Monday, May 4, 2026
Village Board Regular Meeting Agenda

PUBLIC NOTICE - in accordance with the applicable statutes of the state of Illinois and Ordinances of the Village of Wheeling, notice is hereby given that the Regular Meeting of the President and Board of Trustees will be held in the Board Room, Wheeling Village Hall, 2 Community Boulevard, Wheeling, Illinois, at 6:30 PM, during which meeting it is anticipated there will be discussion and consideration of and, if so determined, action upon the matters contained in the following agenda:

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Approval of Minutes**

   A. Approval of Minutes of the Regular Meeting of April 20, 2026

5. **Changes to the Agenda**

6. **Proclamations**

   A. Proclamation: Professional Municipal Clerks Week May 3–9, 2026

7. **Appointments and Confirmations**

8. **Administration of Oaths**

9. **Citizen Concerns and Comments**

10. **Staff Reports**

11. **Consent Agenda**

    All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.

    A. Resolution Authorizing a Memorial Day Parade from Weiland Road and Illinois Route 83 (McHenry Road), Traveling Southeast to Lexington Drive and Terminating at AMVETS Post 66

    B. Resolution Accepting the National Cooperative Purchasing Alliance's Previously-Bid Contract with Dell Technologies for a One-Year Renewal of Microsoft Office 365 Software Licenses in the Amount of $96,827.30

    C. Resolution Accepting the Sourcewell Purchasing Cooperative's Previously-Bid Contract with CDW Government, LLC for a One-Year Renewal of Sophos Antivirus Endpoint Protection Software Licenses in the Amount of $30,066.25

    D. Resolution Authorizing an Agreement with Strand Associates, Inc. to Provide Construction Engineering

Inspections for the Wheeling Road and Palatine Frontage Road Watermain Project in an Amount Not to Exceed $234,650

E. Resolution Approving a Contract With IHC Construction Companies, LLC for the Wheeling Road and Palatine Frontage Road Watermain Project in the Amount of $4,426,078 in FY 2026

F. Resolution Amending Resolution 26-033 Consenting to a Cook County Class 6b Property Tax Classification for the Property Located at 2281 South Foster Avenue (2281 Foster, LLC) in the Village of Wheeling, Illinois

12. **Old Business**

13. **New Business**

All Listed Items for Discussion and Possible Action

A. Ordinance Amending Ordinance No. 5696, Which Granted a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Front Yard Setback for the Installation of a Front Yard Fence and to Remove a Condition of Approval (157 W. Jeffery Avenue) [Docket No. PV5-0016]

B. Ordinance Granting a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Front Yard Setback, 1042 S. Milwaukee Avenue [Docket No. PV25-0014]

C. Ordinance Granting a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Front Yard Setback, 1004 S. Milwaukee Avenue [Docket No. PV26-0008]

D. Ordinance Granting a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Side Yard Setback, 1004 S. Milwaukee Avenue [Docket No. PV25-0015]

E. Ordinance Granting a Variation from Title 19, Zoning, to Permit an Increase in the Maximum Permitted Fence Height for the Village of Wheeling, 77 W. Hintz Road [Docket No. PV26-0005]

F. Resolution Authorizing the Use of a First-Floor Medical Office for the Property Located at 407 W. Dundee Road (Dr. Angela Suh) in the Village of Wheeling, Illinois

14. **Official Communications**

15. **Approval of Bills**

A. Approval of Bills for April 15–April 29, 2026

16. **Executive Session**

17. **Action on Executive Session Items**

18. **Adjournment**

REGULAR meetings will be televised on channels 17 and 99. If you would like to attend a Village meeting but require an auxiliary aid such as a sign language interpreter, call 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING. To view the full agenda packet, visit https://wheelingil.portal.civicclerk.com/.

Village of Wheeling Proclamation

57th ANNUAL PROFESSIONAL MUNICIPAL CLERKS' WEEK

May 3 - May 9, 2026

Whereas, the Office of the Professional Municipal Clerk, a time-honored and vital part of local government, exists throughout the world; and

Whereas, the Office of the Professional Municipal Clerk is historically recorded as the oldest among public servants; and

Whereas, the Office of the Professional Municipal Clerk provides a professional link between citizens, local governing bodies, and agencies of government at other levels; and

Whereas, Professional Municipal Clerks pledge to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

Whereas, the Professional Municipal Clerk serves as the information center on the functions of local government and community; and

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in educational programs, seminars, workshops, and the annual meetings of their state, province, county, and international professional organizations; and

Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk;

Patrick Horcher, President of the Village of Wheeling, does hereby recognize the week of May 3 through 9, 2026, as Professional Municipal Clerks' Week, and further extends appreciation to Village Clerk Kathryn M. Brady, Deputy Clerk Karen Henneberry, Wheeling Township Clerk Joanna Gauza, and Cook County Clerk Monica Gordon for their service to the residents of Wheeling, as well as to all Municipal Clerks for the vital services they perform and for their exemplary dedication to the communities they represent.

DATED at the Village of Wheeling on this 4th day of May 2026.

VILLAGE OF WHEELING, COOK AND LAKE COUNTIES ILLINOIS CORPORATE SEAL

Patrick Horcher

Patrick Horcher
Village President

ATTEST:

Kathryn M Brady

Kathryn M. Brady
Village Clerk

MEMORANDUM

DATE:	May 4, 2026
FROM:	Joseph Kopecky, Police Chief
SUBJECT:	Resolution Authorizing a Memorial Day Parade from Weiland Road and Illinois Route 83 (McHenry Road), Traveling Southeast to Lexington Drive and Terminating at AMVETS Post 66
DOLLAR AMOUNT:	N/A
BUDGETED:	No
BUDGET SOURCE:	N/A
RECOMMENDED ACTION:	Approve
STRATEGIC PLAN THEME:	Residential Life

EXECUTIVE SUMMARY

Staff recommends approval of a resolution authorizing a road closure for the AMVETS Memorial Day Parade on May, 25, 2026. The parade requires the closure of Illinois Route 83 (McHenry Road) between Weiland Road and Lexington Drive for approximately one hour.

MEMO

On May 25, 2026, AMVETS Post 66 will be conducting its annual Memorial Day Parade from the intersection of Weiland Road and Illinois Route 83 (McHenry Road), southeast to Lexington Drive, terminating at the AMVETS location at 700 McHenry Road. The parade will require the complete closure of Route 83 at Weiland Road southeast to Lexington Drive. The Village of Wheeling will assume responsibility for closing said highway. The Village will also assume full responsibility for directing, protecting, and regulating traffic while the detour is in effect.

RESOLUTION No. 26 - _____

RESOLUTION AUTHORIZING A MEMORIAL DAY PARADE FROM WEILAND ROAD AND ILLINOIS ROUTE 83 (MCHENRY ROAD), TRAVELING SOUTHEAST TO LEXINGTON DRIVE AND TERMINATING AT AMVETS POST 66

WHEREAS, the Phillip Carpenter AMVETS Post No. 66 desires to hold a Memorial Day parade on Monday, May 25, 2026, at 10:30 A.M. beginning at Weiland Road and Illinois Route 83 (McHenry Road) and proceeding southeast to the AMVETS facility at 700 McHenry Road; and

WHEREAS, said parade will require the complete closure of Illinois Route 83 (McHenry Road), at Weiland Road southeast to Lexington Drive; and

WHEREAS, the State of Illinois requires the Village of Wheeling to assume the responsibility involved in closing said highway;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village of Wheeling will assume full responsibility for the direction, protection, and regulation of traffic during the time the detour is in effect.

Trustee _____ moved, seconded by Trustee _____, that Resolution No. 26 - _____be adopted.

President Horcher	_____		
Trustee Krueger	_____	Trustee Ruffatto	_____
Trustee Lang	_____	Trustee Vito	_____
Trustee Papantos	_____	Trustee Vogel	_____

ADOPTED this 4th day of May, 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois, pursuant to a roll call vote as set forth above.

_____
Patrick Horcher, Village President

ATTEST:

_____
Kathryn M. Brady, Village Clerk

MEMORANDUM

DATE:	May 4, 2026
FROM:	Luca Ursan, IT Director
SUBJECT:	Resolution Accepting the National Cooperative Purchasing Alliance's Previously-Bid Contract with Dell Technologies for a One-Year Renewal of Microsoft Office 365 Software Licenses in the Amount of $96,827.30
DOLLAR AMOUNT:	$96,827.30
BUDGETED:	Yes
BUDGET SOURCE:	General Fund
RECOMMENDED ACTION:	Motion to Approve
STRATEGIC PLAN THEME:	Financial Strength

EXECUTIVE SUMMARY

Information Technology (IT) staff recommends approval of the annual renewal of Microsoft Office 365 software licenses from Dell Technologies, which holds the National Cooperative Purchasing Alliance joint purchasing contract for these products and services. The proposed software licenses are necessary to sustain the daily operations of the Village's office automation environment.

MEMO

Microsoft Office software licenses must be renewed annually to ensure legal compliance with the number of installations the Village currently uses and plans to use across its computer networks. Many years ago the Village selected the Microsoft Office Suite of software applications as the standard for its office automation environment. The Village switched recently to Microsoft's Office 365 annual subscription licensing platform, a streamlined approach that makes sense financially in that it flattens the annual budgetary commitment for Microsoft Office licenses, eliminating the fluctuating higher spending that occurs every few years in a conventional licensing scenario as new versions are implemented.

IT staff continues to work on full migration to Office 365, a multi-year project that involves many changes to the Village's office automation processes. Staff has finished the email system migration and will begin to focus next on implementation of the Microsoft SharePoint environment. Microsoft's Office 365 platform comes bundled with many additional features and collaboration benefits not found in a conventional environment, including Exchange Online, SharePoint Online, Teams Online Communication, and OneDrive. Exchange Online, for example, allows the Village to take its email system to the "cloud," resulting in savings by eliminating the need to upgrade and replace the hardware of three old in-house email servers. Microsoft Teams is used for telepresence and video conferencing, and OneDrive provides file storage for every user in a secure cloud environment, allowing users to access their files from anywhere on the internet and on any device. All of these benefits should improve staff productivity and flexibility.

IT staff has researched the topic and found that it is in the best interest of the Village to accept the National Cooperative Purchasing Alliance contract with Dell for Microsoft Office software licenses and related services. The 2026 approved budget includes funding for this annual renewal purchase at a cost of $96,827.30.

RESOLUTION NO. 26-_____

RESOLUTION ACCEPTING THE NATIONAL COOPERATIVE PURCHASING ALLIANCE'S PREVIOUSLY-BID CONTRACT WITH DELL TECHNOLOGIES FOR A ONE-YEAR RENEWAL OF MICROSOFT OFFICE 365 SOFTWARE LICENSES IN THE AMOUNT OF $96,827.30

WHEREAS, the National Cooperative Purchasing Alliance (NCPA), a subsidiary of OMNIA Partners, solicited bids and awarded a contract to Dell Technologies for Microsoft Office 365 software licenses that meet the Village of Wheeling's specifications; and

WHEREAS, OMNIA Partners and the National Cooperative Purchasing Alliance encourage municipalities to participate in their equipment and services contracts to take advantage of favorable bid prices due to the combined purchasing power of all state and local government agencies; and

WHEREAS, the Village of Wheeling deems it to be in its best interest to participate in the National Cooperative Purchasing Alliance Contract # 01-143 for the purchase of Microsoft Office 365 software licenses as awarded to Dell for the ongoing maintenance of the Village of Wheeling's office automation environment covering the technological requirements for all Village of Wheeling municipal facilities;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the National Cooperative Purchasing Alliance (OMNIA Partners) Contract # 01-143 is hereby accepted, and the Village Manager is hereby authorized to issue a purchase order to the awarded contract bidder, Dell Technologies, for a one-year renewal of Microsoft Office 365 software licenses and related technical services, at a cost not to exceed $96,827.30.

Trustee _____moved, seconded by Trustee _____,

that Resolution No. 26-_____ be adopted.

President Horcher	_____		
Trustee Krueger	_____	Trustee Ruffatto	_____
Trustee Lang	_____	Trustee Vito	_____
Trustee Papantos	_____	Trustee Vogel	_____

ADOPTED this 4th day of May 2026 by the President and Board of Trustees of the Village of Wheeling, Illinois.

ATTEST:

_____
Patrick Horcher, Village President

_____
Kathryn M. Brady, Village Clerk

Annual Billing + Add on

Microsoft Enterprise
Village of Wheeling

Date Updated	Enrollment #
4/22/2026	63658243

Customer # 417764

PO Number	Scheduled Bill Date	Part Number	Description	Quantity	Price	Extended Amount
1019067431062401	6/1/2026	AAL-45735	M365 G5 GCC Sub Per User	5	$624.49	$3,122.45
1019067431062401	6/1/2026	U4S-00002	O365 G1 GCC Sub Per User	15	$109.56	$1,643.40
1019067431062401	6/1/2026	NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	300	$0.00	$0.00
1019067431062401	6/1/2026	AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	10	$394.42	$3,944.20
1019067431062401	6/1/2026	AAA-11894	O365 G3 GCC Sub Per User	275	$251.99	$69,297.25
1019067431062401	6/1/2026	T2N-00001	O365 G5 GCC Sub Per User	20	$412.34	$8,246.80
Add on	6/1/2026	T2N-00001	O365 G5 GCC Sub Per User	10	$412.32	$4,123.20
Add on	6/1/2026	1O5-00001	Power Automate Premium GCC Sub Per User	5	$165.00	$825.00
Add on	6/1/2026	EP2-24658	M365 Copilot GCC Sub Add-on	15	$375.00	$5,625.00
					Annual Billing Total	**$96,827.30**

Dell

Technology Solutions

Customers trust Dell to deliver technology solutions that help them do and achieve more, whether they're at home, work, school or anywhere in their world.

Click Your Industry

Education | Government

Nonprofit

Public Sector

K-12 Education

Higher Education

State & Local Government

Dell is available on a competitively solicited, publicly awarded cooperative contract through OMNIA Partners.

- **Technology Solutions, Products and Services**
  Region 14 ESC - TX | 01-143

CONTRACT DOCUMENTATION

CONTACT US

Dell Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Technology Solutions, Products and Services

Region 14 ESC - TX
Contract Number: 01-143

Initial Term: December 1, 2022 through November 30, 2025
Renewal Options: Option to renew for five (5) additional one-year periods through November 30, 2030
RENEWED THROUGH November 30, 2026

Executive Summary

- Pricing
- Authorized Resellers

Master Agreement Documents

- Official Signed Contract
- Contract Award Letter
- Contract Renewal 1

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- Proof of Publication

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS

5001 Aspen Grove Drive
Franklin, TN 37067
info@omniapartners.com
(866) 875-3299

BECOME A MEMBER

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There's More Purchasing Power in the Partnership

VIEW COMBINED CONTRACT PORTFOLIO

National IPA is now OMNIA Partners, Public Sector

The nation’s largest and most experienced cooperative purchasing organization for the public sector.

Our immense purchasing power and world-class suppliers have produced an extensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

All contracts available through OMNIA Partners are competitively solicited and publicly awarded by a lead agency (government entity/educational institution), using a competitive solicitation process consistent with applicable procurement laws and regulations.

With our even bigger team of experts dedicated specifically to municipal buying, and the nation's most comprehensive portfolio of products and services, OMNIA Partners empowers your complex agency to make budgets work harder than ever.

Get to Know Us

Let us help deliver savings and value to your public agency.

LEARN MORE

Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Terms of Participation

Master Intergovernmental Cooperative Purchasing Agreement

Generally, a public body may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies, or agencies of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses. Each state has its own laws regarding intergovernmental purchasing.

All OMNIA Partners contracts have been competitively solicited by a lead public agency in accordance with their public purchasing rules and regulations. Each solicitation contains language that advises all suppliers of the subsequent contract that may be used by other government agencies throughout the United States. This language is based on the lead jurisdiction “Joint Powers Authority” or “Cooperative Procurement” program. Although each government may have different purchasing procedures to follow, applying these competitive principles satisfies the competitive bid requirements for most state and local government agencies.

State statutes and, if applicable, local ordinances generally allow one government agency to purchase from contracts competitively solicited by another government agency (“Lead Public Agency”). This, of course, would require the consent of all parties including the supplier, the Lead Public Agency and government agency purchasing from the Lead Public Agency contract. OMNIA Partners contracts are established to meet both the competitive solicitation and consent requirements. Public agencies accessing OMNIA Partners consent to a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with the various lead public agencies that have competitively solicited and awarded available contracts.

Who We Are

OMNIA Partners is the largest and most trusted cooperative purchasing organization for public sector procurement. We brought together the nation's two leading cooperative purchasing organizations – National IPA and U.S. Communities – under one roof to form OMNIA Partners, Public Sector. The collective buying power of these unified purchasing cooperatives delivers superior value and savings for public agencies nationwide.

Our team of certified public procurement professionals and cooperative purchasing experts is committed to bringing value to you and your government agency. We act as your advocates to leverage the buying cooperative as a strategic part of your procurement strategy so you can drive efficiency, effectiveness and real savings within your agency or organization.

We have walked in your shoes. Our team of tenured professionals has held key public procurement positions in state and local government, K-12 education and colleges and universities – and are recognized as respected leaders in our discipline by both our peers and supplier partners.

There's Power in the Partnership

Portfolio

OMNIA Partners has the most robust portfolio of quality cooperative contracts in the purchasing cooperative space. Our contract portfolio has everything your organization needs to run efficiently and effectively.

People

OMNIA Partners has the most experienced team in public procurement, cooperative purchasing and contract management. As the largest cooperative in the public sector space, you can trust that our contract portfolio is backed by the resources, expertise and experience that would exceed the standards set by the most tenured public procurement professionals. OMNIA Partners is also a founding member of National Cooperative Procurement Partners (NCPP).

NCPP is driven by the need to provide service to their customers and to work together to promote the highest level of business ethics, best practices, and standards to serve the procurement needs and interests of government, education, and non-profit agencies across the country.

Process

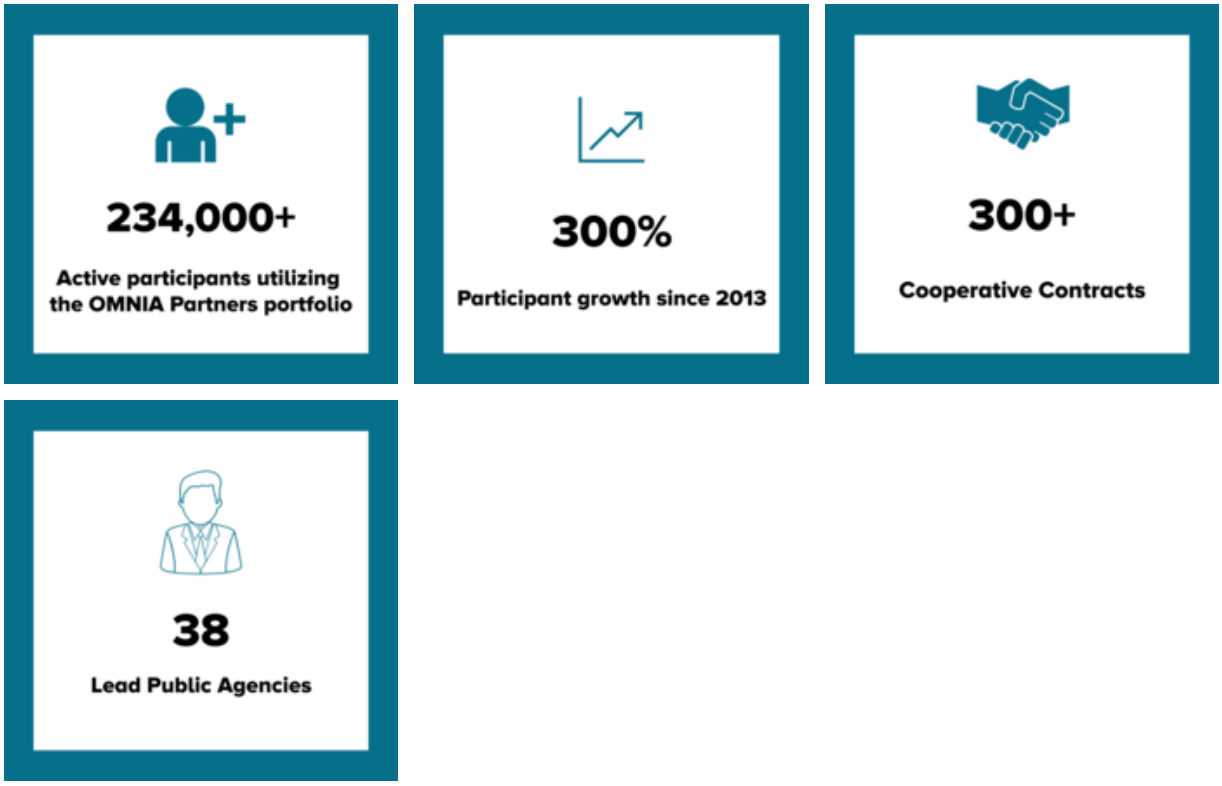
Our cooperative contracts are competitively solicited and publicly awarded by a government entity serving as the lead agency. Awards are made utilizing this best practice ensuring maximum value with complete transparency of the process.

Participation

OMNIA Partners saves you time and money. Participating in the cooperative buying power of more than 234,000 entities helps you do more with less by reducing product and administrative costs. We are the largest and fastest-growing organization in public procurement, creating maximum purchasing power and resources for our participants.

OMNIA Partners, Public Sector participation has tripled over the past eight years. We continue to put the people, processes and solutions in place to support the needs of public agencies and educational institutions nationwide.

Strength in Numbers



Reshaping the Future of Purchasing

The below acquisitions have contributed to the status of OMNIA Partners as the largest and most trusted organization in purchasing today – with the expertise to redefine what purchasing looks like tomorrow.

Through the economies of scale created by OMNIA Partners, our participants have access to an extensive portfolio of procurement solutions from industry-leading suppliers, making OMNIA Partners the most valued resource for public sector organizations nationwide.

Shaping the future of procurement through **power**, **access** and **trust**.

Get to Know Us Better

The OMNIA Partners, Public Sector team can assist you with your cooperative purchasing strategy.

CONTACT US

Who We Serve

There is Power in the Partnership

With our team of public procurement experts dedicated specifically to state and local government, K-12 education and colleges and universities, OMNIA Partners eases the procurement burden by offering the nation's most comprehensive portfolio of products and services from industry-leading suppliers. Our participants join to leverage their purchasing volumes to achieve higher discounts from manufacturers, distributors, and other suppliers.

OMNIA Partners is the nation's largest purchasing cooperative, connecting thousands of public agencies and educational institutions to create immense purchasing power. As the industry leader in service and value, OMNIA Partners makes fulfilling purchasing needs easier, less expensive and more efficient.

State Government: Giving state governments the power to deliver value to their organizations through access to a competitive procurement process and suppliers they can trust.

Local Government: Providing local government agencies competitively solicited contracts to help save time and resources while still meeting purchasing requirements.

Higher Education: Offering immediate solutions to help colleges and universities achieve their strategic goals while attracting and retaining faculty.

K-12 Education: Bringing unparalleled efficiencies and speed to the purchasing process so that K-12 schools can acquire the products needed for student success.

Nonprofit Organizations: Reducing expenses on operating supplies and services so nonprofit organizations have more resources towards programs that support their mission.

Reshaping Purchasing Through Power, Access and Trust

OMNIA Partners is the leading cooperative purchasing organization for public sector procurement.

CONTACT US

OMNIA PARTNERS

Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

REGISTER

Cooperative Purchasing for Local Government Procurement

Local Government Contracts with Power, Access and Trust

OMNIA Partners is the cooperative purchasing organization that is driving excellence in local government purchasing. Its extensive scope of competitively-solicited local government contracts from world-class suppliers streamlines the purchasing process and helps local government agencies achieve their strategic goals.

Utilizing the lead public agency contracting model, OMNIA Partners brings compliance, maximum value and unparalleled efficiencies to the local government purchasing process.

With OMNIA Partners, government agencies can utilize contracts to help save time and resources while still meeting purchasing requirements. All local government purchasing cooperative contracts from OMNIA Partners have been competitively solicited by a lead public agency and meet our rigorous cooperative standards. Each supplier pledges to deliver their best overall government pricing so that you can purchase with confidence.

VIEW ALL CONTRACTS

CASE STUDY

Learn how Graybar's Utility Broadband helped this rural community adapt for the 21st century.

LEARN MORE

NCPA is now OMNIA Partners

As your partner in the purchasing process, OMNIA Partners is dedicated to optimizing procurement for your organization. Our goal is to improve the way your organization identifies, evaluates, and procures what they need at the best value.

OMNIA Partners will continue to utilize the lead agency contracting process that has become a strategic best practice in public procurement. All contracts available through OMNIA Partners are competitively solicited and publicly awarded by a lead agency (government entity/educational institution), using a competitive solicitation process consistent with applicable procurement laws and regulations.

NCPA is a wholly-owned subsidiary of OMNIA Partners. All participants registered with NCPA continue to have access to all contracts.

We are here to help you achieve your procurement goals while saving you time and money along the way.

SEARCH CONTRACTS

PRESS RELEASE

NCPA

National Cooperative Purchasing Alliance

OMNIA Partners Continues to Lead Public Sector Cooperative Purchasing

Acquisition of NCPA Offers Additional Value to the Market

FRANKLIN, Tenn., Dec. 6, 2022 /PRNewswire/ -- OMNIA Partners announces the acquisition of National Cooperative Purchase Alliance (NCPA), a leading national government purchasing cooperative based in Houston, TX. This most recent acquisition enriches OMNIA Partners as the nation's most experienced cooperative purchasing organization serving state and local government, K-12 education, and higher education institutions. The successful integration of NCPA into OMNIA Partners augments the organization's differentiators of unparalleled scale and expertise while driving increased savings and efficiency for the purchasing community.

"OMNIA Partners is recognized as the leader in cooperative purchasing by continually creating additional value and delivering extensive solutions to our participants and suppliers," **said M. Todd Abner, Founder, President & CEO of OMNIA Partners**. "The acquisition of NCPA enhances our value in the public sector market by adding additional world class supplier partners and further extending OMNIA Partners reach into the public sector."

OMNIA Partners, Public Sector will continue to utilize the lead agency contracting process that has become a strategic best practice in public procurement. All contracts available in the portfolio have been competitively solicited and publicly awarded by a lead agency. The expansive contract portfolio and all contract documentation may be viewed on the website.

"NCPA is thrilled to join OMNIA Partners," says **Matthew Mackel, Director of Business Development, NCPA**. "The merger of our two organizations will provide procurement teams immediate access to a larger offering of innovative, world-class solutions that will transform their purchasing process."

About OMNIA Partners

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Our immense purchasing power and industry-leading suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Through the economies of scale created by OMNIA Partners, our participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to K-12 education, state and local government, higher education, and non-profits.

Docusign Envelope ID: AD3C6973-FC9E-4A10-B922-C1F3411A2B70

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

June 13, 2025

Ms. Ashley Salinas
Contract Program Manager
Dell Marketing LP.
One Dell Way
Round Rock, TX 78682

Sent via email to: a.salinas@dell.com

Re: Renewal of Region 14 ESC Contract #01-143, Technology Solutions, Products and Services

Dear Ms. Salinas:

Region 14 Education Service Center is pleased to announce it is renewing contract #01-143, Technology Solutions, Products and Services for the period December 1, 2025 through November 30, 2026, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at (325) 675-7003.

Sincerely,

Signed by:
Emily Jeffrey
4FE64E70707547B...

Emily Jeffrey
Region 14, Chief Financial Officer

Region 14 Education Service Center (ESC)

Contract # 01-143

for

Technology Solutions, Products and Services

with

Dell Marketing L.P.

Effective: December 1, 2022

The following documents comprise the executed contract between the Region 14 ESC, and Dell Marketing effective December 1, 2022:

I. Vendor Award Letter
II. Master Agreement-General T&Cs and executed signature form
III. Supplier's Response to the RFP, incorporated by reference

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, December 1st, 2022

Dell Marketing L.P.
ATTN: Stacey Skala
One Dell Way
Round Rock, TX 78682

Dear Stacey:

Region XIV Education Service Center is happy to announce that Dell Marketing L.P. has been awarded an annual contract for Technology Solutions, Products and Services on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2025. The contract can then be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and Dell Marketing L.P.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

Proposal for the Region 14 Education Service Center acting on behalf of the National Cooperative Purchasing Alliance

RFP # 45-22 Technology Solutions, Products and Services

Thursday, November 17, 2022

DELL Technologies

One Dell Way
Round Rock, TX 78682
USA
www.dell.com

Thursday, November 17, 2022

Region 14 Education Service Center
1850 Highway 351
Abilene Texas 79601

Dear Procurement Officer,

Thank you for the opportunity to submit a proposal for Region 14 ESC's RFP for Technology Solutions, Products and Services. We have thoroughly reviewed the requirements and developed this proposal to showcase how our products and solutions will enable customers to continue their digital transformation.

The value of our offering includes:

- Our Products – We have the strongest portfolio of IT products from the edge to the core, to the cloud. We offer full end-to-end IT solutions thereby becoming a one stop shop to meet all our customer's IT needs.
- Our Lifecycle Services – Parallel to our product and services delivery organization, is our customer support organization – be it pre-sales consultation, data center consolidation, or rollout of a work / school from home solution, our pro-deploy and pro-support teams are always available to assist in conjunction with our account and specialist teams.
- Our Contract Management – The NCPA contract is used widely by SLED customers. We have contract program managers and personnel dedicated to supporting NCPA and the entities that purchase using NCPA. We will continue to deliver and strengthen our partnership.
- Our Commitment – Last, but equally important, is our commitment to social causes that impact our lives and our planet. Our 2030 moonshot goals focus on cultivating inclusion, advancing sustainability, transforming lives and upholding ethics and privacy.

We look forward to earning your business and continuing our long-standing partnership. Should you have any questions regarding this proposal, please contact your Dell Technologies team provided in the below contact information:

Stacey Skala at 512.720.7429 or online at Stacey.Skala@Dell.com

Preethi Pillaipakkam at 469.510.8569 or online at Preethi.Pillaipakkam@Dell.com

Sincerely,

Stacey Skala
Proposal Manager

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Tab 1 - Master Agreement / Signature

Customer Support

The Dell Marketing L.P. (“Vendor”) shall provide timely and accurate technical advice and sales support. The Vendor shall respond to such requests within one (1) to two working days after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the Vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a “funding out”/”non-appropriation” clause as mutually agreed to by the parties. A contract for the acquisition, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

If (a) sufficient funds are not budgeted or appropriated and budgeted by Public Agency’s governing body in any fiscal period for payment amounts or other costs and fees and (b) Public Agency has exhausted all funds legally available for such payment amounts or other costs and fees due under the contract, then the Public Agency, upon reasonable written notice to the vendor or its affiliate, retains the right to terminate the contract as of the last day of the Public Agency’s fiscal period for which funds for the payment amounts are available and is conditioned on a best efforts attempt by the Public Agency to obtain appropriate funds for payment of the contract and to only place orders for which funding is available and to pay Vendor for products delivered and services performed. Such termination is without any expense or penalty, except for the portions of the payment amounts and those expenses associated with returning or making products available for return to Vendor or its affiliate and Public Agency’s cessation of use and maintenance, de-installation and deletion of licensed software, and certification thereof, in accordance with the terms of the contract, for which funds have been budgeted or appropriated or are otherwise legally available.

Shipments (if applicable)

The awarded vendor shall ship ordered products within fifteen (15) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. Barring any component constraints, Vendor will ship products it is manufacturing or a third party is manufacturing within 4 – 6 weeks of acceptance of order. Cancellation may be made up to the time order is accepted. Orders shall be placed online on the NCPA Premier Page that Dell will populate with NCPA pricing. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date..

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor. Unless Public Agency provides Dell with a valid tax exemption certificate acceptable to the relevant taxing authority prior to Dell's payment of such taxes, , Public Agency shall pay to Dell all taxes and duties upon demand.

Payments

Payment terms are thirty (30) days from the date of invoice. All products and services are deemed accepted ten (10) days from the date of invoice or completion of service. Dell may charge a late penalty of 1.5% per month on undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days based on Public Agency's current outstanding balance. Dell, without waiving any other rights or remedies and without liability to Public Agency, may suspend or terminate any or all Services and refuse additional orders for Products until all overdue amounts are paid in full. Dell shall be entitled to all reasonable legal and attorney fees and associated costs of collecting overdue amounts.

The entity using the contract will make payments directly to the awarded vendor except instances where a reseller, under this contract, is selling Dell products and other products provided by Dell to the reseller, invoices will be issued by the reseller to a Public Agency and payments shall be made to the applicable reseller..

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before any such distributor/partner/reseller is considered authorized.

Purchase orders and payment can only be made to awarded Vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the Vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All ground shipping deliveries s for standard products shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing Expedited and larger products shall be subject to freight charges.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use

- Detailed information as to proposed return policy on all equipment

Dell's warranty terms located at DELL.COM/WARRANTYTERMS, included as Appendix E shall be applicable to sales under this contract.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the Vendor.

Indemnity

If Public Agency purchased Products or Services directly from Dell, Dell shall defend and indemnify Public Agency against any third-party claim that Dell-branded Products or Services (excluding Third-Party Products and open source software) infringe or misappropriate that third party's United States ("U.S.") patent, copyright, trade secret, or other intellectual property rights ("Claim(s)"). In addition, if Dell receives prompt notice of a Claim that Dell believes is likely to result in an adverse ruling, then Dell shall at its option, (i) obtain a right for Public Agency to continue using such Products or Deliverables or for Dell to continue performing the Services; (ii) modify such Products or Services to make them noninfringing; (iii) replace such Products or Services with a non-infringing equivalent; or (iv) if Public Agency purchased directly from Dell, refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product or Deliverables. Dell shall have no obligation for any claim arising from (a) modifications of the Products and Services that were not performed by or on behalf of Dell; (b) misuse, or the combination or use with Third-Party Products (the combination of which causes the claimed infringement); or (c) Dell's compliance with Public Agency's written specifications, including the incorporation of any software or other materials or processes Public Agency provides or requests. Dell's duty to indemnify and defend the Claim is contingent upon: (x) Public Agency's prompt written notice of the Claim; (y) Dell's right to solely control the defense and resolution of the Claim; and (z) Public Agency's cooperation in defending and resolving the Claim. These are Public Agency's exclusive remedies for any third-party intellectual property claim, and nothing in this Agreement or elsewhere will obligate Dell to provide any greater indemnity. B. Public Agency shall defend and indemnify Dell against any third-party claim resulting or arising from: (i) Public Agency failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Public Agency, or associated with software or components requested by Public Agency to be used with, or installed or integrated as part of the Products or Services; (ii) Public Agency's violation of Dell's intellectual property rights; (iii) any inaccurate representation regarding the existence of an export license or any allegation made against Dell due to Public Agency's alleged violation of applicable export laws; or (iv) Public Agency transferring or providing access to Excluded Data (as defined below) to Dell. C. Each party shall defend and indemnify the other against any third-party claim for personal bodily injury, including death, where the injury has been exclusively caused by the indemnifying party's gross negligence or willful misconduct in connection with this Agreement.

Franchise Tax

The respondent hereby certifies to the best of signatory's knowledge that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

Each Public Agency participating in this contract and awarded Vendor may enter into the following separate supplemental agreements to further define the level of service requirements needed to enable such offerings under this Master Agreement over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this

contract is exclusively between the participating Public Agency and awarded Vendor and shall be governed solely by the terms set forth in such separate supplemental agreement.

Services Agreements.

Dell may provide Services, Service-related Software, or Deliverables to Public Agency in accordance with one or more “Service Agreements.” “Service Agreements” are service contracts, including “Service Descriptions” available at www.dell.com/offeringspecificterms, “Statements of Work,” and any other mutually executed documents. Each Service Agreement will be interpreted separately from any other Service Agreement .

Dell APEX Cloud Services.

Dell may provide Services, Cloud services (includes any service made available to users through the Internet from a computing provider's servers), such as software-as-a-service, Platform as a Service, Infrastructure as a Service and storage-as-a-service, Service-related Software, or Deliverables to Public Agency in accordance with one or more “Service Agreements.” “Service Agreements” are service contracts, including “Service Descriptions” available at www.dell.com/dellemccloudterms and/or https://www.dell.com/learn/us/en/uscorp1/terms-of-sale “Statements of Work,” and any other mutually executed documents. Each Service Agreement will be interpreted separately from any other Service Agreement.

Dell APEX Flex on Demand.

In addition, Vendor may offer consumption-based models under its Dell APEX Flex on Demand Program (“FOD”) as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement (“MFCA”). Any FOD solution will be subject to the terms and conditions of the MFCA only, an example of which is attached hereto in Appendix G. Eligible Public Agencies shall negotiate the terms and conditions of such FOD solution directly with Vendor or its designated affiliate or its authorized distributor/partner/reseller, including, but not limited to, the MFCA, any corresponding FOD schedule (“Schedule”), and any other documentation that may be required for such FOD transaction. The parties recognize that the MFCA and any Schedule executed by the parties hereunder are separate and independent agreements between the Eligible Public Agency and Vendor or its designated affiliate or its authorized distributor/partner/reseller, with the terms thereof constituting the entire agreement for such FOD transaction. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of this Master Agreement, the terms, and conditions of the MFCA will prevail for such offerings. Samples of the MFCA, Schedule, and any other related documentation that may be applicable are attached hereto in Appendix H.

Leasing and Financing; Payment Solutions.

Leasing and financing services and other flexible payment solutions made available directly through Dell Financial Services L.L.C. (“DFS”) or Pharos Financial Services L.P. (“PFS”) are allowed under this Master Agreement in accordance with one or more of the separately negotiated DFS or PFS lease or finance agreements (“Lease(s)”). Samples of each Lease are attached hereto as Appendix H

If this Master Agreement does not contain Lease terms and conditions, eligible Public Agencies under this Master Agreement who are authorized to execute such Leases under applicable law may do so by executing a separate Lease directly with DFS or PFS for the hardware, software, and/or services obtained under this Master Agreement. Any Lease solutions will be subject to the terms and conditions of the corresponding DFS or PFS Lease. Eligible Public Agencies shall negotiate the terms and conditions of such Lease with DFS or PFS directly. To the extent of any conflict or inconsistency between the terms of the DFS or PFS Lease and the terms of this Master Agreement, the terms and conditions of the DFS or PFS Lease will prevail.

Certificates of Insurance

Dell will offer a memorandum of Insurance to members and will endeavor to provide notice of cancellation within 30 days to Region 14 ESC and NCPA. Dell has existing contracts with its subcontractors and Dell is responsible for providing the contracted for services.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all applicable local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all applicable laws while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. Notwithstanding the above, this section will not modify, terminate, cancel or otherwise negate or replace in any way any Public Agency's rights, duties, and obligations (including a Public Agency's payment obligations to DFS or PFS) under the terms and conditions of a duly executed Lease (as defined above) and MFCA (as defined above) between DFS or PFS and any Public Agency, the terms of which shall take precedence. The foregoing is not withstanding any force majeure insurance on the payment stream that a Public Agency may have.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage law in effect in the jurisdiction of the purchaser. ## Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day

all work will cease following completion of final purchase order. This Section on termination shall not apply to any lease financier (including, but not limited to, Dell Financial Services L.L.C.) or any related lease and finance or flexible payment solution agreements or any of Region 14 or Public Agency's, duties, and obligations including, but not limited to, its payment obligations to DFS thereunder.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. , as required by applicable law. Dell will comply with applicable law and opinions of the applicable governing body concerning open records
The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Dell requests the following language be incorporated into any contract resulting from award of this solicitation:

NCPA Members, by purchasing from Dell agree to the terms between NCPA and Dell under the contract.

Compliance with Laws

A. In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to such party including the customs and export control laws and regulations of the U.S.; and the country in which the Products or Services are delivered or performed. B. Public Agency certifies that all items (including hardware, software, technology and other materials) it provides to Vendor for any reason that contain or enable encryption functions either (i) satisfy the criteria in the Cryptography Note (Note 3) of Category 5, Part 2 of the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies or (ii) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic curve. Vendor is not responsible for determining whether any Third-Party Product to be used in the Products and Services satisfies regulatory requirements of the country to which such Products or Services are to be delivered or performed, and Vendor shall not be obligated to provide any Product or Service where the resulting Product or Service is prohibited by law or does not satisfy the local regulatory requirements. C. Vendor's privacy policies explain how Vendor treats Public Agency's personal information and protects Public Agency's privacy and can be found at Vendor.com/privacy.

Limitation of Liability

A. VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES. EXCEPT FOR PUBLIC AGENCY BREACH OF SECTIONS 3(D) OR 7, OR COUSTOMER VIOLATION OF VENDOR'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (i) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (ii) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (iii) LOSS OF BUSINESS OPPORTUNITY; (iv) BUSINESS INTERRUPTION OR DOWNTIME; (v) THE PRODUCTS, DELIVERABLES OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE; OR (vi) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES. B. VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING PRODUCTS AND SERVICES) IN ANY 12 MONTH PERIOD SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY VENDOR DURING THE PRIOR 12 MONTHS OF THIS AGREEMENT FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM(S). C. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER

BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR VENDOR'S SALE OF PRODUCTS OR SERVICES TO PUBLIC AGENCY, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

Software.

Public Agency rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Supplier will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

Acceptance.

All Products and Third Party Products will be deemed to be accepted upon Delivery. Notwithstanding such acceptance, Public Agency retains all rights and remedies under the warranty terms stated below. Public Agency may only return Products to Supplier that are permitted to be returned pursuant to the return policy at www.dell.com/returnspolicy.

Hardware Returns and Exchanges.

Public Agency agrees to Vendor's return policy as stated at www.dell.com/returnspolicy. Before returning or exchanging Hardware, Public Agency must contact Vendor to obtain an authorization number for Public Agency return. Public Agency must return Hardware in its original or equivalent packaging, and Public Agency is responsible for risk of loss and shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. If Public Agency fails to follow the return or exchange instructions, Vendor will not be responsible for any loss, damage, or modification of Hardware, or processing of Hardware for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with Public Agency's purchase. Title to returned or exchanged Hardware shall pass to Vendor upon receipt at the specified Vendor facility.

Changed or Discontinued Products or Services.

Vendor may revise or discontinue Products and Services at any time, including after Public Agency places an Order, but prior to Vendor's shipment or performance. As a result, Products and Services Public Agency receives might differ from those ordered. However, Dell-branded Products will materially meet or exceed all published specifications for the Products. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned.

Proprietary Rights

The Products and Software are protected pursuant to copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Software, Products and Deliverables, and the methods by which the Services are performed and the processes that

make up the Services, shall belong solely and exclusively to Vendor or its suppliers or licensors. Subject to Vendor's receipt of payment in full for the applicable Services, Vendor grants Public Agency a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely (i) in the country or countries in which Public Agency does business; (ii) for Public Agency's internal use; and (iii) as necessary for Public Agency to enjoy the benefit of the Services as stated in the applicable Service Agreements.

For Reseller transactions:

For any transactions under this contract in which Vendor resellers are reselling products obtained from Vendor, the following terms shall apply: Vendor will require its resellers to agree to the terms of the NCPA contract with Vendor. The reseller sales transactions, including quoting, pricing, order taking, invoicing, payment for reseller transactions shall be between the NCPA member and the reseller. Pricing will not be determined by Vendor but must be incompliance with the pricing requirements in Vendor's NCPA contract. Fees and reporting for Vendor reseller transactions with NCPA members shall be provided by the Vendor reseller only. Payments made by NCPA or its members for these reseller transactions shall be made to the reseller. Vendor will propose authorized resellers to be added to contract for Region 14 ESC and NCPA approval. NCPA and Vendor must be in agreement on resellers to be added to contract. Vendor can have a reseller removed from contract, upon notice. Vendor is not liable should the reseller fail to follow the terms of the contract.

Shipping Charges; Title; Risk of Loss.

Unless otherwise agreed, Supplier shall arrange for shipment of the ordered Products to the ship-to address indicated in the Order, through a common carrier designated by Supplier. Delivery dates are indicative. Software may be provided by delivery of physical media or through electronic means. Public Agency shall notify Supplier within 21 days of the invoice date if Public Agency believes any Product included in its Order is missing, wrong, or damaged, and shall ensure that the intended installation site meets the specifications as per the product documentation. Risk of loss for Equipment and for physical media containing licensed Software transfers to Public Agency upon Delivery. Title to sold Equipment passes to Public Agency upon Delivery. "Delivery" for Equipment occurs when Supplier provides the Equipment to the carrier at Supplier's designated point of shipment; "Delivery" for Software occurs either when Supplier provides physical media (or the Equipment on which it is installed) to the carrier at Supplier's designated point of shipment, or the date Supplier notifies Public Agency that Software is available for electronic download. Unless otherwise agreed, cost of transit insurance on behalf of Public Agency shall be included in the total price stated on the Quote.

Excluded Data Public Agency agrees that it will obtain all necessary rights, permissions and consents associated with: (a) technology or data (including personal data) that Public Agency and its Affiliates provide to Supplier or its Affiliates, and (b) non-Supplier software or other components that Public Agency and its Affiliates direct or request that Supplier or its Affiliates use with, install, or integrate as part of the Supplier's Offerings. Public Agency is solely responsible for reviewing data that will be provided to or accessed by Supplier in the provision of the Offerings to ensure that it does not contain: (i) data that is classified, ITAR (International Traffic in Arms Regulations) related data, or both; or (ii) articles, services, and related technical data designated as defense articles and defense services. Public Agency will defend and indemnify Supplier and its Affiliates against any third party claim resulting from a breach of the foregoing, or from Public Agency's infringement or misappropriation of intellectual property rights of Supplier, its Affiliates or third parties.

U.S. Government Restricted Rights.

The software and documentation provided are "commercial products" as defined in Federal Acquisition Regulation ("FAR") Section 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as these terms are used in FAR 12.212 and Defense Federal Acquisition Regulation

Supplement (“DFARS”) Section 227.7202, as applicable. Consistent with FAR 12.212 and DFARS Section 227.7202, all U.S. Government end users acquire the software and documentation with only those rights set forth herein

Taxes.

The charges due hereunder are exclusive of, and Public Agency shall pay or reimburse Supplier for all value added (VAT), sales, use, excise, withholding, personal property, goods and services and other similar taxes, governmental fees, levies, customs and duties resulting from Public Agency’s purchase, except for taxes based on Supplier’s net income, gross revenue, or employment obligations. If Public Agency qualifies for a tax exemption, Public Agency must provide Supplier with a valid certificate of exemption or other appropriate proof of exemption. If Public Agency is required to withhold taxes, then Public Agency will within 60 days of remittance to the applicable tax authority provide Supplier with satisfactory evidence (e.g., official withholding tax receipts) that Public Agency has accounted to the relevant authority for the sum withheld or deducted, otherwise Supplier will charge Public Agency for the amount that Public Agency has deducted for the transaction.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Dell Marketing, L.P.
Company Name

One Dell Way
Address

Round Rock	TX	78286
City	State	Zip

512.720.7429	
Telephone Number	Fax Number

Stacey.Skala@Dell.com
Email Address

Stacey Skala	Proposal Manager
Printed Name	Position

Stacey Skala
Authorized Signature

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Dell respectfully requests the following modifications to the terms provided Tab 1 and Tab 2 of Solicitation Number 45-22 for Technology Solutions. Dell also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation. As needed, Dell agrees to enter into good faith negotiation of mutually agreeable terms.

Tab 2 - NCPA Administration Agreement

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Dell respectfully requests the following modifications to the terms provided Tab 1 and Tab 2 of Solicitation Number 45-22 for Technology Solutions. Dell also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation. As needed, Dell agrees to enter into good faith negotiation of mutually agreeable terms.

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and _____ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 01-143, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of IT Security Products and Data Protection Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14

ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re- marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Upon Vendor's corporate marketing/compliance prior review and approval, and subject to the requirements of the brand usage guidelines located at https://brand.delltechnologies.com/logos/, Vendor agrees to allow Customer to use their name and logo within Customer-maintained websites, marketing materials and advertisements. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however,

that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Dell Response:

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award. Typically, reporting is available 30 days after the close of the previous quarter.

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

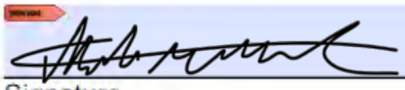
Dell Response:

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

Dell Acknowledges.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance Organization	Dell Marketing L.P. Vendor Name
Matthew Mackel Name	Stacey Skala Name
Director, Business Development Title	Proposal Manager Title
PO Box 701273 Address	One Dell Way Address
Houston, TX 77270 Address	Round Rock, TX 78682 Address
 Signature	 Signature
December 1, 2022 Date	11-16-2022 Date

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Dell respectfully requests the following modifications to the terms provided Tab 1 and Tab 2 of Solicitation Number 45-22 for Technology Solutions. Dell also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation. As needed, Dell agrees to enter into good faith negotiation of mutually agreeable terms.

Tab 3 - Vendor Questionnaire

TAB 3
VENDOR QUESTIONAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

■ **All 50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)			
☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☐ **All U.S. Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)	
☐ American Somoa	☐ Northern Marina Island
☐ Federated States of Micrones	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

*Dell is willing to discuss this agreement to US Territories and outlying areas; however, such an extension will be subject to international terms and conditions

☐ **All Canada Provinces and Territories** (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes ■ Maybe ☐ No * Please refer to the last page of Tab 3

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes ■ Maybe No

Dell or its affiliates can extend its terms or related offerings under the NCPA contract private entities if they are private education institutions or not for profit entities. Any decision regarding such extension shall be made by Dell and its affiliates in their sole discretion.

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
Respondent Certifies that this firm
a Minority / Women Business Enterprise

☐ Historically Underutilized Business
Respondent Certifies that this firm is a
Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

■ Yes, we have programs in place.

Please see Appendix C for Dell's Supplier Diversity Program

Residency
Responding Company's principal place of business is in the city of Round Rock, State of Texas.

Felony Conviction Notice
Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- [x] A publicly held corporation; therefore, this reporting requirement is not applicable.
- [ ] Is not owned or operated by anyone who has been convicted of a felony.
- [ ] Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel
Which best describes your company's position in the distribution channel:

- [x] Manufacturer Direct
- [ ] Certified education/government reseller
- [ ] Authorized Distributor
- [ ] Manufacturer marketing through reseller
- [ ] Value-added reseller
- [ ] Other: _____

Processing Contact Information

Contact Person	Katherine Dunay
Title	Contracts Manager
Company	Dell
Address	One Dell Way
City/State/Zip	Round Rock, Texas 78682
Phone	(512) 720-3222
Email	katherine_dunay@dell.com

Pricing Information
In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- [x] Yes
- [ ] No

Please see pricing notes on Tab 7

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☑ Yes ☐ No

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Dell Technologies has been serving our State and Local Government and Education customers for over three decades. We have 100's of contracts and participate in many regional and national cooperative contracts both directly and through reseller partners.

Detailed listing of our contracts can be found at:
https://www.dell.com/en-us/dt/industry/state-local-government/contracts/index.htm

In addition to State contracts, we also participate in larger consortium contract such as NASPO, MHEC, PEPPM, TX DIR, and more.

*Dell and its affiliates (including, but not limited to, Dell Financial Services L.L.C.) each operate under a separate legal entity in Canada, and any extension of the NCPA terms to a Canadian province or territory would be contingent on that entity and NCPA accepting separate localized terms that maybe required by law, or Dell's and its affiliates business operations, including (but not limited to) recognition of the ability to transact through the appropriate Dell or Dell affiliate Canada entity, governing law clauses, reporting requirements, offering restrictions, and pricing. Notwithstanding the above, the foregoing does not constitute an offer or commitment in any way by Dell or its affiliates to extend any of its terms or related offerings under the NCPA contract to any Canadian province or territory. Any decision regarding such extension shall made by Dell and its affiliates in their sole discretion.

Tab 4 - Vendor Profile

Please provide the following information about your company:

- Company's official registered name.

  Dell Marketing L.P.

- Brief history of your company, including the year it was established.

  Dell Response:

  Headquartered in Round Rock, Texas Dell was established in 1984 by Michael Dell at the University of Texas

  Dell was founded in 1984 by Michael Dell in his dorm room at the University of Texas. In 1988, Dell became publicly traded under the name Dell Computer Corporation. The Company was incorporated in the state of Delaware on January 31, 2013, under the name Denali Holding Inc. in connection with Dell's going-private transaction by Michael Dell and Silver Lake Partners, which was completed in October 2013. In 1979, Richard Egan and Roger Marino, university roommates, quit their jobs and founded EMC in Newton, Massachusetts. In September 2016, EMC Corporation became part of the Dell Technologies family of companies and was renamed Dell EMC. In December 2018, Dell Technologies Class C common stock (NYSE: DELL) began trading on the New York Stock Exchange.

1979	Richard Egan and Roger Marino - former university roommates - quit their jobs and founded EMC in Newton, Massachusetts, five years before Michael Dell's vision was materialized.
1984	At age 19, Michael Dell founded PC's Limited with $1,000 and a game-changing vision for how technology should be designed, manufactured and sold. As a pre-med freshman at the University of Texas at Austin, Michael starts Dell, then doing business as PC's Limited.
1985	Dell designs and builds their first computer system, the Turbo PC, featuring an Intel 8088 processor running at 8MHz, a 10MB hard drive and a 5.25" floppy drive. The company establishes customer experience as a Dell differentiator with risk-free returns and next-day, at-home product assistance, among the first in our industry.
1989	Dell joins the mobile computing revolution with its first laptop computer, the 316LT.
1992	Dell debuts on the Fortune 500. Michael becomes the youngest CEO to lead a company that receives this honor.
1996	The company takes sales online in 1996, setting the bar for ecommerce worldwide. Dell rapidly expands its global operations by opening the first Asia-Pacific Customer Centre in Penang, Malaysia.
1997	EMC's great global presence is materialized as they are named worldwide open storage market leader.

2000	Internet sales on dell.com reach $40 million a day, making it one of the highest-volume ecommerce sites in the world. Recognizing early on the need and opportunity for mobility in IT, Dell incorporates built-in WiFi for on-the-go internet access for our customers.
2001	It's a year of firsts as Dell becomes the No. 1 computer systems provider worldwide and reaches No. 1 in U.S. Intel-based server shipments. Dell inks an agreement with storage leader EMC to enable more affordable enterprise-class storage area network solutions for customers of all sizes.
2005	Dell tops the list of "America's Most Admired Companies" in Fortune Magazine. Furthering our commitment to the environment, Dell OptiPlex desktop line of products features a lead-free motherboard, power supply and chassis.
2006	EMC opens a new software development centre in Shanghai—the company's first China-based research and development facility.
2010	Dell acquires key IP in storage, systems management, cloud computing and software: Boomi, Exanet, InSite One, KACE, Ocarina Networks, Scalent and Dell Compellent. Dell is the No. 1 healthcare information technology services provider in the world according to Gartner, Inc. and wins more than 300 industry awards in 2010. The company accelerates enterprise customers' move to the cloud with Dell Virtual Integrated Systems solutions, based on open architecture solutions that focus on interoperability and extending the legacy investments of our customers. Dell enters the tablet arena with the Streak, a 5-inch device designed to provide the best on-the-go entertainment, social connection and navigation experience. Newsweek names Dell the greenest company in America.
2013	Michael Dell and private equity firm Silver Lake Partners buy back Dell from public shareholders to accelerate its solutions strategy and to focus on the innovations and long-term investments with the most customer value. One year post-privatization, Dell is the fastest growing, large integrated IT company in the world with revenue growth across our businesses and PC and server share gains outpacing the market.
2014	Investments in our strategy continue with the acquisition of data analytics leader StatSoft and breakthrough enterprise innovations like our 13th generation of PowerEdge servers and FX Series converged infrastructure solutions. Dell is the global storage leader in total terabytes sold and sets the new industry standard for value with the SC4020 All Flash Array. Our corporate responsibility leadership garners global accolades with the Keep America Beautiful Vision for America Award, Accenture Circular Economy Pioneer Award, and a spot on Ethisphere Institute's list of the World's Most Ethical Companies.
2015	Customer satisfaction rates reach record highs as customers feel the effects of Dell's singular focus as a private company.
2016	The Dell journey and the EMC journey join to reach customers and their great ideas globally and to drive human progress. The newly combined Dell Technologies marks the completion of the biggest tech deal in history.
2021	Dell Technologies completed the spinoff of VMware forming two standalone public companies.

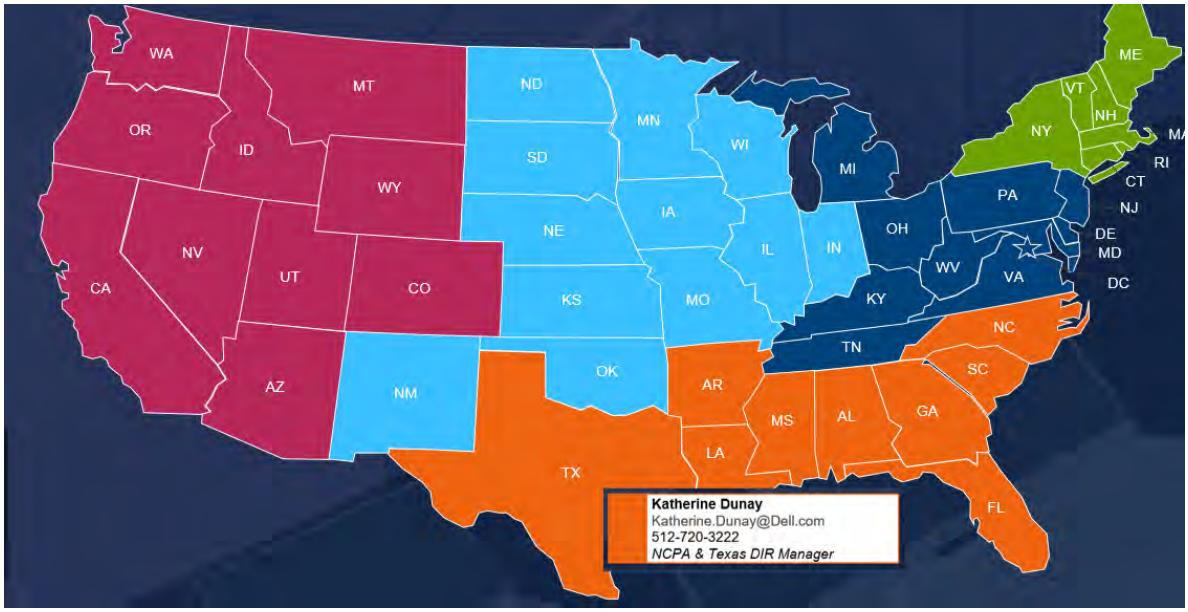
- Company's Dun & Bradstreet (D&B) number.
  Dell Marketing L.P. D & B #: 87-793-6518

- Company's organizational chart of those individuals that would be involved in the contract.

Dell Response:

By working with Dell Technologies, you can be assured NCPA and customer agencies will have access to the highest quality talent and support from experts who specialize in the public sector and education markets.

Contract Program Managers: Experienced Contract Program Managers (CPM) are assigned to large contracts to ensure contract compliance and reporting activities. CPM will also aid in marketing the contract to our SLED account team members leading to increased adoption within the State. Katherine Dunay, who currently serves as the CPM for NCPA will continue to serve as the main Point of Contact.



- **Contract Management and Compliance** - Manage the Contract and relationships with State Procurement Officers to ensure compliance with all state requirements. Design, manage, and maintain contractually required internal websites for contracts.
- **Partner Management** - Manage contracts for partner companies, including partner agreements, amendments, and compliance requirements and reports.
- **Audit** - Conduct contract audits to ensure that all data has been reported accurately and can be supported internally through a verifiable audit trail. Conduct audits of customer sales for issues regarding rebates, returns, and contract pricing.
- **Sales Training & Consultation** - Create and conduct custom presentations for training purposes given to sales partners, sales teams, and other internal departments. Consult with

customers and sales on the most appropriate contract options based on scope, pricing, contract terms and language.

- **Operations** - Analyze business processes and implement changes to enable better customer service to our end customers. Created an automated process in Access to generate custom contract price lists based on contractual requirements.

- Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.

Dell Response:

Dell has 46 offices in the US. Key contacts servicing each customer agency can be provided by the Contract Program Manager, upon request.

At the heart of our customer service capabilities are our Customer Service Centers, giving you instant access to experts skilled in the latest technologies. Support and Operations Centers are located throughout the world in locations including the following primary centers: **Boston Area in Massachusetts; Seattle, Washington, Bay Area in California; Draper Utah; Research Triangle Park NC, Burlington,** Ontario; Barueri, Brazil; Cork, Ireland; Cairo, Egypt; Tokyo, Japan; Bangalore, India; Shanghai, China, and Sydney Australia.

1465 North
Scottsdale Road,
Suite 450
SkySong 5
Scottsdale
Arizona
85257

4 McKissic Creek
Road
Suite 6
Bentonville
Arkansas
72712

14591 S.W. 120th
Street
Miami
Florida
33186

50 Constitution
Boulevard
Franklin
Massachusetts
02038

430 Cowper Street
Suite 200
Palo Alto
California
94301

135 Technology
Drive
Suites 100,150,200 &
250
Irvine
California
92618

10010 Junction
Drive
Annapolis Junction
Maryland
20701

55 Constitution
Boulevard
Franklin
Massachusetts
02038

5450 Great
America Parkway
Santa Clara
California
95054

440 First Street,
NW
Suite 820
Washington DC
District of
Columbia
20001

777 Virginia Road
Concord
Massachusetts
01742

109 Constitution
Boulevard
Franklin
Massachusetts
02038

111 Constitution Boulevard
Franklin Industrial Park
Franklin
Massachusetts
02038

42 South Street
Hopkinton
Massachusetts

228 A/B South Street
Hopkinton
Massachusetts
01748

228 C South Street
Hopkinton
Massachusetts
01748

7615 Smetana Lane
Eden Prairie
Minnesota
55344-3712

7625 Smetana Lane
Eden Prairie
Minnesota
55344

1 Penn Plaza
Suite 2920
New York City
New York
10119

1404 Park Center Dr.
Austin
Texas
78754

4309 Emma Browning Avenue
Austin
Texas
78719

01748

108 South Street
Hopkinton
Massachusetts
01748

117 South Street
Hopkinton
Massachusetts
01748

5800 Technology Drive
Apex
North Carolina
27539

4121 Surles Court
Durham
North Carolina
27703

62 TW Alexander Drive
Research Triangle Park
North Carolina
27709

3501 SW 15th Street, Bldg A
Oklahoma City
Oklahoma
73108

3501 SW 15th Street, Bldg B

701 E. Parmer Lane, Bldg PS3
Austin
Texas
78753

701 E. Parmer Lane, Bldg PS3B
Austin
Texas
78753

171 South Street
Hopkinton
Massachusetts
01748

176 South Street
Hopkinton
Massachusetts
01748

Oklahoma City
Oklahoma
73108

1 Dell Parkway
Nashville
Tennessee
37217

1225 Alma Road
Suite 160
Richardson
Texas
75081

200 Dell Way (RR5)
Round Rock
Texas
78682

12500 Tech Ridge Boulevard, Bldg PS4
Austin
Texas
78753

701 E. Parmer Lane, Bldg PS2
Austin
Texas
78753

9715 Burnet Road
Metric - 7, Suite 300
Austin
Texas
78758

5822 Cromo Drive
El Paso
Texas
79912

2300 Greenlawn Boulevard (RR3E)
Round Rock
Texas
78682

2300 Greenlawn Boulevard (RR3)
Round Rock
Texas
78682

2401 Greenlawn Boulevard (RR7)
Round Rock
Texas
78682

2401 Greenlawn Boulevard (RR8)
Round Rock
Texas
78682

401 Dell Way (RR1)
Round Rock
Texas
78682

501 Dell Way (RR2)
Round Rock
Texas
78682

501 Dell Way (RR2W)
Round Rock
Texas
78682

501 Dell Way (RR2E)
Round Rock
Texas
78682

9830 Colonnade Boulevard
Suite 380
San Antonio
Texas
78230

13197 South Frontrunner Boulevard
Draper
Utah
84020

8444 Westpark Drive
Floors 1, 3, 7, 8 & 9
Mclean
Virginia
22102

505 First Avenue South
4th Floor
Seattle
Washington
98104

- Define your standard terms of payment.

Dell Response:

Customer must pay Supplier's invoices in full and in the same currency as Supplier's quote within the time noted on Supplier's invoice, or if not noted, then within 30 days after the date of the invoice, with interest accruing after the due date at the lesser of 1.5% per month or the highest lawful rate. Supplier may invoice parts of an Order separately or together in one invoice. All invoice terms will be deemed accurate unless Customer advises Supplier in writing of a material error within 10 days following receipt. If Customer advises Supplier of a material error, (a) any amounts corrected by Supplier in writing must be paid within 14 days of correction, and (b) all other amounts shall be paid by Customer by the due date. If Customer withholds payment because Customer believes an invoiced amount is incorrect, and Supplier concludes that the amount is accurate, Customer must pay interest on the unpaid disputed amount from the due date until Supplier's receipt of payment. Customer may not offset, defer or deduct any invoiced amounts that Supplier determines are correct following the notification process stated above. Supplier, without waiving any other rights or remedies and without liability to Customer, may suspend Services until all overdue amounts are paid in full.

- Who is your competition in the marketplace?

Dell Response:

Dell Technologies offers one of the broadest portfolios of IT Solutions and Services. Our competition differs depending on the product or service being offered.

The technology market is increasingly competitive, but we don't see one single company or set of companies as our key competitors. Our business is diverse and strong, and we see ourselves in a truly differentiated position in the eyes of our customers. There really is not another company like Dell Technologies out there that can address so many customers needs today and in the future.

- Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations

Dell Response:

Dell Technologies FY22 Revenue was $101.2B. Our SLED business is roughly 10% of the revenue encompassing thousands of customers across the US and Canada and we do over $1B in each vertical.

More details about our financials can be found at: https://investors.delltechnologies.com/

- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

  $_____ in year one
  $_____ in year two
  $_____ in year three

Dell Response:

We are unable to estimate anticipated future revenue. Our historical revenue from the NCPA contract is approximately $150M per year.

- What differentiates your company from competitors?

  To find information on how Dell products and solutions compare against competition across a broad mix of head-to-head product comparisons, third party competitive research, compelling blogs and customer stories to make an informed purchase decision, visit the link below.

  https://www.dell.com/en-us/dt/what-we-do/competitor-comparisons.htm

- Describe how your company will market this contract if awarded.

Dell Response:

Dell Technologies has successfully partnered with NCPA to help its members agencies meet their technology needs. In continuing with this tradition, Dell Technologies will provide a multi-channel plan to market and promote the NCPA Contract.

Supportive of our marketing strategies and communication for the NCPA Contract will be our SLED Strategists who are former government employees or educators. Our Strategy team members are well versed in Technology Solutions for Government and Education, and act as advisors, guides, and champions for the NCPA affiliated State and Local Government and Education Institutions.

Our marketing approach will focus on contract education to ensure optimal utilization by Dell Sales Teams.

Dell Technologies Marketing & Communication Plan for the NCPA Contract

Internal Marketing/Sales Enablement

- Dell Technologies SLED Strategists will conduct presentations to all Dell Sales Teams supporting Education and State & Local Government.
- SLED Strategy Team and Contracts Program Management Office hold monthly calls with our Education and Public Sales Teams – this will provide both an initial and on-going contract update forum.
- Dell Technologies will develop a NCPA Contract Release / Marketing document which outlines the scope of the contract, usage eligibility and contract ordering specifics for Dell Technology Teams.
- Dell Technologies will develop an internal web-based resource to provide details on the NCPA Contract for use by Dell Sales Teams.
- Dell Technologies will add the NCPA contract to the list of nationally available contracts within the public sector and present it during the monthly sales training on contracts.
- Dell Technologies, based on NCPA approval, will cascade all training and messaging to our Dell Sales Teams working with Education and Public Sector customers.

External Marketing/Sales Enablement

- Dell Technologies Public Sector Account Teams will promote the NCPA contract with their customers within the NCPA region with awareness flyers that show the value of the NCPA contract over list price.
- Dell Technologies will develop, host and maintain a public-facing website with information on NCPA contract use, pricing, sales contacts, and reseller contacts.
- Dell Technologies, based on NCPA approval, will work with the Value-Added Reseller community to expand the contract for their use in supporting NCPA members. This will be an extension of our current practice with the Dell NCPA Contract.
- Dell Technologies will work with NCPA to develop Contract Communication Strategies tied to Regional SLED Events. An example would be contract marketing material for use at the “TECH Talk Live” event in Pennsylvania.

- Describe how you intend to introduce NCPA to your company.

Dell Response:

Dell has been on the NCPA contract for over a decade and our contract support teams and sales teams are very familiar with NCPA.

Contract Program Managers (CPM), Regional Account Managers and SLED Strategists are well versed in our SLED contracts. When a customer wants to make a purchase, these team members work with the Account Executive to identify the appropriate contract vehicle to enable the sale.

- **Regional Account Management**: Our regional account teams consists of general, technical, and specialty sales team members, and Dell Financial Services that will serve as the main point of contact for pre-sales design/pricing and post-sale account management activities.
- **State, Local and Education (SLED) Strategists:** Our strategists are industry veterans who have extensive experience working in universities/public agencies and have led transformation projects. They will serve as advisors to assist customers with their transformation journey.

- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Dell Response:

Dell Premier offers a suite of complementary tools designed to simplify and expand access to IT purchasing, discover insights for better asset management, and give you autonomy and control of the procurement process.

To learn more about Premier, visit: https://www.dell.com/en-us/dt/premier-solutions/index.htm

Using Dell Premier, you can:

- Shop a complete line of fully customizable business-class products, software & accessories.
- Set company-wide standards for product configurations, custom services and shipping options and purchase at your organization's negotiated rate.
- Prepare and save system configurations as an eQuote for repeat or future purchase at a later date.
- Retrieve and purchase sales-created quotes
- Purchase parts and upgrades for your existing hardware
- Retrieve detailed invoice, open order and purchase history reports or build your own report.
- Manage what users can see and do with defined access groups and user roles.
- Access your personalized Account page to manage your day-to-day account needs, like your address book, user access levels, reporting, and more. Orders that are placed via Dell Premier write frictionless to Dell's order management system, which means our customers typically receive their orders quicker and with less errors.
- You can also use the Dell Premier local online or global platform to integrate into your existing ERP or ITSM system.

A complete description can be found in Appendix D - Dell Premier for IT Procurement Overview

- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Dell Response:

Dell Technologies offers services in over 170 locations globally, including a direct service presence in more than 83 locations. Our technical support team is comprised of more than 7,500 technical support representatives and is backed by over 37,000 Dell Technologies services professionals.

At the heart of our customer service capabilities are our Customer Service Centers, giving you instant access to experts skilled in the latest technologies. Support and Operations Centers are located throughout the world in locations including the following primary centers: Boston Area in Massachusetts; Seattle, Washington, Bay Area in California; Draper Utah; Research Triangle Park NC, Burlington, Ontario; Barueri, Brazil; Cork, Ireland; Cairo, Egypt; Tokyo, Japan; Bangalore, India; Shanghai, China, and Sydney Australia.

Collaboration is also important, and our 12 Centers of Excellence and Joint Solutions Centers deliver in-house collaboration and industry-leading levels of support, leveraging Dell Technologies' alliances with leading application providers such as Oracle and Microsoft. Beyond this, we have deep partnerships with industry leaders and many cooperative support agreements to accelerate time to resolution for joint customers.

Customer Service boasts customer satisfaction ratings among the highest in the industry and has been widely recognized for leading the industry in established best practices, including best use of measurements and metrics. Dell Technologies has received over 40 Technology Services Industry Association (TSIA) Star Awards—and is a five-time recipient of the TSIA Hall of Fame Award–an accomplishment achieved by only one other company.

Support center coverage is 24/7 worldwide with support coverage delivered according to the customer's selected coverage. If onsite service is needed, the covering support center contacts the local field service representative (24x7 for high-availability contracts), which handles the case according to our formal escalation policy. For more information visit us on the Dell Technologies website:

https://www.delltechnologies.com/en-us/services/support-services/index.htm

Service is provided to customers based on their warranty and maintenance contract terms and their selected support maintenance option.

Contact Customer Service:

U.S.: 1-800-782-4362 **Canada:** 1-800-543-4782

Local dial numbers outside of U.S. and Canada can be found here: Dell Customer Support Centers Phone list

Hours of Operation: 7 x 24 x 365

For more information visit: Dell Technologies Contact Us

Customers in the USA can access Customer Support from Dell.com (http://www.dell.com/support/home/us/en/19?c=&l=&s=)

Dell.com/support is an online support site with a number of tools that can be utilized by Dell customers. The content and site language is customized by country/region. You can select and default your home country or region at the bottom of the main page. Examples of the site functions are below. Some of these modules are not available in all countries.

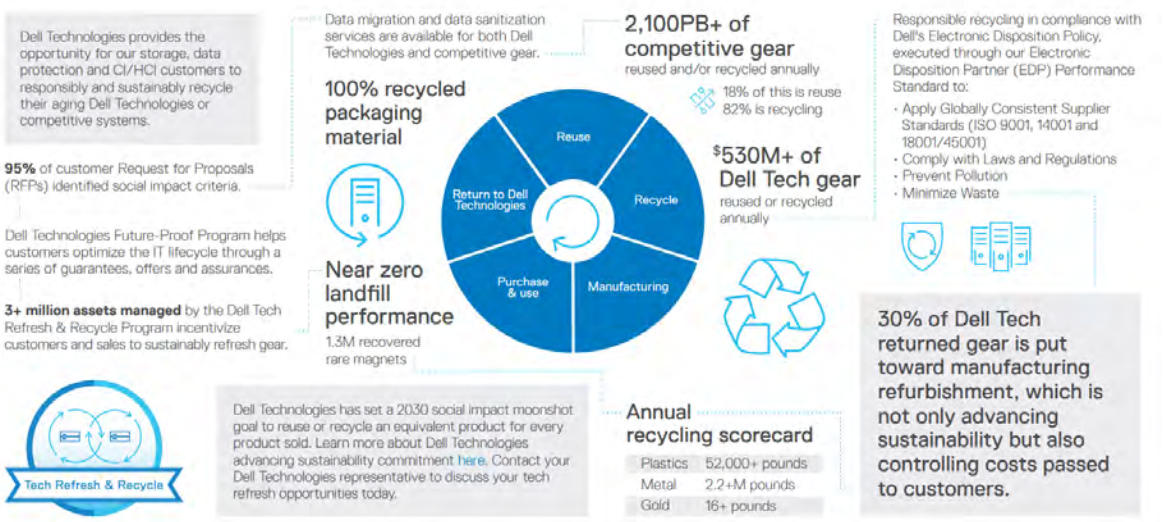
- Product Support
- Software Licenses
- Warranty & Contracts
- Order Support
- Support Videos
- Online Customer Care
- Dell Download Center and Drivers
- Service Request
- Comprehensive records for inventory management

- Green Initiatives (if applicable)

  As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Dell Response:

Our 2030 Moonshot Goal for Social Impact focuses on four key areas with Advancing Sustainability being one of them - By 2030, for every product a customer buys, we will reuse or recycle an equivalent product. 100% of our packaging will be made from recycled or renewable material. More than half of our product content will be made from recycled or renewable material. Tech Refresh and Recycle is one of the many ways in which we are striving to achieve our sustainability goals.



Dell Asset Resale & Recycling Services

We help our customers resell, recycle, or return your excess computer equipment in a secure and environmentally conscious manner that complies with local regulatory guidelines. We meet or exceed all international standards such as the Basel Convention, EU WEEE directives and US environmental and data disposal laws (RCRA, CERCLA, SARA, HIPAA, GLB and CISL). To protect your company's assets and reputation in this area, we help ensure that sensitive information does not fall into the wrong hands while also promoting environmental stewardship.

- **Environmental stewardship:** Systems with no value are recycled in adherence with local regulatory guidelines such as the EPA and WEEE legislation and waste regulations.
- **Brand protection:** We can help you avoid the negative publicity that comes from a disposal process that goes wrong.
- **Retire multi-vendor assets:** Our services can be applied to all IT assets regardless of brand.

Asset Recycling

We encourage our customers to recycle their end-of-life assets. Dell will handle the logistics of properly disposing the excess equipment in an environmentally sensitive way. During the recycling process, IT components are broken down into primary parts with materials separated into groups of ferrous metals, precious metals, and plastics. Once divided, these materials are then sent to specific partners who specialize in the disposal of each unique material.

Asset Resale

We pick up our customers systems at designated location, ship them to our facilities, sanitize the device in alignment with NIST SP 800-88 standard, and audit the equipment to determine the value. We can also help with reselling it to a third party. Equipment that has no residual value is recycled.

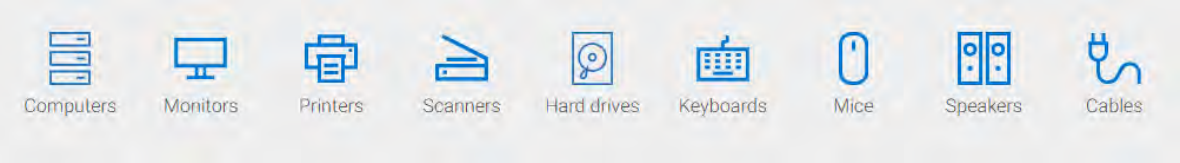
- **Onsite data sanitization option:** Provides an extra level of security because we sanitize the device in a secure environment at our customers site before it leaves your offices.

For customers who require nonstandard service or integrated deployments, Dell can provide flexible services, including custom Asset Resale and Recycling services.

Asset Records Management

We provide a detailed status report on the data sanitization and outcome of each retired system. We also can provide a Confirmation of Disposal to verify that the sanitization was successful or that the drive was shredded to prevent data recovery in the case of a non-functioning drive and that all recycling met or exceeded all local regulatory guidelines. In addition, for all equipment disposals, we provide a settlement report which lists the resell value of each piece of resold hardware and documents any other disposed equipment.

Dell Reconnect



Dell reconnect is a program that has partnered with Goodwill to keep electronics off landfills. Donate unwanted technology to Dell Reconnect and help protect the environment while supporting Goodwill mission of putting people to work. This includes chargers and cords.

- Anti-Discrimination Policy (if applicable)
  - Describe your organizations' anti-discrimination policy.

Dell Response:

Diversity, inclusiveness and respect for all Dell employees form the basis of Dell's Winning Culture and are essential to Dell's success. Dell values each individual's distinct contribution and leverages our collective strengths to ensure that Dell remains the technology solutions company of choice for customers around the world. Please see Appendix B for Dell's Diversity and Equal Employment Opportunity Policy

- Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service

Dell Response:

Dell is registered in the State of Texas through the Secretary of State office registration #6260510

Please See Appendix G for requested documents.

Tab 5 - Products and Services / Scope

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Dell Response

Please see Appendix E for Dell's Limited Hardware Warranty, and Appendix F for Dell's Return Policy. These can also be reviewed at the following links.

Dell Limited Hardware Warranty

Dell US Return Policy

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Dell Response

Dell confirms that initial purchases will be new products. Dell uses new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and products. Refurbished parts and products are parts or products that have been returned to Dell, some of which were never used by a customer. All parts and products are inspected and tested for quality. Replacement parts and products are covered for the remaining period of the limited hardware warranty for the product you purchased. Dell owns all parts removed from repaired products and, in most instances, you will be required to return defective parts to Dell.

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Technology Solutions, Products and Services categories. List all categories along with manufacturer that you are responding with:

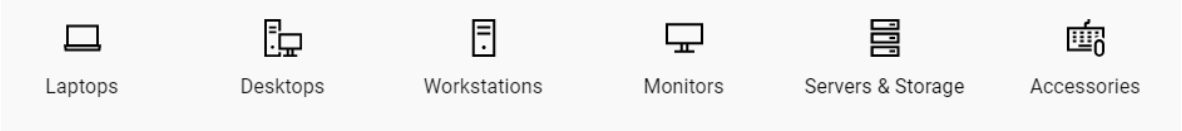
Products

- Laptops / Notebooks / 2-in-1s
- Tablets
- Desktop Computers
- Workstations – Fixed and Mobile
- Gaming Devices
- Chromebooks – Education and Enterprise

- Servers
- High Performance Computing
- Data Storage / Drives
- Converged Infrastructure
- Hyper Converged Infrastructure
- Cloud Products
- Software
- Security Solutions
- Data Protection HW / SW
- Networking
- Internet of Things (IOT)
- Sensors & Edge Devices
- Printers & Accessories
- Digital Imaging – Cameras / Scanner
- Keyboard / Mice / Input Devices
- Memory / System Components
- Displays / Large Format Displays / Interactive Flat Panels
- Spare Parts
- Accessories / Cables
- Battery Back-up / Power / Surge Protectors
- Sound / Multimedia
- Telecommunications Products
- Video – Monitors / Cards / Projector
- Interactive Whiteboards
- Commercial-Off-the-Shelf (COTS) Software
- Software-as-a-Service (SaaS)
- Infrastructure-as-a-service (IaaS)
- Platform-as-a-Service (PaaS)
- Software Licensing and Maintenance Agreements
- Subscription Based Software Licenses
- Software Related Services

Dell Response

Dell is responding to this RFP with Dell OEM products. We offer a wide portfolio of products that includes:



Our Industry Specific Solutions can be found at:

- State and Local Government - https://www.dell.com/en-us/dt/industry/state-local-government/index.htm
- Higher Education - https://www.dell.com/en-us/dt/industry/higher-education/index.htm
- K-12 Schools - https://www.dell.com/en-us/dt/industry/education/index.htm#cobrand=intel

End User Computing and Peripherals

Desktop, Workstation Hardware

Standard Business Class Desktop, Workstation configuration

We recommend our OptiPlex 5000 and 7000 series Desktops. OptiPlex are the world's most intelligent PC's with built-in artificial intelligence. OptiPlex 5000 and 7000 series desktops learn and adapt to how you work with the intelligence of Dell Optimizer Express Response, which optimizes the performance of the user's top 5 apps so they can work at their full potential and increase productivity.

Specialty Class Desktop, Workstation configuration

We recommend our Precision 5000 and 7000 series Tower, Small Form Factor and Micro Form Factor PCs. Precision offers best in class Innovative Design, Intelligent Performance, Mission Critical Reliability and Immersive Productivity.

Laptop Hardware

Standard Mobile Laptop configuration:

We recommend our 3000 and 5000 series Latitude laptops for a Standard Mobile Laptop experience. Latitude offers industry-leading Innovative Design, Intelligent Collaboration & Connectivity and Sustainability features. Latitude laptops come in 13", 14" and 15" form factors.

Ultrabook Laptop configuration:

We recommend our 7000 or 9000 series Latitude laptops for a Ultrabook Laptop experience. Latitude products are smaller and lighter than ever with narrow border screens featuring ComfortView Plus, a built-in solution that reduces harmful blue light while delivering excellent color.

Ruggedized Laptop configuration:

Dell's Latitude Rugged portfolio of devices offers best-in-class durability, reliability, and field productivity, with both tablet and clamshell models to choose from. Latitude Rugged systems keep you in control of your technology with the same industry-leading security, manageability, and reliability as the rest of the Dell Latitude portfolio. Dell Latitude Rugged systems are also FirstNet Ready™ with Band 14.

Mobile Workstation (Additional Offering):
We recommend Dell Precision mobile workstations as they deliver versatile designs, intelligent

performance, and mission critical reliability to conquer the industry's most demanding applications. From award-winning filmmakers and animators to state-of-the-art architects and engineers our expansive professional portfolio enables you to customize the workstation and optimize them for your creative expertise.

Gaming PC Hardware:

We recommend our Alienware and G-Series laptops and our recommendations for desktops would be the Aurora line (R12, R13, R14) and for laptops would be the M15/M17 (R5, R6) or the X15/X17 (R1). Alienware is the gold-standard when considering gaming devices. Unmatched power and design with leading-edge materials and exceptional engineering, every Alienware device is built to reject limits.

Tablet Devices:

We recommend our Latitude 5320 2n1 and 7320 Detachable devices. Latitude 13" devices offer the perfect balance of performance, scalability and sustainability. The 7320 is the world's most powerful, secure, and serviceable detachable and is also the most intelligent, featuring ExpressSign-in.

Enterprise Chromebooks - Latitude / Enterprise

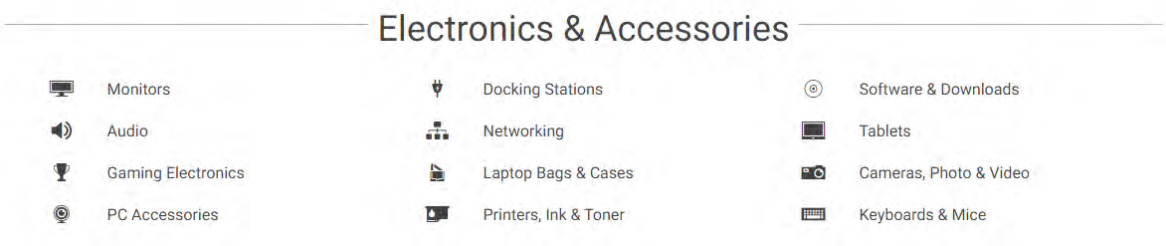
Enterprise Chromebooks are designed for durability, and some models are with a high standard of passing 17 MIL-STD 810G tests. Offering comprehensive serviceability and easy-to-upgrade RAM, storage, battery and processors so you can easily customize for your business needs.

Education Chromebooks – Student Laptops

The student version of Chromebooks is economically viable while being built to be student tough – rigorously tested beyond Mil-Std, tested to survive 5000 free fall micro-drops, while rubberized edges minimize the impact. Kid-proof keyboard and protected ports save the devices from accidental spills.

Peripherals and Accessories

Dell products are purposely built to work with multiple platforms. Our wide assortment of accessories ensure that the user fully gets to utilize our products.



In addition to Dell branded accessories, we also partner with industry-leading manufacturers to bring you a large assortment of world-class products. These manufacturers include top brands in each accessory category providing a wide assortment from premium to economic choices to suit our customer's budget.

Jabra

JBL

Logitech MK520 Wireless

Alienware RGB Gaming

Targus Drifter II Laptop

Logitech Zone Wireless

Lexmark C3224dw Color

Epson EcoTank ET-M1170

VisionTek VT1000 Dual Display

Our comprehensive accessories are listed in the table below, please note that products may be added or removed from this list:

Docks	Memory	Conference Room Solutions
Laptop Bags	Storage	Large Format Monitors
Power / UPS	Graphic Cards	Televisions
Displays and Monitors	Networking	Mounts and stands
Keyboard, Mice and Stylus	Drones	Charging Carts and Lockers
Cameras	AR/VR	Healthcare Carts / Mounts
Printers	Gaming	Furniture
Privacy Filters and Screen Protectors	Locks	Ergonomics
Audio Accessories	Cables	Home Automation

Additional accessories and options

C. Cross strap 395-BBF
D. Shoulder strap 750-AAXB
E. Spare battery charger 451-BCDF*
F. Vehicle dock DS-ELL-601
G. Keyboard cover and kickstand 580-AGLS

* Some options may not be available in all regions
' Not pictured

9

Our deep understanding of our customers working environments has helped us select and offer the best accessories for each use case. Our SLED Account Teams are experts in our customer working environment and our offerings that suit them best. Using feedback from our customers, we have worked with third parties to create custom accessories that will deliver the best integration with our products – the image above shows accessories that are designed for our Rugged product lines. These accessories are designed and tested to work in harsh environments.

The benefits of buying from Dell all your 3rd party add-on products are that Dell will provide or facilitate the warranty service and maintenance for all the products on the Master Agreement either directly or pass-through from the third-party manufacturer. This makes it a one stop shop for all your purchase, warranty and sales tracking needs.

Infrastructure Solutions

Dell leverages a modern approach that helps our customers get more value from centralized IT solutions, data lakes, predictive analytics and digital integration. Dell's capability to provide End to End solutions help institutions reduce complexity and cost. Dell transforms higher education IT environments:

- **Data Storage, Management and Protection** - Dell Technologies can streamline data management through customized enterprise content and records management, risk and compliance management,

and data protection. We also can provide digital storage designed to satisfy workload and institutional needs for efficiency, performance and scalability.

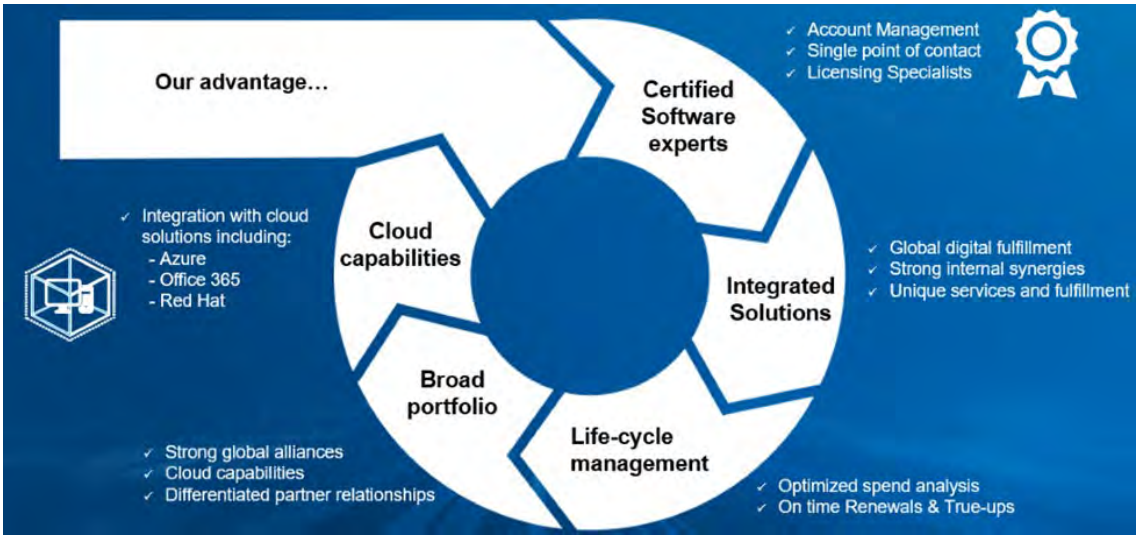
- **Modern Data Center** - Dell Technologies offers automated hyper-converged platforms to modernize higher education data centers and deliver an IT-as-a-service model. This way, institutions can provide primary IT functions to users, partners and the community as a self-service catalog, even in combination with public-cloud and managed services.
- **Digital Campus (IoT)** - Higher education can bridge information islands using Internet of Things (IoT) technologies from Dell Technologies. Our IoT experts work with universities on widely diverse projects. We also offer storage for IoT data and advanced data analytics to gain actionable insights from it.
- **Transform your High-Performance Computing** - From small institutions to some of the world's largest, researchers are pushing their discovery horizons with Dell Technologies high-performance computing (HPC) solutions.

Dell Partner Software Solutions

Dell Partner Software has been serving customers, including educational entities, since 1984, the year when Dell was founded. We make it easy to source traditional and cloud-based software licensing offerings through expertise, reach and influence. Dell Partner Software provides solutions for:

- Software Licensing and Maintenance Agreements
- Subscription Based Software Licenses
- Software Related Services

Dell's extensive experience working with software publishers and our customers enables us to efficiently navigate the complexities and processes of software licensing and help advocate for our customers. Within Dell Software, we have an entire organization dedicated to state and local government and educational accounts. This organization is staffed with capable, experienced, industry-savvy, and customer service-oriented people who understand that state and local customers have unique needs when it comes to budgeting, procurement and payment processes, dissemination of knowledge and information, and many other agency-specific items.



Dell Partner Software provides our customers with the industry's best customer experience along with a number of value-added services—all free of charge. Dell Partner Software also delivers value to our customers by making sure all members of our sales and customer service team receive ongoing training and earn industry certifications from the major manufacturers.

Dell Partner Software is the highest-level partner with major manufacturers including Microsoft, Adobe, VMware, Ivanti, Red Hat, BMC, Citrix, McAfee, and more. In fact, we sit on the advisory boards of most IT giants. It is not uncommon for manufacturers designing a new Volume License Agreement to consult with Dell Partner Software.

We offer a strong portfolio of software products and serve as a trusted advisor to our customers throughout the software procurement and implementation lifecycle. We offer comprehensive software portfolio management, license management, and assistance to enable our customers to optimize spend through expert guidance.

Commercial-Off-the-Shelf (COTS) Software

Dell Partner Software is the highest-level partner with major manufacturers including Microsoft, Adobe, Amazon, VMware, Ivanti, Red Hat, BMC, Citrix, Trellix, and more. In fact, we sit on the advisory boards of most IT giants. It is not uncommon for manufacturers designing a new Volume License Agreement to consult with Dell Partner Software.

We offer a strong portfolio of software products and serve as a trusted advisor to our customers throughout the software procurement and implementation lifecycle. We offer comprehensive software portfolio management, license management, and assistance to enable our customers to optimize spend through expert guidance.

Software-as-a-Service (SaaS)

Dell Partner Software teams with some of the industry's leading providers of SaaS products to provide our customers with a plethora of products that fulfill their SaaS needs. Some examples include Microsoft (M365, D365, etc.), Adobe (Creative Cloud), Amazon Web Services, VMware, and Google (GCP, Workspace) as well as many others.

Platform-as-a-Service (PaaS)

Dell Partner Software is a leading provider of PaaS options for our customers, offering a wide variety of cloud-based solutions. These include Amazon Web Services, VMware, Google, and Red Hat. These solutions provide the platform for our customers to deploy, provision and run applications without needing to build out the underlying infrastructure.

Software Licensing and Maintenance Agreements

Our software specialists are highly trained in the nuances of software licensing and maintenance Agreements, providing our customers with a true trusted advisor to help navigate these complicated agreements. For example, all of our software specialists carry the Microsoft Certified Professional certification, and members of our team hold certifications with a host of other publishers. Not to mention that we have licensing specialists that are solely dedicated to our major publisher partners for a deeper understanding of those agreements.

Subscription Based Software Licenses

Dell Partner Software is a major reseller of subscription-based software licenses across the entire spectrum of the industry. Additionally, our software specialists are highly-trained to assist our customers to help determine the best licensing model that would most effectively meet their business needs, be it subscription, on-premise or a mixed model.

Services

- Deployment & Installation
- Professional Services
- Consulting Services
- Security Services
- Business Continuity / Business Resiliency
- Disaster Recovery
- VMware Professional Services
- Microsoft Professional Services
- AWS Product and Services
- Application Services – End User
- Application Services – Data Center
- Residencies
- Managed Services – End User
- Managed Services – Data Center
- Education & Training
- Telecommunications
- Product Configurations
- Product Support
- Warranty
- Asset Lifecycle Management
- Asset Recovery

Dell Response:

Technology Services Overview:

Our services include a broad range of configurable IT and business services, including infrastructure technology, consulting and applications, and product-related implementation, deployment, and support services. We manage our services based on a customer engagement model, which groups our services with similar demand, economic, and delivery profiles into five categories of services: Consulting and Professional Services, Deployment and Lifecycle Services, Managed Services, Education Services, and Support Services. Within these categories, we offer a variety of discrete and customizable services to our customers as part of an overall solution. Without going into the extensive range of offerings – Dell Technologies has over 460 discrete service offerings and can customize the right solution for EVERY customer - let us share some examples on how Dell Services can help accelerate your transformation.

While many customers have a defined IT and Transformation strategy, the underlying roadmap on how to get there is not always clear, resulting in limited executive sponsorship and a lack of alignment across various departments and areas of operations. Our Professional and Consulting Services can help by assessing your environment and building a transformation, implementation, management, and lifecycle support plan that achieves the desired outcomes aligned to the institutions vision and strategy. Additional specific details around our Workforce Consulting, Application Analysis and Modernization, Hybrid / Multi-Cloud, Cyber Security / Business Resiliency, Data Center Consolidation, and other services are provided here or in the “Value Added” section in this response.

For IT the directive has changed from “do more with less” to “do more with less…faster” as time expectations of the technology world are compressing exponentially. This requires the deployment of new

and more efficient infrastructures, modern collaboration, and communication tools, as well as the right end user devices. Our Deployment Services can help your organization embrace new technologies by accelerating deployment and adoption so you can execute digital strategies and drive toward the desired outcomes. The services include Configuration and Implementation Services, On-site and Remote site Deployment Services, Image Provisioning, and full Lifecycle Management Services, including sustainable asset recovery and recycling, and additional details around these services are available here and in the "Value Added" section in this response.

Managed Services allows you to offload day to day IT operations by combining on-site and remote end-to-end management and operation of your infrastructure or client devices, allowing your resources to focus on more value-producing and strategic initiatives. These managed services include a full range of offerings, including on- and off-premises management of client and/or infrastructure, co-location management, security monitoring and a host of other managed services capabilities. Additional details are available here and in the "Value Added" section and the Addendum to this response.

Many organizations recognize the competitive nature of finding and retaining a skilled IT workforce. Dell Technologies Services can augment your in-house skills with consultants and technology experts through Staff Augmentation and expert Residency services, enabling you to shift focus from day-to-day management to critical IT and business initiatives. This includes delivering Support Services that utilize our experts as well as AI, machine learning and deep learning to optimize performance while predicting, preventing and proactively resolving issues. Further detail is available in the Addendum section of this response.

A full range of training and Education Services to help you upskill your teams by identifying knowledge and skills gaps and define a continuous learning strategy skills are up to date, for all of Dell Technologies' hardware platforms and all the most in-demand application, infrastructure, communications, application development and other environments.

Financial Services Offerings:

- Infrastructure-as-a-Service (IaaS)
- Leasing for Public and Private/Commercial Entities with schedules included for:
  - Fair Market Value Lease
  - Purchase Option Lease
  - Tax Exempt Lease Purchase Lease
  - Flex Lease Purchase
  - PC-as-a-Service
  - Software Schedule
- Deferred Payments (Direct and Indirect Financing)
- Payment Agreements
- Usage Agreements

Responses:

Dell Financial Services

Dell Financial Services, L.L.C. (DFS) is a dedicated financial services entity focused on the financial and technology management needs of Dell's customers. Obtaining computer equipment is only the beginning. DFS provides a variety of payment solutions that allow our customers to acquire multi-vendor hardware, software and services.

Our flexible payment solutions offer an end-to-end solution across Dell Technologies in addition to products from other manufacturers or vendors hardware, software and services.

Over the past twenty-five years, DFS has originated over $90 billion in leases. Annually we fund over $8 billion in revenue, and we currently have $12.5 billion in managed assets. DFS operates in over 50 countries with 1500 employees around the globe.

Our mission at DFS is to help Public Agencies using the NCPA get the technology they need today and expand acquisition opportunities within current budget allocations. You will find a wide range of flexible programs all aimed at making acquisition easy and affordable, whether you are on a regular rotation program, unsure of your long-term plans, or seeking an affordable method of financing equipment, software, and related services. Our portfolio of payment solutions can help you meet business challenges. DFS is committed to your success.

MyDFS

DFS strives to empower our customers to manage their business with DFS online globally. DFS is in the process of launching a new online portal which will bring a number of exciting capabilities to our customers and will continue to improve the DFS experience.
A highlight of the new enhancements through 2022 will include, but not limited to:

- Dashboard and portfolio visualization
- Provides a consistent look and feel with other Dell platforms including single sign-on
- Contract, asset and invoice data management and document retrieval.
- Online Schedule Acceptance (OSA) – US- Commercial customers only
- Standard and custom reporting capability
- End of lease capabilities at both contract and asset level.
- Customer administration feature to self-manage data and user capability access.
- General support requests

Minority Financing

Through a strategic arrangement with Pharos Financial Services L.P. (PFS), DFS can help facilitate technology ownership and rotation programs to customers desiring a Minority Business Enterprise (MBE) or Historically Underutilized Business (HUB) lessor. Available in the United States only.

These programs can benefit customers in a number of ways:

- Demonstrate public policy support
- May provide bidding advantages on government contracts
- Cultivate greater customer loyalty

The collaboration between PFS and DFS also offers a number of advantages:

- Access to DFS financing program benefits including customized payment structures, electronic invoicing, asset reporting and a flexible end-of-lease process
- Single-source contact for equipment and leasing needs
- One-stop shopping for service
- Speed to production and delivery
- Easy equipment upgrades and enhancements

Unlike a complete outsourcing solution, you remain in total control of key strategic decisions with PFS minority financing solutions.

Response to Specific RFP Provisions

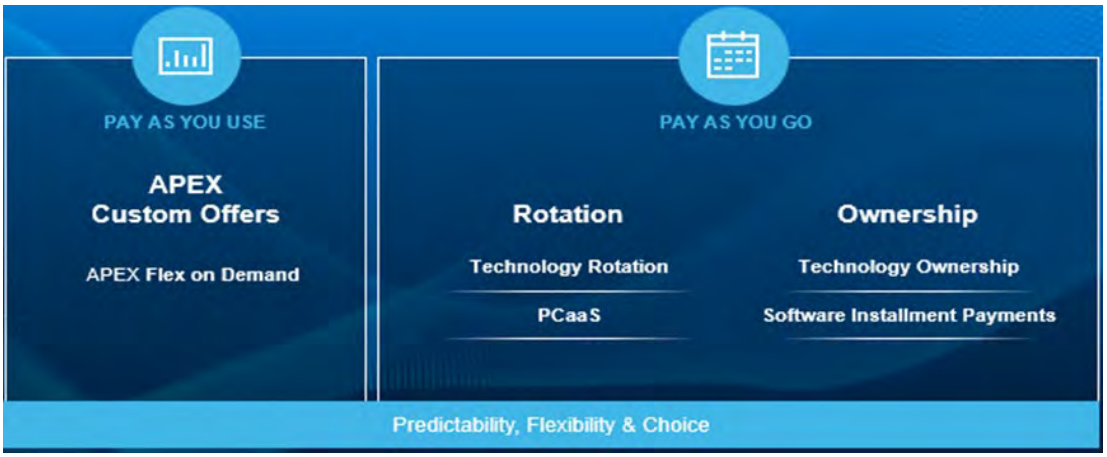
Many of the terms and conditions presented in the RFP are applicable to straight procurement/purchase transactions and not to leasing and financing and other flexible payment solutions, which are made available directly through DFS or PFS in accordance with one or more of the separately negotiated DFS or PFS lease or finance agreements (“Lease(s)”). Since the current RFP does not contain any Lease terms and conditions, any eligible Public Agency under this RFP authorized to execute such Leases under applicable law must execute a separate Lease directly with DFS or PFS for the hardware, software, and/or services being procured under this RFP. Each Lease will separately establish a long-term (beyond net 30 days) financial relationship between DFS or PFS and each Public Agency procuring under the NCPA contract). Any Lease solutions will be subject to the terms and conditions of the corresponding DFS or PFS Lease. Each eligible Public Agency will be required to separately negotiate the terms and conditions of its Lease with DFS or PFS directly. To the extent of any conflict or inconsistency between the terms of the DFS or PFS Lease and the terms of this RFP, the terms and conditions of the DFS or PFS Lease will prevail.

In addition, Dell may offer consumption-based models under its Dell APEX Flex on Demand Program (“FOD”) as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement (“MFCA”). Any FOD solution will be subject to the terms and conditions of the MFCA only, an example of which is attached hereto in Appendix H. Eligible customer shall negotiate the terms and conditions of such FOD solution directly with vendor or its designated affiliate or its authorized distributor/partner/reseller, including, but not limited to, the MFCA, any flexible consumption schedule (“Schedule”), and any other documentation that may be required for such transaction. The parties recognize that the MFCA and any Schedule executed by the parties hereunder are separate and independent agreements between the eligible customer and Dell or its designated affiliate or its authorized distributor/partner/reseller, with the terms thereof constituting the entire agreement for such transaction. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of the RFP, and

conditions of the MFCA will prevail for such offerings. Samples of the MFCA, Schedules, and any other related documentation that may be applicable are attached in Appendix H.

Flexible Payment Solutions Enabled by Dell Financial Services

DFS' payment programs offer flexible end-of-term options designed to suit each entity's unique needs. Payment terms are generally from 24 through 60 months and are tailored to match the essential useful life of the equipment to the payment term. Payments can be billed monthly, quarterly, semi-annually or annual, in advance.



Pay as You Go Solutions

These solutions are ideal for predictable and stable workloads but can be structured in different ways to accommodate different needs.

Technology Rotation

Lowest total cost of ownership with multiple structures to support different business cases

Technology Rotation is a business strategy enabling organizations to maintain liquidity, take advantage of current-state technology, and contribute to the circular economy. When you choose a technology rotation strategy, you can structure payments to align to business needs. Whether you need payments to start small and grow as your business grows, you want to align payments with deployments, or you want to simplify billing and asset management, we can customize a solution that meets your exact needs. By utilizing Technology Rotation, organizations can accelerate and enhance digital transformation with a planned refresh of assets that can help overcome challenges throughout the technology lifecycle.

Technology Ownership

Complete, simplified structured solutions that can improve cash flow

In some instances, it makes sense to own technology. In that case, our technology ownership solution provides a simple structure for you to spread costs over time rather than incurring upfront costs. Complete systems including hardware, software, and services can be purchased this way.

PC as a Service- Lifecycle Management

Dell PC as a Service (PCaaS) delivers a modernized employee experience with a single, predictable price per unit per month.

PCaaS combines the latest hardware, software, lifecycle services and financing into one all-encompassing solution. PCaaS offers one-stop financing for PC hardware, software and services:

- Financing that is seamlessly integrated into the PC lifecycle management process

- Flexible financing options (flex up, down and mid-term upgrades for more than 300 units)
- 36 and 48 month terms
- Dedicated experts with technical knowledge and financial acumen

Software Installments

Lock in costs while beating budget constraints with publishers' pre-paid and multi-year maintenance discounts

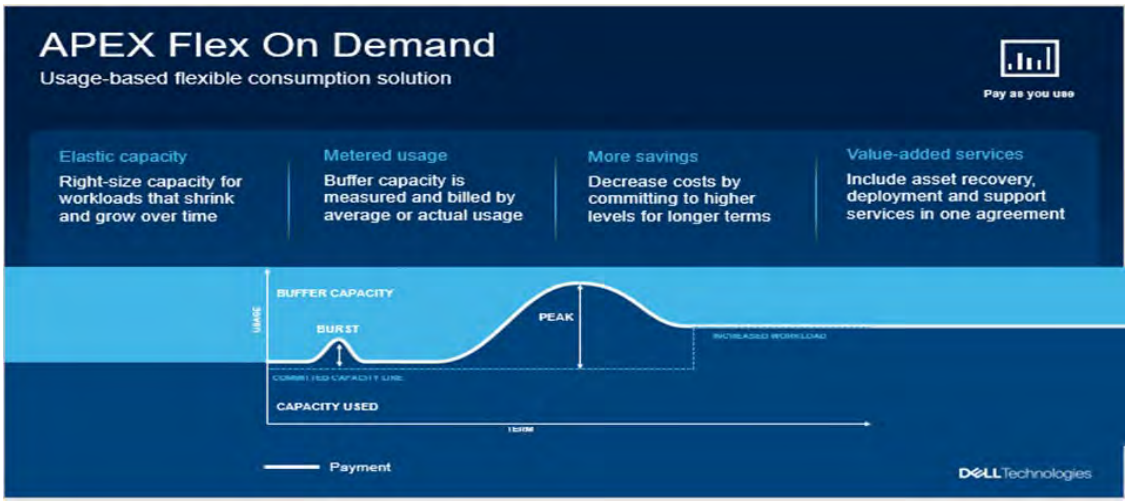
Our Software Installment payments allow you to pay for and access software in more flexible ways. Payments can be tailored to meet your needs including deferrals and can be set monthly or annually. These installments can be applied to software with or without the purchase of hardware and can also be applied to license agreements. (example TLA, ELA)

Payment Flexibility Program

Increase buying power through low rate promotions and payment deferral offerings

Whether you are choosing a rotation or ownership strategy, we realize that flexibility is KEY.
We have created a **Payment Flexibility Program** to ensure that you will be able to address budget constraints by taking advantage of low-rate promotions. When cash flow is limited, deferrals can help keep budgets on track and in uncertain business climates you might be hesitant to make a long-term commitment so we are offering shorter terms.

DFS Master Usage Agreement and usage schedule can be utilized for structures: IT as a Service (ITaaS) and cloud related Services offering may include: Software-as-a-Service (SaaS), Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS), Storage-as-a-Service, Device as a Service or PCaaS.



APEX Flex on Demand

Customers are often looking for a solution that allows them to pay for only what they truly use. Flex on Demand offers elastic capacity and pay for use economics. Many customers looking to take advantage of public cloud economics and flexibility turn to Flex on Demand. With Flex on Demand you can take advantage of:

Elastic Capacity

Provision the right-sized amount of capacity for workloads that shrink and grow over time – committed capacity can be adjusted as needs evolve.

Metered Usage
Buffer capacity is measured at the technology level and is billed by average or actual usage preventing overspending for underutilized capacity.

More Savings
Determine the level of commitment right for your organization and drive lower usage charges by selecting higher levels of committed capacity and longer usage periods.

Value Added Services
Include asset recovery, deployment and support services in one agreement.

Master Lease Program

For large-scale acquisitions (in excess of $250,000 in financed equipment over the next 12 months) and/or the ability to upgrade PC-related equipment continually, with minimal additional paperwork, the Master Lease Program is the most efficient choice.

Streamlined transactions - Accelerate the acquisition of IT solutions with a financing process that is seamlessly integrated with Dell Technologies

Simplified acquisitions - Acquire the technology you need from any vendor without renegotiating basic financing terms and conditions

Electronic documentation - Contract within a modern financing infrastructure, where digital documents eliminate the need for hand copy signatures

Self-service – **Leverage** DFS Online Services to accept lease schedules and view leased asset reports online

Ease of use - Finance the entire transaction by designating 'DFS Lease' on the purchase order

End of Term

The circular economy is aimed at eliminating waste and the continual use of resources. End of term options are focused on making the return part of the cycle easy and efficient. DFS recognizes that an ineffective end-of-term process can diminish the potential benefits of leasing. DFS understands that the elimination of obsolete systems promotes the continued mission of your business and the role of the technology department. Accordingly, your dedicated DFS sales team will work with you to provide the tools to help you make the right decisions at lease termination.

Easy end-of-term process - 6 month notice and options that include renewal, return and purchase of equipment, dependent on contract type.

Auto renewal periods - Practical automatic renewal periods. It's your choice at the end of a lease whether to extend, return, or acquire the asset.

Straightforward returns - A straight forward approach to returns. Acceptance of returned items whatever their condition and stops the lease charges.

Environmental sustainability - Asset refurbishment processes go beyond minimum standards and are regularly reviewed to ensure that they remain as environmentally sustainable as possible.

End-of-Term Administration - DFS feels that one of the keys to an efficient end-of-lease process is a clear customer understanding of the roles and responsibilities of the end-of-lease process. DFS maintains resources specifically to assist you with management of leased equipment coming out of the leasing cycle.

Fewer Damage Charge Categories - DFS offers a simple and easy returns process with only a limited number of missing, wrong, and damaged categories. We do not bill MWD in excess of a system's Fair Market Value and all charges below assume at least 80% of the items are returned without other damages or missing items.

Tab 6 - References

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to https://www.procurated.com.

Dell Response:

The table below shows the number of SLED (State/Local Government and Education) customers that do business with Dell within North America.

	State & Local Govt.	K-12 Education	Higher Education
End User Devices	~12,000 customers	~10,000 customers	~3,500 customers
Infrastructure	~3,000 customers	~1,500 customers	~1,000 customers

Reference 1: High Performance Computing at University of Texas	
Entity Name	Texas Advanced Computing Center (TACC)
Contact Name and Title	Dan Stanzione – Executive Director
City and State	Austin, TX
Phone	512-471-2763
Email	Dan.Stanzione@tacc.utexas.edu
Years Serviced	21
Description of Services	Enterprise & High-Performance Computing

Annual Volume	Annual variance is $5M to $60M

Reference 2: Current NCPA Contract User	
Entity Name	Southern Westchester Board of Education Services (BOCES)
Contact Name and Title	Patrice Duane - Purchasing Director
City and State	Rye Brook, NY
Phone	914-922-3334
Email	pduane@lhric.org
Years Serviced	3 years
Description of Services	End User Devices, Data Center Solutions, Microsoft SW
Annual Volume	Roughly $10M

Reference 3: Current NCPA Contract User	
Entity Name	Seminole State College of Florida
Contact Name and Title	Dr. Dick Hamann, Vice President, Information Technology and Resources/Chief Information Officer
City and State	Sanford, Florida
Phone	407-708-2258
Email	hamannd@seminolestate.edu
Years Serviced	25 years
Description of Services	End User Devices, Servers, and Storage
Annual Volume	$1M

Reference 4: NCPA Contract User	
Entity Name	Rochester City School District
Contact Name and Title	Timothy F Schmandt - Director of Procurement

City and State	Rochester, Ny
Phone	585-262-8538
Email	timothy.schmandt@rcsdk12.org
Years Serviced	30 Years
Description of Services	Client Hardware
Annual Volume	$1M+

Reference 5: NCPA Contract User	
Entity Name	Erie 1 Board of Education Services (BOCES)
Contact Name and Title	Tim Kehoe - Purchasing Manager
City and State	West Seneca, NY
Phone	716-821-7426
Email	tkehoe@e1b.org
Years Serviced	Over 7 Years
Description of Services	Client Hardware, Servers, Storage
Annual Volume	$6.5M

Reference 6: NCPA Contract User	
Entity Name	Monroe One Board of Education Services (BOCES)
Contact Name and Title	Dan Fullerton - Asst. RIC Director
City and State	Rochester, NY
Phone	585-383-2281
Email	daniel_fullerton@boces.monroe.edu
Years Serviced	4
Description of Services	Client Hardware, Server, Storage

Annual Volume	$4.5M

Reference 7: Dell Financial Services	
Entity Name	Hazelwood School District
Contact Name and Title	David McCorkle - CIO
City and State	Florissant, MO
Phone	314-953-5020
Email	DaveMc@hazelwoodschools.org
Years Serviced	13 years
Description of Services	DFS - Pharos Financial Services Master Lease Agreement, MBE/WBE Software/Hardware, Servers.
Annual Volume	>$2M

Reference 8: Dell Technologies Services	
Entity Name	MD Anderson Cancer Center
Contact Name and Title	Emil Patel - CTO
City and State	Houston, TX
Phone	713-792-7005
Email	epatel@mdanderson.org
Years Serviced	8 years
Description of Services	Infrastructure Enterprise, End User Client, Desktop, Infrastructure Residency Services, Client Resident Services, Data Center Deployment Services, Managed Deployment, Consulting Services, Application Services
Annual Volume	$33M

Reference 9: Dell Technologies Services	
Entity Name	Lufkin ISD
Contact Name and Title	Brad Stewart - CTO
City and State	Lufkin, TX
Phone	936-630-4303
Email	bstewart@lufkinisd.org
Years Serviced	8 years
Description of Services	Infrastructure Residency Services, Client Resident Services, Data Center Deployment Services, Managed Deployment, Factory Services, Consulting Service
Annual Volume	$1.8 million

Reference 10: Dell Technology Services	
Entity Name	Texas A&M University
Contact Name and Title	Jon Griffey - Director
City and State	College Station, TX
Phone	979-862-9200
Email	griffey@tamu.edu
Years Serviced	10 years
Description of Services	Infrastructure Enterprise, EUC Client, Desktop, Infrastructure Residency Services, Data Center Deployment Services, Managed Deployment, Factory Services, Consulting Services,
Annual Volume	$15M

Reference 11: Dell Technology Services	
Entity Name	The University of Texas Health Science Center at Houston
Contact Name and Title	Tony Murry - IT Infrastructure Director
City and State	Houston, TX

Phone	713-486-4823
Email	tony.f.murry@uth.tmc.edu
Years Serviced	1 year
Description of Services	Infrastructure Enterprise, EUC Client, Desktop, Residency Services, Deployment Services
Annual Volume	$9M

Reference 12: Dell Technology Services	
Entity Name	Phoenix Children's Hospital
Contact Name and Title	Tim Foss - Director of IT/IT Security
City and State	Phoenix, Arizona
Phone	602-993-8504
Email	tfoss@phoenixchildrens.com
Years Serviced	11 years
Description of Services	Enterprise, EUC Client and Desktop, Server, Storage, Data Protection, Cyber Security and Services
Annual Volume	$5M

Reference 13: Dell Technologies Services	
Entity Name	Baker Botts
Contact Name and Title	Olaf Roessner - IT Director
City and State	Dallas, TX
Phone	214-953-6432
Email	olaf.roessner@bakerbotts.com
Years Serviced	5 years
Description of Services	Data Center Deployment Services & Managed Services
Annual Volume	$620K

Tab 7 - Pricing

Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc.). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Dell Acknowledges.

A separate pricing file has been uploaded to Bonfire Portal.

Tab 8 - Value Added Products and Services

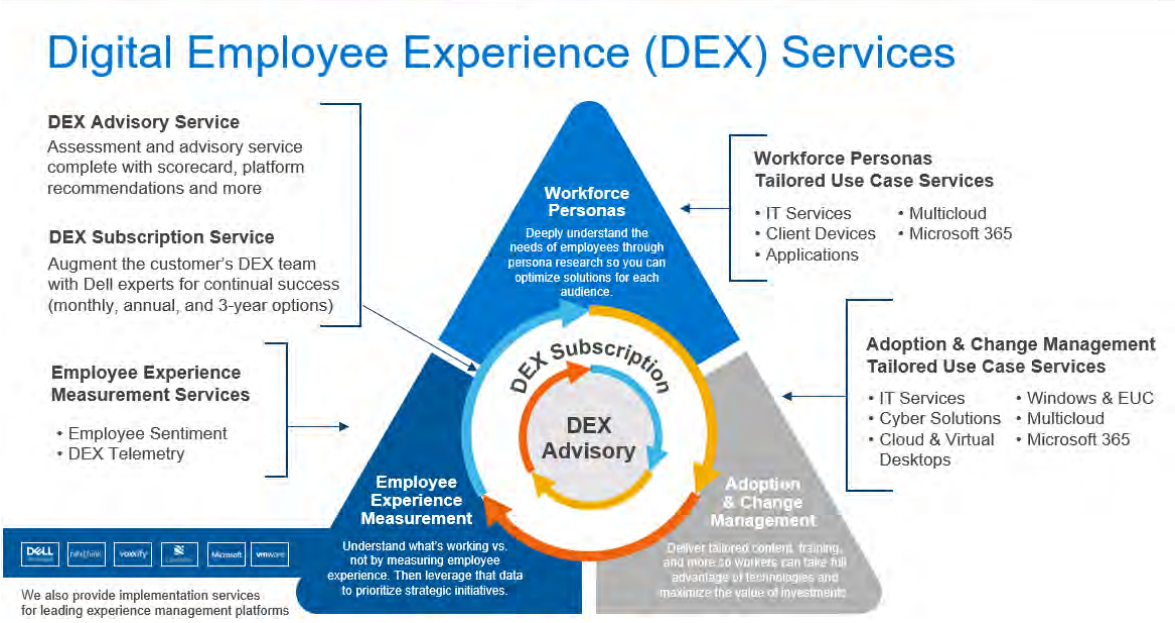
Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Dell Lifecycle Services

Consulting and Professional Services

Dell Technologies' Professional Services focuses our efforts on addressing transformation initiatives that are encompassed by four main areas – the most common areas we see our customers facing challenges with. Using our outcome-focused approach, Dell Technologies Services accelerate your ability to effectively deliver a wide range of strategy, deployment, migration, and design services for:

- Modern workforce
- Applications & data
- Multi-Cloud
- Cyber Security / Business Resiliency



Modern Workforce: *Empower your workforce with modern technologies that optimize experiences and simplify the consumption of IT services*

- **<u>Digital Employee Experience</u>** - Employee Experience encompasses everything that is experienced (or lived and felt) by employees throughout the course of their day. This includes interactions with the people, processes and technology within your organization. Why should you care? Digital Employee Experience plays a major role in employee happiness. It impacts retention, engagement, productivity and more. In a Harvard Business Review survey, 82% of respondents said employee happiness is impacted by workplace technology, and 77% said good

employees will look to move on without the tools, technology and information needed to do their job well. Digital Employee Experience is one of the most important subsets of Employee Experience and is focused on enabling employees to do their best work with the right technologies and services tailored to their needs.

Dell's answer to these challenges is in helping our clients create successful digital employee experiences by putting your people first and making sure they have what they need to do their best work and be their best selves no matter when or where they work. We take a unique, pyramid approach, helping you with:

- **Workforce Persona Services**
  - Role-based personas to understand each user's IT needs
  - The right applications, data, and devices delivered to optimize experience
- **Adoption & Change Management**
  - Tailored plans to address the human side of technology change
  - Accelerated technology adoption
- **Employee Experience Measurement**
  - Measure employee experiences and IT sentiment
  - Understanding of what's working and how to adjust IT strategy to improve

- **Maximizing your Microsoft 365 Investment** - Dell Technologies provides services for every step of the Microsoft 365 journey, including:
  - **ProConsult Advisory Services for Microsoft 365**: Educate organizations on Microsoft 365, incorporating whiteboard sessions, as-is / to-be discussions, align business outcomes and strategy, and provide a Microsoft 365 roadmap.
  - **Security and Compliance Services:** Designed to help you assess, plan and implement the Microsoft 365 features that will provide your organization with the security posture you need.
  - **Network Readiness Assessment for Microsoft 365:** Leveraging a variety of tools to assess enterprise voice experience and perform synthetic transactions across the Microsoft 365 cloud platform.
  - **Services for Microsoft 365:** Dell Technologies offers a holistic approach to helping customers design, deploy and migrate to Microsoft 365 inclusive of a variety of cloud productivity workloads such as Exchange Online, SharePoint Online, OneDrive for Business, Teams, Teams Rooms, Dynamics 365 and more.
  - **Management Services for Microsoft 365:** Provide ongoing administration and management for day 2 operations of Microsoft 365 environments for customers who are looking to out-source daily care and feeding of their Microsoft 365 environment.

- **Accelerate Modern Teamwork** - To Accelerate Modern Teamwork, we provide your workforce with a consistent, modern and secure collaboration platform incorporating, personalized experiences built on right devices, apps and peripherals; cloud-based calling and meeting capabilities; services to maximize the value of technology investments and enable day 1 productivity; and intelligent meeting spaces.
  - **Services for Microsoft Teams**
    - Modern teamwork capabilities
    - Digitized legacy business processes
    - Cloud-based calling & meeting
  - **Services for Dell Meeting Space Solutions for Microsoft Teams Rooms**
    - Dell's leading displays and compute infrastructure for Microsoft Teams
    - Intelligent meeting space capabilities
- **Modern Client Management and Provisioning** - To accelerate modern client provisioning we focus on optimizing the PC deployment, consumption and management experience, and streamlining procurement and deployment of the entire Dell client device portfolio:
  - **Persona-based Ordering**

    - Workforce Persona Services
    - ServiceNow Premiere Integration
  - **Managed in the Cloud**
    - Client Deployment Assessment
    - Services for Azure Active Directory
    - Connected Provisioning
  - **Managed Services**
    - Managed Detection & Response
    - ProManage
    - Client Managed Services
    - Lifecyle Hub Managed Services
  - **Dell Factory Services**
    - Provisioning
    - Packaging
    - Quick Start for Intune or Workspace ONE

- **Cloud Productivity & Identity** - Dell offers a robust portfolio of solutions to modernize your workplace productivity, collaboration and security tools to enable innovation and drive business forward. Many of our Cloud Productivity and Identity solutions are centered around the Microsoft ecosystem. We're one of the largest and most credentialed Microsoft partners in the world with over 30 gold and platinum certifications and offer end-to-end services including licensing, advisory, planning, implementation and managed services. We're also members of the Microsoft Intelligent Security Association and offer services that align with both the Microsoft Zero Trust security model, as well as the NIST Cybersecurity Framework.

- **Digital Services Management** - Another key area of workforce modernization is Digital Services Management, which includes self-service portals or IT services platforms. Dell's Digital Services Management solutions are designed to help organizations innovate, optimize and automate IT services for the modern workplace, including digital marketplace services, workflow & automation services and intelligent operations and managed services. We can help you deliver beyond customer expectations and design a digital marketplace experience to drive efficient IT operations at scale. These capabilities:
  - **Digital Marketplace Services** create the experiences that your employees are seeking. We enable you to deliver enterprise services through a consumer-driven digital experience tailored to role and requirements. These experiences and interactions drive employee adoption of automated self-service ordering and fulfillment.
  - **Workflow & Automation Services** accelerate implementation of end-to-end workflows that drive consistent repeatable, reliable, and auditable operations. The Dell Technologies difference here is we provide direct integration with our systems, databases, and supply chain to accelerate end-to-end fulfillment of service requests.
  - **Intelligent Operations & Management Services** help our customers achieve data-driven operations by unifying their enterprise technologies and infrastructure with the NOW platform. By unifying all your data sources, you can leverage telemetry and insights to proactively manage, predict, and self-heal to minimize downtime and disruption to the business.

- **VDI & Workspace Platforms** - Dell's Virtual Desktop Infrastructure (VDI) and Workspace Platforms truly enable work from anywhere with secure solutions and hosted VDI options that simplify IT management and provisioning. This has become especially important for our clients adopting a hybrid work model, but remote and hybrid work isn't the only scenario that benefits from VDIs. Virtual desktops are more efficient than ever to deploy, manage, and seamlessly integrate with existing workplace apps and services, providing a centrally managed, secure, cloud-hosted environment for modern teams to thrive.

Applications & Data Services

Gain a competitive edge using modern data and application patterns and technologies

- **Application Portfolio Optimization** - All IT organizations need to decrease cost and complexity to be successful. Eliminating technical debt and simplifying the IT environment will deliver business results quickly while increasing agility and speed to adapt to the rapidly changing world. Looking across the entire application portfolio we define which applications should be made cloud native, which can benefit from operational efficiencies, which should adopt more effective operation models, and which should be retired.
  - **Attribute Discovery -** To make an accurate decision for an application's future state requires data about that application. Depending on the depth and breadth of target landing zone options being considered, over 100 attributes may be needed. So, for a portfolio of 1000 applications, this could mean over 100,000 attributes will be needed to complete the analysis. We do this by leveraging existing assets and tools and where needed, using advanced electronic discovery tools to give us a complete picture of your existing application landscape.
  - **Investment Strategy** - Prior to considering where to land an application and how to get it there, each application needs to be assessed to determine if the application warrants investment and, if so, how much. This requires looking at the impact the application has on the business first, then considering technical, operational, architectural and design issues as a follow-up. Determining where an application should be deployed in the future is critical. Our Cloud Disposition service provides the answers you need to transform each application in your portfolio and determine whether you Retain, Retire, Modernize, or Migrate.
  - **Landing Zone Strategy** – Dell Technologies Services will help you look at selecting the best landing zone for each application. It is important to note that the analysis shifts and along with business characteristics, more technical characteristics come into play.
  - **Transformation Pathway** - Our eight 'R's approach to transformation pathways helps organizations determine the end-state and disposition of applications. Our model has evolved from 4 basic dispositions (Retain, Retire, Rewrite, Re-platform), to the more comprehensive 8-step process listed below. This expansion was based on the need to meet the challenges of an "aaS" market that has grown in size and complexity. More importantly, we focus on the work effort associated with each pathway and weigh that against the near and long term risks and benefits with each.
    - **Replace -** Eliminate the former application component altogether and replace it, taking new requirements and needs into account
    - **Rewrite -** Rebuild or rewrite the application as cloud native while preserving its scope and specifications
    - **Refactor -** Materially alter the application code to a new application architecture and fully exploit new and better capabilities of the application platform
    - **Replatform -** Restructure and optimize existing code without changing its external behavior to remove technical debt and to improve the component's features and structure
    - **Rehost -** Redeploy the application to a cloud infrastructure without recompiling, altering the application code, or modifying features and functions
    - **Retain -** Leave the application in its current state. These applications may be re-evaluated at a later stage for potential rewrite. These can be migrated as forklift or P2P
    - **Retire -** Retire the application as it may be at end-of-life stage or its functionality has been replaced by another application
    - **Retire & Archive -** Archive the application data to support long-term data access and compliance and retire the application
  - **Application Migration Services** – Applications that are implemented on existing infrastructure may not be able to provide the scalability and resiliency needed to meet these needs. In some cases, virtualizing applications on newer, more modern platforms is the answer. In other cases, businesses may look to leverage private, public or hybrid cloud environments to achieve the flexibility, scalability, resiliency and economy they desire. And sometimes packaged applications and operation systems may need to be replatformed and

upgraded. For all of these cases, existing applications may need to be redeployed from their current operating environment to another environment. ***Dell Technologies application migration services*** provide a factory-based approach to application migration. With this approach, we address the end-to-end migration life cycle from discovering dependencies, to developing the migration plan, to executing the migrations, to validating the migrated applications

- **Cloud Native Apps** - Cloud-native describes the patterns of high performing organizations delivering software faster, consistently and reliably at scale. DevOps, Continuous Delivery and Microservices provide the how, why and the what of cloud native. DevOps is how we approach the cultural and technical changes required to fully implement a cloud-native strategy. Continuous delivery is why software is becoming cloud-native and microservices is the software architecture pattern used most successfully to expand development and delivery operation and avoid slow, risk, monolithic deployment strategies.
    - **Application Modernization for PCaaS / CaaS -** Quickly identify and transition applications to cloud platforms with minimal refactoring. Three (3) sprints are the standard starting point. Over the course of the engagement, we evaluate architecture and operational decisions as well as development and deployment practices. Our work culminates in a prioritized backlog of improvement opportunities; foremost recommending tactical changes and enhancements that will reduce technical debt of container platform scalability, improve test automation, and introduce continuous delivery.
    - **Enterprise DevOps Implementation -** DevOps services help align your application development and IT operational teams through the use of agile techniques – including sprints, continuous integration, and continuous deployment – as part of the SDLC process. Offerings range from ***Advisory services*** to ***Implementation services*** designed to prove viability, to develop patterns and repeatable processes, and full scale implementation. Transformation of application development and operational teams by improving the way that people, processes, and technology work together.
    - **Infrastructure as Code Design and Implementation -** The ***Infrastructure as Code (IaC) Design & Implementation service*** builds the requisite tool chain and delivery pipeline to manage infrastructure and changes to infrastructure using best practices from software development and release management disciplines. This service introduces new tools common to software development, like version control, and couples them with automation capabilities. This service then maps them to new practices and processes for creating, updating, monitoring, and managing infrastructure services.
    - **Solution Architect Advisory -** Support from product specialist and subject matter experts to overcome unique challenges. Working together to improve project outcomes and maximize on-the-job skills enablement. The **Solution** Architect will work on a prioritized backlog with designated project anchors from your organizations throughout the duration of the engagement.

- **Data Driven Enterprise** - We offer our customers a portfolio of services that are based on the years of experience from our team of consultants and engineers so that they are repeatable and have predictable outcomes. Dell Services use proprietary methodologies that are designed to help customers get the maximum value from their Dell Technology investments in the shortest amount of time with the least risk possible. And our portfolio allows us to work with you no matter what your needs might be, whether you are already moving through the transformation process, or just beginning, we have services that will meet you wherever you are in your digital journey. Our goal is to help you in your business's transformational journey.
    - **ProConsult** - Apply standard offering and methodology to planning of analytical platform and architecture modernization
    - **Technology Advisory** - Develop a technology architecture and roadmap to implement new or enhanced capabilities into a production environment

- **Healthcheck** - Assess existing architecture and provide recommendations to better align it with industry best practices and benchmarks
- **Data & Platform Migrations** - Migrate legacy data platforms to more modern, Hadoop-based platforms
- **Solutions & Storage Implementations** - Integrate Dell Ready Solutions for AI / Big Data or architectures using Dell EMC storage products (e.g., Isilon, ECS)

Multi-Cloud Services

Optimize cloud infrastructure services to cost-effectively drive business growth

- **Cloud Platforms** - There are many considerations when building a cloud service delivery model. Dell Services provides a variety of ***consulting, design, advisory, and implementation services*** for an organization's multi-cloud journey. We know it can be challenging to define and implement a coordinated cloud strategy. We've seen this firsthand, as we have consulted thousands of customers on their cloud adoption journeys. Through these engagements, we have identified and refined a proven ***four-step approach*** that helps organizations better understand the tasks that are necessary to meet objectives across various lines of business. In each of these areas, there are technology outcomes needed to deliver on business outcomes. While each of these are important for you to ultimately be successful, each of the downstream activities rely on the decisions made during the Strategize stage.

  Whether your organization is undertaking a company-wide cloud transformation or scaling your cloud to accommodate special workloads, Dell Technologies offers a broad portfolio of services to empower your teams and help you realize your business outcomes. From strategy, implementation, adoption and scale, speed your path to productivity and extend your cloud environment to on-premises, accelerating innovation and delivering even more value to your business.
  - **Cloud Strategy** – Align on strategy across business, development and IT; Architect desired future state, roadmap the processes; Identify KPI/program success metrics; Validate performance and readiness metrics
  - **Cloud Implementation** – Validate operational readiness for your entire organization or individual departments; Create on-demand, self-service catalogues; Integrate with core IT operational systems; Align resiliency plan with business needs for recovery
  - **Cloud Adoption** – Create a cloud/SRE operating model; Migrate workloads, apps and data to run on your infrastructure, on or off-premises; Enact policy and governance programs; Monitor performance and productivity
  - **Cloud Scale** - Integrate on-going roadmap for business and technology; Analyze and validate success metrics; Capture employee experiences

- **Operating Model for Multi-Cloud Platforms** - Modern operating models support service-oriented IT (XaaS Model) and optimize both experience and cost transforming IT into a strategic business partner that drives innovation. For an organization to truly transform from a traditional IT model to an "as a service" cloud model which will deliver transformative value to the businesses they support, the transformation must incorporate people and processes…the operating model. We utilize a four-step method to fully extract the benefits of your cloud platforms:
  - **Strategize** - Align leadership to support transformation; Identify the organizational structure, roles and skills needed to the support transformation; Empower employees with training and new skill building; Gain employee buy-in and build morale to support a smooth transition.
    - Transformation Strategy Workshop
    - Multi-Cloud Roadmap
    - IT Operating Model Design
    - Cloud Education Services

- **Implement** - Design the processes that enable IT to support business requirements; Deliver standardized services supported by repeatable processes and automation; Condition effective cross-functional communication and streamline operational process handoffs.
    - Value Stream Mapping
    - IT Process Design
- **Adopt** - Increase clarity and alignment between business goals and IT developments; Simplify service consumption and increase end user satisfaction with a robust catalog and self-service portal; Drive adoption of self-service offerings to reduce exception and costs; Optimize your service catalog tailored to role; Define financial chargeback model for services rendered.
    - Service Catalog Design
    - IT Financial Management
- **Scale** - Assess progress towards goals, objectives and transformation KPIs; Conduct employee IT pulse check to assess employee engagement and satisfaction with cloud services and experience; Reassess objectives and priorities to integrate into the roadmap
    - IT Experience Measurement

- **Data Center Modernization** – Dell Services helps the customer data center modernization efforts by mitigating risk and cost of a data center migration and modernization using our ***patented, application-centric approach and automated tools***. One of the things that Dell Technologies Services has observed through working with clients on thousands of successful data center transformation programs is that there is a range of objectives for a data center transformation program. These objectives can range from highly strategic to more tactical concerns.
    - From a strategic business standpoint, data center transformation reduces costs and maintains service continuity, an important concern in the 7x24 cloud era.
    - From an application standpoint, data center transformation provides an opportunity to replatform applications on modern software-defined cloud infrastructure. From an infrastructure perspective, data center transformation increases scalability, agility and rapid innovation.
    - From a tactical facilities standpoint, data center transformation can lower power and cooling costs, which can be substantial, through modern data center infrastructure and thoughtful facilities placement.

  Dell Technologies can help you work through and identify all these objectives with our proven approach to data center transformation.
  - **ProConsult Advisory Core for Data Center** – provides perspective from experienced data center professionals for their IT executive team, in a 3-week engagement, resulting in custom recommendations and a roadmap for improvements.
  - **Data Center Strategy** – service defines and optimal consolidation plan examining internal and external data center alternatives.
  - **Application Blueprinting** - analyzes the inventory of applications in the current enterprise portfolio and discovers the interdependencies among applications and between applications and infrastructure.
  - **Data Center Migration** - implementation of your transformed data center strategy. Our application-centric approach uses patented tools with verification methodology to mitigate risk and decrease overall cost.

  We can also tie some or all these services together into a comprehensive data center transformation initiative.

Resiliency & Security: *Implement a strategy to reduce business interruptions and achieve a non-stop digital business*

- **Cyber Security** - The near-constant attacks we've seen represent a massive increase from years prior, but a few concerning trends have been steadily rising. More and more insiders to organizations are involved in these attacks and if an organization is impacted by a destructive attack, they're not confident in their abilities to recover after an attack. Typically, attackers begin by taking an initial look at how they might penetrate the organization and move quickly to either utilize an exploit or a phishing type attack to gain access to the networks. This is where ***prevention and monitoring solutions*** are critical to thwart attacks at this phase, as well ***training and education programs*** for employees so they are well versed in phishing techniques and how they can avoid being a victim.

  If the attack progresses further and the bad actor gains access, their first interest is establishing a foothold in order to expand the impact of the attack. In the case of a ransomware attack, this is how they're attempting to get payment, by grinding normal business operations to a standstill. In this phase, it's critical that organizations have ***advanced detection and response*** abilities to identify anomalies and quickly determine how to respond to the threat. Depending on how this is handled and how quickly a response effort takes place, the organization may be able to reduce the impact of the attack before it spreads further.

  The final step is where the attack is launched and the impact realized by the organization. If they haven't been successful in identifying and stopping the spread through these prior phases, it becomes more likely that there will need to be some kind of ***recovery effort*** to fix the impacted critical systems and get the business back up and running.

  Dell Cyber Security Services include:
  - **Managed Detection and Response** - monitoring critical parts of your business – endpoints, networks and clouds – by a team of experts certified to monitor, analyze and respond to suspicious activity around the clock.
  - **Cyber Solutions** – purpose-built to isolate critical backups of data and business applications so that in the event of an attack, ensuring a path to recovery. The key to a Cyber Recovery Solution is to ensure it's related to recovery of ***entire business processes*** so if an attack has brought down, your organization has their most critical applications ready to be recovered and return to business as usual
  - **Incident Response and Recovery Retainer** - reactive support that we can implement at a moment's notice to help you recover after a cyber incident. It also should be considered proactive in that you can set an organization's strategy today on who you will rely on for an incident response initiative, so if and when that happens, Dell Services will be the one to respond for support and help.

- **Cyber Recovery & Resiliency** – Dell Services help our customers focus on reducing the attack surface and shifting to a proactive mindset
  - **Advisory and Design** – We create a strategy for vault isolation, security, operation and reporting and design/ advise other infrastructure needed in the vault (firewall, network etc.)
  - **Deploy and Implement** – Deploy PowerProtect DD in the CR Vault, Cyber Recovery software and configure policy, deploy in the Cyber Recovery vault and integrate with vault data domain
  - **Runbook and Validation** – Dell Services Consulting documents processes to recover data
  - **Operate and Manage** – Dell offers a range of supplementary services on top such as Managed Services, Residency and Education
    - **Managed Services** - Manage day-to-day vault operations; Drive consistent procedures and testing; Monitored 24x7x365 by global operations team; Support recovery operations

- **Residency** - Extend skills and capabilities with certified technical experts; Increase resiliency, minimize security risks, support data recovery & restore options and optimize Cyber Vault components to ensure a smooth run state; Monitored and daily operations of Dell's Cyber Recovery Solution 8x5.
- **Education** - Cybersecurity Training & Certifications can include Introduction to IT Frameworks and NIST; CompTIA Security+ and Certification Readiness; Implement the NIST Cybersecurity Framework; User authentication, access controls and security standards

- **STIG Hardening Services** - STIG Security Hardening is the process of treating security weaknesses, compliance gaps, vulnerabilities and misconfiguration before a system goes into production. Security Technical Implementation Guides (STIG) Security Hardening uses prescribed federal government security guidelines aligned to NIST 800-53 standards, to deliver tighter, in-depth security control and maximized protection of IT assets.

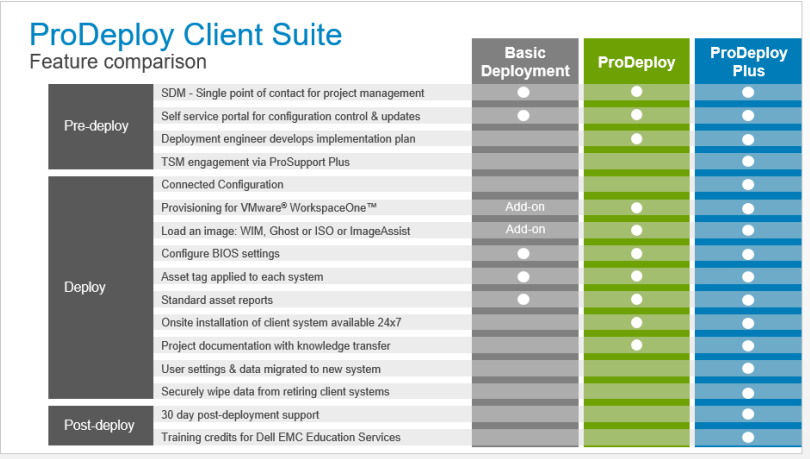
- **Zero Trust** - Leveraging the Microsoft Zero Trust model enables you to secure your digital workplace in a way that doesn't interfere with productivity, and Dell has developed an accelerated path focused on the Microsoft ecosystem that helps you:
  - **Assess & Strategize –** Cybersecurity Advisory with Zero Trust Roadmap; Security Assessment for Active Directory and Azure AD
  - **Build a Secure Foundation –** Implementation Services for Active Directory and Azure AD; Securing Microsoft Identities with Entra
  - **Secure Identities, Data, and Apps** – Getting Started with Defender for Identity; Getting Started with Defender for Endpoint; Securing the Microsoft 365 Workloads with Defender for Office 365; Implementation and Advanced Configuration of Defender for Identity w/ Microsoft Sentinel & ServiceNow; Unified Data Governance with Microsoft Purview
  - **Adoption & On-Going Management** - Incident Recovery Retainer Service / Managed Detection & Response; Adoption and Change Management

Deployment Services

Deployment Services for Client Solutions

- **Configuration & Deployment** - Dell Configuration and Deployment Services accelerate onsite or remote deployments by executing the configuration tasks required to prepare a system for installation and integration. This eliminates time spent imaging and configuring new systems desk-side or at a staging location. It ensures new systems arrive ready to use out of the box. Just install and connect to the network. Services include:
  - **Imaging Services**
    - Imaging
    - Connected Provisioning
  - **Systems Configuration**
    - Connected Configuration
    - Application Install
    - BIOS Settings
    - Hard drive partitioning
    - 3rd Party Hardware Install
  - **Asset Identification**
    - Asset Tagging
    - Asset Reporting
  - **Client Deployment** - Users want minimal disruption when they get a new device, and IT departments need to maintain the system's fitness, security, reliability, and efficiency over the life of that system. Relying on Dell Technologies to assist in this space may be a

prudent option for organizations looking to focus on their business and not on mundane IT tasks.



- Client Deployment Services include:
  - **Client Deployment Assessment** – The CDA is targeted towards customers who are interested in understanding and streamlining their deployment processes and inherent costs. The findings will help improve efficiency of deployment, reducing time and cost, reduce complexity and maximize impact throughout the process. Dell will collect information on a customer's deployment process through a combination of customer interviews and IDC data. The result is the delivery of an actionable implementation plan with real achievable cost savings. This a no-fee service for qualified customers.
  - **Remote Installation Services**
  - **On-site Installation Services (24 x 7)**
  - **Data Migration Services** - Up to 100 GB data migrated with the Dell Migration tool from a legacy to new PC

- **Connected Provisioning** – Dell Services configure more than 11 million systems a year, so we have the experience regarding the processes and now, by leveraging the cloud, we are speeding up the way devices are configured. Connected Provisioning helps get a customized device to the end user faster with fewer touches. We leveraged our long-standing configuration and provisioning expertise, to help modernize the execution, which means seamlessly and securely preconfiguring in days instead of weeks or even months.
  - **Simplify the Process** – Through TechDirect IT manages the registration, enrollment and provisioning of their Dell ordered devices from their own cloud UEM environment.
  - **Less IT Touch** – Time, work and bandwidth moved from customer environment to supply chain. Cloud based deployment so no access to customer's on-premises environment is required.
  - **More IT Control** – Scalable. Profile based configuration management per order gives the customer flexibility and control to assign & configure devices to a specific group of users.
  - **Quicker End User Productivity** - Tasks like enrollment, loading applications, modifying BIOS settings, installing updates, domain joining, and security settings can all be pre-formed prior to first end user logon.

- **Asset Recovery** - Asset Recovery Services help you retire IT equipment in a secure and sustainable manner and unlock value that can be put towards future innovation. We leverage our long-standing security expertise, environmental compliance and commitment to sustainability to help you seamlessly transition from old to new technology while protecting what's important.

- **Logistics** – We will help resale, recycle or return to lease ***any*** brand of client hardware (and servers); we collect equipment from the designated location(s) and ship it to our facilities; customers can schedule pickups, monitor the progress of every asset, and view all activities related to your service through our centralized online portal
- **Data Security** – As part of the resell and recycling service, Dell sanitizes devices offsite at our facility and in alignment with NIST SP 800-88 r1 standard data sanitization requirements; devices will be verified to confirm the sanitization was successful; if sanitization is not successful, we physically destroy the drives to prevent data recovery in alignment with NIST SP 800-88 r1 standard
- **Environmental Compliance** – Systems (including batteries and components) are recycled in adherence with local regulatory guidelines; the e-waste process is documented through the entire chain of custody until final disposal; Dell does not permit e-waste to be exported to developing countries either directly or through intermediaries; we vet, audit, and hold our partners accountable to the highest standards of environmental compliance and data security
- **Resell and Recycle** – Upon receipt, we assess the equipment and provide you with the residual value of your assets via Electronic Funds Transfer; customers can also request an appraisal of your existing assets at any time to make informed decisions about when to retire; before reselling, we sanitize the devices in alignment with the NIST SP 800-88 r1 standard which can be done offsite or onsite for extra security; if there's no residual value, we recycle the devices in compliance with regulatory guidelines
- **Lease Return** – When you reach the end of your lease, we help transport equipment back to the company from which it was leased
- **Reporting** - Customize and download dynamic reports anytime through the online portal – order views, service credit usage, value payments and pick-up status; confirmation of Disposal to verify sanitization was successful (or the drive was destroyed) and that all recycling met or exceeded local regulatory guidelines; final report that documents asset type, serial and asset tags, resale value of each piece of hardware resold any materials recycled

- **Client Residency Services** - A client residency engagement could include a wide range of technological proficiencies including:
  - Windows 10 migration
  - Application packaging
  - Unified Endpoint Management (UEM)
  - VMware Workspace ONE
  - Microsoft Windows Autopilot/Intune
  - Microsoft Endpoint Manager and MDT
  - BitLocker/MBAM
  - Dell TechDirect
  - Dell ImageAssist
  - Dell Connected Configuration
  - Dell Client Command Suite
  - Dell Migration Tool
  - Dell Support Assist
  - Dell Data Encryption

- **Endpoint Security Services** – Typically, we hear about three areas that are problematic for our customers:
  - External Threats
  - User Behavior
  - Limited Security Resources

Dell Endpoint Security software plus Endpoint Security Services help customers manage the growing cyber risk while embracing workforce transformation

- **Endpoint Security Software** – VMware Carbon Black Cloud; Encryption Enterprise; Absolute; Netskope
- **Endpoint Security Monitoring Services** – Ongoing monitoring of customer endpoints performed by experienced Dell threat analysts; Customer alerts sent via management console when malicious activity is detected; Detailed threat response recommendations delivered the next business day; Business hours monitoring with next business day response; Kickoff meeting with dedicated project manager to set expectations, requirements
- **Endpoint Security Implementation Services** – Review of environment; Software installation or SaaS activation; Configuration and custom policy settings; Pilot implementation and measure against a test plan; Knowledge transfer
- **Endpoint Security Advisory Services** - Project assistance from a Dell technical security expert , with 4 or 8 hour remote options, or multiple day onsite options

Deployment Services for Infrastructure Solutions

- **Enterprise Services / Rack Integration** - When you choose Dell Technologies Services to help with your implementation, you will get the right people, the right tools and the right processes to accelerate your transformation. Starting with an assigned project manager to be your single point of contact for the entire process and a global staff of certified technicians. Racks, components, shipment prep and packaging are customized to your specifications and reports are tailored to your needs. We deliver white glove logistics and easy part replacements if something fails. You will receive your hardware ready to use before invoices, warranties and support contracts begin.
  - **Rack Integration Services** - Dell can engineer, integrate, configure, deploy and install custom rack technology into any data center environment.
  - **Configuration Services** - Receive your new technology custom configured to meet your needs
  - **ProDeploy Installation Services** – everything from basic hardware installations through planning, configuration and complex integrations.

- **Infrastructure Deployment and Implementation Services** - Maximizing technology on day one takes the right training, insights and expertise. ProDeploy Enterprise Suite is here to help, with the right fit to accelerate deployment up to 4 times faster from planning through implementation and beyond. ProDeploy Infrastructure Suite is made up of 4 offers: ***ProDeploy Configuration Services, ProDeploy Rack Integration Services, Basic Deployment, ProDeploy, and ProDeploy Plus.***
  - **ProDeploy Configuration Services** – provide custom system settings, labeling and other common needs. ProDeploy Rack Integration Services provide full configuration and racking of the technology including custom cabling and logistics.
  - **Basic Deployment** – consists of the hardware installation during normal standard business hours.
  - **ProDeploy** – consists of your hardware installation and configuration of the software using offshore resources.
  - **ProDeploy Plus** –you in-region or onsite resources to complete the engagement for the customer. It also includes additional features such as Post Deployment Configuration Assistance and Training Credits.

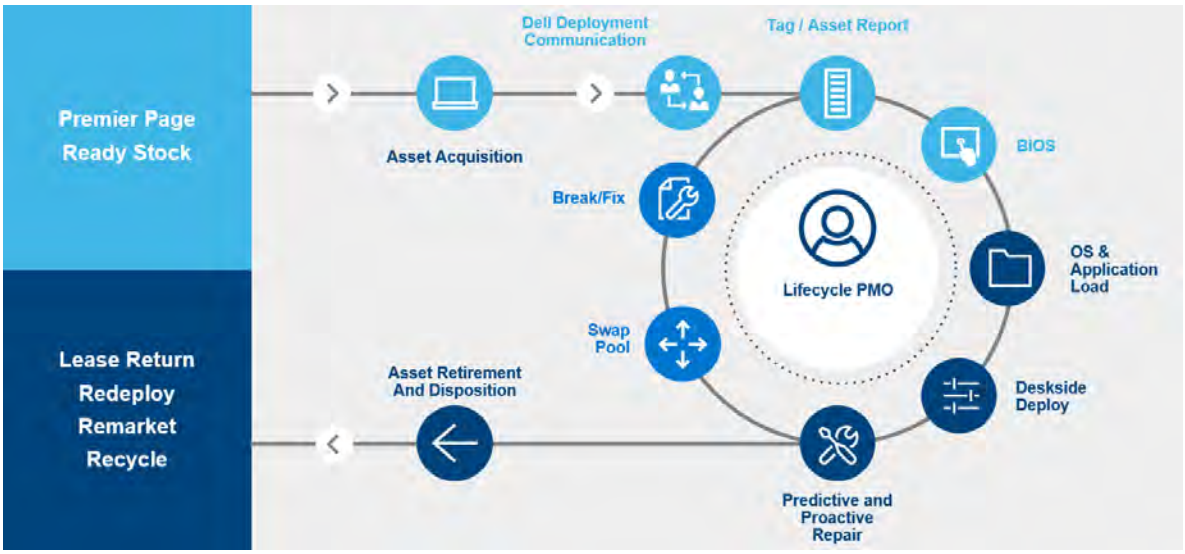
- **Infrastructure Residency Services** - With Residency Services, certified technical experts help you achieve businesses objectives and fulfill outcomes. Directed by you, residents act like an extension of your IT staff to enhance internal capabilities and resources, helping you realize faster adoption and maximized ROI of new technology. We assign the best resource to meet your needs, delivered onsite or remote, for however long you require.

- **Data Services** - Services that complement our Deployment Services for the Enterprise Suite, these offers provide dedicated expertise focused on data and security needs for infrastructure solutions
    - **Data Migration** - Data is one of your organizations most important resources and you need that data to fuel business growth. But distributed data can keep valuable insights out of reach. Our experts help efficiently move data from where it is, to where it will drive innovation. We migrate data every day, all over the world, in any situation you can imagine. Whether you are upgrading technology, changing platforms or leveraging cloud, our experts use proven tools to streamline migrations and provide you a faster time to value. Our Data Migration Services provide greater control, security and value through standardized processes in planning, execution and knowledge transfer. We lower risk through expert-delivered, dependable best practices developed over 30 years of data migration success. Our goal is to improve data availability and migrate your data efficiently with greater data integrity.
    - **Data Sanitization / Data Destruction** - Our portfolio of enterprise services apply to infrastructure products in a data center, including all of our Dell EMC infrastructure solutions and similar 3rd party non-Dell branded products. We offer 3 distinct services that vary depending on your business' need.
        - **Data Sanitization** is a software-based method of securely overwriting the data residing on a system to render it unrecoverable. We offer 2 versions of this service.
        - If you want to refresh and redeploy assets in your environment, having data wiped but retaining the asset, we have **Onsite Data Sanitization Services**. With these we come to your facility, sanitize the data, and your systems never leave your location.
        - **Data Sanitization Offsite with Asset Resale and Recycle** is best if you are looking to eliminate assets from your environment and are interested in resale or recycling. We come and pick up the assets, remove them from your facility, and perform the sanitization at a secure site. After sanitization is complete, we evaluate the system for resale value. If it can be resold or reused, then you will get some money back. If no resale value is found, or the products are too old, we will proceed to responsibly recycle the asset. This service is only available on specific Dell EMC server and storage products and related 3rd party systems. And, both sanitization offers are only able to be performed on systems that are in working order.
        - **Data Destruction**, which is performed on all infrastructure products, both Dell and non-Dell branded systems, and on systems that are no longer operational. This service is a process of physical shredding the asset to make the data residing on it completely in accessible. For this service, we come to your business site, pick up the asset and put the data bearing component through the shredder. Once shredded, everything is automatically recycled.

    - **STIG Hardening** - This service will help customers implement STIG configurations. Published by DISA, STIG is a defined set of NIST 800-53 industry standard security controls that help minimize the security attack surface on IT assets to protect against cybersecurity attacks.

Managed Services

Dell Technologies can provide a complete range of end user, infrastructure, storage, and security managed services, for any customer.



- **Client Lifecycle Managed Services:** Dell can provide a complete managed framework for your entire client environment, including but not limited to the following. These programs can be acquired as part of an institution's capital purchase / refresh, as an operating lease, or as an "-as-a-Service" model.
    - Asset acquisition and warehousing
    - Device provisioning and updating
    - Campus, local, or remote deployment and installation
    - Software and application management
    - Asset tracking and management
    - Predictive / proactive repairs
    - Moves / Adds / Changes / Re-Deployments
    - Walk up or Dispatch for Break / Fix
    - Service Desk
    - Asset Disposition

- **Infrastructure and Storage Managed Services**: Dell Technologies can provide the widest range of ***Infrastructure and Storage Managed Services*** available. These are pre-defined and custom-designed solutions, intended to meet the requirements of small, medium, large institutions, with centralized or remote management infrastructures. Depending on the unique customer needs, these managed services may include:
    - Account management
    - Predefined service levels
    - Incident/change/capacity management & remediation
    - Performance monitoring
    - Patching & updates with scheduled maintenance windows
    - Audit and compliance reporting
    - Secure remote connectivity

- Monthly billing

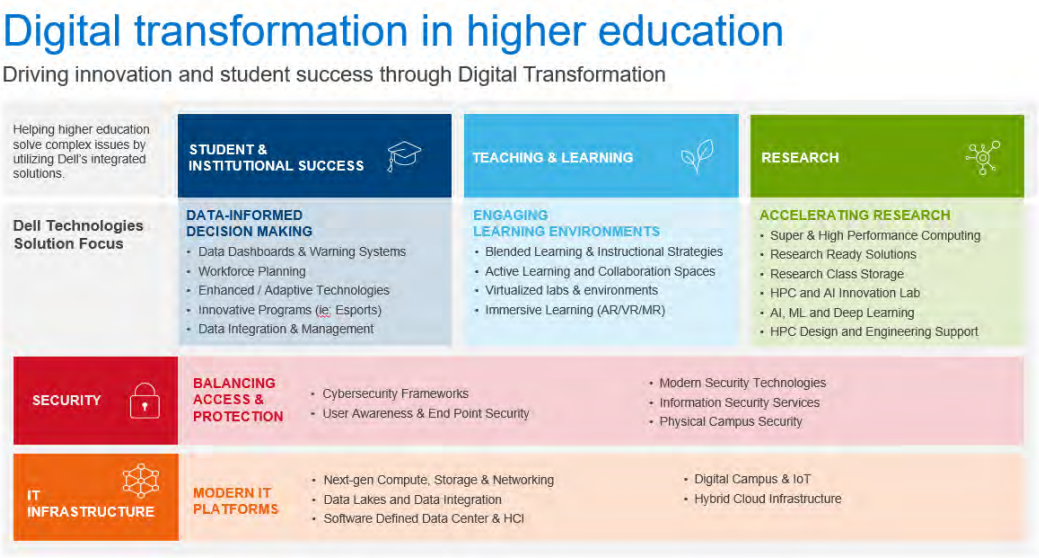
The range of infrastructure services includes but is not limited to the following list below. Additional artifacts are available; please check with your Dell Technologies Services account team for more details and specifics:

- **Infrastructure**:
  - Compute
  - Storage
  - Backup
  - Infrastructure
  - Cyber Recovery
  - Includes options for hosting
- **Workloads**:
  - Private Cloud
  - Containers
  - Cloud Native
  - VDI
- HPC
- AI / ML Ops

- **Multi-Cloud**
  - Hybrid Cloud
  - Microsoft Azure
  - Amazon Web Services
  - Google Cloud Platform
  - VMware Cloud
  - Other public clouds
- **Managed Co-Lo Services**
  - **Deployment**
    - Deploy in colocation facility and connection to Dell's service management used to create and delete resources on the supported cloud platforms
    - Configure remote management and interconnections
  - **Event Monitoring and Security**
    - 24/7 Monitoring alerts, thresholds & trends on space, power and networking in the colocation site
  - **Incident Management**
    - Manage incidents in the colocation site and problems to resolution
  - **Operational Management**
    - Maintain service management infrastructure for secure remote access
    - Configure network interconnections and manage networking capacity
    - **Execute service expansions in colocation space**
  - **Continuous Improvement**
    - Ongoing review of procedures, configurations, skills

Innovation in Education with Dell Technologies

Today, education is at a pivotal moment. Schools, colleges, and universities are in the middle of a significant shift in educational models, delivering both unique learning models and student campus experiences through digital transformation. Students are increasingly taking advantage of technology on demand to meet their own learning needs and chart their own path to workforce readiness. This change around why, how, and when students are learning is a driving force behind the growing need for advanced technology in higher education on campuses.



Based on Dell research, we believe that 85% of the jobs that will be available in 2030 have not even been invented yet. In 2030, we'll value skills like contextualized intelligence, in-the-moment learning, automation literacy, entrepreneurial mindset, and personal brand cultivation. More than anything, the ability to gain new knowledge – to learn – will be valued more than even the knowledge that people already have. So, we see our North Star - how can institutions begin to address students' expectations in order to best prepare them for that future/changing world? At Dell Technologies, we love finding new ways to help our educational partners innovate, to bring new and exciting topics and methods of learning to the modern student.

A handful of the creative programs we are currently engaged in are:

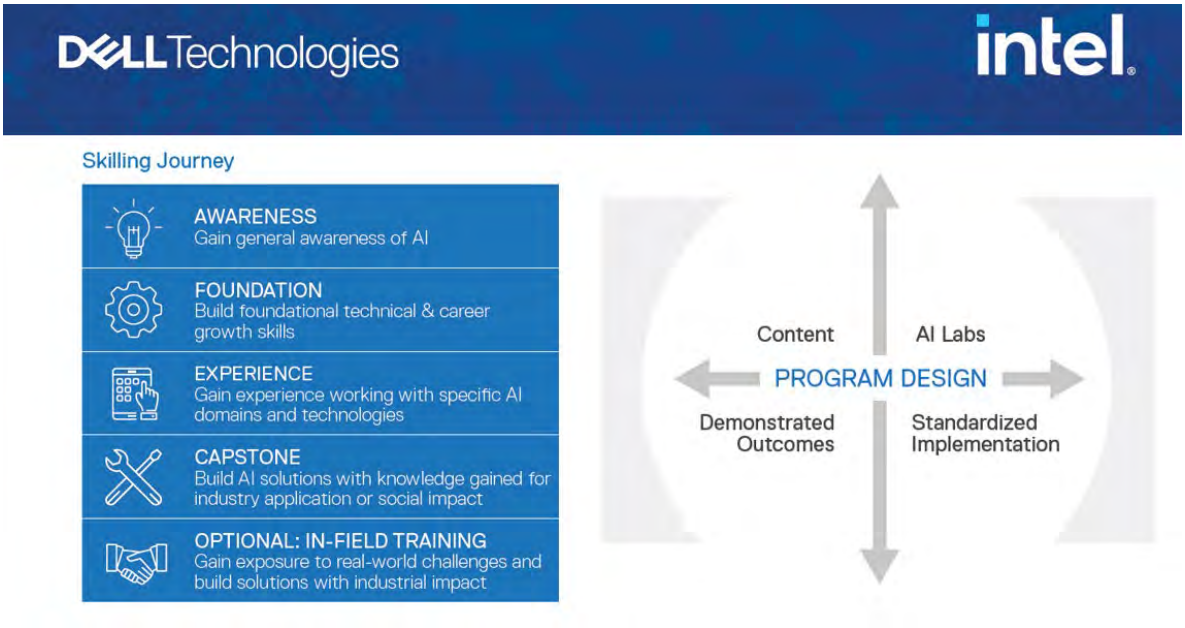
Soar with MENTOR

Soar with MENTOR is a program developed by Dell and Intel for students to inspire, educate, and equip a cohort of select female students with the necessary knowledge, skills and dispositions to be successful in life, and possibly at Dell Technologies in the future. We recognize the importance of diversity and inclusion in all organizations and believe that providing development and mentorship opportunities to female post-secondary students will help assist in the future success of these students.

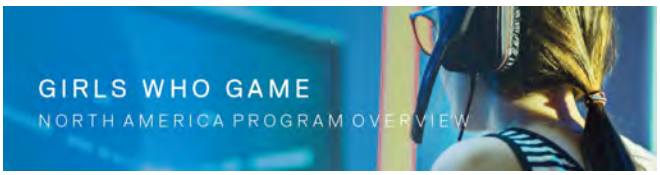
We have already begun to work with the University of Colorado campus champions to bring this program to CU students as the first of it's kind in the United States (previous programs have all been in Canada).

AI For Workforce

Dell Technologies and Intel have implemented a comprehensive AI readiness program in partnership with post-secondary education systems and governments worldwide. In the US this program goes a bit further to focus on building the future AI-ready workforce through post-secondary opportunities with the objective of 'empowering learners and workers with AI skills in an inclusive way'.



Girls Who Game



Offered through a partnership between Dell, Microsoft and Intel, the “Girls Who Game” program encourages girls to get into the world of gaming, exposing them to new ways of applying STEM learning. This is an engaging technology-based program designed to captivate female students in grades 4-8 in learner-driven experiences to build their technology, leadership and communication skills. We have also brought educational opportunities via a pilot internship program for young women in secondary education via the Girls Who Game Equity program, teaching them how to host professional panels that are streamed live on public streaming services.

We at Dell Technologies believe that our partnership runs deeper than just making sales. Some of the ways we can help elevate those sales made on campus are:

Classrooms of the Future

With more students requiring a mix of in-person and online learning through HyFlex models, Dell Technologies has partnered with numerous K-12 and Higher Education institutions to improve collaboration between faculty and students regardless of how they attended class. Many schools and universities need to deploy a connected classroom solution while staying within budget requirements. One example of a connected classroom setup Dell has recently helped build at a regional university in the West, uses a Dell 75-inch 4K interactive touch monitor, Dell OptiPlex Micro desktops and Windows Whiteboard software instead of traditional smartboards, Dell PCs and projectors. In these classrooms, any number of remote or in-person students can see and interact with a virtual whiteboard. This includes adding notes, sharing files

and running applications. The CIO of this university shared with us that “faculty utilizing this innovation, can simply pull up a file that has a template whiteboard image and instantly pick up where they left off in their last class as well as spontaneously present rich media content and annotations”.

Educational Road Shows / Guest Lecture Series / Educational Strategists

Dell Technologies prides ourselves on the expertise and knowledge of our team members. Not only do we have expert client specialists and technologists to help explain and elaborate on the newest in our hardware offerings, but we also have a dedicated team of educational strategists. Our education strategists are former educators and staff from academia who are well versed in Technology Solutions for Higher Education, and will act as advisors, guides, and champions for the University of Colorado.

In addition to understanding the higher education landscape, partnering with the University of Colorado on webinars and speaking engagements, and being champions for academic institutions, Dell Technologies Education Strategists can also help in a variety of other functions:

Strategy

- Have conversations about strategic initiatives at higher education institutions
- Participate in discovery meetings with higher education leaders
- Assist CU in their IT alignment of goals and plans to Institutional Strategic goals and plans
- Serve as higher education consultant and advisor
- Serve on advisory boards
- Facilitate Visioning Days and Dell Tech Days
- Participate as **thought leaders** in the industry via keynotes, speaking at industry events, PR, blogs, social media, and whitepapers (such as the upcoming whitepaper in partnership with the Chronicle of Higher Education featuring the CU Boulder Libraries program and research study around helping students obtain adequate hardware – to be published very soon!)

Relationships

- Foster **new relationships** with university executives and build the bridge to the Dell team
- Develop agendas and participate in **Executive Briefings at Dell Centers**
- Make **connections** across and within institutions
- Help **foster and develop collaborative partnerships**
- Focus on building **relationships** outside of IT
- Help our customers network with each other and **share best practices**

Innovation

- Advance cultures of innovation and **transformation**
- Support learning transformations with **students at the center**
- **Research** technology solutions and provide information to customers

Our founder, Michael Dell, expresses it succinctly in his quote “Our business is about technology, yes. But it's also about operations and customer relationships.” Dell Technologies has shown that we not only care

about education and its impact on the world but are actively engaged in dedicating resources to be the best possible partner for academic organizations.

Elevating CU Gaming Initiatives

We have built a strong relationship with the various CU Gaming groups, working to help elevate their mission of establishing the University of Colorado as a leader in the academic, career pathway, and research arenas of gaming and esports. A local and national expert in this field, Dell Education Strategist Danielle Rourke frequently engages with faculty, staff, and students at CU campuses and works to bring advisory and volunteer opportunities to them to help elevate their goals and involvement in the state and beyond. She hosts a monthly gaming council collaborative of esports leaders from around the state of Colorado to help advise the CDHE on ways Colorado can become the future hub of educational esports. This group created a report for the CDHE called "Report and Recommendations on Gaming and Esports in Colorado" (*please ask for report if desired*) and has helped advocate for a statewide esports league in higher education.

Dell Technologies was also a gold-level sponsor of COLTT 2021 and Danielle facilitated the session titled "Esports in Colorado Higher Education - More than just a game" with CU Gaming Director of Esports as a speaker.

We have also brought opportunities for the student leaders from CU Gaming to be an integral part of conferences such as the 2022 Phi Theta Kappa Catalyst conference's inaugural multi-day esports events. Our appreciation for their involvement was only matched by the potential opportunities and networking connections they gained from the event.

Dell Technologies also already has a solid relationship and presence at the University's various on-site retail facilities:

Dell Member Purchase Program

Dell Technologies and the University of Colorado have an extensive partnership for faculty, staff, and students to purchase and earn rewards through our Member Purchase Program:

What is the Member Purchase Program?

MPP is a membership program within the Dell Consumer branch. Members include employees, family, friends and students of your organization or school. We offer a wide array of benefits to our members, including but not limited to:

- Exclusive monthly offers
- Best price guarantee on consumer PCs from Dell
- Dedicated Dell contact for help with purchases, custom programs and more
- Free enrollment in Dell Rewards Program

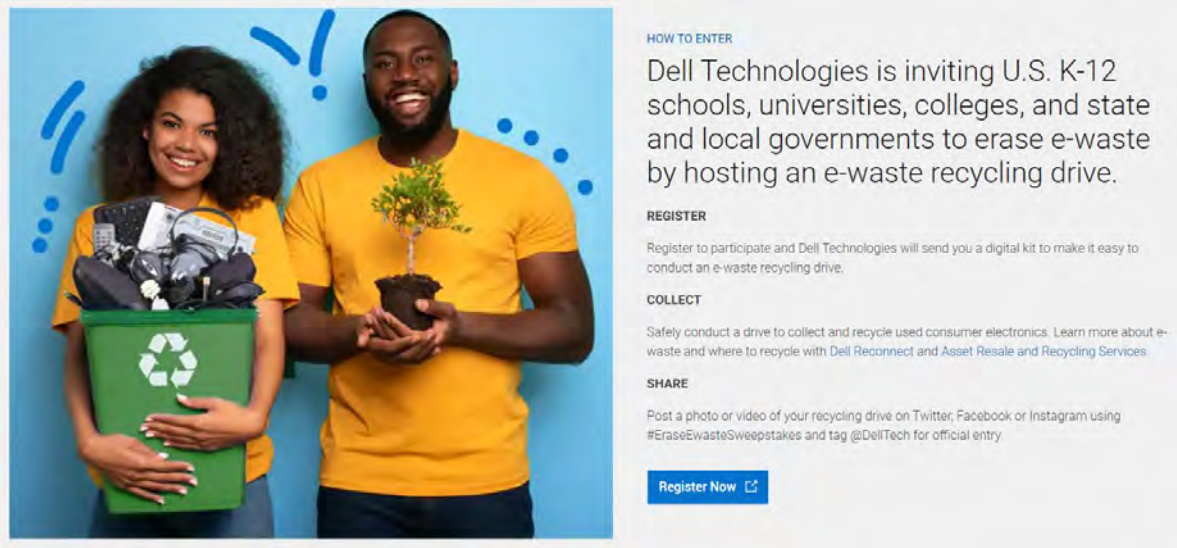
Best Price on Dell.com

Dell MPP provides your employees and/or students with several advantageous benefits with a goal of putting the right consumer technology in their hands. Take advantage of the customized programs and dedicated resources to elevate the savings and purchase experience. To take advantage of these deals, please visit Dell.com/CU. Your Dell MPP contact is Alissa Stevens, who can be contacted at Alissa_Stevens@Dell.com or 512-723-6273.

Dell Rewards Program

Dell Rewards is an added benefit for your employees when they enroll in MPP's free reward program. Your employees will receive 3 percent back every time they purchase with their Rewards membership to use on thousands of top-brand electronics, plus free expedited shipping. Learn more at: Dell.com/rewards.

Included in our Progress Made Real goals for social impact, Dell Technologies believes that sustainability is a critical factor in the future of not only our business, but all life on our planet. We recognize it is also important to our educational customers and have created many initiatives to be a partner in sustainability. One such program is our annual Erase E-Waste Sweepstakes:



We also have recycling programs via our services organization.

Dell Technologies also believes strongly that today's students are tomorrow's valued team members. We have a number of programs to help prepare students for their future careers in technology:

Student Tech Crew

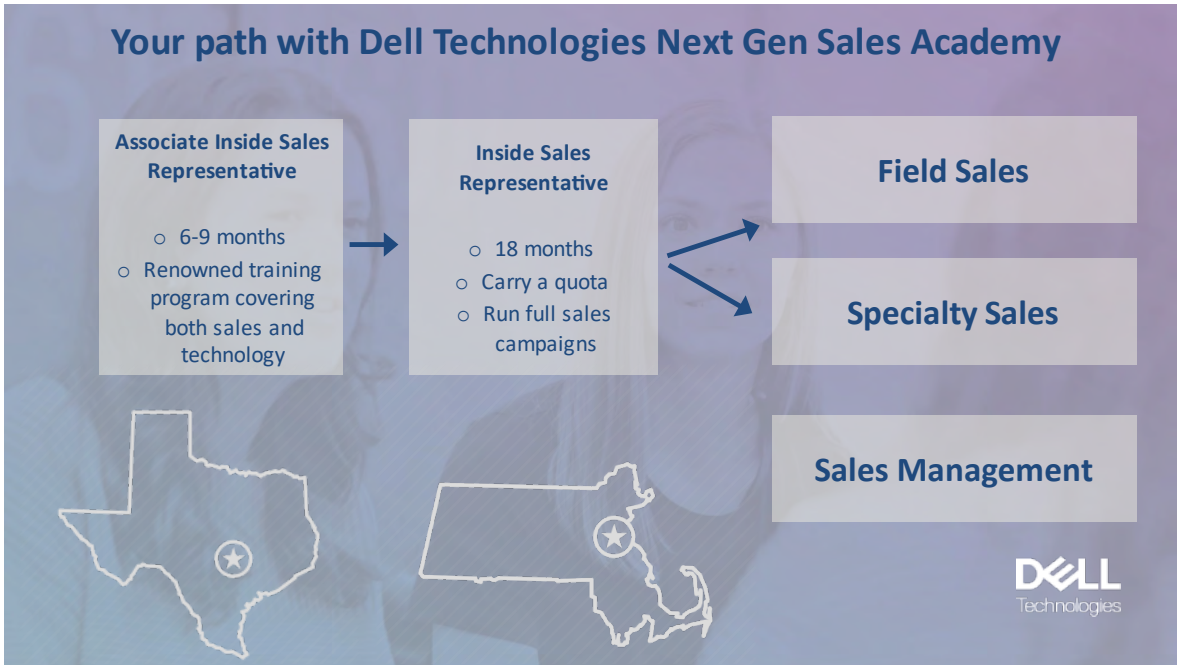
Dell Student TechCrew is a student-led IT helpdesk on high school campuses which promotes future career skills and learning via hands-on experience as students help their peers and school staff members with technology issues. It began as a pilot for the 2019-20 school year in the U.S. and Canada. Students who participate in the program become certified Dell technicians via the Dell TechDirect Program, which gives participating campuses access to an increased number of technicians by training, leveraging the expertise of students to serve students.

As part of the Dell Student TechCrew curriculum, students receive industry-standard training to service Dell desktops and notebooks. They also complete the required training to become Dell TechDirect-certified technicians. The program teaches student participants to fix computers while also building their professional career skills. The curriculum is divided evenly between technical training and the “soft skills” required for 21st-century careers.

We also offer technology certification programs that universities can utilize to train students for future careers. Please see this customer story between students of Fayetteville State University and the City of Fayetteville.

NextGen Sales Academy

NextGen Sales Academy was created to build the next generation of Dell Technologies sales leaders and field sellers. Through an industry-leading training and enablement program, we are focused on developing ambitious early in career talent along an accelerated career path. Our sellers focus on data center technology. The program is a 2-3 year commitment, with a requirement to relocate to either Round Rock, TX or Hopkinton, MA for the duration of the program.



Dell Technologies Internships

At Dell Technologies, we are always looking for the next generation of innovative thinkers to drive our business forward. Whether students are looking for internships, co-ops or development programs, we'll help them build the skills they need, while working on meaningful projects starting on day one.

Students start by exploring our https://jobs.dell.com/internships website for opportunities that sound intriguing to them, such as:

ENGINEERING
Client Solutions Group Engineering Intern Program

FINANCE
Dell Financial Services Internship Program

HUMAN RESOURCES
Human Resources Rotation Program – Internship (HRRP)

IT
IT Intern Program

MARKETING
Marketing Intern Program (MIP)

We also have a number of volunteer opportunities for our programs (like Girls Who Game and Soar with MENTOR) that we have worked with our university hiring team to recognize as important differentiators on student resumes.

Tab 9 - Required Documents

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

Please see requested documents beginning on the following page.

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

To the extent, terms are applicable and mandatory by law to the agreement between the District and Dell; Dell agrees

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

To the extent, terms are applicable and mandatory by law to the agreement between the District and Dell; Dell agrees

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

*Not applicable. Not a construction contract

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

*Not Applicable

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

*Not Applicable

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above *Not Applicable

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above **If the contract exceeds $100,000, Dell certifies compliance of the referenced clean air act.**

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency Dell Agrees

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

If the contract exceeds $100,000, Dell certifies compliance of the referenced lobbying and disclosure laws to the extent possible

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

To the extent the terms are applicable and mandatory by law to the agreement between the District and Dell, Dell agrees.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

*Not Applicable

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Not applicable to commercial IT Products

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

To the extent the terms are applicable and mandatory by law to the agreement between the District and Dell, Dell Agrees

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Dell Agrees

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

Dell Agrees

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.
I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIRMENTS

Contractor Certification
Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Dell Agrees

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

It will apply "to the extent determined by the FTA to be applicable to this particular contract based on the status of the grantee and the type of contract issued".

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

Dell Agrees

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

Dell Agrees

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

Dell Agrees

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Dell Agrees

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

Dell Agrees

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Dell Agrees

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

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made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	Dell Marketing L.P.
Address	One Dell Way
City/State/Zip	Round Rock, Texas 78682
Authorized Signature	Stacey Skala
Date	11/16/2022

*To the best of my knowledge and belief.

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	Dell Marketing L.P.
Address	One Dell Way
City/State/Zip	Round Rock, Texas 78682
Telephone Number	512-720-7429
Fax Number	n/a
Email Address	stacey.skala@dell.com
Printed Name	Stacey Skala
Title	Proposal Manager
Authorized Signature	Stacey Skala

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

Proposal Legal Notes

Dell Technologies conducts operations through its subsidiaries and is the parent company to contracting legal entities Dell Marketing L.P. and EMC Corporation.

The contents of this response, including all elements of proposed pricing, performance level agreements and any referenced terms and conditions, apply only to direct purchases with Dell Technologies.

Terms & Conditions

This proposal will remain valid for 120 days from the date of submission of the proposal. Final pricing and other legally binding contract terms must be agreed or confirmed between the parties.

Dell is submitting this proposal subject to the exceptions to the REQUEST FOR PROPOSAL (RFP) FOR Technology Solutions, Products and Services, SOLICITATION NUMBER 45-22 (RFP) terms and conditions included herewith. Dell welcomes the opportunity to negotiate its exceptions and the terms and conditions to come to a mutually acceptable governing agreement with customer. Dell's submission of a proposal does not indicate acceptance of those RFP terms and conditions identified in our exceptions.

If the RFP allows customer the discretion to reject a bid that takes exceptions to the RFP terms and conditions, Dell requests the opportunity to review and discuss its exceptions with customer further.

Disclaimer

This proposal (and information contained herein) is provided to you for information purposes only. Dell Technologies is not responsible for any errors or omissions relating to this proposal or that may occur as a result of the passage of time. In addition, Dell Technologies may improve or change this presentation or improve or change its products and service offerings from time to time, without updating this proposal. Please contact your sales representative for updates or additional information.

Confidentiality

This proposal (and information contained herein) is Dell Technologies Confidential Information, and your access and use are subject to and governed by the terms of your written nondisclosure agreement with Dell Technologies. In the absence of an applicable, written nondisclosure agreement between you and Dell Technologies, your access and use of this proposal (and information contained herein) shall be limited as follows: you will maintain the confidentiality of the Dell Technologies Confidential Information with at least the same degree of care that you use to protect your own confidential information, but no less than a reasonable degree of care under the circumstances; you may use the Dell Technologies Confidential Information only for the business transaction between you and Dell Technologies ("Purpose"); you may disclose Dell Technologies Confidential Information only to your employees who have a need to know the information for the Purpose and are legally bound by similar nondisclosure terms; and you will not disclose Dell Technologies Confidential Information to any other employee or to a third party.

Note

This information may be exempt from disclosure under open records and/or freedom of information act (foia) statutes and regulations. Dell reserves all rights available to it under applicable law to appeal any disclosure to a third-party accordingly.

Pricing Notes

Dell will provide the minimum discounts for the offers described in the Discount Category Matrix on Tab 7. The discounts are applied to Dell's then current Manufacturer Suggested Retail Pricing (MSRP) and Dell reserves the right to change the MSRP (which would also change the discounted selling price) at any time to apply to future orders. Regardless of the Category in which they may be sold, Dell shall not be obligated to provide any discounts with respect to APEX-branded products or offerings.

Dell maintains a Retail Price list online located at: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf. The Price List is updated weekly, is available for download from this site in lieu of hard copy distribution and excludes promotional offers. Systems configured and discounted by your Dell's Sales Representatives or through on-line stores and Premier Pages, are based upon then-current retail pricing and exclude promotional offers.

Changes to retail prices are subject to Dell's discretion and generally take effect immediately, allowing us to provide price decreases and to introduce new products without waiting for a formal price list to be updated. Product Classifications and Categories may be changed by Dell without notice.

Where a Dell-branded product is comprised of both hardware and services, the resulting Discount Off List percentage will reflect a blend of the contract discounts associated with the hardware and tied services components of that product.

Where Dell sells third-party products on a "discount-off-list" basis and does not receive a list price from the manufacturer, Dell assigns a list price. Prices for custom services are agreed to through a separate Statement of Work and not included in the proposed prices herein. Where "discount off list", "cost plus", or "cost minus" calculations are used to determine pricing, Dell's standard discount product category list, product category or classification assignment for a particular product is subject to change by Dell and could affect pricing of that product.

Pricing, if included, may be subject to change in the event of an industry wide material constraint or shortages, including but not limited to memory, or other manufacturing materials or components, or due to other factors beyond Dell Technologies' reasonable control. Products may be discontinued or revised (including components thereto) at any time without notice. Should the initial proposed product(s) be discontinued before the replacement product(s) reach price parity with initial product(s), Dell Technologies reserves the right to re-negotiate pricing. For global proposals utilizing Dell Technologies' currency exchange hedge rates, rates are updated quarterly and only valid for the current quarter from the proposal submission date.

Tab - Appendices

Included on the following pages:

- Dell and the Environment
- Dell's Diversity and Equal Employment Opportunity Policy
- Dell Supplier Diversity Program
- Dell Premier for IT Procurement Overview
- Dell Limited Hardware Warranty
- Dell Return Policy
- Dell Financial Services

Appendix A - Dell and the Environment

Our Ability

We help our customers minimize their environmental impact by delivering energy-efficient products and easy, responsible electronics recycling.

We also aim to reduce environmental impacts throughout the sustainability life cycle. This approach means designing our products with the environment in mind, finding more eco-friendly ways to build and ship them, and working to reduce our collective footprint.

Design

Designing with the environment in mind from the very start ensures all Dell products and services help customers reduce their impact and meet their goals.

- Environmental Design
- Follow the Eco-label

You want eco-friendly products without sacrificing performance or reliability. Instead of one eco-friendly product, we design all products with the environment in mind. We're committed to developing innovative products and services that help you do more while minimizing your environmental impact.

All product design follows our Design for Environment specifications where we make choices that can minimize impact at each stage of the product life cycle. Also, a large number of Dell products are registered to ENERGY STAR and EPEAT eco-labels to make it easy for you to choose.

Build

Building responsibly means our operations, and those of our supply chain, are committed to operating sustainably. It's good for business and good for the planet.

- Zero Waste
- Climate Change

As a global citizen, Dell is committed to minimizing the impact that our operations, and those of our supply chain, have on the planet and the communities we live and work in. We believe it's possible to succeed in business without doing harm to the environment.

Central to this idea is the practice of using resources responsibly. With energy, water, forestry resources and on the manufacturing floor, we avoid waste in all its forms and work with our supply chain to do the same. We strive to recycle them back into usefulness or to obtain them from renewable and sustainable sources.

Additionally, we recognize that climate change is real and we all have a role to play in transition to a lower-carbon economy. Success is possible through a combination of global emissions reductions, efficiency improvements and a transition to renewable energy sources. To these ends, we have committed to measuring and reducing the impact of our own operations, including our supply chain, our own operations and the impact of our products and services.

Ship

From renewable packaging to smarter shipping, Dell takes an innovative, strategic approach to efficiently delivering products around the world every day.

Packaging protects products. Shipping gets them where they need to go. Reducing that impact requires a strategic commitment to reducing waste by shrinking packaging, selecting renewable materials and striving to make our packaging recyclable, so it doesn't become a customer's waste problem. It also requires constant optimization of an expanding supply chain, always looking for the efficiencies that reduce trips and cut emissions, all while ensuring customer products arrive safely and on time.

Use

Every day, customers are using Dell products and services to help them reduce their environmental impact and achieve their sustainability goals.

Whether to mitigate risk, create new opportunities, reduce operating costs or improve their brand, companies are looking to reduce their environmental footprint. Increasingly, our customers are realizing that technology can be a major driver of this transformation.

But green IT — technology that itself leaves a smaller footprint — is not enough. We help our customers look at IT for green technology that enables them to address their sustainability goals and take control of their resources in a way that creates value. While better design will minimize environmental impact throughout a product's life cycle, the true measure of technology's power is how our customers use it to unleash new possibilities and change their world.

Recycle

Recycling is critical to helping drive sustainability, returning materials to usefulness. Around the globe, we offer easy, responsible recycling options.

- Business Recycling
- Dell Reconnect

As technology is progressing quickly, e-waste is piling up in our offices and homes, or worse, our landfills. According to the Environmental Protection Agency, over 200 million pieces of computer-related e-waste are being generated annually. Yet, only approximately 18 percent is being recycled, which leaves over 150 million pieces of equipment in our landfills each year.

To help prevent the environmental impacts of e-waste, Dell provides multiple hassle-free options for disposing your e-waste responsibly and keeping it out of our landfills either directly or through our partnerships.

Dell’s moonshot goal is that by 2030, for every product a customer buys, we will reuse or recycle an equivalent product. 100% of our packaging materials will be sourced from recycled-content or renewable materials. More than half of our product materials will be sourced from recycled-content or renewable materials.

Appendix B - Dell's Diversity and Equal Employment Opportunity Policy

Diversity, inclusiveness and respect for all Dell employees form the basis of Dell's Winning Culture and are essential to Dell's success. Dell values each individual's distinct contribution and leverages our collective strengths to ensure that Dell remains the technology solutions company of choice for customers around the world.

Dell is an Equal Opportunity Employer and Prohibits Discrimination and Harassment of Any Kind

Dell is committed to the principle of equal employment opportunity for all employees and to providing employees with a work environment free of discrimination and harassment. All employment decisions at Dell are based on business needs, job requirements and individual qualifications, without regard to race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental or sensory disability, HIV status, sexual orientation, gender identity and/or expression, marital, civil union or domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where we operate. Dell will not tolerate discrimination or harassment based on any of these characteristics.

Dell's Commitment to a Workplace Free of Discrimination and Harassment is Far Reaching

Dell's commitment to equal employment opportunity applies to all persons involved in the operation of Dell's business and prohibits discrimination or unlawful harassment by or between any Dell employee, including officers, supervisors and coworkers, or applicants for employment at Dell, or by or between any Dell employee and any employee of Dell's customers, independent contractors, vendors or other strategic partners. All employees are responsible for maintaining a work atmosphere free from discrimination and unlawful harassment by treating others with dignity and respect.

Unlawful Harassment is Prohibited

Unlawful harassment can take several forms, including verbal, visual or physical conduct that creates an offensive, hostile or intimidating work environment. Conduct that can contribute to unlawful harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected characteristic
- Threats and demands for sexual favors as a condition of continued employment or to avoid some other loss, and offers of employment benefits in return for sexual favors
- Retaliation for having reported or threatened to report harassment

Dell Employees Are Encouraged to Report Discrimination, Harassment, Retaliation or the Threat of Retaliation

Dell employees who witness or believe they have been subjected to discrimination, harassment, retaliation or other inappropriate conduct are encouraged to report such conduct immediately in accordance with the Raising/Resolving Issues and Concerns section of the Code of Conduct. This includes, but is not limited to, contacting your manager, Human Resources representative, the Office of the Ombuds (if available), the Global or Regional Ethics Office, or the Ethics Helpline at 1-888-888-9975. All such reports will be investigated promptly and as confidentially as possible and appropriate corrective action will be taken. No employee who makes good faith reports of discrimination, harassment or retaliation will be subjected to reprisal or damage to their career, reputation or employment at Dell.

Dell Strives to Reasonably Accommodate Its Employees

Dell provides equitable treatment and reasonable accommodations for employees and applicants in accordance with federal, state and local laws. A reasonable accommodation for an employee with a disability may include modification of policies and procedures, an adjusted work schedule, special equipment or transportation, or other job modification to optimize the individual's job performance, if such accommodation does not result in an undue hardship to Dell's business.

Individuals who desire a workplace accommodation under any applicable law may make a request for such an accommodation, preferably in writing, to the individual's supervisor or Human Resources representative.

Enforcement and Potential Discipline

Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment from Dell.

Revisions and Revocation

This policy in no way constitutes a contract between Dell and any employee and may be revised or revoked at any time, with no advance notice.

For more information regarding Dell's Diversity & Equal Employment Opportunity Policy please visit: http://www.dell.com/learn/ae/en/aecorp1/corp-comm/cr-equal-employment-opportunity

Appendix C - Dell Supplier Diversity Program

Mission

The mission of Dell Global Supplier Diversity is to deliver superior supplier performance through highly-qualified minority, women and small businesses to deliver technology solutions that enable people everywhere to grow and thrive. As part of our commitment to diversity, we source products and services from women and other diverse business owners globally. We measure our achievements in identifying and buying from those businesses that are owned, operated, managed, and controlled by women and others who are underrepresented.

Action

Dell develops strategic, sustainable relationships with a very diverse group of qualified suppliers. Our customers come from every nation, culture, and walk of life, and it's important that all aspects of our business reflect that same diversity.

Why Supplier Diversity makes us Stronger

- It supports both Dell and customer corporate social responsibility, vision and goals
- It enables customers to satisfy federal, state and local diversity requirements
- It demonstrates a commitment to the communities in which we live and work
- It utilizes partnerships to capitalize on the demographic shift in minority populations

Suppliers

Diverse companies that meet Dell's procurement specifications and standards of excellence have an opportunity to partner with Dell in delivering quality products and services to Dell and its customers. The Billion Dollar Roundtable (BDR) recognizes corporations that have achieved spending of at least $1 billion with minority and women-owned suppliers. In FY20, we started the Supplier Diversity Development Program. Seven diverse suppliers participated in the FY20 program and paired with Supplier Diversity Champions that served as mentors.

Our purpose is to drive diversity and inclusion within our supply chain by using prime, qualified and capable suppliers. We evaluate and qualify suppliers based on their ability to meet best in class cost, supply chain process, quality, technology, time to market, and service experience. Good faith efforts that Dell leverages within our supplier diversity program include:

- Sourcing suppliers with strong supplier diversity programs themselves
- Including supplier diversity language in contractual agreements
- Monitoring spend levels through reporting
- Providing feedback and recommendations on our supplier partnership community

Culture

Dell has developed a Supplier Diversity Structure which includes the development of Diversity Teams, Ambassadors and Champions. These diversity advocates engage and promote Supplier Diversity concepts within each of their business space ensuring a widespread success. Each business function has

an associated Dell employee who acts as a champion on behalf of Dell and for customers. The Champion is the liaison between the diversity team and the business function with a mission of driving diverse spending and establishing diverse suppliers within their space. With this structure, Dell is able to extend our reach to all business functions within our company and these champions play a critical role in the success of our supplier diversity program.

The Global Ambassador Program

The objective of the Global Ambassador Program is to drive incremental growth of diverse spend beyond the United States in support of customer requirements. Similar to the role of Diversity Teams and Champions, Global Ambassadors' drive diverse spend outside of the U.S. and throughout supported global regions. To date, Dell has eight Ambassadors representing China, India, Central and Latin America, the United Kingdom, Australia, and Canada. These Ambassadors serve on advisory boards, encourage certification through global partners, and champion Dell's supplier diversity efforts globally.

Affiliations

Dell participates with the following diversity organizations in support of growth and development of small, minority and women-owned suppliers:

- National Minority Supplier Development Council (NMSDC)
- Southwest Minority Supplier Development Council (SMSDC)
- Women's Business Enterprise National Council (WBENC)
- Women's Business Council Southwest (WBCS)
- Small Business Administration (SBA)
- National Veteran Business Development Council (NVBDC)
- National LGBT Chamber of Commerce (NGLCC)
- Disability:IN
- WEConnect International
- Minority Supplier Development China (MSD)
- Broad-based Black Economic Empowerment (South Africa)

Outreach

As part of our outreach program, Dell has a Supplier Diversity website which allows diverse suppliers to provide information about their company to us. This is uploaded to an online database which our purchasing organization can access to identify diverse suppliers with RFQ/RFI opportunities. The link for this website is [Supplier Diversity Registration Survey (smartsheet.com)]

Appendix D - Dell Premier for IT Procurement Overview

At Dell Technologies, we have always been at the forefront of technology. We have a strong and vast portfolio of products, expertise, and services. Over the past few years, however, the technology world as we know it has changed. We're living in the data era—a time where customers want to shop, learn and purchase products with just a few clicks. They expect their technology to know what they need before they know they need it. The vision to be the most essential technology company for the data era focuses our goals on how all our customers – from consumer to enterprise – buy for the better through our online platform.

Dell Premier helps you save time and money, by shopping for your Dell products and solutions on a tailored site that streamlines purchasing and offers greater autonomy and control over your procurement ecosystem. The customization options for your Dell Premier portal page, enables you to fulfill your business needs throughout all phases of IT product ownership.

Using Dell Premier, you can:

- Shop a complete line of fully customizable business-class products, software & accessories.
- Set company-wide standards for product configurations, custom services and shipping options and purchase at your organization's negotiated rate.
- Prepare and save system configurations as an eQuote for repeat or future purchase at a later date.
- Retrieve and purchase sales-created quotes
- Purchase parts and upgrades for your existing hardware
- Retrieve detailed invoice, open order and purchase history reports or build your own report.
- Manage what users can see and do with defined access groups and user roles.
- Access your personalized Account page to manage your day-to-day account needs, like your address book, user access levels, reporting, and more. Orders that are placed via Dell Premier write frictionless to Dell's order management system, which means our customers typically receive their orders quicker and with less errors.
- You can also use the Dell Premier local online or global platform to integrate into your existing ERP or ITSM system.

In short, Dell Premier makes the whole process of doing business with Dell easier and more cost-efficient.

Product Catalog Offerings

Dell Premier offers a number of product catalogs (including a custom catalog option) that will provide you access to systems, software and peripherals products at your negotiated pricing.

- **Systems Catalog:** This catalog offers the user access to Dell's entire line of products.
- **Software & Peripherals Catalog:** This catalog offers the user access to thousands of accessories, software titles, parts, and upgrades.
- **Standard Configurations:** This catalog offers systems and/or software & peripherals that can be customized to show only the customer's agreed upon products at negotiated pricing.

Both Systems catalog and standard configurations give you access to

- **Dell Smart Selection (Stocked):** From your Premier page, you can easily order pre-configured systems by Dell experts based on customer insights. With Smart Selection, you get Dell's most popular business PCs with a simplified ordering process, accelerated delivery, and optional configuration services. Smart Selection systems are in stock and ready to ship.
- **Custom Build (Non-stocked):** From your Premier page, you can easily order alternative configurations that meet your needs.

eQuotes

Shopping carts can be saved as eQuotes by any shopper and forwarded to an authorized buyer for review. With e-quote functionality:

- End users configure and price their own systems
- Managers or authorized buyers receive e-mail notification of saved e-quotes for review and approval
- Time-consuming double-entry of order information and costly errors are reduced
- Purchasing bottlenecks are diminished, while spending controls stay in place

You can easily access and purchase eQuotes as well as Sales Quotes via your Dell Premier Page. eQuotes can be modified online prior to purchase. Sales Quotes are generated by a Dell Sales Representative and can be retrieved and purchased through Dell Premier. However, any modifications require Dell Sales Support.

Turn sales quotes into orders quickly and easily.

You can easily retrieve the quotes provided by your Dell Technologies account team, in addition to quotes that you create online, all on your secure Dell Premier portal.

Get your orders underway online 24/7, leverage self-service to order your quotes, track all your Dell orders and even download your packing slips or invoices.

Secure Online Ordering

Secure online orders can be placed at any time through an intuitive, streamlined checkout process.

Real time Order Tracking

When placing an order via Dell Premier, automated email notifications keep you informed of your Dell order status.

At any time, you can access the Online Order Status tool to check the status of your order and view a variety of options relating to current and past Dell purchases (up to two years). You can track orders placed via your Dell Premier page or via your Dell account team.

Reporting

Dell Premier provides easy access to comprehensive, up-to-date, and customizable data regarding all your Dell transactions. Its sophisticated reporting functionality is designed to help you to plan your purchasing, verify your payments, and manage your assets -- all at the click of a mouse. Flexible options allow you to search and sort the information so it's most useful to you.

Security and User Access

Custom-defined access roles support your approval process and control unapproved buying. Dell Premier enables customization of what users can do and see. An employee's access is limited to the information and tools that they need, and the designated administrator in your organization can modify the access role of a user as needed.

Your account team Information

Dell Premier enables easy access to the right Dell contacts. Whenever you want to inquire about products or check prices or an order, your Dell Account Team representative is always standing by to take your call.

Premier Notifications Center

Our messaging center provides you with relevant and timely updates regarding your Dell Premier experience.

- Get automatic notifications about:
- standard configurations
- order processing updates and delivery status
- eQuote status changes
- your Dell account team
- Premier news including latest features

ImageWatch

You can sign up for Dell's ImageWatch service (NDA required) in Dell Premier to view information about technology changes. It provides a 6-months outlook on: Ready To Ship & End Of Marketing Life, for platforms, hardware and software.

ImageWatch service can help you prepare a proactive procurement plan that incorporates future technology changes and minimizes their impact.

Benefits:

- Proactive planning of product changes & transitions.
- Global Standard Platforms (GSP) and their regional availability.
- Ability to create and share product configurations between your company and your account teams.
- Monitor & receive change notifications via dashboard views and on-demand e-mail alerts

Accessibility

Dell Technologies is committed to ensuring digital accessibility for people with disabilities. We are continually improving the user experience for everyone and applying the relevant accessibility standards. The commitment of Dell to diversity and to provide the best customer experience helps us to remain competitive in the marketplace. In Dell's ongoing efforts to strive for accessibility, Dell is committed to the principles and goals of the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG). Dell works toward the goal of meeting the Level AA criteria as set forth in the guideline.

Support

The Dell support site provides fast, flexible access to a comprehensive array of technical support resources. Designed for support technicians, helpdesk specialists, system engineers and IT managers, Premier Support provides fast access to the knowledge and solutions you need to help you efficiently.

Double Down on Dell Premier

We've got advanced solutions for your complex business needs.

Are you a global customer? Make Dell Premier your one-stop-shop across global operations. Dell Premier offer a sophisticated answer for large-scale technology procurement. Customers with global operations can take advantage of a secure, personalized purchasing and support site that ensures efficient global purchase operations. Learn More

Using an ERP System? Set up integration with Dell Premier. Seamlessly integrate your existing ERP system with Premier from catalog to checkout to delivery—eliminating errors and redundancy—with zero downtime! You can utilize your existing procurement system and leverage the features of Dell Premier when procuring IT such as detailed reporting, customizable solutions and centralized purchasing. Learn More

Already using ITSM (IT Service Management) Software? Invest in decentralizing your purchasing process to make your workflow more efficient. With Dell API technology, you can extend the familiar benefits of your existing ITSM system – including ServiceNow and Remedy-to the Dell Premier purchasing environment. Free up your procurement team's time to focus on strategic initiatives. Learn More

Maximizing your return on investment (ROI) and Economic Impact with Dell Premier

Modernizing IT procurement saves time and money while improving employee productivity.

According to the latest Forrester study, the four-year financial analysis based on the customer interviews and survey found that a composite organization experiences benefits of $1.76 million over 4 years vs costs of $444,0000, adding up to a net present value (NPV) of $1.32 million and an ROI of 297%. The research reveals that customers who use Dell Premier are able to get payback for their efforts in less than 6 months and able to enjoy:

1) A reduced 15% procurement team effort associated with IT hardware purchasing.
2) 1875 hours saved in time spent on device configuration annually.
3) And reduced purchase cost of $68 per device due to product standardization.

Read the study and examine the potential return on investment (ROI) your company may realize by transforming IT procurement with Premier.

What can Dell Premier save your organization?

Create a personalized assessment and business case estimating the savings that Dell Premier can provide for your organization.

Customer Stories

UK Charity Versus Arthritis had an immediate need for a self-service portal in 2020. Versus Arthritis sent all 400 employees home to work when the COVID-19 lockdown was announced in March 2020. While the

charity already had flexible working arrangements in place, staff required additional technology to ensure the effectiveness and connectivity of their home office arrangements. Versus Arthritis needed to enable staff to order equipment direct to their homes rather than to its closed offices.

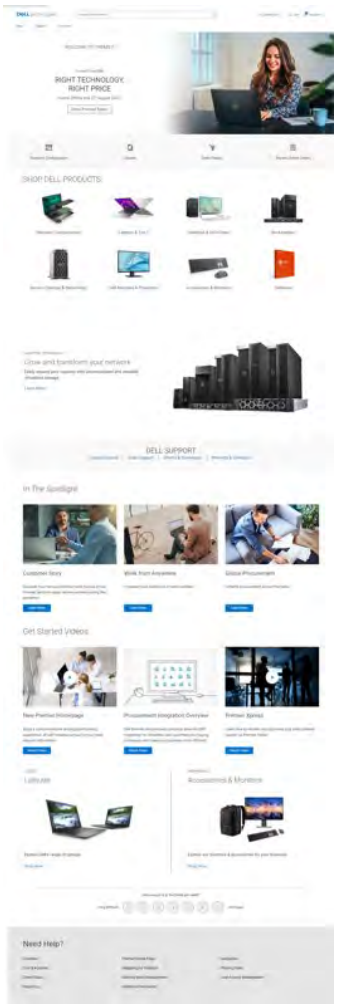
The Dell Technologies account team consulted internal e-commerce experts and proposed a customized version of Dell Premier Procurement Portal. This solution is used by internal IT or procurement teams to order products from the Dell Technologies online catalogue. On the first day of operation the IT team checked and approved nearly 70 orders. In most cases equipment was delivered in 48–72 hours, compared with the 8–9 days it could have taken if bulk orders had been delivered to the head office and redirected to peoples' homes.

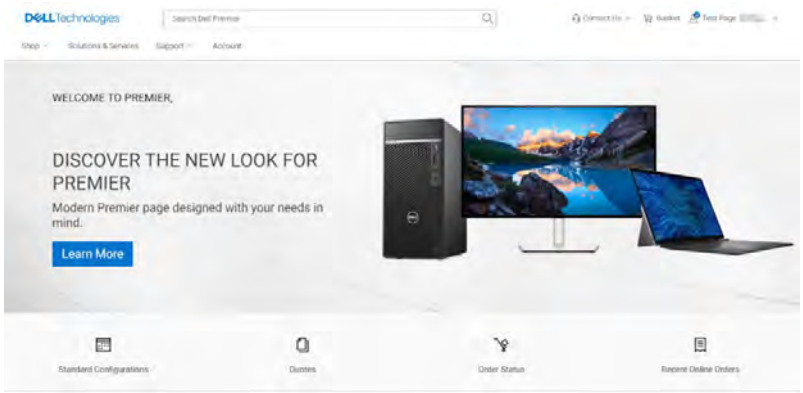
- Versus Arthritis - Work From Anywhere with Dell Premier

Dell Premier was essential in helping Arkema migrate its global e-procurement platform – this meant transferring all the integrated systems for its global suppliers. Arkema chose Dell Premier Procurement Integration and Dell Premier Global Procurement to modernize their online platform. This resulted to a quick and effective migration of their global procurement platform in 6 months and 95% of their IT purchases being automated. This particular customer was very happy with the work of the Dell Premier team. While some providers tend to wait and see how things turn out in this kind of project, the Dell Premier team was proactive, anticipating our needs and meeting all deadlines.

- Arkema - Procurement Integration

Dell Premier Page at a glance:





Standard Configurations

Laptops & 2-in-1

Desktops & All-in-Ones

Workstations

Servers, Storage & Networking

Dell Monitors & Projectors

Accessories & Monitors

Software

ADAPTIVE TECHNOLOGY

Grow and transform your network

Easily expand your capacity with uncomplicated and versatile virtualized storage.

Learn More

Appendix E - Dell Limited Hardware Warranty

Limited hardware warranties

Dell-branded hardware products purchased in the U.S. or Canada may come with a 90-day, 1-year, 2-year, 3-year, 4-year, 5-year or other limited hardware warranty. Dell may offer different delivery methods for warranty service, including but not limited to parts and product dispatches, mail-in service and onsite/in-home service. Renewals and extensions of your limited hardware warranty may also be available after you purchase your product(s). To determine the warranty that came with your hardware product(s), or the warranty renewal or extension that you purchased, see your packing slip, invoice, receipt or other sales documentation. Some components of the hardware you purchased may have a shorter warranty than that listed on your packing slip, invoice, receipt or other sales documentation. Additional details related to warranty duration are listed below.

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What is covered by this limited hardware warranty?

This limited hardware warranty covers defects in materials and workmanship in your Dell-branded hardware products, including Dell-branded peripheral products.

What is not covered by this limited hardware warranty?

This limited hardware warranty does not cover:

- Software, including without limitation, the operating system and software added to the Dell-branded hardware products through our factory-integration system, third-party software or the reloading of software
- Non Dell-branded products and accessories
- Problems that result, directly or indirectly, from:
    - External causes such as accident, abuse, misuse or problems with electrical power.
    - Servicing not authorized by Dell.
    - Usage that is not in accordance with product instructions.

- Failure to follow the product instructions or failure to perform preventive maintenance.
- Using accessories, parts or components not supplied by Dell.

- Commercial hardware products that use, or in which have been installed, products or components that have not been provided by Dell.
- Products with missing or altered service tags or serial numbers
- Products for which Dell has not received payment
- Normal wear and tear

FOR COMMERCIAL CUSTOMERS (INCLUDING SMALL, MEDIUM AND LARGE BUSINESS AND GOVERNMENT AND PUBLIC SECTOR CUSTOMERS) AND RESELLERS. This paragraph applies if you purchase Dell products for resale or for commercial or professional purposes. DELL'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR DELL-BRANDED PRODUCTS, DELL PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT; (2) RELATING TO ANY THIRD-PARTY PRODUCT OR SOFTWARE; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT OR SOFTWARE. DELL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. THIS LIMITED HARDWARE WARRANTY MAY BE VOIDED BY DELL, AT DELL'S SOLE DISCRETION, IF THIRD PARTY PRODUCTS THAT WERE NOT PROVIDED BY DELL ARE INSTALLED ON YOUR DELL SYSTEM.

FOR CONSUMERS. This section applies if you purchase Dell products that are normally used for personal, family or household purposes.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION.

DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT.

FOR ANY INCIDENT COVERED BY THIS DELL LIMITED HARDWARE WARRANTY, YOU MUST USE DELL-PROVIDED PARTS AND PRODUCTS, WHICH DELL WILL PROVIDE TO YOU FOR NO ADDITIONAL CHARGE.

TO THE EXTENT NOT PROHIBITED BY LAW IN YOUR STATE, PROVINCE, JURISDICTION OR COUNTRY, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AND CONDITIONS AGAINST HIDDEN OR LATENT DEFECTS. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES AND CONDITIONS, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

TO THE EXTENT SUCH WARRANTIES AND CONDITIONS CANNOT BE DISCLAIMED UNDER THE LAWS OF THE UNITED STATES, CANADA (AND ITS PROVINCES) OR OTHERWISE, DELL LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES AND CONDITIONS TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY (AS REFLECTED ON YOUR PACKING SLIP, INVOICE, RECEIPT OR OTHER SALES DOCUMENTATION) AND, AT DELL'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

WARRANTY SUPPORT ONLY APPLIES WHEN THE COVERED PRODUCT IS LOCATED WITHIN THE COUNTRY IN WHICH DELL ORIGINALLY SOLD THE SYSTEM, AS REFLECTED IN DELL'S RECORDS. IF YOU NEED SUPPORT FOR THE PRODUCT OUTSIDE OF THE COUNTRY OF ORIGIN (FOR EXAMPLE, WHILE TRAVELING, OR IF THE SYSTEM HAS BEEN RELOCATED TO A NEW COUNTRY), THEN DELL MAY OFFER YOU OTHER SUPPORT OPTIONS FOR AN ADDITIONAL CHARGE.

ADDITIONAL TERMS FOR U.S. CONSUMERS. IF YOU CANCEL ANY RENEWED, EXTENDED

OR ENHANCED WARRANTY WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS WARRANTY, YOU WILL RECEIVE A FULL REFUND IF NO CLAIMS HAVE BEEN MADE AGAINST THE WARRANTY. IF ANY CLAIM HAS BEEN MADE AGAINST THE WARRANTY, THEN YOU WILL RECEIVE A PRO-RATA REFUND BASED ON THE RETAIL VALUE OF ANY SERVICE PERFORMED. IF YOU CANCEL THIS WARRANTY AFTER THIRTY (30) DAYS OF YOUR RECEIPT OF THIS WARRANTY, YOU ARE ENTITLED TO A PRO-RATA REFUND AS FOLLOWS: REFUND = THE TOTAL PRICE MINUS THE FOLLOWING: (A) THE VALUE ATTRIBUTABLE TO THE PORTION OF THE RENEWED, EXTENDED OR ENHANCED WARRANTY ALREADY USED (CALCULATED BASED ON THE PERCENTAGE OF DAYS OF THE RENEWED, EXTENDED, OR ENHANCED TERM THAT ALREADY HAVE BEEN USED PRIOR TO OUR RECEIVING NOTICE OF YOUR CANCELLATION); (B) 0.1 MULTIPLIED BY THE TOTAL PRICE; AND (C) THE COST OF ANY REPAIR OR REPLACEMENT PROVIDED TO YOU BEFORE CANCELLATION.

FOR ALL CUSTOMERS. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY, AND WE DO NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR DAMAGED DATA OR SOFTWARE. DELL DOES NOT WARRANT THAT THE OPERATION OF ANY DELL PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

How long does this limited hardware warranty last?

This limited hardware warranty lasts for the time period indicated on your packing slip, invoice or receipt except for the following Dell-branded hardware:

- All variants of ioDrive® NAND Flash devices carry the length of the limited hardware warranty coverage for the Dell system with which the ioDrive NAND Flash device is shipped. ioDrive NAND Flash devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date. Additionally, ioDrive NAND Flash devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the Rated Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Rated Life. **ioDrive is a registered trademark of Fusion-io.**
- As part of standard portable configuration, batteries carry a base 1-year limited hardware warranty regardless of the length of the system warranty. In addition, for some products, a customer has the option of purchasing a battery that comes with a 3-year limited hardware warranty.

- The warranty for a print head that is included as original equipment in the Dell mobile printer is for parts only and is effective for a period of 1-year after the date of purchase of the printer or 1000 prints of printer usage, whichever occurs first.
- Your series 5, 6 or 7 PowerEdge™ RAID Controller (PERC) battery may provide up to 72 hours of controller cache memory backup power when new. Under the 1-year limited hardware warranty, we warrant that the battery will provide at least 24 hours of backup coverage during the 1-year limited hardware warranty period. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services, may be available to provide longer service periods for an additional fee.
- Your Series 8/9 PERC controller battery comes with a 3-year limited hardware warranty, which cannot be extended beyond 3 years. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services, may be available to provide longer service periods for an additional fee.
- Projector lamps carry a 1 year limited hardware warranty.
- Dell-certified and Dell-branded memory purchased separately from a Dell system (Dell-certified memory) carries a lifetime limited hardware warranty.
- The limited hardware warranty for monitors purchased independent of a system lasts for the time period indicated on your packing slip, invoice, receipt or other sales documentation. Monitors purchased with a system are covered by the system limited hardware warranty.
- The limited hardware warranty for a Dell external hard disk drive purchased simultaneously with a laptop, desktop, tablet or thin client PC lasts for the longer of (a) 2 years; or (b) the duration of the system's limited hardware warranty.
- Earphones and remote in-line controls carry a 1-year limited hardware warranty.
- Other add-on hardware carries longer hardware warranty of either a 1-year limited hardware warranty for new parts and a 90-day limited hardware warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Dell product on which such parts are installed.
- Serial ATA (SATA) hard drives in PowerEdge and PowerVault™ systems carry a 1-year limited hardware warranty, independent of system warranty. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services may be available to provide longer service periods for the SATA hard drive for an additional fee.
- Select PowerConnect™ products: the PowerConnect 2800 series, the PowerConnect 3500 series, the PowerConnect 5500 series, the PowerConnect 6200 series, the PowerConnect 7000 series, the PowerConnect 8000 series and the PowerConnect 8100 series and select Dell

  Networking products: Dell Networking X1000 and X4000 series; the N1000, N2000, N3000 and N4000 series and the S3100 series are covered by the lifetime limited hardware warranty. These products carry a lifetime limited hardware warranty with Basic Hardware Service (repair or replacement) for as long as you own the product. Repair or replacement support for any Dell Networking product with limited lifetime warranty does not include configuration or configuration assistance, or other advanced service and support provided by Dell ProSupport Services. The warranty does not apply to products purchased before first announcement in Spring 2011. Dates vary by region. Contact customer service to verify if your product qualifies. See dell.com/LifetimeWarranty for more details.
- Select PowerConnect products carry an Extended Life Limited Hardware Warranty with Basic Hardware Service, which extends until 5 years after end of product model sales, subject to the specific clarifications and limitations listed below. The Extended Life Limited Hardware Warranty does not include configuration or other advanced service provided by Dell ProSupport™. The Extended Life Limited Hardware Warranty is not transferrable.

  Clarifications and limitations pertaining to products with Extended Life Limited Hardware Warranty

  • B-Series FCX/FCXs — Internal power supply and fans are covered; however, warranty excludes removable optics and LEDs.

• J-Series EX4200 — Warranty does not include optics and limits fan and power supply to 5 years from date of purchase.
• W-Series Access Points: W-AP92/93/93H, W-IAP92/93, W-AP104/105, W-IAP105, W-AP124/125, W-AP134/135, W-IAP134/135 — Warranty limits any power supply, antennae or accessories to 1 year from date of purchase.

- Enterprise SATA value/mix use solid-state drives (SSDs), enterprise SATA read intensive SSDs and slim SATA SSDs are not eligible for purchase of extended warranty coverage beyond 3 years, unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services, which may be available to provide longer service periods for an additional fee.

- Dell power distribution units (PDUs) and keyboard/monitor/mouse consoles (KMMs) purchased independent of a system carry a 1-year limited hardware warranty. Dell PDUs and KMMs purchased with a system are covered by the greater of 3 years or the term of the system limited hardware warranty.

- All variants of PowerEdge Express Flash PCI Express (PCIe) SSD devices carry the length of the limited hardware warranty coverage for the Dell system with which the PowerEdge Express Flash PCIe SSD device is shipped. PowerEdge Express Flash PCIe SSD devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services. Additionally, PowerEdge Express Flash PCIe SSD devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the Device Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.
- Except for SAS solid-state drives (SSDs) used in PS Series and SC Series products, enterprise SATA, SAS and NVMe SSDs are not eligible for purchase of extended warranty coverage beyond 3 years from the original shipment date, unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services, which may be available to provide longer service periods for an additional fee. All such devices have a maximum number of physical bytes that can be written to the device (the Device Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.

The limited hardware warranty on all Dell-branded products purchased directly from Dell begins on the date of the packing slip, invoice, receipt or other sales documentation. For products purchased from third-party retailers or resellers, the limited hardware warranty begins on the date of your original sales receipt. The warranty period is not extended if we repair or replace a warranted product or any parts. Dell may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive.

Important Notice Relating to Third Party Product

Dell cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party. In some cases, such as with battery packs and power adapters, use of third party product may pose an increased risk of reliability or safety issues, including increased risk of fire or explosion. This limited hardware warranty does not cover issues caused by installation or use in a Dell system of any third party product that was not provided by Dell. For Commercial customers, this limited hardware warranty may be voided by Dell, at Dell's sole discretion, if

you install or use in a Dell system any third party product that was not provided by Dell.

What do I do if I need warranty service?

Before contacting Dell, please try one or more of the following:

1. Ensure that you have installed any updates or resolved any issues identified by the monitoring, diagnostic, and proactive support tools such as Dell SupportAssist that are installed on your product. Dell SupportAssist may also be available for download onto your product if it is not already installed. Visit dell.com/supportassist for download files and resources;
2. Access dell.com/support for troubleshooting advice and directions on running hardware diagnostics; and
3. Consult your Owner's Manual.

If you need additional assistance, then, before the warranty expires, please use one of the following support options to contact Dell or our authorized representatives:

1. **Online:** Online, chat and other forms of remote support may be available. Contact information is available at dell.com/support
2. **Telephone support requests:** Contact information is included in the table below. Long distance telephone carrier charges may apply.

Please also have your Dell Service Tag or order number available when you contact Dell.

If you purchased through a retailer (not directly from Dell), you may be required to provide Dell with your original sales receipt from your purchase to receive any warranty service from Dell.

If you purchased through Best Buy, you must have all original sales receipts from your purchase to receive any warranty service at a Best Buy store. For Canada, if you purchased through Future Shop, you must have all original sales receipts from your purchase to receive any warranty service at a Future Shop store.

Contact	Web
Web Support	

Contact	Phone (U.S. Only)	Service Desk (U.S. Only)
Individual Home Consumers:	**U.S. Only**	
Hardware Warranty Support	1-800-624-9896	
Customer Service	1-800-624-9897	
Best Buy Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Best Buy store. Visit bestbuy.com to locate the nearest Best Buy store.	
Wireless Service Provider	1-800-308-3355 Your wireless service provider may also be able to provide hardware warranty service on your Dell smartphone or tablet.	
Individual Home Consumers who purchased through an Employee Purchase Program:		
Hardware Warranty Support and Customer Service	1-800-822-8965	
Home and Home Office Customers:		
Hardware Warranty Support and Customer Service	1-800-456-3355	
Small, Medium, Large or Global Commercial Customers, Healthcare Customers and Value-Added Resellers (VARs):		
Support and Customer Service	1-800-822-8965	
Government and Education Customers:		

Support and Customer Service	1-800-234-1490
Dell-Certified Memory	1-800-BUY-DELL

Alienware™	
Hardware Warranty Support and Customer Service	1-800-ALIENWARE

Contact	**Phone (Canada Only)**
Individual Home Consumers, Home-Office:	1-800-847-4096
All Business, Government, Education Customers and Value-Added Resellers (VARs):	1-800-387-5757
Best Buy Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Best Buy store. Visit bestbuy.ca to locate the nearest Best Buy store.
Future Shop Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Future Shop store. Visit futureshop.ca to locate the nearest Future Shop store.

What will Dell do?

Upon contacting Dell, you will be required to engage in a remote diagnosis session to help determine the cause of your issue. Remote diagnosis may involve customer access to the inside of the product and multiple or extended sessions. If Dell determines that your issue is the result of a defect in materials or workmanship but the issue is not able to be resolved remotely, Dell, at its sole discretion, may dispatch a replacement part to you, arrange for you to send your product or defective part back to Dell's repair depot or replace the part or product with a comparable part or product that may be new or refurbished. If the Dell Limited Hardware Warranty for your product includes onsite/in-home warranty service, then Dell may also elect to dispatch a service technician to your location to perform the repair or replacement (see Important Information about Onsite/In-Home Warranty Service After Remote Diagnosis below).

If your limited hardware warranty has expired or if we determine that the problem is **not** covered under this limited hardware warranty, we may be able to offer you service alternatives on a fee basis.
We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and products. Refurbished parts and products are parts or products that have been returned to Dell, some of which were never used by a customer. All parts and products are inspected and tested for quality. Replacement parts and products are covered for the remaining period of the limited hardware warranty for the product you purchased. Dell owns all parts removed from repaired products and, in most instances, you will be required to return defective parts to Dell.

Dell may use authorized representatives to provide any of the technical support or repair services under this limited hardware warranty.

Important information about returning products to Dell for repair or replacement:

For Mail-in Service: Customer supplies box, pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, we will issue a Return Material Authorization (RMA) number that you must include with your return. You must return the product to us in its original or equivalent packaging, prepay shipping charges and insure the shipment or accept the risk if the product is lost or damaged in shipment, which could void warranty coverage as customer-induced damage. We will return the repaired or replacement product to you. We will pay to ship the repaired or replaced product to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

For Mail-in Service: Customer supplies box, Dell pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, shipping instructions will be provided to you. You must package the product in its original or equivalent packaging and call the carrier designated on your shipping instructions to arrange a pickup time or, at your convenience, you may take the adequately packaged product to a designated carrier pick up location. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

For Mail in Service: Dell supplies box and pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, packaging, shipping instructions and a prepaid shipping waybill will be sent to you. Upon receipt of the shipping supplies, you must package the product in the material required and call the carrier designated on your shipping instructions to arrange a pickup time. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping

the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

When you contact us regarding certain products, we may offer to ship you a replacement product prior to receiving your original product back. In such instance, we may require a valid credit card number at the time you request a replacement product. We will not charge or invoice you for the replacement product as long as you return the original product to us within 10 days of your receipt of the replacement product and we confirm that your product issue is covered under this limited hardware warranty. If we do not receive your original product within 10 days, we will charge your credit card or invoice you for the then-current standard price for the product. If upon receipt of your original product, we determine that your product issue is not covered under this limited hardware warranty, you will be given the opportunity to return the replacement unit, at your sole expense, within 10 days from the date we contact you regarding the lack of coverage for your issue or we will charge to your credit card or invoice you the then-current standard price for the product. In addition, if you fail to pay Dell the amounts, Dell may suspend your limited hardware warranty support until the applicable amount is paid. A suspension of your limited hardware warranty for failure to properly return a product or to pay an amount charged for such failure to return a product will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

NOTE: Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as storage cards or devices, DVDs/CDs or PC Cards regardless of whether a technician is also providing in-home or onsite assistance. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. Please, only include the product components requested by Dell.

Important information about part dispatches by Dell:

For some issues, Dell may dispatch a new or refurbished part for you to replace a defective part, if we agree that the defective part needs to be replaced. You must return the defective part to Dell. When you contact us, we may offer to ship you a replacement part prior to receiving your original part back. In such instances, we may require a valid credit card number at the time you request a replacement part. We will not charge or invoice you for the replacement part as long as you return the original part to us within 10 days of your receipt of the replacement part. Failure to timely return the defective part to Dell in accordance with the written instructions provided with the replacement part may result in the suspension of your limited hardware warranty support or a charge to your credit card or invoice in the amount of the then-current standard Dell price for that part. A suspension of your limited hardware warranty for failure to properly return a part will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

We will pay to ship the part to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the part freight collect. We will also include a prepaid shipping container with each replacement part for your use in returning the replaced part to us.

NOTE: Before you replace parts, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as storage cards or devices, DVDs/CDs or PC Cards regardless of whether a technician is also providing in-home or onsite assistance. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. When returning parts to Dell, please only include the product components requested by Dell.

Important information about Onsite/In-Home Warranty Service After Remote Diagnosis:

If the Dell Limited Hardware Warranty for your product includes onsite/in-home warranty service, then if Dell determines that your issue is covered under this limited hardware warranty and your problem cannot be resolved remotely or, if applicable, by dispatching a part or replacement product to you, then Dell may dispatch a service technician to your location within the United States (including Puerto Rico, but excluding the other U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Please tell the technician the full address of your system's location. Both the performance of service and service response times depend upon the time of day your request is received by Dell, the service alternative you purchased, parts availability, geographical restrictions, weather conditions and the terms of this limited hardware warranty. An adult must be present at all times during the service technician's visit. You must grant the service technician full access to the system and (at no cost to Dell) have working space, electricity and a local telephone line. If these requirements are lacking, Dell is not obligated to provide service. In addition, Dell is not obligated to provide service if you fail to provide an environment that is conducive to computer repair, including for example, if you insist on service to be provided at varying locations, if you fail to properly restrain a pet, if you threaten our technician either verbally or physically, or if your location or the general area where the system is located is dangerous, infested with insects, rodents, pests, biohazards, human or animal excrement and/or chemicals as reasonably determined to be unsafe by our technician. If you or your authorized representative is not at the location when the service technician arrives, the service technician will not be able to service your system and you may be charged an additional amount for a follow-up service call.

If Dell determines that your system needs a replacement part, you authorize the on-site technician to act as your service agent to handle the delivery and return of the warranty parts necessary to render on-site repairs. You may incur a charge if you fail to allow the on-site technician to return nonworking/unused units/warranty parts to Dell.

What if I purchased a service contract?

If your service contract is with Dell, service will be provided to you under the terms of the service agreement. Please refer to that contract for details on how to obtain service.

If you purchased through us, a service contract with a third-party service provider, please refer to that contract for details on how to obtain service.

See dell.com/servicecontracts for more details.

May I transfer the limited hardware warranty?

Limited hardware warranties on systems may be transferred if the current **owner** transfers ownership of the system and records the transfer with us. The limited hardware warranty on Dell-certified memory may not be transferred. For U.S. customers, you may record your transfer by going to Dell's website:

Customer Type:	U.S. Ownership Transfer Website:
Home and Home Office:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=19&l=en&s=dhs&~ck=mn
Small and Medium Business:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=04&l=en&s=bsd&~ck=mn
Large Enterprise:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=555&l=en&s=biz&~ck=mn
Federal Government:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC1009777&l=en&s=fed&~ck=mn
State and Local Government:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC978219&l=en&s=slg&~ck=mn
Higher Education:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC956904&l=en&s=hied&~ck=mn
K-12 Education:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC1084719&l=en&s=k12&~ck=mn
Healthcare:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC968571&l=en&s=hea&~ck=mn

For Canadian customers, you may record your transfer by going to Dell's Canadian website: //www.dell.com/support/retail/ca/en/cadhs1/ownershiptransfer/IdentifySystem?~ck=mn

If you do not have internet access, call your customer care representative or call 1-800-624-9897.

All requests to transfer ownership are at Dell's sole discretion. All such transfers will be subject to the terms and conditions of the original service or limited hardware warranty agreement and Dell's applicable terms and conditions of sale located at dell.com/terms (for U.S. customers), dell.ca/terms (for Canadian customers — English) or dell.ca/conditions (for Canadian customers — French). Dell cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party.

Dell Printer Consumables Limited Warranties

The following sections describe the limited warranty for Dell-branded printer consumables (ink cartridges, toner cartridges, photo print packs and photo paper) for the U.S., Canada and Latin America. Refer to the appropriate limited warranty accordingly.

Consumables Limited Warranty (U.S. and Canada Only)

Dell ink

Dell warrants to the original purchaser of genuine Dell-branded ink cartridges that they will be free from defects in material and workmanship for two years beginning on the date of invoice.

Toner

Dell warrants to the original purchaser of genuine Dell-branded toner cartridges that they will be free from defects in material and workmanship for the life of the cartridge under normal use and storage conditions. Lifetime toner warranty applies to the original toner only and does not apply to refilled or remanufactured toner cartridges.

Dell paper

Dell warrants to the original purchaser of genuine Dell Premium Photo Paper and photo print packs that they will be free from defects in material and workmanship for 90 days beginning on the date of invoice.

If any of these products prove defective in either material or workmanship, they will be replaced without charge during the limited warranty period if returned to Dell. You must first call our toll-free number to get your return authorization. In the U.S., call 1-800-822-8965; in Canada, call 1-800-387-5757. If we are not able to replace the product because it has been discontinued or is not available, we will either replace it with a comparable product or reimburse you for the cartridge purchase cost, at Dell's sole option. This limited warranty does not apply to product damage resulting from misuse, abuse, accident, cartridge refilling or remanufacturing by customer, neglect, mishandling or incorrect environments.

Limited Lifetime Warranty for Dell-branded tape media

Dell warrants to you, the end-user customer, that this product will be free from defects in material and workmanship for the lifetime of the product, if it is properly used and maintained. If this product proves

defective in either material or workmanship, Dell, at its option, will (a) repair the product, (b) replace the product or (c) refund the purchase price of the product, provided that the product has been returned to Dell with proof of purchase, such as a purchase order, invoice or sales receipt. You must first contact your local Dell support representative for your authorization option. To contact your local support representative, please visit dell.com, choose your country using the drop down menu located at the top of the page and then click on services and support. This limited lifetime warranty does not apply to failure of the product resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, incorrect environments or wear from ordinary use.
THIS LIMITED LIFETIME WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE, JURISDICTION TO JURISDICTION OR COUNTRY TO COUNTRY. DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT AS SET FORTH IN THIS LIMITED LIFETIME WARRANTY STATEMENT. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT. ANY IMPLIED WARRANTIES AND CONDITIONS THAT MAY BE IMPOSED BY AND THAT ARE NOT PERMITTED TO BE DISCLAIMED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED LIFETIME WARRANTY COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THIS PRODUCT TO ANOTHER PARTY.

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED LIFETIME WARRANTY AND WE DO NOT ACCEPT LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. DELL'S LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH DELL IS RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE

ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Appendix F - Dell Return Policy

U.S. Return Policy

Direct (applies only to purchases directly from Dell)

Dell values its relationship with you and offers you the option to return most products you purchase directly from Dell. For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product. Note: If your purchase qualifies for a promotion offered by Dell that extends the return period for a specific product, the return rights and obligations included with the promotion will apply to your purchase.

30-Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals and parts may be returned if requested and approved by Dell within 30 calendar days from the date on the packing slip or invoice for a refund or credit of the purchase price paid. Note that your refund or credit may be reduced by the amount of shipping and handling fees and any applicable restocking fees (as further described below). Any product returned to Dell **without prior authorization** from Dell will be considered an **unauthorized** return, and you will not receive a refund or credit for the product and Dell will not ship the product back to you. For instructions about requesting a return, see "How to Return a Product" below. **All approved returns must be received by Dell within 30 calendar days of the return approval date otherwise the amount of refund or credit may be reduced or eliminated if the product(s) are returned late.**

Exceptions to Dell's 30-Day Return Period:

- **Software may not be returned at any time**, unless the software being returned is:
  1. Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
  2. Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking to agree to applicable terms.
- **Additional products not eligible for return at any time:**
  1. **Dell EMC-**branded products
  2. **Dell Wyse™** and **Wyse**-branded products
  3. Non-Dell-branded enterprise hardware and software products
  4. Customized products
- Unless you have specifically agreed otherwise in your written agreement with Dell, **there is no right of return for software purchased under any type of volume license arrangement.**
- Dell reserves the right to deny any returns in circumstances involving repeated returns, violation of the Dell Terms of Sale or other impermissible activity.

Restocking Fees: Unless the product is defective or the return is a direct result of a Dell error, Dell may charge a restocking fee of **15%** of the purchase price paid less shipping and handling, plus any applicable sales tax, which would be applied through a total reduced refund or credit.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Dell may deduct the value of the discount, promotional item or redeemed card from any refund or credit you receive for the return of the purchased item.

How to Return a Product: Before returning a product, you MUST first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to www.dell.com/contactus or see the “Contacting Dell” or "Getting Help" section of your customer documentation. To initiate a return online, please click here.

NOTE: You MUST follow these steps when returning a product:

- Ship the product to Dell. Please note that all approved returns must be received by Dell within 30 days of the date that Dell issues the return authorization and instructions.
- Ship back **all** products you are seeking to return to Dell and for which you received a CRA number. For partial returns, your refund or credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- For customers returning a TV, the TV must be returned in the original packaging it was received in (including box and protective cushioning). If you do not have the original packaging, you must provide separate packaging.
- For commercial customers, you must ship the products at your expense, and make sure the shipment is insured, or accept the risk of loss or damage during shipment.

Upon receipt of your return, Dell will issue a credit or refund of the purchase price paid, which may be reduced by the amount of shipping and handling fees and any applicable restocking fees subject to this policy.

Note: Before you return the product to Dell, make sure to back up any data on the hard drive(s) and on any other storage device in the product. Remove all confidential, proprietary and personal information as well as removable media such as flash drives, CDs and PC Cards. Dell is not responsible for any confidential, proprietary or personal information; lost or corrupted data; or damaged or lost removable media that may be included with your return.

Systems configured with an Intel® 8th Gen or later CPU are designed to run optimally with the Microsoft Windows 10 operating system. Removing the factory-installed operating system to run a non-Windows 10 operating system (such as Windows 7 or Windows 8) may make the product ineligible for return to Dell for a refund or cause system instability and performance issues that may not be covered by your warranty, support, or service agreements.

Appendix G - Vendor Certifications

01-300 (Rev.1-07/17)

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Merchants: A copy of this permit does not replace a resale or exemption certificate. You will be responsible for sales tax unless you have a valid resale/exemption certificate on file.

You must obtain a new permit if there is a change of ownership, location, or business location name.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

DELL MARKETING LP

DELL MARKETING LP
8687 N CENTRAL EXPY
DALLAS TX 75225-4427

Type of permit: SALES AND USE TAX
Taxpayer number: 1-74-2616805-4
Location number: 00005
First business date: 01/01/2007

NAICS CODE: 334111 DESCRIPTION ON NEXT LINE:
Electronic Computer MFG

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:
CITY: DALLAS EFF: 01/01/2007
TRANSIT: DALLAS MTA EFF: 01/01/2007

SUSAN COMBS
Comptroller of Public Accounts

YOU MAY NEED TO COLLECT SALES AND/OR USE TAX FOR OTHER LOCAL TAXING AUTHORITIES DEPENDING ON YOUR TYPE OF BUSINESS.
If you have any questions regarding sales tax, you may contact the Texas State Comptroller's field office in your area or call 1-800-252-5555, toll free, nationwide. The Austin number is 512/463-4600.

DETACH HERE AND PROMINENTLY DISPLAY YOUR PERMIT ONLY

IS THE INFORMATION PRINTED ON THIS PERMIT INCORRECT?

The information printed on your permit must be accurate and current. To make corrections, you may detach and complete ONLY the information in the form below which is incorrect, and mail it to COMPTROLLER OF PUBLIC ACCOUNTS, 111 E. 17th Street, Austin, TX 78774-0100. 01-300-P-4

MAKING CHANGES TO LOCAL TAXING AUTHORITIES OR BUSINESS DESCRIPTION LISTED ON THIS PERMIT

- You will need to contact us to correct the local taxing authorities for this business location. Contact your city/transit authority/county/special purpose district if you are unsure if your business is located within that taxing jurisdiction. We can assist you in determining your local sales and use tax responsibilities, and the appropriate rate for each local taxing authority. Publication 94-105, "Guidelines for Collecting Local Sales and Use Tax" and Publication 96-132, "Texas Sales and Use Tax Rates" are available on the Comptroller's web site at www.window.state.tx.us/taxinfo/local/.
- Visit us online at www.window.state.tx.us/taxinfo/sales/naics_coding.html if you need to correct the description of your business printed on the front of this permit.

MORE INFORMATION ABOUT YOUR PERMIT

- You must prominently display this permit in your place of business.
- The information on your permit is public information.
- You cannot use this permit or a copy of it as a resale or exemption certificate.
- If the location specified on this permit is closed, return this permit to the Comptroller of Public Accounts and indicate the date of the last business transaction.
- Depending on your type of business, you may need to collect sales and/or use tax for other local taxing authorities not listed on this permit.

TEXAS SALES AND USE TAX PERMIT

Taxpayer name shown on the permit: DELL MARKETING LP

Taxpayer number shown on the permit: • 17426168054

Location number shown on the permit: • 00005

Correct business location name •

Correct business location (no P.O. Box or directions accepted) •

City | State | ZIP code •

Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at ***https://www.window.state.tx.us/taccmaint/changeaddress.html***

Correct taxpayer name •

Daytime phone *(Area code and number)*

Correct mailing address •

City | State | ZIP code •

Federal Employer Identification number

If you are **no longer in business**, enter the date of your last business transaction. ___ ___

sign here ▶ Taxpayer or authorized agent

Date

000001130

Form 01-300 (Back) (Rev.1-07/17)

All permits are issued subject to the provisions of the law. This permit may be revoked, suspended, or cancelled for a violation of any provision of any taxing statute administered by the Texas Comptroller of Public Accounts or of any rule adopted by the Comptroller to administer those statutes. Receipt of this permit does not mean that the taxpayer to whom it is issued is in good standing with the Comptroller.

Please note that you are responsible for collecting the correct amount of local taxes. For example, if our records show that one of your locations outside the city limits, and it is, in fact, inside the city, you are still responsible for collecting and remitting the city sales tax. If the local taxing authorities on your sales tax permit are incorrect, please call us, so we can correct them.

Taxpayer name and mailing address

DELL MARKETING LP 92
18006 SKY PARK CIR STE 106
IRVINE CA 92614-6406

OPERATING WITHOUT A VALID PERMIT IS A MISDEMEANOR PUNISHABLE BY A FINE OF NOT MORE THAN $500 PER DAY.

Legal citation: TEX. TAX CODE ANN. chs. 111 and 151.

For an existing business, this permit replaces the permit you now hold for this location. All previous permits of this type issued by the Texas Comptroller of Public Accounts are void.

****** Important Sales Tax Information ******

You must file a sales and use tax return even if you have no taxable sales and/or no tax due.

FILE AND PAY YOUR SALES TAX ONLINE

WebFile automatically calculates the sales tax due and provides a confirmation that we received your return. WebFile is available online at ***www.window.state.tx.us/webfile/salestax.html***

FILE NO TAX DUE RETURNS BY PHONE

You can also file your no tax due sales and use tax return by calling TeleFile at **1-888-4FILING (1-888-434-5464).**

DOWNLOAD SALES AND USE TAX FORMS ONLINE

You will receive a preprinted sales and use tax return in the mail about 20-30 days before each return is due. You can also download sales and use tax forms online at ***www.cpa.state.tx.us/taxinfo/taxforms/01-forms.html***

UPDATE YOUR ACCOUNT INFORMATION

Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at ***https://www.window.state.tx.us/acctmaint/changeaddress.html*** or call our toll-free voice mailbox at **1-800-224-1844.**

SALES TAX FREQUENTLY ASKED QUESTIONS

Read our sales tax frequently asked questions online at ***www.window.state.tx.us/taxinfo/sales/questions.html***

You have certain rights *under Chapters 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at the address or toll-free number listed on this form.*

DELL MARKETING L.P.

SECOND AMENDED AND RESTATED

CERTIFICATE OF FORMATION

FILED
In the Office of the
Secretary of State of Texas
FEB 03 2020
Corporations Section

January 30, 2020

Dell Marketing L.P. (the "**Partnership**"), by and through its undersigned general partner, adopts the following in accordance with Sections 3.057 through 3.059 of the Texas Business Organizations Code (the "**TBOC**").

1. The name of the filing entity is Dell Marketing L.P., a Texas limited partnership.

2. The Partnership was formed as a limited partnership on December 23, 1991 and issued file number 6260510 by the Secretary of State of the State of Texas (the "**Secretary of State**"). The Partnership filed an Amended and Restated Certificate of Limited Partnership (the "**Amended and Restated Certificate**") on July 29, 2003 with the Secretary of State.

3. This instrument restates the Amended and Restated Certificate, referred to herein as the certificate of formation, as amended and supplemented by all articles of amendment previously issued by the Secretary of State, and as further amended as set forth herein.

4. This instrument further amends the certificate of formation of the Partnership by:

   a. Replacing all references to provisions of the Texas Revised Limited Partnership Act to the appropriate provisions of the TBOC.
   b. Adding Section 5, which names certain officers of the Partnership duly appointed by the General Partner.

5. Each and every amendment described in paragraph 4 above has been made in accordance with the provisions of the TBOC. The amendments to the certificate of formation and the restated certificate of formation have been approved in the manner required by the TBOC and by the governing documents of the Partnership.

6. The Second Amended and Restated Certificate of Formation attached hereto as **Exhibit A** accurately states the text of the certificate of formation being restated and each amendment thereto that is in effect, and as further amended herein. The attached Second Amended and Restated Certificate of Formation does not contain any other change except for the information permitted to be omitted by the provisions of the TBOC applicable to the Partnership. The existing certificate of formation of the Partnership and all amendments and supplements thereto are hereby superseded by the Second Amended and Restated Certificate of Formation attached hereto.

7. This document is effective when filed by the Secretary of State of the State of Texas.

[Remainder of Page Left Intentionally Blank]

The undersigned affirms that the person designated as registered agent in the Second Amended and Restated Certificate of Formation has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the Partnership to execute this Second Amended and Restated Certificate of Formation.

DELL MARKETING GP L.L.C., general partner

By:
Name: Robert L. Potts
Title: Senior Vice President and Assistant Secretary

MEMORANDUM

DATE:	May 4, 2026
FROM:	Luca Ursan, IT Director
SUBJECT:	Resolution Accepting the Sourcewell Purchasing Cooperative's Previously-Bid Contract with CDW Government, LLC for a One-Year Renewal of Sophos Antivirus Endpoint Protection Software Licenses in the Amount of $30,066.25
DOLLAR AMOUNT:	30,066.25
BUDGETED:	Yes
BUDGET SOURCE:	General Fund / Information Technology Budget
RECOMMENDED ACTION:	Motion to Approve
STRATEGIC PLAN THEME:	Financial Strength

EXECUTIVE SUMMARY

Information Technology (IT) staff recommends Village Board authorization of the annual renewal of Sophos Antivirus endpoint protection software licenses required to maintain the Village's cybersecurity. The approved 2026 budget includes funding for this annual renewal purchase at a cost of $30,066.25.

MEMO

The Village's Sophos Antivirus software licenses must be renewed annually to provide the latest available cybersecurity protection for the Village's computer systems across all municipal facilities. Sophos is a comprehensive antivirus program designed to enhance the security of the Village's computer networks. It includes features such as thorough network scanning and notifications to the Information Technology (IT) staff of any security issues. It also uses artificial intelligence and behavioral indicators to help protect against any potential threat. In addition to the standard real-time antivirus shield, the Sophos suite of applications offers additional protection against malware, ransomware, compromised websites, and phishing email threats.

The Information Technology department has done extensive research and found that it is in the best interest of the Village of Wheeling to accept the Sourcewell Purchasing Cooperative's contract with CDW-Government for information technology products and services. The Sourcewell Purchasing Cooperative's contract buying power offers large discounts that would not be achievable through a separate bidding process of our own. It is highly recommended that we take advantage of the Sourcewell Purchasing Cooperative's contract discount rates and pursue this purchase through CDW-Government.

The 2026 approved budget includes funding for this annual renewal purchase at a cost of $30,066.25, per the attached quote.

RESOLUTION NO. 26- _____

RESOLUTION ACCEPTING THE SOURCEWELL PURCHASING COOPERATIVE'S PREVIOUSLY-BID CONTRACT WITH CDW GOVERNMENT, LLC FOR A ONE-YEAR RENEWAL OF SOPHOS ANTIVIRUS ENDPOINT PROTECTION SOFTWARE LICENSES IN THE AMOUNT OF $30,066.25

WHEREAS, the Sourcewell Purchasing Cooperative ("Sourcewell") has solicited bids for technology solutions and awarded a contract to CDW Government LLC ("CDW") for information technology products and services which meet the Village of Wheeling's specifications; and

WHEREAS, Sourcewell encourages government agencies to participate in its equipment and services contracts to take advantage of favorable bid prices due to the combined purchasing power of all state and local government agencies; and

WHEREAS, the State of Illinois has established a master agreement to participate in Sourcewell's contract with CDW and has authorized other local government entities in Illinois to participate in the same contract; and

WHEREAS, the Village of Wheeling deems it to be in its best interest to participate in Sourcewell's Contract #121923 for the purchase of Sophos Antivirus Endpoint Protection software licenses as awarded to CDW for the ongoing operation and maintenance of the Village of Wheeling's technology infrastructure covering all Village facilities;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Manager is hereby authorized to accept and execute the Sourcewell Purchasing Cooperative's Contract # 121923 with CDW Government LLC for the purchase of Sophos Antivirus Endpoint Protection software licenses per CDW-Government Quote # PWFR771, at a cost not to exceed $30,066.25.

Trustee _____ moved, seconded by Trustee _____,

that Resolution No. 26-_____ be adopted.

President Horcher	_____		
Trustee Krueger	_____	Trustee Ruffatto	_____
Trustee Lang	_____	Trustee Vito	_____
Trustee Papantos	_____	Trustee Vogel	_____

ADOPTED this 4th day of May, 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

ATTEST:

_____
Patrick Horcher
Village President

_____
Kathryn M. Brady
Village Clerk

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

DERRYL SHAPIRO,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PWFR771	4/27/2026	PWFR771	163072	$30,066.25

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Sophos Central Email Advanced - subscription license renewal (1 year) - 1 u Mfg. Part#: CEMAAU12AFRCAA Start Date: 5/14/2026 End Date: 5/13/2027 Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 GOV ONLY (25-448DOIT-TELEC-P-80070)	300	7633903	$36.66	$10,998.00
Sophos Central Intercept X Advanced - subscription license renewal (1 year) Mfg. Part#: CIXA0U12AFRGAA Start Date: 5/14/2026 End Date: 5/13/2027 Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 GOV ONLY (25-448DOIT-TELEC-P-80070)	300	7633691	$27.68	$8,304.00
Sophos Central Intercept X Advanced for Server - subscription license renew Mfg. Part#: CIXA0S12BGRGAA Start Date: 5/14/2026 End Date: 5/13/2027 Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 GOV ONLY (25-448DOIT-TELEC-P-80070)	175	7633536	$61.51	$10,764.25

SUBTOTAL	$30,066.25
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$30,066.25**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: VILLAGE OF WHEELING ACCTS PAYABLE 2 COMMUNITY BLVD WHEELING, IL 60090-2676 **Phone:** (847) 459-2600 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** VILLAGE OF WHEELING DERRYL SHAPIRO 2 COMMUNITY BLVD WHEELING, IL 60090-2676 **Phone:** (847) 459-2600 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Sales Contact Info

Philippe Stapp | (866) 551-9995 | philsta@cdwg.com

Need Help?

My Account

Support

Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order 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.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

CPO·GS
BIDBUY E-PROCUREMENT

Master Blanket Purchase Order 25-448DOIT-TELEC-P-80070

Header Information

Purchase Order Number:	25-448DOIT-TELEC-P-80070	**Release Number:**	0	**Short Description:**	JPMC PA PC, Accessories and Software
Status:	3PS - Sent	**Purchaser:**	Beau Wilson	**Receipt Method:**	Quantity
Fiscal Year:	2025	**PO Type:**	Blanket	**Minor Status:**	
Organization:	DoIT - Department of Innovation and Technology				
Department:	TELECOM448 - Telecommunications	**Location:**	AC003 - Personal Computer	**Type Code:**	Competitive Sealed Proposal
Alternate ID:	9100001957	**Entered Date:**	04/24/2025 09:15:11 AM		
Days ARO:	10	**Retainage %:**	0.00%	**Discount %:**	0.00%
Release Type:	Direct Release				
Contact Instructions:	Contact Beau Wilson at Beau.Wilson2@illinois.gov	**Actual Cost:**	$0.00		
Print Format:					
Is this a Small Business Set Aside Procurement?:	No				
Actual Contract Begin Date:	04/24/2025				
Actual Contract End Date:	10/14/2027				
Date Contract Executed:	04/24/2025				
Master Contract?:	Yes				
Original/ Old Contract/PO Number:					
Incoterm Key:					
Incoterm Location (City):					
Release Begin Date:					
Release End Date:					
Is there a BEP/VBP Participation Goal? :	No				

Is this Contract available to Local Units of Government?:	Yes
Agency Attachments:	P-80070 contract amendment 3 to add Subcontractor- executed_Redacted.pdf REDACTED Sourcewell 121923-State of IL R-257160 LStamp BPW 04.24.25.pdf BOA for Release off Master for P-80070 V.18.1 (DoIT Legal - March 2023).docx P-80070 - Executed Amendment 2_Redacted.pdf Attachment A- In Scope Items~2.xlsx Sourcewell 121923-CDW Product & Services Rate Card (4).pdf
Vendor Attachments:	

Primary Vendor Information & PO Terms

Vendor:	V00001190 - CDW GOVERNMENT LLC 230 N MILWUAKEE AVE VERNON HILLS, IL 60061 US Email:	**Payment Terms:**	NA	**Shipping Method:**	
		Shipping Terms:		**Freight Terms:**	

STATE OF ILLINOIS SOURCEWELL PARTICIPATING AGREEMENT

CDW Government LLC (hereinafter "Contractor") And
The State of Illinois (hereinafter "State" or "Participating State/ Entity")

25-448DOIT-TELEC-P-80070

1. **Scope:** This Participating Agreement ("PA") covers the Sourcewell 121923-CDWG contract ("Master Agreement") for use by state agencies and other entities located in the State of Illinois authorized by that state's statutes to utilize State contracts.

Contracts with the prior approval of the Illinois Chief Procurement Officer for General Services ("Illinois CPO"). Purchase Orders placed from this Participating Agreement are limited exclusively to the following products and services:

- Please see Attachment A.
- Services allowed on this contract will only be for items purchased from this contract. This ensures that products and trainings align with purchases. Applicable services will require a Statement of Work.
- Quotes are required for all orders from this Participating Addendum.

2. **Participation:** This Master Agreement may be used by all governmental units qualified to use statewide contracts in the State of Illinois.

3. **Participating State Modifications or Additions to Master Agreement:** The following changes are modifying or supplementing the Master Agreement terms and conditions. These modifications and additions apply only to actions and relationships within the State of Illinois. Any conflict between the terms of the Master Agreement and the terms of this PA shall be governed by the terms of this PA. Those terms that are not otherwise in conflict shall continue in full force and effect.

3.1. Joint and Cooperative Purchasing:

3.1.1 The Chief Procurement Officer for General Services makes this Master Agreement along with this PA available to all governmental unit or qualified not-for-profit agencies.

"Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10- 20(a)(4).

3.1.2 The products purchased subject to the PA shall be rendered directly to each governmental unit. "Governmental unit" means State of Illinois, any State agency as defined in Section 1- 15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax, or any other public entity created by Illinois statute.

3.1.3 Contractor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the Master Agreement for the items in the PA to the State and all authorized governmental units.

3.1.4 Contractor shall bill each governmental unit or qualified not-for-profit agency separately for

its actual share of the costs of the products purchased pursuant to a Purchase Order or other similar State purchasing document such as its Basic Ordering Agreement (cumulatively referred to herein as "PO"). All terms and conditions in this PA apply with full force and effect to all purchase orders. The credit or liability of each governmental unit. shall remain separate and distinct. Disputes between Contractor and governmental units or qualified not for-profit agencies shall be resolved between the affected parties.

3.2 Subcontractors

3.2.1 Will Subcontractors be utilized? Yes _____ No _X_

A subcontractor is a person or entity that enters into a contractual agreement with a total value of
$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than $50,000 must include Standard Illinois Certifications completed by the subcontractor.

3.2.2 Please identify below subcontracts with an annual value of $100,000 or more that will be utilized in the performance of this Contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

3.2.3 All contracts with the subcontractors identified above must include the Standard Illinois Certifications completed

3.2.4 If the annual value of any the subcontracts is more than $100,000, then Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

3.2.5 If at any time during the term of the PA, Contractor adds or changes any subcontractors, Contractor will be required to promptly notify the State, in writing, of the names, addresses, and the expected amount of money that each new or replaced subcontractor will receive pursuant to the PA or any PO, together with a description of the work to be performed by the subcontractor. Any subcontracts entered into prior to award of the PA and a subsequent PO are done at the Contractor's and subcontractor's risk.

3.2.6 Any subcontractors must include the same certifications that Contractor must make as a condition of this PA Contractor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

3.3 Where Services are to be Performed. All Services shall be performed in the United States. If the Contractor performs the services purchased here under in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by the Contractor.

3.4 Schedule of Work. Any work performed on State premises shall be done during the hours designated by the State, or the State of Illinois entity that is a party to the PO and performed in a manner that does not interfere with the State and its personnel.

3.5 Type of Pricing. The Illinois Office of the Comptroller requires the State to indicate whether the Participating Agreement value is firm or estimated at the time it is submitted for obligation. The total value of this Participating Agreement is estimated. Contractor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the Master Agreement for the items in the PA to the State and all Participating entities. Pricing for Products sold to State shall be as set forth in the Master Agreement.

3.6 Term. This contracts term date begins on the last day of its execution and ends no later than 10/14/2027. No renewal options.

3.6.1 Contractor shall not commence billable work in furtherance of the PA or any PO prior to final execution of each, except when permitted pursuant to 30 ILCS 500/20-80.

3.7 Termination for Cause. The State may terminate or suspend this PA or any PO, in whole or in part, immediately upon notice to the Contractor if: (a) the State determines that the actions or inactions of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Contractor has notified the State that it is unable or unwilling to perform the PA or any PO. Contractor shall immediately notify the State of any event that may have a material impact on Contractor's ability to perform the PA or any PO.

3.7.1 If Contractor fails to perform to the State's satisfaction any material requirement of this PA or any PO, is in violation of a material provision of this PA or any PO, or the State determines that the Contractor lacks the financial resources to perform the PA or any PO, the State shall provide written notice to the Contractor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date, the State may either: (a) immediately terminate or suspend the PA or relevant PO(s) without additional written notice, (b) withhold payment until the default is remedied, (c) enforce the terms and conditions of the Master Agreement, PA, or PO.

3.7.2 For termination or suspension due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.8 Termination for Convenience. The State may, for its convenience and with thirty (30) days' prior written notice to Contractor, terminate this PA or any PO in whole or in part and without payment of any penalty or incurring any further obligation to the Contractor. The Contractor shall be entitled to compensation upon submission of invoices and proof of claim for products provided in compliance with this PA and the applicable PO(s), up to and including the date of termination.

3.9 Availability of Appropriation. The PA and all POs are contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this PA or any PO, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or the State reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and the State's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

3.10 Payment Terms and Conditions.

3.10.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Contractor's sole remedy for late payments by the State. Payment terms contained on Contractor's invoices shall have no force and effect. Section 23 of the Master Agreement shall have no force or effect with respect to the State.

3.10.2 Minority Contractor Initiative: Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20- 25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to Vendor under the Contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9

3.10.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date or the contract is prior to execution.

3.10.4 Prevailing Wage: As a condition of receiving payment Contractor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Contractor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217 -782-6206 or (http://www.state.il.us/agency/idol/index.httm).

3.10.5 Federal Funding: POs may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.

3.10.6 Invoicing: By submitting an invoice, Contractor certifies that the products provided meet all requirements of the PA and applicable PO, and the amount billed and expenses incurred are as allowed in the PA and PO. Invoices for products purchased, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Contractor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

3.10.7 Contractor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Contractor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

3.10.8 Contractor shall invoice on a per order basis.

3.11 Assignment. Neither Party may assign this PA nor any PO hereunder without the prior written consent of the other Party.

3.12 Audit and Retention of Records. Contractor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems. shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the PA or PO, or completion of the PA or any PO, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Contractor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the State, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this PA, PO, or any subcontract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's or subcontractor's books and records. 30 ILCS 600/20-65.

3.13 Confidential Information. Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this PA and any POs. Contractor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Contractor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

3.14 Indemnification and Liability. The Contractor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Contractor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Contractor's negligent performance; (c) any act, activity or omission of Contractor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this PA or any PO infringe, misappropriate or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section l (a), (b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private

parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages. Except for its IP indemnity obligations stated herein, property damage or personal injury, or fraud, Contractor shall not be liable for any amount of damages in excess of the amounts paid and payable for the products giving rise to the claim.

3.15 **Insurance**. Contractor shall, at all times during the term or the PA, POs, and any renewals maintain and provide a Certificate of Insurance listing the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Contractor shall provide; (a) General Commercial Liability occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Contractor's obligation to indemnify, defend, or settle any claims.

3.16 **Continual Performance Obligations.** Vendor shall continue to perform its obligations while any dispute concerning this Contract is being resolved unless otherwise directed by the State.

3.17 **No Waiver of Rights.** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

3.18 **Force Majeure.** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism. riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the PA or any effected PO without penalty if performance does not resume within thirty (30) days of the declaration.

3.19 **Independent Contractor**. Contractor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments shall be made on that basis.

3.20 **Solicitation and Employment**. Contractor shall not employ any person employed by the State during the term or this PA or any PO to perform any work under any PO. Contractor shall give notice immediately to the State if Contractor solicits or intends to solicit State employees to perform any work under this PA or any PO.

3.21 **Compliance with the Law**. 'The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this PA and any POs. Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Contractor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

- **Background Check**. Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal history background checks of Contractors and subcontractors, officers, employees, or agents performing services on State owned, leased or controlled property. Contractor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pan the background checks. The background checks shall be in compliance will all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and
- State must provide notice and consent forms. Contractors and subcontractors' officers, employees or agents performing services on state owned, leased or controlled property not consenting shall be reassigned.

However, in no event can Contractor agree to waive the rights of its employees, nor can Contractor provide the State with any information protected by law, including but not limited to Contractor's background check data.

3.22 Applicable Law.

3.22.1 Prevailing Law. This PA and any POs shall be construed in accordance with and are subject to the laws and rules of the State of Illinois.

3.22.2 Equal Opportunity. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

3.22.3 Court of Claims; Arbitration; Sovereign Immunity. Any claim against the State arising out of the Master Agreement, this PA, or any PO must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of the Master Agreement, this PA. or any POs. The State of Illinois does not waive sovereign immunity by entering into this PA or any POs.

3.22.4 Official Text: The official text of the statutes cited herein in incorporated by reference. An unofficial version can be viewed **at** (www.1iqa.gov/leqislation/ilcs/ilcs.asp).

3.23 Antitrust Assignment. If Contractor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the PA or any PO, then upon request of the Illinois Attorney General, Contractor shall assign to the State rights, title, and interest in and to the claim or cause of action.

3.24 Contractual- Authority. The Agency that signs any PO for the State of Illinois shall be the only State of Illinois entity responsible for performance and payment under such PO. When the Chief Procurement Officer or authorized designee signs in addition to an agency, they do so as approving officer and shall have no liability to Contractor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Contractor shall have any liability to Contractor for that order.

3.25 Expatriated Entities. Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

3.26 Notices. Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and

other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

3.27 Modifications and Survival. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Contractor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

3.28 Performance Record/Suspension. Upon request of the State, Contractor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the PA and any PO. The State may consider Contractor's performance under the POs and compliance with law and rule to determine whether to continue the PA and POs, suspend Contractor from doing future business with the State for a specified period of time, or whether Contractor can be considered responsible on specific future contract opportunities.

3.29 Freedom of Information Act. This PA any POs, and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (5 LCS 140) notwithstanding any provision to the contrary that may be found in this contract.

3.30 Warranties for Supplies and Services.

3.30.1 Contractor will pass through all manufacturer warranties associated with any goods or supplies furnished under this PA which are intended for the end user. The State acknowledges that Contractor is not the manufacturer of the goods or supplies and that the only warranties offered are those of the manufacturer, not Contractor or its Affiliates. In purchasing the goods, the State rely on the manufacturer's specifications only and not on any statements or images that may be provided by Vendor or its Affiliates. Contractor warrants that the supplies furnished under this PA and any PO will:

(a) conform to the standards, specifications, drawing, samples or descriptions furnished by the Contractor, including but not limited to all specifications attached as exhibits hereto, to any PO, or to the Master Agreement:

(b) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; AND

(c) be of good title and be free and clear of all liens and encumbrances.

3.30.2 Contractor shall insure that all manufacturers' warranties transferred to the State.

3.31 EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, CONTRACTOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE PURCHASED ITEMS OR THEIR PERFORMANCE OR NON-PERFORMANCE.

3.32 Primary Contacts The primary contact individuals for this Participating Agreement are as follows (or their named successors):

Contractor
Name: [redacted]
Telephone: [redacted]

Participating Entity
Name: [redacted]
Address: [redacted]
Telephone: [redacted]

3.33 **Orders.** Any Purchase Order placed by governmental units and qualified not-for-profit agencies authorized to use statewide contracts in the State of Illinois for a product and/or service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement, as modified by this PA, as well as this PA, unless the parties to the PO agree in writing that another contract or agreement applies to such order.

3.34 **Supplemental Terms.** Notwithstanding any provision to the contrary in Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

3.34.2 The procuring Agency and the State do not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5);

3.34.3 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

3.34.4 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

3.34.5 The procuring Agency and the State do not agree to be bound by the terms and conditions contained in any click- wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement, or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

3.34.6 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

3.34.7 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of the Indemnification and Liability clause of this Contract;

3.34.8 Vendor's liability shall be governed by the terms and conditions contained in the Indemnification and Liability clause of this Contract; and

3.34.9 Vendor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under this contract complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.

3.34.10 Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

3.36 **Reporting:** Pursuant to the Master Agreement (Sourcewell 121923-CDWG), Contractor shall provide quarterly usage reports in the below format. Contractor shall provide Illinois specific quarterly reports until the expiration of the term of the PA. The reporting period and submission due date shall be on the following schedule:

Fiscal Year Quarter 1 July-September due October 31
Fiscal Year Quarter 2 October-December due January 31
Fiscal Year Quarter 3 January-March due April 30
Fiscal Year Quarter 4 April-June due July 31

BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address: DoIT.ITPO.Communications@illinois.gov

A Sample of the report is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXX	XXX	XXXXXXX
2	XXXXXXXXX	XXX	XXXXXXX

3.37 **Employment Tax Credit:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

3.38 **Standard Certifications and Disclosures.** Contractor agrees to the Standard Certifications and Disclosures in FORMS B, provided in Exhibit A hereto. Contractor agrees that its Disclosures and Conflicts of Interest forms, Illinois Procurement Gateway Sections F, G and I (attached hereto as Exhibit B) are accurate and complete.

3.39 **Individual Customer.** Each State agency and governmental unit authorized to use statewide contracts in the State of Illinois, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this PA, each agency and political subdivision will be responsible to follow the terms and conditions of the Sourcewell Master Agreement: and they will have the same rights and responsibilities for their purchases as the Lead State has in the Sourcewell Master Agreement, as amended by this PA. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed for their purchases. The Contractor will apply the charges to each Participating Entity individually.

The Parties to this Participating Agreement are the State of Illinois, acting through the undersigned Agency, and the Contractor. This Participating Agreement ("PA'"), consisting of the signature page and numbered sections listed above and below and any attachments referenced in this Participating Agreement, constitute the entire agreement between the Parties concerning the subject matter of the Participating Agreement, and in signing the Participating Agreement, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the Participating Agreement. This PA supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the agreement. This PA, Standard Certifications, and Financial Disclosures and

Conflicts of Interest will prevail in the event of a conflict between this PA and Master Agreement. This PA can he signed in multiple counterparts upon agreement of the Parties.

4. Piggyback and Participation Contract Terms and Conditions

4.1. Agency Specific Terms and Conditions

In the event of any inconsistency or conflict between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

1. This State of Illinois Participating Addendum.
2. Master Agreement Number 121923-CDWG
3. Sourcewell Solicitation for Technology products and services

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by both parties below.

State of Illinois, acting through the Department of Innovation & Technology	**CDW Government, LLC**
Name: [redacted]	Name: [redacted]
Signature: [redacted]	Signature: [redacted]
Title: [redacted]	Title: [redacted]
Date: 4/25/2025	Date: 04/23/2025

Reviewed as to legal clause sufficiency [redacted] 04/24/2025

AM

How it Works

Cooperative Purchasing with Sourcewell

IN THIS SECTION

Cooperative Purchasing | Solicitation Process | Purchasing | Eligibility | Military Support

Cooperative Purchasing

Save time and money by purchasing from our competitively solicited contracts.

Cooperative purchasing is “Procurement conducted by, or on behalf of, one or more Public Procurement Units” as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations. Our rigorous process is continually refined to best meet the needs of participating agencies and allows us to offer exceptional products from nationally acclaimed suppliers.

All Awarded Contracts →

Solicitation Process

Detailed RFP Solicitation Process (PDF)

Our Procurement Team takes care of the competitive solicitation process—both request for proposals on general purchases and formal solicitations for construction contracting—so you don't have to. Still have questions? We've got you covered.

Compliance & Legal Information

Construction Contracting and IFB Information

Develop Request for Proposal

We study our clients' needs and conduct industry research.

Public Notice & Advertisement

Advertise RFP notice, and host a pre conference.

Purchasing

Ready to get started? Simply follow these three easy steps to begin realizing the benefits of cooperative purchasing.

We're here to help

1

Register

Any government or education entity can quickly and easily register to participate for free. There are no fees to use our contracts, no commitment, and no obligation to purchase—and the **online registration** takes just a few minutes.

Businesses are not eligible. ***Learn about becoming a supplier.***

2

Find a Contract

Sourcewell has hundreds of awarded supplier contracts in a wide variety of industries. You can quickly **search contracts by product type**, or browse **construction contracts** by state and county.

3 Contact the Supplier

Once you've located a contract you'd like to utilize, you can quickly obtain a quote, and finalize the sale with the supplier or your local dealer using the contract number and your agency's **Sourcewell account number**. It's that easy!

Eligibility

Participating in Sourcewell is available to government and education entities.

There is no cost to register and no obligation to use a Sourcewell contract.

Businesses, private consumers, and for-profit organizations are not eligible.

Register as a Participating Agency

Military Support

Through an Intergovernmental Support Agreement (IGSA), the U.S. Army, Department of the Navy, and Army Reserve can now request Sourcewell's support in procuring everything from operational supplies to facility sustainment and minor construction services.

How it works:

-Once onboarded, the installation contacts Sourcewell and makes a request.
-Sourcewell determines if we have the supplies and services on contract.
-Sourcewell gets the quote from the supplier (or suppliers, if applicable).
-Installation approves and Sourcewell issues the purchase order to the supplier.
-Supplies are delivered and services are completed and approved.
-Sourcewell invoices the installation, and Sourcewell then pays the supplier.

Learn more →

Sourcewell

About Careers Compliance & Legal Contact News

Terms of use Privacy Notice Accessibility

Sourcewell is a local unit of government under Minnesota state statute, and competitively solicits and awards contracts. Purchasing agencies are responsible for performing due diligence and ensuring compliance with applicable federal, state, and local laws, as well as specific funding requirements, in consultation with legal counsel.

All Solutions →

Minnesota-Only Solutions →

Supplier Resources →

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DocuSign Envelope ID: 6E5E583C-AE8C-4945-A183-9F3A4F2397EC

Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY.

1. *Product Warranty.* Supplier is not the manufacturer of the Products purchased by Participating Entities hereunder and the only warranties offered are those of the manufacturer, not Supplier or its Affiliates. In purchasing the Products, the Participating Entity relies on the manufacturer's specifications only and not on any statements or images that may be provided by Supplier or its Affiliates. SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Supplier, and its dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

2. *Services Warranty.* Supplier warrants that the Services will be performed in a good and workmanlike manner. Participating Entity's sole and exclusive remedy with respect to this warranty will be at the sole option of Supplier to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Participating Entity related to the portion of the Services not in substantial compliance; provided in each case Participating Entity notifies Supplier in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Supplier or any of its affiliates or its or their personnel. Participating Entity shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost or damaged or corrupted during the performance of Services.

3. *Third-Party Services.* Certain services, such as extended warranty service by manufacturers, are sold by Supplier as a distributor or sales agent ("Third Party Services"). In the case of Third-Party Services, the third party will be the party responsible for providing the services to the Participating Entity and the Participating Entity will look solely to the third party for any loss,

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claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third-Party Services which may be collected by Supplier will be collected solely in the capacity as an independent sales agent.
4. *Cloud Services*. It is acknowledged that Participating Entities are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Clod Service Provider's standard terms and conditions, or such other terms as agreed upon by Participating Entities and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Participating Entities and shall look solely to the Cloud Service Provider for any loss, claims, or damages arising from or related to the provision of such Cloud Services.

C. DEALERS, AND DISTRIBUTORS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, or distributors relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities in accordance with Supplier's Return Policy, which is available at: https://webobjects2.cdw.com/is/content/CDW/cdw/on-domain-ca/help-centre/cdw-global-returns-policy.pdf. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and

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Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional commercial terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

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- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities as indicated in Question #70 of its Proposal. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in Question #70 of the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

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Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. Sourcewell may not conduct such an audit more than one time per twelve month period during the term, and will provide thirty day advance written notice of the audit to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

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circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS; LIMITATION OF LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees which results in (i) injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier shall pass through to the Participating Entity all end user indemnity protections provided by the Equipment and/or Product manufacturer.

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES, AND NOTHWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SUPPLIER, ITS AFFILIATES OR ITS SUPPLIERS, SUBCONTRACTORS OR AGENDT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS REVENUES OR SAVINGS AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER'S AGGREGATE LIALITY HEREUNDER WILL NOT EXCEED THE TOTAL DOLLAR AMOUNT PAID BY SUPPLIER TO SOURCEWELL IN ADMINISTRATIVE FEES UNDER THIS CONTRACT DURING THE PRECEDING TWENTY-FOUR (24) MONTH PERIOD.

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12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

5. *License to Software*. All rights in software resold pursuant to this Contract will remain with the applicable licensor. Participating Entity's rights to use such

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software are contained in the applicable license agreement between the Participating Entity and the licensor.

6. *License to Work Product*. Participating Entity's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Participating Entity's internal use. Participating Entity obtains no ownership or other property rights thereto. Participating Entity agrees that Supplier may incorporate intellectual property created by third parties into the Work Product and that Participating Entity's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

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16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

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A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on, or included in, another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

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procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

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Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring

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solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	CDW Government LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Dario Bertocchi 7E5503A3787848D...
By: _____	By: _____
Jeremy Schwartz	Dario Bertocchi
Title: Chief Procurement Officer	Title: Vice President Contract Operations
Date: 3/13/2024 | 9:46 PM CDT	Date: 3/13/2024 | 2:12 PM PDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name:	CDW Government LLC
Address:	230 N. Milwaukee Ave Vernon Hills, IL 60061
Contact:	Debb Atnip
Email:	debb.atnip@cdw.com
Phone:	214-729-9078
HST#:	36-4230110

Submission Details

Created On:	Tuesday October 31, 2023 11:16:38
Submitted On:	Monday December 18, 2023 12:20:13
Submitted By:	Debb Atnip
Email:	debb.atnip@cdw.com
Transaction #:	ca649e7b-2159-475b-8908-c8f54b878ee1
Submitter's IP Address:	136.226.85.102

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CDW Government LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CDW Government LLC (CDW•G) is a leading multi-brand provider of technology solutions to public sector customers. CDW Canada is a leading provider of technology solutions for business, government, education, and healthcare in Canada. Both CDW•G and CDW Canada are wholly owned subsidiaries of CDW LLC (CDW).	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CDW Government	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity Identifier: PHZDZ8SJ5CM1	*
5	Proposer Physical Address:	230 N. Milwaukee Avenue, Vernon Hills, IL 60061	*
6	Proposer website address (or addresses):	www.cdwg.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dario Bertocchi Vice President, Contract Operations 230 N. Milwaukee Ave Vernon Hills, IL 60061 Dario.Bertocchi@cdw.com 203.851.7049	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Debb Atnip Manager, Education Capture and Growth 11555 Westlawn Ln Frisco, TX 75033 Debb.Atnip@cdw.com 214.729.9078	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Freda Hill Senior Manager, Proposals 230 N. Milwaukee Ave Vernon Hills, IL 60061 Fredira@cdw.com 312.705.5582	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	CDW LLC (CDW) was founded in 1984 and is currently ranked 166 on the Fortune 500 with multi-national capabilities. CDW is a leading multi-brand complete technology solution and services provider to business, government, education, and healthcare organizations in the United States, Canada, and the United Kingdom, with approximately 15,000 coworkers, more than 250,000 active customer accounts, and $24 billion in net sales in 2022. CDW is ranked No. 4 on CRN's 2023 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue. A technology-neutral company with more than three decades of experience building extensive relationships throughout the industry, CDW offers a product portfolio with more than 100s of thousands of technology offerings covering all original equipment manufacturers, software publishers, cloud & service providers (OEMs). CDW provides products and solutions through its sales and service delivery teams, with	

almost 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists, and advanced service delivery engineers.

In 1998, CDW recognized the need to build specialized sales and technical teams to support the unique needs of the federal, state and local government, education, and healthcare markets. CDW created a wholly owned subsidiary, CDW Government LLC (CDW•G) which today has more than 1,500 inside and field account managers supporting public customers across the nation. Broken out by customer end-markets, our account teams cover state and local government, K-12, higher education, or healthcare to ensure they understand customer priorities, specialized solutions, and desired outcomes. In 2003, CDW expanded its footprint to offer the same capabilities for business, government, education, and healthcare customers throughout Canada. In 2023, CDW Canada was recognized as the #1 Canadian Solution Provider of the Year on Channel Daily News' Top 100 Solution Providers list for the 9th year in a row.

CDW•G and CDW Canada have experienced a highly successful partnership with Sourcewell through its current Technology Solutions contract. Our growth under the incumbent Sourcewell contract was consistently outpaced by real sales, outpaced our forecasts, fueled by increased Sourcewell Member adoption and increased sales engagement.

CDW's combined strength through its e-procurement integration systems, world-renowned logistics practices, and consistent ease of purchase experience allow us to reduce procurement complexity, helping customers get what they need when they need it, with the least number of steps possible.

Core Values: CDW's code of business conduct and ethics, the CDW Way Code, sets forth the standards of behavior necessary to ensure we live up to our values. These are the values we use to guide our behavior toward each other, our customers, our partners, and our communities. The CDW Way Code directs that:

We run our business with passion and integrity.
We empower others to do their jobs.
We keep our commitments.
We treat others with respect.
We resolve conflict directly.
We listen.
We include stakeholders in the decision process.
We live our "philosophies of success" every day.
We make things happen.

Business Philosophy: CDW's strong customer focus is reflected in our core philosophy, the CDW Circle of Service, which means that everything we do – including sales, product and partner management, operations, marketing, technology services, coworker services, information technology, and finance and legal – revolves around the customer. Our Philosophies of Success include:

It's only good if it's win/win.
Good luck many times comes disguised as hard work.
People do business with people they like.
Perfection is unattainable. If you strive for perfection, you'll achieve excellence.
Pay attention to your weaknesses. If you dwell on your successes, you will suffocate on your weaknesses.
Success means never being satisfied.

Our objective is to have companies view us as a valued extension of their IT staffs. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our market research teams work with a third-party research firm to measure and track customer loyalty and satisfaction through periodic customer surveys. Survey feedback is used by senior leadership to create action and development plans for continuous improvement.

Commitment to Diversity: CDW takes a comprehensive approach to diversity, equity, and inclusion (DEI). We are deliberate and focused on creating a culture where our dedication to our values of trust, connection and commitment are evident and where belonging is an everyday experience for all our coworkers, customers, business partners and communities. CDW is committed to embracing and fostering diverse thinking, inclusive behaviors, and equal opportunity across our global operations.

For our coworkers, we strive to attract diverse talent, create opportunities for advancement and professional growth, and provide a sense of inclusion and belonging where everyone can be their authentic self. Our Business Resource Groups bring coworkers together around topics that matter and empower them to make an impact on our culture. Through workshops, informal discussions, and other forums, CDW leaders learn best practices for cultivating DEI. Townhalls and similar events bring coworkers together for conversations about DEI and belonging. And our organization-wide education and awareness platform cultivates awareness to help

coworkers understand their role in our culture.

In our supply chain, we are committed to maintaining an industry-leading business diversity program – our spend with small and diverse businesses totaled $3.5 billion in 2022 and more than $24 billion since the program's inception in 2007. We have achieved membership in the Billion Dollar Roundtable, an exclusive group of U.S.-based companies that have procured more than $1 billion annually from minority- and women-owned business on a first-tier basis.

In our communities, we have focused our social impact commitments around digital equity to help close the digital divide. Our social impact approach empowers coworkers, partners, and stakeholders to create sustainable and equitable change in the world.

Environmental Responsibility: CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

Given CDW's role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions. We also regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored.

CDW is committed to supporting the circular economy and responsible consumption through materials efficiency and a reduction in waste to landfill. While we have a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: reducing distribution center waste from packaging and other materials and managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

Use of digital documentation when possible and recycling shredded paper documents when used

Recycling and composting of cafeteria waste

Elimination of plastic bottles from vending machines in our offices and warehouses

Elimination of single-use plastic cups

Company-wide internal toner cartridge recycling program

Recycling centers on each floor of our office locations

Recycling chutes for certain materials at our distribution centers

Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

Global Social Impact: CDW makes technology work so people can do great things. When it comes to the impact we have on our communities, we know greatness happens when everyone has equitable opportunities. We work to build coworker pride through community involvement, reducing barriers to participate and offering equitable social impact benefits. This includes:

8 hours paid time off per year to volunteer in the community. Coworkers have used this time to support more than 1,400 diverse nonprofit organizations worldwide.

Matching gifts programs up to $2,000 per coworker per year. CDW has contributed more than $1 million in matching contributions through our donor-advised fund. Coworkers are encouraged to give to the nonprofit or charity of their choosing to participate in the Matching Gift Program.

CDW's Legacy Excellence Program is a coworker-led program created in partnership with the Thurgood Marshall College Fund. CDW's Legacy Excellence Program supports Historically Black Colleges and Universities (HBCUs) and HBCU student scholars through investing in technology and providing leadership fellowships, scholarships, experiences, education, and career opportunities.

Business Resource Groups provide professional development, informal mentoring, and networking opportunities to more than 3,700 coworker members in the U.S. and Canada and a forum for coworkers to build awareness, celebrate their affinity area, collaborate, and provide business perspective on diversity and inclusion initiatives at CDW. Our eight North American Business Resource Groups, each with a unique focus, are open to all U.S. and Canadian coworkers and are briefly described below:

Alliance for Business Leading Equality (ABLE) advocates and educates for an accessible environment for all.

Black Excellence Unlimited (BeU) provides resources and development

opportunities to help achieve excellence with a positive impact on our coworkers, customers, and communities.

Business Resource Alliance Valuing Equality (BRAVE) members work to assemble the building blocks for LGBTQ+ inclusion, connection, and potential for impact within CDW.

Business Resource Inclusion and Diversity Group for Everyone (BRIDGE) seeks to foster connections and mentorships across CDW for coworkers from all roles and walks of life.

Hispanic Organization for Leadership & Achievement (HOLA) helps foster professional development and community involvement in support of the professional growth and multiracial nature of Latin Americans.

Military & Allies Resource Council (MARC) seeks to develop and support coworkers who are serving or have served our country and those who support them to strengthen connections through community.

Pan Asian Council (PAC) members work to build a diverse community that enables personal and professional development opportunities for Pan Asian coworkers.

Women's Opportunity Network (WON) aims to promote an environment where women succeed at all levels personally and professionally.

Unite BRG - UNITE is a CDW Canada Business Resource Group (BRG) designed to foster meaningful human connections, with a priority on professional development, community engagement and diversity, equity & inclusion.

11	What are your company's expectations in the event of an award?	CDW•G's Sourcewell Technology Solutions contract has a history of success and growth, and we expect nothing less with the award of Sourcewell's next generation contract for Technology Products and Services with Related Solutions. We expect to see continued growth and adoption of this Sourcewell contract as technology solutions and services become more important than ever to help public entities achieve their missions. We forecast the contract revenue to grow at a faster pace than our 5-year compounded annual growth under the incumbent contract. Working together with our strategic partners, across business units and practice areas within CDW, and in collaboration with Sourcewell, we envision unparalleled success through the delivery of technology solutions and services to meet and exceed the needs of Sourcewell Members today, tomorrow, and well into the future through growth, collaboration, and partnership. Growth Actively engage with CDW•G's Contract Growth and Success team to help increase understanding and use by Sourcewell Members and CDW•G sales teams through the implementation of customizable flyers, topical webinars, and recurring training. Sourcewell Member adoption via customer-specific, stretch agreements is a key part of our growth strategy. Align with CDW•G business development managers from across state and local government, K-12, and Higher Education, in areas of historically low engagement or adoption, to drive improved outcomes for these Sourcewell Members. Drive continued collaboration between Canoe Procurement Group of Canada and CDW Canada to identify and engage new customers, while expanding contract use with current customers. Identify opportunities to highlight the Sourcewell contract as a viable alternative to Sourcewell Members generating their own solicitations for complex solutions Collaboration Working together, Sourcewell Members and CDW•G will continue to increase revenue and adoption of the contract amongst Sourcewell Members. In addition, we will partner with Sourcewell to determine strong Sourcewell Member adopters, outside of CDW•G's existing customer set for an introduction. Creation of co-branded marketing and Sourcewell Member engagement through collaborative presentations, online articles, and podcasts for the U.S. and Canada. Partnership As one of the longest-tenured Sourcewell vendors and one of the largest in terms of revenue volume, CDW•G provides access to extensive resources. We actively participate in support of Sourcewell with regular leadership and operational meetings, attendance and engagement at H2O, Sourcewell's annual vendor conference, and participation on the Vendor Advisory Board. Mandi Maricque, Senior Program Manager within CDW•G's Program Management team, continues as Sourcewell's primary point of contact. Her knowledge and understanding of Sourcewell combined with her expertise and background in contracts administration, contributes to a win-win for Sourcewell and CDW•G. Working with Sourcewell, Mandi executes Sourcewell Member initiatives such as collecting data for BuySourcewell, co-developing messages and training materials, and leveraging Sourcewell resources and programs to further educate and support Sourcewell Members. Anup Sreedharan, Senior Manager, Program Sales, will continue his engagement as a member of Sourcewell's Vendor Advisory Board as well as primary liaison with CDW•G senior leadership.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sourcewell can be confident that CDW•G – a subsidiary of CDW LLC, a publicly-owned Fortune 500 company which trades under the ticker symbol "CDW" on the NASDAQ Stock Exchange – has the financial strength and stability to support Sourcewell Members today and throughout the life of this contract. CDW posted record net sales of $24 billion in 2022, a 14 percent increase from then-record 2021 sales of $21 billion, with excellent profitability. Each profit category – gross profit, Non-GAAP net income, and Non-GAAP net income per share, increased 20 percent or more. As seen below, net sales for CDW have increased steadily over the past six years. 2022: $24.0 billion 2021: $21.0 billion 2020: $18.5 billion 2019: $18.0 billion 2018: $16.2 billion 2017: $14.8 billion Overall, CDW has realized a 10 percent Net Sales Compound Annual Growth Rate (CAGR) over the past five years, and a 13 percent Non-GAAP operating income (NGOI) Compound Annual Growth rate over the same period. We believe the primary factor ensuring our financial stability and separating us from our competitors is our balanced approach to business. We do not rely solely on any one segment, customer, partner, technology, or solution. In our U.S. business, which represents approximately 90 percent of our revenues, we currently have five dedicated business units – corporate, small business, government, education, and healthcare – each of which generated $1.9 billion or greater in Net Sales in 2022. Net Sales to customers in the U.K. and Canada combined generated $2.9 billion in 2022. In addition, 2022 saw Net Sales of more than $1.5 billion from each of our five largest vendor partners. Our sales span multiple categories including Notebooks/Mobile Devices (26 percent), Miscellaneous Hardware (19.9 percent), Software (15.5 percent), Network and Communications Products (11.5 percent), Services (7.8 percent), Audio/Video (7.5 percent), Enterprise and Data Storage (5.8 percent), and Desktops (5.4 percent). In November 2022, our Board of Directors approved an 18 percent increase in our annual dividend – the ninth consecutive annual increase since our June 2013 Initial Public Offering (IPO). And in February 2023, our Board authorized $750 million for share repurchases. Since our IPO our dividend has increased ten-fold and we have returned more than $5.5 billion to stockholders through share repurchases and dividends. We have uploaded copies of our last four (2019-2022) annual 10-K reports to provide a thorough accounting of our financial health. CDW files a 10-K as required by law, which, along with our complete financial portfolio, is posted on our website.	*
13	What is your US market share for the solutions that you are proposing?	CDW had total net sales in 2022 of approximately $24 billion, which represents a 5 percent share of its approximately $460 billion addressable overall market in the U.S., U.K., and Canada. We do not explicitly detail U.S. market share; however, it is similar to the share of the overall market. CDW's net sales in the U.S. in 2022 were $20.8 billion.	*
14	What is your Canadian market share for the solutions that you are proposing?	CDW Canada's net sales in 2022 was $1.4 billion, which represents a 2 percent share of its approximately $77 billion addressable market in Canada. CDW had total net sales in 2022 of approximately $24 billion, which represents a 5 percent share of its approximately $460 billion addressable market in the U.S., U.K., and Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, neither CDW nor CDW•G has never filed a petition for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CDW•G answers a).If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? CDW•G and CDW Canada – both wholly owned subsidiaries of CDW LLC – are leading multi-brand provider of information technology solutions to business, government, education, and healthcare customers. Our broad array of products and services range from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure and digital experience. CDW•G and CDW Canada are authorized resellers for more than 1,000 original equipment manufacturers, publishers, and service providers. A full listing of our brands can be found at https://www.cdwg.com/content/cdwg/en/brand.html. While we are best described as a reseller, we are also a service provider with extensive offerings detailed in this response.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.	*

18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW’s ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW’s Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Over more three decades in business, CDW has been consistently recognized for our excellence within the industry as well as creating a positive and successful workplace culture. Below is a selection of recognition received by CDW since 2019: 2023 (as of November): Named to inaugural World’s Best Companies list – TIME Recognized as part of World’s Best Employers list – Forbes Recognized as a 2024 Best Places to Work in IT – Foundry's Computerworld Named among 2023 Best Places to Work, Best Large Places to Work, Chicago – Built In Recognized as one of America’s most JUST Companies – JUST Capital Recognized among America’s Top Corporations for Women’s Business Enterprises – Women’s Business Enterprise National Council (WBENC)

Named among Best Employers for Diversity and Best Employers for New Graduates – Forbes
Ranked #4 on CRN's 2023 Solution Provider 500 list for 2023 – CRN, a brand of The Channel Company
Ranked #10 ranking out of 501 premier managed service providers (MSPs) for 2023 – Channel Futures
Earned a top score of 100 for 2023 – Disability Equality Index (DEI)
Ranked #37 in the Global Top 100 IT Vendors list for 2022 – Gartner
CDW and CEO Chris Leahy awarded the CEO Excellence in Gender Equity and Diversity Award – Women Business Collaborative
Honored with Corporate Champion Award – 1871
Recognized as part of World's Best Employers list – Forbes
CDW Canada named Top Solution Provider of the Year – Channel Daily News
CDW received Channel Innovation Award – Channel Daily News

2022
Named in list of the Best Places to Work in 2022 for large U.S. companies – Glassdoor Employees' Choice Awards
Named one of the Best Places to Work for Disability Inclusion – 2022 Disability Equality Index®
Ranked on 2022 MSP 501– Channel Futures
Selected for 2022 list of World's Best Employers – Forbes
Named to World's Top Female-Friendly Companies list – Forbes
Highlighted as part of annual Best Companies for Women list – Fairygodboss
Named to the 2022 Best for Vets: Employers list – Military Times
Named to 2022 Best of the Best Top Veteran-Friendly Companies list – U.S. Veterans Magazine
Ranked #11 of 100 companies for ESG reputation as part of the 2022 RepTrak 100 ESG rankings – Nasdaq
Ranked 9th among large organizations on the Best Places to Work in IT list – Foundry's Computerworld
Received Global Customer Value Leadership Award – Frost & Sullivan *
CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2021
Named in list of the Best Places to Work in 2021 for large U.S. companies – Glassdoor Employees' Choice Awards
Named to list of America's Best Employers for 2021 – Forbes
Named as a 2022 Best Places to Work in IT – IDG's Insider Pro and Computerworld
CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2020
Named as a 2021 Best Places to Work in IT – IDG's Insider Pro and Computerworld
Named a Culture Champion – MIT Sloan Management Review and Glassdoor Culture 500.
CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.

2019
CDW achieved membership in the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies that have procured more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.
Named to Future 50 – Fortune
Named as a 2020 Best Places to Work in IT – IDG's Insider Pro and Computerworld
Earned a perfect score of 100 on the Corporate Equality Index – Human Rights Campaign Foundation
Named a Best for Vets Employer – Military Times
Recognized as one of the Best Companies for Women in 2019 – Fairygodboss
Ranked No. 5 on the 2019 edition of the Solution Provider 500 – CRN
CDW Canada named the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year – Canada's Channel Daily News
Received an Employees' Choice Award – Glassdoor
Named one of America's Most JUST Companies for 2020 – Forbes and JUST Capital
Recognized in Military Friendly Employers list – VIQTORY
Recognized as one of the Top 60 Veteran and Military-Friendly Employers in 2020– Recruitics
Named in list of the Best Places to Work in 2020 for large U.S.

		companies – Glassdoor Employees' Choice Awards CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.	
20	What percentage of your sales are to the governmental sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the government sector over the past three years. 2022 CDW: 10.8% CDW•G: 37% CDW Canada: 10.6% 2021 CDW: 10.4% CDW•G: 26% CDW Canada: 9% 2020 CDW: 16.1% CDW•G: 30% CDW Canada: 9.4%	*
21	What percentage of your sales are to the education sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the education sector over the past three years. 2022 CDW: 15.2% CDW•G: 42% CDW Canada: 5.2% 2021 CDW: 19.7% CDW•G: 50% CDW Canada: 6% 2020 CDW: 18.7% CDW•G: 42% CDW Canada: 6.6%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G and CDW Canada actively participate in state, provincial, and cooperative purchasing organizations across Public Sector. Neither CDW•G nor CDW Canada, as a practice, share individual cooperative contracts sales information. A representative listing of organizations and contracts is below. CDW•G: Alabama Joint Purchasing (ALJP) BuyQ National Charter School Contract California Department of General Services (DGS) Laptops/Desktops California IT in Education Association (CITE) Google Workspace CalSAVE Central Indiana Education Services Center (CIESC) County of Riverside – Microsoft E&I Cooperative Services Educational Service Commission of NJ (ESCNJ) Fairfax County Hardware and Software Florida Technology Refresh Program – Seminole State College Illinois Public Higher Education (IPHEC) Internet 2 Consortium Iowa Board of Regents Massachusetts Statewide Contracts – ITS75, ITC73, ITT72, ITS78 Michigan Computing Program (MMCP) Mid-South Independent School Business Officers (MISBO) Midwestern Higher Education Compact (MHEC) Midwestern Higher Education Compact (MHEC) Massachusetts NASPO ValuePoint Audio Video Equipment and Supplies Cloud Solutions Software Value Added Reseller (SVAR) New York City Department of Education (NYC DOE) New York Office of General Services (NY OGS) Omnia Partners Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) Regional Education Media Centers (REMC) Association of Michigan School Project for Utility Rate Reduction (SPURR) Texas Department of Information Resources (DIR) The Association of Educational Purchasing Agencies (AEPA) The Interlocal Purchasing System (TIPS) The Quilt US Educational Technology Purchasing Alliance (USETPA) Wisconsin Counties Association (WCA) CDW Canada: Ontario Education Collaborative Marketplace (OECM) End-User Computing Devices and Services Software License Products and Related Services Networking Products and Related Services Vulnerability Assessment and Penetration Testing Services HealthPRO Contract for the Supply of Clinical Procedure Carts Healthcare Materials Management Services (HMMS) End User Computing Devices and Related Technologies Kinetic GPO RFSO Contract Information Technology Solutions Focused Education Resources End User Computing Devices (EUCD) Agreement IT Professional Services Agreement Ontario Ministry of Public and Business Service Delivery IT Security Products & Services University of Toronto Supply of Apple Products Agreement BCNET IT Professional Services Roster for Cybersecurity Core & Edge Switches - Juniper IT Professional Services Roster for Network Services IT Professional Services Roster for Infrastructure Services Government of British Columbia IT Services Vendor of Record Contracts held by OEM partners under which CDW Canada is enabled: Centre d'Aquisitions Gouvernementales (CAG) Lenovo Infrastructure Agreement Cybera Networking Agreement	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds GSA Schedule 70, Contract 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools in the U.S. Annual sales volume for the past three full years are as follows: 2022: $16,157,839.15 2021: $19,423,532.00 2020: $16,483,017.34	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hamilton County Schools	David McNish, E-Rate/Tech Purchasing Admin	423.498.6593	*
Ohio State University	Jen March-Wackers, Executive Director, IUC Purchasing Group	614.688.2289	*
San Diego Sheriff's Department	Ashish Kakkad, Chief Technology Officer	858.692.9089	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Government	Government	New York - NY	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$250MN- $500MN	*
Education	Education	New York - NY	Chromebooks and Accessories; Device Refresh; AV Solutions and Installation; Print; Server/Storage; Professional Development; Classroom Furniture; Charging Carts; and Software Solutions	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$100MN to $250MN	*
Government	Government	Pennsylvania - PA	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$193,086,528	*
Education	Education	Illinois - IL	Building Automation Solutions; Software Solutions; AV Solutions and Installation; Server/Storage; Print; Endpoint Security; Chromebooks and Accessories; Device Refresh; Windows Devices; Charging Carts; and Professional Development	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$146,619,213	*
Government	Government	South Carolina - SC	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$142,166,726	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	CDW•G provides a sales force that is segmented to specifically support the unique needs and challenges of Sourcewell Members in business segments including nonprofit, federal government, state and local government, K-12 education, and higher education. A breakdown of our U.S. sales force is as follows: Nonprofit: We are a technology solutions partner to more than 5,000 nonprofit organizations. 50+ dedicated nonprofit strategists and advisors 20+ nonprofit technology specialists Federal Government: We are the largest reseller serving federal agencies. We are a technology partner to defense, intelligence, and civilian agencies with more than two decades of experience. CDWG is also a trusted integrator of National Security Agency (NSA) Commercial Solutions for Classified (CSfC) program. 299 federal-focused account professionals State and Local Government: We are a technology solutions and services provider to state and local governments, public libraries, and first responders. 202 dedicated account professionals K-12: We are a partner and advisor to more than 15,000 schools including public, private, charter, and parochial. 400 dedicated K-12 account professionals 12 strategists and learning environment advisors made up of former educators, administrators, chief technology officers, and instructional technologists 3 education ambassadors covering state departments of education, K-12, and higher education 8 professional development experts 10 Esports specialists Higher Education: We serve more than 2,800 institutes of higher education including large public university systems, small private schools, technical and trade schools, and community colleges. 198 dedicated account specialists Headquartered in Vernon Hills, Illinois, CDW has 53 offices throughout the U.S. and Canada where CDW•G and CDW Canada sales force support Sourcewell Members. Beyond our executive office and Eastern distribution center in Vernon Hills, Illinois, and our Western distribution center in North Las Vegas, Nevada, our U.S. offices are located in: Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg, with 900+ Sales and Service Professionals. Market coverage is segmented by solutions including, cloud platforms, networking and digital workspace, modern data center, partner management, and managed services. CDW Canada currently works with more than 4,500 actively-buying public sector customers. Presently, there are more than 50 account managers and more than 20 field account executives comprised of advanced technology account executives and enterprise account executives catering to the public sector. *

27	Dealer network or other distribution methods.	As a leading multi-brand provider of technology solutions and services, CDW•G partners with more than 1,000 original equipment manufacturers (OEMs) and publishers to help ensure customers receive the right technology solution at the right time for the right outcome. Our two distribution centers – Central Distribution Center in Illinois and Western Distribution Center in Nevada – have a combined space of nearly one million square feet with a combined workforce of 570 coworkers. Working 24 hours a day, five days a week, our distribution centers operate more than 5 miles of conveyors feeding a tip-tray sortation system. Our logistics capabilities result in exceptional delivery outcomes for our customers: 94 percent of orders placed by sales shipping within 24 hours; 98 percent bin accuracy rate with product/quantity correct; and 99.3 percent shipment accuracy rate – all contributing to more than 24 complete inventory turns annually. We receive, on average, more than 100,000 units daily via more than 40 tractor trailers with an average value of $20M and proudly boast of our receipt-to-stock time of less than 2 hours. Outbound numbers are equally notable with almost 100,000 units loaded onto more than 30 outbound trailers daily. Nearly all the 3,500 inbound customer returns are processed at Central Distribution Center, with 95 percent of those processed in 24 hours. CDW also maintains facilities in Canada with more than 900 coworkers and can deliver anywhere in the country. We attribute this to our strategic relationships with the industry's top distributors, with locations in Toronto, Mississauga, Calgary, and Vancouver. CDW Canada enjoys proprietary logistics programs with these distributors — which are made available only to CDW Canada customers. CDW Canada has access to more than $500 million in inventory through our distribution partner.
28	Service force.	CDW•G offers full-stack engineering services teams to help accelerate innovation, enhance customer experience, and optimize collaboration while also delivering agility and cost efficiencies. More than 3,000 coworkers worldwide are focused on our integrated technology solutions, including: 1,000 solution architects 2,000 expert engineers 300 software engineers Our service professionals are deployed into all segments. Our focus on technology is demonstrated by more than 15,000 technology and process certifications attained by our coworkers. Sourcewell Members can access support for our services at our 53 offices throughout the U.S. and Canada. Our U.S. offices include Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg. Along with our local branches, we have a network of more than 1,200 services professionals and a fast-growing network of trusted service and solutions partners — all trained to follow the same consistent approach, processes, methodologies, and professional manner of CDW-badged engineers — to ensure Sourcewell Members receive the full attention and resources they deserve. With an eye to future demands and increasing complexities of technology, we have expanded our available services through strategic acquisitions that have magnified our presence as a leading solutions provider. Over the past five years, the following acquisitions have further enabled us to solve increasingly interconnected and complex technology challenges: On February 1, 2019, CDW Canada completed the acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada. This strategic acquisition expanded our CDW Canada solutions and services portfolio, extended our in-market presence across Canada, and enhanced the value that we deliver to our customers. In October of 2019, CDW acquired Aptris, Inc. (Aptris), a distinguished IT

service management solutions provider and ServiceNow Elite Partner. ServiceNow is a leader in IT service management and digital workflow platform space and is increasingly being used by our customers to drive digital transformation across their organizations. Aptris' talent and expertise further expanded CDW's services capabilities in this fast-growing segment of the IT market and enhanced the value that we can deliver to our customers.

In July of 2020, CDW acquired IGNW, a leading provider of cloud-native services, software development and data orchestration capabilities. The acquisition expanded CDW's cloud-native professional services and deepened its technical skillset.

In December 2020, CDW acquired assets of Aeritae, a ServiceNow Elite Partner and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation. The acquisition further strengthened CDW's services capabilities and deepened its consulting expertise.

In March of 2021, CDW acquired Amplified IT, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K12 and Higher Education markets. The acquisition enhanced CDW's services and solutions capabilities in education.

In August of 2021, CDW acquired Focal Point Data Risk, a leading provider of cybersecurity services with customers across a diverse set of industries. The acquisition accelerated CDW's platform for world-leading identity and access management, cybersecurity consulting, and talent development business.

In December of 2021, CDW acquired Sirius Computer Solutions, Inc. (Sirius), a leading provider of secure, mission-critical technology-based solutions. Sirius' services and solutions capabilities in key growth areas, including hybrid infrastructure, security, digital and data innovation, and cloud and managed services enhance the breadth and depth of CDW's services and solutions offerings.

As of February 21, 2023, CDW acquired Locus Recruiting LLC (Locus), an experienced consulting team specializing in information security, cloud computing, networking, and infrastructure. The acquisition has accelerated CDW's services capabilities and deepened its consulting expertise.

As of June 6, 2023, CDW acquired Enquizit, an experienced provider of AWS cloud services that solve customer challenges and deliver meaningful outcomes through innovative technical solutions. The acquisition has provided additional capabilities to the CDW Public Sector Cloud Services Practice and enables CDW to accelerate its public sector customers' cloud strategies.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell Members place their orders with CDW•G directly through Rubi, our online customer portal. We also accept orders via e-procurement , Purchase Order (email, fax, U.S. mail), leasing, financing, and credit cards. Authorized users use their Rubi account on www.cdw.com to purchase products quickly and easily. Rubi's cart and checkout features enable users to: Quickly add items to their cart for purchase Save time on re-orders Share shopping carts with colleagues Estimate shipping costs with the Shipping Calculator option before checking out Standard Checkout: Users select shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: Add more items to the cart Adjust quantities Save the cart for future purchase Save the cart as a bundle that can be re-purchased Email the cart to a colleague Create a standard quote Check out using the standard checkout feature Custom Catalogs: Sourcewell Members can view and purchase from CDW's entire online catalog of products on www.cdw.com, or a designated Administrator can create customized catalogs with specific product offerings from which users may purchase. The Administrator can assign rights to specific catalogs to specific groups of users, making it easy for users to select approved products. The Custom Catalogs feature lets the Administrator efficiently create catalogs using one or more established rules. These rules determine what products to include in a catalog based on a variety of criteria including part numbers, past purchases, company favorites, approved products, contracts, or search criteria. Order Status: The Order Status feature of the Rubi portal provides complete order status information with time saving links. This feature enables users to: View all recent orders (from the past month to as far back as three years) Search for a specific order by P.O. number, order number, purchaser, or purchase date View order and invoice details Filter orders according to any of the following criteria: Cancelled All Items Shipped Some Items Shipped Not Yet Shipped Backordered Item(s) Processing Orders View individual shipment details and tracking information Add mobile number to get delivery SMS text message notifications Print a copy of a packing list or original invoice Repurchase a past order Download a report to Microsoft Excel with all open orders Initiate a product return
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The foundation of CDW•G's customer service program is the account team, including dedicated account managers who are the first point of reference for any questions or issues a customer faces. Sourcewell Members have easy access to their account manager through email, phone, text, or online chat. As a backup to their account team, Sourcewell Members have access to CDW•G customer relations, technical support, and site support via online chat, email, and phone from Monday through Friday during the following hours: Orders, Quotes & Availability Online Chat: 8 a.m. to 7 p.m. CT Email (cdwsales@web.cdw.com): Reply within 24 hours Phone (800.800.4239): 7 a.m. to 7 p.m. CT Status, Returns & Billing Online Chat: 7 a.m. to 6 p.m. CT Email (CustomerRelations@web.cdw.com): Reply within 24 hours Phone (866.782.4239): 7 a.m. to 9 p.m. CT Sign In, Password & Settings Online Chat: 7 a.m. to 6 p.m. CT Email (e-account@web.cdw.com): Reply within 24 hours Phone (888.239.7270): 7 a.m. to 6 p.m. CT Technical Support

		Online Chat: 7 a.m. to 7 p.m. CT Email (support@cdw.com): Reply within 24 hours Phone (800.383.4239): 7 a.m. to 6 p.m. CT Managed Services Support Email (CDW-ECC@cdw.com): Reply within 24 hours Phone (866.239.7270): 7 a.m. to 6 p.m. CT Customer relations representatives complete a 6to 8-week training program upon hire, ensuring quality and consistency across the department. We source candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within this department, helping us retain talent and experience. Escalation Plan CDW•G's unyielding focus on customer satisfaction empowers all coworkers with a detailed communication plan, clear escalation path, and issue resolution guidelines and practices to address customer issues and concerns. Should an account manager be unable to resolve any issue, they can escalate promptly, first to their sales manager, then to their sales director, on their vice president, and above. At each step, additional resources are engaged, and data is collected as needed. Sourcewell Members can rest assured that each situation is carefully reviewed and identified promptly to ensure rapid and complete resolution. Following resolution of escalated issues, root cause analysis exercises help determine cause and, when necessary, identify preventative measures such as training or system edits that can be put into place promptly. Post-sales escalations, such as tracking lost packages, submitting claims to carriers, and closing the loop on any Return Merchandise Authorizations (RMAs) and dispatching replacements for damaged or defective products, etc., are resolved through CDW•G's customer relations representatives. Customer relations supervisors execute reviews on all customer relations representatives' activity at the end of the day to ensure customer issues are handled promptly and thoroughly. Customer relations Quality Analysts review 20 cases per customer relations representative per month to monitor quality metrics, identify and share best practices, and suggest updates to processes or training. Customer Service Metrics Excellence in customer service is a top priority for CDW. We have quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure we provide continuous, high-quality customer service. We adjust and evaluate process changes, as needed, when we see increased volume of a particular issue. Loyal customers are the backbone of our business. CDW understands that loyalty hinges upon the quality of the end-to-end experience with us. Since 2000, with our Customer Feedback Program, we issue a semi-annual survey which gathers experiential information on customer-facing departments including shipping, customer relations, and the customer's Sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, a specialist from CDW's Quality Assurance team will contact the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. We also issue weekly surveys to provide real-time feedback that assist new customers and those with fewer employees. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Recent results based on a percentage of Excellent/Very Good ratings show: • Overall Performance Account Manager: 85 percent • Customer Service Staff: 82 percent • Delivery Process: 81 percent *Scale: Excellent, Very Good, Good, Fair, Poor	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in the U.S. In addition, we have the capabilities to support those entities should they have international needs, such as colleges and universities with global campuses. We operate from four international hubs, and each year export to more than 150 countries.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in Canada. As with our U.S. offerings, we offer support to those that may have international locations and needs.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of the United States or Canada that CDW•G is unable to support.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CDW•G is proud to serve all participating entity sectors served through the current and proposed contract, including customers in the government, education, and not-for-profit sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Participating entities in Hawaii, Alaska, and in U.S. Territories have full access to CDW•G technology solutions and services with no specific contract requirements or restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	CDW•G understands and appreciates Sourcewell's vision to 'provide leading solutions that empower community success.' CDW•G has dedicated marketing teams that align with our public sector business units that develop and execute demand-generation marketing strategies and programs. The marketing team leverages marketing technologies to create virtual events, emails, and digital campaigns designed to build awareness, develop customer engagement, and generate demand for products and services by nurturing leads to conversation. With contract-specific targeted strategies, combined with industry-standard best practices, actions, and activities, CDW•G delivers a comprehensive contract marketing and support plan positioning us to serve Sourcewell Members across the U.S. and Canada. Actions already in place for our current Sourcewell Technology Catalog Contract will continue uninterrupted, for compounding benefit. Our contract marketing strategy includes advertising and cobranding efforts, event attendance and support, publications and social media, purposeful contract launch, and focused contract growth and success efforts, each of which are detailed below. Advertising and Cobranding. A holistic marketing strategy focuses on the solution capabilities of CDW•G's Sourcewell portfolio of products and services. We work with internal and external marketing teams to profile CDW•G and partner-delivered technology products, services, and solutions. Custom contract and portfolio flyers are created for all business units and include detailed contract benefits and CDW•G contact information. Event Attendance and Support. CDW•G sponsors, attends, and presents at national, statewide, and local events focused across the Public Sector – Federal Government, State and Local Government, K-12 and Higher Education, and Public Safety, with audience-specific messaging, training, and education opportunities. We proudly display our Sourcewell materials and engage with customers to help them see the value of our contract solutions. A representative sample of large events where we market Sourcewell includes: Future of Education Technology Conference (FETC); EDUCAUSE; National Association of Education Procurement (NAEP) – National and Regional, State-based Digital Government Summits; National Sheriff's Association (NSA); National Police Association (NPA); and the International Society for Technology in Education (ISTE) Publications and Social Media. CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State Government (StateTech), K-12 (EdTech Focus on K-12), and Higher Education (EdTech Focus on Higher Education). These publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security, and services. Working with our marketing teams, we will identify opportunities to profile Sourcewell Members' path to success with current challenges and solutions. Focused Contract Growth and Success Efforts. Dedicated resources from CDW•G Strategic Programs oversee outcome-based actions and activities to support continued growth and success for our Sourcewell portfolio. Actions and impact are tracked across sales and customer engagement. CDW•G Strategic Programs is actively engaged with developing and delivering customer-facing webinars on myriad topics, including by not limited to cyber and physical security, esports, professional services, wireless solutions, and more. The team also develops topical marketing campaigns across business units, analyzes customer spend (high, midrange, and low) to tailor customer outreach messages, and works with internal teams to ensure the CDW•G Sourcewell Member webpages are maximized.	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To help enhance marketing effectiveness, the Marketing team has developed digital programs that include digital events and campaigns that resonate with target audiences to drive higher engagement and optimize coordinated marketing and sales efforts. CDW•G uses Twitter, Facebook, and LinkedIn as additional avenues for marketing, education, updates, and general communication with Sourcewell Members. Active social media helps users stay informed with links, posts, and articles of interest in the way that they choose to receive information. CDW•G employees are educated on and encouraged to be active in social media; our Social Squad pushes customized content of interest to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets. The Marketing team actively track and reports digital engagement. We also provide Sourcewell Members with access to CDW's curated information repository with more than 2,000 entries and counting across topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Sourcewell Members may be directed to CDW's Research Hub (www.cdw.com/content/cdw/en/research-hub.html) stocked with meaningful and timely information delivered in the form of articles, interviews, step-by-step instructions, product information and comparison sheets, and presentations to help more clearly define a solution available through Sourcewell. Authored by our subject matter experts, articles help customers navigate and digest the overwhelming amount of data that comes at them every day as they work to define and understand technology solutions and services. Using tools like Kronologic – enabling AI-powered meeting scheduling – allows CDW•G to tailor messages to Sourcewell Members by customer set, topic, solution, and even time of the year. Messages include access to the dedicated account manager's calendar, which allows Sourcewell Members to schedule meetings at their convenience. Kronologic takes the guess work out of scheduling and even sends reminders and updates. A recent CDW Kronologic campaign enabled 800 meetings for 200 account managers in one week.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A key role for Sourcewell in promoting contracts arising from this RFP is maintaining an up-to-date website including detailed contract and contract information. This provides an easy way for Sourcewell Members to understand the contract offerings as well as connect with contract holders such as CDW•G. We also believe that participation in a variety of opportunities for connection – from conferences, such as H20 and Room to Grow, to webinars and podcasts – provides key chances for cobranding and introductions. Sourcewell also offers a state-of-the art recording and broadcasting studio, which can offer unique capabilities in promoting the contract to a wider audience. As a current partner, CDW•G is already experienced in promoting the Sourcewell contract. We intend to quickly integrate any updates or changes related to the new contract, utilizing tools like contract launch activities, with our CDW•G and CDW Canada operations.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	CDW provides its technology solutions through e-procurement in the form of Rubi, which represents the evolution of our customer portal, online account center, and the digital enablement of our customers. Rubi supports governmental and educational customers and serves as a trusted digital advisor to Sourcewell Members, helping them plan, procure, and manage assets across their technology lifecycle with greater confidence and less complexity. From one central portal, configurable for relevance, Sourcewell Members can simplify the ordering process, access industry knowledge, and collaborate with technology experts to take more informed action on investments. Key features and functions of Rubi include: Action Items: Receive reminders and notifications on new quotes, order approval requests, expiring payment methods, and more. Orders: View order status and keep tabs on what has shipped, is pending, awaits approval or is on backorder. Shipment Tracking: Drill down into process orders and access tracking numbers and ship status. Research Hub: Tap into industry insights to learn about the latest technology trends and solutions. Rubi Mobile App: Act on quotes and purchases, view and track orders, and approve orders from anywhere with this additional option. Through the Security Settings feature, Rubi provides Sourcewell Members an efficient method for granting users control of and access to specific website features and information. This feature enables Sourcewell Members to: Assign roles, restrictions, and permissions to individual users and groups of users. Grant users access to all products CDW•G offers or only to specific catalogs. Allow users to view only their quotes, orders, and purchase history. Grant users' rights to view multiple accounts. Assign responsibility for following established workflows as a purchaser or approver. Grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and	

		Security Settings. Using Rubi, Sourcewell Members have complete visibility into their technology history and the ability to access multiple features and complete tasks including: Contacting their CDW•G team Placing orders Searching order history Managing assets Administering order approval workflows Defining and governing technology standards Viewing contract pricing The Rubi homepage can be configured to a Sourcewell Member's needs, saving time and putting the most important decision-making information at their fingertips, including: Managing subscriptions Managing quotes Streamlining repeat purchases (bundles and favorites) Approving orders Rubi also provides key insights to Sourcewell Members to help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. These include: Estimated time of arrival/inventory/supply chain insights to support implementation Order tracking Order status Current CDW Research Hub information The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers will assist in enabling administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: Order status Quote activity Purchase history Financial reporting Purchase approval system After purchase, Rubi allows Sourcewell Members to manage their hardware, software, and subscriptions purchased from CDW·G in the Asset Hub section of their Rubi portal on cdwg.com. The Asset Hub experience includes: An asset overview page that shows a view of hardware and software assets purchased from CDW·G, including the total counts of products, asset age, and spend across asset type, category, and brand. A hardware overview page, where Sourcewell Members can view and filter across their hardware assets based on type, brand, asset age, and more. Additionally, Sourcewell Members can click on each line item to see more details. A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, prior orders, and can also re-purchase quickly by using the "Buy Again" button. A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also access and filter a list of software assets and click to view more details. A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally, from this page, Sourcewell Members can request a quote for a software renewal. A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Through our highest-level partnerships with leading OEMs, publishers, and service providers, CDW•G works to facilitate product, equipment, maintenance, and operator training programs that are customized to the needs of Sourcewell Members. These training programs are designed to deliver the exact skills customer teams needed to lead, support, and maximize the value of technology solutions in today's environment. As an example, and specific to CDW Education, our Learning Environment Advisors and Education Strategists help educators maximize the power of technology in the classroom with Blueprint to Design, a no charge consultation that provides a formal deliverable outlining the ideal learning environment combining technology and classroom infrastructure. In addition, we connect schools with leading-edge technology training available through our partners including the Palo Alto Cybersecurity Academy, available at no charge with complete curriculum and student exercises, and similar programs focused on professional development and academic enrichment. Any training program delivered is optional and based on the needs and/or requests by a Sourcewell Member, and costs are based on a variety of factors such as size and scope.	*
41	Describe any technological advances that your proposed products or services offer.	Aligned with leading technology solution providers from around the globe, CDW•G helps Sourcewell Members stay on track by co-developing emerging technology strategies. These strategies help give better insights into solution delivery, process optimization, and more. The CDW Emerging Tech practice helps Sourcewell Members enhance their technology experience, improve workplace safety, and reduce overhead costs. When technologies like the Internet of Things (IoT) are used with existing infrastructure, organizations can use Emerging Tech to help achieve business goals, drive innovation, and open doors to new solution strategies enabled with technology. Through Transformation Workshops, Sourcewell Members work with CDW•G subject matter experts to better understand data needs, determine return on investment, and evaluate foundational infrastructure to determine if any technical components should be retired, evolved, or added. Two public sector examples of CDW•G's commitment to maximizing advances in technology products and solutions are detailed below – Public Safety and Esports. Public Safety. Technology has come a long way from being merely a convenience to being a must-have for public safety. Today's offerings can raise operational efficiency, ease the constraints of distance, speed critical communication, and heighten safety for everyone. But transformation can be difficult. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, Sourcewell Members need a special kind of knowledge to make IT perform — without having to be an expert. CDW•G's Public Safety Technology Strategists help guide customers to the most impactful choices – addressing requirements, policies, and strategies, with outcome-based design and implementation. Our public safety capabilities include: Video. Cut travel time. Create force multipliers. Raise situational awareness and speed response. Do remotely what was once possible only in person with solutions that include in-vehicle video, capture, and management; body-worn cameras; interview room monitoring; fixed security; surveillance; analytics; collaboration and telepresence; and case management. Mobility. Accelerate collaboration and communication from anywhere with mobile data; laptops and tablets; data collection and scanners; mobile printing; GPS and automatic vehicle location; mobile access routers; Wi-Fi solutions; advanced authentication; VPN and mobile software; and cloud solutions. Data Center. Support growing data loads. Ensure enough bandwidth for increasingly complex communication. Keep it all secure with solutions that include servers and storage area networks; hyperconverged infrastructure; backup and recovery; virtualization; cybersecurity; unified communications; enterprise wireless; alert and mass notification systems; and power and cooling. Esports. With years of experience and deep partnerships with leading gaming manufacturers, CDW•G partners with Sourcewell Members to help develop a comprehensive Esports solution. Handling the data center, networking, Esports arena design, and game streaming, CDW•G can help with every step of the Sourcewell Member's Esports program. Regardless of if the institution is just getting started with Esports or if they are looking to take their game to the next level, we offer solutions for all Esports IT needs. CDW•G Esports Consultation Services. Our Learning Education Specialists, all with hands-on experience in educational settings, offer solution consultation sessions with Sourcewell Members across K-12 and Higher Education to help design and implement purposeful, outcome-driven Esports solutions – from competition-ready hardware, to Esports spaces, infrastructure, professional and managed services, and more. CDW•G's Esports in Education team is here to assist with all Esports needs. As a value add for working with CDW•G, the team can assist with: Presentations to build stakeholder support School-level consultation Clinics and curriculum design through our partnership with North America Scholastic Esports Federation (NASEF)	*

		NASEF Partnership. CDW•G's partnership with the North America Scholastic Esports Federation provides deep benefits to Sourcewell Members. NASEF's mission is to "provide opportunities for ALL students to use Esports as a platform to acquire critical communication, collaboration, and problem-solving skills needed to thrive in work and in life." In addition to the knowledgebase, they provide for Esports programs, their approach to the Esports ecosystem is clearly aligned with Sourcewell's vision and mission to provide leading solutions that empower community success. Cloud and SaaS Management: Inscape is a CDW built cloud and SaaS management platform that is designed to increase productivity, reduce costs, and improve your security posture regarding your Microsoft, AWS, and GCP investments. Inscape helps customers discover, manage, govern, report, optimize, and adopt these investments by consolidating many tools into one—the art of cloud management. These services include: Inscape Cloud Management: Gives you visibility into your cloud spend with CDW. You can monitor costs, spot trends, create and manage budgets with custom alerts based on your Microsoft 365, Azure, and AWS cloud spend and get cost saving recommendations. Inscape Anomaly: Get quick, cost anomaly alerting and prediction for your Azure, AWS, and GCP environment. Inscape Microsoft 365 Management: View reports and get insight and control over licensing, permissions, security risks, and threats. Inscape Team Captain: This service will help you with governance around your Microsoft Teams environment. Inscape Productivity Insights: Easy to pull reports of your team's productivity in Microsoft Teams and Outlook. Inscape Adoption: Self-help portal to aid you in the dual challenges of Adoption and Change Management. Inscape Training: Includes 2500+ Office 365 training videos, quizzes, gamification, and the ability to add assignments.	
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	CDW, and CDW•G by extension, is committed to being a good steward of the environment and of our earth's natural resources. Our environmental policy and Environmental Management System underpin the structure, practices, and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. In 2022, we made significant progress on our environmental priorities, including climate action, energy efficiency and waste reduction. Notable highlights included: Created our cross-functional, geographically diverse Climate Task Force to drive greater climate awareness. This group worked with outside experts to develop our long-term, enterprise-wide climate strategy and action plans. At our two U.S. distribution centers, we outperformed our waste diversion goal of more than 90 percent for the fourth year in a row and recycled thousands of tons of packaging material, cardboard, and paper. Enabled online searchable access for customers to an expanded portfolio of environmentally certified products (Energy Star, EPEAT and TCO Certified) and a broad range of cloud-based solutions that improve energy efficiency. Expanded our IT Asset Disposition (ITAD) program, which facilitates the recovery and recycling of devices that are no longer being used, to benefit the environment and protect the security of users' data. Maintained environmental management system and energy certifications in the U.S., Canada, and U.K. Attained ISO 14001:2004 Certification in Canada We have environmental programs at all CDW facilities. All CDW distribution centers (two in the U.S. and one in the U.K.) and two of our U.K. offices hold ISO 14001 certifications, the international standard for Environmental Management Systems. Additionally, our largest office locations globally, as well as our U.K. distribution center, have energy certifications – LEED in the U.S. and Canada, BOMA in Canada, and BREEAM/REGO in the U.K. These certifications provide frameworks for monitoring and enhancing our programs. Additionally, our remote deployment services promote efficiency and productivity while reducing our environmental impact. We track our energy usage and continue to seek ways to drive further efficiency. As part of our ISO 14001 environmental management certification, we identify, assess, and plan for implementation of additional energy efficiency improvements. We take sustainability factors and energy certifications into consideration when we evaluate new real estate options. Our energy efficiency measures include indoor and outdoor LED lighting, motion sensor lighting, and conveyor systems in our distribution centers that turn off in response to inactivity, and "smart" HVAC systems that adjust according to business hours and seasonal temperatures. We are also working with our third-party shipping and logistics partners to develop transportation management systems and delivery schedules that help them increase their own energy efficiency, which helps to reduce our transportation-related emissions. Currently, approximately 98 percent of our U.S. shipments are delivered by carriers enrolled in the U.S. EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation	*

efficiency, and more than 72 percent of our U.S. shipments are handled by carriers with climate goals. CDW UK has multiple transportation efficiency efforts in place, including using net zero couriers, bulk purchasing and delivery, and reducing air travel through in-country services.

Given the non-manufacturing nature of our operations, our facilities do not represent a significant carbon footprint. In fact, our Scope 3 (value chain) greenhouse gas emissions represent the vast majority of our total greenhouse gas emissions. We regularly report our Scope 1, 2, and 3 greenhouse gas emissions. The development of our SASB and TCFD disclosures have enhanced internal awareness of our climate impact, a fundamental step in the decarbonization journey. By completing our greenhouse gas inventory across our value chain, we are learning more about our best opportunities for further carbon reduction.

CDW is committed to supporting sustainability and responsible consumption through materials efficiency and a reduction in waste to landfills. With a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: 1) reducing distribution center waste from packaging and other materials, and 2) managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

- Use of digital documentation when possible and recycling shredded paper documents when used
- Recycling and composting of cafeteria waste
- Elimination of plastic bottles from vending machines in our offices and warehouses
- Elimination of single-use plastic cups
- Company-wide internal toner cartridge recycling program
- Recycling centers on each floor of our office locations
- Recycling chutes for certain materials at our distribution centers
- Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

CDW Canada became one of Cisco's first Canadian partners to receive the Cisco Environmental Sustainability Specialization. CDW Canada was recognized for its commitment to reduce material consumption and waste. To be eligible for this distinction, the CDW Canada team completed required Cisco-delivered courses, passed all corresponding requirements, and signed Cisco's sustainability pledge. With this recognition, Cisco and CDW work together to support each other's sustainability progress, meet government mandates, and provide additional customer opportunities through mutually sustainable business practices.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Given our role in the technology sector as a leading multi-brand solutions provider, CDW•G's greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our technology partners to promote their environmentally certified products and solving for our customers' outcomes around their Environmental, Social, and Governance (ESG) goals and priorities. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored. We have made it easier for our sales teams and customers to identify and select from a broad range of environmentally certified products (Energy Star, EPEAT, and TCO Certified) and cloud-based solutions that deliver added energy efficiency. CDW e-commerce sites enable customers to filter their online catalog search to identify and buy third party-certified products, and our sales teams are trained to assist clients with finding and selecting these products. CDW•G has our own internal policy for recycling universal waste. We do not take back old equipment from customers; however, we direct customers to industry-leading service providers for trade-in and ITAD programs. ITAD services include but are not limited to data wiping, asset removal, evaluation, recycling, onsite shredding, potential value back credit to maximize recovery, and depot services. CDW ITAD offers many benefits to Sourcewell Members, including: Logistics services for quick and efficient removal of equipment from client facilities Device pickup including palletizing equipment, shrink wrapping, and transport Document of Liability Transfer provided to indemnify client from any environmental liability Ensure removal of all client information and software from electronic media and assets U.S. Department of Defense (DoD)-compliant erasure services in full support of government standards EPA-approved disposal Zero-landfill policy Complete serialized reporting available via a website CDW•G also offers customers, through our Printer Supplies Program, complimentary enrollment in PrintReleaf, a third-party certification program that empowers organizations to sustain and grow global forest systems through: Ongoing measurement of paper consumption Custom paper footprint and forest impact insights Opportunities to automatically "releaf" forests through reforestation projects of the customer's choosing Since CDW joined the program in June 2018, CDW customers have collectively offset the equivalent of more than 1.2 billion standard pages of paper consumption by supporting the reforestation of more than 140,000 trees. Additionally, our IT teams in the U.K. have implemented a "Pin to Print" program across all offices and warehouses, enabling enhanced print queue management to reduce wasted print jobs. CDW is also working with partners on programs to help customers better manage their print needs and costs and stay within their corporate policies for sustainability.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	CDW•G understands and appreciates that Sourcewell and Sourcewell Members promote and support diversity and local business initiatives through this procurement process. As a large business, CDW actively works to create a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. Based on our experiences serving customers across the public sector in the U.S. and Canada, diversity initiatives vary widely and may not always be met by a single certification. CDW•G supports Sourcewell Members in meeting their unique diversity goals with access to our robust diverse supplier network, with partners holding varied certifications, including: Minority-Owned Business Enterprise (MBE) Women-Owned Business Enterprise (WBE) Lesbian, Gay, Bisexual, Transgender-Owned Business (LGBT) Minority-Owned Small Business (MOSB) Women-Owned Small Business (WOSB) Small Disadvantaged Business (SDB) 8(a) Small Business Veteran-Owned Business Enterprise (VBE) Veteran-Owned Small Business (VOSB) Service-Disabled Veteran Owned Small Business (SDVOSB) Historically Underutilized Business Zone (HUBZone) Business and Supplier Diversity Launched in 2007, CDW's Business Diversity program goals are to increase procurement	

opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, and other small, disadvantaged businesses. Since that time, CDW diverse spend has risen to $25 billion since the program's inception, which has been accomplished by building relationships with qualified small, diverse businesses to assist us and our customers in meeting diverse procurement goals.

Currently, CDW has more than 1,300 partnerships with minority, women-owned, veteran-owned, and other small, disadvantaged businesses including, but not limited to product manufacturers, distributors, and service providers that can be leveraged to help meet the needs of Sourcewell Members.

Highlights from our Business Diversity program over the past four full calendar years (2019-2022) include:

In 2022:
CDW's overall diversity spend peaked at $3.6 billion with small, diverse suppliers.
CDW was included in the 2022 America's Top Corporations for Women Owned Business Enterprises
CDW is a 2022 Best of the Decade honoree. These corporations are the best-of-the-best in supply-chain diversity, excelling in their staunch commitment to minority business development and inclusion. This prestigious list celebrates outstanding supplier diversity programs that consistently drive progress and incomparable innovation in the supply chain.

In 2021:
CDW's overall diversity spend exceeded $3.4 billion with small, diverse suppliers.
CDW more than doubled the size of its business diversity team to establish greater engagement with local suppliers in our customers' communities.
CDW was included in the Top Veteran-Friendly Companies by US Veteran's Magazine.
CDW was recognized by Black EO Journal – Best of the Best as a Top Supplier Diversity Program.

In 2020:
CDW's overall diversity spend exceeded $2.6 billion with small, diverse suppliers.
Minority Business News (MBN) Diversity presented CDW with its award for 2020 Supplier Diversity Program of the Decade.
The National Veteran-Owned Business Association bestowed CDW with its Best Corporation for Veteran's Business Enterprises Program award.
CDW was honored by both Forbes and the Human Rights Council (HRC) foundation for our diverse and inclusive culture. In Forbes' Best Employers for Diversity, CDW came in at #84 out of 500 companies overall, and in the top five of the 27 Illinois-based organizations on the list. The HRC Foundation named CDW one of the Best Places to Work for LGBTQ Equality as it earned a 100% on the Corporate Equality Index.

In 2019:
CDW's overall diversity spend exceeded $2 billion with small, diverse suppliers.
CDW became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies procuring more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.
CDW was recognized as a Best of the Best in Supplier Diversity Program by US Veterans Magazine.

Another aspect of the CDW Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc., and The Women's Business Enterprise National Council. CDW supports additional organizations across the U.S. and Canada including the National Veteran Owned Business Association and the National Gay and Lesbian Chamber of Commerce. In addition to financial contributions and support, CDW also engages on advisory councils, attends and hosts events, and provides resources and subject matter experts to support the organizations' focus on continued growth and success.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CDW•G has taken a proactive and specialized approach in the last several years in expanding and improving our offerings to Sourcewell Members by industry. This has involved looking at specific technology trends, understanding customer priorities, and offering turn-key solutions in the following segments and solution areas: K-12 Education Device Ecosystem Classroom Transformation Cybersecurity Networking Infrastructure School Safety Higher Education Student and Institutional Devices A/V Transformation Connected Community Hybrid Infrastructure Cyber and Physical Security State and Local Government Cybersecurity Program-Based Accounts Public Safety Device Transformational Government We have focused efforts on developing technology solutions for each of the above segments that ensure the right outcomes for our customers. An example is CDW·G's mature practice for providing devices to K-12 districts nationally. CDW·G has built a comprehensive solution for K-12, based on the lifecycle of the purchase, that includes the following capabilities and services: Device roadmaps to help each district understand the industry landscape, technology advancements, and features that should be considered when selecting a device for student or institutional use. Consulting sessions with a CDW Education Strategist to provide guidance on technology adoption for increased learning. Robust portfolio of professional development partners. Best practices for defining technology standardization with each district. Project management aligned to supply chain and to ensure large device rollouts are successful and on time. Pre-shipment device configuration to provide low/no touch devices for district IT staff. Local warehousing and local deployment services, including last-mile delivery. Maintenance and break-fix solutions to ensure high availability of devices. Asset disposition and buy-back options to enable a district to compliantly dispose of student devices at end of life, along with the potential of securing funds that can be leveraged for replacement technology. As a result of CDW-G's practice built for K-12 devices, CDW·G provides 1 in every 3 Chromebooks to students across the U.S. annually. It is also our #1 solution under CDW·G's existing Sourcewell agreement.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	As a solutions provider, CDW•G does not manufacture products, however, all purchases made by Sourcewell Members, where applicable, include the manufacturer's standard warranty. Terms of warranty coverage can and do vary with each OEM purchase, and details for each product warranty are available through an account manager or online at www.cdwg.com. CDW•G does offer additional warranty coverage options for products whose standard warranty alone does not meet Sourcewell Members' needs. This includes extended IT warranties, data center maintenance, maintenance contracts, and custom support plans. We recommend Sourcewell Members work with their account manager to determine the best option to determine the best additional warranty solution for their purchases. In instances where a Sourcewell member may have multiple warranties – which may have different lengths of time and different end dates – from multiple OEMs, CDW•G can offer Maintenance Contracts to simplify warranty coverage. Maintenance Contracts are easily manageable service contracts that cover all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. This contract can also be prorated as you add or delete equipment. Benefits of a Maintenance Contract include: Easy to manage equipment coverage A single point of contact for repair service Multiple response times available on the same contract Flexibility to add or remove equipment as needed Parts and labor included Multiple contracts consolidated Annual or multi-year contact options	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not only does CDW•G not impose usage restrictions or other limitations on our warranty services, we enhance coverage options for Sourcewell Members through our available warranty extensions and uplifts. While customers often choose the standard OEM warranty for their purchase, in instances where it is not sufficient, we offer competitive solutions to augment the warranty, minimizing risk and ensuring ongoing performance. Solutions included in our portfolio to support Sourcewell Members include: Warranty extensions and upgrades Post warranty support Accidental damage protection Maintenance Contracts Post-sale technical support Product and certification training Onsite repair Help desk services As part of our commitment to supporting Sourcewell Members throughout their technology lifecycles, we continue to communicate post sale to ensure warranties continue to meet Sourcewell Member needs.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote.	*

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our ability to provide certified technicians across geographic areas is driven by the warranty coverage selected by the Sourcewell Member. In most cases, warranty support is fulfilled directly by the manufacturer and will vary on a case-by-case basis. Should a Sourcewell Member opt to enhance the standard manufacturer warranty, CDW•G has access to certified resources through in-house technical and strategic local partnerships across the U.S. and Canada. We are committed to coordinating OEM warranties, CDW•G resources, and our services partner ecosystem to address the needs of Sourcewell Members. We will continue working with Sourcewell Members to identify the best-value solution regarding warranty coverage; response times and service-level agreements (SLAs) may vary by location. Sourcewell Members can be confident they will know what they are buying and will be provided with clear instructions on the coverage and how to activate warranty claims.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In instances where Sourcewell Members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has a defined escalation process with our partners to ensure technical support is provided by the manufacturer according to the agreed upon SLAs. In those instances where CDW•G provides enhancement to the standard manufacturer warranty, we take responsibility for meeting agreed upon SLAs and delivering the full customer experience.	*
51	What are your proposed exchange and return programs and policies?	Should Sourcewell Members require an exchange or return, CDW•G requires an RMA number for all returned merchandise. All products must be returned 100 percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days of the date of invoice. For returns initiated after 30 days, fees may apply. Sourcewell Members should engage their account manager for any questions, issues, and concerns around support. By contacting their account manager to initiate the return process, Sourcewell Members will receive individualized support that ensures the best outcome. CDW•G account managers, and our customer support teams, facilitate and track all returns and deal with RMAs daily. CDW•G also offers Customer Relations service at 866-SVC-4CDW or at customerrelationsreturns@cdw.com for customers to obtain an RMA before shipping product back to CDW•G. When returns cannot be made directly to CDW·G, a Sourcewell Member's account manager can advocate on their behalf with the OEM regarding exchanges, returns, or any aspect of their IT investment. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or a Sourcewell Member can request a check be sent to them.	*

52	Describe any service contract options for the items included in your proposal.	In addition to services included with purchase, Sourcewell Members may choose from a range of service options available through CDW•G (fees may apply), including the following offerings: A collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell Members' software, licensing, and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the Sourcewell Members' behalf. An extended service/help desk, where a phone number is provided to engage and provide support. This option is useful for Sourcewell Members who may not have a robust IT support program and seek a third-party solution. Technical support (U.S.-based help) for five years from purchase through either phone or chat (Monday through Friday from 7a.m. to 6 p.m. CT) or email (reply within 24 hours). CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third-Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. Cisco SMARTnet Service, an award-winning technical support service that gives Sourcewell Members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 56 specialists – the largest such team in the industry – with more than 570 combined years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools and can also provide support with contract consolidation, co-terming all assets and net new, site consolidation, decommission gear, and customized pain point resolution. CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist team.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

53	Describe any performance standards or guarantees that apply to your services	To best meet services performance requirements for Sourcewell Members, we follow a service-level management approach using industry best practice standards, processes, and metrics. Based on our 20+ years of working with a diverse set of customers, we have applied lessons learned to develop a specific service-level management approach to measure results, provide reliability, and ensure that communications and IT services are meeting the agreed upon Service Level Agreements (SLAs). With each performance-based solution, Sourcewell Members work with their dedicated account team to create agreed upon, measurable performance standards and guarantees, outlined within a Statement of Work. The key to performance management is the application of the right governance to the program to ensure the necessary resultant behavior and delivery outcomes. The CDW service manager is how and where governance happens across the enterprise. The service manager ensures service levels are receiving the appropriate attention and that all owners of service levels are held accountable for performance. Methodology components include the following: Ensuring a set of standard processes is used, such as IT Infrastructure Library (ITIL) Ensuring a set of standard tools is used, such as ServiceNow Ensuring all accountable parties are educated and understand their level of accountability on SLAs, including individual contributors, team leaders, managers, and executive leadership Ensuring metrics are met and maintained and providing additional reporting on real-time or relatively real-time performance information Conducting meetings, including a daily operations meeting to review high-impact incidents, weekly aging incident ticket review meetings, and weekly aging request ticket review meetings to ensure the appropriate visibility is brought to the current performance and any corrective measures for underperforming are begun as quickly as possible Driving the core ITIL processes and bringing visibility to non-compliance with processes and/or SLAs Communicating monthly performance and developing improvement plans for any metrics that were not successfully remediated before month-end reporting	*

54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Analyses of Service Levels. CDW provides service-level management and reporting, as well as monitors the efficiency and effectiveness of the operations. We also monitor program performance against program performance levels, including Key Performance Indicators (KPIs), as mutually agreed, prior to project start, by systematically and regularly: Monitoring all performance levels for those that are not maintaining the pace required to meet the performance threshold — we will examine root causes, perform risk mitigation/preventive action, and develop a corrective action plan Generating daily operational reports monitoring against service levels at a given time Reviewing aging reports for all issues that are close to or have exceeded the resolution target Monitoring KPIs that contribute to meeting a service level; for example, we measure how long it takes us to acknowledge a service desk incident, and if it takes us three hours to acknowledge the issue and we only have four hours to resolve it, we can surmise the SLA may not be met Monitoring alerts, such as incident resolution times, automatically generated by the ticketing system Corrective Action. CDW executes a formal corrective-action planning-process for deficiencies discovered during reviews. We assign each corrective action to an owner for resolution and provide oversight to the process by our service manager. Preventive Action Uses standard tools and processes to detect, analyze, and eliminate potential causes of performance standard or service-level non-compliance Ensures that system performance and availability continuously anticipate capacity needs, including adjustments for seasonal demand Analyzes historical data regarding usage volumes and peak processing periods and communicate with the program offices regarding new initiatives and other factors that may have an impact on system usage Develops plans and takes action to address these changing infrastructure needs Root Cause Analysis Proactively produces trends that could lead to less-than-optimum performance by taking preventive action measures to improve the area in question Analyzes the performance in support of each performance standard and/or service level, identifying positive or negative trends, and works with project staff to perform a root cause analysis of negative trends to develop a corrective action plan to correct deficiencies and identify best practices that can be leveraged across the project Provides follow-up verification to ensure that the action was effective in addressing the root cause Monitors performance statistics to ensure the corrective action plans are effectively implemented Provides a defined escalation path for corporate-level oversight of performance issues and corporate support of corrective action plans; once an issue is resolved, CDW·G will communicate improvements to other activities and groups, as applicable Continuous Improvement Provides a metrics-driven continuous improvement approach, focused on improvements to ITIL service delivery and service support to achieve increasing levels of performance against SLAs Uses automated tools combined with trend data for monitoring and root cause analysis to identify the high-priority areas for improvement and take immediate action	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	

55	Describe your payment terms and accepted payment methods.	CDW•G's standard payment terms are net 30 days from the date the invoice is issued. CDW•G accepts payment through: Credit Cards* (American Express, Discover, MasterCard, Visa) Checks Electronic Data Interchange (EDI) Electronic Funds Transfer (EFT) Procurement Cards (P-Card) *With a credit card order, CDW•G requires the credit card information at the time of order. Please note that we do not accept credit cards for term accounts. The mailing address for payments is: CDW Government LLC 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	CDW•G can facilitate an agreement between Sourcewell Members and a variety of leading financing companies to help ensure leasing terms to fit the unique needs and budget requirements of those Sourcewell Members. Depending on technology needs, Sourcewell Members can secure a leasing program with maximized options and terms. Premier leasing partners include: Arrow Capital Solutions Cisco Capital Dell Financial Services HPE Financial Services Lenovo Financial Services LEAF Commercial Capital, Inc. Preferred leasing partners include: Acer Finance Apple Finance De Lage Landen (DLL) Microsoft Finance PNC Bank US Bank Our account managers and certified technology specialists are prepared to assist with every phase of choosing and leveraging the right financing or leasing solution for the IT environment of Sourcewell Members. This collaborative process between CDW•G and Sourcewell Members includes the following steps: 1. An initial discovery session to understand goals, requirements, and budget 2. An assessment review of the existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future designs, and proofs of concept 4. Procurement, configuration, and deployment of the final solution 5. Ongoing product lifecycle support including proactive notice of lease expiration and asset disposition Financing/leasing is available on a per-deal basis, or in many cases, as a primary billing option, depending on the needs of the Sourcewell Member. If a Sourcewell Member has a preferred leasing company that is not currently a CDW partner, they can be set as vendor if the Sourcewell Member and the leasing company sign the required supplemental agreements from credit. The typical process for leasing equipment is as follows: Account managers work with a Sourcewell Member to submit a credit review to the chosen leasing company and obtain a financing proposal or the account manager has the chosen leasing company call the Sourcewell Member to discuss leasing/finance options and obtain information necessary to complete credit approval. The chosen leasing company reviews credit and makes decision whether to provide a lease. If approved, the leasing company sends the Sourcewelll Member leasing documents to complete and return. Upon receipt of required documents and any upfront payments from the Sourcewell Member, the leasing company provides CDW•G with a purchase order for the full amount of the leased equipment. CDW•G fulfills the order and products ship from CDW•G directly to the Sourcewell Member. The leasing company sends an invoice and the Sourcewell Member makes regularly scheduled payments directly to the leasing company.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Upon award, CDW•G will leverage the Sourcewell contract terms and conditions to simplify and streamline the procurement process for Sourcewell Members. Other documents that may be needed include, but are not limited to: Statement of Work (SOW) for professional/managed services Customer-specific terms and conditions (if required by the Sourcewell Member)	*

58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, CDW•G accepts P-cards for payment, and Sourcewell Members can use P-cards for both e-procurement and non-digital orders at no additional cost. Please note, however, that Sourcewell Members who opt for payment terms (for example, Net 30) cannot settle terms by invoice with a P-card. As an added capability and at no additional cost, CDW•G can provide Level 3 information on P-cards for Visa, MasterCard, or American Express. This service provides line-item detail remittance of the transaction on Sourcewell Member cardholders' statements. Level 3 allows the Sourcewell Member agency to track expenses and to ensure the products purchased on its card were in fact legitimate purchases.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	CDW•G's pricing response encompasses RFP Category 1, 2 and 3 for all Technology Products, Services and Related Solutions (Technology Offerings). CDW•G's pricing can be found in the pricing attachment titled "CDW US and Canada Pricing Category 1." Please Note: Due to the depth and breadth of our product and services offerings, items aligning with categories 1, 2 and 3 can be found throughout our product and/or services offerings, and individual items can be included in more than one category depending on the context. For all RFP Categories, CDW•G is pleased to offer a discount percentage off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price (CDW•G Advertised Price). These published and maintained prices for technology products and services categories can be found at www.cdwg.com, available 24/7. To ensure continuity and ease of procurement for Sourcewell Members, CDW•G has provided competitive and full catalog pricing encompassing all available OEMs, similar to the current Technology Catalog Solutions #081419-CDW contract (Incumbent Contract). Underpinned by industry-recognized taxonomy, the CDW•G Advertised Price model enables CDW•G to leverage economies of scale, our superior OEM-partner-relationships, and real-time competitive market adjustments. The discounts in our pricing structure are not-to-exceed, and for large rollouts or planned projects, CDW•G will endeavor to provide even deeper discounts, leveraging our close OEM partnerships. CDW•G has a dedicated online purchasing portal which can be found at www.cdwg.com/sourcewell. When logged in, Sourcewell Members can access Sourcewell's contract pricing and other information about the program. For professional services, our pricing structure includes not-to-exceed hourly rates covering all three RFP categories. These rates are subject to 5 percent annual escalation, on the anniversary date of contract effective date. The services can be iterated in either time-and-material or fixed-fee models, in areas including, but not limited to, cloud migration, ServiceNow, cyber and physical security. Certain services for education customers in pricing Attachment titled "CDW US and Canada Pricing Category 1", Tab titled "Amplified Solutions" are based on 3 percent discount off MSRP which can be found at this link: https://www.amplifiedit.com/MSRP. CDW•G delivered managed services pricing varies from monthly unit prices, percentage of Sourcewell Member's actual consumption of the service, and/or custom pricing.	*

		As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Sourcewell Members will be discount 0 percent off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, and Microsoft Azure. CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its Members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings. Technology Offerings which have specialized requirements not contemplated under this RFP, will be identified in a Statement of Work as mutually agreed and executed document(s) between CDW•G and the Sourcewell Member. The pricing will be based, unless otherwise specified, on CDW•G invoice price. Sales for Canadian Sourcewell Members are provided through CDW Canada with Discounts Off CDW Canada's advertised price and are quoted in local currency (CAD). Categories for CDW Canada catalog are similar, though not identical to CDW•G categories. Please refer to our CDW Canada pricing offer in the required pricing attachment "CDW US and Canada Pricing Category 1" for more information. CDW•G differentiates itself from the competition with the addition of dedicated program management. The team consists of seasoned contracting professionals, dedicated to Sourcewell Members and responsible for compliance, administration and management of the contract, training of sellers and other duties. Led by Jeff Hagen, Manager of Program Management, and Mandi Maricque, Senior Program Manager, the team helps ensure Sourcewell Members receive all program benefits. Sourcewell Members may engage Program Management and request price verifications by emailing their CDW•G order or quote number to Sourcewellcontracts@cdwg.com.	
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated in response to Question 59 above, CDW•G's catalog discounts are percentage off CDW•G Advertised Price, ranging from 0 percent to 15 percent, providing a more competitive structure than CDW•G's Incumbent Contract. CDW Canada: 0 percent to 7.75 percent Minimum Discount off CDW Canada's Advertised Price, quoted and invoiced in Canadian dollars.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell Members benefit from discount off CDW•G Advertised price, irrespective of volume. The program provides a competitive ceiling price and we can often leverage our relationships with OEMs to offer deeper discounts for large projects/rollouts and bulk buys, on a case by case basis, in consultation with the Sourcewell Member. Additionally, we have found success with Sourcewell Members where CDW•G has Sourcewell Member specific agreements with large purchase footprint, and/or minimum purchase commitments, under which CDW•G can offer committed deeper discounts and/or additive incentives. In addition, we can hold large inventory in our distribution centers, take advantage of bulk buys and promotions, which maximizes our ability to offer better pricing to Sourcewell Members.	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	As mentioned in Question 59, Technology Offerings that have specialized requirements not contemplated under this RFP will be identified in a Statement of Work and/or similar document(s) which are mutually agreed upon and executed between CDW•G and the Sourcewell Member. The pricing will be based on CDW•G invoice price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Services which require travel, lodging, work to be performed outside of normal business hours/holidays, or subject to overtime regulations, may be subject to additional fees, and will be outlined in a Statement of Work or similar document. Any additional fees required due to regulatory mandates, Sourcewell Member-specific background checks, and Sourcewell Member-specific mandated training, will also be mutually agreed upon between CDW•G and Sourcewell Member and incorporated within a Statement of Work or similar document.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Ground freight shipping is the least expensive option for Sourcewell Members and is offered at no charge. This includes no additional charge at the time of order, within the contiguous 48 United States. It also includes insurance coverage at no charge. We also offer Sourcewell Members expedited shipping options; in these cases, the Sourcewell Members pay the price difference between the expedited rate and the lowest-rate shipping option – retaining the benefit of the no-charge offering. If a Sourcewell Member chooses to utilize their own assigned carrier, CDW•G can work with the Sourcewell Member once the carrier number and other details are provided by Sourcewell Member	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell Members placing orders for delivery to Alaska and Hawai’i, freight options currently include Ground, Express, and Priority, though these options may vary depending on specific shipping address. Once an order is entered, all available options are displayed and priced. Carrier options for Alaska and Hawai’i currently include UPS, UPS Freight, CEVA Logistics, and USPS with estimated transit times of Ground three to five days; Express two to three days; and Priority one to two days. Transit times may be impacted by day of shipping, holiday schedules, weather events, and other acts of nature. For Sourcewell Members placing orders for delivery in Canada, standard terms for shipping include F.O.B. Destination, Freight Prepaid, and Freight Added. All products are shipped from one of CDW Canada’s partners’ distribution centers in Toronto, Mississauga, Calgary, or Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and TD Synnex within Canada to complement our purchasing model. In most instances, Sourcewell Members can expect purchases to be delivered the next day or within an average of three days by standard ground transportation. CDW Canada through distribution partners currently uses UPS, Purolator, FedEx, and other freight carriers for larger shipments.	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	CDW•G operates a redundant fail-safe hybrid logistics model, with two distribution centers strategically located, which allows us to ship based on availability with a historical accuracy of over 99 percent. We can further leverage staging as well as buy-and-hold options within our facilities or through our vetted partners nationwide, for Sourcewell Members with large rollouts and/or high SLA requirements. CDW•G was selected to be the sole mobile device provider for the 2020 Decennial Census, deploying nearly 500,000 devices over the life of the contract to US Census Bureau Headquarters, more than 250 regional Census Offices, and Decennial Census employee homes, nationwide. When delivering professional services, we once again leverage a hybrid approach inclusive of in-house technical resources and/or vetted, trusted subcontractors, to provide cost-effective solutions based on Sourcewell Member's needs. We can also leverage remotely delivered service engagements, which can help contains costs and offers high availability for time sensitive projects. These remote engagements can be deployed safely, with the assistance of the customer's IT and security teams. Finally, we believe in helping the communities we serve. CDW•G's inclusive philosophy extends to our providing opportunities to collaborate with minority-owned businesses, small businesses, and otherwise disadvantaged businesses. Doing so enables Sourcewell Members access to a talented, diverse resource pool and helps Sourcewell Members achieve their diversity initiatives.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	CDW•G has historically worked closely with Sourcewell Members on planned IT projects, developing technology standards, and forecasting volume purchase opportunities across schools, departments, or agencies. In those circumstances, CDW•G is able to extend additional discounting beyond the standard pricing offer, resulting in material savings to the Sourcewell Member. As a result of the IT project alignment that CDW•G has historically held with Sourcewell Members, CDW•G 's net pricing offer is better than other offers with similar volume and terms to other contracting agencies. Upon request, CDW•G shares savings data and incremental discounts with Sourcewell Members, along with the data shared monthly with Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	

68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage an agreement of this size and scope with all the necessary detail and follows all contract's pricing rules, timely reporting, and remittance of fees. With respect to CDW•G's compliance strategy, we have bespoke, proprietary systems, which ensure the pricing and freight is compliant per the contract or specific Sourcewell Member pricing agreement. Our compliance approach is a full lifecycle from solicitation to post contract closeout. It starts during the launch process with training all the personnel utilizing the contract, followed by annual training and certifications. In addition, we have internal automated quality checks in place, which track our reporting deadlines and accuracy commitments. We also have previously partnered with Sourcewell in providing training to CDW•G sellers and intend to do so when awarded the new contract. For service engagements, our contract lifecycle management system automatically routes Statements of Work to the Contracts team to ensure the pricing is compliant with hourly rates and commitments, as stated. CDW•G and Sourcewell also have regular cadences where, among other items, any issues are addressed, discussed, and tracked. CDW•G has a dedicated and highly experienced Program Management team, which manages our Sourcewell contracts. Mandi Maricque is the contract manager and is responsible for the Sourcewell portfolio. Mandi is supported by three dedicated contract administrators. In addition, due to the importance of the Sourcewell contract within CDW•G, there is a high level of engagement from senior leaders within the organization. Collectively, the team managing Sourcewell's contracts have 80 years of experience. The team is also responsible for working with Sourcewell Members to ensure proper understanding of the contract's terms and benefits, pricing, and range of offerings. CDW•G has held a Sourcewell contract for the last 20 years as an organization; CDW•G coworkers are well trained on compliance matters related to the Sourcewell contracts. The Program Management team is solely responsible for ensuring Sourcewell Members have access to the agreement. Monthly reviews are done to ensure all participating entities have access to the contract. Sales teams are trained to send any Sourcewell Member add-requests to the SourcewellContracts@cdwg.com inbox. These actions help to drive growth under a robust governance framework. CDW•G has successfully met all reporting requirements and deadlines under the Technology Catalog Solutions #081419-CDW (Incumbent Contract). CDW•G is confident we can continue to meet and/or exceed requirements under this RFP.	*

69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	CDW•G currently tracks different metrics for contract performance internally. Given Sourcewell's diverse membership and dynamic spend within technology category, we continuously monitor standard metrics such as Sourcewell Member performance and utilization by geography (state) and segments (State & Local Government, K- 12, Higher Education, Healthcare, Federal Government, Not for Profit, Public Safety). Additional metrics include: Category penetration Sourcewell Member agreements and state contract adoptions New Sourcewell Member growth OEMs and category penetration Customer satisfaction survey responses Professional services and evolving technologies including cloud offerings' growth Market share under the Sourcewell contract and total available wallet share Target CDW•G customers who can be aligned with the Sourcewell contract Industry trends by public sector segment and the performance of the CDW•G solutions aligned to those trends. A list of trends by public sector segment is outlined in Table 8, Question 45. We also track regulations and procurement policies of different entities where Sourcewell's contract can be leveraged as a state contract, contract of choice, etc.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As an incumbent with a proven track record of success, we further believe retaining existing fee structures for Sourcewell Members under the Incumbent Contract will help maintain continuity and stability for those Sourcewell Member's needs. CDW•G is proposing a general administrative fee of 1 percent which will continue to support increased adoption and sales over the term of the contract. To best meet Sourcewell Members' needs for select catalog offerings with historically competitive profiles, we propose the following fee adjustments: Software & Cloud Offerings: 0.25 percent Chromebooks: 0.00 percent We are confident the proposed fee structure combined with our proven track record of success under the current contract will incentivize Sourcewell Members and provides the right balance for growth under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	(•) Yes ( ) No	( ) Yes (•) No	( ) Yes (•) No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	CDW•G offers a full range of products and services that enable Sourcewell Members to develop the best total solution to meet specific needs while attaining the most value for their organization. CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. CDW•G's Category 1 bid provides pricing for our Technology Products and Services Catalog, as well as Professional and Managed services. Our offerings are extremely comprehensive and include: Products & Partnerships: More than 100,000 products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware Technology Services e-Procurement integration Leasing services Managed services: Gold Level Support for customer devices Pre-shipment configuration Professional services: Amplified Solutions, Cyber and Physical Security, Configuration, Data Center Transformation, Digital Velocity Solutions, ServiceNow Total Solutions Cloud Collaboration Data Center and Networking Managed Print Services Point of Sale Security Software Management Total Mobility Management
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Below is a list of product and service categories, along with their corresponding subcategories, provided by CDW•G as part of this response: Accessories Security Locks Headphones and Speakers Phone Accessories Tablet Accessories Keyboards/Keypads Notebook Accessories Cases and Backpacks Mice and Trackballs Office Products and Supplies Small and Consumer Electronics Robotics Power, Cooling & Racks Power Supplies/Adapters UPS/Battery Backup Batteries Surge Suppressors Remote Power Management Desktop Computers Computer Cases Apple Desktops PC Compatible Desktop Computer Windows Based Terminals Desktop Memory Upgrades Thin Clients PC Compatible Workstations Data Storage/Drives Storage Enclosures/Mounting Hardware CD/DVD/Blue Ray Drives Disk Duplicators Media Hard Drives Desktop NW Attached Storage Floppy Disk Drives Flash Memory Consumer SSD Enterprise Storage BU/DR Infrastructure Drive Arrays

Enterprise Hard Drives
Enterprise SSD
Interfaces Controllers
Optical Drives
Storage Networking
Rackmount NW Attached Storage
Tape Backup Drives
Tape Automation (Lib/Changers)

Point of Sale/Data Capture
Wireless Communication Devices
POS Systems
Connected Devices
Peripheral and Barcode Scanners
Thermal Printers

Servers & Server Management
Server Accessories
Linux/Unix Based Servers
KVM Consoles and Switches
CPUs/Fans
Network Print Servers
Application Servers
Apple Mac OS Servers
RISC Servers
Server Memory Upgrades
x86 Based Servers

Services (CDW Delivered)
Installations
Configurations
HCA/Hlth Purch Grp (HPG) CDW
OnSite Services
Central Services – Repairs
Managed Services
Mobility Services
Field Services
Remote Services
Software Asset Mgmt Services
Classroom Training
Workspace Management Tools

Notebook/Mobile Devices
Notebook Memory Upgrades
Mobile Workstation
Notebook Computers
Apple Notebooks
Tablets

NetComm Products
Network Bridges
Modular Switches
Communications Boards
Network Management Hardware
Modems
Network Switches Managed
Network Test Equip/Analyzer
Network Optics
Network Hubs
NIC Network Interface Adapters
Network Routers
Network Device Memory
Network Switches Unmanaged
Network Security
Wireless LAN Networking
Physical Security

Carts and Furniture
Furniture
Medical Carts

Printing & Document Scanning
3-D Prototype Printers
Copy Machines
Document Scanners
Dot Matrix Printers

FAX Machines
Single Function
Printer Accessories
Multifunction
Plotters
Printer Memory Upgrades
Printer Supplies

Services (Partnered Delivered)
Partner-Delivered Managed Services
Cloud Partner Services
OnSite Services-3rd Party
Installations 3rd Party
Managed Print Services
IT Pro Training – 3rd Party
Systems Management – 3rd Party
Warranties – Product Protection

Client Configure-to-Order
Client Configure-to-Order

Software
Aggregation Services Software
Security Software
Application Suites
Desktop Applications
BU/DR Software
Cloning Software
CAD/CAM Software
Cisco One Software
Database Software
Digital Signage Software
Design and Graphics
Audio/Video Production
Flow/Org Chart Software
Cloud Collaboration Software
Mobile Device Enablement SW
Integrated Product Suites
Infrastructure as a Service
AI Software
Voice Recognition
Legal Software
Mainframe Software
Unified Communication
Network Management Software
Network Connectivity/Emulation
Data Capture Software
Operating Systems
Programming Software
CRM Software
Portal Software
Reference Software
Business Analytics
Document Management Software
Entertainment/Education Soft
Financial Software
Communication/Internet Soft
Storage/SAN Management Software
Utility Software
Software Documentation & Media
Telephony Software
Technical Support
Virtualization Software
Web Software
Physical Software

Collaboration Hardware
Voice Hardware – Phones
Collaboration Hardware – Video Hardware
Collaboration Hardware – Voice Hardware – Headsets
Collaboration Hardware – Voice Hardware Infrastructure

Video & Audio
Automation & Control Systems
Cameras
Medical Displays

		Drones and Virtual Reality Interactive Whiteboards Consumer Television Mounts & Stands Professional Audio Media Player Projectors & Document Cameras Commercial Television Digital Signage Displays Graphics Cards Video Production Screen Protection/Filters Computer Displays Interactive Flat Panel Display Cables Miscellaneous Cables Audio/Video Cables Network Cables SCSI/IDE/floppy cables Telephone/Modem Cables Network Cable Accessories Parallel and Serial Cables USB/FanWire Connectivity Books/DVD Movies Books	

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	(•) Yes ( ) No	CDW•G's response includes computer hardware, including desktops, laptops, tablets, and related devices.
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	(•) Yes ( ) No	CDW•G's response includes networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology.
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	(•) Yes ( ) No	CDW•G's response includes peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies.
77	Software related to the purchase of the equipment described in Lines 74-76 above;	(•) Yes ( ) No	CDW•G's response includes software related to the purchase of the equipment described in Lines 74-76.
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	(•) Yes ( ) No	CDW•G's response includes configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77.
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	(•) Yes ( ) No	CDW•G's response includes security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response

80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	CDW•G is dedicated to working with our technology partners to promote their environmentally certified products and assist Sourcewell Members in purchasing them to solve outcomes around their ESG goals and priorities. We also provide the ability to track industry-recognized data to allow Sourcewell Members to better understand their environmental footprint. Sourcewell Members can receive from CDW•G, upon request and by mutual agreement, both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we can provide quarterly, calendar year, or fiscal year reporting, depending on Sourcewell Members' needs. We can typically offer a number of customized reporting options as well, including summary by category, to meet specific Sourcewell Member needs.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Included below is an overview of some of our key partner distinctions: Apple (Diamond Elite partner): Apple's Largest Corporate Channel Partner in the U.S. Apple's only reseller with the designation "Premium Corporate Reseller" CDW-dedicated Apple System Engineers 19 Apple-badged employees supporting CDW 13 CDW-badged Apple resources onsite Apple-certified Mobility Solution Architects We are an Authorized Apple Corporate Reseller for Mac, iPad, Unlocked iPhone, Apple Watch, AppleCare, VPP credit, and Apple accessories (including Beats for specific use case). We provide overnight delivery of stocked products, extensive third-party hardware, and software licensing options, as well as the Apple Professional Services portfolio. Please note, Apple policy states that they are to be the sole reseller for their products with K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve Sourcewell Members. Cisco (Gold Certified Partner): We are Cisco's largest U.S. Direct Reseller and largest National Direct Integrator Partner, having attained the broadest range of expertise across multiple technologies. CDW has achieved the newest of Cisco's Master Specializations in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. CDW was recognized as the 2022 Americas Partner of the Year by Cisco and as 2022 Cisco Software Partner of the Year. CDW has more than 1,300 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include: 717 Cisco Certified Sales Experts 63 Cisco Certified Internetwork Experts 215 Cisco Certified Network/Design/Voice Professionals 322 Cisco Certified Network/Design Associates In addition, CDW is one of the only resellers in the world actively participating in and working with Cisco in the Cisco Early Field Trial (EFT) program. This program allows our top engineers to receive and test the latest code prior to the general release of the product. It also lets CDW shape the products prior to shipping the first release level. Generally, Cisco only invites two partners to each EFT opportunity, and typical EFT participation is three or four EFTs. CDW historically participates in more than 20 EFTs a year across Data Center, Engineering, Collaboration, and Security. In Canada, CDW recently received Cisco Full Stack Observability and Hybrid Cloud Computing Solution Specializations. These partner-led designations recognize CDW Canada's ability to provide sophisticated, value-added Cisco solutions through in-depth sales capabilities, technology skills, and service offerings. Dell (EMC Titanium Black Partner): CDW is Dell's #1 Partner Worldwide, and provides the following resources: Dell-certified technology architects Dell-certified cloud architects and Dell EMC-certified data scientists Dell-certified implementation engineers HP Enterprise (Platinum Business Partner): CDW is an HP Enterprise (HPE) Platinum Partner and was named the North American Solution Provider of the Year 2023 (CDW Canada and CDW U.S.).

HP Inc. (Platinum Business Partner): CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. Recent awards include:

Lenovo (Largest Global Partner): CDW is Lenovo's largest Global Direct Response Channel Partner.

Microsoft (Gold Certified Partner): CDW is a Microsoft Gold Certified Partner and a highly ranked Licensing Solution Provider (LSP) and Enterprise Software Advisor (ESA). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments.

CDW is also an Azure Expert MSP for Microsoft Azure.

CDW Cloud Products: CDW currently partners with more than 150 cloud provider partners working in tandem to provide our customers with best-of-breed SaaS, IaaS, and PaaS solutions. A small sampling of our offerings is provided below.

AWS: CDW has achieved multiple certifications for AWS and is one of a handful of Advanced Consulting Partners. CDW has earned the AWS Migration Competency, an elite-level designation held by fewer than 50 companies in North America. CDW coworkers have earned more than 200 AWS certifications including the new AWS Database and Data Analytics Specialty Certifications. CDW has also earned the AWS Storage Competency, confirming our deep storage acumen and our extensive AWS storage partner portfolio (for example, NetApp, Veeam, Druva, and many others).

Google: CDW's comprehensive next-generation Managed Services for Google Cloud Platform (GCP) includes three of the world's 20 Google Cloud Fellows on staff. CDW has also successfully completed the requirements to participate in the Google Cloud MSP Initiative.

Microsoft Azure: As a Microsoft Azure Expert Managed Service Provider, CDW has a record of delivering results to customers in finance, healthcare, manufacturing, small business, government, and education. We also provide full-stack solutions expertise, integrating hardware, software, cloud and services considerations into every Azure discussion. Customers benefit from holistic technology guidance while eliminating the need to coordinate with multiple IT vendors and service providers to design, procure, implement and manage complete Azure solutions.

CDW employs a dedicated vendor accreditations coordinator who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The vendor accreditations coordinator is part of our Vendor Alliances department, which comprises vendor managers for all major hardware manufacturers. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer, to architect.

Each of the partner vendors has designated an account manager and systems engineer to CDW, who communicates product developments to our vendor managers, as well as the associated technical training courses available. Some vendors also have partner education managers specializing in training and certification guidance for CDW. The vendor managers then work with the vendor accreditations coordinator to identify the staff impacted by the development and make bookings for training and exams.

The vendor accreditations coordinator uses a range of vendor and internal tools to manage technical certifications on an ongoing basis. Vendors' learning management tools give the vendor accreditations coordinator visibility of the following:

Summaries and detailed breakdowns of CDW's compliance status against its overall vendor certification (Platinum, Gold, etc.) and any technology specialist certifications

Gap analysis charts for training requirements to be quickly identified

Information to assist creation of vendor learning plans, which feed into CDW's standard Personal Development Plans

Records of individuals' certifications, training, exams, and expiry dates of these for tracking by the vendor accreditations coordinator

The vendor accreditations coordinator also uses vendor reports and internal tracking sheets to monitor certifications. These provide gap analysis and qualification road mapping showing individual certification status in various vendor technologies.

82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	CDW•G takes a pre and post sales consultative approach toward software assets that can assist Sourcewell Members through every stage of their lifecycle. It begins with our capabilities of assessing current software environments and assisting in the design and deployment of a software solution within environments. We can integrate and share licensing data with most industry recognized software asset management platforms to support Sourcewell Members' needs. Once deployed, CDW•G can also support maintenance through effective software licensing management and assist with: Performing health checks Maintaining the right license position so you are neither over- or under-licensed Establishing consolidated billing Providing ongoing software recommendations Ensuring accurate IT planning and budgeting Maximizing value derived from licensing agreements Applying compliance checkpoints Staying on top of licensing expiration and renewal As part of our contract management roadmap process, our CDW•G software team conducts regular business reviews and contract deep dives to help manage licenses over the course of the contract. Our contract management roadmap also helps keep customers aware of important renewal dates.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	CDW•G has a dedicated purchasing page for Sourcewell, currently providing Sourcewell Members direct access to account information, product offerings, and contract pricing on technology products and services: www.cdwg.com/sourcewell In recent years, CDW has continued to evolve our operations with an eye to improving the customer experience, extending to our online customer portal. Sourcewell Members benefit from the evolution of this portal, Rubi, which provides greater tools and options to plan, buy, and manage the technology solutions they need. From one central portal, now accessible from the Rubi Mobile App for additional flexibility, Sourcewell Members can purchase products quickly and easily, selecting shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: Add more items to the cart Adjust quantities Save the cart for future purchase Save the cart as a bundle that can be repurchased Email the cart to a colleague Create a standard quote Estimate shipping costs with the Shipping Calculator before checking out Check out using the standard checkout feature Rubi also gives Sourcewell Members flexibility in terms of how they view technology for purchase. Sourcewell Members can choose to view and purchase from CDW's entire online catalog of products, or efficiently create customized catalogs containing specific products. Sourcewell Members can also configure their homepage within the portal based on their needs to make tasks more easily accessible including managing subscriptions and quotes, streamlining repeat purchases, and approving orders. Sourcewell Members, through the Security Settings feature in Rubi, can grant user access to features including access to products, views of their orders or multiple accounts, and roles as a purchaser or approver. Sourcewell Members can also grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and Security Settings. Rubi provides key insights, which help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. This includes factors such as estimated time of arrival/inventory/supply chain insights to support implementation, order tracking and status, and current CDW Research Hub information around a variety of IT topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Once an order is placed, an Order Status feature in Rubi provides Sourcewell Members complete order status information with time saving links, including the ability to: View all recent orders (from the past month to as far back as three years) Search for a specific order by purchase order (PO) number, order number, purchaser, or purchase date View order and invoice details Filter orders according to any of the following statuses:

		Cancelled All Items Shipped Some Items shipped Not Yet Shipped Backordered Item(s) Processing orders View individual shipment details and tracking information Add mobile number to get delivery SMS text message notifications Print a copy of a packing list or original invoice Repurchase a past order Download a report to excel with all open orders Initiate a product return After purchase, Sourcewell Members can use the Asset Hub of the Rubi portal to manage purchases. Features of the Asset Hub include: An asset overview page that shows a view of hardware and software assets purchased through CDW·G, including the total counts of products, asset age, and spend across asset type, category, and brand. A hardware overview page, where Sourcewell Members can view and filter across your hardware assets based on type, brand, asset age, and more, and can click on each line item to see more details. A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, and prior orders and can also re-purchase quickly by using the “Buy Again” button. A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also see a list of software assets and can filter on those assets or click to view more details. A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally from this page, Sourcewell Members can request a quote for a software renewal. A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats. The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers assist in enabling your administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: Order status Quote activity Purchase history Financial reporting Purchase approval system CDW·G offers e-procurement integrations to the major providers in the industry, and the capabilities that are available via Rubi are also available via a punch-out catalog.

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments

84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	(●) Yes ( ) No	With nearly 20 years of experience delivering leading information security solutions, we help organizations reduce the complexities involved in making technology decisions in a fast-paced industry. CDW takes a comprehensive approach to security and risk management. We offer world-class technology solutions, expert implementation and advisory services, comprehensive managed services, and proven methodologies backed by customized testing. We help to advance customer security programs and optimize overall IT risk management strategy so customers can protect data, intellectual property, and reputation. CDW cybersecurity solutions and services fall into six buckets: infrastructure, intelligence and analytics, identity and access management, data and application, threat and vulnerability management, and program strategy and operations. Infrastructure. Strengthen the first line of defense against sophisticated threats. Our solutions and services help customers gain extensive visibility into network traffic based on applications, users, and content; remove malicious traffic while maintaining the delivery of legitimate business flows; and securely manage IoT devices. Intelligence and Analytics. Arm staff with the tactical, operational, and strategic insights needed to understand how an organization is being targeted and invest wisely in the right set of countermeasures. Our comprehensive professional and managed services and continuous monitoring solutions help customers streamline security operations with automation. We help customers respond to, remediate, anticipate, and prevent threats to business. Identity and Access Management (IAM). Securely connect users to distributed services and deliver accountability and transparency of access to the business. Our IAM solutions and services promote capabilities spanning internal and cloud-based services, enhancing user experience while ensuring only the right people have access to the right assets, at the right time, and for the right reasons. Data and Application. Protect information assets against mistakes that lead to data leaks and intentional misuse by insiders, as well as external attacks on information infrastructure. We help you protect data no matter where it is stored, used, or transmitted through the development of a data-centric security program. Threat and Vulnerability Management. Evaluate the overall state of security with an objective view of an organization’s policies, controls, and processes. We facilitate the development of an effective threat and vulnerability management program, building upon existing security practices to help you continuously find, prioritize, and remediate vulnerabilities. Our expert professional services and world-class solutions help to determine whether data has been compromised and help create new approaches to limiting dwell time and remediating intrusions. Program Strategy and Outcome. Manage an organization’s digital risk and compliance profile. We offer a full range of solutions and services to help evaluate programs against established cybersecurity frameworks, keep up with evolving data protection and privacy regulations, augment staff, set policy, and develop and execute a cohesive strategy for extending security throughout the supply chain.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control,	(●) Yes ( ) No	CDW Physical Security Services solutions fall under four categories: video surveillance, access control, environmental sensors, and professional services.

	video management, and managed physical security services;		Video Surveillance. Video surveillance has long been a key component of physical security. The advent of inexpensive, network-enabled cameras has made it easier for organizations to increase their video surveillance footprint. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes — something went wrong, and video footage enabled security teams to later determine what happened. Now, IP-enabled video cameras enhanced with analytics and artificial intelligence (AI) can automatically detect and alert on incidents in real-time and be used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video with services that include: Envisioning Workshops, Site Survey and Systems Design, Camera Deployment, Video Management System (VMS) Implementation, Software and Analytics Integration, Managed Services, and Day 2 Support Services Access Control. Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure the points of entry to their facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. With new options to manage physical security either on premises or from the cloud, these systems can be closely integrated with video surveillance for improved situational awareness and forensics search. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises with services including: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Environmental Sensors. The proliferation of Internet of Things (IoT) devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D, etc.). Whether customers need to monitor facilities for airborne chemicals or detect water leaks, rising temperatures, or audio signatures – it is easy to integrate relatively inexpensive IP-enabled sensors into a building's existing physical security system. This greatly improves situational awareness and streamlines incident monitoring and notification processes. CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of your operations with services that include: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Professional Services. As organizations face limited time, budgets, and talent to tackle the ever-growing list of challenges running their day-to-day operations, IT leaders need a way to handle priority projects without overtaxing internal staff. CDW Ad Hoc Support Services help meet the demands of organizations in unique ways. We provide skilled staff to augment IT teams with expertise in a wide range of technologies, offering an objective view of IT that helps ensure the right solution to the problems — not just the one that is convenient – through ad hoc support services that include: Small Installation Projects, Scheduled Maintenance, and Unscheduled and/or Break/Fix

			Engineering and Consulting Services
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	◉ Yes ○ No	Looking at CDW cloud by the numbers, Sourcewell Members working with us benefit from: 2 of 50 global Google Cloud Fellows 250+ cloud engineers 5,000+ industry certifications 100+ industry awards 1,200+ cloud partners The cloud offers convenience, flexibility, and agility. The complexities of cloud can lead to increased cost, decreased visibility, and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's cloud team empowers Sourcewell Members to adopt cloud-native best practices that help cut costs and innovate faster. CDW helps customers achieve cloud goals following a four-step process of assess, design, orchestrate, and manage. 1. Assess. Dedicated Sourcewell Member account teams engage cloud engineers assess current IT environments, identify and prioritize goals, and explore possible vendor solutions to fit business needs. 2. Design. We customize a strategy that ensures cloud solutions continually evolve with the business. We also provide risk management methods to secure data, ensure business continuity, and put disaster recovery plans in place. 3. Orchestrate. We follow detailed implementation procedures for proper cloud migrations, including physical server migration, virtual server migration, database migration, physical-to-virtual server migration, server consolidation and enterprise applications. 4. Manage. We help reduce IT burdens on in-house teams and ensure business continuity by managing cloud solutions on high-performing data center ecosystems. We also enable accessible and on-demand provisioning and de-provisioning, reporting, and billing for cloud usage.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	◉ Yes ○ No	Organizations have long turned to CDW to implement the best networking solutions, and the value of partnering with our team extends well beyond simplified procurement and savings. The CDW Networking Practice assists customers at every stage of the journey through assessments and roadmap guidance, as well as vendor-focused workshops and jump-start services for the following areas: Enterprise and data center networking Software-defined WAN (SD-WAN) Wireless networking and Wi-Fi 6 Network access control (NAC), segmentation and secure campus solutions With more than 120,000 customer networking solutions completed in a 12-month period, CDW networking solution architects combine with almost 500 solution architects to support our sellers and their customers to: Design. Our team of technology experts works with customers to plan an end-to-end solution that fits often unique needs and optimizes business impact. Orchestrate. Comprehensive services help our customers build and deploy customized infrastructure that follows networking best practices. Manage. Through a tiered support structure, our team can monitor and manage network complexities to ensure operational efficiency and security.

88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	(●) Yes ( ) No	We provide Sourcewell Members the strategy, architecture, and migration paths required for everything from complex database/data warehouse designs, data exploration and visualization, and data governance, to advanced analytics and machine learning — whether starting with introductory concepts or building and deploying production models. CDW•G works with Sourcewell Members to define and implement an effective data strategy, modernizing data platforms, and implementing DataOps best practices for scalability and agility. We help customers create new data pipelines that can be leveraged for organizational insights, analytics, and visualization. Our experts prove Artificial Intelligence/Machine Learning (AI/ML) business value through minimum viable model (MVM) creation and implement online-ML pipelines for production deployments. Our data architects and ML experts provide rapid, innovative outcomes across data operations; data warehouse modernization; data pipelines; visualization and insights; AI/ML; big data; and contact center AI.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	(●) Yes ( ) No	CDW's Security Practice has the depth and breadth to support Sourcewell Members on their entire cybersecurity journey. Security focus areas include: Program Strategy and Operations, which offers strategy workshops and program initiation; technology bakeoffs and proofs of concept; zero trust assessments; and internal audit and IT audit services. Cyber Resilience and Compliance, which includes privacy compliance (GDPR, CCPA); privacy maturity assessments; framework maturity assessments; full-scope PCI DSS services; HIPAA security, privacy, and risk; third-party risk management; and Cybersecurity Maturity Model Certification (CMMC) assessments. Identity and Access Management (IAM), which includes rapid assessments and strategy; IAM implementation; user rights and access reviews; solution selection and bakeoff; SIEM deployment and configuration; managed IAM support; and white-glove managed identity. Cloud and Application Security, which includes secure access service edge; cloud native controls; cloud security posture management; cloud workload protection; cloud native application protection platforms; cloud identity and entitlement management; and cloud security architecture. Secure Infrastructure offerings, which include security architecture and design; physical security; next-generation firewall; endpoint protection; email and web security; intrusion detection and prevention; IoT device assessment and strategy; and managed firewall. Skills and Training, which includes cyber workforce development; offensive and defensive security courses; cloud security courses; programming and development security operations courses; data science and analytics; and solution training. Threat and Vulnerability offerings, which include penetration testing; blue/red team exercise; web app testing; threat/vulnerability platforms; endpoint detection and response; incident response; and managed scanning.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response

90	Describe how you help organizations with their zero-trust programs, if applicable.	CDW Security Services provide independent evaluations of your security posture and help you fortify your weaknesses. CDW's certified experts design comprehensive strategies and solutions for protection and response to all types of threats, both internal, external, virtual, and physical. CDW•G, through Sourcewell's IT Managed Services and Staff Augmentation Solutions 071321•CDW contract, provides Sourcewell Members access to CDW•G's breadth and depth of security services and solutions. Cybersecurity: Driven in part by guidance from both the Cybersecurity and Infrastructure Security Agency (CISA) and the National Institute for Standards and Technology (NIST), nearly 75 percent of security leaders are piloting, actively researching, or implementing zero-trust technology (IDG 2021 Security Priorities Study). CDW helps customers design and execute on multi-year zero-trust buildouts, leveraging existing technology while creating roadmaps to the next generation of solutions. From strategy to deployment and management, CDW offers customers a single-vendor solution to achieving zero-trust goals. CDW helps customers mature their cybersecurity program across five key domains – identity, device, application workload, and data – with full stack product and service capabilities. We serve as a strategic partner with technical, strategic, and executive advisors available to customers to help develop and fulfill roadmaps to align with leading security industry frameworks like those from CISA and NIST. CDW's Security Practice has the depth and breadth to support the entire cybersecurity journey, making security an enabler, not an obstacle. With a full range of assessment, design, orchestration, and managed services, CDW helps customers mature and scale a security program that drives to objectives without slowing innovation. Physical Security: As a comprehensive physical security integrator, CDW•G's Physical Security Solutions practice provides products, designing customized solutions and orchestrating the setup and integration of these solutions tailored to your organization's specific needs. Crafted with public sector customers in mind, this business-to-business offering ensures organizations receive the highest quality security solutions and services while benefiting from CDW•G's extensive expertise in the field. CDW•G helps you mature and scale a physical security program that protects your people, property, and premises. Whether you need the latest VMS or analytics tool, expert advice on system integration, or a strategic partner, CDW•G has the best solution for your business. Increasingly, the responsibility for upgrading, deploying, and managing physical security and video surveillance is being handed over to IT. CDW helps deploy, integrate, and manage physical security systems that improve safety and security – and find opportunities to enhance business operations through advanced analytics. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes. Now, IP-enabled video cameras enhanced with analytics and AI automatically detect and alert on incidents in real time and are used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video. Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure points of entry to facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises. The proliferation of IoT devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D). CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of operations.

91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	Cybersecurity solutions are delivered following CDW's proven methodology of Listen, Advise, Design, Orchestrate, and Manage and include Health Checks, Workshops, Deployments, and As-Is Migrations. These solutions support our customers' needs to assess, build, migrate and/or consolidate next-gen firewalls, network access controls, cloud security, and all content security solutions. Our strategies and solutions follow the same goals of the NIST Cybersecurity Framework, which provides guidance for reducing cybersecurity risks by helping organizations to understand, assess, prioritize, and communicate about those risks and the actions that will reduce them. With thoughtful acquisitions of Focal Point and Sirius, CDW is now the largest security integrator in North America and has been recognized with more than 150 vendor partnerships and more than 15 Partner of the Year Awards. A quick overview of our security practice reveals: Program Strategy and Operations 85+ risk, governance, and strategy experts Cyber Resilience and Compliance 35+ cyber security and advisory consultants Identity and Access Management 110+ advisors, engineers, and architects Cloud and Application Security 10+ cloud security specialists Secure Infrastructure 60+ physical, network, and IR engineers and architects Skills and Training 20+ workforce specialists Threat and Innovation 65+ cyber defense experts
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	CDW's security teams blend training and certifications from industry organizations, vendors, and CDW proprietary methodologies. Sample certifications include: Industry CISSP – Certified Information Systems Security Professional CISA – Certified Information Systems Auditor CIPP – Certified Information Privacy Professional PCI QSA – PCI Qualified Security Assessor CEH – Certified Ethical Hacker PMP – Project Management Professional CSM – Certified Scrum Master Vendor Cisco CCNPs and CCIEs Splunk Certified Consultants and Enterprise Architects AWS Cloud Security Architects Microsoft Certified Systems Engineers Palo Alto Certified Network Security Professionals SailPoint Certified Engineers and Architects Okta Certified Professionals, Administrators, and Architects CyberArk Certified Delivery Engineers CDW sponsors, supports, or aligns methodologies with the training and resources of the following standard-setting bodies: CSA – Cloud Security Alliance CISA – Cybersecurity and Infrastructure Security Agency iapp – International Association of Privacy Professionals IDSA – Identity Defined Security Alliance IIA – The Institute of Internal Auditors ISACA – Information Systems Audit and Control Association (ISC)2 – International System Security Certification Consortium NACD – National Association of Corporate Directors NIST – National Institute of Security Standards PCISSC – PCI Security Standards Council

93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	At CDW, we understand the complexities of cloud can lead to increased cost, decreased visibility and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's Hybrid Cloud and Multicloud team empowers organizations to adopt cloud-native best practices. Whether hybrid or multi, private or public, we help Sourcewell Members define and reach their cloud vision and goals. Our flexible approach and extensive cloud solution options falls in line with the NIST definition of cloud computing, which calls for "a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction." CDW's Hybrid Cloud and Multicloud practice provides multiple engagement models and delivery mechanisms, allowing Sourcewell Members to select the solution(s) that best suit their needs and digital priorities including: Discovery: Identifies and documents your existing cloud and cloud-native infrastructure and software delivery lifecycle processes. Assessment: Provides evaluations and remediation recommendations based on environment discovery, to meet and exceed cloud-native industry best practices for agile and secure workloads. Design: Provides environment designs specific to your business requirements, and a prescriptive path for getting there. Adoption: Provides education and implementation of the hands-on tools, platforms and processes needed for successfully adopting cloud-native patterns on public cloud or private infrastructure. Strategy: Analyze your application business requirements and provide concrete recommendations for the improvements needed in process, culture, tools and/or people. Proof of Concept: Assist in testing new cloud-native platforms, products and processes, and vet their compatibility in your cloud environments. Implementation: Once vetted, our engineers will implement the designed solution. Custom Development: Additional, non-standard requirements or requests can be proposed, tested, and implemented. Support and Consistency: Ongoing review, support, and managed consistency services to proactively deliver guidance and management recommendations specific to your cloud environment.
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	CDW's Hybrid Cloud and Multicloud team empowers Sourcewell Members to adopt cloud-native best practices. Whether hybrid or multi-, public or private, CDW helps customers define and reach their cloud vision.

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments

95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	(•) Yes ( ) No	Sourcewell Members working with CDW•G have access to all of their IT asset purchases through Rubi and the Rubi by CDW mobile app – CDW's trusted digital advisor for customers. Rubi's Asset Hub displays technology assets in an easy-to-understand manner and helps reduce the time and effort to uncover emerging and urgent technology needs such as: Visibility to all hardware and software purchased at CDW reducing the time and effort of manually tracking or waiting for a report from CDW. Software expiration dates are based on the invoice date and the duration of the license or subscription. Other factors such as activation date may also play into the expiration. Quick-glance summaries to identify technology that need immediate attention including software renewals, hardware age, and a consolidated snapshot of the entire product portfolio. Proactive renewal notifications before technology, licenses, or subscriptions expire. Filters to easily pinpoint asset groups or products by category, brand, age, and even estimated renewal dates. Quick search for individual assets by serial number and CDW-applied asset tags. CDW•G also offers a variety of IT Asset Management (ITAM) solutions including: Project-Based Engagement: These engagements provide visibility into your license position for a specific publisher or set of publishers. Assessing real data, rather than relying on estimates, shows your decision-makers where the organization stands and builds a business case for implementing ITAM. Maturity Assessment: Maturity assessments are designed to review your IT Asset Management policies, procedures, and tools, and provide you with a detailed outline of potential areas of risk for your business. Ongoing ITAM Solutions: If you want to ensure consistent visibility into your IT assets, CDW can work with you to provide long-term guidance and customized ITAM support services to drive improvement throughout your ITAM journey. Technology Solutions: Our partnerships with industry-leading vendors – Including Certero, Flexera, ServiceNow, Snow, and Zylo – enable us to match Sourcewell Members with the technology solution that best fits their ITAM goals and environment. These solutions in turn deliver accurate inventory data using standardized platforms to empower better decision-making.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	(•) Yes ( ) No	Datacenter migrations and shutdowns are not a one-size-fits-all solution, as each customer and data center project have unique business requirements and processes. These business objectives drive the assessment, planning, and execution phases of CDW's Data Center Migration Services, helping to ensure effectiveness and minimize impact to business operations. Our Data Center team leverages experience and expertise to provide an overall solution designed to move or decommission workloads efficiently. Offered as part of CDW Lifecycle Refresh Services, specific datacenter decommissioning services address planning and valuation, data shredding and wiping, de-racking, de-cabling, and de-powering and include: Removal and safe disposal of retired assets Field technicians for proper de-install Packing and palletization assistance Secure transport and chain of custody Audit of assets with detailed reporting Certified Data Erasure/Destruction services (NIST 800-88 Standard) Electronics recycling

97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	(•) Yes ( ) No	How We Work with our ITAD Partners CDW ITAD Services help customers manage end-of-product-lifecycles and safely, securely, and cost-effectively dispose of old equipment. ITAD includes device wiping, removal, evaluation, and recycling. Proper ITAD involves completely wiping devices of sensitive data and environmentally responsible recycling and disposal of e-waste. ITAD helps shield customers from the inherent financial, legal, and environmental risks associated with IT equipment retirement and disposal. Working with their segment-specific, dedicated account teams, customers simply submit a request, and we initiate and oversee equipment removal, audit, test, and wipe for all devices. On completion, customers receive a complete, detailed report that includes a buyback rebate on your CDW•G account for any devices of value. CDW ITAD Services accepts servers, networking equipment, storage devices, laptops, desktops, displays, printers, Chromebooks, smartphones, and tablets. A Full Lifecycle Refresh Solution CDW Lifecycle Refresh Services eliminate the risk in disposing of old IT equipment. Our ITAD Services include: Removal and safe disposal of retired assets Field technicians for proper de-install Packing and palletization assistance Secure transport and chain of custody Audit of assets with detailed reporting Certified Data Erasure/Destruction services (NIST 800-88 Standard) Electronics recycling

Table 17B: Category 3 - Industry Specific Questions

Table 17B: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	International Organization for Standardization (ISO) certified since 2001, CDW has a mature, well-defined Quality Management Systems that include continued compliance to the following relevant ISO Standards: ISO 9001 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. In addition, our delivery partners also hold NAID AAA, e-Stewards, and i-SIGMA certifications.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	As part of compliance with government and industry requirements, CDW•G adheres to various standards which includes NIST Special Publication 800-88 (NIST SP 800-88), Guidelines for Media Sanitization.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - CDW_Financial Strength and Stability.pdf - Sunday December 17, 2023 10:38:44
- Marketing Plan/Samples - CDW_Marketing Plan Samples.pdf - Sunday December 17, 2023 10:40:58
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - CDW_Requested Exceptions.pdf - Monday December 18, 2023 11:19:14
- Upload Additional Document - CDW_Upload Additional Documents.pdf - Monday December 18, 2023 10:41:10
- Pricing - Category 1 - CDW US and Canada Pricing Category 1.xlsx - Sunday December 17, 2023 10:43:49
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Hutchins, VP, Strategic Programs, CDW Government LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☑	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☑	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☑	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☑	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☑	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☑	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☑	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☑	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☑	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☑	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☑	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☑	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☑	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☑	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☑	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☑	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☑	1

MEMORANDUM

DATE:	May 4, 2026
FROM:	Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT:	Resolution Authorizing an Agreement with Strand Associates, Inc. to Provide Construction Engineering Inspections for the Wheeling Road and Palatine Frontage Road Watermain Project in an Amount Not to Exceed $234,650
DOLLAR AMOUNT:	$234,650
BUDGETED:	Yes
BUDGET SOURCE:	Water Capital Improvement Funds
RECOMMENDED ACTION:	Approve
STRATEGIC PLAN THEME:	Transportation & Infrastructure

EXECUTIVE SUMMARY

This resolution approves a $234,650 professional services agreement with Strand Associates, Inc. to provide construction engineering inspections for the Wheeling Road and Palatine Frontage Road Watermain Project. As a result of this project, 7,600 feet of watermain will be replaced from Hintz Road to Abbott Drive.

MEMO

Background:

As a part of the Village's ongoing watermain replacement program, staff identifies watermains for replacement based on age, condition, and repair history, and has selected the watermains along Palatine Frontage Road and Wheeling Road for replacement in 2026. The Village is also planning to reconstruct Wheeling Road in the near future, and therefore plans to replace segments of this main prior to the roadway reconstruction.

Discussion:

Public Works personnel do not have the ability to perform all required engineering inspection services necessary for the numerous projects contracted during a given fiscal year. Strand Associates, Inc. designed this project and is currently performing similar services for the Milwaukee Avenue Watermain Project.

Staff anticipates that this project will begin this summer and will be completed in November. The project will impact traffic during construction, and staff will ensure that all affected residents and businesses are notified in a timely manner.

Budget:

Water Capital improvement Funds in the amount of $310,000 are budgeted for these services during FY2026.

RESOLUTION NO. 26- _____

RESOLUTION AUTHORIZING AN AGREEMENT WITH STRAND ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ENGINEERING INSPECTIONS FOR THE WHEELING ROAD AND PALATINE FRONTAGE ROAD WATERMAIN PROJECT IN AN AMOUNT NOT TO EXCEED $234,650

WHEREAS, the Wheeling Road and Palatine Frontage Road Watermain Project will replace 7,600 feet of watermain from Hintz Road to Abbott Drive; and

WHEREAS, given the extensive and complicated scope of work for these improvements, Public Works staff has determined that it is necessary to retain a qualified consulting firm to provide construction supervision for the specified improvements; and

WHEREAS, Strand Associates, Inc. designed this project, and Public Works staff is confident in their engineers' abilities to perform the associated construction engineering services; and

WHEREAS, it is in the best interest of the Village to accept the submitted construction engineering services agreement with Strand Associates, Inc. for the Wheeling Road and Palatine Frontage Road Watermain Project;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Manager is hereby authorized and directed to execute an agreement with Strand Associates, Inc. for construction engineering services for the Wheeling Road and Palatine Frontage Road Watermain Project in an amount not to exceed $234,650.

Trustee _____ moved, second by Trustee _____,

that Resolution No. 26- _____ be adopted.

President Horcher	_____		
Trustee Krueger	_____	Trustee Ruffatto	_____
Trustee Lang	_____	Trustee Vito	_____
Trustee Papantos	_____	Trustee Vogel	_____

ADOPTED this 4th day of May 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

_____
Patrick Horcher, Village President

ATTEST:

_____
Kathryn M. Brady, Village Clerk

Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com

April 10, 2026

Village of Wheeling
Two Community Boulevard
Wheeling, IL 60090

Attention: Mr. Kyle Goetzelmann, P.E., Civil Engineer

Re: Agreement for Construction-Related Services
Wheeling Road and Palatine Frontage Road Water Main Project

This is an Agreement between the Village of Wheeling, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide Construction-Related Services (Services) for the Wheeling Road and Palatine Frontage Road Water Main Project designed by ENGINEER. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

1. Provide construction contract administration Services including attendance at a preconstruction conference, review of up to two iterations of contractor's shop drawing submittals, review of up to five periodic pay requests and two change order requests from the contractor, attendance at up to five construction progress meetings, and participation in project closeout.

2. Provide a resident project representative (RPR) for construction observation based on an anticipated construction period of up to five months. Part-time RPR Services (up to 20 hours per week) will be provided during two weeks of startup and two weeks of closeout, with up to 17 weeks of full-time RPR Services (up to 45 hours per week) in between.

3. Provide construction material testing services via a geotechnical engineering subconsultant to review whether materials generally conform with the Contract Documents. Construction testing services will include the following:

    a. Concrete air, slump, and strength tests for the concrete patches, curb and gutter, driveways, and sidewalks.

    b. Sampling and testing for density and moisture content of backfill.

    c. Spot compaction testing of trench backfill for open cut portions of the water main.

    d. Compaction of hot-mix asphalt.

4. Attend and prepare for a project completion walkthrough with the Illinois Department of Transportation.

5. Perform a final completion site review with OWNER and the contractor to close out the project.

6. Perform a substantial completion site review with OWNER and contractor. Prepare a list of items to be completed or corrected and provide to OWNER and the contractor.

7. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement.

1. Additional and Extended Services during construction made necessary by:
   a. Work damaged by fire or other cause during construction.
   b. A significant amount of defective or neglected work of any contractor.
   c. Prolongation of the time of the construction contract.
   d. Default by contractor under the construction contract.

2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.

3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.

4. Bidding Alternatives and Bid Phasing: Any services involved in providing bidding alternatives or bidding phases.

5. Bidding-Related Services: Any services involved in performing bidding-related services.

6. Drawings and Specifications: Design services including drawings and specifications.

7. Flood Studies: Any services involved in performing flood and floodway studies.

8. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for the project.

9. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.

10. Review of Product Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products. ENGINEER's cost for such evaluations is not included.

11. Revising Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.

12. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids.

13. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil

or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

14. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Agreement. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

Compensation

OWNER shall compensate ENGINEER for Services under this Agreement on an hourly rate basis plus expenses a not-to-exceed fee of $234,650.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, and electronic communication will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The not-to-exceed fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the not-to-exceed fee that reflects any wage scale adjustments made.

The not-to-exceed fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of April 13, 2026. Services are scheduled for completion on November 30, 2026.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under 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.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.

2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and

laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.

4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.

5. Provide all legal services as may be required for the development of this project.

6. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.

7. Pay all permit and plan review fees payable to regulatory agencies.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to

this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:		OWNER:	
STRAND ASSOCIATES, INC.®		VILLAGE OF WHEELING, ILLINOIS	
Joseph M. Bunker Corporate Secretary	Date	Jon Sfondilis Village Manager	Date

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MEMORANDUM

DATE:	May 4, 2026
FROM:	Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT:	Resolution Approving a Contract With IHC Construction Companies, LLC for the Wheeling Road and Palatine Frontage Road Watermain Project in the Amount of $4,426,078 in FY 2026
DOLLAR AMOUNT:	$4,426,078
BUDGETED:	Yes
BUDGET SOURCE:	Water Capital Improvement Funds and Sanitary Sewer Capital Improvement Funds
RECOMMENDED ACTION:	Approve
STRATEGIC PLAN THEME:	Transportation & Infrastructure

EXECUTIVE SUMMARY

This resolution approves the attached $4,426,078 contract with IHC Construction Companies, LLC for the Wheeling Road and Palatine Frontage Road Watermain Project. This project will replace 7,600 feet of watermain from Hintz Road to Abbott Drive.

MEMO

Background:

As a part of the Village's ongoing watermain replacement program, staff identifies watermains for replacement based on age, condition, and repair history, and has selected the watermains along Palatine Frontage Road and Wheeling Road for replacement in 2026. The Village is also planning to reconstruct Wheeling Road in the near future, and therefore plans to replace segments of this main prior to the roadway reconstruction.

Discussion:

Staff advertised a call for public bids in March, and received and opened five bids on April 9, 2026. A review by staff and the consulting engineer for the project determined IHC Construction Companies, LLC to be the lowest cost qualified and responsible bidder meeting all contract requirements, with a bid of $4,426,078. IHC Construction Companies specializes in watermain construction and is capable of completing this project in a timely manner. IHC Construction Companies submitted the second-lowest bid for this project; review by staff and the consulting engineer and discussion with the lowest bidder determined that the lowest bidder is not capable of completing the project for the amount bid.

This construction contract will involve the replacement of watermain via Horizontal Directional Drilling (HDD) and open cut, pavement patching, new fire hydrants, and all appurtenant construction to complete these improvements.

The Village's engineering consultant, Strand Associates, Inc., provided design and construction documents and will manage the construction engineering. Staff requested a review of the unit costs due to the lowest qualified bid being significantly more costly than anticipated based on Strand's engineering probable cost estimate. Strand's assessment concluded that design additions and increased material and labor costs are the primary drivers of the increased costs, as described in their attached letter. Because the lowest qualified bid is in line with current estimates of this project's value, staff recommends proceeding with the project by awarding it to IHC Construction. The project will likely begin in June 2026 and be completed by November 2026. This project will impact local traffic on Wheeling Road throughout the project.

Budget:

The FY 2026 budget for this project includes $3,700,000 in Water Capital Improvement Funds and $100,000 in Sanitary Sewer Capital Improvement Funds, for a total of $3,800,000. The overage will be paid from the Water Capital Improvement Fund.

Strategic Plan Theme:

RESOLUTION NO. 26- _____

RESOLUTION APPROVING A CONTRACT WITH IHC CONSTRUCTION COMPANIES, LLC FOR THE WHEELING ROAD AND PALATINE FRONTAGE ROAD WATERMAIN PROJECT IN THE AMOUNT OF $4,426,078 IN FY 2026

WHEREAS, the Village's 2026 Budget includes Water and Sanitary Sewer Capital Improvement Funds allocated for the proposed Wheeling Road and Palatine Frontage Road Water Main Project; and

WHEREAS, on April 9, 2026, the Village received and opened five (5) qualified bid proposals for this project, ranging in prices between $3.612 million and $5.160 million; and

WHEREAS, Contractor Strand Associates, Inc. and Public Works personnel reviewed the five (5) bid proposals and determined IHC Construction Companies, LLC to be the lowest-cost qualified and responsible bidder meeting all contract requirements; and

WHEREAS, it is in the best interest of the Village of Wheeling to accept the attached contract from IHC Construction Companies, LLC for the Wheeling Road and Palatine Frontage Road Water Main Project;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President is hereby authorized and directed to execute a contract with IHC Construction Companies, LLC for the Wheeling Road and Palatine Frontage Road Watermain Project in the amount of $4,426,078 in accordance with the unit prices in the bid proposal dated April 9, 2026 as attached hereto.

Trustee _____ moved, second by Trustee _____, that Resolution No. 26- _____ be adopted.

President Horcher	_____		
Trustee Krueger	_____	Trustee Ruffatto	_____
Trustee Lang	_____	Trustee Vito	_____
Trustee Papantos	_____	Trustee Vogel	_____

ADOPTED this 4th day of May 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

_____
Patrick Horcher, Village President

ATTEST:

_____
Kathryn M. Brady, Village Clerk

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com

April 28, 2026

Mr. Kyle Goetzelmann, P.E., Village Engineer
Village of Wheeling
Two Community Boulevard
Wheeling, IL 60090

Re: Wheeling Road and Palatine Frontage Road Water Main Improvements
Contract 1-2025
Village of Wheeling, Illinois

Dear Mr. Goetzelmann:

Bids for the above-referenced Project were opened on April 9, 2026. Five Bids were received with the resulting Bid tabulation enclosed. The lowest Bid was withdrawn by the bidder, Everlast Blacktop, Inc.

IHC Construction Company, LLC of Elgin, Illinois, is now the apparent low Bidder at $4,426,078.00. The Bid included a Bid Bond for 10 percent and Addendum No. 1 was acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with IHC Construction Company, LLC on projects for the Forest Preserve District of DuPage County.

If you determine that IHC Construction Company, LLC is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with the Consideration of Proposals section of the General Terms, Conditions & Instructions.

Sincerely,

STRAND ASSOCIATES, INC.®

Matthew J. Lichtenwalter

Enclosure

Wheeling Road and Palatine Frontage Road Water Main Improvements (#9971339)
Owner: Village of Wheeling
Solicitor: Village of Wheeling
04/09/2026 11:00 AM CDT

Revised 4/21/26

					Everlast Blacktop Inc *		IHC Construction Co. LLC		Martam Construction, Inc.		Joel Kennedy Constructing Corp		Bolder Contractors	
Section Title	Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid						$3,520,363.36		$4,334,078.00		$4,364,890.00		$4,435,331.00		$5,068,895.00
	1	Preconstruction Video	LSUM	1	$1,194.39	$1,194.39	$5,000.00	$5,000.00	$5,500.00	$5,500.00	$3,000.00	$3,000.00	$100.00	$100.00
	2	Traffic Control-Wheeling Road	LSUM	1	$54,539.28	$54,539.28	$55,000.00	$55,000.00	$180,000.00	$180,000.00	$375,000.00	$375,000.00	$270,000.00	$270,000.00
	3	Traffic Control-Palatine Frontage Road	LSUM	1	$8,207.98	$8,207.98	$9,500.00	$9,500.00	$18,000.00	$18,000.00	$40,000.00	$40,000.00	$150,000.00	$150,000.00
	4	Traffic Control-Hintz Road	LSUM	1	$273.60	$273.60	$500.00	$500.00	$8,500.00	$8,500.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
	5	Temporary Concrete Barrier	LF	186	$16.11	$2,996.46	$85.00	$15,810.00	$70.00	$13,020.00	$90.00	$16,740.00	$75.00	$13,950.00
	6	Impact Attenuators, Temporary Test Level 2	EA	4	$8,711.02	$34,844.08	$6,000.00	$24,000.00	$6,500.00	$26,000.00	$5,500.00	$22,000.00	$6,000.00	$24,000.00
	7	Trench Backfill	CY	1,148	$100.56	$115,442.88	$50.00	$57,400.00	$72.00	$82,656.00	$1.00	$1,148.00	$70.00	$80,360.00
	8	Pavement Removal	SY	943	$148.64	$140,167.52	$1.00	$943.00	$33.00	$31,119.00	$20.00	$18,860.00	$14.00	$13,202.00
	9	Sidewalk Removal	SF	475	$7.60	$3,610.00	$1.00	$475.00	$3.00	$1,425.00	$2.50	$1,187.50	$4.00	$1,900.00
	10	Combination Concrete Curb and Gutter Removal	LF	349	$21.11	$7,367.39	$1.00	$349.00	$12.00	$4,188.00	$8.50	$2,966.50	$15.00	$5,235.00
	11	Driveway Pavement Removal	SY	47	$25.90	$1,217.30	$1.00	$47.00	$24.00	$1,128.00	$22.00	$1,034.00	$25.00	$1,175.00
	12	Structure to be Removed	EA	12	$2,555.52	$30,666.24	$2,900.00	$34,800.00	$680.00	$8,160.00	$500.00	$6,000.00	$1,200.00	$14,400.00
	13	Structure to be Retired	EA	27	$3,377.89	$91,203.03	$2,900.00	$78,300.00	$620.00	$16,740.00	$750.00	$20,250.00	$800.00	$21,600.00
	14	Valve Vault to be Adjusted	EA	1	$732.75	$732.75	$1,000.00	$1,000.00	$680.00	$680.00	$1,200.00	$1,200.00	$1,600.00	$1,600.00
	15	Water Main to be Retired and filled with flow-able fill, 8"	LF	2,240	$4.84	$10,841.60	$10.00	$22,400.00	$11.00	$24,640.00	$12.00	$26,880.00	$15.00	$33,600.00
	16	Valve Box to be Removed	EA	22	$1,212.44	$26,673.68	$450.00	$9,900.00	$220.00	$4,840.00	$300.00	$6,600.00	$300.00	$6,600.00
	17	Fire Hydrant to be Removed	EA	22	$2,384.57	$52,460.54	$3,500.00	$77,000.00	$980.00	$21,560.00	$500.00	$11,000.00	$1,200.00	$26,400.00
	18	Inlet Filters	EA	54	$256.82	$13,868.28	$280.00	$15,120.00	$250.00	$13,500.00	$300.00	$16,200.00	$50.00	$2,700.00
	19	Tree Trunk Protection	EA	17	$183.36	$3,117.12	$375.00	$6,375.00	$260.00	$4,420.00	$300.00	$5,100.00	$200.00	$3,400.00
	20	Portland Cement Concrete Sidewalk 5 Inch	SF	475	$13.11	$6,227.25	$30.00	$14,250.00	$18.00	$8,550.00	$25.00	$11,875.00	$25.00	$11,875.00
	21	Detectable Warnings	SF	20	$69.79	$1,395.80	$55.00	$1,100.00	$52.00	$1,040.00	$50.00	$1,000.00	$50.00	$1,000.00
	22	Restoration, Seed Class 1	LS	1	$39,291.27	$39,291.27	$50,000.00	$50,000.00	$40,000.00	$40,000.00	$80,000.00	$80,000.00	$50,000.00	$50,000.00
	23	Hot-Mix Asphalt Driveway Pavement, 8-IN	SY	47	$121.38	$5,704.86	$175.00	$8,225.00	$116.00	$5,452.00	$160.00	$7,520.00	$150.00	$7,050.00
	24	Class D Patches, 10-IN	SY	907	$81.62	$74,029.34	$140.00	$126,980.00	$167.00	$151,469.00	$150.00	$136,050.00	$140.00	$126,980.00
	25	Class B Patches, 10-IN	SY	10	$935.81	$9,358.10	$560.00	$5,600.00	$685.00	$6,850.00	$250.00	$2,500.00	$300.00	$3,000.00
	26	Combination Concrete Curb and Gutter, Type B-6.12	FT	55	$89.20	$4,906.00	$110.00	$6,050.00	$64.00	$3,520.00	$80.00	$4,400.00	$110.00	$6,050.00
	27	Combination Concrete Curb and Gutter, Type B-6.24	FT	294	$78.80	$23,167.20	$110.00	$32,340.00	$68.00	$19,992.00	$85.00	$24,990.00	$120.00	$35,280.00
	28	Thermoplastic Pavement Marking - Line 4"	FT	320	$13.41	$4,291.20	$30.00	$9,600.00	$18.00	$5,760.00	$16.00	$5,120.00	$15.00	$4,800.00
	29	Ductile Iron Water Main, 4", Open Cut	LF	33	$206.81	$6,824.73	$425.00	$14,025.00	$366.00	$12,078.00	$220.00	$7,260.00	$330.00	$10,890.00
	30	Ductile Iron Water Main, 6", Open Cut	LF	337	$142.14	$47,901.18	$525.00	$176,925.00	$233.00	$78,521.00	$50.00	$16,850.00	$330.00	$111,210.00
	31	Ductile Iron Water Main, 8", Open Cut	LF	184	$188.06	$34,603.04	$575.00	$105,800.00	$255.00	$46,920.00	$245.00	$45,080.00	$340.00	$62,560.00
	32	Ductile Iron Water Main, 10", Open Cut	LF	65	$221.58	$14,402.70	$725.00	$47,125.00	$296.00	$19,240.00	$248.00	$16,120.00	$350.00	$22,750.00
	33	Ductile Iron Water Main, 12", Open Cut	LF	837	$269.02	$225,169.74	$450.00	$376,650.00	$290.00	$242,730.00	$250.00	$209,250.00	$362.00	$302,994.00
	34	Ductile Iron Water Main, 12", Horizontal Directional Drilled	LF	7,007	$248.15	$1,738,787.05	$299.00	$2,095,093.00	$326.00	$2,284,282.00	$250.00	$1,751,750.00	$362.00	$2,536,534.00
	35	Connections to Existing Water Main	EA	8	$3,666.60	$29,332.80	$3,800.00	$30,400.00	$4,260.00	$34,080.00	$12,000.00	$96,000.00	$6,000.00	$48,000.00
	36	20" x 12" Pressure Connection	EA	1	$15,255.90	$15,255.90	$17,000.00	$17,000.00	$22,680.00	$22,680.00	$25,000.00	$25,000.00	$20,000.00	$20,000.00
	37	4" Gate Valve	EA	2	$1,770.85	$3,541.70	$3,500.00	$7,000.00	$2,240.00	$4,480.00	$3,500.00	$7,000.00	$4,500.00	$9,000.00
	38	6" Gate Valve	EA	3	$2,095.62	$6,286.86	$3,600.00	$10,800.00	$2,680.00	$8,040.00	$4,000.00	$12,000.00	$4,800.00	$14,400.00
	39	8" Gate Valve	EA	8	$2,947.00	$23,576.00	$4,300.00	$34,400.00	$3,690.00	$29,520.00	$5,000.00	$40,000.00	$5,500.00	$44,000.00
	40	10" Gate Valve	EA	4	$4,827.83	$19,311.32	$5,400.00	$21,600.00	$4,890.00	$19,560.00	$6,000.00	$24,000.00	$6,600.00	$26,400.00
	41	12" Gate Valve	EA	12	$5,812.79	$69,753.48	$6,100.00	$73,200.00	$6,160.00	$73,920.00	$7,000.00	$84,000.00	$7,400.00	$88,800.00
	42	Valve Vault, Type A, Type 1 Frame, 4'-Diameter	EA	11	$4,244.30	$46,687.30	$5,800.00	$63,800.00	$5,120.00	$56,320.00	$13,000.00	$143,000.00	$5,200.00	$57,200.00
	43	Valve Vault, Type A, Type 1 Frame, 5'-Diameter	EA	16	$6,330.71	$101,291.36	$6,400.00	$102,400.00	$6,760.00	$108,160.00	$15,000.00	$240,000.00	$6,500.00	$104,000.00
	44	Valve Vault, Type A, Type 1 Frame, 6'-Diameter	EA	1	$10,220.48	$10,220.48	$8,800.00	$8,800.00	$9,640.00	$9,640.00	$18,000.00	$18,000.00	$8,500.00	$8,500.00
	45	Fire Hydrant with Auxiliary Valve and Valve Box	EA	25	$9,680.02	$242,000.50	$14,000.00	$350,000.00	$10,860.00	$271,500.00	$20,000.00	$500,000.00	$13,000.00	$325,000.00
	46	Water Service 1.5-Inch, Short	EA	1	$7,983.08	$7,983.08	$5,300.00	$5,300.00	$7,460.00	$7,460.00	$10,000.00	$10,000.00	$8,500.00	$8,500.00

	47 Water Service 2-Inch, Short	EA	1	$9,590.65	$9,590.65	$6,700.00	$6,700.00	$12,860.00	$12,860.00	$13,000.00	$13,000.00	$9,200.00	$9,200.00
	48 Water Service 3-Inch, Short	EA	1	$13,439.87	$13,439.87	$10,300.00	$10,300.00	$18,810.00	$18,810.00	$16,000.00	$16,000.00	$10,700.00	$10,700.00
	49 Storm Sewers, Water Main Quality Pipe, 12-IN	LF	80	$108.95	$8,716.00	$210.00	$16,800.00	$198.00	$15,840.00	$280.00	$22,400.00	$220.00	$17,600.00
	50 Inlet, Type A, 2'-Diameter	EA	4	$2,128.04	$8,512.16	$1,800.00	$7,200.00	$3,160.00	$12,640.00	$5,000.00	$20,000.00	$3,200.00	$12,800.00
	51 Insertion Valve, 8-IN	EA	1	$10,152.37	$10,152.37	$16,000.00	$16,000.00	$11,460.00	$11,460.00	$16,000.00	$16,000.00	$14,000.00	$14,000.00
	52 Removal And Disposal of Unsuitable Material	CY	10	$550.67	$5,506.70	$570.00	$5,700.00	$88.00	$880.00	$190.00	$1,900.00	$80.00	$800.00
	53 Removal And Disposal of Non-CCDD Material	TON	20	$281.30	$5,626.00	$290.00	$5,800.00	$136.00	$2,720.00	$100.00	$2,000.00	$300.00	$6,000.00
	54 Excavation, Stockpiling, and Removal of Hazardous Waste	CY	20	$538.47	$10,769.40	$650.00	$13,000.00	$288.00	$5,760.00	$100.00	$2,000.00	$1,100.00	$22,000.00
	55 Foundation Material	CY	10	$553.00	$5,530.00	$510.00	$5,100.00	$122.00	$1,220.00	$210.00	$2,100.00	$80.00	$800.00
	56 Rock Excavation	CY	10	$1,089.39	$10,893.90	$870.00	$8,700.00	$486.00	$4,860.00	$1,600.00	$16,000.00	$300.00	$3,000.00
	57 Mobilization	LSUM	1	$20,901.95	$20,901.95	$30,396.00	$30,396.00	$240,000.00	$240,000.00	$225,000.00	$225,000.00	$250,000.00	$250,000.00
Contingency					$92,000.00		$92,000.00		$92,000.00		$92,000.00		$92,000.00
	58 IDOT Individual Utility Permit Bond Cash Allowance	LSUM	1	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
	59 Construction Contingency Cash Allowance	LSUM	1	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
	60 CCDOTH Individual Utlity Permit Bond Cash Allowance	LSUM	1	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
Base Bid Total:					$3,612,363.36		$4,426,078.00		$4,456,890.00		$4,527,331.00		$5,160,895.00

* Bid Withdrawn

Wheeling Road and Palatine Frontage Road Water Main Improvements (#9971339)																		
Owner: Village of Wheeling																		
Solicitor: Village of Wheeling																		
04/09/2026 11:00 AM CDT																		
						Engineer Estimate		Everlast Blacktop Inc		IHC Construction Co. LLC		Martam Construction, Inc.		Joel Kennedy Constructing Corp		Bolder Contractors	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid							$0.00										
	1	1	Preconstruction Video	LSUM	1			$1,194.39	$1,194.39	$5,000.00	$5,000.00	$5,500.00	$5,500.00	$3,000.00	$3,000.00	$100.00	$100.00
	2	2	Traffic Control-Wheeling Road	LSUM	1			$54,539.28	$54,539.28	$55,000.00	$55,000.00	$180,000.00	$180,000.00	$375,000.00	$375,000.00	$270,000.00	$270,000.00
	3	3	Traffic Control-Palatine Frontage Road	LSUM	1			$8,207.98	$8,207.98	$9,500.00	$9,500.00	$18,000.00	$18,000.00	$40,000.00	$40,000.00	$150,000.00	$150,000.00
	4	4	Traffic Control-Hintz Road	LSUM	1			$273.60	$273.60	$500.00	$500.00	$8,500.00	$8,500.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
	5	5	Temporary Concrete Barrier	LF	186			$16.11	$2,996.46	$85.00	$15,810.00	$70.00	$13,020.00	$90.00	$16,740.00	$75.00	$13,950.00
	6	6	Impact Attenuators, Temporary Test Level 2	EA	4			$8,711.02	$34,844.08	$6,000.00	$24,000.00	$6,500.00	$26,000.00	$5,500.00	$22,000.00	$6,000.00	$24,000.00
	7	7	Trench Backfill	CY	1148			$100.56	$115,442.88	$50.00	$57,400.00	$72.00	$82,656.00	$1.00	$1,148.00	$70.00	$80,360.00
	8	8	Pavement Removal	SY	943			$148.64	$140,167.52	$1.00	$943.00	$33.00	$31,119.00	$20.00	$18,860.00	$14.00	$13,202.00
	9	9	Sidewalk Removal	SF	475			$7.60	$3,610.00	$1.00	$475.00	$3.00	$1,425.00	$2.50	$1,187.50	$4.00	$1,900.00
	10	10	Combination Concrete Curb and Gutter Removal	LF	349			$21.11	$7,367.39	$1.00	$349.00	$12.00	$4,188.00	$8.50	$2,966.50	$15.00	$5,235.00
	11	11	Driveway Pavement Removal	SY	47			$25.90	$1,217.30	$1.00	$47.00	$24.00	$1,128.00	$22.00	$1,034.00	$25.00	$1,175.00
	12	12	Structure to be Removed	EA	12			$2,555.52	$30,666.24	$2,900.00	$34,800.00	$680.00	$8,160.00	$500.00	$6,000.00	$1,200.00	$14,400.00
	13	13	Structure to be Retired	EA	27			$3,377.89	$91,203.03	$2,900.00	$78,300.00	$620.00	$16,740.00	$750.00	$20,250.00	$800.00	$21,600.00
	14	14	Valve Vault to be Adjusted	EA	1			$732.75	$732.75	$1,000.00	$1,000.00	$680.00	$680.00	$1,200.00	$1,200.00	$1,600.00	$1,600.00
	15	15	Water Main to be Retired and filled with flow-able fill, 8"	LF	2240			$4.84	$10,841.60	$10.00	$22,400.00	$11.00	$24,640.00	$12.00	$26,880.00	$15.00	$33,600.00
	16	16	Valve Box to be Removed	EA	22			$1,212.44	$26,673.68	$450.00	$9,900.00	$220.00	$4,840.00	$300.00	$6,600.00	$300.00	$6,600.00
	17	17	Fire Hydrant to be Removed	EA	22			$2,384.57	$52,460.54	$3,500.00	$77,000.00	$980.00	$21,560.00	$500.00	$11,000.00	$1,200.00	$26,400.00
	18	18	Inlet Filters	EA	54			$256.82	$13,868.28	$280.00	$15,120.00	$250.00	$13,500.00	$300.00	$16,200.00	$50.00	$2,700.00
	19	19	Tree Trunk Protection	EA	17			$183.36	$3,117.12	$375.00	$6,375.00	$260.00	$4,420.00	$300.00	$5,100.00	$200.00	$3,400.00
	20	20	Portland Cement Concrete Sidewalk 5 Inch	SF	475			$13.11	$6,227.25	$30.00	$14,250.00	$18.00	$8,550.00	$25.00	$11,875.00	$25.00	$11,875.00
	21	21	Detectable Warnings	SF	20			$69.79	$1,395.80	$55.00	$1,100.00	$52.00	$1,040.00	$50.00	$1,000.00	$50.00	$1,000.00
	22	22	Restoration, Seed Class 1	LS	1			$39,291.27	$39,291.27	$50,000.00	$50,000.00	$40,000.00	$40,000.00	$80,000.00	$80,000.00	$50,000.00	$50,000.00
	23	23	Hot-Mix Asphalt Driveway Pavement, 8-IN	SY	47			$121.38	$5,704.86	$175.00	$8,225.00	$116.00	$5,452.00	$160.00	$7,520.00	$150.00	$7,050.00
	24	24	Class D Patches, 10-IN	SY	907			$81.62	$74,029.34	$140.00	$126,980.00	$167.00	$151,469.00	$150.00	$136,050.00	$140.00	$126,980.00
	25	25	Class B Patches, 10-IN	SY	10			$935.81	$9,358.10	$560.00	$5,600.00	$685.00	$6,850.00	$250.00	$2,500.00	$300.00	$3,000.00
	26	26	Combination Concrete Curb and Gutter, Type B-6.12	FT	55			$89.20	$4,906.00	$110.00	$6,050.00	$64.00	$3,520.00	$80.00	$4,400.00	$110.00	$6,050.00
	27	27	Combination Concrete Curb and Gutter, Type B-6.24	FT	294			$78.80	$23,167.20	$110.00	$32,340.00	$68.00	$19,992.00	$85.00	$24,990.00	$120.00	$35,280.00
	28	28	Thermoplastic Pavement Marking - Line 4"	FT	320			$13.41	$4,291.20	$30.00	$9,600.00	$18.00	$5,760.00	$16.00	$5,120.00	$15.00	$4,800.00
	29	29	Ductile Iron Water Main, 4", Open Cut	LF	33			$206.81	$6,824.73	$425.00	$14,025.00	$366.00	$12,078.00	$220.00	$7,260.00	$330.00	$10,890.00
	30	30	Ductile Iron Water Main, 6", Open Cut	LF	337			$142.14	$47,901.18	$525.00	$176,925.00	$233.00	$78,521.00	$50.00	$16,850.00	$330.00	$111,210.00
	31	31	Ductile Iron Water Main, 8", Open Cut	LF	184			$188.06	$34,603.04	$575.00	$105,800.00	$255.00	$46,920.00	$245.00	$45,080.00	$340.00	$62,560.00
	32	32	Ductile Iron Water Main, 10", Open Cut	LF	65			$221.58	$14,402.70	$725.00	$47,125.00	$296.00	$19,240.00	$248.00	$16,120.00	$350.00	$22,750.00
	33	33	Ductile Iron Water Main, 12", Open Cut	LF	837			$269.02	$225,169.74	$450.00	$376,650.00	$290.00	$242,730.00	$250.00	$209,250.00	$362.00	$302,994.00
	34	34	Ductile Iron Water Main, 12", Horizontal Directional Drilled	LF	7007			$248.15	$1,738,787.05	$299.00	$2,095,093.00	$326.00	$2,284,282.00	$250.00	$1,751,750.00	$362.00	$2,536,534.00
	35	35	Connections to Existing Water Main	EA	8			$3,666.60	$29,332.80	$3,800.00	$30,400.00	$4,260.00	$34,080.00	$12,000.00	$96,000.00	$6,000.00	$48,000.00
	36	36	20" x 12" Pressure Connection	EA	1			$15,255.90	$15,255.90	$17,000.00	$17,000.00	$22,680.00	$22,680.00	$25,000.00	$25,000.00	$20,000.00	$20,000.00
	37	37	4" Gate Valve	EA	2			$1,770.85	$3,541.70	$3,500.00	$7,000.00	$2,240.00	$4,480.00	$3,500.00	$7,000.00	$4,500.00	$9,000.00
	38	38	6" Gate Valve	EA	3			$2,095.62	$6,286.86	$3,600.00	$10,800.00	$2,680.00	$8,040.00	$4,000.00	$12,000.00	$4,800.00	$14,400.00
	39	39	8" Gate Valve	EA	8			$2,947.00	$23,576.00	$4,300.00	$34,400.00	$3,690.00	$29,520.00	$5,000.00	$40,000.00	$5,500.00	$44,000.00
	40	40	10" Gate Valve	EA	4			$4,827.83	$19,311.32	$5,400.00	$21,600.00	$4,890.00	$19,560.00	$6,000.00	$24,000.00	$6,600.00	$26,400.00
	41	41	12" Gate Valve	EA	12			$5,812.79	$69,753.48	$6,100.00	$73,200.00	$6,160.00	$73,920.00	$7,000.00	$84,000.00	$7,400.00	$88,800.00
	42	42	Valve Vault, Type A, Type 1 Frame, 4'-Diameter	EA	11			$4,244.30	$46,687.30	$5,800.00	$63,800.00	$5,120.00	$56,320.00	$13,000.00	$143,000.00	$5,200.00	$57,200.00
	43	43	Valve Vault, Type A, Type 1 Frame, 5'-Diameter	EA	16			$6,330.71	$101,291.36	$6,400.00	$102,400.00	$6,760.00	$108,160.00	$15,000.00	$240,000.00	$6,500.00	$104,000.00
	44	44	Valve Vault, Type A, Type 1 Frame, 6'-Diameter	EA	1			$10,220.48	$10,220.48	$8,800.00	$8,800.00	$9,640.00	$9,640.00	$18,000.00	$18,000.00	$8,500.00	$8,500.00
	45	45	Fire Hydrant with Auxiliary Valve and Valve Box	EA	25			$9,680.02	$242,000.50	$14,000.00	$350,000.00	$10,860.00	$271,500.00	$20,000.00	$500,000.00	$13,000.00	$325,000.00
	46	46	Water Service 1.5-Inch, Short	EA	1			$7,983.08	$7,983.08	$5,300.00	$5,300.00	$7,460.00	$7,460.00	$10,000.00	$10,000.00	$8,500.00	$8,500.00
	47	47	Water Service 2-Inch, Short	EA	1			$9,590.65	$9,590.65	$6,700.00	$6,700.00	$12,860.00	$12,860.00	$13,000.00	$13,000.00	$9,200.00	$9,200.00
	48	48	Water Service 3-Inch, Short	EA	1			$13,439.87	$13,439.87	$10,300.00	$10,300.00	$18,810.00	$18,810.00	$16,000.00	$16,000.00	$10,700.00	$10,700.00
	49	49	Storm Sewers, Water Main Quality Pipe, 12-IN	LF	80			$108.95	$8,716.00	$210.00	$16,800.00	$198.00	$15,840.00	$280.00	$22,400.00	$220.00	$17,600.00
	50	50	Inlet, Type A, 2'-Diameter	EA	4			$2,128.04	$8,512.16	$1,800.00	$7,200.00	$3,160.00	$12,640.00	$5,000.00	$20,000.00	$3,200.00	$12,800.00
	51	51	Insertion Valve, 8-IN	EA	1			$10,152.37	$10,152.37	$16,000.00	$16,000.00	$11,460.00	$11,460.00	$16,000.00	$16,000.00	$14,000.00	$14,000.00
	52	52	Removal And Disposal of Unsuitable Material	CY	10			$550.67	$5,506.70	$570.00	$5,700.00	$88.00	$880.00	$190.00	$1,900.00	$80.00	$800.00
	53	53	Removal And Disposal of Non-CCDD Material	TON	20			$281.30	$5,626.00	$290.00	$5,800.00	$136.00	$2,720.00	$100.00	$2,000.00	$300.00	$6,000.00
	54	54	Excavation, Stockpiling, and Removal of Hazardous Waste	CY	20			$538.47	$10,769.40	$650.00	$13,000.00	$288.00	$5,760.00	$100.00	$2,000.00	$1,100.00	$22,000.00
	55	55	Foundation Material	CY	10			$553.00	$5,530.00	$510.00	$5,100.00	$122.00	$1,220.00	$210.00	$2,100.00	$80.00	$800.00
	56	56	Rock Excavation	CY	10			$1,089.39	$10,893.90	$870.00	$8,700.00	$486.00	$4,860.00	$1,600.00	$16,000.00	$300.00	$3,000.00
	57	57	Mobilization	LSUM	1			$20,901.95	$20,901.95	$30,396.00	$30,396.00	$240,000.00	$240,000.00	$225,000.00	$225,000.00	$250,000.00	$250,000.00
Contingency											$0.00				$0.00		$0.00
	58	56	IDOT Individual Utility Permit Bond Cash Allowance	LSUM	1	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
	59	57	Construction Contingency Cash Allowance	LSUM	1	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
	60	60	CCDOTH Individual Utility Permit Bond Cash Allowance	LSUM	1	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
Base Bid Total:							$92,000.00		**$3,612,363.36**		**$4,426,078.00**		**$4,456,890.00**		**$4,527,331.00**		**$5,160,895.00**

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com

April 29, 2026

Mr. Kyle Goetzelmann, P.E., Village Engineer
Village of Wheeling
Two Community Boulevard
Wheeling, IL 60090

Re: Wheeling Road and Palatine Frontage Road Water Main Improvements
Contract 1-2025
Village of Wheeling, Illinois (Village)

Dear Mr. Goetzelmann:

Bids for the above-referenced Project were opened on April 9, 2026, with the apparent low Bid of $4,426,078 being higher than the Village budget of $3,876,000. Following is Strand Associates, Inc.®'s (Strand) of the apparent low Bid compared to the Village budget.

The Village budget was established based on preliminary engineering and Strand's Final Basis of Design letter dated January 24, 2025. From that date, engineering was progressed through final engineering, which resulted in several design changes that added to the project cost. Among those changes, the Illinois Department of Transportation required the old water main be filled with flowable fill and additional traffic control measures provided along Palatine Road and at the Wheeling Road intersection. Additionally, final main layout and connections to existing mains added six valves, five fire hydrants, and increased pavement patching quantities by 100 percent. These items represent approximately $290,000 in cost increases.

Construction cost indices reveal infrastructure construction costs have increased more than 4 percent since January 2025, representing a $170,000 cost increase, which does not take into account current oil price escalation and labor increases that likely also impacted the project Bid.

The most telling of the project cost indicators is in comparison of the unit price for the water main itself. Preliminary engineering was based on recent projects at $225 and $250 per foot for open cut and directional drilled water main, respectively. The apparent low Bid was $450 and $299 per foot, respectively. That was a 27 percent increase from preliminary engineering to apparent low Bid.

Please call 815-744-4200 if there are any questions or additional information is needed.

Sincerely,

STRAND ASSOCIATES, INC.®

Michael R. Waldron, P.E.

MJL:MRW:amm\6588.009\\S:\JOL\6500--6599\6588\009\Bidding\After Action Letter\26-04-29.Wheeling_Palatine-Wheeling Road Water Main Bid Evaluation.docx

MEMORANDUM

DATE:	May 4, 2026
FROM:	Leonard Becker, Economic Development Director
SUBJECT:	Resolution Amending Resolution 26-033 Consenting to a Cook County Class 6b Property Tax Classification for the Property Located at 2281 South Foster Avenue (2281 Foster, LLC) in the Village of Wheeling, Illinois
DOLLAR AMOUNT:	N/A
BUDGETED:	No
BUDGET SOURCE:	N/A
RECOMMENDED ACTION:	Approval
STRATEGIC PLAN THEME:	Economic Development

EXECUTIVE SUMMARY

Petitioner 2281 Foster, LLC has submitted a request for an amendment to a previously-approved resolution consenting to a Class 6b Real Estate Property Tax Classification for the property located at 2281 South Foster Avenue. Cook County has notified the petitioner that in order to file this 6b application, the Village Board must approve a technical amendment to the previously-adopted Resolution 26-033 to include the designation of “special circumstances.”

MEMO

Background

On February 2, 2026, the Village Board unanimously approved Resolution 26-033 consenting to a Cook County Class 6b Real Estate Tax Assessment Classification for the property at 2281 South Foster Avenue. The petitioner has since purchased the property and is in the process of making improvements to accommodate its tenant, Harrison’s Poultry Farm. A review by Cook County staff determined that a technical amendment is required to add the designation of “special circumstances” to Resolution 26-033 to confirm eligibility for the Class 6b Classification. This designation relates to the length of time a property has been vacant prior to purchase by a new owner; if the property has been vacant for fewer than 12 months, the resolution consenting to the Class 6b must include a “special circumstances” designation. Although the petitioner had reason to believe the property had been vacant for more than 12 months prior to purchase, Cook County staff determined that the property had only been vacant for 38 days. Therefore, a technical amendment is required to add “special circumstances” to the 6b designation.

Class 6b Classification

All financial impacts and benefits of the Class 6b incentive described at the time of the Village Board's consideration of the original resolution consenting to this request remain unchanged, as this amendment is strictly technical in nature.

RESOLUTION No. 26 - _____

RESOLUTION AMENDING RESOLUTION 26-033 CONSENTING TO A COOK COUNTY CLASS 6B PROPERTY TAX CLASSIFICATION FOR THE PROPERTY LOCATED AT 2281 FOSTER AVENUE (2281 FOSTER, LLC) IN THE VILLAGE OF WHEELING, ILLINOIS

WHEREAS, the Village of Wheeling (the "Village") desires to promote and preserve industrial uses in the Village; and

WHEREAS, the Cook County Assessor is operating under the Cook County Real Property Classification Ordinance (the "Ordinance") enacted by the Cook County Board of Commissioners, as amended from time to time, which provides industrial property owners, in certain cases, with a reduction in the assessed valuation of an industrial facility, in order to induce companies to locate or remain in Cook County; and

WHEREAS, 2281 Foster, LLC (the "Petitioner") has applied for a Class 6b Classification under the Ordinance, and has proven to the President and Board of Trustees of the Village (the "Village Board") that such Class 6b Classification is necessary to encourage occupancy of the specific real estate identified below (the "Subject Property") with the application category of Reoccupation of Abandoned Property with Special Circumstances and Substantial Rehabilitation and has determined that industrial use of the Subject Property is necessary and beneficial to the local economy; and

WHEREAS, an Economic Disclosure Statement has been received and filed by the Village of Wheeling; and

WHEREAS, the Petitioner intends to engage in substantial rehabilitation and will re-occupy the Subject Property for warehousing, production, distribution, headquarters, and sales operations; and

WHEREAS, the Petitioner plans to invest over $2,500,000 to purchase the Subject Property and upgrade the facility to support USDA-Certified meat processing, cold storage, and distribution, including upgrading the interior of the property; and

WHEREAS, the Village Board supports and consents to the filing of a Class 6b Classification application by the Petitioner, with the understanding that any occupant of the Subject Property must meet the Class 6b Classification qualifications; and

WHEREAS, the Village Board has determined that the granting of a Class 6b Classification to the Petitioner, for the Subject Property, for purposes of special circumstances would be beneficial to the Village; and

WHEREAS, on February 6, 2026, the Village passed Resolution 26-033 supporting and approving the Class 6b Classification for the Subject Property; and

WHEREAS, after approval, a review by Cook County determined that Resolution 26-033 omits a finding of special circumstances required for eligibility for the Class 6b Classification; and

WHEREAS, this Resolution amends Resolution 26-033 to assert that special circumstances exist, including re-occupancy and substantial rehabilitation of the Subject Property, justifying the finding that the Subject Property is abandoned;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, AS FOLLOWS:

SECTION 1: ELIGIBILITY. The request of the Petitioner to have the Subject Property declared eligible for Class 6b Classification under the Ordinance is hereby granted, in that the Village Board has determined that the incentive provided by the said Class 6b Classification is necessary for the occupancy of the Subject Property.

SECTION 2: CONDITIONS. The Village's support and consent to the Class 6b Classification are subject to and contingent upon the conditions, restrictions, and provisions set forth in this Section:

A. The Petitioner shall obtain all necessary building and/or construction-related permits from the Village for the construction of the Proposed Improvements.

B. The Subject Property shall be re-occupied, operated, and maintained at all times in compliance with the applicable codes and ordinances of the Village.

C. All work performed on the Proposed Development must be conducted in a good and workmanlike manner, with due dispatch, and within any deadlines provided pursuant to this Agreement or set forth in the Village Code.

D. The total construction value for permits issued for the Proposed Development shall be no less than $1,000,000.00.

E. The Project shall be completed by December 30, 2026. Upon completion of the Proposed Development, the Petitioner will request that the Village inspect and approve the Proposed Improvements to confirm that the Proposed Development has been constructed in compliance with the plans approved by the Village.

SECTION 3: FINDINGS. The Village Board finds that the Subject Property qualifies for purposes of the Class 6b Classification, consents to the Subject Property being designated under the Class 6b Classification by the Cook County Assessor based on Reoccupation of Abandoned Property with a Purchase for Value and Special Circumstances including substantial rehabilitation, and has determined that industrial use of the property is necessary and beneficial to the local economy, as outlined by the Petitioner in said application, a copy of the Class 6b Classification application of the Petitioner being attached hereto as Exhibit A and made a part hereof.

SECTION 4: APPROVAL. The Village Board hereby supports, consents to, and approves the Class 6b Classification for the Subject Property, pursuant to the Ordinance; said Subject Property being described as follows:

LEGAL DESCRIPTION:

LOT 5 IN PALWAUKEE INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBER: 03-23-407-005-0000

COMMON ADDRESS: 2281 S. Foster Avenue
Wheeling, Illinois 60090

SECTION 5: FILING The Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution Amending Resolution 26-033 to the Office of the Cook County Assessor.

Trustee _____ moved, seconded by Trustee _____, that Resolution No. 26-_____ be adopted.

President Horcher	_____		
Trustee Krueger	_____	Trustee Ruffatto	_____
Trustee Lang	_____	Trustee Vito	_____
Trustee Papantos	_____	Trustee Vogel	_____

ADOPTED this 4th day of May 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois, pursuant to a roll call vote as provided by law.

_____
Patrick Horcher, Village President

ATTEST:

_____
Kathryn M. Brady, Village Clerk

EXHIBIT A
CLASS 6b APPLICATION

April 20, 2026 **VIA EMAIL**

Mr. Kevin Zimmerman, Managing Member
2281 Foster Ave LLC – Operating Company Harrison's Poultry Farm, Inc.
1201 Waukegan Road
Glenview, IL 60025

Dear Mr. Zimmerman:

This correspondence confirms receipt of your application materials requesting an amendment to your resolution for a Cook County Class 6b Property Tax Incentive for the property located at 2281 South Foster Avenue, Wheeling, Illinois.

The Wheeling Village Board approved Resolution 26-033 on February 2, 2026, and will consider an amendment to this resolution on May 4, 2026. The proposed amendment will include additional language recognizing Special Circumstances based on the vacancy period of the property. No other changes or amendments will be considered beyond those requested.

Please do not hesitate to contact me if you have any questions. Thank you, Kevin, and I look forward to working collaboratively with you to support the expansion of Harrison's Poultry Farm in the Village of Wheeling.

Sincerely,

Len Becker
Economic Development Director
Village of Wheeling

RESOLUTION 26 - 033

RESOLUTION CONSENTING TO A COOK COUNTY CLASS 6b REAL ESTATE TAX ASSESSMENT CLASSIFICATION FOR THE PROPERTY LOCATED AT 2281 SOUTH FOSTER AVENUE IN THE VILLAGE OF WHEELING, ILLINOIS (2281 FOSTER, LLC)

WHEREAS, the Village of Wheeling (the "Village") desires to promote and preserve industrial uses in the Village; and

WHEREAS, the Cook County Assessor is operating under the Cook County Real Property Classification Ordinance (the "Ordinance") enacted by the Cook County Board of Commissioners, as amended from time to time, which provides industrial property owners, in certain cases, with a reduction in the assessed valuation of an industrial facility, in order to induce companies to locate or remain in Cook County; and

WHEREAS, 2281 Foster, LLC (the "Petitioner") has applied, or is applying, for a Class 6b Classification under the Ordinance, and has proven to the President and Board of Trustees of the Village (the "Village Board") that such Class 6b Classification is necessary to encourage occupancy of the specific real estate identified below (the "Subject Property"); and

WHEREAS, an Economic Disclosure Statement has been received and filed by the Village of Wheeling; and

WHEREAS, the Petitioner intends to engage in substantial rehabilitation and will re-occupy the Subject Property for warehousing, production, distribution, headquarters and sales operations (the "Proposed Development"); and

WHEREAS, the Petitioner plans to invest over $2,500,000 to purchase the Subject Property and upgrade the facility to support USDA-Certified meat processing, cold storage, and distribution, including upgrading the interior of the property (the "Proposed Improvements"); and

WHEREAS, the Village Board supports and consents to the filing of a Class 6b Classification application by the Petitioner, with the understanding that any occupant of the Subject Property must meet the Class 6b Classification qualifications; and

WHEREAS, the Village Board has determined that the granting of a Class 6b Classification to the Petitioner, for the Subject Property, would be beneficial to the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, AS FOLLOWS:

SECTION 1: ELIGIBILITY. The request of the Petitioner to have the Subject Property declared eligible for Class 6b Classification under the Ordinance, is hereby granted, in that the Village Board has determined that the incentive provided by the said Class 6b Classification is necessary for the occupancy of the Subject Property.

SECTION 2: CONDITIONS. The Village's support and consent to the Class 6b Classification is subject to and contingent upon the conditions, restrictions, and provisions set forth in this Section:

A. The Applicant shall obtain all necessary building and/or construction related permits from the Village for the construction of the Proposed Development.

B. The Subject Property shall be re-occupied, operated, and maintained at all times in compliance with the applicable codes and ordinances of the Village.

C. All work performed on the Proposed Development must be conducted in a good and workmanlike manner, with due dispatch, and within any deadlines provided pursuant to this Agreement or set forth in the Village Code.

D. The total construction value for permits issued for the Proposed Improvements shall be no less than $1,000,000.00.

E. The Proposed Development shall be completed by December 30, 2026. Upon completion of the Proposed Development, the Applicant will request that the Village inspect and approve the Proposed Improvements to confirm that the Proposed Development has been constructed in compliance with the plans approved by the Village.

SECTION 3: FINDINGS. The Village Board finds that the Subject Property qualifies for purposes of the Class 6b Classification, and consents to the Subject Property being designated under the Class 6b Classification by the Cook County Assessor; with a copy of the Class 6b Classification application of the Petitioner, being attached hereto as Exhibit A and made a part hereof.

SECTION 4: APPROVAL. The Village Board hereby supports, consents to, and approves the Class 6b Classification for the Subject Property, pursuant to the Ordinance; said Subject Property being described as follows:

LEGAL DESCRIPTION:

LOT 5 IN PALWAUKEE INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBER: 03-23-407-005-0000

COMMON ADDRESS: 2281 S. Foster Avenue
Wheeling, Illinois 60090

SECTION 5: FILING. The Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

Trustee PAPANTOS moved, seconded by Trustee LANG, that Resolution No. 26-033 be adopted.

President Horcher	Aye		
Trustee Krueger	Aye	Trustee Ruffatto	Aye
Trustee Lang	Aye	Trustee Vito	Aye
Trustee Papantos	Aye	Trustee Vogel	Aye

ADOPTED this 2nd day of February 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

VILLAGE OF WHEELING, COOK AND LAKE COUNTIES ILLINOIS CORPORATE SEAL

EXHIBIT A

CLASS 6b APPLICATION

Harrison's Poultry Farm
The Freshest All Natural Poultry For Four Generations

1201 Waukegan Rd.
Glenview, IL 60025
(847) 724-0132
Harrisonspoultry@gmail.com
www.harrisonspoultryfarm.com

Attn: Leonard Becker

Village of Wheeling
2 Community Boulevard
Wheeling, Illinois 60090

Re: Request for Class 6b Real Estate Tax Incentive Resolution
2281 Foster Ave LLC (Owner)
Harrison's Poultry Farm, Inc. (Operating Company)
2281 S. Foster Avenue
Wheeling, Illinois 60090
PIN: 03-23-407-005-0000

Dear Mr. Becker:

2281 Foster Ave LLC (the "Applicant"), with Harrison's Poultry Farm, Inc. operating as the end user, respectfully submits this request for a resolution from the Village of Wheeling supporting and consenting to a Class 6b Real Estate Tax Incentive for the above-referenced property (the "Subject Property"), pursuant to applicable Cook County requirements.

The Applicant is seeking the Class 6b incentive in connection with the substantial rehabilitation and long-term reinvestment of an existing industrial facility located at 2281 S. Foster Avenue. The requested incentive is a critical component of the project's financial feasibility and is necessary to support the significant capital investment required to modernize the facility for continued productive industrial use.

Project Overview and Capital Investment

The Subject Property consists of an approximately **10,000-square-foot industrial building situated on approximately one acre of land**, zoned **I-3 Industrial**, which permits the proposed use. Harrison's Poultry intends to substantially rehabilitate the existing building to support **USDA-certified meat processing, cold storage, and distribution operations**, including but not limited to:

- Installation of specialized refrigeration and cold-storage systems
- USDA-compliant processing infrastructure, including floor drains and sanitary improvements
- Fire protection, sprinkler, and life-safety upgrades

- Electrical, plumbing, and utility system upgrades
- Interior reconstruction and code-compliant improvements

The total anticipated project investment is estimated at **approximately $2.5 million to $4.0 million**, inclusive of acquisition costs and construction expenditures. This level of reinvestment represents a substantial commitment to the long-term viability of the Subject Property and materially enhances both its functional utility and taxable value.

Assessed Value Increase and Fiscal Impact

As documented in the enclosed 10-Year Tax Estimate Analysis, the proposed improvements are expected to result in a significant increase in the assessed value of the Subject Property. Under the current condition, the property reflects a taxable structure value of approximately $559,296. Following completion of the proposed improvements, the improved facility is projected to support an assessed value equivalent to a post-rehabilitation property value of approximately $2,475,000, reflecting the Applicant's substantial capital investment.

Based on Cook County tax bill calculation methodology and a local effective tax rate of 12.2%, the enclosed analysis demonstrates that the improved property is projected to generate substantially greater total property tax revenue over the ten-year Class 6b period than the property would generate absent the proposed redevelopment. Even with the reduced assessment level applicable during the incentive period, the improved property is projected to generate **hundreds of thousands of dollars in additional cumulative tax revenue** as compared to the property's current condition.

Employment and Local Economic Benefits

Harrison's Poultry currently employs approximately **33 full-time employees** and anticipates transferring and retaining a substantial portion of its existing workforce at the Subject Property. As operations expand within the rehabilitated facility, the Applicant projects the creation of **additional full-time positions over time**, with employment levels expected to increase materially during the initial years of operation.

The presence of a stable, growing industrial employer will generate **meaningful secondary economic benefits within Wheeling Township**, including local spending by employees, utilization of local vendors and service providers, and increased economic activity associated with distribution and logistics operations. These benefits further reinforce the long-term economic value of the proposed project to the Village.

"But-For" Condition

The Applicant has determined that, but for the approval of the Class 6b Real Estate Tax Incentive, the proposed scope of rehabilitation would not be financially feasible due to the capital-intensive nature of regulated food production facilities and Cook County's industrial

property tax structure. Without the incentive, the Applicant would be forced to significantly reduce the scope of improvements or consider alternative facilities outside the Village, thereby placing the proposed investment and associated economic benefits at risk.

Conclusion

For the reasons set forth above, the Applicant respectfully requests that the Village of Wheeling adopt a resolution supporting and consenting to the requested Class 6b Real Estate Tax Incentive for the Subject Property. Approval of the incentive will facilitate substantial private investment, increased property values, enhanced long-term tax revenues, job retention and creation, and sustained industrial activity consistent with the Village's economic development goals.

We appreciate the Village's consideration of this request and look forward to continued coordination with staff and elected officials throughout the review process. Please do not hesitate to contact us should additional information be required.

Respectfully submitted,

HARRISON'S POULTRY FARM, INC.
Operating Company for 2281 Foster Ave LLC

By: _____
Name: Kevin Zimmerman
Title: Managing Member / Authorized Representative
Email: kevin@harrisonspoultry.com
Phone: (847) 542-6346

RE: Class 6b Property Tax Incentive Application
Property: 2281 S. Foster Avenue, Wheeling, Illinois
Applicant: 2281 Foster Ave LLC
Operating Company: Harrison's Poultry Farm, Inc. ("Harrison's Poultry")

Dear Village Staff and Village Board Members,

On behalf of 2281 Foster Ave LLC, operating as Harrison's Poultry Farm, Inc., we respectfully submit this application requesting approval of a Cook County Class 6b property tax classification for the industrial property located at 2281 S. Foster Avenue in Wheeling, Illinois.

About Harrison's Poultry
Harrison's Poultry Farm, Inc. is a family-owned, Illinois-based food company specializing in the processing, distribution, and sale of poultry products. The company operates under strict regulatory oversight, including USDA inspection and third-party food safety certification requirements. Harrison's Poultry has demonstrated consistent growth, necessitating the expansion and consolidation of its operations.

Project Overview and Plans for the Property
The project involves the substantial rehabilitation of an existing industrial building to convert the property into a USDA-certified poultry processing, cold storage, and distribution facility. Improvements include interior demolition and reconstruction, specialized refrigeration systems, USDA-compliant drainage and washdown infrastructure, life-safety upgrades, and other permanent improvements necessary to modernize the facility and extend its useful life.

Investment and Substantial Rehabilitation
Total project costs, inclusive of land acquisition, construction, and soft costs, are estimated between approximately $3.0 million and $5.0 million. The requested Class 6b classification is a critical component of project feasibility and allows the Applicant to proceed with the full scope of improvements while maintaining adequate working capital for regulated operations.

Employment Impact
The project will retain approximately 33 existing full-time positions and transfer approximately 23 employees into the Village of Wheeling, with additional job creation anticipated as operations expand.

Community Benefit
Approval of the requested Class 6b classification will support significant private reinvestment, stabilize the industrial tax base, support quality employment, and ensure the continued productive use of an existing industrial property within the Village.

Sincerely,

Kevin Zimmerman
Managing Member
2281 Foster Ave LLC

Operating as Harrison's Poultry Farm, Inc.
Phone: 847-373-7687
Email: kevin@harrisonspoultry.com

VILLAGE OF WHEELING ILLINOIS

January 13, 2026

Kyle & Kevin Zimmerman
Harrison's Poultry
1201 Waukegan Rd.
Glenview, IL 60025

RE: 2281 S Foster Avenue

Dear Kyle & Kevin,

2281 S. Foster is located within the I-3 Zoning Dostrict in The Village of Wheeling. The proposed use of this property as a "poultry processing and wholesale distribution facility" is permitted per the Village of Wheeling Zoning Code as a Light Manufacturing in the I-3 District. Additionally, Wholesale Operations are also permitted in the I-3 Zoning District. The relevant definitions of use in this District are as follows:

- Manufacturing, Light. "Light manufacturing" means an establishment engaged in the indoor manufacturing, assembly, fabrication, packaging or other industrial processing of finished parts or products, primarily from previously prepared materials, or the indoor provision of industrial services, where there are few external effects across property lines. This term includes, but is not limited to, a business engaged in the processing, fabrication, assembly, treatment or packaging of food, beverages, alcoholic beverages, textile, leather, wood, paper, chemical, plastic or metal products, but does not include basic industrial processing from raw materials.

- Wholesale and Distribution Facility, Indoor. "Indoor wholesale and distribution facility" means an establishment providing indoor storage and sale of factory-direct merchandise and bulk goods. This term includes, but is not limited to, mail-order and catalog sales, importing, wholesale or retail sale of goods received by the establishment, and wholesale distribution, but does not include sale of goods for individual consumption.

P = Permitted Use, S = Special Use Permit, Blank = Not Allowed				
	I-1 Light Industrial and Office District	I-2 Limited Industrial District	I-3 General Industrial District	I-4 Heavy Industrial District
Wholesale and distribution facility, indoor	P	P	P	P
Manufacturing, light	P	P	P	P

With this stated please note that the Village does not issue official zoning approvals. All zoning approvals must be obtained through the submission of a Business License application with the Community Development Department.

Should you have any questions regarding this letter please feel free to contact me.

Sincerely,

Ross Klicker
Director of Community Development

2 Community Boulevard
Wheeling, IL 60090

phone: 847.459.2620 • fax: 847.459.2656
www.wheelingil.gov

VILLAGE OF WHEELING ILLINOIS

MEMORANDUM

DATE:	February 2, 2026
FROM:	Leonard Becker, Economic Development Director
SUBJECT:	Resolution Consenting to a Cook County Class 6b Real Estate Tax Assessment Classification for the Property Located at 2281 South Foster Avenue in the Village of Wheeling, Illinois (2281 Foster, LLC)
DOLLAR AMOUNT:	N/A
BUDGETED:	Yes
BUDGET SOURCE:	N/A
RECOMMENDED ACTION:	Approval
STRATEGIC PLAN THEME:	Economic Development

EXECUTIVE SUMMARY

An application for a Class 6b Real Estate Property Tax Classification has been submitted by 2281 Foster, LLC for the property at 2281 South Foster Avenue. In order to file this application with Cook County, the Village Board must approve a resolution supporting the request for a Class 6b.

MEMO

Background:

The property at 2281 South Foster Avenue consists of an approximately 10,000-square-foot industrial building on 43,560 square feet of land (1.00 acre). This facility, built in 1986, is currently zoned I-3 and was formerly occupied by Crystal Rain Distillery. The building currently has three doors, a 24-foot clear height, and approximately 16 parking spaces.

Applicant 2281 Foster, LLC plans to purchase and significantly rehabilitate the property to accommodate its tenant, Harrison's Poultry Farm. Founded in 1893, Harrison's is a fourth-generation family-run poultry processing and distribution business. The business serves numerous wholesale institutions and also sells directly to consumers at its retail butcher shop in Glenview.

Harrison's receives freshly dressed poultry daily for processing and sale in both wholesale and retail operations. Live poultry is not and will not be a part of the business plan at the subject property. The company has grown steadily by prioritizing freshness, quality, food safety, and a network of strong business relationships. Harrison's currently operates exclusively out of its USDA-inspected facility in Glenview, serving more than 400 restaurants, country clubs, and institutional customers, many of which are among the most respected and highest-quality establishments in the region.

As the company's wholesale and commercial business has expanded, it has had to reassess its operating footprint. As a result, Harrison's plans to relocate its wholesale and production operations from Glenview to the property at 2281 Foster Avenue. This transition will establish Wheeling as the long-term headquarters for the company's wholesale processing and distribution platform. In the future, Harrison's intends to develop a split retail and restaurant concept and hopes to bring this opportunity to Wheeling (at a different location). Harrison's is committed to being a responsible and transparent partner to the Village and intends to build an operation in Wheeling that operates efficiently, quietly, and safely.

If the 6b application is approved, the purchase will go forward, and the applicant plans to invest over $1,000,000 to make various repairs and improvements required by Harrison's. The proposed improvements include:

- Installation of Specialized Refrigeration and Cold-Storage Systems
- Updated Electrical Systems and LED Lighting
- Plumbing Upgrades
- HVAC Upgrades
- Installing a new Fire Suppression / Sprinkler System

- Interior Reconstruction

This work will begin immediately following the approval of the 6b and is expected to be completed within 18 months. Additional investment will be made if further business expansion takes place.

Class 6b Classification:
The applicant is requesting a Class 6b property tax classification based on re-occupancy of abandoned property with a purchase for value and substantial rehabilitation. A Class 6b property tax classification will reduce the property's assessment rate to 10% for the first ten years, 15% in the eleventh year, and 20% in the twelfth year. The assessment rate without a Class 6b is 25%.

Fiscal Impact:
If the applicant obtains a Class 6b, then the building will be occupied and an additional $1,000,000 in capital improvements will be invested in the property. The following scenarios for 2026 are provided to help compare the potential property taxation:

- Scenario where the improvements are made, and the incentive is applied = $91,656
- Scenario where the building remains vacant and unused = $51,781

If the incentive is approved, over the 12-year period, the property is projected to generate $430,842 in additional real estate taxes compared to the property remaining vacant with no incentive.

In addition to the direct property tax, Harrison's plans to relocate and expand to the subject property and will relocate 23 workers to Wheeling with new employees added here in the future. Furthermore, the applicant projects that another five temporary construction jobs will be created during the rehabilitation and construction.

MEMORANDUM

DATE:	May 4, 2026
FROM:	Ross Klicker, Community Development Director
SUBJECT:	Ordinance Amending Ordinance No. 5696, Which Granted a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Front Yard Setback for the Installation of a Front Yard Fence and to Remove a Condition of Approval (157 W. Jeffery Avenue) [Docket No. PV5-0016]
DOLLAR AMOUNT:	N/A
BUDGETED:	No
BUDGET SOURCE:	N/A
RECOMMENDED ACTION:	Denial (from Plan Commission)
STRATEGIC PLAN THEME:	Residential Life

EXECUTIVE SUMMARY

The property owner seeks a zoning variation to permit the installation of an additional section of six-foot-tall fencing at the northeast corner of the subject property, which would encroach 16 feet into the required front yard setback along West Jeffery Avenue. The requested variation would reduce the minimum required setback from 25 feet to nine feet, which the Wheeling Zoning Code permits for a maximum four-foot-tall fence within the front yard. At the April 22, 2026 hearing, the Plan Commission recommended denial of the variation request. The final determination rests with the Village Board.

MEMO

The petitioner was granted a similar variation by Ordinance No. 5696 (adopted by the Board on November 4, 2024) to allow a six-foot-tall fence within the required front-yard setback along West Jeffery Avenue. The approved variance is subject to a condition requiring the fence to be angled near the eastern property line where it abuts the neighbor to preserve sight distance and ensure public safety. The petitioner demonstrated compliance with all conditions of Ordinance No. 5696, and upon issuance of the building permit, the fence was installed in full compliance with the approved permit.

Shortly after installation and the Village's final inspection of the fence, the petitioner removed the required angled section without Village authorization and reconstructed the fence parallel to W. Jeffery Avenue, thereby violating the approving ordinance and building permit, resulting in an enforcement citation. As a result, the petitioner is seeking a new variation to allow the modified fence configuration to remain and to remove Condition No. 2 of Ordinance No. 5696, which required the fence to be angled upon abutting the neighbor to the east.

Plan Commission Recommendation

At the April 22, 2026, Plan Commission hearing, Commissioner Sprague moved, seconded by Commissioner Myer, to recommend approval of Docket No. PV25-0016 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.04.050 R-3A Single-Family Residential District and associated sections, to permit the installation of a six-foot tall fence to encroach sixteen (16) feet into the required front yard setback along W. Jeffery Avenue for the property located at 157 W. Jeffery Avenue, in accordance with the Plat of Survey provided by the petitioner and subject to the following condition:

1. Within thirty (30) days from the granting of the variance by the Village of Wheeling, the petitioner shall submit an Application for Building Permit to the Department of Community Development for the fence. Upon demonstration of compliance with all Village regulations, the building permit shall be issued upon payment by the petitioner in which the building permit fee shall be doubled pursuant to the Schedule of Village Fees and Charges.

There being no affirmative votes, the motion was denied.

Community Development Director's Review and Recommendation
The Findings of Fact and Recommendation provided by the Plan Commission reflect a negative recommendation based on 0 yes votes and 6 no votes. An affirmative recommendation requires a majority of “yes” votes from the Commission's quorum, which this petition did not receive. Should the Village Board determine that the petitioner’s request is appropriate, the attached ordinance grants a variation permitting the installation of a six-foot-tall fence to encroach sixteen feet onto the required front yard building setback along West Jeffery Avenue.

Attachments
Ordinance – Variation for Docket No. PV25-0016
Exhibits: Plat of Survey submitted by the petitioner
Photo of Fence Section submitted by the petitioner
Ordinance No. 2024-5696 with Approved Site Plan
Building Permit Plan (November 2024)
PC Staff Report
Attachments to Staff Report (Staff)
Findings of Fact – Draft
Public Notice Certification

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 5696, WHICH GRANTED A VARIATION FROM TITLE 19, ZONING, TO PERMIT A REDUCTION IN THE MINIMUM REQUIRED FRONT YARD SETBACK FOR THE INSTALLATION OF A FRONT YARD FENCE AND TO REMOVE A CONDITION OF APPROVAL (157 W. JEFFERY AVENUE)

WHEREAS, the President and Board of Trustees approved Ordinance No. 5696 on November 4, 2024, granting a variation to Mohammed Khan, representative for the property owner (hereinafter referred to as "Petitioner") to permit a reduction in the minimum required building front yard setback from 25 feet to 9 feet along the north property line of 157 W. Jeffery Avenue (hereinafter referred to as "Subject Site") for the installation of a six foot tall fence; and

WHEREAS, the variation granted by Ordinance No. 5696 was subject to three (3) conditions documented in Section D of said ordinance, which Condition No. 2 states *"The proposed fence shall be angled where it abuts the neighbor to the east as approved by Village Staff";* and

WHEREAS, the Petitioner submitted an Application for Building Permit, and upon demonstrating compliance with Ordinance No. 5696, Permit No. PFENCE24-0106 was issued; and

WHEREAS, the Wheeling Community Development Department conducted all necessary permit inspections throughout the fence construction at the Subject Site and found all components of the fence to be in compliance with the issued building permit; and

WHEREAS, the Petitioner subsequently altered the permitted fence location without obtaining further authorization from the Wheeling Community Development Department, which said fence alteration results in direct violation of Section D, Condition No. 2, of Ordinance No. 5696; and

WHEREAS, the Petitioner has submitted a variance petition to permit a further reduction in the minimum required building front yard setback along W. Jeffery Avenue, and to remove Condition No. 2 in Section D of Ordinance No. 5696; and

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on April 22, 2026, duly noticed in the *Daily Herald* on April 7, 2026, to consider a request for a variation petition by the Petitioner, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.04.010 Residential District General Requirements, and associated sections, to permit the installation of a six-foot-tall fence to encroach sixteen feet into the required front yard setback along W. Jeffery Avenue for the Subject Site and to remove Condition No. 2 in Section D of Ordinance No. 5696; and

WHEREAS, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending denial by a vote of 0 ayes and 6 nays, with 1 absent; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request for a zoning variation;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee, or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- The hardship is due to unique circumstances that do not generally apply to the other properties or uses.
- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.
- The alleged difficulty or hardship has not been created by any person presently having an interest in the property.
- The granting of the variation will not alter the essential character of the locality.
- The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Section B

Section C of Ordinance No. 5696 is hereby amended to read as follows:

The Variation granted in Section B of this Ordinance is to be completed substantially in accordance with the Plat of Survey submitted by the petitioner **on 12/3/2025**, attached hereto as Exhibit A and made part hereof.

Section C

Section D of Ordinance No. 5696 is hereby amended to read as follows:

1. Within thirty (30) days from the granting of the variance by the Village of Wheeling, the petitioner shall submit an Application for Building Permit to the Department of Community Development for the fence.
2. ~~The proposed fence shall be angled where it abuts the neighbor to the east as approved by Village Staff.~~
3. The bush on the north side of the property shall be removed.

Section D

Those sections and parts of sections of Ordinance No. 5696 not explicitly amended in this Ordinance are hereby re-enacted and reaffirmed.

Section E

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee_____ moved, seconded by Trustee_____ that Ordinance No. _____ be passed, this 4th day of May, 2026.

President Horcher	_____	Trustee Ruffatto	_____
Trustee Krueger	_____	Trustee Vito	_____
Trustee Lang	_____	Trustee Vogel	_____
Trustee Papantos	_____		

APPROVED this 4th day of May 2026 by the President and Board of Trustees, Wheeling, Illinois.

_____
Patrick Horcher, Village President

ATTEST:

_____
Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

_____
Village Attorney

PUBLISHED in pamphlet form this 5th day of May 2026, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Exhibit A (Attached)
Plat of Survey submitted by the petitioner on 12/3/2025

Received by the Village 12/3/2025

MURRY AND MOODY, LTD.

Land Surveyors

Illinois Professional Land Surveying Firm Corporation License No. 048-000087

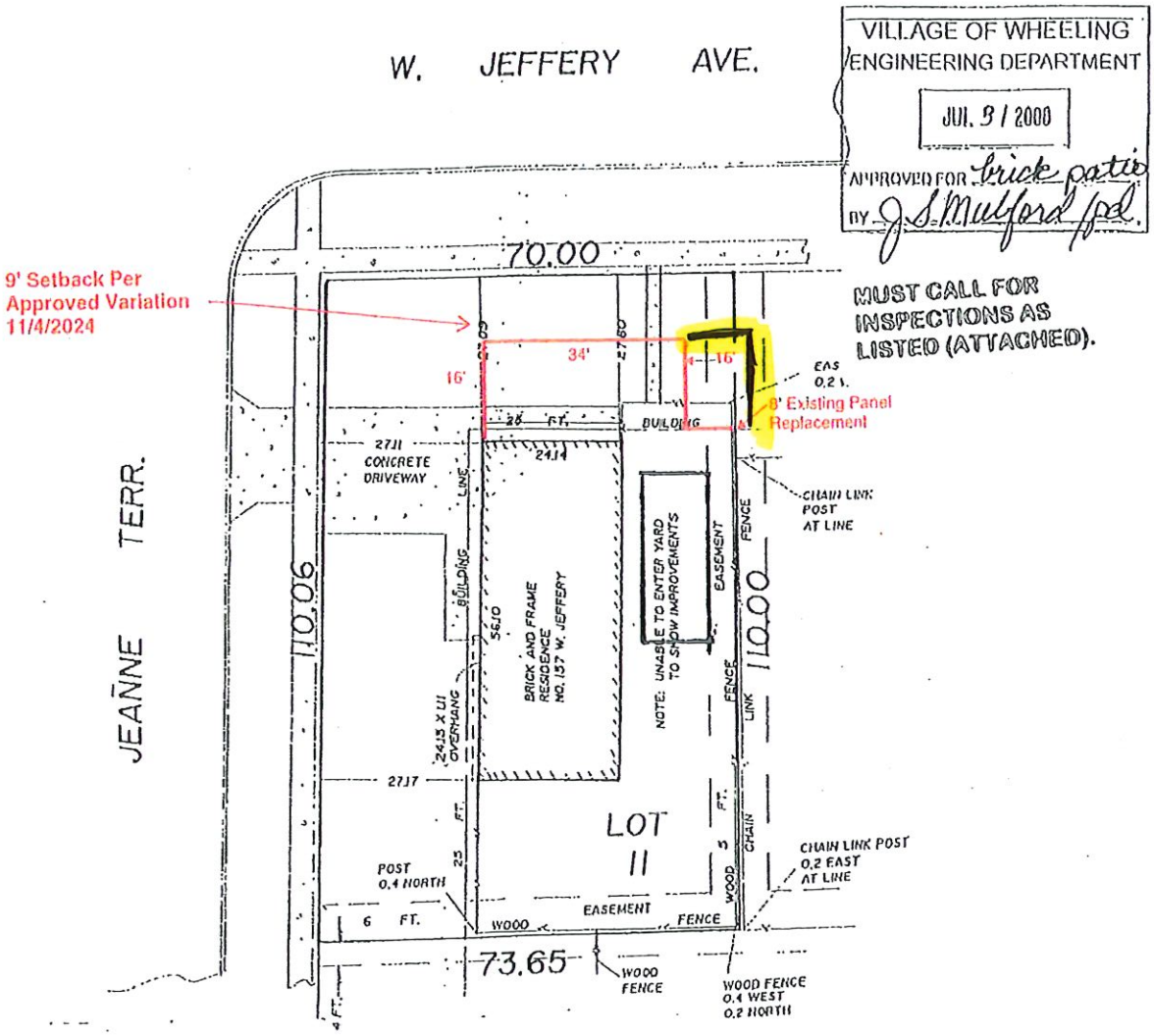
933 S. Plum Grove Road Suite 101 Palatine, Illinois 60067

Phone: (847) 358-5960

PLAT OF SURVEY

OF

EN (11) IN BLOCK SEVEN (7) IN MEADOWBROOK SUBDIVISION, UNIT NUMBER TWO, A SUBDIVISION OF PART OF THE NORTH HALF (1/2) ON 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED FFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 24, 1955, AS DOCUMENT NUMBER 1629537.



NOTES

down thus, 50.25 are feet and decimal parts thereof. Angular hus: 90° 00' 00" indicate degrees, minutes and seconds.

00' 00" E indicates measure dimension / bearing.
(90° 00' 00" E) indicates record dimension / bearing.
(90° 00' 00" E d) indicates deed call dimension / bearing.

ers hereon, if any, per local or assumed data, unless shown

or points before using same and report any differences

escription with deed or title policy and report any discrepancy

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

I, James C. Colbourne II, an Illinois Professional Land Surveyor do hereby certify that I have surveyed the above described property, and that the above plat is a correct representation of said survey.

Palatine, Illinois JULY 21, 2001

Docket No. PV24-0011

ORDINANCE NO. 5696

ORDINANCE GRANTING A VARIATION FROM TITLE 19, ZONING, TO PERMIT A REDUCTION IN THE MINIMUM REQUIRED FRONT YARD SETBACK FOR THE INSTALLATION OF A FRONT YARD FENCE, 157 W. JEFFERY AVENUE

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing, duly noticed in the *Daily Herald* on October 8, 2024, to consider a request for a variation petition by Mohammed Khan, representative for the property owner, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.04.010 Residential District General Requirements, and associated sections, to permit a reduction in the minimum required building front yard setback from 25 feet to 9 feet on the north property line, for the installation of a six-foot (6') tall privacy fence for the property located at 157 W. Jeffery Avenue (hereinafter referred to as "Subject Site"), in the R-3A (Single Family Residential) zoning district; and

WHEREAS, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending approval, by a vote of 6 ayes and 1 nay, with 0 absent; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request for a zoning variation;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- The hardship is due to unique circumstances that do not generally apply to the other properties or uses.
- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.
- The alleged difficulty or hardship has not been created by any person presently having an interest in the property.
- The granting of the variation will not alter the essential character of the locality.

- The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Section B

A Variation is hereby granted from Title 19, Zoning of the Wheeling Municipal Code, Chapter 19.04.010 Residential District General Requirements, and associated sections, to permit the installation of a six-foot (6') tall privacy fence to be setback nine (9) feet from the north property line, along West Jeffery Avenue for the Subject Site, herein legally described:

LOT TEN (10) IN BLOCK SEVEN (7) IN MEADOWBROOK SUBDIVISION, UNIT NUMBER TWO, A SUBDIVISION OF PART OF THE NORTH HALF (1/2) OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS, ON OCTOBER 24, 1955 AS DOCUMENT NUMBER 1629537.

Section C

The Variation granted in Section B of this Ordinance is to be completed substantially in accordance with the Plat of Survey submitted by the petitioner, attached hereto as Exhibit A and made part hereof.

Section D

The Variation approval granted in Section B of this Ordinance is subject to the following conditions:

1. Within thirty (30) days from the granting of the variance by the Village of Wheeling, the petitioner shall submit an Application for Building Permit to the Department of Community Development for the fence.
2. The proposed fence shall be angled where it abuts the neighbor to the east as approved by Village Staff.
3. The bush on the north side of the property shall be removed.

Section E

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee PAPANTOS moved, seconded by Trustee VOGEL that Ordinance No. 5696 be adopted.

President Horcher	Aye		
Trustee Krueger	Aye	Trustee Ruffatto	ABSENT
Trustee Lang	Aye	Trustee Vito	Aye
Trustee Papantos	Aye	Trustee Vogel	Aye

Ordinance No. 5696 **ADOPTED** this 4th day of November 2024, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

VILLAGE OF WHEELING, COOK AND LAKE COUNTIES ILLINOIS CORPORATE SEAL

APPROVED AS TO FORM:

Village Attorney

PUBLISHED in pamphlet form this 5th day of November 2024, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

VILLAGE OF WHEELING

ORDINANCE NO. 5696

ORDINANCE GRANTING A VARIATION FROM TITLE 19, ZONING, TO PERMIT A REDUCTION IN THE MINIMUM REQUIRED FRONT YARD SETBACK FOR THE INSTALLATION OF A FRONT YARD FENCE, 157 W. JEFFERY AVENUE [DOCKET NO. PV24-0011]

APPROVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF WHEELING THIS 4TH DAY OF NOVEMBER 2024

Published in Pamphlet form this 5th day of November 2024, by order of the Corporate Authorities of the Village of Wheeling, Cook, and Lake Counties, Illinois.

VILLAGE OF WHEELING

ORDINANCE NO. 5696

ORDINANCE GRANTING A VARIATION FROM TITLE 19, ZONING, TO PERMIT A REDUCTION IN THE MINIMUM REQUIRED FRONT YARD SETBACK FOR THE INSTALLATION OF A FRONT YARD FENCE, 157 W. JEFFERY AVENUE [DOCKET NO. PV24-0011]

ADOPTED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF WHEELING

Published in pamphlet form by authority of the Corporate Authorities of the Village of Wheeling, Cook, Lake County, Illinois this 5th day of November 2024.

[Note: When an ordinance is published in pamphlet form, the Municipal Clerk should fill out the following certificate.]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

CERTIFICATE

I, Kathryn M. Brady, certify that I am the duly elected and acting Municipal Clerk of the Village of Wheeling, Cook & Lake Counties, Illinois.

I further certify that on November 4, 2024, the Corporate Authorities of such municipality passed and approved Ordinance No. 5696 entitled **"Ordinance Granting a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Front Yard Setback for the Installation of a Front Yard Fence, 157 W. Jeffery Avenue [Docket No. PV24-0011]"** which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 5696, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on November 5, 2024, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Wheeling, Illinois, this 4th day of November 2024.

(SEAL)

VILLAGE OF WHEELING, COOK AND LAKE COUNTIES ILLINOIS CORPORATE SEAL

Kathryn M. Brady - Municipal Clerk

Exhibit A (Attached)
Plat of Survey submitted by the petitioner

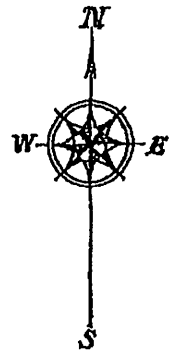
MURRY AND MOODY, LTD.

Land Surveyors

Illinois Professional Land Surveying Firm Corporation License No. 048-000087

913 S. Plum Grove Road Suite 101 Palatine, Illinois 60067

Phone (847) 358-5960



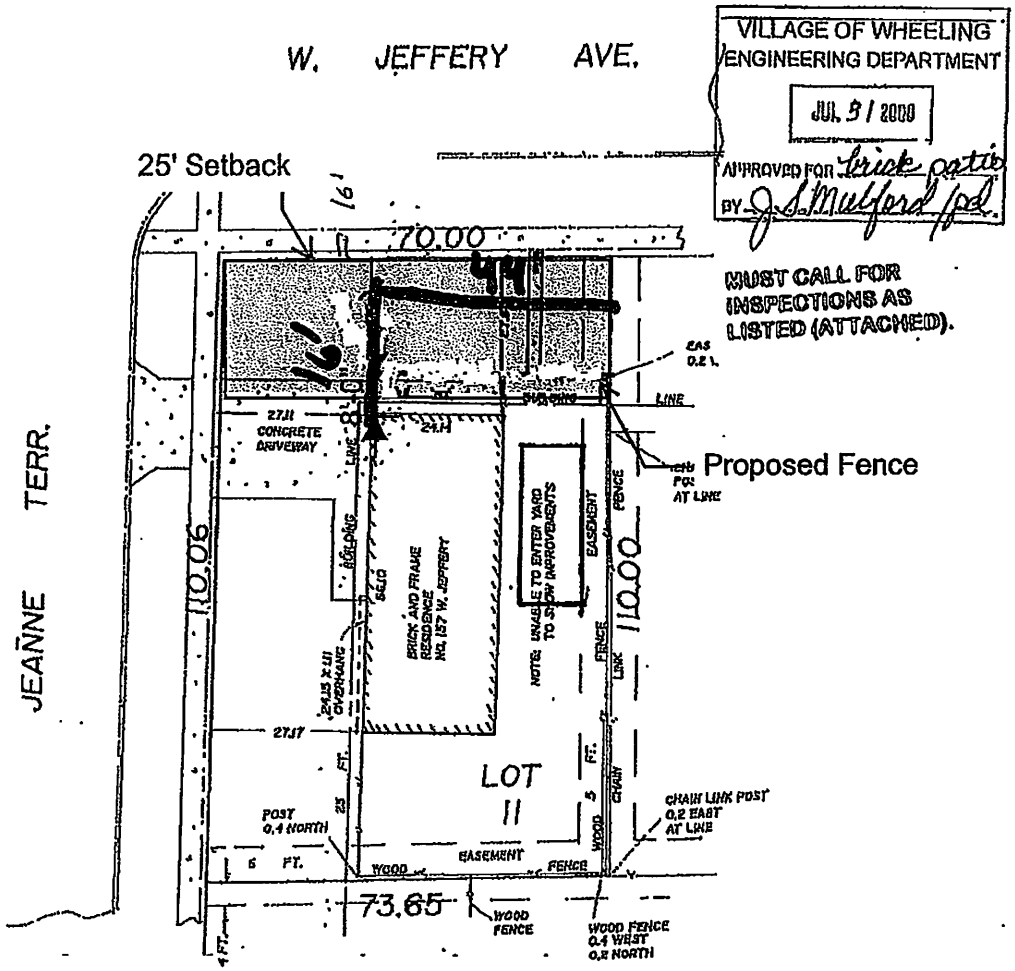
PLAT OF SURVEY

OF

EN (11) IN BLOCK SEVEN (7) IN MEADOWBROOK SUBDIVISION, UNIT NUMBER TWO, A SUBDIVISION OF PART OF THE NORTH HALF (1/2) ON 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED FFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 24, 1955, AS DOCUMENT NUMBER 1629537.

VILLAGE OF WHEELING
ENGINEERING DEPARTMENT
JUL 31 2000
APPROVED FOR brick patio
BY J. S. Mulford Jr.

MUST CALL FOR INSPECTIONS AS LISTED (ATTACHED).



NOTES

dimensions shown thus, 50.36 are feet and decimal parts thereof. Angular thus 10° 00' 00" indicate degrees, minutes and seconds.

(M) 00° 00' E indicates measured dimension / bearing.
(R) 00° 00' E) indicates record dimension / bearing.
(100.00' 00° 00' E d) indicates deed call dimension / bearing.

ers hereon, if any, per local or assumed data, unless shown

e points before using same and report any differences

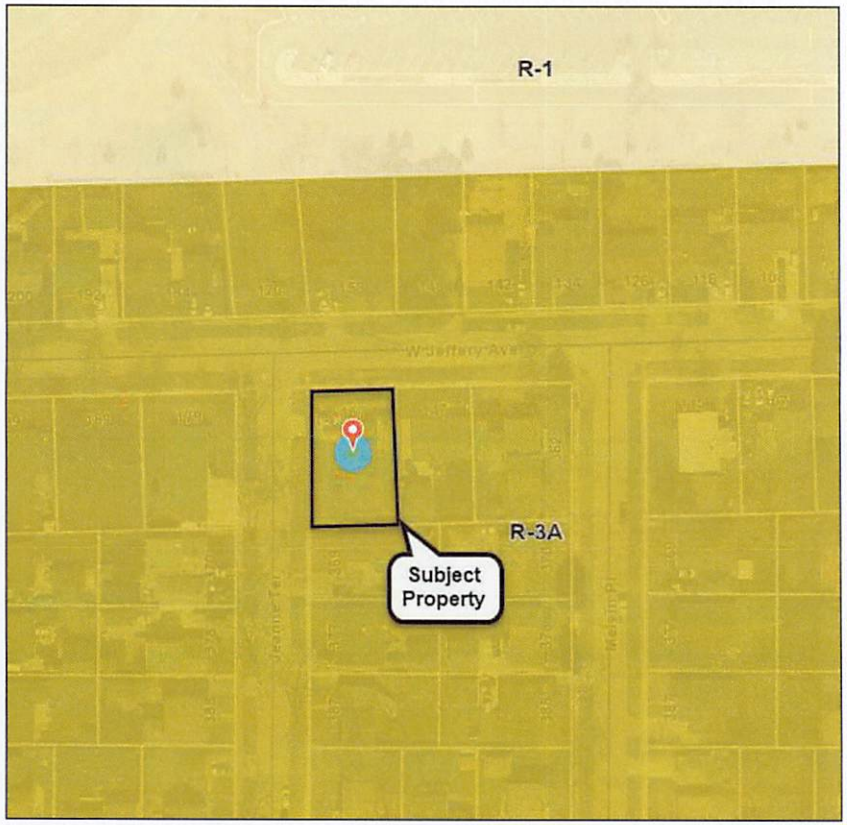
scription with deed or title policy and report any discrepancy

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

I, James C. Calamaras II, an Illinois Professional Land Surveyor do hereby certify that I have surveyed the above described property, and that the above plat is a correct representation of said survey.

Palatine, Illinois JULY 27, 2001

LOCATION MAP



ZONING MAP

W Jeffery Ave
LEGEND
9' Setback
17' Setback
Distance from PL to house = 25 FT
157
Neighbor's Driveway
147
Existing Fence
Jeanne Ter
362
Melvin Pl
Subject Property

Photo of proposed fence location facing east from intersection of Jeanne and Jeffery.

Photo of proposed fence location facing southeast with the driveway in question in the background.

Photo of proposed fence location facing southwest from the driveway of 147 W. Jeffery Ave.

Agenda Item Details

Meeting	Oct 23, 2024 - Wheeling Plan Commission Regular Meeting
Category	7. Items for Review
Subject	A. Docket No. PV24-0011: Request for a Variation to Reduce the Minimum Front Yard Setback Along W. Jeffery Avenue from 25 Feet to 9 Feet for the Installation of a 6 Foot Tall Fence (157 W. Jeffery Avenue). PUBLIC HEARING
Access	Public
Type	Action, Discussion
Fiscal Impact	No
Budgeted	No
Recommended Action	Recommend approval of Docket No. PV24-0011 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.04.050 R-3A Single-Family Residential District and associated sections, to reduce the minimum required building setback from the north side property line from 25 feet to 9 feet associated with the construction of a 6' tall wood fence, located at 157 West Jeffery Avenue, in accordance with the Plat of Survey provided by the petitioner and subject to the following: 1. Within thirty (30) days from the granting of the variance by the Village of Wheeling, the petitioner shall submit an Application for Building Permit to the Department of Community Development for the fence.

Public Content

PUBLIC HEARING INFORMATION

Docket No. PC24-0011: Mohammed Khan, 157 Center Avenue, Wheeling, IL 60090 (representative for property owner), is seeking a variation as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.04.050 R-3A Single-Family Residential District and associated sections to permit the installation of a six-foot tall fence to encroach fourteen feet into the required front yard setback (minimum twenty-five setback required) along W. Jeffery Avenue, located at 157 Center Avenue.

GENERAL PROPERTY INFORMATION

Applicant: Mohammed Khan (representative for property owner)

Address: 157 W. Jeffery Ave.

Property size: 7,885 sq. ft.

Neighboring Property Land Use(s):

North: W. Jeffery Avenue (Single Family Residential across W. Jeffery Ave.)
South: Single Family Residential
West: Jeanne Terrace (Single Family Residential across Jeanne Terrace)
East: Single Family Residential

Existing Use of Property: Single family home

Existing Zoning: R-3A, Single Family Residential

Comprehensive Plan Designation: Residential

Zoning History: None

SUMMARY OF REQUEST

Mohammed Khan, representative for the property owner, is seeking a variation to permit the installation of a six-foot tall fence within the required front yard setback along W. Jeffery Avenue from the minimum required 25 feet to 9 feet.

VARIANCE ANALYSIS

A Variation is to grant relief from the literal requirements of the zoning ordinance when unique circumstances, applicable to the property, deprive it from enjoying privileges commonly enjoyed by other properties in the same zoning district. After review of the Standards summarized in this staff report, the Commission must find beyond a reasonable doubt that all of the standards are met.

The subject property is a corner lot with two street frontages along West Jeffery Avenue and Jeanne Terrace. As a result, any installation of a six-foot tall fence along either street frontage requires a 25-foot setback. The homeowner seeks to install a new six-foot tall fence within the West Jeffery Avenue front yard, to project 16' from the house, resulting in a 9-foot setback. There is an existing fence along West Jeffery Avenue that currently projects into the required 25-foot setback (no variance records were found), which extends from the northeast corner of the house and extends east to the rear property line enclosing the rear yard. As requested, the homeowner is seeking to install a new privacy fence to extend from the front (northwest) corner of the house to create a larger fenced in side yard that fronts Jeffery Avenue.

The petitioner initially requested to install a privacy fence with a 17-foot setback from West Jeffery Avenue, which Village staff found acceptable. Subsequently, the petitioner revised the variance request to further extend the proposed fence into the front yard resulting in a 9-foot setback from West Jeffery Avenue. Staff does not support the further reduced setback to 9 feet since the property currently has sufficient backyard space on the east and south sides of the house resulting in ample backyard area. Commonly, corner lots have significantly limited back yard space and often the corner side yard is the only area where the property owner can establish a "backyard". However, this is not the case with the subject site. Additionally, the proposed fence location would impact the property to the east which the driveway is adjacent to the subject property. Installation of a new fence too far into the front yard along West Jeffery Avenue will create visibility obstructions of vehicles and pedestrian to anyone using the driveway next door (see attached aerial).

Standards for Variation: Following are the petitioner's responses to the standards for variation for the variance request. (Any staff comments follow the petitioner's response)

1. **State how the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.**
   Applicant: My hardship is that we live on a property with two front yards, with a very small rear yard.

   Staff: The subject site being a corner lot does result in two front yards and the requirement to adhere to the 25-foot front yard setbacks. However, the subject site has sufficient usable space along the east and south sides of the home that does not result in unique conditions specific to the subject property.

2. **Indicate how the hardship is due to unique circumstances that do not generally apply to the other properties or uses.**
   Applicant: This is a unique situation only to corner lots in certain configurations.

   Staff: The subject site does not present any unique circumstances to support the setback variance.

3. **Describe how the alleged difficulty or hardship has not been created by any person presently having an interest in the property.**
   Applicant: We did not own the property when the lot was created.

   Staff: Their site currently conforms to the zoning code with respect to setback requirements.

4. **State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.**
   Applicant: My grandkids do come here often. My grandkids and we are deaf. We use American Sign Language as communication to each other. A 25 foot setback fence would help to protect us because we are deaf and avoid any misunderstood with language we use while we go to backyard to play.

   Staff: The requested variance will not affect the use of the subject property which will continue to remain as a single-family residential use.

5. **State how the granting of the variation will not alter the essential character of the locality.**
   Applicant: The fence will only encroach 8 feet into the 25 foot setback and will not alter the essential character of the area.

   Staff: The applicant's response was provided before the revised Site Plan was submitted. The revised site plan encroaches 16' into the setback and will impact the existing character of the block and create visual obstructions to the neighboring property to east.

6. **Describe how the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.**
   Applicant: The fence will only encroach 8 feet into the 25 foot setback and will not alter the essential character of the area.

   Staff: The applicant's response was provided before the revised Site Plan was submitted. The revised site plan encroaches 16' into the setback. The minimum building setbacks of the R-3A District have been established to provide sufficient spacing of structures between adjacent properties to provide sufficient supply of light and air to neighboring properties.

STAFF REVIEW

Fire Prevention Bureau Review: The Fire Prevention Bureau does not have any comments at this time.

Engineering Division Review: The Engineering Division does not have any comments at this time.

Staff Recommended Actions: Staff does not recommend approval of the variation as presented, but does support the installation of a six-foot tall privacy fence with a 17-foot setback from West Jeffery Avenue rather than the minimum 25-foot setback.

* * * * * *

If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of the variation, the appropriate motion would be to:

Recommend approval of Docket No. PV24-0011 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.04.050 R-3A Single-Family Residential District and associated sections, to reduce the minimum required building setback from the north side property line from 25 feet to 9 feet associated with the construction of a 6' tall wood fence, located at 157 West Jeffery Avenue, in accordance with the Plat of Survey provided by the petitioner and subject to the following:

1. Within thirty (30) days from the granting of the variance by the Village of Wheeling, the petitioner shall submit an Application for Building Permit to the Department of Community Development for the fence.

ATTACHMENTS:
Attachments to Staff Report (Staff)
Plat of Survey submitted by the petitioner
Photo of proposed fence

157 W Jeffery Attachments to Report.pdf (4,570 KB)

Revised Plat 16' panel.pdf (70 KB)

Proposed Fence.pdf (2,937 KB)

Motion & Voting

Recommend approval of Docket No. PV24-0011 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.04.050 R-3A Single-Family Residential District and associated sections, to reduce the minimum required building setback from the north side property line from 25 feet to 9 feet associated with the construction of a 6' tall wood fence, located at 157 West Jeffery Avenue, in accordance with the Plat of Survey provided by the petitioner and subject to the following:
1. Within thirty (30) days from the granting of the variance by the Village of Wheeling, the petitioner shall submit an Application for Building Permit to the Department of Community Development for the fence.
2. The proposed fence shall be angled where it abuts the neighbor to the east as approved by Village Staff.
3. The bush on the north side of the property shall be removed.

Motion by Diane Smart, second by Rick Hyken.
Final Resolution: Motion Carries
Yea: Don Johnson, Mike Sprague, Rick Hyken, Gerald Riles, Michelle Myer, Diane Smart
Nay: Steven Kasper

DOCKET NO. PV24-0011

FINDINGS OF FACT
AND RECOMMENDATION

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Re: **Docket No. PV24-0011**
157 W. Jeffery Avenue
Request for a Variation to Reduce the Minimum Front Yard Setback Along W. Jeffery Avenue from 25 Feet to 9 Feet for the Installation of a 6 Foot Tall Fence
PUBLIC HEARING

Chairman Johnson called Docket No. PV24-0011 on October 23, 2024. Present were Commissioners Riles, Sprague, Smart, Hyken, Kasper, Myer and Johnson. Also present were Village Engineer Kyle Goetzelmann, Fire Inspector Bob Niemiec, Village Planner Marcy Knysz, and Village Attorney Mallory Milluzzi.

Commissioner Sprague read the following statements.
A zoning variation is intended to be a method of adjustment to equalize regulations where the zoning code has created an unnecessary hardship. A variation is designed to allow affected property owners the same rights and privileges that others enjoy in the same zoning district. In order to be granted a variation a petitioner is required to demonstrate through testimony to the Plan Commission at a public hearing that their request meets the standards of the village code including, but not limited to, how their individual situation is unique or unusual.

Prior to the public hearing the petitioner provides written statements meant to show that their request meets the standards for a special use as established in Title 19. The Commission Chairperson will typically direct that these statements be entered into the record without a full reading of them at the hearing. Based upon the testimony and supporting materials submitted, the Plan Commission will make findings in support of, or against, the petitioner's testimony and report those findings to the Village Board.

Ms. Knysz provided a brief overview of the project. The subject property is a corner lot with two street frontages along West Jeffery Avenue and Jeanne Terrace. As a result, any installation of a six-foot tall fence along either street frontage requires a 25-foot setback. The homeowner seeks to install a new six-foot tall fence within the West Jeffery Avenue front yard, to project 16' from the house, resulting in a 9-foot setback. There is an existing fence along West Jeffery Avenue that currently projects into the required 25-foot setback (no variance records were found), which extends from the northeast corner of the house and extends east to the rear property line enclosing the rear yard. As requested, the homeowner is seeking to install a new privacy fence to extend from the front (northwest) corner of the house to create a larger fenced-in side yard that fronts Jeffery Avenue.

The petitioner initially requested to install a privacy fence with a 17-foot setback from West

Jeffery Avenue, which Village staff found acceptable. Subsequently, the petitioner revised the variance request to further extend the proposed fence into the front yard resulting in a 9-foot setback from West Jeffery Avenue. Staff does not support the further reduced setback to 9 feet since the property currently has sufficient backyard space on the east and south sides of the house resulting in ample backyard area. Commonly, corner lots have significantly limited back yard space and often the corner side yard is the only area where the property owner can establish a "backyard". However, this is not the case with the subject site. Additionally, the proposed fence location would impact the property to the east which the driveway is adjacent to the subject property. Installation of a new fence too far into the front yard along West Jeffery Avenue will create visibility obstructions of vehicles and pedestrian to anyone using the driveway next door.

The petitioner, Mohammed Khan, came forward and was sworn in through a sign language interpreter, Donna Reiter Brandwein. Mr. Khan stated that he wanted the fence to keep his family, who are all deaf, safe and his new puppy inside the property.

Ms. Pat Johnson, 148 W. Manchester came forward and was sworn in. Ms. Johnson stated she was opposed to the fence because it is on the corner and it will not look very nice. She further stated that the petitioner keeps three cars in the backyard and she thinks they want the fence to hide the cars. Attorney Milluzzi informed her this was not in the purview of the Plan Commission. Ms. Johnson thought that the fence would throw off the balance of the area.

Commissioner Riles did not have any questions.

Commissioner Myer asked why they were looking for a 9 foot setback on the north side when they have area on the east and south sides of their property. Mr. Khan responded that there was a tree there that was removed and he would like more room for his kids to play. Commissioner Myer also asked why he changed the location of the fence and more room. Mr. Khan responded that he initially wanted a dog run and now wants a playground for his kids.

Commissioner Kasper did not have any questions.

Commissioner Sprague stated that he had an issue with the 9' setback because of the proximity to the neighbor's driveway. He stated the back of the neighbor's car will hit the sidewalk before the driver can see the sidewalk. Commissioner Sprague asked if the petitioner would consider an angled fence by the neighbor's driveway. Mr. Khan responded through a sign language interpreter, Donna Reiter Brandwein, that he was willing to be flexible and does not want to block the neighbor's view.

The Plan Commission was polled to determine their thoughts on the fence location and removal of the bush.

Commissioner Riles was ok with the 9' setback if he was open to removing the bush, and was also open to angling the driveway for the safety of the neighbor.

Commissioner Myer thanked the petitioner for his flexibility. She concurred that for reasons of safety she would like to see the bush removed and then she would feel better about supporting the 9 foot setback and the angled fence.

Commissioner Kasper stated he was still not happy with the 9 foot setback and could not support that.

Commissioner Sprague stated that he was fine with the 9 foot setback if the bush was removed and the fence was angled.

Commissioner Smart stated that she was fine with the 9 foot setback if the bush was removed and the fence was angled.

Commissioner Hyken agreed with Commissioner Smart.

Chairman Johnson agreed with the other Commissioners.

Ms. Knysz read the two new conditions:

- The proposed fence shall be angled where it abuts the neighbor to the east as approved by Village Staff.
- The bush on the north side of the property shall be removed.

Chairman Johnson asked if there were any other questions and there were none.

Ms. Knysz read the proposed conditions for approval:

1. Within thirty (30) days from the granting of the variance by the Village of Wheeling, the petitioner shall submit an Application for Building Permit to the Department of Community Development for the fence.
2. The proposed fence shall be angled where it abuts the neighbor to the east as approved by Village Staff.
3. The bush on the north side of the property shall be removed.

Commissioner Smart moved, seconded by Commissioner Hyken to approve Docket No. PV24-0011 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.04.050 R-3A Single-Family Residential District and associated sections, to reduce the minimum required building setback from the north side property line from 25 feet to 9 feet associated with the construction of a 6' tall wood fence, located at 157 West Jeffery Avenue, in accordance with the Plat of Survey provided by the petitioner and subject to the following:

1. Within thirty (30) days from the granting of the variance by the Village of Wheeling, the petitioner shall submit an Application for Building Permit to the Department of Community Development for the fence.
2. The proposed fence shall be angled where it abuts the neighbor to the east as approved by Village Staff.

3. The bush on the north side of the property shall be removed.

On the roll call, the vote was as follows:

AYES: Commissioners Sprague, Smart, Riles, Hyken, Johnson, Myer
NAYS: Commissioner Kasper
ABSENT: None
ABSTAIN: None

There being six affirmative votes, the motion was approved.

Commissioner Hyken moved, seconded by Commissioner Myer to close Docket No. PV24-0011. On the roll call, the vote was as follows:

AYES: Commissioners Sprague, Smart, Riles, Hyken, Johnson, Kasper, Myer
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

Docket No. PV24-0011

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Plan Commission of the Village of Wheeling will hold a public hearing on October 9, 2024 at 6:30 p.m. in the Board Room of the Wheeling Village Hall at 2 Community Boulevard, Wheeling, Illinois, to act on a petition by Mohammed Khan, 157 W. Jeffery Avenue, Wheeling, IL 60090 (representative for the property owner), seeking a variation from Title 19 – Zoning of the Wheeling Municipal Code, Chapter 19.04.050 R-3A Single-Family Residential District and associated sections, to permit the installation of a six-foot tall fence to encroach fourteen feet into the required front yard setback (minimum twenty-five setback required) along W. Jeffery Avenue, for the property located at 157 W. Jeffery Avenue, in the R-3A (Single Family) Zoning District.

All interested persons are invited to attend and be heard.

Docket No. PV24-0011

Published in Daily Herald September 24, 2024 261458

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy,
was published 09/24/2024
in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY Paula Baltzman
Designee of the Publisher of the Daily Herald

Control # 261458

PADDOCK PUBLICATIONS, INC. Corporate SEAL ILLINOIS

Agenda Item Details

Meeting	Nov 04, 2024 - Village Board Regular Meeting Agenda
Category	13. New Business - All Listed Items for Discussion and Possible Action
Subject	A. Ordinance Granting a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Front Yard Setback for the Installation of a Front Yard Fence, 157 W. Jeffery Avenue [Docket No. PV24-0011]
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	Motion to Approve
Goals	Residential Life

Public Content

From: Ross Klicker, Director of Community Development
Subject: Variation to Permit a Reduction in the Minimum Required Front Yard Setback for the Installation of a Front Yard Fence, 157 W. Jeffery Avenue [Docket No. PV24-0011]

EXECUTIVE SUMMARY

The property owner of 157 W. Jeffery seeks a zoning variation to reduce the minimum required front yard setback from 25 feet to nine feet for the installation of a six-foot-tall privacy fence along W. Jeffery Avenue. At its October 23, 2024 hearing, the Plan Commission recommended approval of the variation request subject to conditions. The complete staff report, including the description of the proposal and staff analysis, is attached.

MEMO

The subject property is a corner lot with two street frontages, along West Jeffery Avenue and Jeanne Terrace. As a result, any installation of a six-foot-tall fence along either street frontage requires a 25-foot setback. The homeowner is seeking to install a new six-foot-tall fence within the West Jeffery Avenue front yard to project sixteen feet from the house, resulting in a nine-foot setback. An existing fence along West Jeffery Avenue projects into the required 25-foot setback (no variance records were found), and this request seeks to further extend the fence into the front yard setback.

The petitioner initially requested to install a privacy fence with a 17-foot setback from West Jeffery Avenue, which Village staff found acceptable. Subsequently, the petitioner revised the variance request to further extend the proposed fence into the front yard resulting in a nine-foot setback from West Jeffery Avenue. Staff did not support the further reduced setback to nine feet since the property currently has sufficient backyard space on the east and south sides of the house, resulting in ample backyard area.

Plan Commission Recommendation

At the October 23, 2024 Plan Commission hearing, Commissioner Smart moved, seconded by Commissioner Hyken, to recommend approval of Docket No. PV24-0011 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter19.04.050 R-3A Single-Family Residential District and associated sections, to reduce the minimum required building setback from the north side property line from 25 feet to nine feet associated with the construction of a six-foot-tall wood fence, located at 157 West Jeffery Avenue, in accordance with the Plat of Survey provided by the petitioner and subject to the following conditions:

1. Within thirty (30) days from the granting of the variance by the Village of Wheeling, the petitioner shall submit an Application for Building Permit to the Department of Community Development for the fence.

2. The proposed fence shall be angled where it abuts the neighbor to the east as approved by Village Staff.

3. The bush on the north side of the property shall be removed.

On the roll call, the vote was as follows:

AYES: Commissioners Johnson, Sprague, Riles, Hyken, Myer, Smart
NAYS: Commissioner Kasper

There being six affirmative votes, the motion was approved.

Community Development Director's Review and Recommendation
I concur with the Findings of Fact and Recommendations provided by the Plan Commission. An ordinance is attached for the Board's consideration to reflect the Commission's recommendation for the granting of a variation to permit a reduction in the minimum required building setback from the north side property line from 25 feet to nine feet associated with the construction of a six-foot-tall wood fence for the property located at 157 W. Jeffery Avenue, subject to conditions.

Attachments
Ordinance – Variation for Docket No. PV24-0011
Exhibit: Plat of Survey submitted by the petitioner
PC Staff Report
Attachments to Staff Report (Staff)
Findings of Fact – Draft
Public Notice Certification

Strategic Plan Theme
Residential Life

Revised Plat.pdf (70 KB)

PC Staff Report 157 Jeffery Ave 10.23.2024.pdf (223 KB)

157 W Jeffery Attachments to Report.pdf (4,570 KB)

PV24-0011 157 Jeffery FOF DRAFT.pdf (637 KB)

Certificate of Publication on 09242024.pdf (139 KB)

PV24-0011 ORD 157 W Jeffery Variation.pdf (29 KB)

Administrative Content

Executive Content

REGULAR meetings will be televised on channels 17 and 99. If you would like to attend a Village meeting but require an auxiliary aid such as a sign language interpreter, call 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING. To view the full agenda packet, visit www.boarddocs.com/il/vowil/Board.nsf/Public

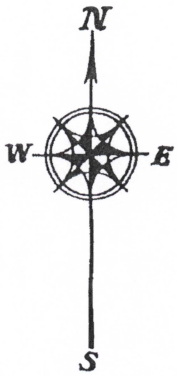
MURRY AND MOODY, LTD.

Land Surveyors

Illinois Professional Land Surveying Firm Corporation License No. 048-000087

933 S. Plum Grove Road Suite 101 Palatine, Illinois 60067

Phone: (847) 358-5960



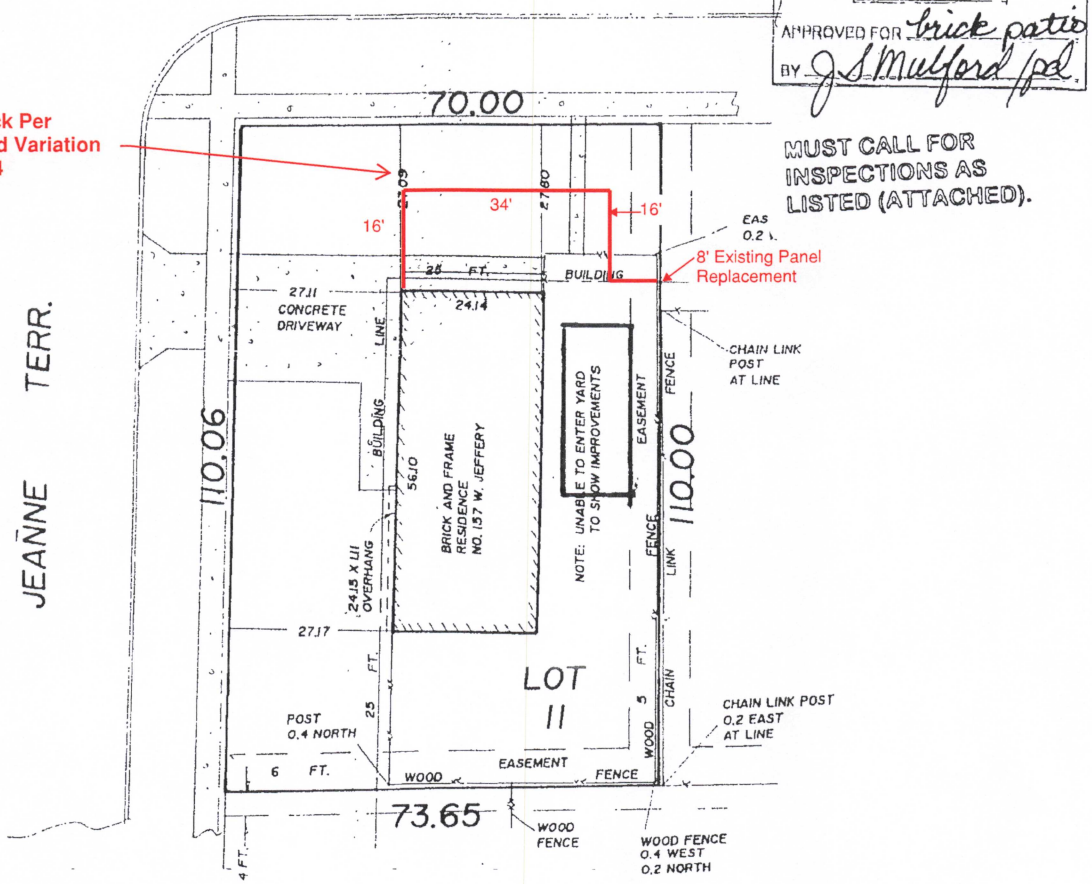
PLAT OF SURVEY

OF

EN (11) IN BLOCK SEVEN (7) IN MEADOWBROOK SUBDIVISION, UNIT NUMBER TWO, A SUBDIVISION OF PART OF THE NORTH HALF (1/2) ON 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED FFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 24, 1955, AS DOCUMENT NUMBER 1629537.

VILLAGE OF WHEELING
ENGINEERING DEPARTMENT
JUL 9 / 2008
APPROVED FOR brick patio
BY J.S. Mulford /pd.

MUST CALL FOR INSPECTIONS AS LISTED (ATTACHED).



D NOTES

shown thus. 50.25 are feet and decimal parts thereof. Angular hus: 90° 00' 00" indicate degrees, minutes and seconds.

00' 00" E indicates measure dimension / bearing.
90° 00' 00" E) indicates record dimension / bearing.
(90° 00' 00" E d) indicates deed call dimension / bearing.

wn hereon, if any, per local or assumed data, unless shown

r points before using same and report any differences

escription with deed or title policy and report any discrepancy

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

I, James C. Colbourne II, an Illinois Professional Land Surveyor do hereby certify that I have surveyed the above described property, and that the above plat is a correct representation of said survey.

Palatine, Illinois JULY 27, 2001

MEMORANDUM

DATE: April 22, 2026
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PV25-0016, Request for a Variation to Reduce the Front Yard Setback From 25 feet to 9 Feet on the North Property Line Associated with the Construction of a 6' Tall Fence (157 W. Jeffery Avenue). **PUBLIC HEARING**
RECOMMENDED ACTION: **Recommend approval of Docket No. PV25-0016** granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.04.050 R-3A Single-Family Residential District and associated sections, to permit the installation of a six-foot tall fence to encroach sixteen (16) feet into the required front yard setback along W. Jeffery Avenue for the property located at 157 W. Jeffery Avenue, in accordance with the Plat of Survey provided by the petitioner and subject to the following:

1. Within thirty (30) days from the granting of the variance by the Village of Wheeling, the petitioner shall submit an Application for Building Permit to the Department of Community Development for the fence. Upon demonstration of compliance with all Village regulations, the building permit shall be issued upon payment by the petitioner in which the building permit fee shall be doubled pursuant to the Schedule of Village Fees and Charges.

EXECUTIVE SUMMARY

PUBLIC HEARING INFORMATION
Docket No. PV25-0016: Mohammed Khan (representative for the property owner of 157 W. Jeffery Avenue, Wheeling, IL 60090), is seeking a variation to permit the installation of a six-foot tall fence to encroach sixteen feet into the required front yard building setback along W. Jeffery Avenue, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.04.050 R-3A Single-Family Residential District, and associated sections.

GENERAL PROPERTY INFORMATION
Applicant: Mohammed Khan (representative for property owner)

Property size: 7,885 sq. ft.

Neighboring Property Land Use(s):
North: W. Jeffery Avenue (Single Family Residential across W. Jeffery Ave.)
West: Jeanne Terrace (Single Family Residential across Jeanne Terrace)
South/East: Single Family Residential

Existing Use of Property: Single family home

Existing Zoning: R-3A, Single Family Residential

Comprehensive Plan Designation: Residential

Zoning History:

- Ordinance 5696, approved November 4, 2024, granting a variation to permit a reduction in the minimum

required front setback from 25 feet to 9 feet on the north property line for the installation of a six foot tall privacy fence (Docket No. PV24-0011)

SUMMARY OF REQUEST

Mohammed Khan, representative for the property owner, is seeking a variation to permit the installation of a six-foot tall fence at the northeast corner of the subject property. The proposed fence would encroach sixteen feet into the required front yard setback along W. Jeffery Avenue, reducing the minimum required setback from 25 feet to 9 feet, which the Wheeling Zoning Code requires a maximum four foot tall fence within the front yard.

VARIANCE ANALYSIS

A Variation is to grant relief from the literal requirements of the zoning ordinance when unique circumstances, applicable to the property, deprive it from enjoying privileges commonly enjoyed by other properties in the same zoning district. After review of the Standards summarized in this staff report, the Commission must find beyond a reasonable doubt that all of the standards are met.

The petitioner obtained a variation (Docket No. 5696, approved November 4, 2024) to permit the installation of a six-foot tall fence encroaching into the required front yard setback along W. Jeffery Avenue. The approved variation reduced the required setback from 25 feet to 9 feet. As part of that approval, the Plan Commission and Village Board imposed a condition requiring the fence to be angled at the point where it abuts the adjacent property to the east. This condition was specifically intended to preserve adequate sight distance for vehicles and pedestrians and to mitigate potential impacts on the neighboring driveway.

Subsequently, the petitioner obtained a building permit on November 7, 2024 and installed the fence in full conformance with the approved variance, including the required angled section. Following installation, the petitioner requested staff authorization to remove the angled portion of the fence and reconstruct that segment to run parallel with W. Jeffery Avenue. Staff advised the petitioner that such modification was not permitted by the conditions of the authorizing variance Ordinance No. 5696 and the approved permit. Notwithstanding, the petitioner proceeded to remove the required angled fence section and reconstruct the fence in violation of the authorizing Ordinance and permit. As a result, the property was subsequently issued a citation for violation of the Village Code.

The petitioner is now requesting a variation to allow the non-permitted fence segment to remain, without the angled configuration required by Ordinance No. 5696. Staff's review of this request has determined that no such conditions of the subject site have changed preventing the petitioner from complying with the granted variation ordinance and the imposed condition. Moreover, the fact that the petitioner initially installed the fence in full compliance with Ordinance No. 5696 and all conditions, demonstrates that there is no unique or physical hardship in complying with the granted variance. The angled fence condition was a critical component of the original variation, intended to maintain visibility at the driveway immediately east of the subject property thus not endangering the public safety – as required by the standards for variance. Removal of the angled section results in a continuous fence line parallel to W. Jeffery Avenue, which creates a visibility obstruction for both vehicles exiting the adjacent driveway and pedestrians traveling along the public sidewalk.

Based on the foregoing, staff finds that the proposed modification undermines the intent of the original approved variance and creates a public safety hazard. Therefore, staff does not support the requested variation and recommends denial of this request.

Standards for Variation: Following are the petitioner's responses to the standards for variation for the variance request. (Any staff comments follow the petitioner's response)

1. **State how the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.**

   Applicant: My hardship is that we live on a property with two front yards, with a very small rear yard.

   Staff: Under the prior variation petition, the Commission determined the site presented particular conditions that justified the installation of a six-foot tall privacy fence to encroach 16 feet into the front yard setback along Jeffery Avenue. However, in order for the fence not to be injurious to the public safety, the Commission required the fence be modified to angle at the point where it abuts the adjacent property to the east. Since the

granting of the variation by Ordinance No. 5696, the physical surroundings, shape, or topographical conditions of the subject site have not changed; as such, strict application of the Code does not result in a hardship in this property in complying with the authorizing variance Ordinance, but rather a mere inconvenience.

2. **Indicate how the hardship is due to unique circumstances that do not generally apply to the other properties or uses.**

   Applicant: This is a unique situation only to corner lots in certain configurations.

   Staff: The condition described by the applicant is not unique, as corner lots with dual front yard setbacks exist throughout the Village. The subject property does not exhibit any added unusual physical characteristics, such as irregular shape or topographical constraints, from that of the initial variation granted by Ordinance No. 5696. Therefore, no unique circumstances have been identified.

3. **Describe how the alleged difficulty or hardship has not been created by any person presently having an interest in the property.**

   Applicant: We did not own the property when the lot was created.

   Staff: While the lot configuration predates the current ownership, the petitioner previously obtained a variation to reduce the required setback from 25 feet to 9 feet, subject to specific conditions, including the angled fence requirement. The current hardship arises from the petitioner's decision to deviate from the approved plans and reconstruct the fence without the Village approvals. As a result, the hardship is self-imposed.

4. **State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.**

   Applicant: My grandkids do come here often. My grandkids and we are deaf. We use American Sign Language as communication each other. 25 ft setback fence would help to protect us because we are deaf and avoid any misunderstood with language we use while go to backyard to play.

   Staff: The property is currently improved with a single-family residence and will continue to function as such regardless of the requested variation. The previously approved fence configuration allows for an acceptable level of privacy and usability of the yard that was permitted to extend beyond the strict letter of the fence regulations. The requested variation is not necessary for the property to yield a reasonable return or to be used in a manner consistent with permitted residential uses.

5. **State how the granting of the variation will not alter the essential character of the locality.**

   Applicant: The fence will only encroach 8 feet into the 25 foot setback and will not alter the essential character of the area.

   Staff: To clarify applicant's response, the requested variance would allow the additional fence to encroach approximately 9 feet into the required 25-foot front yard setback. Additionally, such relief has been granted subject to the angled fence section, in part to prevent negatively impacting the character of the immediate area and use of the neighboring property.

6. **Describe how the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.**

   Applicant: The fence will only encroach 8 feet into the 25 ft setback and will not alter the essential character of the area.

   Staff: The granting of the petitioner's previous fence variation to allow for reduction in the front yard setback was subject to the condition imposed by the Commission that the fence be angled at the point where it abuts the adjacent property to the east so that the fence would not be injurious to the public safety. The petitioner's self-elimination of the angled fence section creates a visibility obstruction for vehicles exiting the adjacent driveway and pedestrians along the sidewalk. The Commission's condition of Ordinance No. 5696 addresses

legitimate public safety concerns of the neighborhood. Accordingly, the requested variation is not consistent with the intent of the Code and may endanger public safety.

STAFF REVIEW

Fire Prevention Bureau Review: The Fire Prevention Bureau does not have any comments at this time.

Engineering Division Review: The Engineering Division does not have any comments at this time.

Staff Recommended Actions: Staff does not recommend approval of the variation to modify the location of the fence at the northeast corner of the property.

******

If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of the variation, the appropriate motion would be to:

Recommend approval of Docket No. PV25-0016granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.04.050 R-3A Single-Family Residential District and associated sections, to permit the installation of a six-foot tall fence to encroach sixteen (16) feet into the required front yard setback along W. Jeffery Avenue for the property located at 157 W. Jeffery Avenue, in accordance with the Plat of Survey provided by the petitioner and subject to the following:

1. Within thirty (30) days from the granting of the variance by the Village of Wheeling, the petitioner shall submit an Application for Building Permit to the Department of Community Development for the fence. Upon demonstration of compliance with all Village regulations, the building permit shall be issued upon payment by the petitioner in which the building permit fee shall be doubled pursuant to the Schedule of Village Fees and Charges.

ATTACHMENTS:

Attachments to Staff Report (Staff)
Plat of Survey submitted by the petitioner
Photo of the Fence Section submitted by the petitioner
Ordinance No. 2024-5696 with Approved Site Plan
Building Permit Plan (November 2024)

LOCATION MAP

ZONING MAP

Aerial Photo

Photo of Existing Fence Facing Southwest from W. Jeffery Ave.

Photo of 157 W. Jeffery Ave. Facing East From W. Jeffery Ave./Jeanne Terr.

Photo of the Side Yard of 157 W. Jeffery Ave. and the Adjacent Sidewalk Facing East From W. Jeffery Ave./Jeanne Terr.

FINDINGS OF FACT
AND RECOMMENDATION

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: April 22, 2026

Re: Docket No. PV25-0016
Request for a Variation to Permit the Installation of a 6 Foot Fence to Encroach 16 Feet Into the Required 25 Foot Front Yard Building Setback
Mohammed Khan (Representative for property owner)
157 W. Jeffery Avenue

Chairman Johnson called Docket No. PV25-0016. Present were Commissioners Riles, Hyken, Johnson, Sprague, Myer, and Smart. Commissioner Karl was absent with prior notice. Also present were Village Planner Marcy Knysz, Village Attorney Mallory Milluzzi, and Village Engineer Kyle Goetzelmann.

Secretary Sprague reported that the variation was being sought to install a six-foot-tall fence to encroach 16 feet into the required front yard setback. He read the requirements for the zoning variation.

Ms. Knysz reported that in 2024, the petitioner came in and received a variation to install the fence at 9 feet. A condition was added that required the fence to be angled at the northeast corner to preserve the site distance for vehicles and pedestrians where it abutted the neighbor's driveway. The fence was installed in full compliance with the angle. Following that, the petitioner requested that the angled portion be removed. The staff denied the request, but the petitioner moved forward with the removal of the angle. Staff had safety concerns since it blocked the view of the sidewalk and did not recommend approval of the request. Staff requested that the angle be restored to its previous setting.

A sign language interpreter was provided for the petitioner.

The petitioner, Mohammed Khan, stepped to the podium and was sworn in.

Mr. Khan stated that he agreed with the 2024 request, but his personal circumstances had changed. He discussed his safety concerns about his children climbing the fence and that his son was hurt twice, so a change was needed. He asked whether any police reports indicated that it was unsafe for other members of the public. Ms. Knysz reported that they did not have that information.

Commissioner Sprague asked if the proposal was a six-foot fence to match the existing one. Mr. Khan confirmed that it was. Commissioner Sprague asked how it would help his son not to climb over the fence. Mr. Khan explained that there was a pole, and that if the fence was not at the angle and was flush with the neighbor's driveway, his son would not climb over it. Commissioner Sprague raised concerns about the son falling on his neighbor’s driveway. Mr. Khan explained that the son would not climb it and noted that he had almost gone to the hospital twice. The intent was to sell the property, and it had no wheelchair accessibility at home. He was concerned about the property value if the fence was moved back.

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Ms. Knysz noted that there were still fence posts every six feet if it was moved.

Commissioner Sprague commented that the fence could be adjusted to have a 45-degree angle at the corner. Mr. Khan noted that his son would still climb the fence. Commissioner Sprague discussed the safety concerns with the fence at a 90-degree angle and suggested a small notch in the fence.

Ms. Knysz noted that if they had the small notch, a custom piece of fence would be needed. Questions were opened to the public.

David Thomas, the son of the owner of the neighboring house, stepped to the podium and was sworn in. He explained that the middle portion of the fence was damaged and Mr. Khan had agreed to fix it since it was his fence. In July 2025, the neighbors were away on vacation, and upon their return, the fence had been replaced. The fence had been installed partially in the driveway and is impeding Mr. Thomas's mother from getting out of the car. Mr. Thomas noted that he could also not see the sidewalk at all when backing out of the driveway, which posed a safety issue. Mr. Thomas showed pictures of the fence to the Plan Commissioner's. Mr. Thomas's father went to speak to Mr. Khan, and the police were called on Mr. Thomas.

Ron Terromini, the owner of a property across the street, stepped to the podium and was sworn in. He discussed the poor state of the front and backyard of the subject property, which he believed would lower property values. He noted that there was no one in a wheelchair. There was a complete blind spot where the fence was. He commented that he believed it was also an eyesore and decreased the neighbor's property value.

Mr. Khan reported that there was no communication with the neighbor when his son fell, so he installed the fence. He reported that the neighbor painted their side of the fence black without his permission. He discussed that he wanted to change everything to make it better.

Commissioner Riles stated that he understood the safety concerns of Mr. Khan's children and others in the neighborhood. He asked why the proper channels were not gone through before making the change. Mr. Khan stated that it was only a temporary fence, but his son was in the hospital in Chicago and was taking priority. Mr. Khan stated that putting up a temporary fence did not make it right and that the proper channels had to be followed. Mr. Khan discussed that the process was too long, and his older son would have kept climbing the wall. Commissioner Riles stated that he understood the time limit, but it still did not allow the right to bypass the channels. Commissioner Smart had no questions. She commented that the rules and code were in place for everyone's safety.

Commissioner Hyken reiterated the comments of Commissioners Riles and Smart.

Commissioner Sprague explained that the Commission was to ensure the safety of everyone in the Village, which was why they had originally agreed to having the fence at the 45-degree angle. He stated that he could not support the presented request.

Commissioner Myer stated that she understood the personal circumstances, but actions were taken in direct violation of the approval received. She stated that she could not support the presented request.

In response to Chairman Johnson's question, Village Engineer Kyle Goetzelmann discussed that

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an angled fence would help improve the site line for visibility to the sidewalk.

Ms. Knysz stated that, if a diagonal fence configuration is proposed, a vision triangle must be depicted on the Site Plan, measured 20 feet in each direction from the driveway. Should any modification to the approved fence be proposed, a revised Site Plan must be submitted for staff review to verify that the fence remains located outside of the required vision triangle.

Mr. Thomas asked for the fence to follow the original permit due to the narrowness of the driveway. He stated that he was concerned that an angle would still have the fence over their property line.

Commissioner Sprague questioned why the fence was approved as shown in the permit. Ms. Knysz clarified that the permit was issued administratively by staff in full conformance with the Plan Commission's approval, which explicitly required the fence to be installed at an angle, subject to staff approval. While the approved Site Plan did not graphically depict the angled configuration, the controlling approval included a condition requiring that design, and staff implemented the permit accordingly.

Ms. Knysz read the proposed conditions for Docket No. PV25-0016:

1. Within thirty (30) days from the granting of the variance by the Village of Wheeling, the petitioner shall submit an Application for Building Permit to the Department of Community Development for the fence. Upon demonstration of compliance with all Village regulations, the building permit shall be issued upon payment by the petitioner in which the building permit fee shall be doubled pursuant to the Schedule of Village Fees and Charges.

Ms. Knysz explained that the approval was for the current fence layout.

The Commissioners had no further questions.

MOTION: Commissioner Sprague moved, seconded by Commissioner Myer, to approve Docket No. PV25-0016 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.04.050 R-3A Single-Family Residential District and associated sections, to permit the installation of a six-foot tall fence to encroach sixteen (16) feet into the required front yard setback along W. Jeffery Avenue for the property located at 157 W. Jeffery Avenue, in accordance with the Plat of Survey provided by the petitioner and subject to the following:

1. Within thirty (30) days from the granting of the variance by the Village of Wheeling, the petitioner shall submit an Application for Building Permit to the Department of Community Development for the fence. Upon demonstration of compliance with all Village regulations, the building permit shall be issued upon payment by the petitioner in which the building permit fee shall be doubled pursuant to the Schedule of Village Fees and Charges.

On the roll call, the vote was as follows:

AYES: None
NAYS: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
ABSENT: Commissioner Karl
ABSTAIN: None

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There being zero affirmative votes, the motion failed.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart, to approve closing Docket No. PV25-0016.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

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Docket No. PV25-0016
NOTICE OF PUBLIC HEARING
Notice is hereby given that the Plan Commission of the Village of Wheeling will hold a public hearing on April 22, 2026 at 6:30 p.m. in the Board Room of the Wheeling Village Hall at 2 Community Boulevard, Wheeling, Illinois, to act on a petition by Mohammed Khan (representative for the property owner), seeking a variation to permit the installation of a six-foot tall fence to encroach sixteen (16) feet into the required front yard setback along W. Jeffery Avenue for the property located at 157 W. Jeffery Avenue, zoned R-3A (Single Family) Zoning District.
All interested persons are invited to attend and be heard.
Docket No. PV25-0016
To be published in the Wheeling Herald on Tuesday, April 7, 2026
Published in Daily Herald April 7, 2026 (326991)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 04/07/2026 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY _____
Designee of the Publisher of the Daily Herald

Control # 326991

PADDOCK PUBLICATIONS, INC. Corporate SEAL ILLINOIS

MEMORANDUM

DATE:	May 4, 2026
FROM:	Ross Klicker, Community Development Director
SUBJECT:	Ordinance Granting a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Front Yard Setback, 1042 S. Milwaukee Avenue [Docket No. PV25-0014]
DOLLAR AMOUNT:	N/A
BUDGETED:	No
BUDGET SOURCE:	N/A
RECOMMENDED ACTION:	Approve
STRATEGIC PLAN THEME:	Economic Development

EXECUTIVE SUMMARY

Cubesmart seeks a variation to reduce the minimum required front-yard setback along Milwaukee Avenue from 25 feet to 8.4 feet for the installation of ground-mounted equipment associated with a proposed 600-kilowatt rooftop solar collection system at the Cubesmart self-storage facility at 1042 South Milwaukee Avenue. At the April 22, 2026 hearing, the Plan Commission recommended approval of the variation request. The petitioner received minor site plan and appearance approval for the installation of ground-mounted equipment and rooftop solar collection system at the April 22 Plan Commission meeting (Docket No. PSPMIN26-0005).

MEMO

The petitioner is requesting a variation to allow a reduction from the minimum required front-yard setback along Milwaukee Avenue from 25 feet to 8.4 feet for the installation of ground-mounted equipment associated with a proposed 600-kilowatt rooftop solar collection system on the existing self-storage buildings at 1042 South Milwaukee Avenue. The petitioner's proposal includes landscaping along the east property line adjacent to Milwaukee Avenue to screen the ground-mounted equipment and utility infrastructure. The plan includes a mix of ornamental grasses, shrubs, and small deciduous and evergreen plantings arranged in a continuous buffer.

Plan Commission Recommendation

At the April 22, 2026, Plan Commission hearing, Commissioner Myer moved, seconded by Commissioner Riles, to recommend approval of Docket No. PV25-0014 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required front yard setback from 25 feet to 8.4 feet for the installation of ground-mounted equipment associated with a 600-kilowatt rooftop solar collection system for Cubesmart, L.P., located at 1042 South Milwaukee Avenue, in accordance with the exhibits listed below and subject to the following conditions:

1. Approval of the variance is contingent upon approval of PSPMIN26-0005 (minor site plan and building appearance approval).

There being six affirmative votes, the motion was approved.

Community Development Director's Review and Recommendation

I concur with the Findings of Fact and Recommendations provided by the Plan Commission. An ordinance is attached for the Board's consideration to reflect the Commission's recommendation for the granting of a variation to reduce the minimum required front yard setback for the installation of ground-mounted equipment for Cubesmart, L.P. located at 1042 South Milwaukee Avenue, subject to conditions.

Attachments
Ordinance – Variation for Docket No. PV25-0014
Exhibits: Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025
Plan Set prepared by Atwell, last revised 3/4/2026
Equipment Specification Sheets
PC Staff Report
Attachments to Staff Report (Staff)
Findings of Fact – Draft
Public Notice Certification

Docket No. PV25-0014

ORDINANCE NO. _____

ORDINANCE GRANTING A VARIATION FROM TITLE 19, ZONING, TO PERMIT A REDUCTION IN THE MINIMUM REQUIRED FRONT YARD SETBACK, 1042 S. MILWAUKEE AVENUE

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on April 22, 2026, duly noticed in the *Daily Herald* on April 7, 2026, to consider a request for a variation petition by Cubesmart, L.P. (hereinafter referred to as the "Petitioner"), as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a reduction in the minimum required front yard setback along Milwaukee Avenue from 25 feet to 8.4 feet for the installation of ground-mounted equipment associated with a 600-kilowatt rooftop solar collection system for the property located at 1042 S. Milwaukee Avenue (hereinafter referred to as "Subject Site") in the B-3, General Commercial and Office zoning district; and

WHEREAS, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending approval by a vote of 6 ayes and 0 nays with 1 absent; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request for a zoning variation;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- The hardship is due to unique circumstances that do not generally apply to the other properties or uses.
- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.
- The alleged difficulty or hardship has not been created by any person presently having an interest in the property.
- The granting of the variation will not alter the essential character of the locality.
- The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Section B

A variation is hereby granted from Title 19, Zoning of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a reduction in the minimum required front yard setback along Milwaukee Avenue from 25 feet to 8.4 feet for the

installation of ground-mounted equipment associated with a 600-kilowatt rooftop solar collection system for the Subject Site, herein legally described:

THAT PART OF THE SOUTH 1320.00 FEET OF THE NORTH ½ OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 132.0 FEET OF THE SOUTH 1320.0 FEET OF THE NORTH ½ OF SECTION 13 AND THE CENTERLINE OF MILWAUKEE AVENUE; THENCE WEST ON SAID SOUTH LINE OF THE NORTH 132.0 FEET OF THE SOUTH 1320.0 FEET OF THE NORTH ½ OF SECTION 13, A DISTANCE OF 831.35 FEET; THENCE SOUTH ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 460.0 FEET; THENCE EAST ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 581.35 FEET; THENCE NORTH ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 310.0 FEET; THENCE EAST ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES TO THE RIGHT OF THE LAST DESCRIBED COURSE TO THE CENTERLINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERY ALONG SAID CENTERLINE OF MILAUWKEE AVENUE TO THE POINT OF BEGINNING;
(EXCEPT THE SOUTH 299.72 FEET OF THE WEST 581.35 FEET THEREOF; AND ALSO EXCEPTING THEREFROM THAT PART TAKEN FOR HIGHWAY PURPOSES ACCORDING TO THE CONDEMNATION PROCEEDINGS IN CASE NO. 94L50965, FILED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS)

SAID LAND ALSO DESCRIBED AS FOLLOWS:
THAT PART OF THE SOUTH 1320.0 FEET OF THE NORTH ½ OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,

BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 132.0 FEET OF THE SOUTH 1320.0 FEET OF SAID NORTH ½ OF SECTION 13 AND THE WEST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE; THENCE SOUTH 12 DEGREES, 24 MINUTES, 12 SECONDS EAST, A DISTANCE OF 154.07 FEET; THENCH NORTH 89 DEGREES, 12 MINUTES 42 SECONDS WEST, A DISTANCE OF 218.40 FEET; THENCE SOUTH 00 DEGREE, 47 MINUTES, 18 SECONDS EAST, A DISTANCE OF 10.28 FEET; THENCE NORTH 89 DEGREES, 12 MINUTES, 42 SECONDS WEST, A DISTANCE OF 581.35 FEET; THENCE NORTH 00 DEGREE, 47 MINUTES, 18 SECONS WEST, A DISTANCE OF 160.28 FEET; THENCH SOUTH 89 DEGREES, 12 MINUTES, 42 SECONDS EAST, A DISTANCE OF 764.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Section C

The Variation granted in Section B of this Ordinance is to be completed substantially in accordance with the following plans and exhibits, attached hereto as **Exhibit A** and made part hereof:

- Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025
- Plan Set prepared by Atwell, last revised 3/4/2026

- Equipment Specification Sheets

Section D

The Variation approval granted in Section B of this Ordinance is subject to the following condition:

1. Approval of the variance is contingent upon approval of PSPMIN26-0005 (minor site plan and building appearance approval).

Section E

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee_____ moved, seconded by Trustee_____ that Ordinance No. _____ be passed, this 4th day of May, 2026.

President Horcher	_____	Trustee Ruffatto	_____
Trustee Krueger	_____	Trustee Vito	_____
Trustee Lang	_____	Trustee Vogel	_____
Trustee Papantos	_____		

APPROVED this 4th day of May 2026 by the President and Board of Trustees, Wheeling, Illinois.

_____
Patrick Horcher, Village President

ATTEST:

_____
Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

_____
Village Attorney

PUBLISHED in pamphlet form this 5th day of May 2026, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Exhibit A (Attached)

- Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025
- Plan Set prepared by Atwell, last revised 3/4/2026
- Equipment Specification Sheets

Received 10/27/2025

601 Bangs Ave, Suite 301
Asbury Park, NJ 07712
O. 844.765.2769
SOLARLANDSCAPE.COM

Project Narrative
1042 S Milwaukee Ave, Wheeling, IL

(1) Owner and/or developer's name, phone number and address;

DEVELOPER

SOLAR LANDSCAPE LLC

601 BANGS AVENUE, SUITE 301

ASBURY PARK, NJ 07712

PHONE: (856) 437-9711

CONTACT: EMILY MCCUE

PROPERTY OWNER

CUBESMART L.P.

5 OLD LANCASTER RD

MALVERN, PA 19355

PHONE: 610-535-5407

CONTACT: ANDREA PRUDENTE

(2) Where applicable, the architect's or engineer's name, phone number and address;

CIVIL ENGINEER

ATWELL, LLC

1250 EAST DIEHL ROAD, SUITE 300

NAPERVILLE, IL 60563

PHONE: (630) 577-0800

FAX: (630) 577-0900

CONTACT: MICHAEL KEITH, P.E.

(3) Description of all proposed buildings indicating proposed uses and building size;

N/A – no new buildings proposed

Proposed Use of Existing Buildings:

Installation of a 600 kW AC rooftop community solar array on existing Cubesmart buildings on the property located at 1042 S Milwaukee Ave, Wheeling, IL.

(4) Descriptions of the location, type and size of all outside signs;

No proposed monument signs. Only regulatory signs (i.e. WARNING: TURN OFF PHOTOVOLTAIC AC DISCONNECT PRIOR TO WORKING INSIDE THIS PANEL or any required regulatory signs/labels needed for the equipment).

(5) Calculations indicating the total site size, building floor area, number of parking spaces, amounts of impervious surfaces, and amount of nonimpervious green space.

N/A – no revisions to the existing property/structures

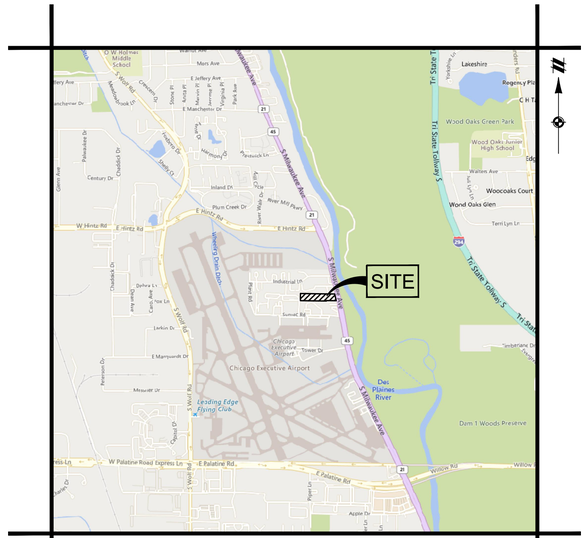
Existing Features On-Site:

- Site Area: 2.83 Acres
- Gross Floor Area of Existing Building footprints: 76,011 square feet.
- 2 marked existing parking spaces.
- Existing Impervious Area: 2.77 Acres
- Existing Non-Impervious Area: 0.06 Acres

CS IL 1042 MILWAUKEE AVE

1042 SOUTH MILWAUKEE AVENUE
WHEELING, COOK COUNTY, ILLINOIS

SPECIAL USE PERMIT PLANS



VICINITY MAP
NOT TO SCALE

DEVELOPMENT TEAM

DEVELOPER
SOLAR LANDSCAPE LLC
601 BANGS AVENUE, SUITE 301
ASBURY PARK, NJ 07712
PHONE: (856) 437-9711
CONTACT: EMILY MCCUE

CIVIL ENGINEER
ATWELL, LLC
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
PHONE: (630) 577-0800
FAX: (630) 577-0900
CONTACT: MICHAEL KEITH, P.E.

SURVEYOR
JLH LAND SURVEYING INC.
2621 CANYON DRIVE
PLAINFIELD, IL 60586
PHONE: (815) 669-3791

GOVERNING AGENCIES & UTILITY CONTACTS

MUNICIPALITY/PLANNER
DIRECTOR OF COMMUNITY DEVELOPMENT
2 COMMUNITY BOULEVARD
WHEELING, IL 60090
PHONE: (847) 459-2620
CONTACT: ROSS KLICKER

CITY ENGINEER
VILLAGE ENGINEER
2 COMMUNITY BOULEVARD
WHEELING, IL 60090
PHONE: (847) 459-2620
CONTACT: KYLE GOETZELMANN

ELECTRIC
COMED
PHONE: (800) 334-7661

SOIL EROSION
VILLAGE ENGINEER
2 COMMUNITY BOULEVARD
WHEELING, IL 60090
PHONE: (847) 459-2620
CONTACT: KYLE GOETZELMANN

WATER & SEWER
UTILITY SUPERINTENDENT
77 WEST HINTZ ROAD
WHEELING, IL 60090
PHONE: (847) 279-6928
CONTACT: JEFF WOLFGRAM

GAS
NICOR GAS
PHONE: (888) 642-6748

LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1320.00 FEET OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

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(EXCEPT THE SOUTH 299.72 FEET OF THE WEST 581.35 FEET THEREOF;
AND ALSO EXCEPTING THEREFROM THAT PART TAKEN FOR HIGHWAY PURPOSES ACCORDING TO THE CONDEMNATION PROCEEDINGS IN CASE NO. 94L50965, FILED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS)

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BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 132.0 FEET OF THE SOUTH 1320.0 FEET OF SAID NORTH 1/2 OF SECTION 13 AND THE WEST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE; THENCE SOUTH 12 DEGREES, 24 MINUTES, 12 SECONDS EAST, A DISTANCE OF 154.07 FEET; THENCE NORTH 89 DEGREES, 12 MINUTES, 42 SECONDS WEST, A DISTANCE OF 218.40 FEET; THENCE SOUTH 00 DEGREES, 47 MINUTES, 18 SECONDS EAST, A DISTANCE OF 210.28 FEET; THENCE NORTH 89 DEGREES, 12 MINUTES, 42 SECONDS WEST, A DISTANCE OF 581.35 FEET; THENCE NORTH 00 DEGREES, 47 MINUTES, 18 SECONDS WEST, A DISTANCE OF 581.35 FEET; THENCE SOUTH 89 DEGREES, 12 MINUTES, 42 SECONDS EAST, A DISTANCE OF 764.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SHEET INDEX

C01.0 COVER SHEET
C02.0 EXISTING CONDITIONS PLAN
C03.0 SITE LAYOUT PLAN
C04.0 STANDARD NOTES AND DETAILS
L01.0 LANDSCAPE PLAN
L02.0 LANDSCAPE DETAILS
L03.0 LANDSCAPE SPECIFICATIONS

811 Know what's below. Call before you dig.
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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ATWELL
866.850.4200 www.atwell.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
630.577.0800
DESIGN FIRM #184005876-0010

SECTION 13
TOWNSHIP 42 NORTH, RANGE 11 EAST
WHEELING TOWNSHIP
COOK COUNTY, ILLINOIS

ATTRIBUTE
SOLAR LANDSCAPE LLC
CS IL 1042 MILWAUKEE AVE
1042 S. MILWAUKEE AVE. WHEELING, IL 60090
SPECIAL USE PERMIT PLANS
COVER SHEET

NOT FOR CONSTRUCTION

DATE
AUGUST 5, 2025

REVISIONS
2025/09/05
REVISIONS PER CLIENT
2025/12/17
REVISIONS PER CLIENT & VILLAGE
2026/03/04
REVISIONS PER VILLAGE

DR. AMW | CH. MBK
P.M. M. KEITH
JOB 25000706
SHEET NO.
C01.0

Michael B. Keith
MICHAEL B. KEITH
062-066723
LICENSED PROFESSIONAL ENGINEER
STATE OF ILLINOIS
03/04/2026
EXP. 11/30/2027

I:\2025\25000706\CAD\PLAN SETS\SPECIAL USE\25000706-SUP-SHEETS.DWG, C01.0 - COVER SHEET, 3/4/2026 8:18:58 AM, ALEX VYHNAL

LEGEND

- BOUNDARY LINE
- EXISTING SETBACK LINE
- ZONING SPLIT LINE
- EXISTING BUILDING

EXISTING CONDITIONS BASED ON ALTA/ACSM LAND TITLE SURVEY BY JLH LAND SURVEYING INC. 09/21/2009.

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 1320.00 FEET OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 132.0 FEET OF THE SOUTH 1320.0 FEET OF THE NORTH 1/2 OF SECTION 13 AND THE CENTERLINE OF MILWAUKEE AVENUE; THENCE WEST ON SAID SOUTH LINE OF THE NORTH 132.0 FEET OF THE SOUTH 1320.0 FEET OF THE NORTH 1/2 OF SECTION 13, A DISTANCE OF 831.35 FEET; THENCE SOUTH ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 460.0 FEET; THENCE EAST ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 581.35 FEET; THENCE NORTH ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 910.0 FEET; THENCE EAST ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES TO THE RIGHT OF THE LAST DESCRIBED COURSE TO THE CENTERLINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF MILWAUKEE AVENUE TO THE POINT OF BEGINNING;

(EXCEPT THE SOUTH 299.72 FEET OF THE WEST 581.35 FEET THEREOF;
AND ALSO EXCEPTING THEREFROM THAT PART TAKEN FOR HIGHWAY PURPOSES ACCORDING TO THE CONDEMNATION PROCEEDINGS IN CASE NO. 94L50965, FILED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS)

SAID LAND ALSO DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH 1320.00 FEET OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 132.0 FEET OF THE SOUTH 1320.0 FEET OF SAID NORTH 1/2 OF SECTION 13 AND THE WEST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE; THENCE SOUTH 12 DEGREES, 24 MINUTES, 12 SECONDS EAST, A DISTANCE OF 154.07 FEET; THENCE NORTH 89 DEGREES, 12 MINUTES, 42 SECONDS WEST, A DISTANCE OF 218.40 FEET; THENCE SOUTH 00 DEGREES, 47 MINUTES, 18 SECONDS EAST, A DISTANCE OF 210.28 FEET; THENCE NORTH 89 DEGREES, 12 MINUTES, 42 SECONDS WEST, A DISTANCE OF 581.35 FEET; THENCE NORTH 00 DEGREES, 47 MINUTES, 18 SECONDS WEST, A DISTANCE OF 581.35 FEET; THENCE SOUTH 89 DEGREES, 12 MINUTES, 42 SECONDS EAST, A DISTANCE OF 764.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SCALE IN FEET

0 40 80 120 200

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NOTICE:
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SECTION 13
TOWNSHIP 42 NORTH, RANGE 11 EAST
WHEELING TOWNSHIP
COOK COUNTY, ILLINOIS

ATTRIBUTE
SOLAR LANDSCAPE LLC
CS IL 1042 MILWAUKEE AVE
1042 S. MILWAUKEE AVE, WHEELING, IL 60090
SPECIAL USE PERMIT PLANS
EXISTING CONDITIONS PLAN

NOT FOR CONSTRUCTION

DATE
AUGUST 5, 2025

REVISIONS
2025/08/05
REVISIONS PER CLIENT
2025/12/17
REVISIONS PER CLIENT & VILLAGE
2026/03/04
REVISIONS PER VILLAGE

DR. AMW | CH. MBK
P.M. M. KEITH
JOB 25000706
SHEET NO.
C02.0

I:\2500\25000706\PLAN SETS\PRELIMINARY\25000706-SDS-EXIST EXIST CONDITIONS PLAN 3/4/2026 8:37 AM ALEX WANEK

LEGEND

- BOUNDARY LINE
- EXISTING SETBACK LINE
- ZONING SPLIT LINE
- UNDERGROUND ELECTRIC LINE
- EXISTING BUILDING

SITE DATA

PIN:	03-13-200-018
JURISDICTION:	VILLAGE OF WHEELING, IL
ZONING DISTRICT:	B-3 (GENERAL COMMERCIAL AND OFFICE DISTRICT) AND I-3 (GENERAL INDUSTRIAL DISTRICT)
CURRENT LAND USE:	STORAGE FACILITY
PARCEL AREA:	± 2.84 ACRES

FEMA FLOOD HAZARD: ZONE X AND ZONE AE PER FIRM MAP #17031C0207J DATED 8/19/2008.

GENERAL NOTES

1. THE CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS. THE CONTRACTOR SHALL ALSO PAY ALL FEES AND POST ALL BONDS ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER AND ARCHITECT AS REQUIRED.
2. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AND ALL CONSTRUCTION MEANS AND METHODS.
3. LIMITS OF WORK SHALL BE EROSION CONTROL BARRIERS AS INDICATED ON DRAWINGS.
4. ANY ALTERATION TO THESE DRAWINGS MADE IN THE FIELD DURING CONSTRUCTION SHALL BE RECORDED BY THE CONTRACTOR ON RECORD DOCUMENTS.
5. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
6. EXISTING TREES AND SHRUBS SHALL NOT BE CLEARED, UNLESS OTHERWISE NOTED.
7. FOR DRAWING LEGIBILITY, ALL EXISTING TOPOGRAPHIC FEATURES, EXISTING UTILITIES, PROPERTY BOUNDARIES, EASEMENTS, ETC. MAY NOT BE SHOWN ON ALL DRAWINGS. REFER TO ALL REFERENCED DRAWINGS AND OTHER DRAWINGS IN THIS SET FOR ADDITIONAL INFORMATION.

ZONING DISTRICT:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH CONDITIONS THAT MAY BE PROMULGATED BY THE COOK COUNTY PLANNING AND DEVELOPMENT DEPARTMENT, SOIL AND WATER CONSERVATION DISTRICT, AND MUNICIPAL AGENCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING, SECURING AND COMPLIANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT, AS ADMINISTERED BY THE STATE ENVIRONMENTAL PROTECTION AGENCY.

LAYOUT AND MATERIALS NOTES:
1. ALL LINES AND DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINES FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.
2. CONTRACTOR SHALL REPORT SIGNIFICANT CONFLICTS TO THE OWNER AND THE ENGINEER FOR RESOLUTION.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN SITE PLAN DIMENSIONS AND BUILDING PLANS BEFORE PROCEEDING WITH ANY PORTION OF SITE WORK WHICH MAY BE AFFECTED SO THAT PROPER ADJUSTMENTS TO THE SITE LAYOUT CAN BE MADE IF NECESSARY.
4. PROTECT EXISTING PROPERTY MONUMENTS AND ABUTTING PROPERTIES DURING CONSTRUCTION ACTIVITIES.

ZONING REQUIREMENTS

ZONING DISTRICT: B-3

REQUIRED SETBACKS FOR GROUND EQUIPMENT:

YARD	REQUIRED	PROPOSED
FRONT / STREETS:	25 FT.	8.4 FT. *
SIDE:	15 FT.	17.9 FT. *

ZONING DISTRICT: I-3

REQUIRED SETBACKS FOR GROUND EQUIPMENT:

YARD	REQUIRED	PROPOSED
REAR:	N/A	N/A
SIDE:	N/A	N/A

*ALL GROUND EQUIPMENT IS LOCATED WITHIN THE SETBACK(S). VARIANCE IS REQUESTED.

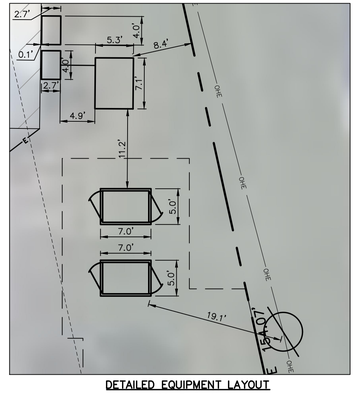
FEMA REGULATORY FLOODWAY NOT ON PROPOSED SITE. SITE IS SPLIT BETWEEN ZONE AE AND ZONE X.

FLOODPLAIN NOTES

1.) FLOODPLAIN ELEVATION ON PROPERTY NEAREST TO THE IMPROVEMENTS IS 636.6 IN NGVD 29 (640.2 NAVD 88).

2.) ANY ELECTRICAL EQUIPMENT SHALL BE INSTALLED ABOVE THE BASE FLOOD ELEVATION (636.6) OR FLOOD PROOFED.

3.) AS-BUILT DRAWINGS WILL BE REQUIRED TO FINALIZE THE FLOODPLAIN PERMIT. THE AS-BUILT DRAWINGS SHOULD INCLUDE LOCATION OF UNDERGROUND CONDUIT AND ELEVATION OF ELECTRICAL EQUIPMENT IN RELATION TO THE BASE FLOOD ELEVATION.



DETAILED EQUIPMENT LAYOUT
SCALE 1"=10'

SCALE IN FEET
0 40 80 120 200

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WHEELING TOWNSHIP
COOK COUNTY, ILLINOIS

ATTRIBUTE
SOLAR LANDSCAPE LLC
CS IL 1042 MILWAUKEE AVE
1042 S. MILWAUKEE AVE, WHEELING, IL 60090
SPECIAL USE PERMIT PLANS
SITE LAYOUT PLAN

NOT FOR CONSTRUCTION

DATE
AUGUST 5, 2025

REVISIONS
2025/08/05 REVISIONS PER CLIENT
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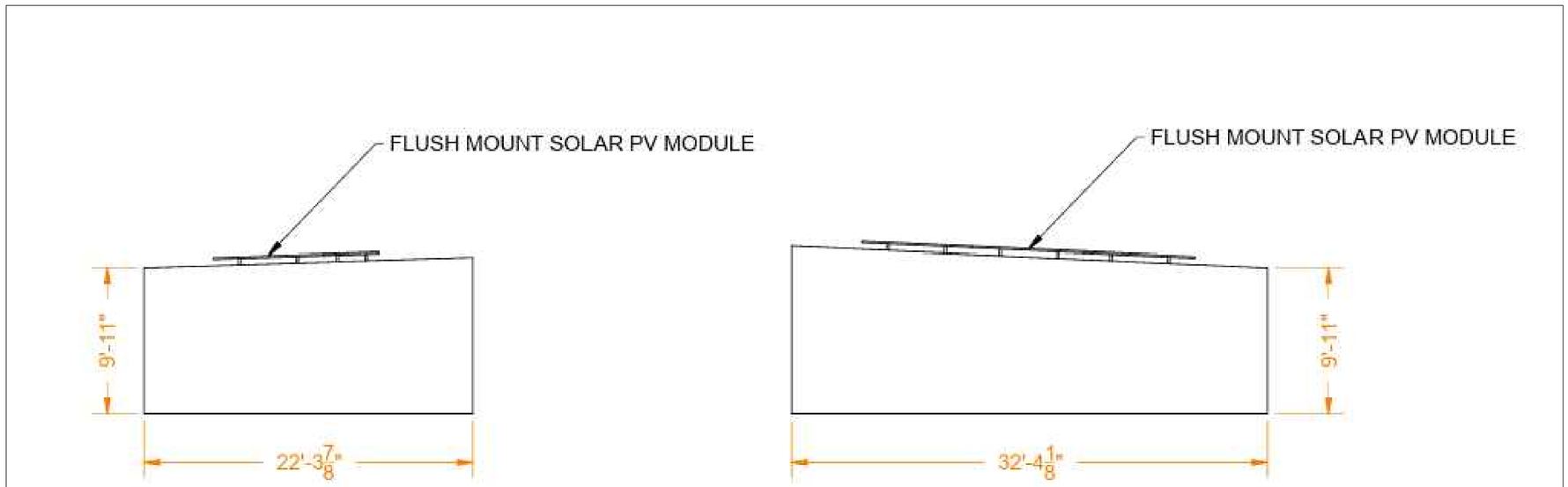
C03.0



TYPICAL BUILDING SECTION

NOT TO SCALE

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STANDARD NOTES AND DETAILS

NOT FOR CONSTRUCTION

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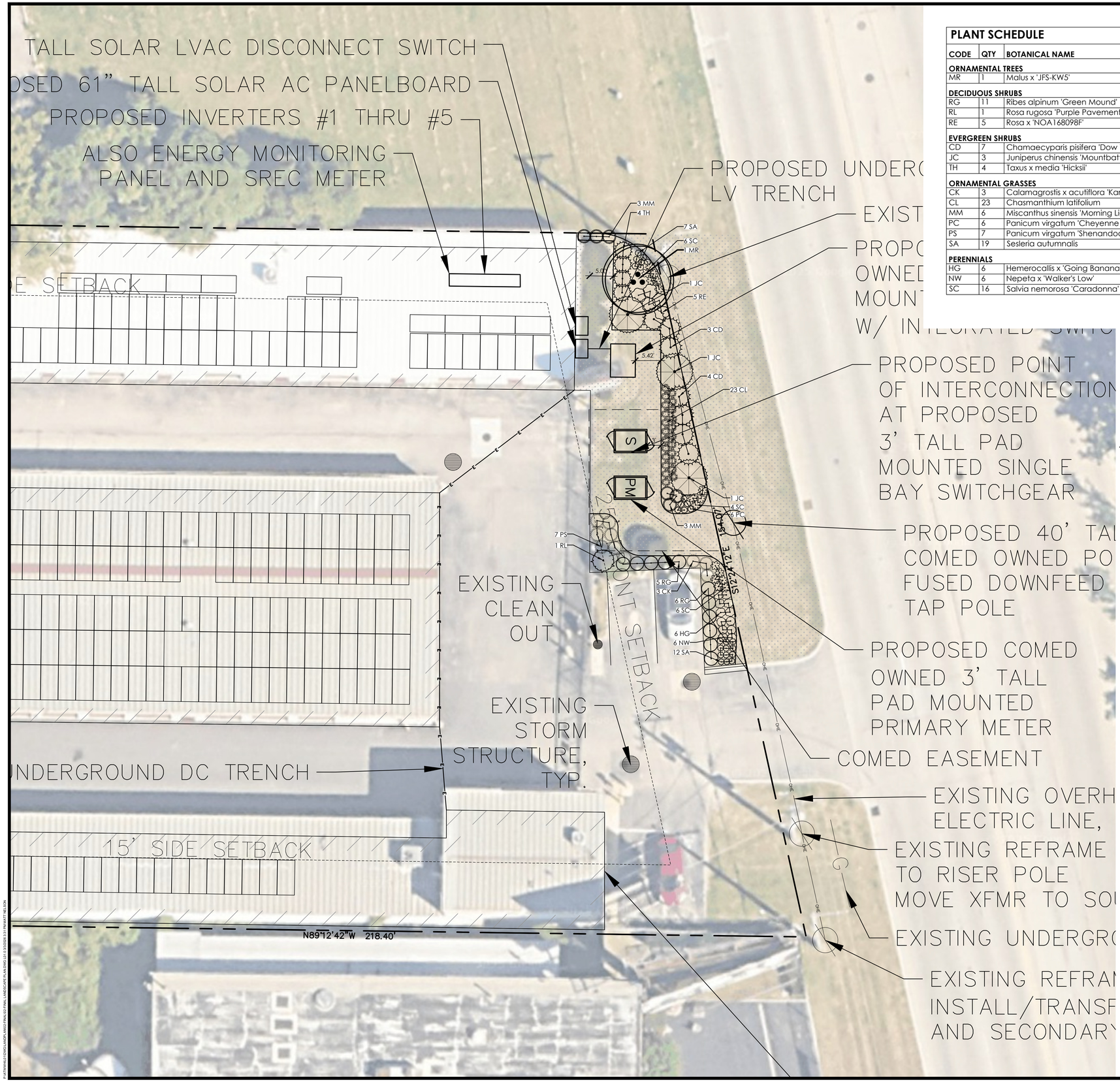

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
ORNAMENTAL TREES						
MR	1	Malus x 'JFS-KW5'	Royal Raindrops® Crabapple	2" Cal.	B&B	
DECIDUOUS SHRUBS						
RG	11	Ribes alpinum 'Green Mound'	Green Mound Alpine Currant	5 gal.	Pot	
RL	1	Rosa rugosa 'Purple Pavement'	Purple Pavement Rose	5 gal.	Pot	
RE	5	Rosa x 'NOA168098F'	Flower Carpet® Pink Supreme Groundcover Rose	3 gal.	Pot	
EVERGREEN SHRUBS						
CD	7	Chamaecyparis pisifera 'Dow Whiting'	Soft Serve® Sawara Cypress	5 gal.	Pot	
JC	3	Juniperus chinensis 'Mountbatten'	Mountbatten Juniper	5` Ht.	B&B	
TH	4	Taxus x media 'Hicksii'	Hicks Anglo-Japanese Yew	4` Ht.	B&B	
ORNAMENTAL GRASSES						
CK	3	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 gal.	Pot	
CL	23	Chasmanthium latifolium	Northern Sea Oats	1 gal.	Pot	
MM	6	Miscanthus sinensis 'Morning Light'	Morning Light Eulalia Grass	1 gal.	Pot	
PC	6	Panicum virgatum 'Cheyenne Sky'	Cheyenne Sky Prairie Winds® Switch Grass	1 gal.	Pot	
PS	7	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	1 gal.	Pot	
SA	19	Sesleria autumnalis	Autumn Moor Grass	1 gal.	Pot	
PERENNIALS						
HG	6	Hemerocallis x 'Going Bananas'	Going Bananas Daylily	1 gal.	Pot	
NW	6	Nepeta x 'Walker's Low'	Walker's Low Catmint	1 gal.	Pot	
SC	16	Salvia nemorosa 'Caradonna'	Cardonna Meadow Sage	1 gal.	Pot	

LICENSED LANDSCAPE ARCHITECT
JAMES MATTHEW NELSON
157-001644
STATE OF ILLINOIS
SEAL Date: 03/02/26

James Matthew Nelson, ASLA, PLA, LEED
Illinois Registered Landscape Architect
157-001644
Expires 08/31/2027

GROUNDCOVER SCHEDULE

	TURF - RESTORE AS NEEDED	2,584 sf

NOTE: ORNAMENTAL GRASSES TO BE CUT BACK IN EARLY SPRING. LEAVE THROUGH WINTER FOR SCREENING BENEFITS.

LEGEND

- BOUNDARY LINE
- EXISTING SETBACK LINE
- ZONING SPLIT LINE
- UNDERGROUND ELECTRIC LINE
- EXISTING BUILDING

SITE DATA

PIN: 03-13-200-018
JURISDICTION: VILLAGE OF WHEELING, IL
ZONING DISTRICT: B-3 (GENERAL COMMERCIAL AND OFFICE DISTRICT) AND I-3 (GENERAL INDUSTRIAL DISTRICT)
CURRENT LAND USE: STORAGE FACILITY
PARCEL AREA: ± 2.84 ACRES

FEMA FLOOD HAZARD: ZONE X AND ZONE AE PER FIRM MAP #17031C0207J DATED 8/19/2008.

ZONING REQUIREMENTS

ZONING DISTRICT: B-3

REQUIRED SETBACKS:

YARD	REQUIRED	PROPOSED
FRONT / STREETS (PANELS):	25 FT.	27.2 FT.
FRONT / STREETS (EQUIPMENT):	25 FT.	8.4 FT. *
SIDE (PANELS):	15 FT.	4.2 FT. **
SIDE (EQUIPMENT):	15 FT.	1.6 FT. *

ZONING DISTRICT: I-3

REQUIRED SETBACKS:

YARD	REQUIRED	PROPOSED
REAR (PANELS):	17 FT.	18.3 FT.
REAR (EQUIPMENT):	N/A	N/A
SIDE (PANELS):	17 FT.	4.2 FT. **
SIDE (EQUIPMENT):	N/A	N/A

*ALL GROUND EQUIPMENT IS LOCATED WITHIN THE SETBACK(S). VARIANCE IS REQUESTED.

**THERE ARE SOME PANELS WITHIN THE SETBACK(S) ACROSS THE SITE. VARIANCE IS REQUESTED. SEE PLANS FOR PANELS WITHIN THE SETBACK(S).

FEMA REGULATORY FLOODWAY NOT ON PROPOSED SITE. SITE IS SPLIT BETWEEN ZONE AE AND ZONE X.

SCALE IN FEET
0 10 20 30 50

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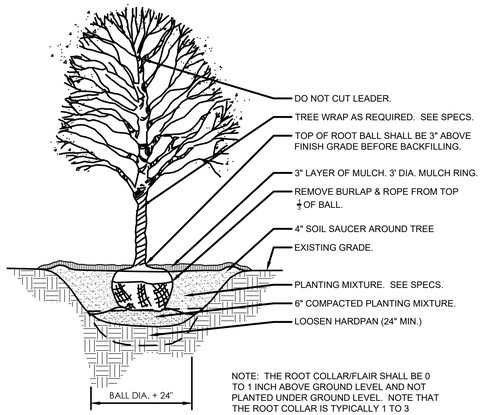
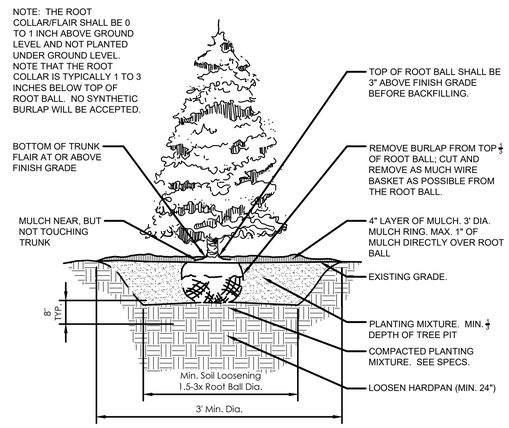


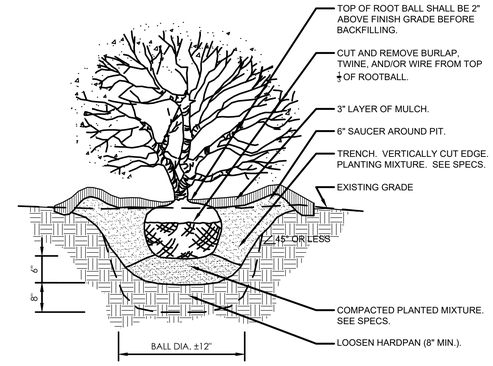
1 DECIDUOUS TREE PLANTING

1/4" = 1'-0" 329343.33-20



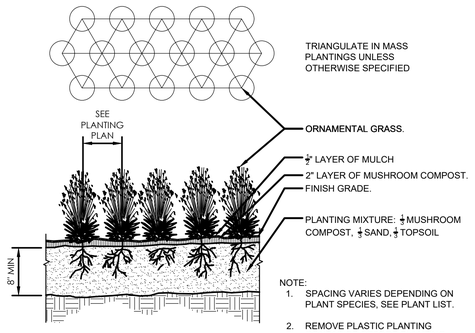
2 CONIFER TREE PLANTING- ANSI A300

1/4" = 1'-0" 329343.23-01



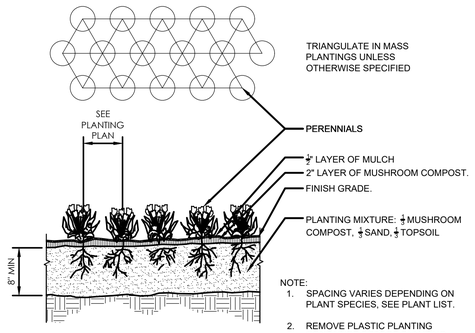
3 SHRUB PLANTING DETAIL

3/4" = 1'-0" 329333.16-05



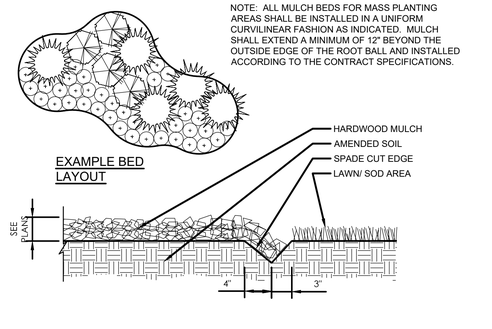
4 ORNAMENTAL GRASS PLANTING

1" = 1'-0" 329313-01



5 PERENNIAL / ANNUAL PLANTING

1" = 1'-0" 329313-02



6 CONTINUOUS MULCH EDGING

1" = 1'-0" 329113.26-01

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SHEET NO. L02.0

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GENERAL PLANTING SPECIFICATIONS:

PART 1 - GENERAL

1-01 DESCRIPTION:

A. PROVIDE TREES, SHRUBS, PERENNIALS AND GROUNDCOVERS AS SHOWN AND SPECIFIED. THIS WORK INCLUDES:
   1. SPREADING OF TOPSOIL OR SOIL PREPARATION
   2. TREES, SHRUBS, PERENNIALS AND GROUNDCOVERS
   3. PLANTING MIXES
   4. MULCH AND PLANTING ACCESSORIES
   5. FERTILIZER AND HERBICIDE
   6. MAINTENANCE
   7. WARRANTY OF PLANT MATERIAL

B. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS IN THE FIELD PRIOR TO BIDDING AND REPORT ANY DISCREPANCIES TO THE OWNER OR HIS/HER REPRESENTATIVE.

1-02 QUALITY ASSURANCE:

A. COMPLY WITH SITE WORK REQUIREMENTS

B. PLANT NAMES INDICATED MUST COMPLY WITH 'STANDARDIZED PLANT NAMES' AS ADOPTED BY THE LATEST EDITION OF THE AMERICAN JOINT COMMITTEE OF HORTICULTURAL NOMENCLATURE. NAMES OF VARIETIES WHICH ARE NOT LISTED SHOULD CONFORM WITH THOSE GENERALLY ACCEPTED BY THE NURSERY TRADE. STOCK SHOULD BE LEGIBLY TAGGED.

C. ALL PLANT MATERIALS SHALL CONFORM TO THE 'AMERICAN STANDARDS FOR NURSERY STOCK' (ASNS), LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, WASHINGTON, D.C.

D. ALL PLANT MATERIAL SHALL BE GROWN AND SUPPLIED WITHIN A 50 MILE RADIUS OF THE PROJECT FOR A MINIMUM OF TWO FULL GROWING SEASONS.

E. ADHERE TO SIZING REQUIREMENTS AS LISTED IN THE PLANT LIST AND/OR BID FORM FOR THE PROJECT. A PLANT SHALL BE MEASURED IN ITS NATURAL STANDING POSITION.

F. STOCK THAT IS FURNISHED SHALL BE AT LEAST THE MINIMUM SIZE SHOWN. WITH PERMISSION OF THE LANDSCAPE ARCHITECT, SUBSTITUTION FROM THE SPECIFIED PLANT LIST WILL BE ACCEPTED ONLY WHEN SATISFACTORY EVIDENCE IN WRITING IS SUBMITTED TO THE LANDSCAPE ARCHITECT, SHOWING THAT THE PLANT SPECIFIED IS NOT AVAILABLE. REQUESTS FOR APPROVAL OF SUBSTITUTE PLANT MATERIAL SHALL INCLUDE COMMON AND BOTANICAL NAMES AND SIZE OF SUBSTITUTE MATERIAL. ONLY THOSE SUBSTITUTIONS OF AT LEAST EQUIVALENT SIZE AND CHARACTER TO THAT OF THE SPECIFIED MATERIAL WILL BE APPROVED. STOCK WHICH IS LARGER THAN THAT WHICH IS SPECIFIED IS ACCEPTABLE WITH PERMISSION OF THE LANDSCAPE ARCHITECT, PROVIDING THERE IS NO ADDITIONAL COST AND THAT THE LARGER PLANT MATERIAL WILL NOT BE CUT DOWN IN ORDER TO CONFORM TO THE SIZE INDICATED.

G. ALL SHRUBS SHALL BE DENSE IN FORM. SHRUB LINERS DO NOT MEET THESE SPECIFICATIONS. SHRUBS SPECIFIED BY HEIGHT SHALL HAVE A SPREAD THAT IS EQUAL TO THE HEIGHT MEASUREMENT. SHRUBS WHICH ARE SPECIFIED BY SPREAD SHALL EXHIBIT THE NATURAL GROWTH HABIT OF THE PLANT BY HAVING A GREATER SPREAD THAN HEIGHT.

H. ALL PLANT MATERIALS ARE SUBJECT TO INSPECTION AND APPROVAL. THE LANDSCAPE ARCHITECT AND OWNER RESERVE THE RIGHT TO SELECT AND TAG ALL PLANT MATERIAL AT THE NURSERY PRIOR TO PLANTING. THE LANDSCAPE ARCHITECT AND OWNER RESERVE THE RIGHT TO INSPECT PLANT MATERIAL FOR SIZE AND CONDITION OF ROOT SYSTEMS, THE PRESENCE OF INSECTS AND DISEASES, INJURIES AND LATENT DEFECTS (DUE TO CONTRACTOR NEGLIGENCE OR OTHERWISE), AND TO REJECT UNACCEPTABLE PLANT MATERIAL AT ANY TIME DURING PROGRESS OF THE PROJECT.

I. CONTAINER GROWN DECIDUOUS AND/OR EVERGREEN SHRUBS WILL BE ACCEPTABLE IN LIEU OF BALLED AND BURLAPPED SHRUBS SUBJECT TO SPECIFIED LIMITATIONS FOR CONTAINER GROWN STOCK. SIZE OF CONTAINER GROWN MATERIAL MUST CONFORM TO SIZE/HEIGHT REQUIREMENTS OF PLANT LIST.

1-03 DELIVERY, STORAGE & HANDLING:

A. FERTILIZER SHALL BE DELIVERED IN ORIGINAL, UNOPENED AND UNDAMAGED PACKAGING. CONTAINERS SHALL DISPLAY WEIGHT, ANALYSIS AND MANUFACTURER'S NAME. STORE FERTILIZER IN A MANNER THAT WILL PREVENT WETTING AND DETERIORATION.

B. TAKE ALL PRECAUTIONS CUSTOMARY CONCERNING PROPER TRADE PRACTICE IN PREPARING PLANTS FOR TRANSPORT. PLANTS SHALL BE DUG, PACKED AND TRANSPORTED WITH CARE TO ENSURE PROTECTION AGAINST INJURY. INSPECTION CERTIFICATES REQUIRED BY LAW SHALL ACCOMPANY EACH SHIPMENT INVOICE OR ORDER TO STOCK AND ON ARRIVAL, THE CERTIFICATE SHALL BE FILED WITH THE LANDSCAPE ARCHITECT . ALL PLANTS MUST BE PROTECTED FROM DRYING OUT. IF PLANT MATERIAL CANNOT BE PLANTED IMMEDIATELY UPON DELIVERY, SAID MATERIAL SHOULD BE PROPERLY PROTECTED IN A MANNER THAT IS ACCEPTABLE TO THE LANDSCAPE ARCHITECT . HEELED-IN PLANTS MUST BE WATERED DAILY. NO PLANT SHALL BE BOUND WITH ROPE OR WIRE IN A MANNER THAT COULD STRIP BARK OR BREAK OR SHEAR BRANCHES.

C. PLANT MATERIAL TRANSPORTED ON OPEN VEHICLES SHOULD BE COVERED WITH A PROTECTIVE COVERING TO PREVENT WIND BURN.

D. DRY, LOOSE TOPSOIL SHALL BE PROVIDED FOR PLANTING BED MIXES. MUDDY OR FROZEN TOPSOIL IS UNACCEPTABLE AS WORKING WITH MEDIUM IN THIS CONDITION WILL DESTROY ITS STRUCTURE, MAKING ROOT DEVELOPMENT MORE DIFFICULT.

1-04 PROJECT CONDITIONS:

A. NOTIFY LANDSCAPE ARCHITECT AT LEAST SEVEN (7) WORKING DAYS PRIOR TO INSTALLATION OF PLANT MATERIAL.

B. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ALL EXISTING ABOVE AND BELOW GROUND UTILITIES. UTILITIES CAN BE LOCATED AND MARKED (IN ILLINOIS) BY CALLING J.U.L.I.E. AT (800)892-0123.

C. THE CONTRACTOR SHALL PROVIDE, AT HIS/HER OWN EXPENSE, PROTECTION AGAINST TRESPASSING AND DAMAGE TO SEEDED AREAS, PLANTED AREAS, AND OTHER CONSTRUCTION AREAS UNTIL THE PRELIMINARY ACCEPTANCE. THE CONTRACTOR SHALL PROVIDE BARRICADES, TEMPORARY FENCING, SIGNS, AND WRITTEN WARNING OR POLICING AS MAY BE REQUIRED TO PROTECT SUCH AREAS. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY THE OWNER AFTER SUCH WARNING HAS BEEN ISSUED.

D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF CROWNS, TRUNKS AND ROOTS OF EXISTING TREES, PLUS SHRUBS, LAWNS, PAVED AREAS AND OTHER LANDSCAPED AREAS THAT ARE TO REMAIN INTACT. EXISTING TREES, WHICH MAY BE SUBJECT TO CONSTRUCTION DAMAGE, SHALL BE BOXED, FENCED OR OTHERWISE PROTECTED BEFORE ANY WORK IS STARTED. THE OWNER DESIRES TO PRESERVE THOSE TREES WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION EXCEPT THOSE SPECIFICALLY INDICATED TO BE REMOVED ON THE DRAWINGS. THE CONTRACTOR SHALL ERECT PROTECTIVE TREE FENCING AND TREE ARMOR AT LOCATIONS INDICATED ON THE DRAWINGS AND AROUND ALL TREES ON SITE WHICH ARE TO BE PRESERVED. PROTECTIVE FENCING SHALL BE ERECTED BETWEEN THE LIMITS OF CONSTRUCTION AND ANY TREE PRESERVATION AREAS SHOWN ON THE DRAWINGS.

E. A COMPLETE LIST OF PLANTS INCLUDING A SCHEDULE OF SIZES, QUANTITIES AND OTHER REQUIREMENTS IS SHOWN ON THE DRAWINGS AND ON THE BID FORM. IN THE EVENT THAT QUANTITY DISCREPANCIES OR MATERIAL OMISSIONS OCCUR IN THE PLANT MATERIALS LIST, THE PLANTING PLANS SHALL GOVERN.

1-05 PRELIMINARY ACCEPTANCE:

A. ALL PLANTINGS SHALL BE MAINTAINED BY THE CONTRACTOR FOR A PERIOD OF 90 DAYS AFTER PRELIMINARY ACCEPTANCE BY THE OWNER OR HIS/HER REPRESENTATIVE. MAINTENANCE SHALL INCLUDE, BUT IS NOT LIMITED TO: MOWING AND EDGING TURF, PULLING WEEDS, WATERING TURF AND PLANT MATERIAL AND ANNUAL FLOWER MAINTENANCE.

1-06 WARRANTY:

A. ALL PLANT MATERIAL (EXCLUDING ANNUAL COLOR), SHALL BE WARRANTEED FOR ONE (1) YEAR AFTER THE END OF THE 90 DAY MAINTENANCE PERIOD. THE END OF THE MAINTENANCE PERIOD IS MARKED BY THE FINAL ACCEPTANCE OF THE CONTRACTOR'S WORK BY THE OWNER OR HIS/HER REPRESENTATIVE. PLANT MATERIALS WILL BE WARRANTEED AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM ABUSE OR DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS WHICH ARE BEYOND THE CONTROL OF THE CONTRACTOR. THE WARRANTY COVERS A MAXIMUM OF ONE REPLACEMENT PER ITEM.

PART 2 - PRODUCTS

2-01 PLANT MATERIALS:

A. PLANTS: PROVIDE TYPICAL OF THEIR SPECIES OR VARIETY, WITH NORMAL, DENSELY DEVELOPED BRANCHES AND VIGOROUS, FIBROUS ROOT SYSTEMS. ONLY SOUND, HEALTHY, VIGOROUS PLANTS WHICH ARE FREE FROM SUNSCALD INJURIES, DISFIGURING KNOTS, FROST CRACKS, ABRASIONS OF THE BARK, PLANT DISEASES, INSECT EGGS, BORERS, AND ALL FORMS OF INFESTATION SHALL BE PROVIDED. ALL PLANTS SHALL HAVE A FULLY DEVELOPED FORM WITHOUT VOIDS AND OPEN PATCHES.
   1. BALLED AND BURLAPPED PLANTS SHALL HAVE A FIRM NATURAL BALL OF EARTH OF SUFFICIENT DIAMETER AND DEPTH TO ENCOMPASS A ROOT SYSTEM NECESSARY FOR A FULL RECOVERY OF THE PLANT. ROOT BALL SIZES SHALL COMPLY WITH THE LATEST EDITION OF THE 'AMERICAN STANDARDS FOR NURSERY STOCK' (ASNS). ROOT BALLS THAT ARE CRACKED OR MUSHROOMED ARE UNACCEPTABLE.
   2. CONTAINER GROWN STOCK SHOULD BE GROWN FOR AN AMOUNT OF TIME THAT IS OF SUFFICIENT LENGTH FOR THE ROOT SYSTEM TO HAVE DEVELOPED ENOUGH TO HOLD ITS SOIL TOGEHTER, FIRM AND WHOLE. PLANTS WILL NOT BE LOOSE IN THEIR CONTAINERS, NOR SHALL THEY BE POT-BOUND AND ALL CONTAINER GROWN STOCK WILL COMPLY WITH THE SIZES STATED ON THE PLANT LIST.
   3. NO EVIDENCE OF WOUNDS OR PRUNING CUTS SHALL BE ALLOWED UNLESS APPROVED BY THE LANDSCAPE ARCHITECT.
   4. EVERGREEN TREES SHALL BE BRANCHED TO THE GROUND. THE HEIGHT OF EVERGREEN TREES ARE DETERMINED BY MEASURING FROM THE GROUND TO THE FIRST LATERAL BRANCH CLOSEST TO THE TOP. HEIGHT AND/OR WIDTH OF OTHER TREES ARE MEASURED BY THE MASS OF THE PLANT NOT THE VERY TIP OF THE BRANCHES.
   5. SHRUBS AND SMALL PLANTS SHALL MEET THE REQUIREMENTS FOR SPREAD AND/OR HEIGHT INDICATED IN THE PLANT LIST. THE HEIGHT MEASUREMENT SHALL BE TAKEN FROM GROUND LEVEL TO THE AVERAGE HEIGHT OF THE TOP OF THE PLANT, NOT THE LONGEST BRANCH. SINGLE STEM OR THIN PLANTS WILL NOT BE ACCEPTED. SIDE BRANCHES SHALL BE FLUSHED WITH GROWTH AND HAVE GOOD FORM TO THE GROUND. PLANTS SHALL BE IN A MOIST, VIGOROUS CONDITION, FREE FROM DEAD WOOD, BRUISES OR OTHER ROOT OR BRANCH INJURIES.

2-02 ACCESSORIES:

A. TOPSOIL:
   1. TOPSOIL SHALL BE FERTILE, NATURAL TOPSOIL OF A LOAMY CHARACTER, WITHOUT ADMIXTURE OF SUBSOIL MATERIAL. TOPSOIL SHALL BE REASONABLY FREE FROM CLAY, LUMPS, COARSE SAND, STONES, PLANTS, ROOTS, STICKS AND OTHER FOREIGN MATERIALS WITH A PH BETWEEN 6.5 TO 7.0.

B. TOPSOIL FOR SEED AREAS SHALL BE A MINIMUM OF 6".

C. SOIL AMENDMENTS SHALL BE AS FOLLOWS:
   1. FOR TREES AND SHRUBS THE PLANT PIT WILL BE BACKFILLED WITH PULVERIZED BLACK DIRT.
   2. FOR PERENNIALS AND ORNAMENTAL GRASSES THE SOIL MIXTURE WILL BE AS FOLLOWS: CM-63 GENERAL PURPOSE PEAT BASED MIX AS SUPPLIED BY MIDWEST TRADING. TOP BEDS WITH 8" OF CM-63 AND TILL INTO EXISTING BEDS TO A DEPTH OF 8". SOIL MIXTURES ARE AVAILABLE FROM MIDWEST TRADING. MIDWEST TRADING, ST. CHARLES, IL 60174 (630) 365-1990

D. FERTILIZER:
   1. FOR TREES AND SHRUBS USE: 14-4-6 BRIQUETTES 17 G OR EQUIVALENT AVAILABLE FROM ARTHUR CLESEN, INC. FOLLOW MANUFACTURER'S RECOMMENDATION FOR APPLICATION. ARTHUR CLESEN, INC. 543 DIENS DRIVE, WHEELING, IL 60090 (847)537-2177
   2. FOR TURF AREAS USE 6-24-16 CLESEN FAIRWAY WITH MICRONUTRIENTS WITH MINOR ELEMENTS 3.0 % S, .02% B, .05% CU, 1.0% FE, .0006% MO, .10% MN AVAILABLE FROM ARTHUR CLESEN OR APPROVED EQUAL.

E. HERBICIDE:
   1. ROUND-UP OR APPROVED EQUAL

F. MULCH:
   1. BARK MULCH SHALL BE FINELY SHREDDED HARDWOOD BARK WHICH HAS BEEN SCREENED AND IS FREE OF ANY GREEN FOLIAGE, TWIGS, ROCKS, SAWDUST, WOOD SHAVINGS, GROWTH OR GERMINATION INHIBITING INGREDIENTS, OR OTHER FOREIGN MATERIALS. BARK MULCH IS AVAILABLE FROM MIDWEST TRADING.
   2. MUSHROOM COMPOST AS AVAILABLE FROM MIDWEST TRADING.

G. WATER:
   1. WATER SERVICE WILL BE AVAILABLE ON THE SITE, WITH THE COST OF WATER BEING PAID BY THE OWNER. TRANSPORTING OF THE WATER FROM THE SOURCE TO THE WORK AREAS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. ALL NECESSARY HOSE, PIPING, TANK TRUCK, ETC. SHALL BE SUPPLIED BY THE LANDSCAPE CONTRACTOR.

H. GUYING:
   1. STAKES: 5/8" X 40" STEEL EYE ANCHOR WITH 4" HELIX
   2. CABLE:
      a. TREES UNDER 5": FLEXIBLE 1/8" GALVANIZED AIRCRAFT CABLE, 7X7 STRAND OR APPROVED EQUAL
      b. TREES 5" AND OVER: FLEXIBLE 3/16" GALVANIZED AIRCRAFT CABLE, 7X7 STRAND OR APPROVED EQUAL.
   3. TURNBUCKLES: 5/16", EYE AND EYE, WITH 4" TAKEUP.
   4. HOSE: NEW TWO-PLY REINFORCED RUBBER HOSE, MINIMUM 1/2" I.D.

I. TREE WRAP: BURLAP TREE WRAP 4" WIDE.

J. TWINE: SOFT NURSERY JUTE.

PART 3 - INSTALLATION OF PLANT MATERIAL

3-01 FIELD VERIFICATION:

A. EXAMINE PROPOSED PLANTING AREAS AND CONDITIONS OF INSTALLATION. DO NOT START PLANTING WORK UNTIL UNSATISFACTORY CONDITIONS ARE CORRECTED.

3-02 PREPARATION:

A. ALL PLANTING TECHNIQUES AND METHODS SHALL BE CONSISTENT WITH THE LATEST EDITION OF 'HORTICULTURE STANDARDS OF NURSERYMEN, INC.' AND AS DETAILED ON THESE DRAWINGS.

B. PLANTING SHALL BE PERFORMED BY EXPERIENCED WORKMEN FAMILIAR WITH PLANTING PROCEDURES UNDER THE SUPERVISION OF A QUALIFIED SUPERVISOR.

C. ALL UNDERGROUND UTILITIES MUST BE LOCATED AND MARKED CLEARLY.

D. APPLY ROUND-UP OR APPROVED EQUIVALENT TO KILL ANY EXISTING VEGETATION IN ALL AREAS TO BE PLANTED. CONFIRM LENGTH OF WAITING PERIOD BETWEEN CHEMICAL APPLICATION AND PLANT INSTALLATION WITH MANUFACTURER. DO NOT BEGIN PLANTING OPERATIONS UNTIL PRESCRIBED POST-APPLICATION WAITING PERIOD HAS ELAPSED. TAKE EXTREME CARE TO AVOID CHEMICAL DRIFT TO ADJOINING PROPERTIES OF LANDSCAPE PLANTINGS.

E. PRIOR TO ALL PLANTING, ROTOTILL ALL AREAS TO BE LANDSCAPED TO PREPARE FOR PLANT INSTALLATION TO A MINIMUM DEPTH OF 12". ELIMINATE UNEVEN AREAS AND LOW SPOTS. MAINTAIN LINES, LEVELS, PROFILES AND CONTOUR. CHANGES IN GRADE ARE TO BE GRADUAL. BLEND SLOPES INTO LEVEL AREAS. REMOVE ALL DEBRIS, WEEDS AND UNDESIRABLE PLANTS AND THEIR ROOTS FROM AREAS TO BE PLANTED. REMOVE ALL CONCRETE SLAG LARGER THAN 2" IN DIAMETER.

F. TOPSOIL SHALL BE SPREAD OVER THE SITE AT A MINIMUM DEPTH OF 6". FOR THOSE AREAS WHICH ARE INDICATED AS PRAIRIE OR NATURAL AREAS ON THE DRAWINGS, A TOPSOIL DEPTH OF 18" IS RECOMMENDED WHERE POSSIBLE.

G. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO PREPARE ALL SEEDED AREAS BY DISKING AND RAKING PRIOR TO PLANTING SEED. SOIL SHALL BE LOOSENED AND SCARIFIED TO A MINIMUM DEPTH OF 6". FINE GRADING OF ALL SEEDED AREAS IS REQUIRED. MAXIMUM SIZE OF STONE OR TOPSOIL LUMP IS 1".

H. LOCATE ALL PLANT MATERIAL AS INDICATED OR AS APPROVED IN THE FIELD BY THE LANDSCAPE ARCHITECT. IF OBSTRUCTIONS ARE ENCOUNTERED WHICH ARE NOT SHOWN ON THE DRAWINGS, THEN DO NOT PROCEED WITH PLANTING OPERATIONS UNTIL ALTERNATE PLANT LOCATIONS HAVE BEEN SELECTED.

I. PLANTING HOLES SHALL BE CONSTRUCTED AS SHOWN ON THE PLANTING DETAILS. HOLES SHALL BE HAND DUG OR MACHINE DUG. GREAT CARE WILL BE TAKEN TO NOT EXCAVATE THE HOLE DEEPER THAN THE ROOT BALL AND THE DIAMETER SHALL BE A MINIMUM OF TWO TIMES THE ROOT BALL WIDTH. REMOVE ANY MATERIALS ENCOUNTERED IN EXCAVATION THAT MAY BE INJURIOUS TO PLANT GROWTH, INCLUDING STONES LARGER THAN 2" IN DIAMETER OR OTHER DEBRIS. SOIL TO BE USED AS BACKFILL SHOULD BE PULVERIZED.

J. PROVIDE PRE-MIXED PLANTING MIXTURE FOR USE AROUND ROOT SYSTEMS AND ROOT BALLS OF THE PLANTS. THE MIXTURES ARE OUTLINED IN SECTION B OF PART 2-02.

K. PRIOR TO PLANTING, PROVIDE ADDITIONAL TOPSOIL TO ALL PLANTING BEDS TO BRING THE FINISH GRADE OF THE BED TO 2" ABOVE LAWN GRADE AND TO FINISH GRADE OF ADJACENT HARD SURFACE GRADES.

L. ADD 2" THICKNESS OF MUSHROOM COMPOST TO ALL ANNUAL, PERENNIAL AND GROUNDCOVER BEDS. FINISH GRADE BED AND INSTALL PLANTS.

3-03 PLANTING PROCEDURES:

A. SET PLANT MATERIAL IN THE PLANTING HOLE TO PROPER GRADE AND ALIGNMENT. SET PLANTS UPRIGHT AND PLUMB. SET PLANT MATERIAL 2" ABOVE THE ADJACENT FINISH GRADE. REMOVE BURLAP FROM TOP 1/3 OF ROOT BALL. REMOVE TREATED BURLAP (GREEN). CUT AND REMOVE OR CUT AND FOLD DOWN UPPER HALF OF WIRE BASKET, DEPENDENT UPON TREE SIZE. BACKFILL HOLE BY FIRMLY TAMPING SOIL TO AVOID ANY AIR POCKETS OR VOIDS.

B. SET BALLED AND BURLAPPED PLANTS IN THE PLANTING HOLE AND COMPACT 8" OF SOIL AROUND THE BASE OF THE BALL. BACKFILL REMAINING SPACE WITH PLANTING MIXTURE. WATER PLANTS IMMEDIATELY AFTER PLANTING TO ELIMINATE ALL VOIDS AND THOROUGHLY SOAK THE PLANT ROOT BALL.

C. SPACE GROUNDCOVER PLANTS ACCORDING TO DIMENSIONS GIVEN ON THE PLANS. ADJUST SPACING AS NECESSARY TO EVENLY FILL PLANTING BED WITH INDICATED NUMBER OF PLANTS. PLANT TO WITHIN 18" OF THE TRUNKS OF TREES AND SHRUBS OR AT THE EDGE OF THE PLANT BALL, WHICHEVER IS CLOSEST. PLANT TO WITHIN 12" OF EDGE OF BED.

D. MULCHING:
   1. INSTALL 4" DEPTH OF MULCH AROUND ALL TREE AND SHRUB BEDS AS INDICATED ON DRAWINGS OR PLANTING DETAILS. MULCH SHRUB PLANTING AREAS AS CONTINUOUS BEDS. DO NOT PLACE MULCH DIRECTLY AGAINST TREE TRUNK; FORM MULCH TO CREATE AN INVERTED CONE AROUND TRUNK.
   2. MULCH PERENNIAL, GROUNDCOVER AND ANNUAL PLANTING BEDS WITH 2" MUSHROOM COMPOST. WATER MULCHED AREAS THOROUGHLY AFTER PLACING MULCH.

E. TREE WRAPPING IS NOT REQUIRED, UNLESS THE CONTRACTOR FEELS IT IS NECESSARY DUE TO CHARACTERISTICS OF A PARTICULAR SPECIES OR PAST EXPERIENCE WITH THE SPECIES. THE LANDSCAPE ARCHITECT WILL BE NOTIFIED AS TO WHICH TREES ARE TO BE WRAPPED AND SHALL INSPECT THE TRUNK(S) BEFORE WRAPPING. TREE WRAP WILL NOT BE USED TO COVER DAMAGE OR DEFECTS. WHEN WRAPPING IS DONE, TRUNKS WILL BE WRAPPED SPIRALLY WITH APPROVED TREE WRAPPING TAPE THAT IS NOT LESS THAN 4" WIDE, AND SECURELY TIED WITH SUITABLE CORD AT THE TOP, BOTTOM AND 2" INTERVALS ALONG THE TRUNK. WRAP FROM GROUND TO THE HEIGHT OF THE FIRST BRANCH.

F. STAKING AND GUYING OF TREES IS OPTIONAL. IF THE CONTRACTOR CHOOSES TO STAKE ALL OR PART OF THE TREES, HE/SHE SHALL USE THE METHOD SPECIFIED IN THE PLANTING DETAILS. ONE (1) STAKE IS TO BE USED ON TREES OF 1" CALIPER AND UNDER, OR 4' HEIGHT AND UNDER. TWO (2) STAKES ARE TO BE USED ON TREES OF 1" TO 2 3/4" CALIPER. GUY TREES OF 3" CALIPER OR LARGER AT THREE (3) PER TREE. THE ROOT BALL WILL NOT BE PIERCED WITH A STAKE. STAKES ARE TO BE DRIVEN AT LEAST EIGHTEEN (18) INCHES INTO SUBSOIL BELOW THE PLANTING HOLE. STAKES AND WIRE ATTACHMENTS SHALL BE REMOVED AFTER THREE MONTHS FOR SPRING PLANTED MATERIAL AND BY THE FOLLOWING MAY FOR FALL PLANTED STOCK BY THE CONTRACTOR. STAKING AND GUYING SHOULD BE DONE IMMEDIATELY AFTER LAWN SEEDING OR SODDING OPERATIONS.

G. SEEDING OF SPECIFIED LAWN AREAS ON PLANS WILL BE TREATED AS FOLLOWS:
   1. TOPSOIL SHALL BE SPREAD OVER ALL AREAS TO BE SEEDED TO A MINIMUM DEPTH OF 6" WHEN COMPACTED (TO BE PERFORMED BY OTHERS).
   2. SEED MIXTURE AND APPLICATION RATE - USE FIELD OF DREAMS GAMEDAY SEED MIX (70% BLUEGRASS / 30% RYEGRASS) AS SUPPLIED BY NATIONAL SEED. APPLY AT A RATE OF 3-4 LBS./1000 S.F.
   3. APPLY FERTILIZERS AND CONDITIONERS AT THE RATE SPECIFIED PER SOIL TEST FINDINGS. IN LIEU OF SOIL TEST RESULTS, APPLY TWO (2) TONS OF GROUND AGRICULTURAL LIMESTONE AND 1000 LBS. 10-10-10 OR EQUIVALENT ANALYSIS FERTILIZER PER ACRE. AT LEAST 40% OF THE FERTILIZER NITROGEN SHALL BE OF AN ORGANIC ORIGIN.
   4. SOIL PREPARATION AREAS WHERE VEHICULAR TRAFFIC HAS COMPACTED THE SOIL SHALL BE LOOSENED/SCARIFIED TO A MINIMUM DEPTH OF 6" BEFORE FERTILIZING AND SEEDING. FINE GRADING OF ALL SEEDED AREAS IS REQUIRED. MAXIMUM SIZE OF STONE OR TOPSOIL LUMP IS 1".
   5. WATERING SEEDED AREAS SHALL BE DONE TO ENSURE PROPER GERMINATION. ONCE SEEDS HAVE GERMINATED, WATERING MAY BE DECREASED BUT THE SEEDLINGS MUST NEVER BE ALLOWED TO DRY OUT COMPLETELY. FREQUENT WATERING SHOULD BE CONTINUED APPROXIMATELY FOUR (4) WEEKS AFTER GERMINATION OR UNTIL GRASS HAS BECOME SUFFICIENTLY ESTABLISHED TO WARRANT WATERING ON AN 'AS NEEDED' BASIS.
   6. TURF IS BEING ESTABLISHED ON A VARIETY OF SLOPE CONDITIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE AND IMPLEMENT WHATEVER PROCEDURES HE/SHE DEEMS NECESSARY TO ESTABLISH THE TURF AS PART OF HIS/HER WORK. SEEDED AREAS WILL BE ACCEPTED WHEN ALL AREAS SHOW A UNIFORM STAND OF THE SPECIFIED GRASS IN HEALTHY CONDITION AND AT LEAST 90 DAYS HAVE ELAPSED SINCE THE COMPLETION OF THIS WORK. THE CONTRACTOR SHALL SUBMIT WITH HIS/HER BID A DESCRIPTION OF THE METHODS AND PROCEDURES HE/SHE INTENDS TO USE.

H. EROSION CONTROL BLANKET
   1. EROSION CONTROL BLANKET SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATION IN ALL AREAS SHOWN ON THE PLAN.
   2. INSTALL S-75 EROSION CONTROL BLANKET AS MANUFACTURED BY NORTH AMERICAN GREEN OR APPROVED EQUAL.
   3. BLANKET SHOULD BE PREMARKED WITH STAPLE PATTERN.
   4. STAPLES SHOULD BE 8" WIRE STAPLES, APPLIED AT TWO (2) PER SQUARE YARD MINIMUM.
   5. SUITABLE EROSION CONTROL PRACTICES SHALL BE MAINTAINED BY THE CONTRACTOR IN ACCORDANCE WITH ILLINOIS URBAN MANUAL AND ALL APPLICABLE SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCES AND THE PLANS.

I. SODDING OF SPECIFIED LAWN AREAS ON PLANS WILL BE COMPLETED AS FOLLOWS:
   1. RAKE SOIL SURFACE TO RECEIVE SOD TO COMPLETELY REMOVE ANY SOIL CRUST NO MORE THAN ONE DAY PRIOR TO LAYING SOD.
   2. MOISTEN PREPARED SURFACE IMMEDIATELY PRIOR TO LAYING SOD. WATER THOROUGHLY AND ALLOW SURFACE MOISTURE TO DRY BEFORE PLANTING LAWNS. DO NOT CREATE A MUDDY SOIL CONDITION.
   3. SOD SHALL BE LAID WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT PLANT DORMANT SOD OR IF THE GROUND IS FROZEN.
   4. LAY SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS; DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK FROM BOARDS TO AVOID DAMAGE TO SUBGRADE OR SOD. WORK SIFTED SOIL INTO MINOR CRACKS BETWEEN PIECES OF SOD; REMOVE EXCESS TO AVOID SMOTHERING OF ADJACENT SOD.
   5. PLACE TOP ELEVATION OF SOD 1/2 INCH BELOW ADJOINING EDGING OR PAVING.
   6. WATER SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.
   7. AFTER SOD AND SOIL HAVE DRIED, ROLL SEEDED AREAS TO ENSURE A GOOD BOND BETWEEN THE SOD AND SOIL, AND TO REMOVE MINOR DEPRESSIONS AND IRREGULARITIES.
   8. SODDED SLOPES 3:1 OR GREATER SHALL BE STAKED TO PREVENT EROSION AND WASHOUT.
   9. WARRANTY SODDING FOR A PERIOD OF ONE (1) YEAR FROM THE END OF THE 90 DAY MAINTENANCE PERIOD. IF SOD FAILS OR LACKS VIGOR AND FULL GROWTH AS DETERMINED BY THE LANDSCAPE ARCHITECT, THE CONTRACTOR WILL REPEAT SITE PREPARATION OPERATIONS AND RE-SOD AFFECTED AREAS AT THE CONTRACTOR'S EXPENSE.
   10. NOTE: SOD SHALL BE A PREMIUM KENTUCKY BLUEGRASS BLEND, AND IS REQUIRED IN ALL AREAS INDICATED ON THE PLANS AS WELL AS AREAS WHICH HAVE BEEN AFFECTED BY CONSTRUCTION. SOD CAN BE PLACED AS LONG AS WATER IS AVAILABLE AND THE GROUND SURFACE CAN BE PROPERLY PREPARED. SOD SHALL NOT BE LAID ON FROZEN OR SNOW-COVERED GROUND. SOD SHALL BE STRONGLY ROOTED, NOT LESS THAN TWO (2) YEARS OLD AND FREE OF WEEDS AND UNDESIRABLE NATIVE GRASSES. SOD SHOULD BE MACHINE CUT TO PAD THICKNESS OF 3/4" (PLUS OR MINUS 1/4"), EXCLUDING TOP GROWTH AND THATCH. PROVIDE ONLY SOD CAPABLE OF VIGOROUS GROWTH AND DEVELOPMENT WHEN PLANTED (VIABLE, NOT DORMANT). PROVIDE SOD OF UNIFORM PAD SIZES WITH MAXIMUM 5% DEVIATION IN EITHER LENGTH OR WIDTH. BROKEN PADS OR PADS WITH UNEVEN ENDS WILL NOT BE ACCEPTABLE. SOD PADS INCAPABLE OF SUPPORTING THEIR OWN WEIGHT WHEN SUSPENDED VERTICALLY WITH A FIRM GRASP ON THE UPPER 10% OF PAD WILL NOT BE ACCEPTED.

J. TIMING OF PLANT MATERIAL AND SEEDING OPERATIONS:
   1. SEEDING OF SPECIFIED AREAS SHALL OCCUR WHEN THE SOIL TEMPERATURE IS ABOVE 55° F. NO SEED SHALL BE SOWN DURING PERIODS OF HIGH WINDS, OR WHEN THE GROUND IS NOT IN PROPER CONDITION FOR SEEDING (SEE SECTION 3-02 (G)). SEEDING OPERATIONS FOR THE SPECIFIED MIXES SHALL OCCUR IN THE SPRING TIME FRAME OF APRIL 15 THROUGH JUNE 30 AND IN THE SUMMER TIME FRAME OF AUGUST 15 THROUGH DECEMBER 1. THE MIXES CONTAINING BLUEGRASS AND FESCUE SEED MUST HAVE SIX WEEKS TO HARDEN OFF FOR WINTER SURVIVAL.
   2. SOD SHALL BE INSTALLED WHEN THE GROUND IS NOT FROZEN OR SNOW COVERED AND TEMPERATURES ARE LESS THAN 80° F. IT SHALL NOT BE PLACED DURING A PERIOD OF EXTENDED DROUGHT.
   3. HERBACEOUS ORNAMENTAL PLANTS SHALL BE PLANTED BETWEEN MAY 1 AND JUNE 15 OR BETWEEN AUGUST 15 AND DECEMBER 1.
   4. SPRING PLANTING OF WOODY ORNAMENTAL PLANTS SHALL BE PERFORMED FROM THE TIME THE SOIL CAN BE EASILY WORKED UNTIL JUNE 1, EXCEPT THAT EVERGREEN PLANTING SHALL END ON MAY 15. OAK, HAWTHORN AND RED MAPLE SPECIES WILL ONLY BE PLANTED DURING THIS SPRING PLANTING PERIOD. FALL PLANTING WILL BEGIN AUGUST 15 AND WILL CONTINUE UNTIL THE GROUND CANNOT BE WORKED SATISFACTORILY, EXCEPT THAT EVERGREE

PANEL MARKS: **1200A**

TECHNICAL SPECIFICATIONS

PANEL TYPE:	neXT Factory Assembled Interior
QUANTITY:	1
AMPS:	1200A
VOLTAGE:	480Y/277V
SYSTEM:	3P4W
KAIC:	65 KAIC SC FULLY RATED
MATERIAL:	ALUMINUM BUS
PLATE:	SILVER PLATE
ENCLOSURE:	NEMA 3R CABINETS
MOUNTING:	SURFACE
SECTION:	1

MAIN DISCONNECT DEVICE

FEED DIR.	Bottom
TYPE:	Lugs
AMPS/SENSOR:	1200A/-
CATALOG NO.:	LGML260A
POLES:	3
LUGS:	Main Lug (4) #2-500 mcm, No Feed Through

INTERIOR X-VALUES

TOTAL X BUS	AVAILABLE X BUS
16	12

OPTIONS INCLUDED

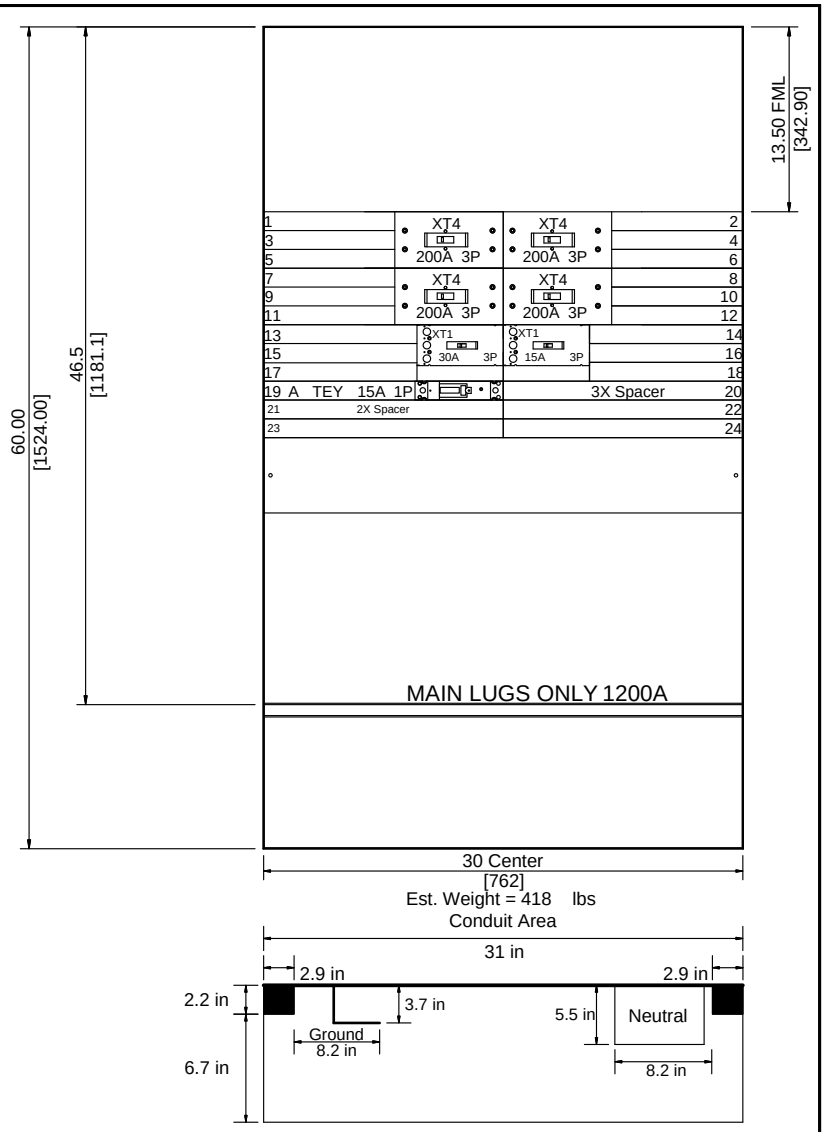
QTY	DESCRIPTION
1	Aluminum Bus Heat Rated
1	47 Ckt bonded grd

BOX BOM

QTY	CAT #	DESCRIPTION
1	ER6030R	Enclosure
1	GC30C16BLA	Gutter Covers
1	FT30S00135	Front 1 of 2
1	FT30S00260	Front 2 of 2
1	BP30C	WirePost

INTERIOR BOM

QTY	CAT #	DESCRIPTION
1	GDBG47AL	Ground
1	IN1612BL3H1	Interior Bus Stack
1	NL12I0NSTNDAL	Neutral
6	LGML260A	MLO and/or FTL Kit
0	LGML45	Main Code - Not a Catalog Number
1	IF1630C	Interior Frame
1	IL30C	Lifting Kits
1	SR02BB	2X Blank only
1	SR03BB	3X Blank only
2	SR1XBR	1 XT1 Mtg Kit, Narrow



PANEL INFORMATION	
INTERNAL DIMENSIONS	60"X32"X11"
NOTES	
EXTERNAL DIMENSIONS	61"X33.5"X16.7"

1. FML - FRAME MOUNTING LOCATION.
2. DRAWING NOT TO SCALE.
3. DIMENSIONS ARE IN INCHES[mm].

NEUTRAL CAN BE MOUNTED IN ANY CORNER

FACTORY AUTO-LAYOUT. THE LAYOUT IS NOT SPECIFIED, THE FACTORY MAY CHANGE THE LOCATION OF SOME OF THE BREAKERS. NEUTRAL ARE PRESSURE LUGS.

PROJECT NAME : Q- Panelboard Specs Aug 2024 - Solar Landscape		PANEL ID: neXT Panel Assembled Interior	PRODUCT NAME: *ReliaGear neXT PANELBOARD*	DRAWING NO:	
CUSTOMER: SUNBELT SOLOMON		CREATED BY: Basden, Joseph		ITEM NO:	15
		DATE: 08/14/2024 15:15:21		MARKS:	1200A
		REVISION NO.		QUOTE NO:	UM4-00002453
				SHEET:	1

8/14/2024 3:32:09 PM SAP ORDER:

neXT Device Information

X Space	Breaker Catalog Number	Trip Amps	Sensor Amps	Trip Unit	Poles	Phases Used	Lug Cable Size/Neut Sensor/Grnd Fault Cable	Notes
1	XT4HU32501Y8000XXX	200	250	Ekip Dip LSI	3	ABC	(1) 3/0 AWG - 350 MCM	
2	XT4HU32501Y8000XXX	200	250	Ekip Dip LSI	3	ABC	(1) 3/0 AWG - 350 MCM	
7	XT4HU32501Y8000XXX	200	250	Ekip Dip LSI	3	ABC	(1) 3/0 AWG - 350 MCM	
8	XT4HU32501Y8000XXX	200	250	Ekip Dip LSI	3	ABC	(1) 3/0 AWG - 350 MCM	
13	XT1HU3030AYD000XXX	30	-	TMF	3	ABC	(1) 10 - 2/0 AWG	
14	XT1HU3015AYD000XXX	15	-	TMF	3	ABC	(1) 10 - 2/0 AWG	
19	TEYALEC0AAXXXXXX	15	-	TMF	1	A	(1) 14-10 AWG	

NOTES:

REVISES STANDARD DATED 12-11-15

COMPATIBLE UNITS AVAILABLE IN PASSPORT

PORTIONS OF THIS STANDARD ARE COLORIZED FOR CLARITY

11-18-16
C9105
PAGE 1 OF 11

PRIMARY METERING METER

INSTALLATION OF METERING EQUIPMENT AND GROUNDS

TYPE OF INSTALLATION
POLE HEIGHT

C9105.1 _ METER ON ComEd OWNED PRIMARY METERING POLE (14)
.2 _ METER ON CUSTOMER OWNED STRUCTURE (14)
._ B 30 FEET
._ C 35 FEET
._ D 40 FEET
._ E 45 FEET
._ F 50 FEET
._ G 55 FEET

ITEM	CAT ID DESCRIPTION TABLE-1	CAT ID	UNIT	QUANTITY .1_	QUANTITY .2_
A	COMPOUND, MECHANICAL, SEALING, 5 LB. PACKAGE, PER C-9493.	0000350004	EA	1	1

ITEM	CAT ID DESCRIPTION TABLE-2	CAT ID	UNIT	QUANTITY ._B	._C	._D	._E	._F	._G
AA	**GROUNDING INSTALLATION C8550. ___** (2)			1	1	1	1	1	1

CUSTOMER TO PROVIDE AND INSTALL

ITEM	TABLE-3 (1)	ComEd CAT ID	UNIT	QUANTITY
D	BODY, CONDUIT, 1 IN., TYPE LB, RIGID, THREADED, EM-59045 DATED	0000372428	EA	1
E	LOCKNUT, CONDUIT, 1 IN., THREADED, RIGID, GALVANIZED, APPLETON	0000373501	EA	1
F	BUSHING, CONDUIT, 1 IN., THREADED RIGID TYPE, GALVANIZED, NON-	0000372659	EA	1
H	CONDUIT, RIGID, 1 IN. X 10 FT., HOT DIPPED GALVANIZED, THREADE	0000376169	FT	5
J	CLAMP, CONDUIT, 1 IN. RIGID, ONE HOLE, GALVANIZED MALLEABLE IR	0000372811	EA	2
K	SCREW, LAG, U-GUARD, 1/4 IN. X 2-1/2 IN. WITH PRE-ASSEMBLED WA	0000384230	EA	7
L	CONNECTOR, BAR TAP, #10 SOLID TO #2 STR. CABLE TO 1/4 IN. MAX.	0000368764	EA	1
M	BRACE, STEEL, HOT GALVANIZED, 10 IN. X 1-1/2 IN. X 3/16 IN., 90 DEG. TWIST	0000382072	EA	2
N	SCREW, LAG, 1/2 X 3 IN., SQUARE HEAD, HOT GALVANIZED STEEL, TW	0000381359	EA	2
P	BOLT, SQUARE HEAD, 1/2 -13 X 1-1/2 IN., HOT GALVANIZED, WITH S	0000381129	EA	4
R	COVER, CONDUIT BODY, 1 IN., BLANK, STAMPED STEEL, EM-59046 DAT	0000373127	EA	1
S	NIPPLE, PIPE, 1 IN. X 1-1/2 IN. LONG, SCH. 40, ASTM A-53 / A-1	0000553759	EA	1
T	CONNECTOR, COMPRESSION, 1/0 OR 2/0 STR RUN TO #8 SOL OR 2 STRD	0000368544	EA	1
AD	WIRE,COPPER, CONTROL & INSTRUMENT, WEATHER RESISTANT, #4, SOLI	0000356408	EA	5

NOTES:

APPLICATION

- THIS STANDARD SHALL BE USED TO INSTALL METERING EQUIPMENT AND GROUNDS FOR PRIMARY METERING INSTALLATIONS.

SUPPLEMENTARY MATERIAL

(1) CUSTOMER TO PROVIDE AND INSTALL CECHA APPROVED METER CABINET AND MATERIAL IN TABLE-3.

(2) FROM C8550, OMIT ITEMS "A", "AA OR AD", AND "L". CONNECT GROUND WIRES AS SHOWN IN FIGURE-1, "3-WIRE GROUNDING" OR FIGURE-2, "4-WIRE GROUNDING".

(3) A 650V BYPASS PROTECTOR IS REQUIRED AND FURNISHED ONLY ON CURRENT TRANSFORMERS RATED 10 THROUGH 50 AMPERES.

INFORMATION

(11) CABINET MUST BE LEVEL AND PLUMB.

(12) BEND ITEM "M" TO FIT AFTER CABINET IS LEVEL.

(13) ENLARGE MOUNTING HOLES ON THIS SIDE OF CABINET FOR 1/2" BOLTS.

(14) ComEd TARIFFS PROVIDE FOR METER CABINET TO BE INSTALLED ON ComEd OWNED POLE OR CUSTOMER OWNED STRUCTURE IN CERTAIN PRIMARY METERING SITUATIONS.

(15) CASE GROUND POTENTIAL TRANSFORMERS, CURRENT TRANSFORMERS AND TERMINAL BOX, BY MOUNTING TO EQUIPMENT PLATFORM. EQUIPMENT PLATFORM IS GROUNDED TO PRIMARY GROUND ROD, AS CALLED FOR IN C9106, C9107, C9108, OR C9190.

(16) GROUND METER FITTING CASE TO THE SECONDARY GROUND ROD.

(17) FOR POLES WITH NO NEUTRAL CONDUCTOR, CONNECT DIRECTLY TO THE POLE GROUND.

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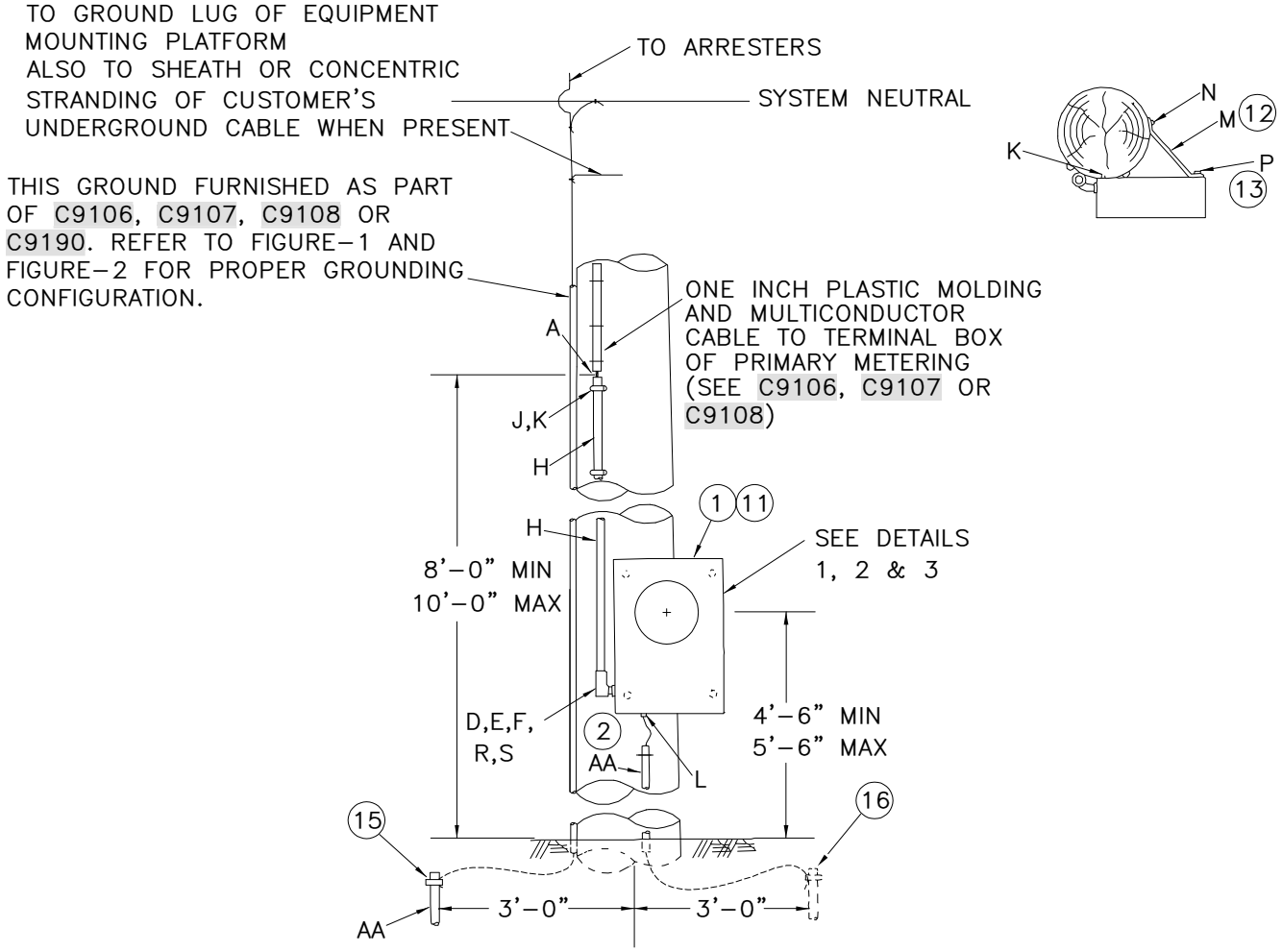
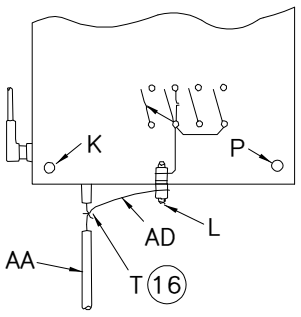
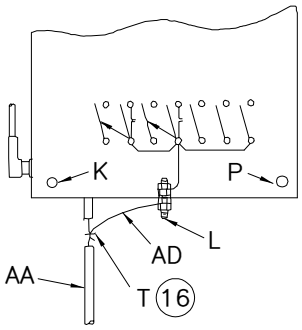


C9105.1_

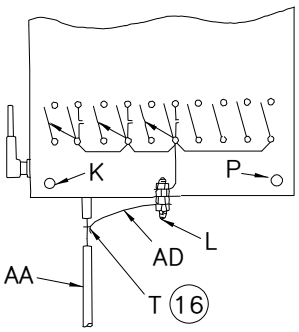
METER ON ComEd OWNED PRIMARY METERING POLE
(SEE DETAIL-4 FOR OVERALL PICTURE)



DETAIL-1
SINGLE PHASE



DETAIL-2
3-PHASE, 3-WIRE



DETAIL-3
3-PHASE, 4-WIRE

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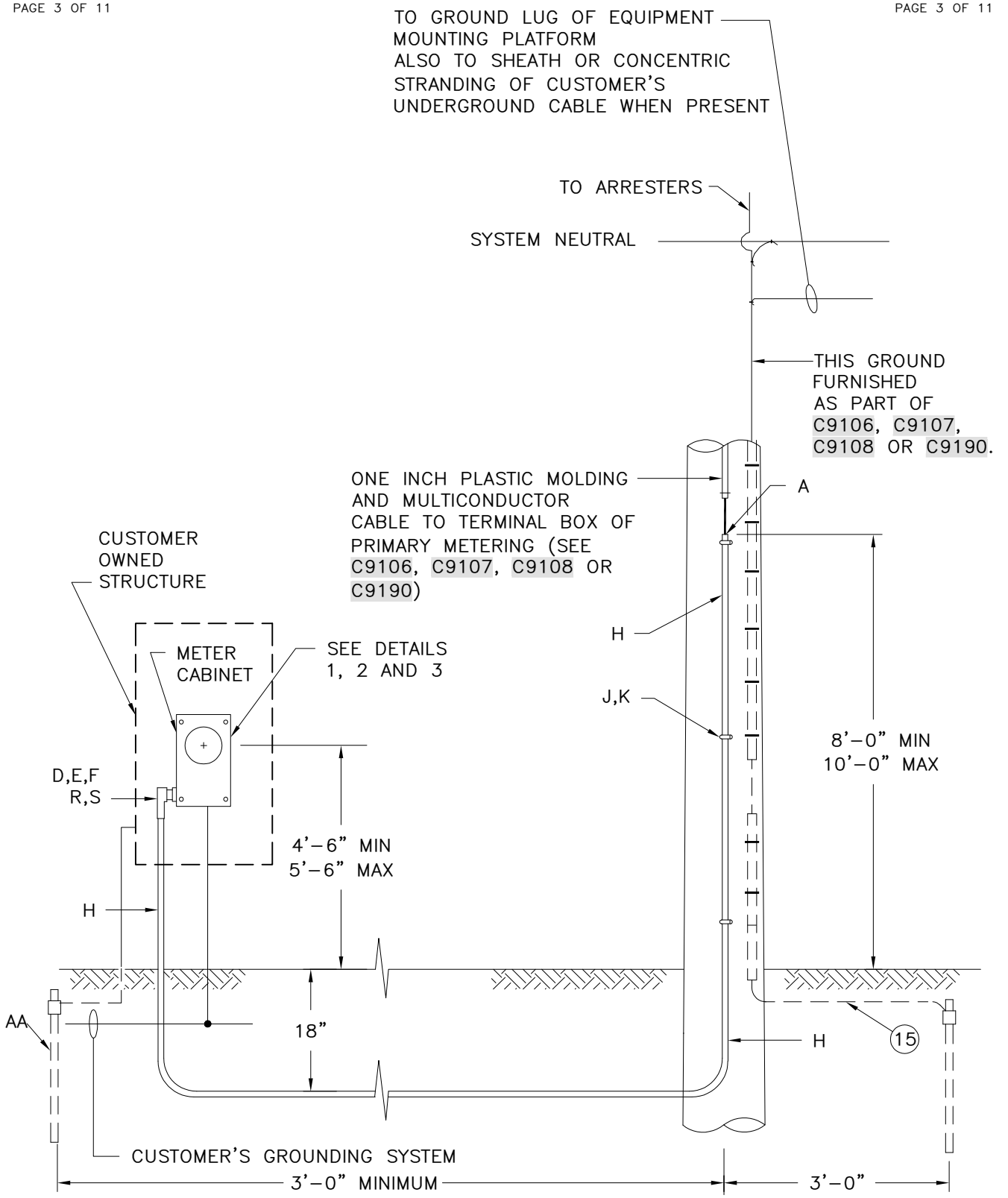

C9105.2_

METER ON CUSTOMER OWNED STRUCTURE
(SEE DETAIL-5 FOR OVERALL PICTURE)

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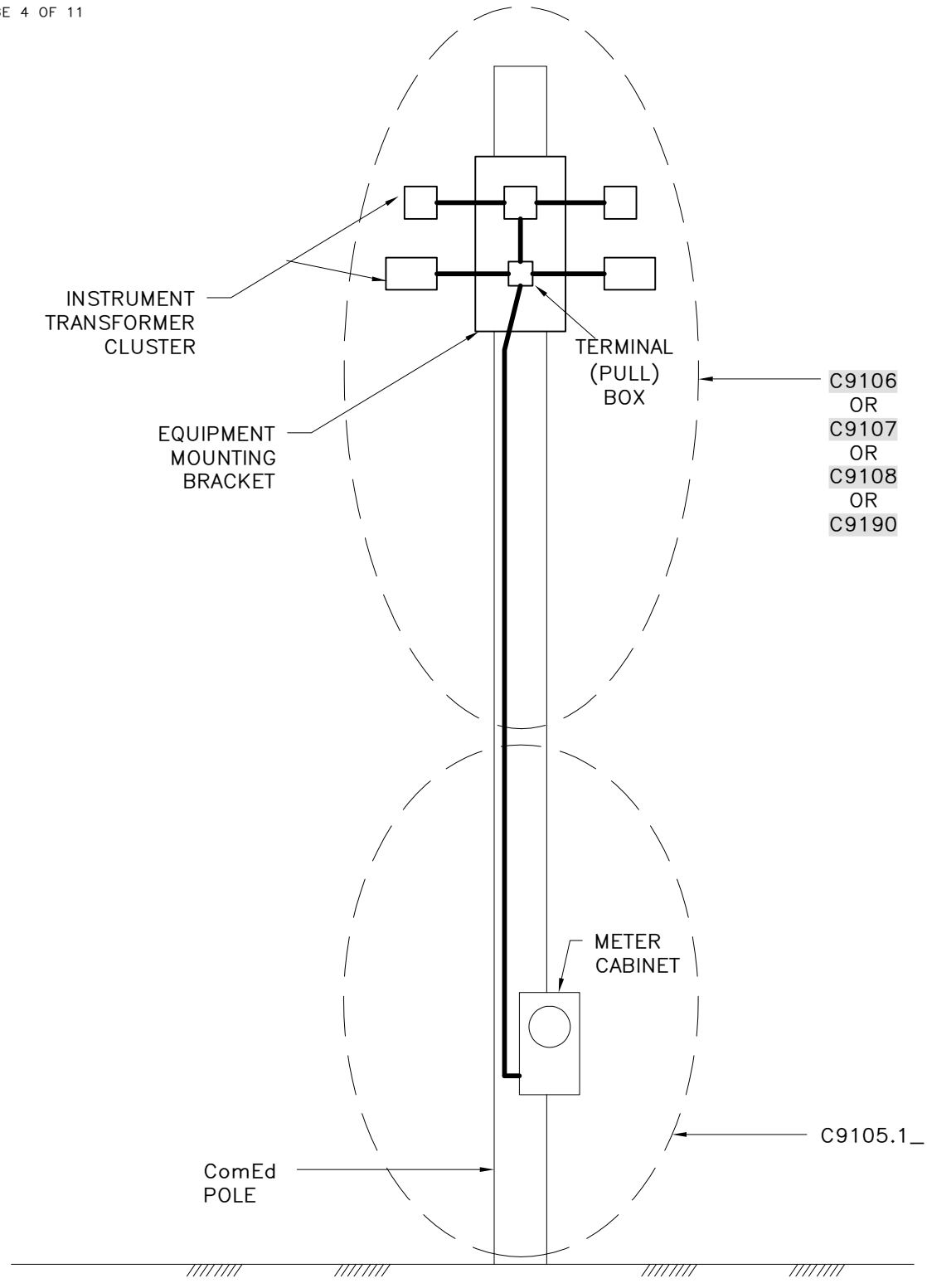

DETAIL-4

METER ON PRIMARY METERING POLE

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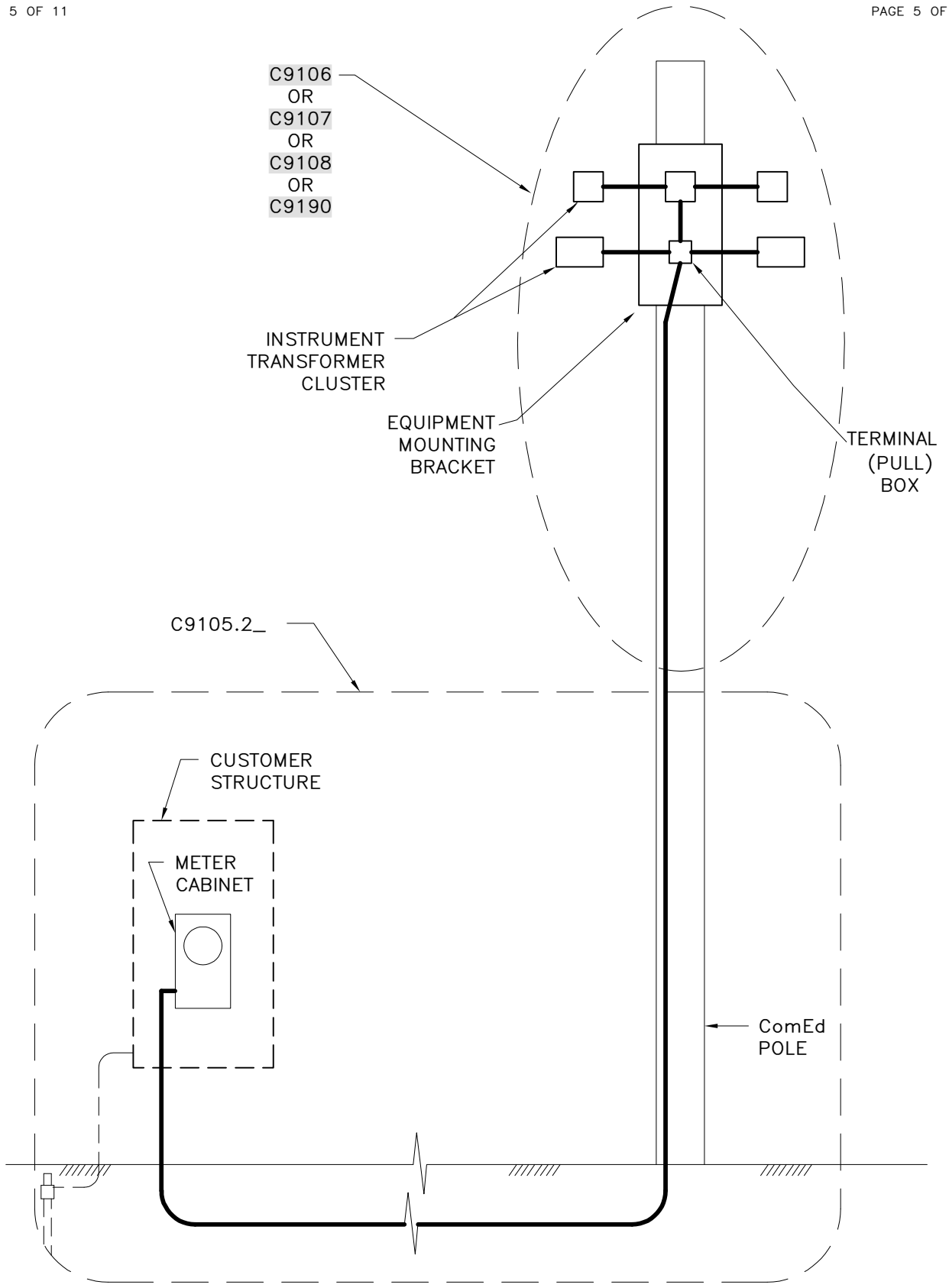

DETAIL-5

METER ON CUSTOMER OWNED STRUCTURE

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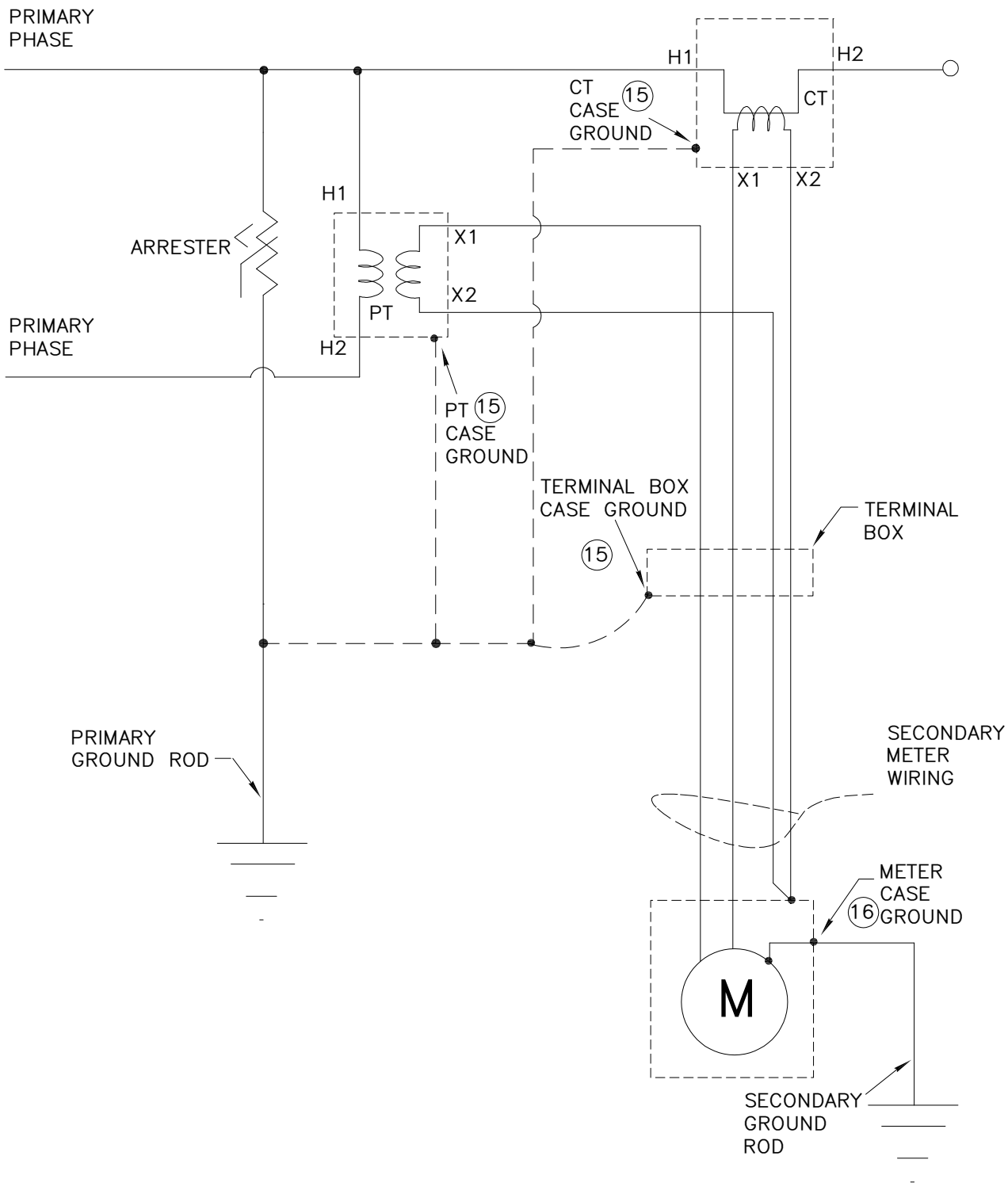

FIGURE-1

3-WIRE GROUNDING

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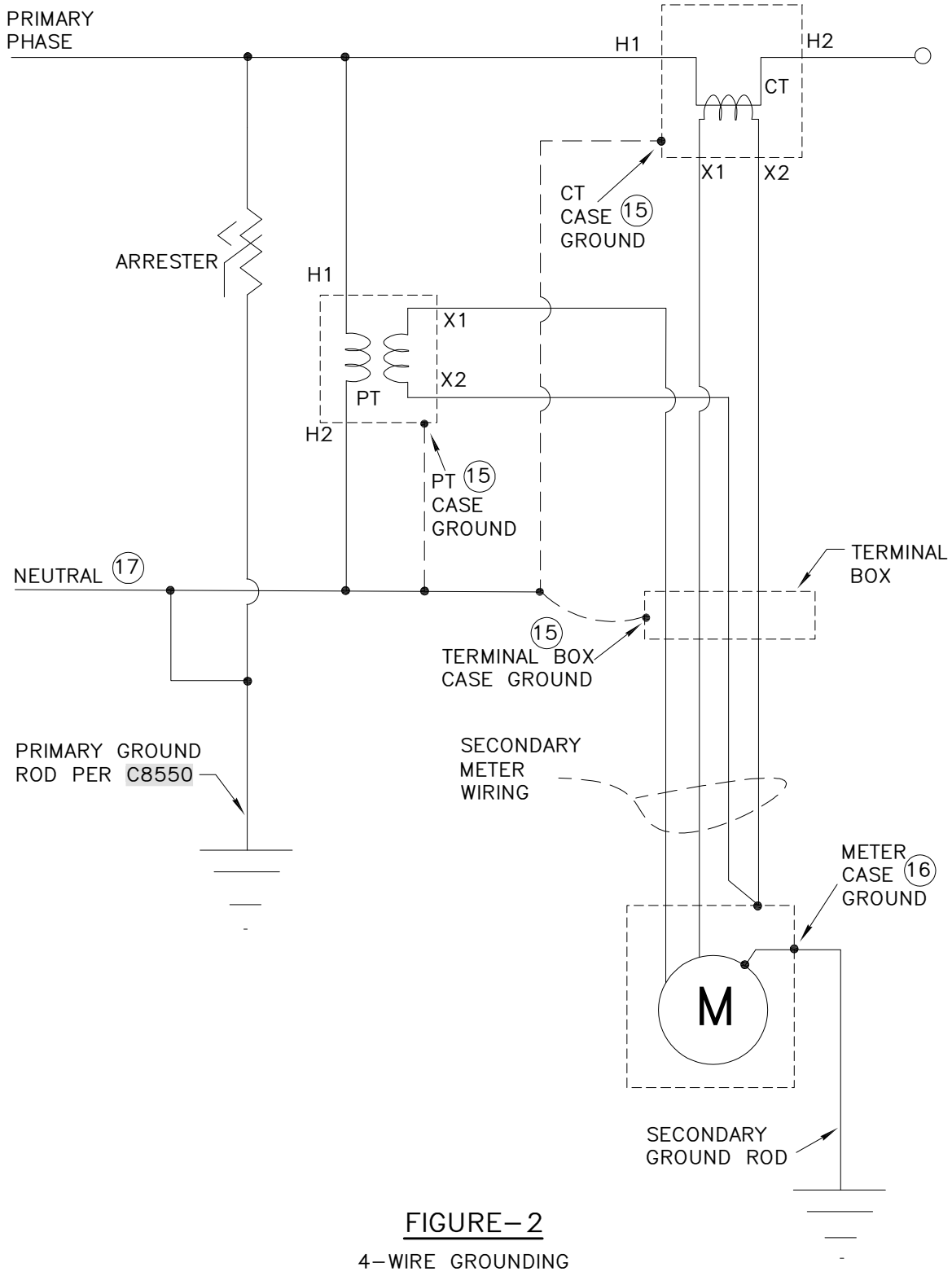

FIGURE-2

4-WIRE GROUNDING

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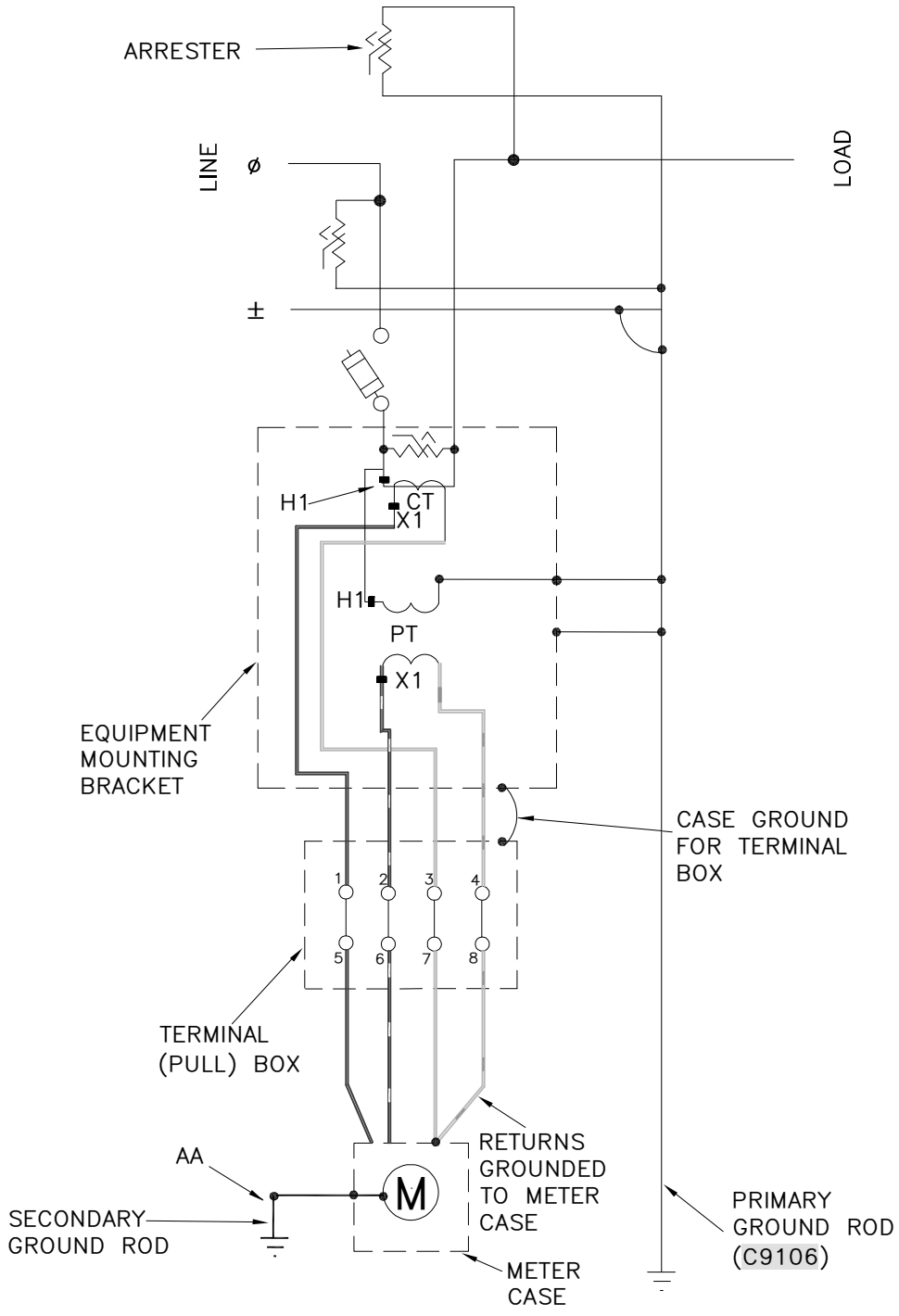

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
CT	1	RED	3	WHITE
PT	2	RED/ WHITE TRACER	4	WHITE/ORANGE TRACER

FIGURE-3

1-PHASE, 2 TRANSFORMER PRIMARY METERING

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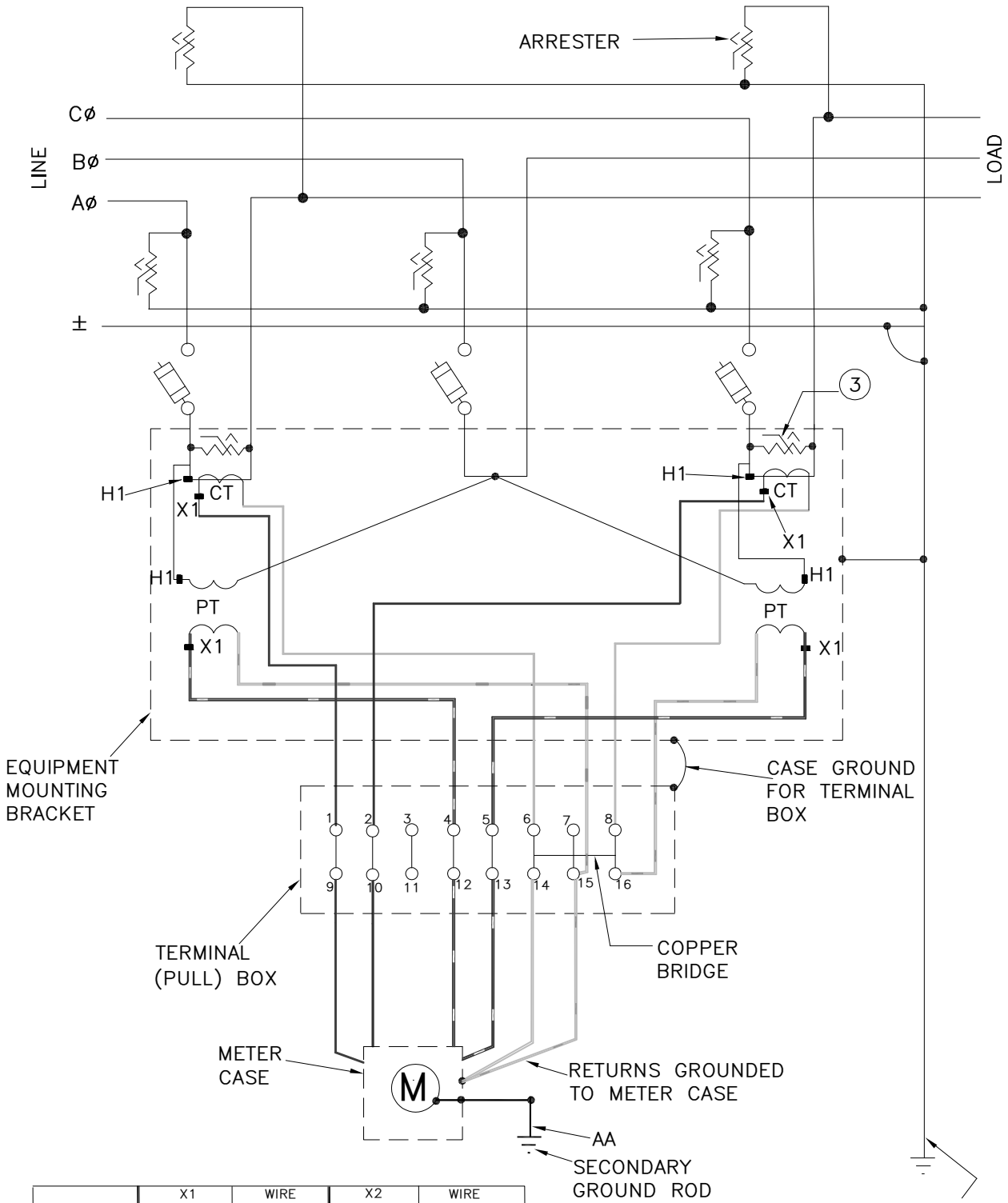

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
Aø CT	1	RED	6	WHITE
Cø CT	2	BLUE	8	WHITE
Aø PT	4	RED/ WHITE TRACER	15	WHITE/ORANGE TRACER
Cø PT	5	BLUE/ WHITE TRACER	16	WHITE/ORANGE TRACER

FIGURE-4

3-PHASE, 3-WIRE, 4 TRANSFORMER PRIMARY METERING

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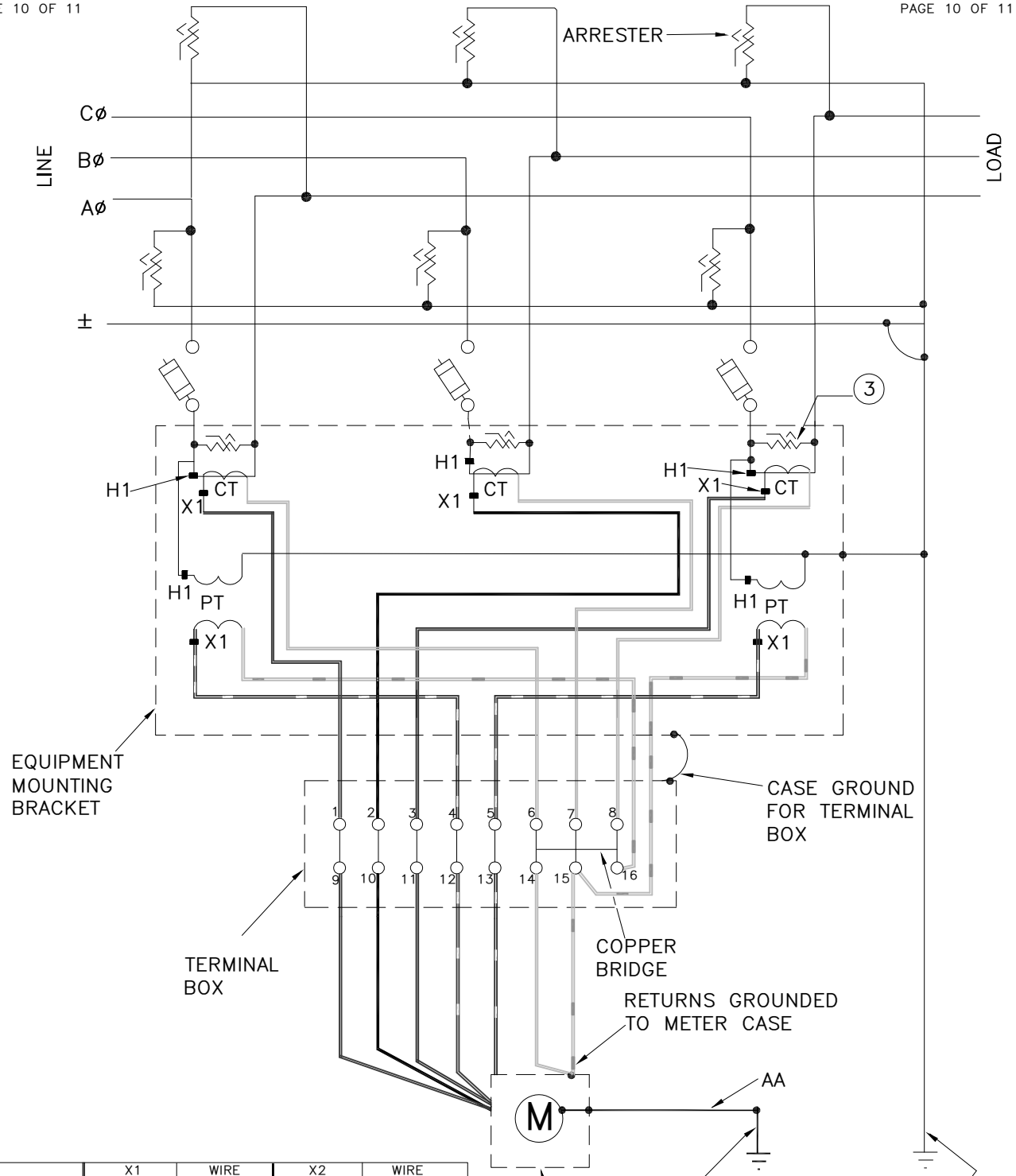

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
Aø CT	1	RED	6	WHITE
Bø CT	2	BLACK	7	WHITE
Cø CT	3	BLUE	8	WHITE
Aø PT	4	RED/ WHITE TRACER	16	WHITE/ORANGE TRACER
Cø PT	5	BLUE/ WHITE TRACER	15	WHITE/ORANGE TRACER

FIGURE-5

3-PHASE, 4-WIRE, 5-TRANSFORMER CLUSTER

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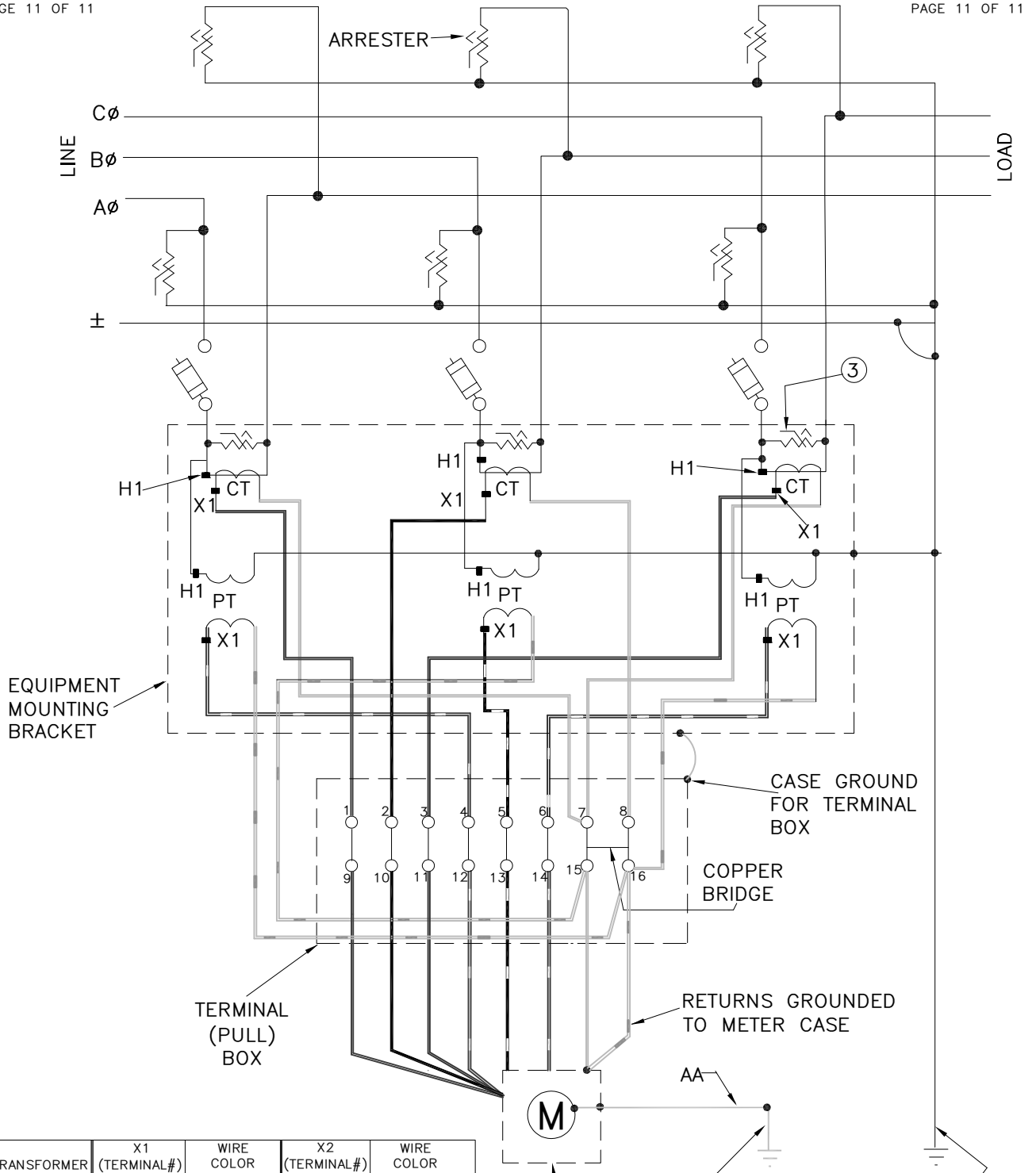

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
Aø CT	1	RED	7	WHITE
Bø CT	2	BLACK	8	WHITE
Cø CT	3	BLUE	7	WHITE
Aø PT	4	RED/ WHITE TRACER	16	WHITE/ORANGE TRACER
Bø PT	5	BLACK/WHITE TRACER	15	WHITE/ORANGE TRACER
Cø PT	6	BLUE/ WHITE TRACER	16	WHITE/ORANGE TRACER

FIGURE-6

3-PHASE, 4-WIRE, 6-TRANSFORMER CLUSTER

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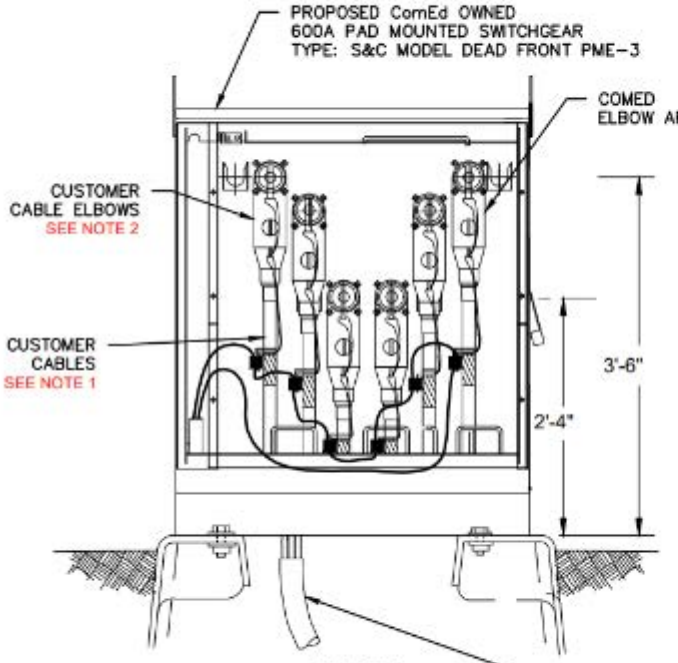
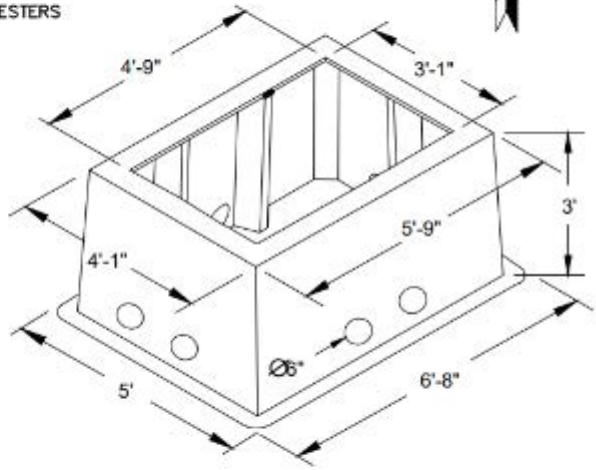


DETAIL 1
POINT OF INTERCONNECTION
(REAR VIEW - LOOKING EAST)



DETAIL 2
FOUNDATION DIMENSIONS
PRIMARY METER & SWITCHGEAR

Eaton STS368ND3-1C00

Catalog Number: STS368ND3-1C00

Eaton shunt trip safety switch, with AFGF relay, 1200 A, Three-pole, 600 Vac, 250 Vdc, 120 Vac, NEMA 12, NEMA 3R, Fusible, 600 V

General specifications

Product Name	**Catalog Number**
Eaton shunt trip safety switch	STS368ND3-1C00
UPC	**Product Length/Depth**
786689369712	23.15 in
Product Height	**Product Width**
72.5 in	47.23 in
Product Weight	**Certifications**
405 lb	UL Listed cUL Certified

Powering Business Worldwide

Physical Attributes

Enclosure

NEMA 12, NEMA 3R

Number Of Poles

Three-pole

Type

Shunt trip safety switch w/ AFGF relay

Performance Ratings

Amperage Rating

1200A

Coil voltage

120 Vac

Protection

Fusible

Voltage rating

600 Vac, 250 Vdc

Resources

Multimedia

Double Up on Safety

ARMS Enclosed Circuit Breaker

Switching Devices Flex Center

Specifications and datasheets

Eaton Specification Sheet - STS368ND3-1C00

Eaton Corporation plc
Eaton House
30 Pembroke Road
Dublin 4, Ireland
Eaton.com

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INVERTER

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible

For North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

12-20 YEAR WARRANTY

Made in the USA from imported parts

SOLAREDGE'S USA-MANUFACTURED OFFERING FOR C&I ROOFTOPS AND CARPORTS

- Eligible for domestic content*: SolarEdge USA-manufactured inverters, when paired with certain SolarEdge USA-manufactured power optimizers, are intended to be eligible for the enhanced federal income tax credit for domestic content
- Pre-commissioning feature for automated validation of system components and wiring during the site installation process and prior to grid connection
- Easy two-person installation with lightweight, modular design (each inverter consists of two or three Synergy units and one Synergy Manager)
- Independent operation of each Synergy unit enables higher uptime and easy serviceability
- Built-in thermal sensors detect faulty wiring, ensuring enhanced protection and safety
- Built-in arc fault protection and rapid shutdown
- Built-in PID mitigation for maximized system performance
- Monitored** and field-replaceable surge protection devices, to better withstand surges caused by lightning or other events
- Built-in module-level monitoring with Ethernet or cellular communication for full system visibility

* For more details, see Eligibility for Domestic Content on the last page.

** Applicable only for DC and AC SPDs.

/ Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers	SE-DBL-USxxIBNxx	SE-TRI-USxxIBNxx				
Model Number	SE80KUS	SE50KUS	SE100KUS	SE110KUS	SE120KUS	UNITS
OUTPUT						
Total Rated AC Output Capacity	80,000	120,000				W
Rated AC Active Output Power	80,000	50,000	100,000	110,000	120,000	W
Maximum AC Apparent Output Power	80,000	50,000	100,000	120,000	120,000	VA
AC Output Line Connections	3W + PE, 4W + PE					
Supported Grids	WYE: TN-C; TN-S; TN-C-S; TT, IT; Delta: IT					
AC Output Voltage Minimum-Nominal-Maximum[1] (L-N)	244 – 277 – 305	105 – 120 – 132.5	244 – 277 – 305			Vac
AC Output Voltage Minimum-Nominal-Maximum[1] (L-L)	422.5 – 480 – 529	183 – 208 – 229	422.5 – 480 – 529			Vac
AC Frequency Minimum-Nominal-Maximum[1]	59.5 – 60 – 60.5					Hz
Maximum Continuous Output Current (per phase, PF=1)	96.5	139.5	120	144.3		Aac
GFDI Threshold	1					A
Utility Monitoring, Islanding Protection, Configurable Power Factor, Country Configurable Thresholds	Yes					
Total Harmonic Distortion	≤ 3					%
Power Factor Range	±0.85 to 1					
INPUT[2]						
Maximum DC Power (Module STC) Inverter / Synergy Unit	140,000 / 70,000	87,500 / 29,165	175,000 / 58,300	210,000 / 70,000		W
Transformer-less, Ungrounded	Yes					
Maximum Input Voltage DC+ to DC-	1000	600	1000			Vdc
Operating Voltage Range	850 – 1000	370 – 600	850 – 1000			Vdc
Maximum Input Current	2 x 48.25	3 x 46.5	3 x 40	3 x 48.25		Adc
Reverse-Polarity Protection	Yes					
Ground-Fault Isolation Detection	167kΩ sensitivity per Synergy Unit[3]					
CEC Weighted Efficiency	98.5	97	98.5			%
Nighttime Power Consumption	< 8	< 12				W
ADDITIONAL FEATURES						
Supported Communication Interfaces[4]	2 x RS485; Ethernet; Wi-Fi (optional); Cellular (optional)					
Smart Energy Management	Export Limitation					
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection					
Arc Fault Protection	Built-in, user configurable (according to UL 1699B)					
Photovoltaic Rapid Shutdown System	NEC 2014 – 2023, built-in, if paired with C651U					
PID Rectifier	Nighttime, built-in					
RS485 Surge Protection (ports 1+2)	Type II, field replaceable, integrated					
AC, DC Surge Protection	Type II, field replaceable, integrated					
DC SAFETY SWITCH						
DC Disconnect	Built-in					
STANDARD COMPLIANCE						
Safety	UL 1699B; UL 1741; UL 1741 SA; UL 1741 SB; UL 1998; CSA C22.2#107.1; Canadian AFCI according to T.I.L. M-07					
Grid Connection Standards	IEEE 1547-2018, Rule 21, Rule 14 (HI)					
Emissions	FCC Part 15 Class A					

(1) For other regional settings please contact SolarEdge support.
(2) For compatibility of inverters and power optimizers, see this technical note.
(3) Where permitted by local regulations.
(4) For specifications of the optional communication options, visit the Communication product page or the Knowledge Center to download the relevant product datasheet.

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers		SE-DBL-USxxIBNxx	SE-TRI-USxxIBNxx				
Model Number		SE80KUS	SE50KUS	SE100KUS	SE110KUS	SE120KUS	UNITS
INSTALLATION SPECIFICATIONS							
Number of Synergy Units per Inverter		2	3				
AC Maximum Conduit Size		2 ½"					in
AC Maximum Conductor Size Line / PE		4/0 AWG / 1/0 AWG					
DC Maximum Conduit Size		1 x 3"; 2 x 2"					in
Inverter Unit / Synergy Manager	Multi-input (fuse-less)[5] (SE-xxx-USxxIxxSx)	6 / 3 pairs; 6 – 12 AWG	9 / 3 pairs; 6 – 12 AWG				
	Combined input (fuse-less) (SE-xxx-USxxIxxWx)	N/A	3 pairs / 1 pair, 2 – 4 AWG; copper or aluminum				
Dimensions (H x W x D)		Synergy Unit: 22 x 12.9 x 10.75 / 558 x 328 x 273 Synergy Manager: 14.17 x 22.4 x 11.6 / 360 x 560 x 295					in / mm
Weight		Synergy Unit: 70.4 / 32 Synergy Manager: 39.6 / 18					lb / kg
Operating Temperature Range		-40 to +140 / -40 to +60[6]					°F / °C
Cooling		Fan (user replaceable)					
Noise		< 67					dBA
Protection Rating		NEMA 3R					
Mounting		Brackets provided					

(5) Fusing is not included with the multi-input version of the Synergy Manager.
(6) For power derating information, see the Temperature Derating technical note for North America.

*Eligibility for Domestic Content

As it relates to the domestic content rules, the U.S. Department of Treasury and the IRS have not yet issued proposed or final regulations. Rather, the IRS has issued three notices - Notice 2023-38, Notice 2024-41 and Notice 2025-08. These notices provide guidance regarding the domestic content rules. SolarEdge products referenced herein are manufactured with the intent to be eligible for inclusion under the elective safe harbor table in calculating the Domestic Cost Percentage under the "Rooftop (MLPE)" category (under IRS Notices 2024-41 and 2025-08, depending on the PN used – see chart below). Eligibility is subject to the installation of qualified USA-Manufactured inverters and Power Optimizers (C651U) in the same project. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% Domestic Content bonus, to determine how the applicable rules apply to your project. The forward-looking statements in this document are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

PN	Domestically produced MPCs per notice 2024-41*	Domestically produced MPCs per notice 2025-08*
USESUK-USR0INNN**6**, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN**8**, when paired with C651U	Printed Circuit Board Assemblies, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)

SolarEdge is a global leader in smart energy technology. By leveraging world-class engineering capabilities and with a relentless focus on innovation, SolarEdge creates smart energy solutions that power our lives and drive future progress.

SolarEdge developed an intelligent inverter solution that changed the way power is harvested and managed in photovoltaic (PV) systems. The SolarEdge DC optimized inverter maximizes power generation while lowering the cost of energy produced by the PV system.

Continuing to advance smart energy, SolarEdge addresses a broad range of energy market segments through its PV, storage, EV charging, UPS, and grid services solutions.

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Cautionary Note Regarding Market Data and Industry Forecasts: This brochure may contain market data and industry forecasts from certain third-party sources. This information is based on industry surveys and the preparer's expertise in the industry and there can be no assurance that any such market data is accurate or that any such industry forecasts will be achieved. Although we have not independently verified the accuracy of such market data and industry forecasts, we believe that the market data is reliable and that the industry forecasts are reasonable.

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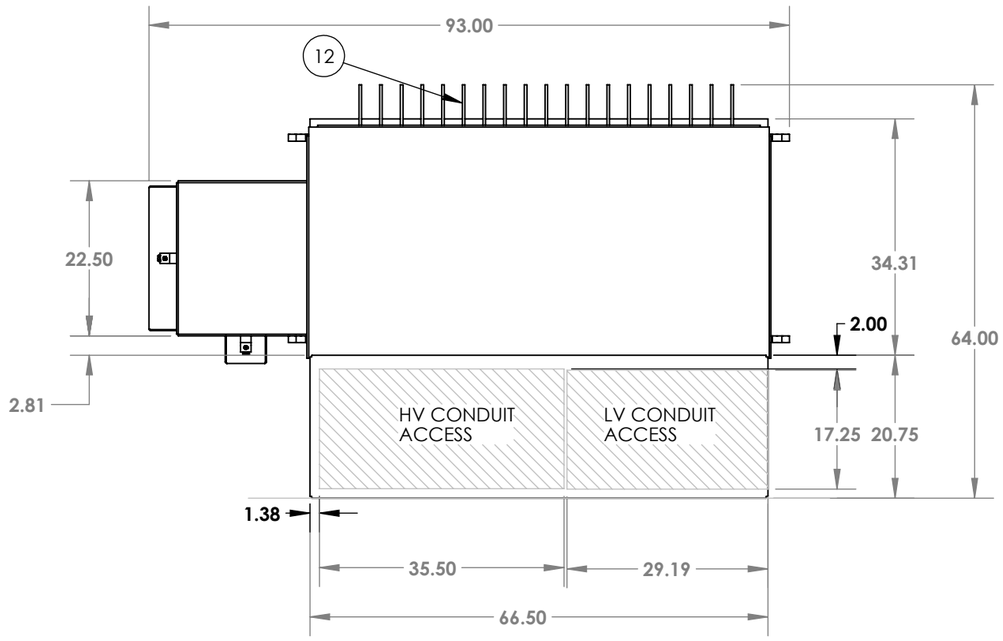
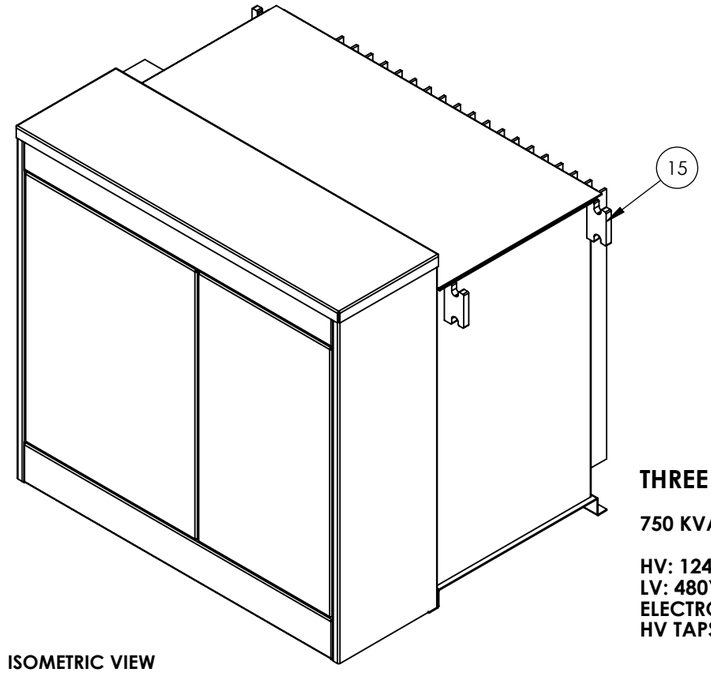


TOP VIEW



ISOMETRIC VIEW

ITEM NO.	PART NUMBER
1	TAP CHANGER (DE-ENERGIZED OPERATION)
2	2 POSITION BOX ASSEMBLY
3	WELLS &15 KV INSERTS
4	10KV ELBOW ARRESTER
5	PARKING STANDS
6	LV BUSHING - 6 HOLE
7	LIQUID LEVEL GAUGE W/ CONTACT
8	THERMOMETER W/ CONTACT
9	PRESSURE VACUUM GAUGE W/ CONTACT
10	TERMINAL BLOCK (MCMASTER-CARR: 7527K53)
11	BAYONET W/ CURENT LIMITING
12	RADIATORS
13	DRAIN & SAMPLE VALVE
14	GROUND PAD
15	LIFT LUG

THREE PHASE PADMOUNT TRANSFORMER

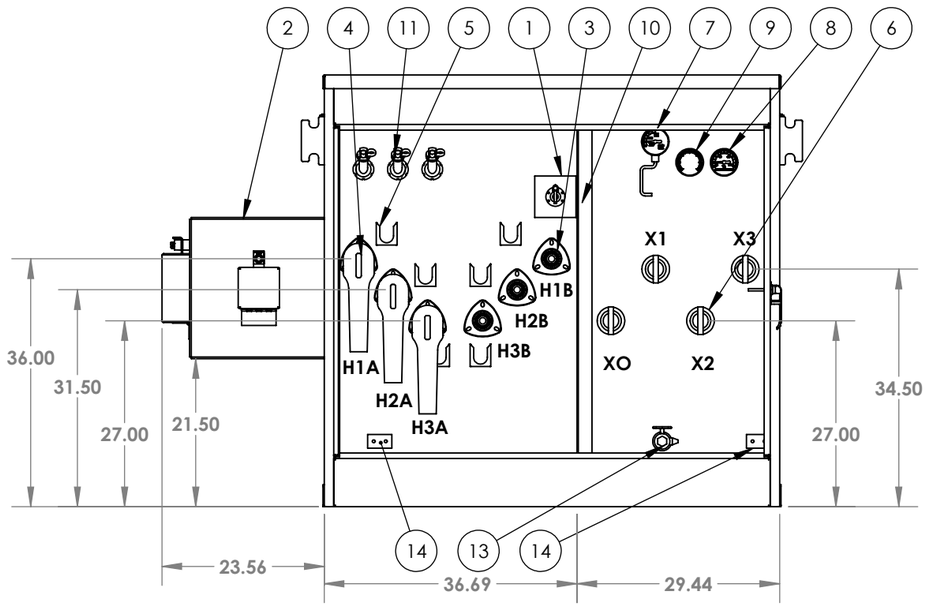
750 KVA AT 65 DEGREES C RISE KNAN

HV: 12470 DELTA BIL: 95KV
LV: 480Y/277 BIL: 30KV
ELECTRO STATIC SHIELD
HV TAPS: -/+ 5%

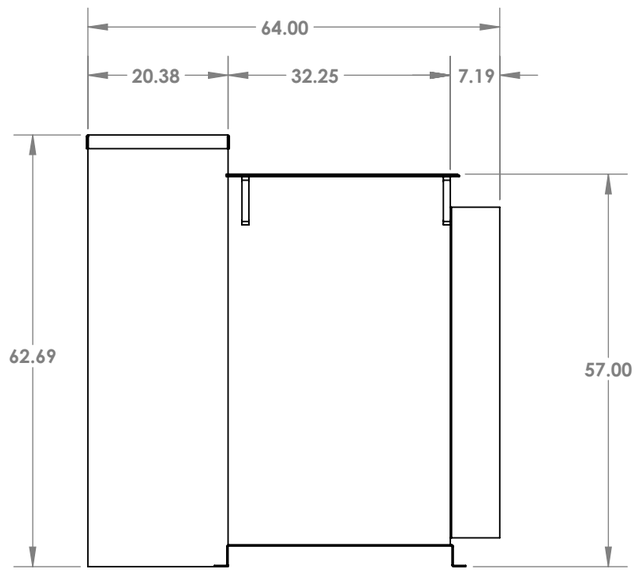
APPROXIMATE WEIGHTS & GALLONS

MAIN OIL GALS:	377 GAL. - FR3
CORE & COILS:	3,651 LBS.
TANK & FITTINGS:	1,921 LBS.
MAIN OIL WT:	2,828 LBS.
TOTAL WT:	8,400 LBS.

*****WEIGHTS AND GALLONS ARE NOT FINAL UNTIL AFTER DESIGN*****



FRONT VIEW



RIGHT VIEW

Drawing For Approval

	BY	DATE
___ APPROVED FOR FABRICATION		
___ APPROVED FOR FABRICATION AS NOTED		
___ RESUBMIT AS NOTED		

Transformer will not be realeased to scheduling until drawing is approved

NOTE: ALL DIMENSIONS & WEIGHTS ARE APPROXIMATE. THE NUMBER AND PRECISE LOCATIONS OF GAUGES, VALVES, PRESSURE RELIEF'S, BUSHINGS, AND OTHER COMPONENTS IS SUBJECT TO CHANGE BEFORE UNIT IS COMPLETE.

TITLE: THREE PHASE PADMOUNT		CUSTOMER: SOLAR LANDSCAPE, LLC			REVISION:
IC #: 122014748		WORK ORDER #: 445149		SALES ORDER #: 339918	
DRAWN BY: MC	DATE: 03/26/25	CHECKED BY:	DATE:	DRAWNING TYPE: APPROVAL	

PROPRIETARY AND CONFIDENTIAL

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UNLESS OTHERWISE SPECIFIED DIMENSION ARE IN INCHES

SUNBELT SOLOMON

SHEET 1 OF 1

PANEL MARKS: **1200A**

TECHNICAL SPECIFICATIONS

PANEL TYPE:	neXT Factory Assembled Interior
QUANTITY:	1
AMPS:	1200A
VOLTAGE:	480Y/277V
SYSTEM:	3P4W
KAIC:	65 KAIC SC FULLY RATED
MATERIAL:	ALUMINUM BUS
PLATE:	SILVER PLATE
ENCLOSURE:	NEMA 3R CABINETS
MOUNTING:	SURFACE
SECTION:	1

MAIN DISCONNECT DEVICE

FEED DIR.	Bottom
TYPE:	Lugs
AMPS/SENSOR:	1200A/-
CATALOG NO.:	LGML260A
POLES:	3
LUGS:	Main Lug (4) #2-500 mcm, No Feed Through

INTERIOR X-VALUES

TOTAL X BUS	AVAILABLE X BUS
16	12

OPTIONS INCLUDED

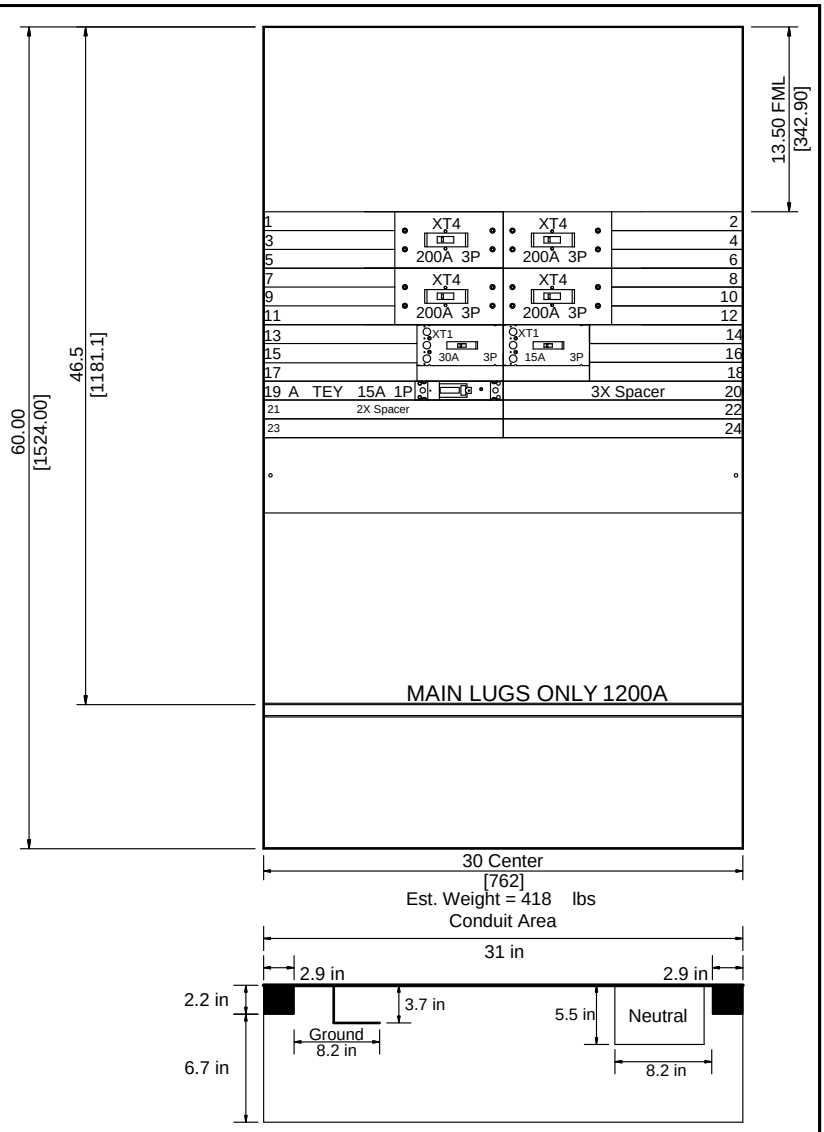
QTY	DESCRIPTION
1	Aluminum Bus Heat Rated
1	47 Ckt bonded grd

BOX BOM

QTY	CAT #	DESCRIPTION
1	ER6030R	Enclosure
1	GC30C16BLA	Gutter Covers
1	FT30S00135	Front 1 of 2
1	FT30S00260	Front 2 of 2
1	BP30C	WirePost

INTERIOR BOM

QTY	CAT #	DESCRIPTION
1	GDBG47AL	Ground
1	IN1612BL3H1	Interior Bus Stack
1	NL12I0NSTNDAL	Neutral
6	LGML260A	MLO and/or FTL Kit
0	LGML45	Main Code - Not a Catalog Number
1	IF1630C	Interior Frame
1	IL30C	Lifting Kits
1	SR02BB	2X Blank only
1	SR03BB	3X Blank only
2	SR1XBR	1 XT1 Mtg Kit, Narrow



PANEL INFORMATION	
INTERNAL DIMENSIONS	60"X32"X11"
NOTES	
EXTERNAL DIMENSIONS	61"X33.5"X16.7"

1. FML - FRAME MOUNTING LOCATION.
2. DRAWING NOT TO SCALE.
3. DIMENSIONS ARE IN INCHES[mm].

NEUTRAL CAN BE MOUNTED IN ANY CORNER

FACTORY AUTO-LAYOUT. THE LAYOUT IS NOT SPECIFIED, THE FACTORY MAY CHANGE THE LOCATION OF SOME OF THE BREAKERS. NEUTRAL ARE PRESSURE LUGS.

PROJECT NAME : Q- Panelboard Specs Aug 2024 - Solar Landscape		PANEL ID: neXT Panel Assembled Interior	PRODUCT NAME: *ReliaGear neXT PANELBOARD*	DRAWING NO:	
CUSTOMER: SUNBELT SOLOMON		CREATED BY: Basden, Joseph		ITEM NO:	15
		DATE: 08/14/2024 15:15:21		MARKS:	1200A
		REVISION NO.		QUOTE NO:	UM4-00002453
				SHEET:	1

8/14/2024 3:32:09 PM SAP ORDER:

neXT Device Information

X Space	Breaker Catalog Number	Trip Amps	Sensor Amps	Trip Unit	Poles	Phases Used	Lug Cable Size/Neut Sensor/Grnd Fault Cable	Notes
1	XT4HU32501Y8000XXX	200	250	Ekip Dip LSI	3	ABC	(1) 3/0 AWG - 350 MCM	
2	XT4HU32501Y8000XXX	200	250	Ekip Dip LSI	3	ABC	(1) 3/0 AWG - 350 MCM	
7	XT4HU32501Y8000XXX	200	250	Ekip Dip LSI	3	ABC	(1) 3/0 AWG - 350 MCM	
8	XT4HU32501Y8000XXX	200	250	Ekip Dip LSI	3	ABC	(1) 3/0 AWG - 350 MCM	
13	XT1HU3030AYD000XXX	30	-	TMF	3	ABC	(1) 10 - 2/0 AWG	
14	XT1HU3015AYD000XXX	15	-	TMF	3	ABC	(1) 10 - 2/0 AWG	
19	TEYALEC0AAXXXXXX	15	-	TMF	1	A	(1) 14-10 AWG	

NOTES:

REVISES STANDARD DATED 12-11-15

COMPATIBLE UNITS AVAILABLE IN PASSPORT

PORTIONS OF THIS STANDARD ARE COLORIZED FOR CLARITY

11-18-16
C9105
PAGE 1 OF 11

PRIMARY METERING METER

INSTALLATION OF METERING EQUIPMENT AND GROUNDS

TYPE OF INSTALLATION
POLE HEIGHT

C9105.1 _ METER ON ComEd OWNED PRIMARY METERING POLE (14)
.2 _ METER ON CUSTOMER OWNED STRUCTURE (14)
._ B 30 FEET
._ C 35 FEET
._ D 40 FEET
._ E 45 FEET
._ F 50 FEET
._ G 55 FEET

ITEM	CAT ID DESCRIPTION TABLE-1	CAT ID	UNIT	QUANTITY .1_	QUANTITY .2_
A	COMPOUND, MECHANICAL, SEALING, 5 LB. PACKAGE, PER C-9493.	0000350004	EA	1	1

ITEM	CAT ID DESCRIPTION TABLE-2	CAT ID	UNIT	QUANTITY ._B	._C	._D	._E	._F	._G
AA	**GROUNDING INSTALLATION C8550. ___** (2)			1	1	1	1	1	1

CUSTOMER TO PROVIDE AND INSTALL

ITEM	TABLE-3 (1)	ComEd CAT ID	UNIT	QUANTITY
D	BODY, CONDUIT, 1 IN., TYPE LB, RIGID, THREADED, EM-59045 DATED	0000372428	EA	1
E	LOCKNUT, CONDUIT, 1 IN., THREADED, RIGID, GALVANIZED, APPLETON	0000373501	EA	1
F	BUSHING, CONDUIT, 1 IN., THREADED RIGID TYPE, GALVANIZED, NON-	0000372659	EA	1
H	CONDUIT, RIGID, 1 IN. X 10 FT., HOT DIPPED GALVANIZED, THREADE	0000376169	FT	5
J	CLAMP, CONDUIT, 1 IN. RIGID, ONE HOLE, GALVANIZED MALLEABLE IR	0000372811	EA	2
K	SCREW, LAG, U-GUARD, 1/4 IN. X 2-1/2 IN. WITH PRE-ASSEMBLED WA	0000384230	EA	7
L	CONNECTOR, BAR TAP, #10 SOLID TO #2 STR. CABLE TO 1/4 IN. MAX.	0000368764	EA	1
M	BRACE, STEEL, HOT GALVANIZED, 10 IN. X 1-1/2 IN. X 3/16 IN., 90 DEG. TWIST	0000382072	EA	2
N	SCREW, LAG, 1/2 X 3 IN., SQUARE HEAD, HOT GALVANIZED STEEL, TW	0000381359	EA	2
P	BOLT, SQUARE HEAD, 1/2 -13 X 1-1/2 IN., HOT GALVANIZED, WITH S	0000381129	EA	4
R	COVER, CONDUIT BODY, 1 IN., BLANK, STAMPED STEEL, EM-59046 DAT	0000373127	EA	1
S	NIPPLE, PIPE, 1 IN. X 1-1/2 IN. LONG, SCH. 40, ASTM A-53 / A-1	0000553759	EA	1
T	CONNECTOR, COMPRESSION, 1/0 OR 2/0 STR RUN TO #8 SOL OR 2 STRD	0000368544	EA	1
AD	WIRE,COPPER, CONTROL & INSTRUMENT, WEATHER RESISTANT, #4, SOLI	0000356408	EA	5

NOTES:

APPLICATION

- THIS STANDARD SHALL BE USED TO INSTALL METERING EQUIPMENT AND GROUNDS FOR PRIMARY METERING INSTALLATIONS.

SUPPLEMENTARY MATERIAL

(1) CUSTOMER TO PROVIDE AND INSTALL CECHA APPROVED METER CABINET AND MATERIAL IN TABLE-3.

(2) FROM C8550, OMIT ITEMS "A", "AA OR AD", AND "L". CONNECT GROUND WIRES AS SHOWN IN FIGURE-1, "3-WIRE GROUNDING" OR FIGURE-2, "4-WIRE GROUNDING".

(3) A 650V BYPASS PROTECTOR IS REQUIRED AND FURNISHED ONLY ON CURRENT TRANSFORMERS RATED 10 THROUGH 50 AMPERES.

INFORMATION

(11) CABINET MUST BE LEVEL AND PLUMB.

(12) BEND ITEM "M" TO FIT AFTER CABINET IS LEVEL.

(13) ENLARGE MOUNTING HOLES ON THIS SIDE OF CABINET FOR 1/2" BOLTS.

(14) ComEd TARIFFS PROVIDE FOR METER CABINET TO BE INSTALLED ON ComEd OWNED POLE OR CUSTOMER OWNED STRUCTURE IN CERTAIN PRIMARY METERING SITUATIONS.

(15) CASE GROUND POTENTIAL TRANSFORMERS, CURRENT TRANSFORMERS AND TERMINAL BOX, BY MOUNTING TO EQUIPMENT PLATFORM. EQUIPMENT PLATFORM IS GROUNDED TO PRIMARY GROUND ROD, AS CALLED FOR IN C9106, C9107, C9108, OR C9190.

(16) GROUND METER FITTING CASE TO THE SECONDARY GROUND ROD.

(17) FOR POLES WITH NO NEUTRAL CONDUCTOR, CONNECT DIRECTLY TO THE POLE GROUND.

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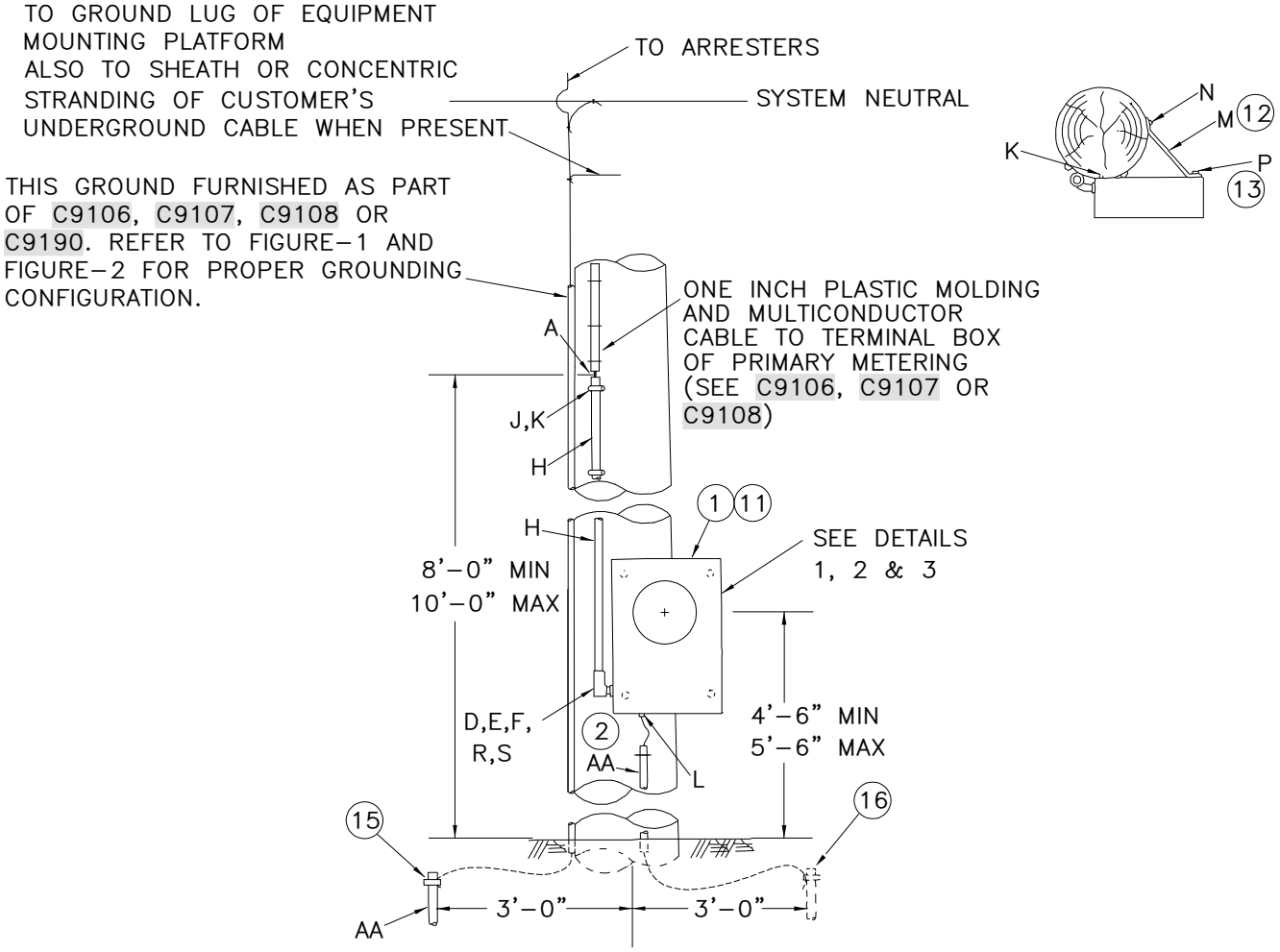

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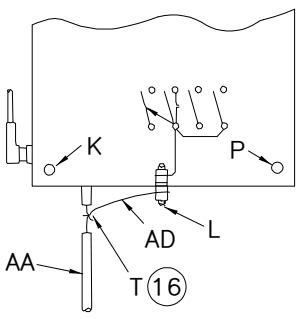
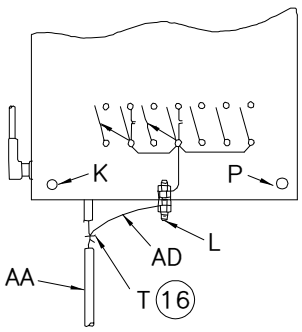
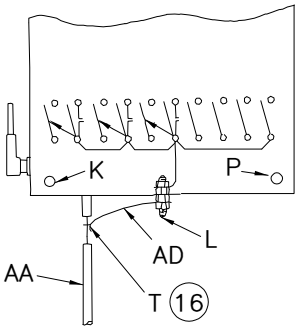
METER ON ComEd OWNED PRIMARY METERING POLE
(SEE DETAIL-4 FOR OVERALL PICTURE)



DETAIL-1
SINGLE PHASE



DETAIL-2
3-PHASE, 3-WIRE



DETAIL-3
3-PHASE, 4-WIRE

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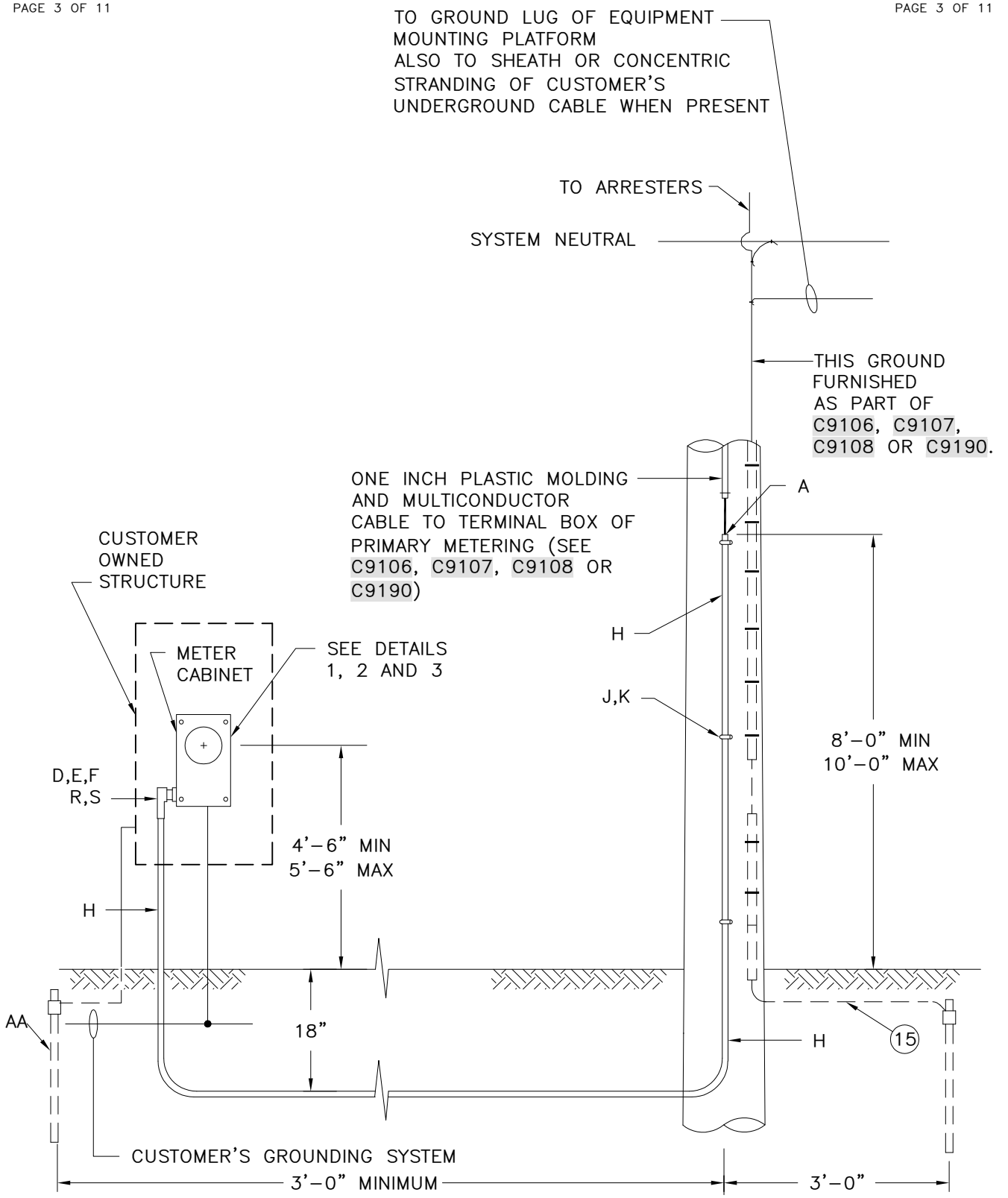

C9105.2_

METER ON CUSTOMER OWNED STRUCTURE
(SEE DETAIL-5 FOR OVERALL PICTURE)

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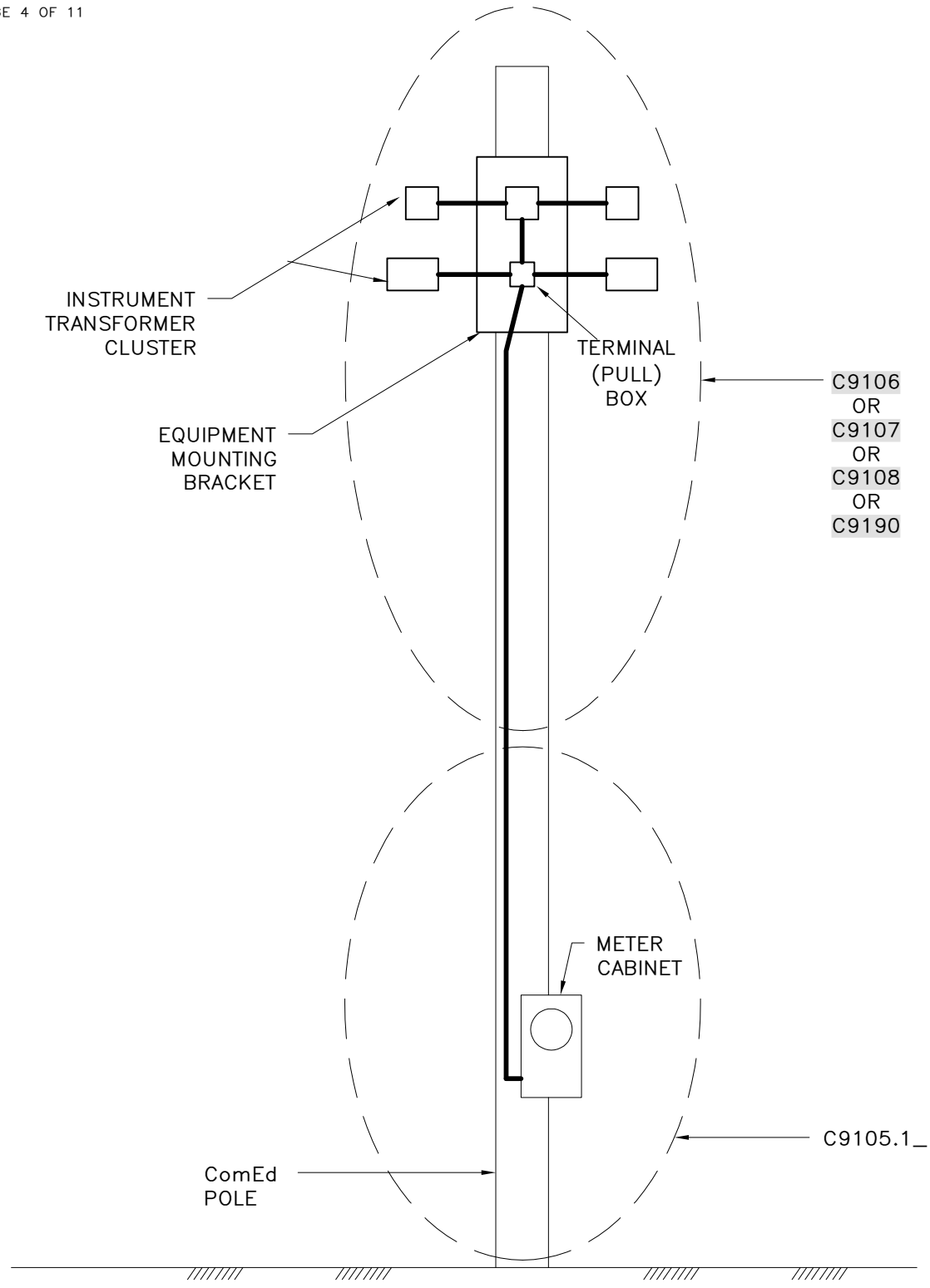

DETAIL-4

METER ON PRIMARY METERING POLE

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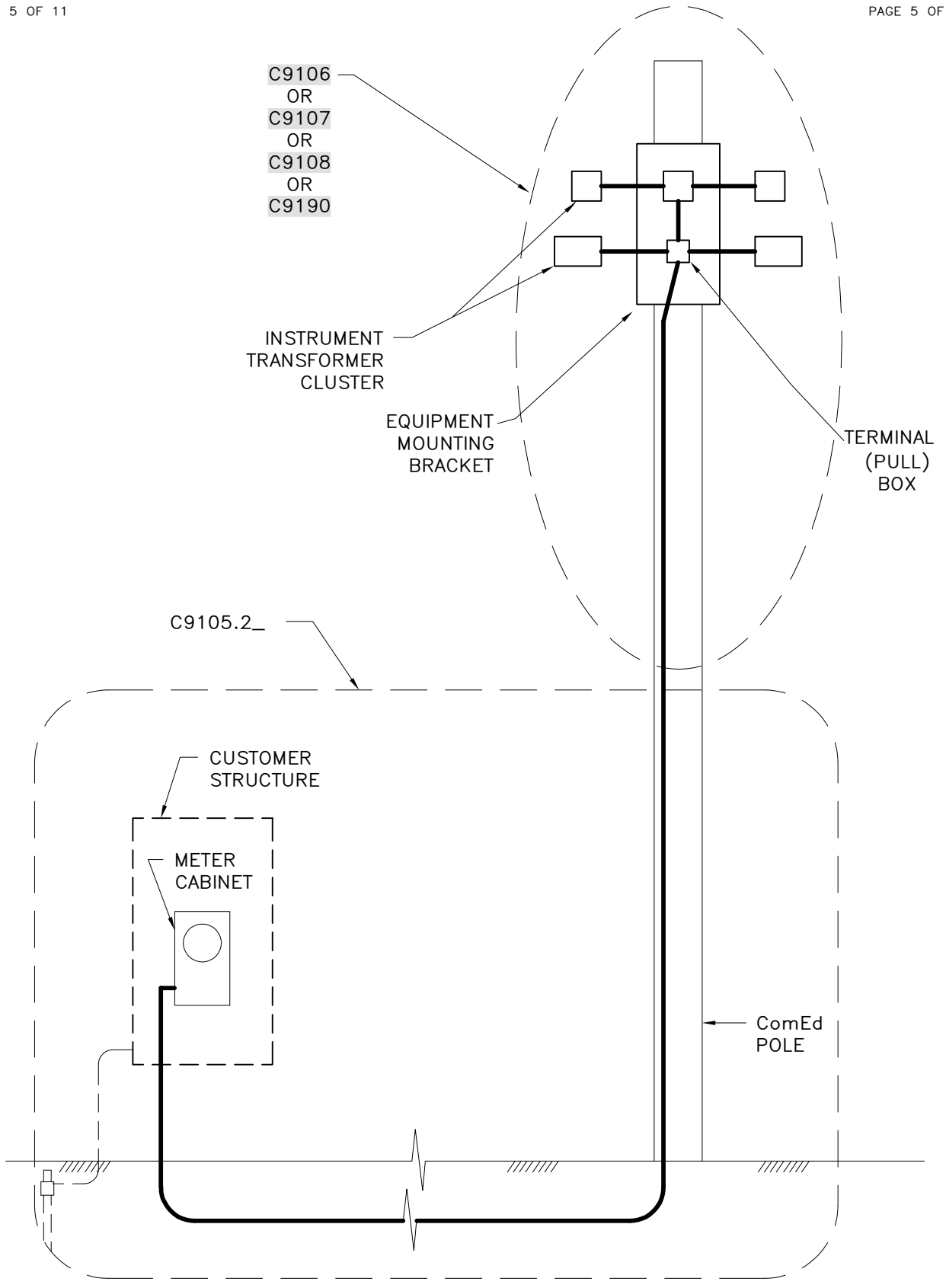

DETAIL-5

METER ON CUSTOMER OWNED STRUCTURE

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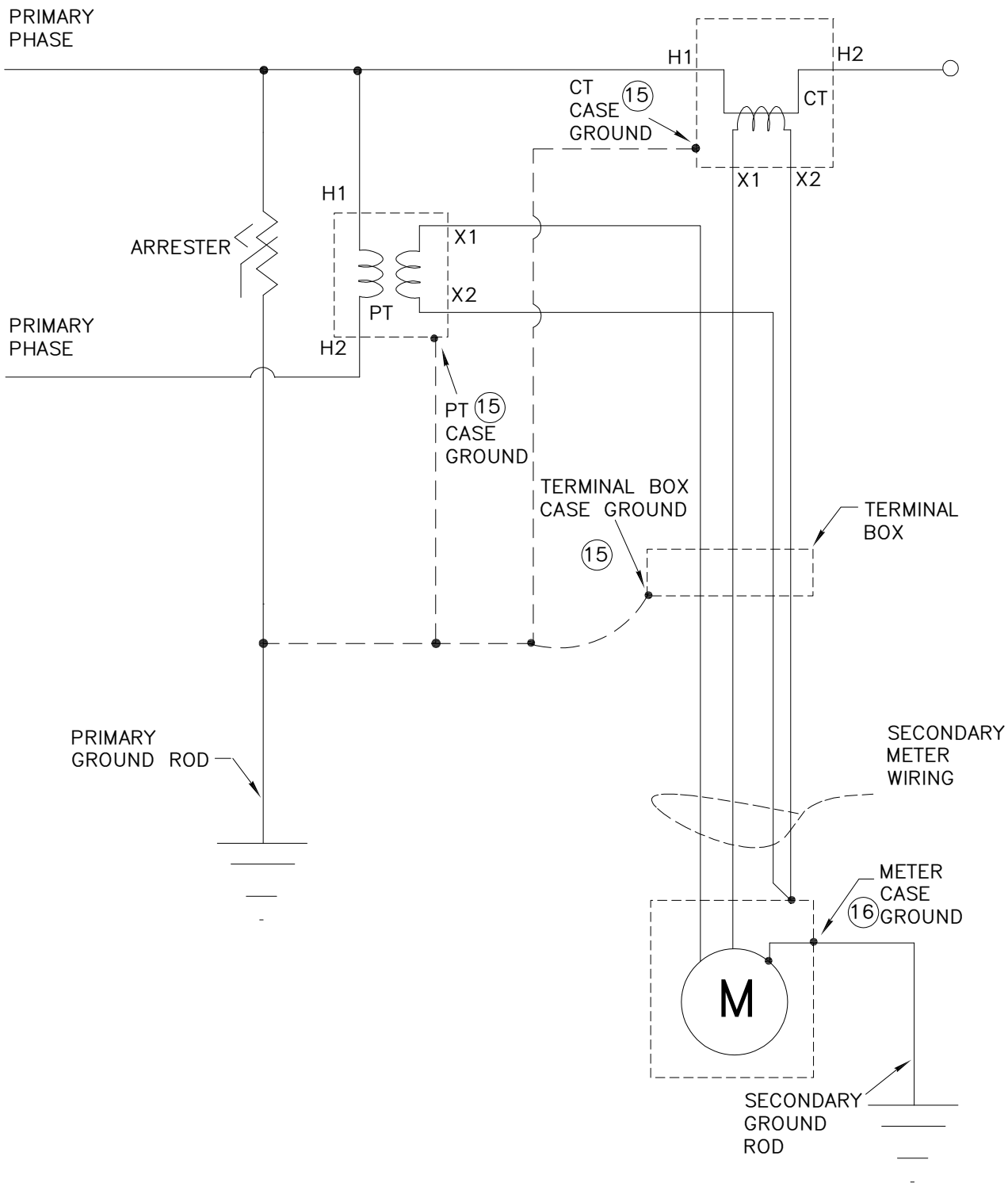

FIGURE-1

3-WIRE GROUNDING

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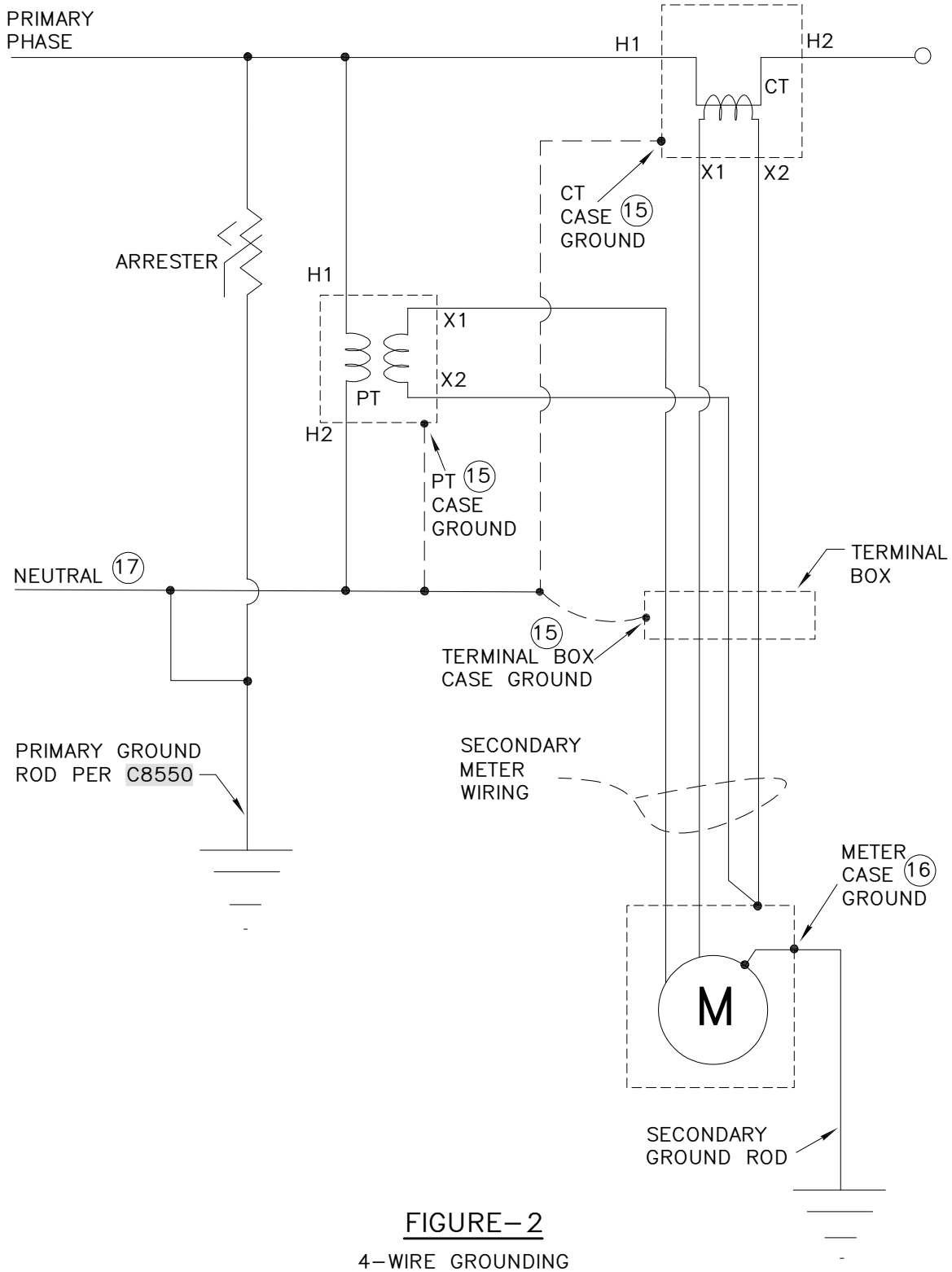

FIGURE-2

4-WIRE GROUNDING

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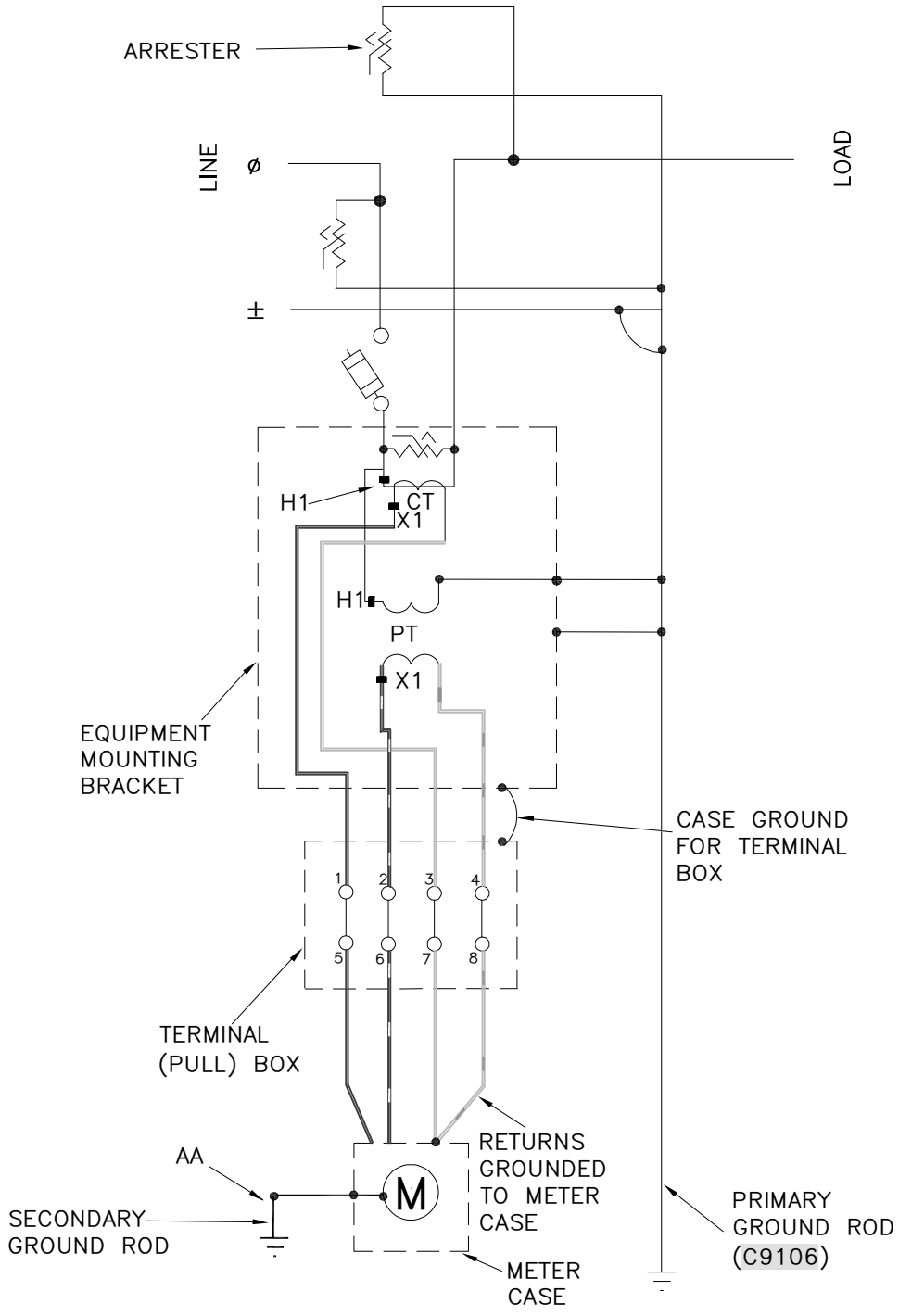

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
CT	1	RED	3	WHITE
PT	2	RED/ WHITE TRACER	4	WHITE/ORANGE TRACER

FIGURE-3

1-PHASE, 2 TRANSFORMER PRIMARY METERING

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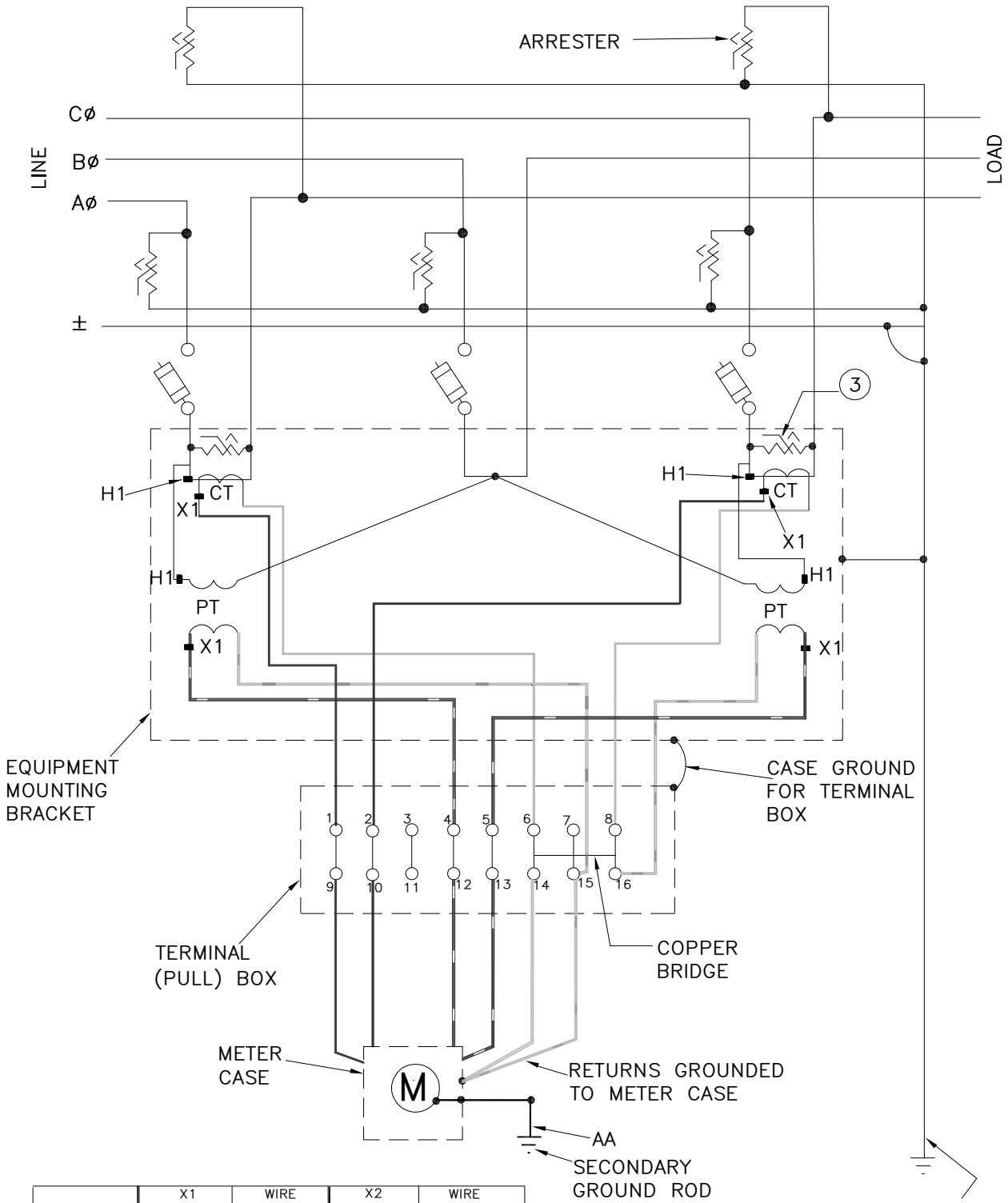

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
Aø CT	1	RED	6	WHITE
Cø CT	2	BLUE	8	WHITE
Aø PT	4	RED/ WHITE TRACER	15	WHITE/ORANGE TRACER
Cø PT	5	BLUE/ WHITE TRACER	16	WHITE/ORANGE TRACER

FIGURE-4

3-PHASE, 3-WIRE, 4 TRANSFORMER PRIMARY METERING

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C9105
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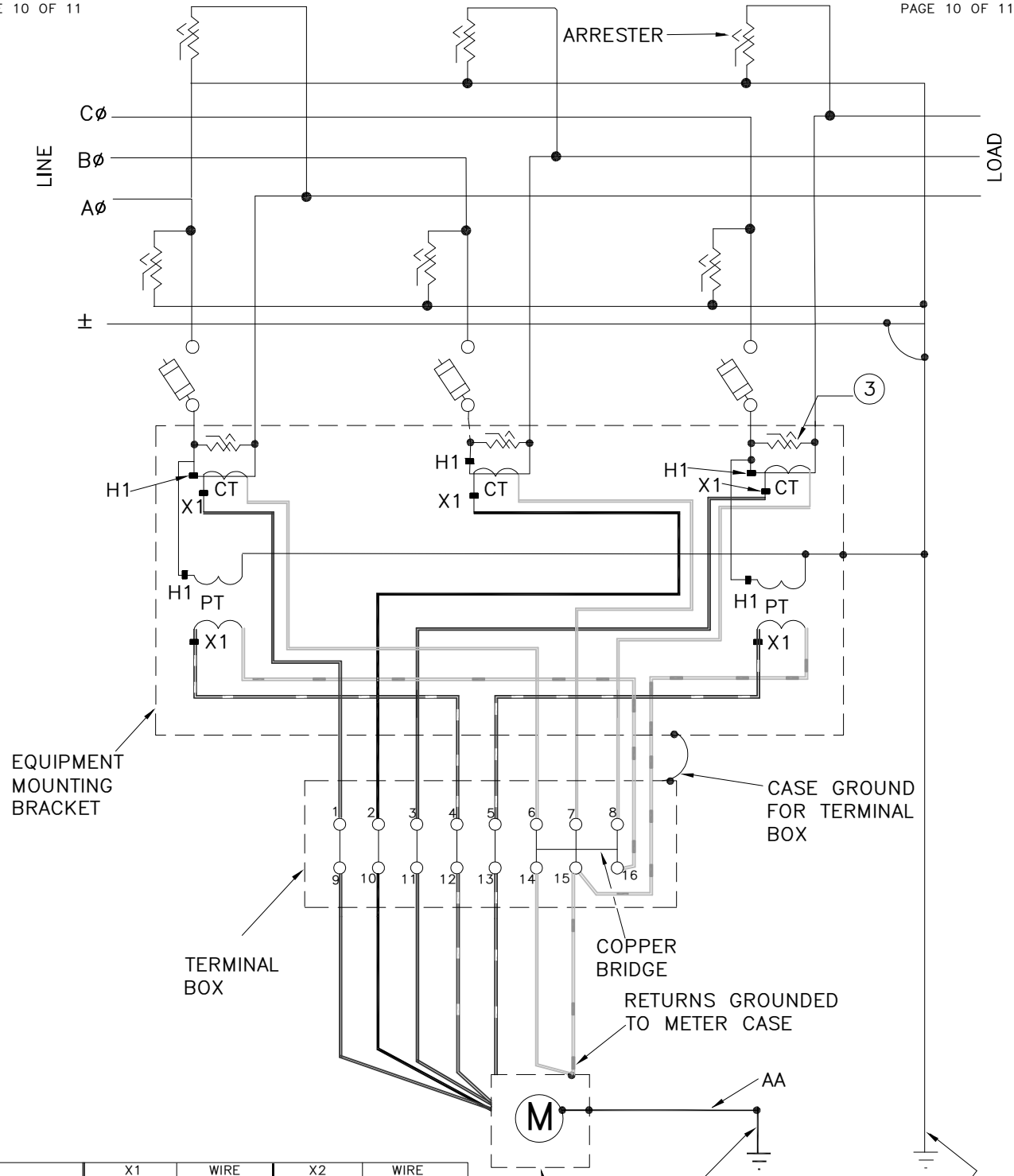

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
Aø CT	1	RED	6	WHITE
Bø CT	2	BLACK	7	WHITE
Cø CT	3	BLUE	8	WHITE
Aø PT	4	RED/ WHITE TRACER	16	WHITE/ORANGE TRACER
Cø PT	5	BLUE/ WHITE TRACER	15	WHITE/ORANGE TRACER

FIGURE-5

3-PHASE, 4-WIRE, 5-TRANSFORMER CLUSTER

ACAD

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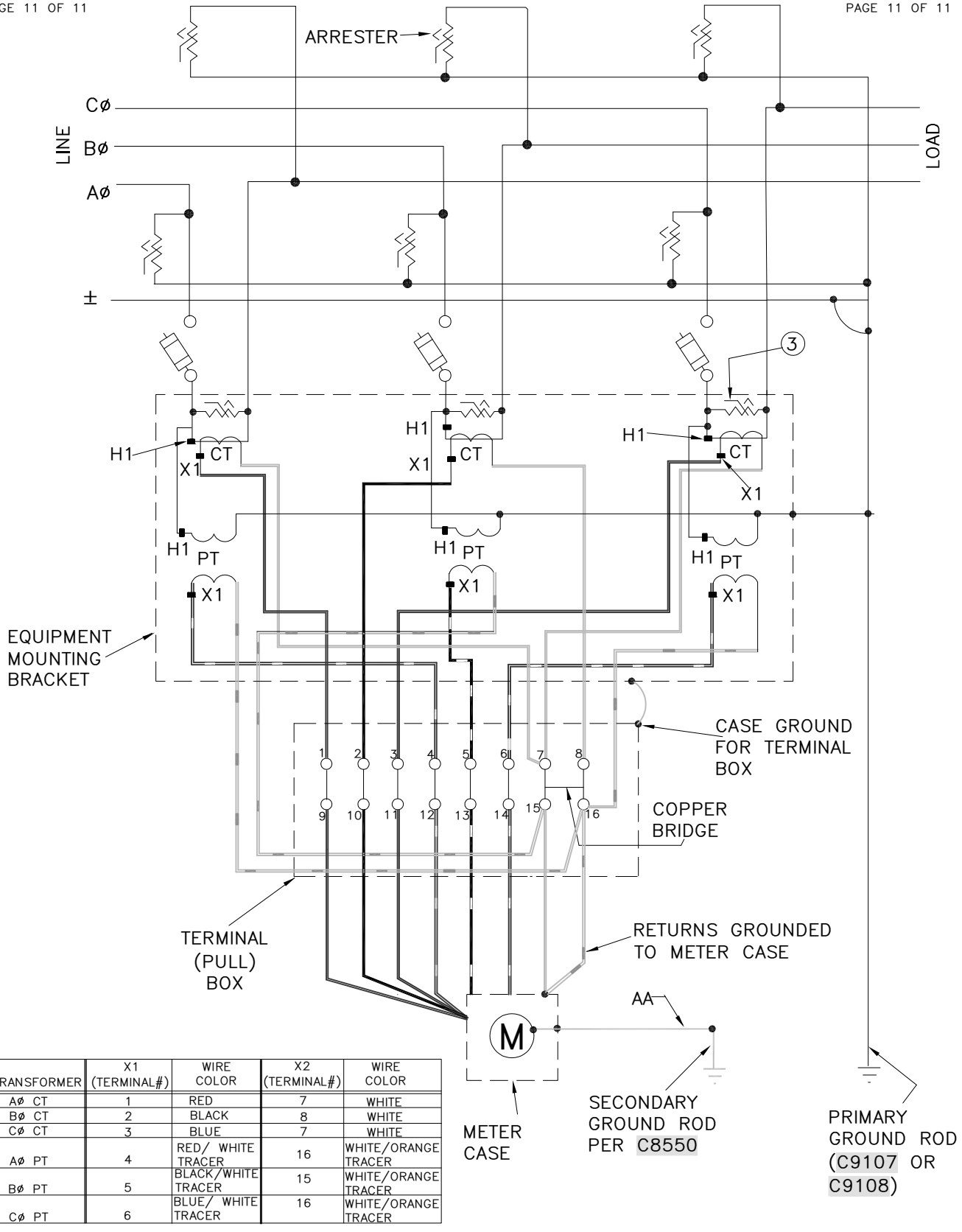
11-18-16
C9105
PAGE 11 OF 11



TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
Aø CT	1	RED	7	WHITE
Bø CT	2	BLACK	8	WHITE
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Aø PT	4	RED/ WHITE TRACER	16	WHITE/ORANGE TRACER
Bø PT	5	BLACK/WHITE TRACER	15	WHITE/ORANGE TRACER
Cø PT	6	BLUE/ WHITE TRACER	16	WHITE/ORANGE TRACER

FIGURE-6

3-PHASE, 4-WIRE, 6-TRANSFORMER CLUSTER

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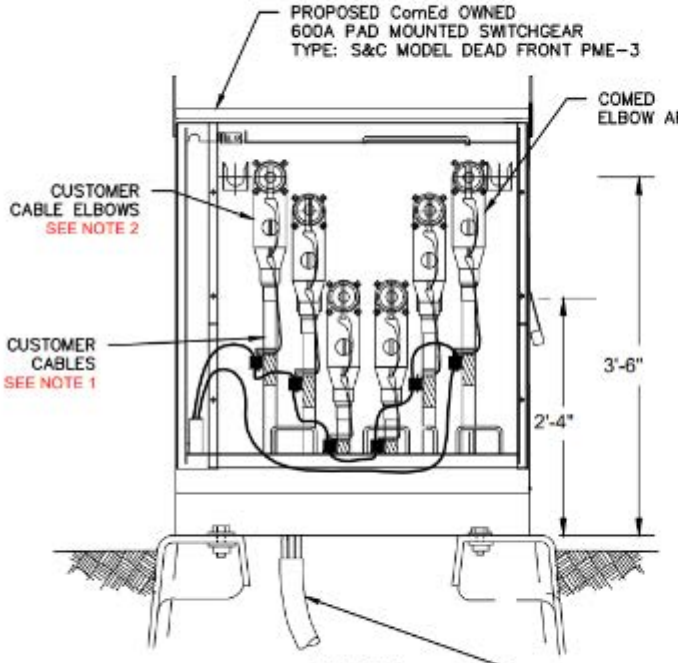
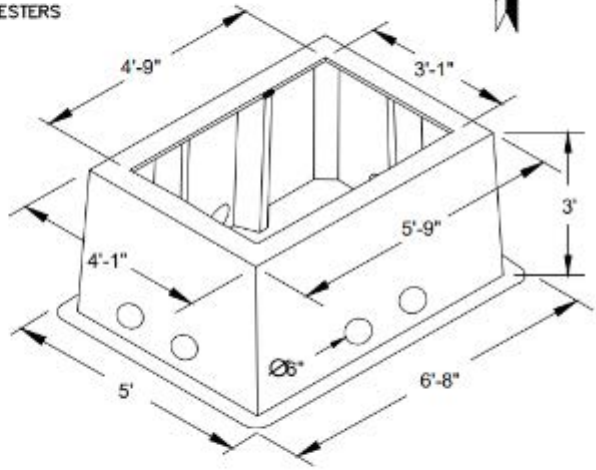
N DOCUMENT
52) ON C1723
NG, IL 60090



DETAIL 1
POINT OF INTERCONNECTION
(REAR VIEW - LOOKING EAST)



DETAIL 2
FOUNDATION DIMENSIONS
PRIMARY METER & SWITCHGEAR

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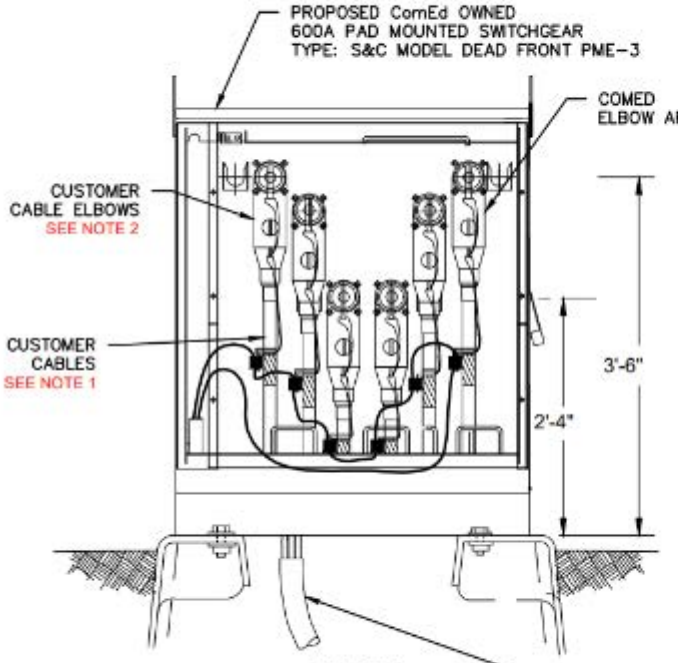
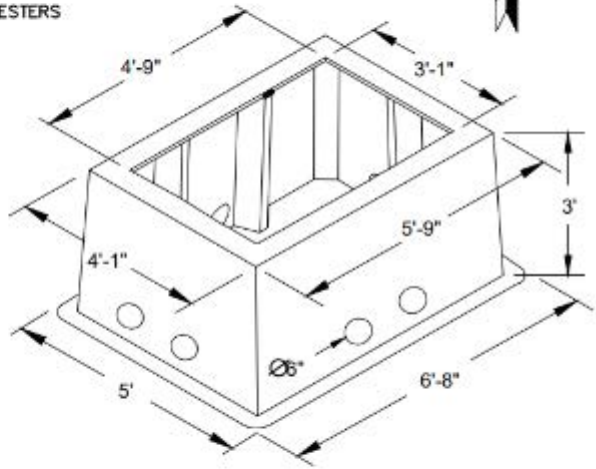
NG, IL 60090



DETAIL 1
POINT OF INTERCONNECTION
(REAR VIEW - LOOKING EAST)



DETAIL 2
FOUNDATION DIMENSIONS
PRIMARY METER & SWITCHGEAR

Eaton STS368ND3-1C00

Catalog Number: STS368ND3-1C00

Eaton shunt trip safety switch, with AFGF relay, 1200 A, Three-pole, 600 Vac, 250 Vdc, 120 Vac, NEMA 12, NEMA 3R, Fusible, 600 V

General specifications

Product Name	**Catalog Number**
Eaton shunt trip safety switch	STS368ND3-1C00
UPC	**Product Length/Depth**
786689369712	23.15 in
Product Height	**Product Width**
72.5 in	47.23 in
Product Weight	**Certifications**
405 lb	UL Listed cUL Certified

Powering Business Worldwide

Physical Attributes

Enclosure

NEMA 12, NEMA 3R

Number Of Poles

Three-pole

Type

Shunt trip safety switch w/ AFGF relay

Performance Ratings

Amperage Rating

1200A

Coil voltage

120 Vac

Protection

Fusible

Voltage rating

600 Vac, 250 Vdc

Resources

Multimedia

Double Up on Safety

ARMS Enclosed Circuit Breaker

Switching Devices Flex Center

Specifications and datasheets

Eaton Specification Sheet - STS368ND3-1C00

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Eaton House
30 Pembroke Road
Dublin 4, Ireland
Eaton.com

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Eaton.com/socialmedia

INVERTER

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible

For North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

12-20 YEAR WARRANTY

Made in the USA from imported parts

SOLAREDGE'S USA-MANUFACTURED OFFERING FOR C&I ROOFTOPS AND CARPORTS

- Eligible for domestic content*: SolarEdge USA-manufactured inverters, when paired with certain SolarEdge USA-manufactured power optimizers, are intended to be eligible for the enhanced federal income tax credit for domestic content
- Pre-commissioning feature for automated validation of system components and wiring during the site installation process and prior to grid connection
- Easy two-person installation with lightweight, modular design (each inverter consists of two or three Synergy units and one Synergy Manager)
- Independent operation of each Synergy unit enables higher uptime and easy serviceability
- Built-in thermal sensors detect faulty wiring, ensuring enhanced protection and safety
- Built-in arc fault protection and rapid shutdown
- Built-in PID mitigation for maximized system performance
- Monitored** and field-replaceable surge protection devices, to better withstand surges caused by lightning or other events
- Built-in module-level monitoring with Ethernet or cellular communication for full system visibility

* For more details, see Eligibility for Domestic Content on the last page.

** Applicable only for DC and AC SPDs.

/ Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers	SE-DBL-USxxIBNxx	SE-TRI-USxxIBNxx				
Model Number	SE80KUS	SE50KUS	SE100KUS	SE110KUS	SE120KUS	UNITS
OUTPUT						
Total Rated AC Output Capacity	80,000	120,000				W
Rated AC Active Output Power	80,000	50,000	100,000	110,000	120,000	W
Maximum AC Apparent Output Power	80,000	50,000	100,000	120,000	120,000	VA
AC Output Line Connections	3W + PE, 4W + PE					
Supported Grids	WYE: TN-C; TN-S; TN-C-S; TT, IT; Delta: IT					
AC Output Voltage Minimum-Nominal-Maximum[1] (L-N)	244 – 277 – 305	105 – 120 – 132.5	244 – 277 – 305			Vac
AC Output Voltage Minimum-Nominal-Maximum[1] (L-L)	422.5 – 480 – 529	183 – 208 – 229	422.5 – 480 – 529			Vac
AC Frequency Minimum-Nominal-Maximum[1]	59.5 – 60 – 60.5					Hz
Maximum Continuous Output Current (per phase, PF=1)	96.5	139.5	120	144.3		Aac
GFDI Threshold	1					A
Utility Monitoring, Islanding Protection, Configurable Power Factor, Country Configurable Thresholds	Yes					
Total Harmonic Distortion	≤ 3					%
Power Factor Range	±0.85 to 1					
INPUT[2]						
Maximum DC Power (Module STC) Inverter / Synergy Unit	140,000 / 70,000	87,500 / 29,165	175,000 / 58,300	210,000 / 70,000		W
Transformer-less, Ungrounded	Yes					
Maximum Input Voltage DC+ to DC-	1000	600	1000			Vdc
Operating Voltage Range	850 – 1000	370 – 600	850 – 1000			Vdc
Maximum Input Current	2 x 48.25	3 x 46.5	3 x 40	3 x 48.25		Adc
Reverse-Polarity Protection	Yes					
Ground-Fault Isolation Detection	167kΩ sensitivity per Synergy Unit[3]					
CEC Weighted Efficiency	98.5	97	98.5			%
Nighttime Power Consumption	< 8	< 12				W
ADDITIONAL FEATURES						
Supported Communication Interfaces[4]	2 x RS485; Ethernet; Wi-Fi (optional); Cellular (optional)					
Smart Energy Management	Export Limitation					
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection					
Arc Fault Protection	Built-in, user configurable (according to UL 1699B)					
Photovoltaic Rapid Shutdown System	NEC 2014 – 2023, built-in, if paired with C651U					
PID Rectifier	Nighttime, built-in					
RS485 Surge Protection (ports 1+2)	Type II, field replaceable, integrated					
AC, DC Surge Protection	Type II, field replaceable, integrated					
DC SAFETY SWITCH						
DC Disconnect	Built-in					
STANDARD COMPLIANCE						
Safety	UL 1699B; UL 1741; UL 1741 SA; UL 1741 SB; UL 1998; CSA C22.2#107.1; Canadian AFCI according to T.I.L. M-07					
Grid Connection Standards	IEEE 1547-2018, Rule 21, Rule 14 (HI)					
Emissions	FCC Part 15 Class A					

(1) For other regional settings please contact SolarEdge support.
(2) For compatibility of inverters and power optimizers, see this technical note.
(3) Where permitted by local regulations.
(4) For specifications of the optional communication options, visit the Communication product page or the Knowledge Center to download the relevant product datasheet.

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers		SE-DBL-USxxIBNxx	SE-TRI-USxxIBNxx				
Model Number		SE80KUS	SE50KUS	SE100KUS	SE110KUS	SE120KUS	UNITS
INSTALLATION SPECIFICATIONS							
Number of Synergy Units per Inverter		2	3				
AC Maximum Conduit Size		2 ½"					in
AC Maximum Conductor Size Line / PE		4/0 AWG / 1/0 AWG					
DC Maximum Conduit Size		1 x 3"; 2 x 2"					in
Inverter Unit / Synergy Manager	Multi-input (fuse-less)[5] (SE-xxx-USxxIxxSx)	6 / 3 pairs; 6 – 12 AWG	9 / 3 pairs; 6 – 12 AWG				
	Combined input (fuse-less) (SE-xxx-USxxIxxWx)	N/A	3 pairs / 1 pair, 2 – 4 AWG; copper or aluminum				
Dimensions (H x W x D)		Synergy Unit: 22 x 12.9 x 10.75 / 558 x 328 x 273 Synergy Manager: 14.17 x 22.4 x 11.6 / 360 x 560 x 295					in / mm
Weight		Synergy Unit: 70.4 / 32 Synergy Manager: 39.6 / 18					lb / kg
Operating Temperature Range		-40 to +140 / -40 to +60[6]					°F / °C
Cooling		Fan (user replaceable)					
Noise		< 67					dBA
Protection Rating		NEMA 3R					
Mounting		Brackets provided					

(5) Fusing is not included with the multi-input version of the Synergy Manager.
(6) For power derating information, see the Temperature Derating technical note for North America.

*Eligibility for Domestic Content

As it relates to the domestic content rules, the U.S. Department of Treasury and the IRS have not yet issued proposed or final regulations. Rather, the IRS has issued three notices - Notice 2023-38, Notice 2024-41 and Notice 2025-08. These notices provide guidance regarding the domestic content rules. SolarEdge products referenced herein are manufactured with the intent to be eligible for inclusion under the elective safe harbor table in calculating the Domestic Cost Percentage under the "Rooftop (MLPE)" category (under IRS Notices 2024-41 and 2025-08, depending on the PN used – see chart below). Eligibility is subject to the installation of qualified USA-Manufactured inverters and Power Optimizers (C651U) in the same project. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% Domestic Content bonus, to determine how the applicable rules apply to your project. The forward-looking statements in this document are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

PN	Domestically produced MPCs per notice 2024-41*	Domestically produced MPCs per notice 2025-08*
USESUK-USR0INNN**6**, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN**8**, when paired with C651U	Printed Circuit Board Assemblies, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)

SolarEdge is a global leader in smart energy technology. By leveraging world-class engineering capabilities and with a relentless focus on innovation, SolarEdge creates smart energy solutions that power our lives and drive future progress.

SolarEdge developed an intelligent inverter solution that changed the way power is harvested and managed in photovoltaic (PV) systems. The SolarEdge DC optimized inverter maximizes power generation while lowering the cost of energy produced by the PV system.

Continuing to advance smart energy, SolarEdge addresses a broad range of energy market segments through its PV, storage, EV charging, UPS, and grid services solutions.

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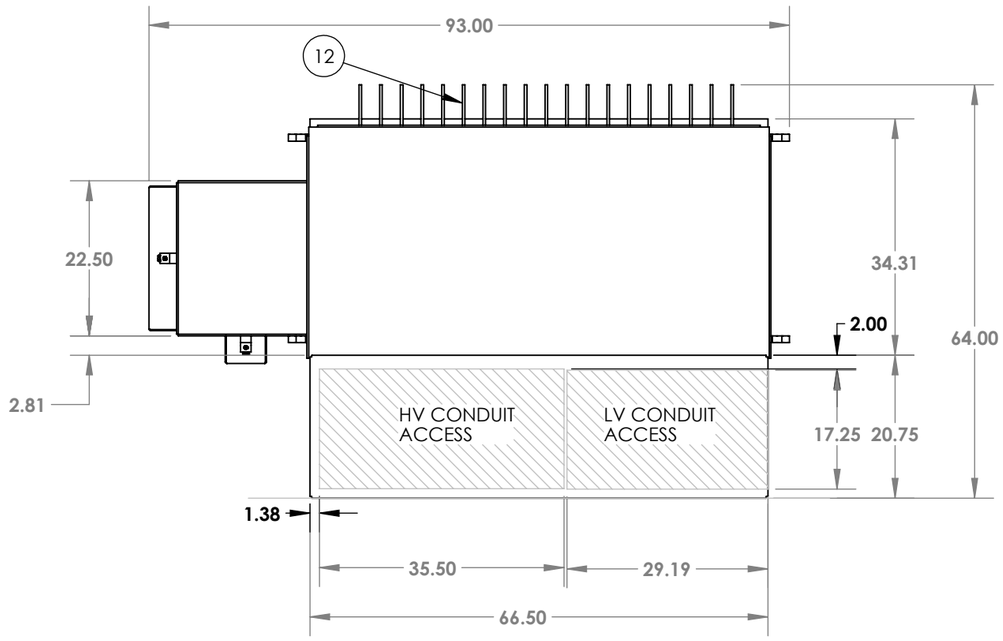
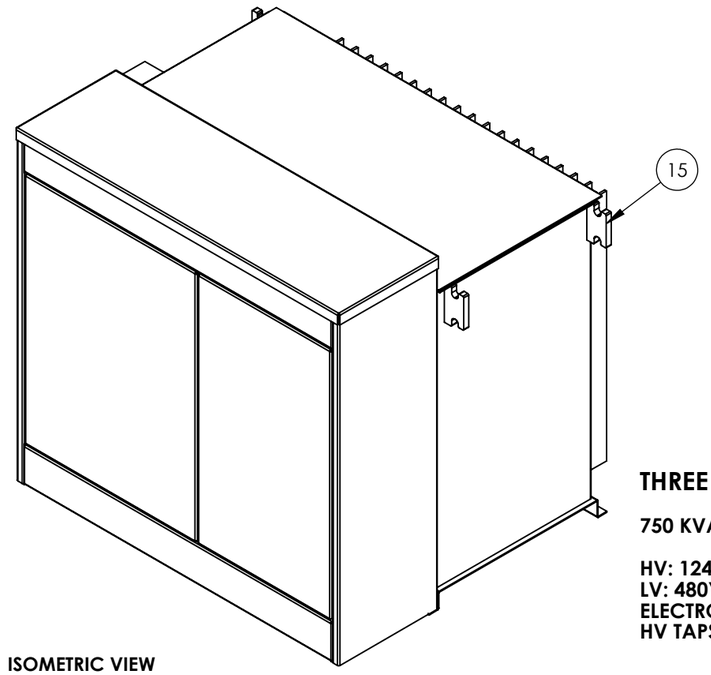
Cautionary Note Regarding Market Data and Industry Forecasts: This brochure may contain market data and industry forecasts from certain third-party sources. This information is based on industry surveys and the preparer's expertise in the industry and there can be no assurance that any such market data is accurate or that any such industry forecasts will be achieved. Although we have not independently verified the accuracy of such market data and industry forecasts, we believe that the market data is reliable and that the industry forecasts are reasonable.

CE

solaredge



TOP VIEW



ISOMETRIC VIEW

ITEM NO.	PART NUMBER
1	TAP CHANGER (DE-ENERGIZED OPERATION)
2	2 POSITION BOX ASSEMBLY
3	WELLS &15 KV INSERTS
4	10KV ELBOW ARRESTER
5	PARKING STANDS
6	LV BUSHING - 6 HOLE
7	LIQUID LEVEL GAUGE W/ CONTACT
8	THERMOMETER W/ CONTACT
9	PRESSURE VACUUM GAUGE W/ CONTACT
10	TERMINAL BLOCK (MCMASTER-CARR: 7527K53)
11	BAYONET W/ CURENT LIMITING
12	RADIATORS
13	DRAIN & SAMPLE VALVE
14	GROUND PAD
15	LIFT LUG

THREE PHASE PADMOUNT TRANSFORMER

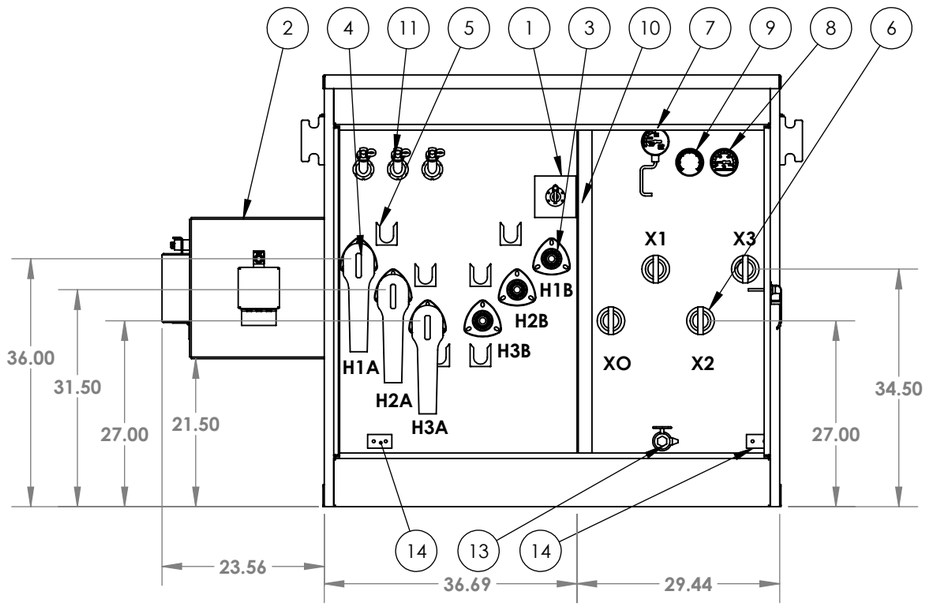
750 KVA AT 65 DEGREES C RISE KNAN

HV: 12470 DELTA BIL: 95KV
LV: 480Y/277 BIL: 30KV
ELECTRO STATIC SHIELD
HV TAPS: -/+ 5%

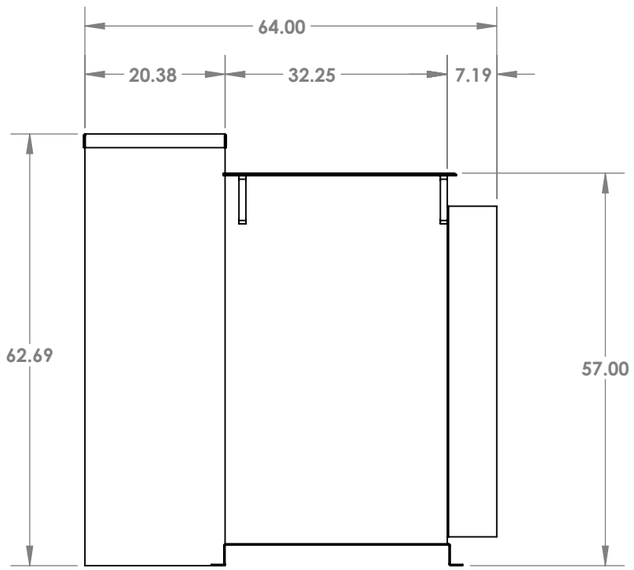
APPROXIMATE WEIGHTS & GALLONS

MAIN OIL GALS:	377 GAL. - FR3
CORE & COILS:	3,651 LBS.
TANK & FITTINGS:	1,921 LBS.
MAIN OIL WT:	2,828 LBS.
TOTAL WT:	8,400 LBS.

*****WEIGHTS AND GALLONS ARE NOT FINAL UNTIL AFTER DESIGN*****



FRONT VIEW



RIGHT VIEW

Drawing For Approval

	BY	DATE
___ APPROVED FOR FABRICATION		
___ APPROVED FOR FABRICATION AS NOTED		
___ RESUBMIT AS NOTED		

Transformer will not be realeased to scheduling until drawing is approved

NOTE: ALL DIMENSIONS & WEIGHTS ARE APPROXIMATE. THE NUMBER AND PRECISE LOCATIONS OF GAUGES, VALVES, PRESSURE RELIEF'S, BUSHINGS, AND OTHER COMPONENTS IS SUBJECT TO CHANGE BEFORE UNIT IS COMPLETE.

TITLE: THREE PHASE PADMOUNT		CUSTOMER: SOLAR LANDSCAPE, LLC			REVISION:
IC #: 122014748		WORK ORDER #: 445149		SALES ORDER #: 339918	
DRAWN BY: MC	DATE: 03/26/25	CHECKED BY:	DATE:	DRAWNING TYPE: APPROVAL	

PROPRIETARY AND CONFIDENTIAL

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UNLESS OTHERWISE SPECIFIED DIMENSION ARE IN INCHES

SUNBELT SOLOMON

SHEET 1 OF 1

MEMORANDUM

DATE: April 22, 2026
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PV25-0014, Request for a Variation to Reduce the Minimum Sideyard Setback from 25 Feet to 8.4 Feet for Construction of Ground-Mounted Equipment Associated with a Proposed Rooftop Solar Collection System for Cubsemart, L.P. (1042 S. Milwaukee Avenue). **PUBLIC HEARING**
RECOMMENDED ACTION: **Recommend approval of Docket No. PV26-0014** granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required front yard setback from 25 feet to 8.4 feet for installation of a 600 kW rooftop solar collection system and associated ground-mounted equipment for Cubesmart, L.P., located at 1042 S. Milwaukee Avenue, in accordance with the Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025; Plan Set prepared by Atwell, last revised 3/4/2026; Equipment Specification Sheets; and subject to the following conditions:

1. Approval of the variance is contingent upon approval of PSPMIN26-0005 (minor site plan and building appearance approval).

EXECUTIVE SUMMARY

Docket No. PV25-0014: Solar Landscape LLC (604 Bangs Avenue ,Suite 301, Asbury Park, NJ 07712), on behalf of Cubesmart, L.P., property owner, is seeking a variation to permit a decrease in the minimum required front yard setback from 25 feet to 8.4 feet for ground-mounted equipment associated with a proposed rooftop solar collection system for the property located at 1042 S. Milwaukee Avenue, as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections.

GENERAL PROPERTY INFORMATION
Petitioner: Solar Landscape LLC (604 Bangs Avenue ,Suite 301, Asbury Park, NJ 07712), on behalf of Cubesmart, L.P., property owner

Location: 1042 S. Milwaukee Avenue

Property size: 2.83 acres / 76,011 sq. ft. (buildings)

Neighboring Property Land Use(s):
North: Commercial
West: Industrial
South: Industrial/Commercial
East: Open Space (across S. Milwaukee Avenue)

Existing Use of Property: Public Storage Facility (Cubesmart)

Existing Zoning: B-3 (General Commercial and Office) and I-3 (General Industrial)

Comprehensive Plan Designation: Industrial

Zoning History:

- Docket #SCBA 05-45, approved 9/22/2005, granting approval of a freestanding sign.
- Ordinance No. 4538, approved 7/12/2010, granting a variation to permit a sign to exceed 100 sq. ft. due to the addition of an electronic message center (Docket #2010-15).
- Docket #SCBA 11-59, approved 11/17/2011, granting approval for a freestanding sign and awning sign.
- Docket #SCBA 17-20, approved 4/4/2017, granting an administrative approval of a freestanding sign face change.

SUMMARY OF REQUEST

The petitioner is requesting a variation to permit a decrease in the minimum required front yard setback from 25 feet to 8.4 feet for the property located at 1042 S. Milwaukee Avenue feet associated with the installation of a proposed 600 kW rooftop solar collection system and related ground-mounted equipment on the existing Cubesmart self-storage buildings.

In addition, the petitioner is seeking Minor Site Plan and Appearance approval for proposed rooftop solar collection system and associated ground-mounted equipment (Docket No. PSPMIN26-0005).

VARIATION

A variation is to grant relief from the literal requirements of the zoning ordinance when unique circumstances, applicable to the property, deprive it from enjoying privileges commonly enjoyed by other properties in the same zoning district. After review of the Standards summarized in this staff report, the Commission must find beyond a reasonable doubt that all of the standards are met.

As detailed in Docket No. PSPMIN26-0005, the petitioner is proposing to install a rooftop solar collection system on the existing self-storage buildings at the Cubesmart facility. Included with the solar collection system is associated ground-mounted equipment to be located within the front yard and setback along Milwaukee Avenue. Since all the ground-mounted equipment will be located within the required front building setback, the petitioner is requesting a variation to permit a decrease in the minimum required front yard setback from 25 feet to 8.4 feet.

Although the solar panels will be installed on the rooftops of the existing self-storage buildings, the associated ground-mounted equipment will be installed within the front yard (setback) along Milwaukee Avenue thus placing all impacts of this request within the public view. As such, staff is not supportive of this request given all mechanical equipment should not be encouraged to be located in front yards and the associated visual impacts.

Standards for Variation: Following are the petitioner's responses to the standards for variation for the variance request.

1. **State how the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.**

   Petitioner: The subject parcel is already fully developed with a Cubesmart storage facility. The proposed roof top solar project does not involve the removal or demolition of any of the existing improvements. The proposed roof top solar project utilizes the roof tops of the existing structures. In addition to the roof top solar panels, the Project requires ground level interconnection facilities such as transformers and electrical poles. These interconnection facilities must be located in an area approved by Commonwealth Edison. Accordingly, the location of these above-ground interconnection facilities is restricted by the existing improvements on the subject parcel and Commonwealth Edison's requirements. The only feasible location for the project interconnection facilities is within the setback area. Without the reduced front yard setback variation the roof top solar project cannot be installed.

   Staff: The subject property does not exhibit unique physical surroundings, shape, or topographical conditions that create a practical difficulty in complying with the applicable zoning regulations. Based on the existing development of the self-storage facility demonstrates a lack of unique physical constraints that prevent the subject site from being developed and used to the strict letter of the code regulations. The optional desire to install a solar energy system by the petitioner presents a mere inconvenience.

2. **Indicate how the hardship is due to unique circumstances that do not generally apply to the other properties or uses.**

   Petitioner: This hardship is unique because roof top solar projects seek to provide a beneficial additional use utilizing existing structures on developed parcels. When the Cubesmart facility was developed, it was not contemplated that years later the facility would be suitable for a roof top solar project which will utilize the otherwise unused space of the facility roof to provide clean renewable energy to the grid. Additionally, unlike other improvements, the interconnection facilities are subject to and must be approved by Commonwealth Edison.

Accordingly, these circumstances are unique and different from other types of constructions and uses.

Staff: The hardship is not due to unique physical characteristics of the subject property, but rather the petitioner's desire to retrofit the site with rooftop solar infrastructure and associated interconnection equipment. While utility requirements may influence design, such conditions are not uncommon and do not constitute a unique circumstance that distinguishes the property from others.

3. **Describe how the alleged difficulty or hardship has not been created by any person presently having an interest in the property.**

Petitioner: The hardship in complying with the setback requirements for the electrical interconnection equipment arises from the unique situation of seeking to utilize an already developed parcel and meeting the interconnection requirements of Commonwealth Edison. When the Cubesmart facility was developed, it was not contemplated that roof top solar energy project would be built and therefore no effort was made to accommodate it in the facility design. Neither the applicant nor the property owner created this situation.

Staff: The hardship is self-imposed. The subject property was developed in compliance with prior zoning regulations, and the current request arises from the petitioner's decision to introduce a new use and associated infrastructure that was not previously contemplated.

4. **State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.**

Petitioner: The property in question here is the large and un-utilized roof top space on the storage facility buildings. This unused space (here and at other commercial and industrial locations throughout the Chicago area) present an opportunity to use this space to produce clean renewable energy. This energy production is able to be done with relatively minor additions to the current facility, placing solar panels on the roof and the installation of the electrical interconnection infrastructure. As stated above, without the variance the interconnection facilities cannot be installed on the subject parcel and therefore the roof top solar project cannot be developed. If the variance is not granted, the opportunity for this beneficial clean energy use is lost.

Staff: The subject property can continue to yield a reasonable return under the existing zoning regulations as a storage facility. The inability to implement the proposed rooftop solar installation does not prevent the property from functioning as intended or generating economic return.

5. **State how the granting of the variation will not alter the essential character of the locality.**

Petitioner: Solar panels on commercial roof tops will have no impact upon surrounding properties in this area, and such installations are commonplace on residential, commercial and industrial properties. The variance concerns electrical interconnection facilities which consist of ground level electrical equipment and electrical poles. These types of facilities are located everywhere in the Chicago metropolitan area and are generally unnoticed by the general public. In the Village's commercial district, and with the proposed fencing, the granting of this variance should not cause any impact upon surrounding property.

Staff: The proposed variation may alter the character of the locality due to the introduction of additional ground-mounted utility equipment within the front yard setback area. While utility infrastructure exists within the zoning district, the placement and visibility of the proposed equipment would not be consistent with the established development pattern.

6. **Describe how the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.**

Petitioner: The installation of the roof top solar panels only require an increase of height several inches above the current roof top and will therefore not impair supply of light and air to adjacent property. Community roof top solar projects requires only periodic maintenance and therefore will not create any noticeable traffic in the public streets. Roof top solar projects have been safely and successfully installed at residential, commercial and industrial buildings for decades and do not pose unreasonable risk of fire or endanger the public safety. Roof top solar projects are located throughout the United States and do not impair property values, create traffic, noise, odor, light or smoke. Emergency access to the site is not affected by the proposed improvements.

Staff: The proposed variation has the potential to impact adjacent properties and the public due to the placement of utility equipment and associated infrastructure within the street frontage.

STAFF REVIEW
Fire Department Review: No comments related to the Variation.

Engineering Division Review: No comments related to the Variation.

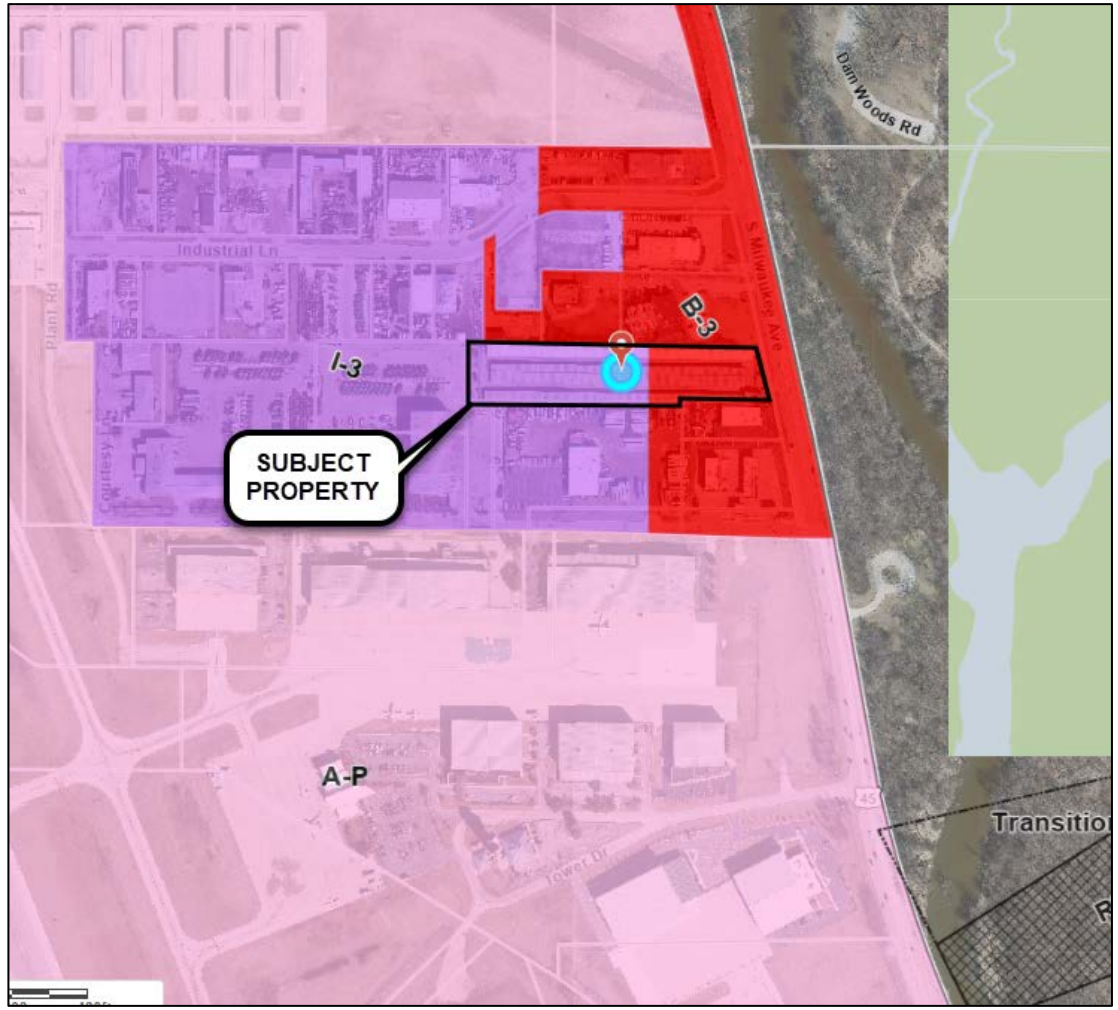
Staff Recommended Action: Staff does not recommend approval of the variation request.

****
If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of a variation, the appropriate motion would be to:

Recommend approval of Docket No. PV26-0014granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required front yard setback from 25 feet to 8.4 feet for installation of a 600 kW rooftop solar collection system and associated ground-mounted equipment for Cubesmart, L.P., located at 1042 S. Milwaukee Avenue, in accordance with the Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025; Plan Set prepared by Atwell, last revised 3/4/2026; Equipment Specification Sheets; and subject to the following conditions:

1. Approval of the variance is contingent upon approval of PSPMIN26-0005 (minor site plan and building appearance approval).

LOCATION MAP



ZONING MAP

Photo of Project Area Facing North

FINDINGS OF FACT
AND RECOMMENDATION

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: April 22, 2026

Re: Docket No. PV25-0015
Request for a Variation to Reduce the Minimum Required Side Yard Setback on the North Property Line From 15 Feet to 0.5 Feet
Cubesmart, L.P.
1004 S. Milwaukee Avenue

Docket No. PV26-0008
Request for a Variation to Reduce the Minimum Required Front Setback Along Milwaukee Avenue From 25 Feet to 4.7 Feet
Cubesmart, L.P.
1004 S. Milwaukee Avenue

Docket No. PV25-0014
Request for a Variation to Reduce the Minimum Required Front Yard Setback Along Milwaukee Avenue From 25 Feet to 8.4 Feet
Cubesmart, L.P.
1042 S. Milwaukee Avenue

Chairman Johnson called Docket No's. PV25-0015, PV26-0008 and PV25-0014 on April 22, 2026. Present were Commissioners Riles, Hyken, Johnson, Sprague, Myer, and Smart. Commissioner Karl was absent with prior notice. Also present were Village Planner Marcy Knysz, Village Attorney Mallory Milluzzi, and Village Engineer Kyle Goetzelmann.

Secretary Sprague reported that the applicant was seeking a variation to reduce the minimum required side-yard setback along the north property line from 15 feet to 0.5 feet. A variance was also sought to reduce the front-yard setback from 25 feet to 4.7 feet for the installation of a 40-foot-tall utility pole. The zoning variation requirements were reviewed.

Ms. Knysz explained that there were two different Cubesmart projects. One of the projects was up north at 1004 S. Milwaukee Avenue. Both projects involved installing solar panels on the buildings and the associated ground equipment. At the north location, there were two ground-equipment locations. Staff recommended approval for the ground equipment on the north setback, but not for the equipment on the front yard setback. The existing conditions were presented, and the equipment and the pole in the front yard were highlighted.

The 1042 S. Milwaukee project had one utility pole outside the property. Staff did not recommend approval of the front-yard setback, and there was a comment regarding the utility pole.

Ms. Knysz read the proposed conditions for Docket No. PV25-0015:

1. Approval of the variance is contingent upon approval of Docket No. PSPMIN26-0004

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(minor site plan and building appearance approval) and Docket No. PV26-0008 (variation to permit a decrease in the minimum required front yard setback along Milwaukee Avenue).

The petitioners stepped to the podium and were sworn in. Nick Standiford, attorney with Schain, Bank; Michael Keith, civil engineer with Atwell, Vincent Busano, project manager with Solar Landscape; Emily McCue, pre-construction manager with Solar Landscape; and Mary Marshall, senior manager of preconstruction, were all sworn in.

Mr. Standiford mentioned that he and Mr. Keith had experience with community solar projects and were excited to work with Solar Landscape as a client with nearby projects. He discussed that the projects were slightly different from their normal community solar projects, which were on the ground and smaller. Many people had asked for more projects on the roofs so that they would not be in the yard. Mr. Standiford explained that the side yard setback for the 1004 project was for the equipment, and the front yard setback involved relocating the pole. For the 1042 project, there was equipment in the front yard. He explained that the equipment could not be placed anywhere else since the properties were already fully developed and constrained the site.

Ms. McCue provided a background on the Solar Landscape company, noting that they developed, installed, and operated solar projects. The project and construction managers for the projects were all local. She explained the process of community solar, which involves Solar Landscape building projects on commercial rooftops to generate energy, with the energy fed back into the utility grid, and subscribers then receive a credit for the generated electricity. The projects had to be accepted by the Illinois Shines program, and both had been. The benefits included a guaranteed discount on the cost of solar credits applied to the utility bill, grid strengthening, renewable energy that reduces carbon emissions, and rooftop buildings that would otherwise go unused. Both projects were on Cubesmart buildings in the B-3 zone, and they had both passed the structural assessment. There was a written FAA determination of No Hazard, and the conditions could be satisfied. 1004 S. Milwaukee would generate enough energy to power 84 homes, and 1042 S. Milwaukee would generate enough energy to power 129 homes.

Ms. McCue presented the site plans for each property. She noted the need for the setbacks. For 1004 S. Milwaukee Avenue, the existing pole would be removed and replaced with another pole a couple feet away. The current conditions of the area would not be impacted. For 1042 S. Milwaukee Avenue, the equipment was in the front yard because it was the only available location. A landscape plan was submitted to help improve the site. Pictures of equipment examples were provided.

Mr. Keith reiterated that all panels would be on the rooftop, with no overhangs. The only items on the ground were the equipment, including the LVAC disconnect switch, the solar AC panelboard, the 40-foot-tall customer-owned pole, the 40-foot-tall ComEd pole, the 40-foot-tall utility disconnect pole, the 40-foot utility metering pole, and the overhead cable. For 1042 S. Milwaukee Ave, the control panels and disconnect would be mounted to the building. All of the equipment was out of the right-of-way. The landscaping would consist predominantly of evergreen trees and shrubs for year-round coverage.

Ms. Marshall noted that a letter from the engineer of record was included in the materials handed out to the Plan Commission and provided more detail on all of the equipment, reviewed the ComEd requirements for clearance and accessibility, and provided detailed information from the National Electrical Code and safety requirements.

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He discussed the benefits the projects offered. He noted that the buildings were already constructed in the setbacks, so their additions would not change the buildings' appearance.

The Commissioners asked questions about the 1004 S. Milwaukee Ave building.

Commissioner Myer stated that she appreciated the energy that would be provided to the grid and asked for more clarity on why there was only one location for the utility pole within the front-yard setback area. It was explained that they did not want to cross onto someone else's property when running wires. It also remained in line with the existing utility line and infrastructure. Commissioner Myer asked if it could be shifted back from the street. It was stated that it had to be within the infrastructure and could not be moved.

Commissioner Sprague had no questions.

Commissioner Hyken asked why the pole had to be moved. It was explained that it was to avoid easement concerns. The existing pole necessitated running wires across the neighbor's property, which would require an assessment. They already had rights to the lines within the Cubesmart property.

Commissioner Smart had no questions but noted the same concerns about the poles in the front yard.

Commissioner Riles thanked the applicants for their presentation. He stated that he understood the reasoning for the requested variations.

Chairman Johnson asked why some of the equipment could not go underground. It was explained that each pole had equipment that had to be pole-mounted due to the electrical code. The equipment could not be fully underground due to safety and access concerns.

Commissioner Sprague asked if the one pole being moved could be underground. It was explained that it was not possible to keep it entirely underground since it would have to rise to meet the existing lines. It was discussed that they tried to go underground as much as possible, but ComEd's standards did not allow a lot of the equipment to be underground.

The Commissioners had no further questions.

MOTION: Commissioner Myer moved, seconded by Commissioner Sprague to approve Docket No. PV25-0015 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required side yard setback from 15 feet to 0.5 feet for installation of a 600 kW rooftop solar collection system and associated ground-mounted equipment for Cubesmart, L.P., located at 1004 S. Milwaukee Avenue, in accordance with the Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025; Plan Set prepared by Atwell, last revised 3/27/2026; and Equipment Specifications; and subject to the following conditions:

1. Approval of the variance is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV26-0008 (variation to permit a decrease in the minimum required front yard setback along Milwaukee Avenue).

On the roll call, the vote was as follows:

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AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

Ms. Knysz read the proposed conditions for Docket No. PV26-0008:

1. Approval of the variation is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV25-0015 (variation to permit a decrease in the minimum required side yard setback on the north property line).

MOTION: Commissioner Myer moved, seconded by Commissioner Sprague, to approve Docket No. PV26-0008 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required front yard setback along Milwaukee Avenue from 25 feet to 4.7 feet for installation of a 40 foot tall utility pole associated with a 600 kW roof top solar collection system for Cubesmart, L.P., located at 1004 S. Milwaukee Avenue, in accordance with the Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025; Plan Set prepared by Atwell, last revised 3/27/2026; and Equipment Specifications; and subject to the following conditions:

1. Approval of the variation is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV25-0015 (variation to permit a decrease in the minimum required side yard setback on the north property line).

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart, to approve closing Docket No's. PV25-0015 and PV26-0008.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

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Secretary Sprague read the requested variations and reviewed the zoning requirements for Docket No. PV25-0014.

Ms. Knysz read the proposed conditions for Docket No. PV25-0014:

1. Approval of the variance is contingent upon approval of PSPMIN26-0005 (minor site plan and building appearance approval).

Commissioner Sprague commented that ComEd would be moving the transformers to the next pole. He asked whether the transformer for Cubesmart could be moved there as well, so the existing pole could be used for the down feed instead of adding a third pole. The petitioners noted that they could ask about it.

The Commissioners had no further questions.

MOTION: Commissioner Myer moved, seconded by Commissioner Riles, to approve Docket No. PV26-0014 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required front yard setback from 25 feet to 8.4 feet for installation of a 600 kW rooftop solar collection system and associated ground-mounted equipment for Cubesmart, L.P., located at 1042 S. Milwaukee Avenue, in accordance with the Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025; Plan Set prepared by Atwell, last revised 3/4/2026; Equipment Specification Sheets; and subject to the following conditions:

1. Approval of the variance is contingent upon approval of PSPMIN26-0005 (minor site plan and building appearance approval).

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

MOTION: Commissioner Smart moved, seconded by Commissioner Myer, to approve closing Docket No. PV25-0014.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

Ms. Knysz reported that the Village Board meeting was scheduled for May 4.

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Docket No. PV25-0014
NOTICE OF PUBLIC HEARING
Notice is hereby given that the Plan Commission of the Village of Wheeling will hold a public hearing on April 22, 2026 at 6:30 p.m. in the Board Room of the Wheeling Village Hall located at 2 Community Boulevard, Wheeling, Illinois, to act on a petition submitted by Solar Landscape LLC (604 Bangs Avenue ,Suite 301, Asbury Park, NJ 07712), on behalf of Cubesmart, L.P., property owner, seeking a variation to permit a decrease in the minimum front yard setback from 25 feet to 8.4 feet for ground-mounted equipment associated with a proposed rooftop solar collection system for the property located at 1042 S. Milwaukee Avenue, zoned B-3 (General Commercial and Office) and I-3 (General Industrial), as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 (B-3 General Commercial and Office District) and associated sections.
All interested persons are invited to attend and be heard.
Docket No. PV25-0014
To be published in the Wheeling Herald on Tuesday, April 7, 2026
Published in Daily Herald April 7, 2026 (327138)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 04/07/2026 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY _____
Designee of the Publisher of the Daily Herald

Control # 327138

PADDOCK PUBLICATIONS, INC. Corporate SEAL ILLINOIS

MEMORANDUM

DATE:	May 4, 2026
FROM:	Ross Klicker, Community Development Director
SUBJECT:	Ordinance Granting a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Front Yard Setback, 1004 S. Milwaukee Avenue [Docket No. PV26-0008]
DOLLAR AMOUNT:	N/A
BUDGETED:	No
BUDGET SOURCE:	N/A
RECOMMENDED ACTION:	Approve
STRATEGIC PLAN THEME:	Economic Development

EXECUTIVE SUMMARY

Cubesmart seeks a variation to reduce the minimum required front-yard setback along Milwaukee Avenue from 25 feet to 4.7 feet for the installation of a 40-foot-tall private utility pole associated with a proposed 600-kilowatt rooftop solar collection system at Cubesmart self-storage, 1004 South Milwaukee Avenue. At the April 22, 2026 hearing, the Plan Commission recommended approval of the variation request. The petitioner is also seeking a variation to permit a decrease in the minimum required side-yard setback along the north property line (Docket No. PV25-0015); that request immediately follows this on the May 4 regular meeting agenda. The petitioner received minor site plan and appearance approval for the installation of ground-mounted equipment and rooftop solar collection system area at the April 22nd Plan Commission meeting (Docket No. PSPMIN26-0004).

MEMO

The petitioner is requesting a variation to allow a reduction from the minimum required front-yard setback along Milwaukee Avenue from 25 feet to 4.7 feet for the installation of a 40-foot-tall private utility pole associated with a proposed 600-kilowatt rooftop solar collection system on the existing Cubesmart self-storage buildings.

Plan Commission Recommendation

At the April 22, 2026, Plan Commission hearing, Commissioner Myer moved, seconded by Commissioner Sprague, to recommend approval of Docket No. PV26-0008 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required front yard setback along Milwaukee Avenue from 25 feet to 4.7 feet for installation of a 40-foot-tall utility pole associated with a 600-kilowatt rooftop solar collection system for Cubesmart, L.P., located at 1004 S. Milwaukee Avenue, in accordance with the exhibits listed below and subject to the following condition:

1. Approval of the variation is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV25-0015 (variation to permit a decrease in the minimum required side yard setback on the north property line).

There being six affirmative votes, the motion was approved.

Community Development Director's Review and Recommendation

I concur with the Findings of Fact and Recommendations provided by the Plan Commission. An ordinance is attached for the Board's consideration to reflect the Commission's recommendation for the granting of a variation to reduce the minimum required front yard setback for the installation of a 40-foot-tall private utility pole for Cubesmart, L.P., located at 1004 S. Milwaukee Avenue, subject to conditions.

Attachments
Ordinance – Variation for Docket No. PV26-0008
Exhibits: Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025
Plan Set prepared by Atwell, last revised 3/27/2026
Equipment Specifications
PC Staff Report
Attachments to Staff Report (Staff)
Findings of Fact – Draft
Public Notice Certification

Docket No. PV26-0008

ORDINANCE NO. _____

ORDINANCE GRANTING A VARIATION FROM TITLE 19, ZONING, TO PERMIT A REDUCTION IN THE MINIMUM REQUIRED FRONT YARD SETBACK, 1004 S. MILWAUKEE AVENUE

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on April 22, 2026, duly noticed in the *Daily Herald* on April 7, 2026, to consider a request for a variation petition by Cubesmart, L.P. (hereinafter referred to as the "Petitioner") as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a reduction in the minimum required front yard setback along Milwaukee Avenue from 25 feet to 4.7 feet for the installation of a 40 foot tall private utility pole associated with a proposed 600-kilowatt rooftop solar collection system for the property located at 1004 S. Milwaukee Avenue (hereinafter referred to as "Subject Site"), in the B-3, General Commercial and Office zoning district; and

WHEREAS, this variance petition is associated with and contingent upon the approval of a petition for a variation to permit a reduction in the minimum required side yard setback along the north property line (Docket No. PV25-0015); and

WHEREAS, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending approval, by a vote of 6 ayes and 0 nays, with 1 absent; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request for a zoning variation;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- The hardship is due to unique circumstances that do not generally apply to the other properties or uses.
- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.
- The alleged difficulty or hardship has not been created by any person presently having an interest in the property.
- The granting of the variation will not alter the essential character of the locality.
- The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase congestion in the public streets, or increase the danger

of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Section B

A variation is hereby granted from Title 19, Zoning of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a reduction in the minimum required front yard setback along Milwaukee Avenue from 25 feet to 4.7 feet for the installation of a 40 foot tall utility pole associated with a proposed 600kW roof top solar collection system for the Subject Site, herein legally described:

PARCEL 1: THAT PART OF LOT 4 IN HENRY GRANDT AND OTHERS' SUBDIVISION (HEREINAFTER DESCRIBED), LYING NORTH OF A LINE 380 FEET SOUTH OF THE NORTH LINE OF SECTION 13 (ALSO BEING THE CENTER LINE OF HINTZ ROAD), AND EAST OF A LINE 216 FEET WEST OF THE WEST LINE OF LOT 5, EXTENDED, (EXCEPT THAT PART LYING EAST OF THE WEST LINE OF LOT 5, IN HENRY GRANDT AND OTHERS' SUBDIVSION AFORESAID, EXTENDED SOUTH, ALSO EXCEPTING THEREFROM THE SOUTH 14 FEET OF THE NORTH 44 FEET THEREOF CONDEMNED BY THE COUNTY OF COOK IN CASE NUMBER 86L51436), SAID LOT 4 BEING IN HENRY GRANDT AND OTHERS' SUBDIVISION OF THE PART OF THE SOUTH 1420.62 FEET OF SECTION 12, WEST OF THE CENTER OF MILWAUKEE AVENUE, AND A PART OF THE NORTH ½ OF SECTION 13, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINICIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION FILED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINIOS, JANUARY 29, 1923 AS DOCUMENT 172887, IN COOK COUNTY ILLINOIS.

PARCEL 2: THAT PART OF LOT 4 IN HENRY GRANDT AND OTHERS' SUBDIVISION (HEREINAFTER DESCRIBED), LYING NORTH OF A LINE 380 FEET SOUTH OF THE NORTH LINE OF SECTION 13 (ALSO BEING THE CENTER LINE OF HINTZ ROAD), AND EAST OF THE WEST LINE OF LOT 5 EXTENDED SOUTH, SAID LOT 4 BEING IN HENRY GRANDT AND OTHERS' SUBDIVISION OF THAT PART OF THE SOUTH 1420.62 FEET OF SECTION 12, WEST OF THE CENTER LINE OF MILWAUKEE AVENUE, AND A PART OF THE NORTH ½ OF SECTION 13, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION FILED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS JANUARY 29, 1923 AS DOCUMENT 172867, (EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4, SAID CORNER BEING ON THE CENTERLINE OF MILWAUKEE AVENUE; THENCE SOUTHEASTERLY 134.33 FEET ALONG SAID CENTERLINE AND THE EAST LINE OF SAID LOT 4 ON AN ASSUMED BEARING OF SOUTH 24 DEGREES 51 MINUTES 09 SECONDS EAST; THENCE CONTINUING SOUTHEASTERLY 169.92 FEET ALONG SAID CENTERLINE, BEING A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS 2,383.80 FETT. CENTRAL ANGLE 4 DEGREES 05 MINUTES 03 SECONDS TO A LINE 380 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTYER OF SECTION 13; THENCE NORTH 89 DEGREES 17 MINUTES 12 SECONDS WEST, 69.10 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 12 DEGREES 10 MINUTES 54 SECONDS WEST, 62.77 FEET; THENCE NORTH 23 DEGREES 36 MINUTES 24 SECONDS WEST, 166.66 FEET; THENCE NORTH 28 DEGREES 41 MINUTES 08 SECONDS WEST, 50.86 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE NORTH 69 DEGREES 41 MINUTES 26 SECONDS EAST, 54.57 FEET ALONG SAID NORTH LINE OF LOT 4 TO THE POINT OF BEGINNING,

CONDEMNED BY THE COUNTY OF COOK IN CASE NUMBER 94L50951 AND RECORDED AS DOCUMENT R9000788), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR STORM WATER DRAINAGE AS CREATED BY RECIPROCAL EASEMENT AGREEMENT MADE BY MILWAUKEE AMUSEMENT COPORATION AND THE FIRST NATIONAL BANK OF LAKE FOREST, TRUST NO. 4287, RECORDED SEPTEMBER 3, 1974 AS DOCUMENT 22835025 AND FILED AS DOCUMENT LR2771582, AS AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT RECORDED JUNE 4, 1998 AS DOCUMENT 98466355.

Section C

The Variation granted in Section B of this Ordinance is to be completed substantially in accordance with the following plans and exhibits, attached hereto as **Exhibit A** and made part hereof:

- Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025
- Plan Set prepared by Atwell, last revised 3/27/2026
- Equipment Specifications

Section D

The Variation approval granted in Section B of this Ordinance is subject to the following condition:

1. Approval of the variation is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV25-0015 (variation to permit a decrease in the minimum required side yard setback on the north property line).

Section E

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee_____ moved, seconded by Trustee_____ that Ordinance No. _____ be passed, this 4th day of May, 2026.

President Horcher	_____	Trustee Ruffatto	_____
Trustee Krueger	_____	Trustee Vito	_____
Trustee Lang	_____	Trustee Vogel	_____
Trustee Papantos	_____		

Ordinance No. _____ **APPROVED** this 4th day of May 2026 by the President and Board of Trustees, Wheeling, Illinois.

_____
Patrick Horcher, Village President

ATTEST:

_____
Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

_____
Village Attorney

PUBLISHED in pamphlet form this 5th day of May 2026, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Exhibit A (Attached)

- Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025
- Plan Set prepared by Atwell, last revised 3/27/2026
- Equipment Specifications

601 Bangs Ave, Suite 301
Asbury Park, NJ 07712
O. 844.765.2769
SOLARLANDSCAPE.COM

Project Narrative
1004 Milwaukee Ave, Wheeling, IL

(1) Owner and/or developer's name, phone number and address;

DEVELOPER

SOLAR LANDSCAPE LLC

601 BANGS AVENUE, SUITE 301

ASBURY PARK, NJ 07712

PHONE: (856) 437-9711

CONTACT: EMILY MCCUE

PROPERTY OWNER

CUBESMART L.P.

5 OLD LANCASTER RD

MALVERN, PA 19355

PHONE: 610-535-5407

CONTACT: ANDREA PRUDENTE

(2) Where applicable, the architect's or engineer's name, phone number and address;

CIVIL ENGINEER

ATWELL, LLC

1250 EAST DIEHL ROAD, SUITE 300

NAPERVILLE, IL 60563

PHONE: (630) 577-0800

FAX: (630) 577-0900

CONTACT: MICHAEL KEITH, P.E.

(3) Description of all proposed buildings indicating proposed uses and building size;

N/A – no new buildings proposed

Proposed Use of Existing Buildings:

Installation of a 400 kW AC rooftop community solar array on existing Cubesmart buildings on the property located at 1004 Milwaukee Ave, Wheeling, IL.

(4) Descriptions of the location, type and size of all outside signs;

No proposed monument signs. Only regulatory signs (i.e. WARNING: TURN OFF PHOTOVOLTAIC AC DISCONNECT PRIOR TO WORKING INSIDE THIS PANEL or any required regulatory signs/labels needed for the equipment).

(5) Calculations indicating the total site size, building floor area, number of parking spaces, amounts of impervious surfaces, and amount of nonimpervious green space.

N/A – no revisions to the existing property/structures

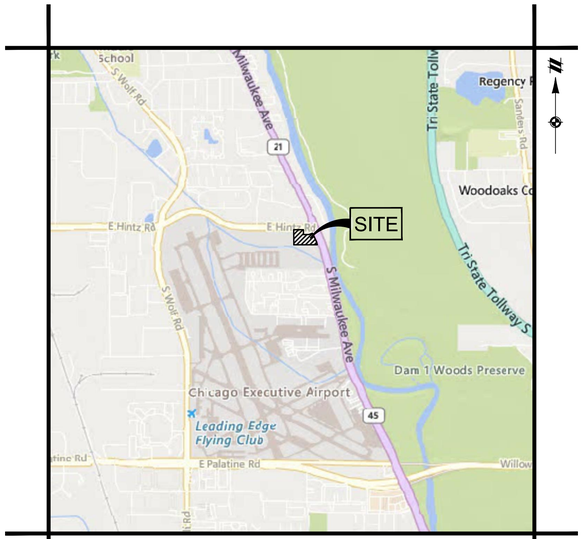
Existing Features On-Site:

- Site Area: 3.07 Acres
- Gross Floor Area of Existing Building footprints: 55,774 square feet.
- 4 marked existing parking spaces.
- Existing Impervious Area: 3.03 Acres
- Existing Non-Impervious Area: 0.04 Acres

CS IL 1004 MILWAUKEE AVE

1004 SOUTH MILWAUKEE AVENUE
WHEELING, COOK COUNTY, ILLINOIS

SPECIAL USE PERMIT PLANS



VICINITY MAP
NOT TO SCALE

DEVELOPMENT TEAM

DEVELOPER
SOLAR LANDSCAPE LLC
601 BANGS AVENUE, SUITE 301
ASBURY PARK, NJ 07712
PHONE: (856) 437-9711
CONTACT: EMILY MCCUE

CIVIL ENGINEER
ATWELL, LLC
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
PHONE: (630) 577-0800
FAX: (630) 577-0900
CONTACT: MICHAEL KEITH, P.E.

SURVEYOR
SURVEY SYSTEMS OF AMERICA, INC.
783 SOUTH EIGHTH STREET
DUNDEE, IL 60118
PHONE: (847) 428-5775
CONTACT: JOHN ERNST

GOVERNING AGENCIES & UTILITY CONTACTS

MUNICIPALITY/PLANNER
DIRECTOR OF COMMUNITY DEVELOPMENT
2 COMMUNITY BOULEVARD
WHEELING, IL 60090
PHONE: (847) 459-2620
CONTACT: ROSS KLICKER

CITY ENGINEER
VILLAGE ENGINEER
2 COMMUNITY BOULEVARD
WHEELING, IL 60090
PHONE: (847) 459-2620
CONTACT: KYLE GOETZELMANN

ELECTRIC
COMED
PHONE: (800) 334-7661

SOIL EROSION
VILLAGE ENGINEER
2 COMMUNITY BOULEVARD
WHEELING, IL 60090
PHONE: (847) 459-2620
CONTACT: KYLE GOETZELMANN

WATER & SEWER
UTILITY SUPERINTENDENT
77 WEST HINTZ ROAD
WHEELING, IL 60090
PHONE: (847) 279-6928
CONTACT: JEFF WOLFGRAM

GAS
NICOR GAS
PHONE: (888) 642-6748

LEGAL DESCRIPTION

PARCEL 1:
THAT PART OF LOT 4 IN HENRY GRANDT AND OTHERS' SUBDIVISION (HEREINAFTER DESCRIBED), LYING NORTH OF A LINE 380 FEET SOUTH OF THE NORTH LINE OF SECTION 13 (ALSO BEING THE CENTER LINE OF HINTZ ROAD), AND EAST OF A LINE 216 FEET WEST OF THE WEST LINE OF LOT 5 EXTENDED, (EXCEPT THAT PART LYING EAST OF THE WEST LINE OF LOT 5, IN HENRY GRANDT AND OTHERS' SUBDIVISION AFORESAID, EXTENDED SOUTH, ALSO EXCEPTING THEREFROM THE SOUTH 14 FEET OF THE NORTH 44 FEET THEREOF CONDEMNED BY THE COUNTY OF COOK IN CASE NUMBER 86L51436), SAID LOT 4 BEING IN HENRY GRANDT AND OTHERS' SUBDIVISION OF THAT PART OF THE SOUTH 1420.62 FEET OF SECTION 12, WEST OF THE CENTER OF MILWAUKEE AVENUE, AND A PART OF THE NORTH ½ OF SECTION 13, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION FILED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS, JANUARY 29, 1923 AS DOCUMENT 172867, IN COOK COUNTY ILLINOIS.

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SHEET INDEX

C01.0 COVER SHEET
C02.0 EXISTING CONDITIONS PLAN
C03.0 SITE LAYOUT PLAN
C04.0 STANDARD NOTES AND DETAILS

811 Know what's below. Call before you dig.
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DESIGN FIRM #184005876-0010

SECTION 13 | TOWNSHIP 42 NORTH, RANGE 11 EAST | WHEELING TOWNSHIP | COOK COUNTY, ILLINOIS

ATTRIBUTE: SOLAR LANDSCAPE LLC
CS IL 1004 MILWAUKEE AVE
1004 S. MILWAUKEE AVE, WHEELING, IL 60090
SPECIAL USE PERMIT PLANS
COVER SHEET

NOT FOR CONSTRUCTION

DATE
AUGUST 5, 2025

REVISIONS
2025/09/05 REVISIONS PER CLIENT
2025/12/17 REVISIONS PER CLIENT & VILLAGE
2026/02/23 REVISIONS PER VILLAGE
2026/03/27 REVISIONS PER VILLAGE

DR. AMW | CH. MBK
P.M. M. KEITH
JOB 25000704
SHEET NO. C01.0

Michael B. Keith
MICHAEL B. KEITH
062-066723
LICENSED PROFESSIONAL ENGINEER
STATE OF ILLINOIS
03/27/2026
EXP. 11/30/2027

I:\2025\25000704\CAD\PLANSET\25000704-SLD-COVER SHEET 2026-03-27.DWG - COVER SHEET - 2026/03/27 3:57 PM - ALEX HANAK

LEGEND

- BOUNDARY LINE
- EXISTING EASEMENT LINE
- EXISTING SETBACK LINE
- EXISTING BUILDING
- FEMA REGULATORY FLOODWAY

EXISTING CONDITIONS BASED ON ALTA/ACSM LAND TITLE SURVEY BY SURVEY SYSTEMS OF AMERICA, INC. 11/30/2004.

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SCALE IN FEET
0 30 60 90 150

811
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WHEELING TOWNSHIP
COOK COUNTY, ILLINOIS

ATTRIBUTE
SOLAR LANDSCAPE LLC
CS IL 1004 MILWAUKEE AVE
1004 S. MILWAUKEE AVE, WHEELING, IL 60090
SPECIAL USE PERMIT PLANS
EXISTING CONDITIONS PLAN

NOT FOR CONSTRUCTION

DATE
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DR. AMW | CH. MBK
P.M. M. KEITH
JOB 25000704
SHEET NO.
C02.0

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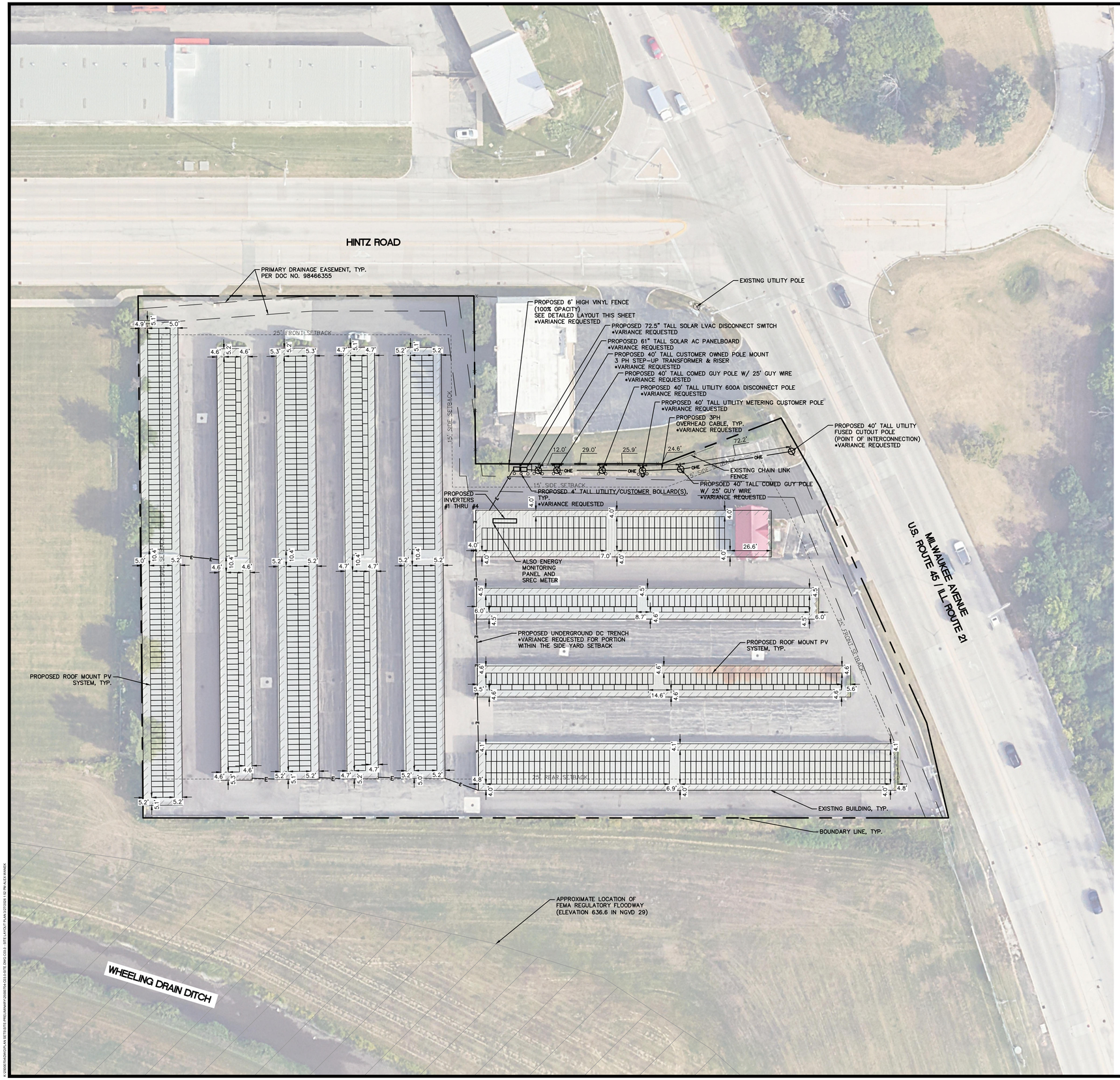


LEGEND

- BOUNDARY LINE
- EXISTING EASEMENT LINE
- EXISTING SETBACK LINE
- UNDERGROUND ELECTRIC LINE
- OVERHEAD ELECTRIC LINE
- PROPOSED FENCE
- EXISTING BUILDING
- FEMA APPROXIMATE FLOODWAY

SITE DATA

PIN:	03-13-101-025
JURISDICTION:	VILLAGE OF WHEELING, IL
ZONING DISTRICT:	B-3 (GENERAL COMMERCIAL AND OFFICE DISTRICT)
CURRENT LAND USE:	STORAGE FACILITY
PARCEL AREA:	± 3.074 ACRES

FEMA FLOOD HAZARD: REGULATORY FLOODWAY AND ZONE AE PER FIRM MAP #17031C0207J DATED 8/19/2008.

GENERAL NOTES

1. THE CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS. THE CONTRACTOR SHALL ALSO PAY ALL FEES AND POST ALL BONDS ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER AND ARCHITECT AS REQUIRED.
2. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AND ALL CONSTRUCTION MEANS AND METHODS.
3. LIMITS OF WORK SHALL BE EROSION CONTROL BARRIERS AS INDICATED ON DRAWINGS.
4. ANY ALTERATION TO THESE DRAWINGS MADE IN THE FIELD DURING CONSTRUCTION SHALL BE RECORDED BY THE CONTRACTOR ON RECORD DOCUMENTS.
5. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
6. EXISTING TREES AND SHRUBS SHALL NOT BE CLEARED, UNLESS OTHERWISE NOTED.
7. FOR DRAWING LEGIBILITY, ALL EXISTING TOPOGRAPHIC FEATURES, EXISTING UTILITIES, PROPERTY BOUNDARIES, EASEMENTS, ETC. MAY NOT BE SHOWN ON ALL DRAWINGS. REFER TO ALL REFERENCED DRAWINGS AND OTHER DRAWINGS IN THIS SET FOR ADDITIONAL INFORMATION.

ZONING DISTRICT:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH CONDITIONS THAT MAY BE PROMULGATED BY THE COOK COUNTY PLANNING AND DEVELOPMENT DEPARTMENT, SOIL AND WATER CONSERVATION DISTRICT, AND MUNICIPAL AGENCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING, SECURING AND COMPLIANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT, AS ADMINISTERED BY THE STATE ENVIRONMENTAL PROTECTION AGENCY.

LAYOUT AND MATERIALS NOTES:
1. ALL LINES AND DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINES FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.
2. CONTRACTOR SHALL REPORT SIGNIFICANT CONFLICTS TO THE OWNER AND THE ENGINEER FOR RESOLUTION.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN SITE PLAN DIMENSIONS AND BUILDING PLANS BEFORE PROCEEDING WITH ANY PORTION OF SITE WORK WHICH MAY BE AFFECTED SO THAT PROPER ADJUSTMENTS TO THE SITE LAYOUT CAN BE MADE IF NECESSARY.
4. PROTECT EXISTING PROPERTY MONUMENTS AND ABUTTING PROPERTIES DURING CONSTRUCTION ACTIVITIES.

ZONING REQUIREMENTS

ZONING DISTRICT: B-3

REQUIRED SETBACKS FOR GROUND EQUIPMENT:

YARD	REQUIRED	PROPOSED
FRONT / STREETS:	25 FT.	SEE NOTE BELOW. •
SIDE:	15 FT.	SEE NOTE BELOW. •
REAR:	N/A	N/A

•ALL PROPOSED GROUND MOUNTED EQUIPMENT AND PROPOSED STRUCTURES ARE LOCATED WITHIN THE SETBACK(S). VARIANCE IS REQUESTED FOR THE FOLLOWING:

- POINT OF INTERCONNECTION POLE IS WITHIN THE FRONT YARD SETBACK AND 4.7 FT. FROM THE RIGHT-OF-WAY.
- 6' HIGH VINYL FENCE IS WITHIN THE SIDE YARD SETBACK AND IS 0.5 FT. FROM THE PROPERTY LINE.
- SOLAR LVAC DISCONNECT SWITCH IS WITHIN THE SIDE YARD SETBACK AND IS 2.0 FT. FROM THE PROPERTY LINE.
- SOLAR AC PANELBOARD IS WITHIN THE SIDE YARD SETBACK AND IS 2.3 FT. FROM THE PROPERTY LINE.
- CUSTOMER OWNED POLE MOUNT 3 PH STEP-UP TRANSFORMER & RISER IS WITHIN THE SIDE YARD SETBACK AND IS 4.2 FT. FROM THE PROPERTY LINE.
- WEST COMED GUY POLE W/ 25' GUY WIRE IS WITHIN THE SIDE YARD SETBACK AND IS 4.2 FT. FROM THE PROPERTY LINE.
- UTILITY 600A DISCONNECT POLE IS WITHIN THE SIDE YARD SETBACK AND IS 4.2 FT. FROM THE PROPERTY LINE.
- UTILITY METERING CUSTOMER POLE IS WITHIN THE SIDE YARD SETBACK AND IS 4.4 FT. FROM THE PROPERTY LINE.
- UTILITY/CUSTOMER BOLLARDS ARE WITHIN THE SIDE YARD SETBACK AND ARE 6.3 FT. FROM THE PROPERTY LINE (DISTANCE FROM PROPERTY LINE TO NEAREST BOLLARD).
- EAST COMED GUY POLE W/ 25' GUY WIRE IS WITHIN THE SIDE YARD SETBACK AND IS 6.1 FT. FROM THE PROPERTY LINE.
- UNDERGROUND DC TRENCH IS PARTIALLY WITHIN THE SIDE YARD SETBACK AND IS 3.4 FT. FROM THE PROPERTY LINE (DISTANCE FROM PROPERTY LINE TO NEAREST PORTION OF UNDERGROUND DC TRENCH).
- 3PH OVERHEAD CABLE IS PARTIALLY WITHIN THE FRONT AND SIDE YARD SETBACKS. THE PORTION OF THE 3PH OVERHEAD CABLE THAT COMES CLOSEST TO THE PROPERTY LINE (SIDE YARD) SITS AT 4.2 FT., AND FOR THE RIGHT-OF-WAY (FRONT YARD), 4.7 FT.

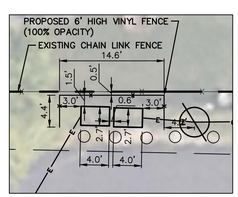
APPROXIMATE LOCATION FOR FEMA REGULATORY FLOODWAY SHOWN ON PLANS. THE REMAINDER OF THE SITE IS IN ZONE AE.

FLOODPLAIN NOTES

1.) FLOODPLAIN ELEVATION ON PROPERTY NEAREST TO THE IMPROVEMENTS IS 636.6 IN NVGD 29 (640.2 NAVD 88).

2.) ANY ELECTRICAL EQUIPMENT SHALL BE INSTALLED ABOVE THE BASE FLOOD ELEVATION (636.6) OR FLOOD PROOFED.

3.) AS-BUILT DRAWINGS WILL BE REQUIRED TO FINALIZE THE FLOODPLAIN PERMIT. THE AS-BUILT DRAWINGS SHOULD INCLUDE LOCATION OF UNDERGROUND CONDUIT AND ELEVATION OF ELECTRICAL EQUIPMENT IN RELATION TO THE BASE FLOOD ELEVATION.



DETAILED VINYL FENCE LAYOUT
SCALE 1"=10'

SCALE IN FEET
0 30 60 90 150

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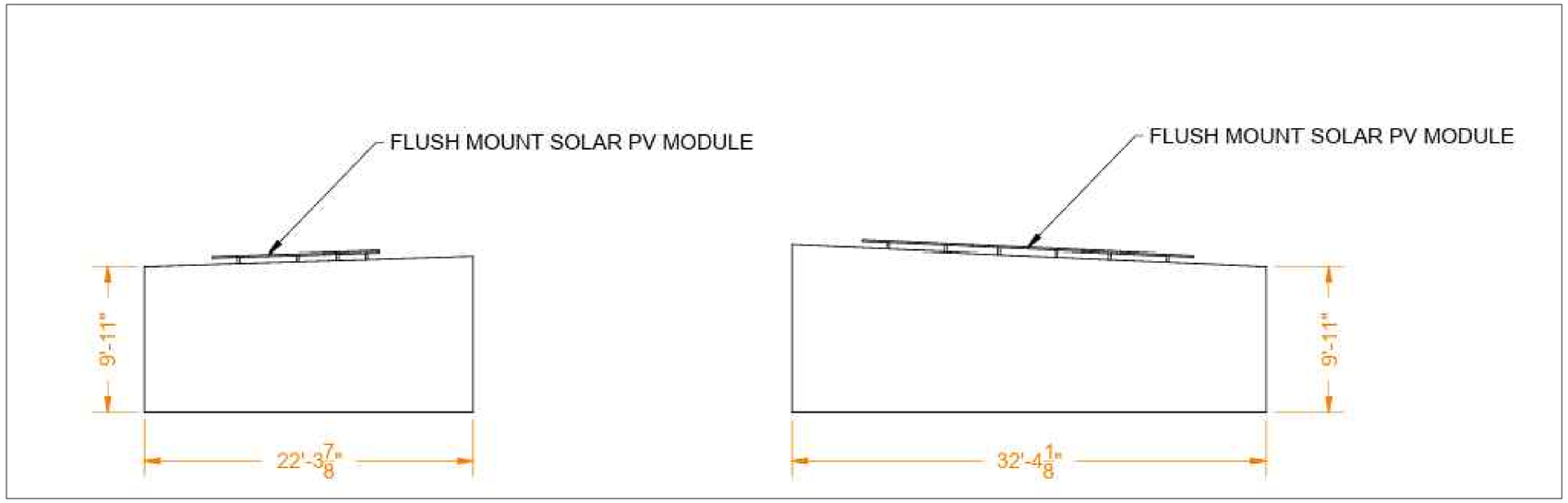
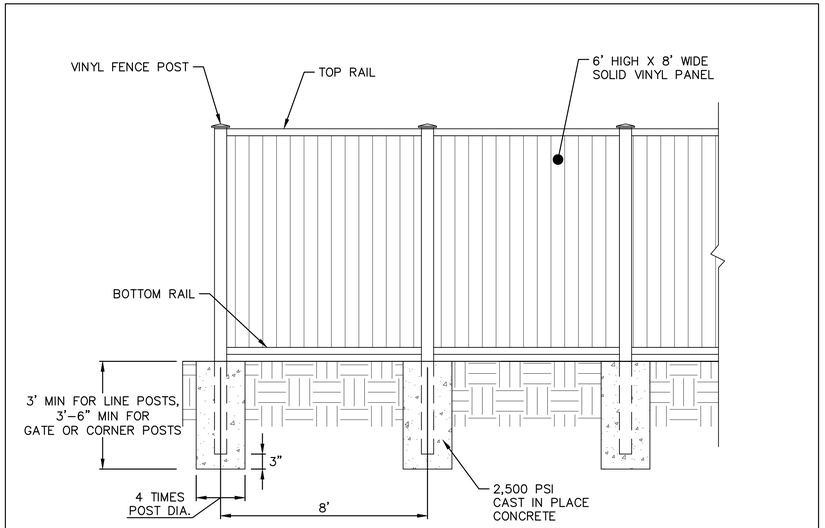


TYPICAL BUILDING SECTION

NOT TO SCALE



SOLID VINYL FENCE DETAIL

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C04.0

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PANEL MARKS: **7000 S CICERO AV, BE**

TECHNICAL SPECIFICATIONS

PANEL TYPE:	neXT Factory Assembled Interior
QUANTITY:	1
AMPS:	600A
VOLTAGE:	480Y/277V
SYSTEM:	3P4W
KAIC:	22 KAIC SC FULLY RATED
MATERIAL:	ALUMINUM BUS
PLATE:	SILVER PLATE
ENCLOSURE:	NEMA 3R CABINETS
MOUNTING:	SURFACE
SECTION:	1

MAIN DISCONNECT DEVICE

FEED DIR.	Bottom
TYPE:	Breaker
AMPS/SENSOR:	600A/-
CATALOG NO.:	XT5NU360BBYNDB0XXX
POLES:	3
LUGS:	Horiz. XT5 (2) 2/0-500 mcm, No Feed Through Lugs
ACCESSORIES:	2 Aux 250V AC/DC
ACCESSORIES:	Bell Alarm
ACCESSORIES:	110-240V AC / 110-250V DC ShuntTrip
ACCESSORIES:	TMA

INTERIOR X-VALUES

TOTAL X BUS	AVAILABLE X BUS
16	16

OPTIONS INCLUDED

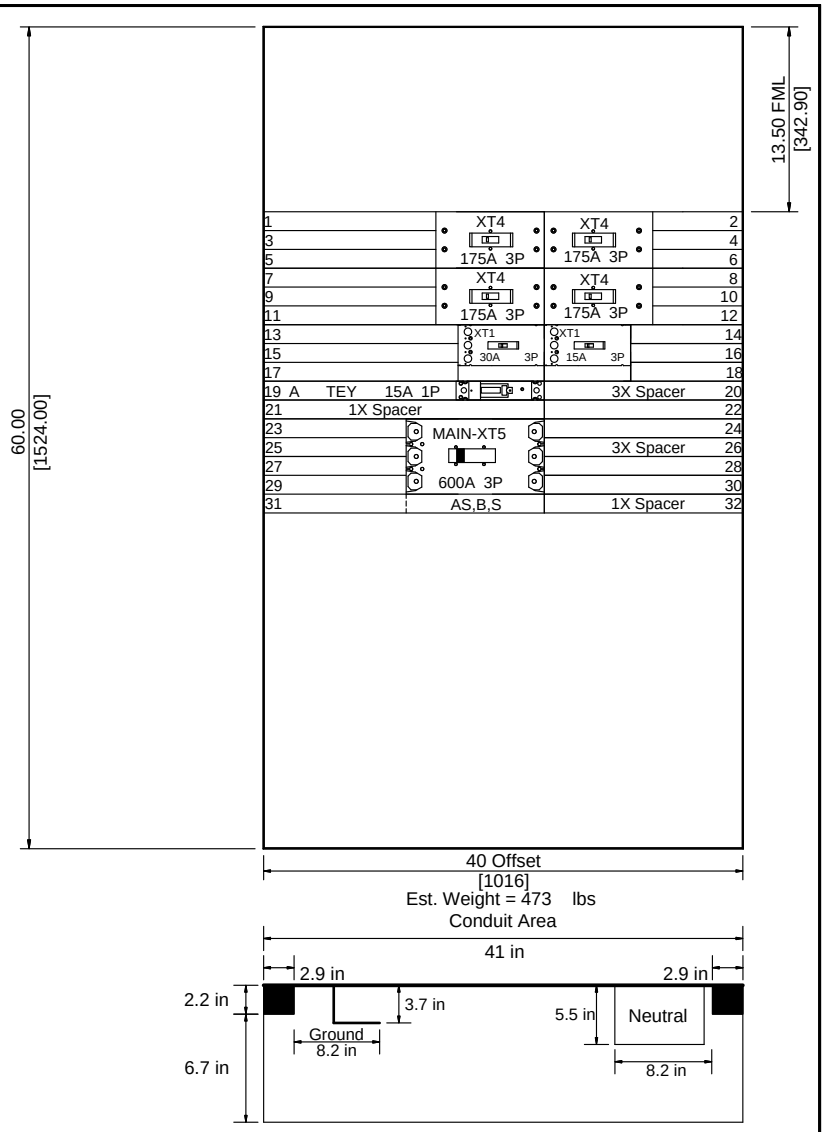
QTY	DESCRIPTION
1	Nameplates
1	Aluminum Bus Heat Rated
1	Grnd-Box bonded

BOX BOM

QTY	CAT #	DESCRIPTION
1	ER6040R	Enclosure
1	GC40F16NNA	Gutter Covers
1	FT40S00135	Front 1 of 2
1	FT40S00205	Front 2 of 2

INTERIOR BOM

QTY	CAT #	DESCRIPTION
1	GDBG10AL	Ground
1	IN1606NN3H1	Interior Bus Stack
1	NL12I0NSTNDAL	Neutral
0	MAINXHX55	Main Code - Not a Catalog Number
1	75C141109P109	Nameplates
1	IF1640F	Interior Frame
1	IL40F	Lifting Kits
1	SR01BB	1X Blank only
1	SR01BF	1X Filler & Blank
2	SR03BB	3X Blank only
1	SR1XBF	1 XT1 Mtg Kit, Wide
1	SR1XBR	1 XT1 Mtg Kit, Narrow
1	SR01BF	Acc Filler



PANEL INFORMATION	
INTERNAL DIMENSIONS	60"X42"X11"
NOTES	
EXTERNAL DIMENSIONS	61"X43.5"X16.7"

1. FML - FRAME MOUNTING LOCATION.
2. DRAWING NOT TO SCALE.
3. DIMENSIONS ARE IN INCHES[mm].

NEUTRAL CAN BE MOUNTED IN ANY CORNER

FACTORY AUTO-LAYOUT. THE LAYOUT IS NOT SPECIFIED, THE FACTORY MAY CHANGE THE LOCATION OF SOME OF THE BREAKERS. NEUTRAL ARE PRESSURE LUGS.

PROJECT NAME : 15x Wave 3 IL MCB Panelboards		PANEL ID: neXT Panel Assembled Interior	PRODUCT NAME: *ReliaGear neXT PANELBOARD*	DRAWING NO:
CUSTOMER: WESCO DISTRIBUTION INC. HAUPPAUGE		CREATED BY: Schultz, William		ITEM NO: 1
		DATE: 05/28/2024 19:50:47		MARKS: 7000 S CICERO AV, BE
		REVISION NO.		QUOTE NO: UAV-00035419
				SHEET: 1

6/9/2024 3:18:59 PM SAP ORDER:

neXT Device Information

X Space	Breaker Catalog Number	Trip Amps	Sensor Amps	Trip Unit	Poles	Phases Used	Lug Cable Size/Neut Sensor/Grnd Fault Cable	Notes
Main	XT5NU360BBYNDB0XXX	600	-	TMA	3	A,B,C	(2) 2/0 AWG - 500 MCM	1,2,3
1	XT4NU3175AYJ000XXX	175	-	TMF	3	ABC	(1) 4 AWG-300 MCM	
2	XT4NU3175AYJ000XXX	175	-	TMF	3	ABC	(1) 4 AWG-300 MCM	
7	XT4NU3175AYJ000XXX	175	-	TMF	3	ABC	(1) 4 AWG-300 MCM	
8	XT4NU3175AYJ000XXX	175	-	TMF	3	ABC	(1) 4 AWG-300 MCM	
13	XT1NU3030AYD000XXX	30	-	TMF	3	ABC	(1) 10 - 2/0 AWG	
14	XT1NU3015AYD000XXX	15	-	TMF	3	ABC	(1) 10 - 2/0 AWG	
19	TEYADEC0AAXXXXXX	15	-	TMF	1	A	(1) 14-10 AWG	

NOTES:

1 Device is furnished with 2 Aux 250V AC/DC
2 Device is furnished with Shunt trip 110-240V AC/110-250V DC
3 Device is furnished with Bell alarm

PANEL MARKS: **7000 S CICERO AV, BE**

TECHNICAL SPECIFICATIONS

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QUANTITY:	1
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VOLTAGE:	480Y/277V
SYSTEM:	3P4W
KAIC:	22 KAIC SC FULLY RATED
MATERIAL:	ALUMINUM BUS
PLATE:	SILVER PLATE
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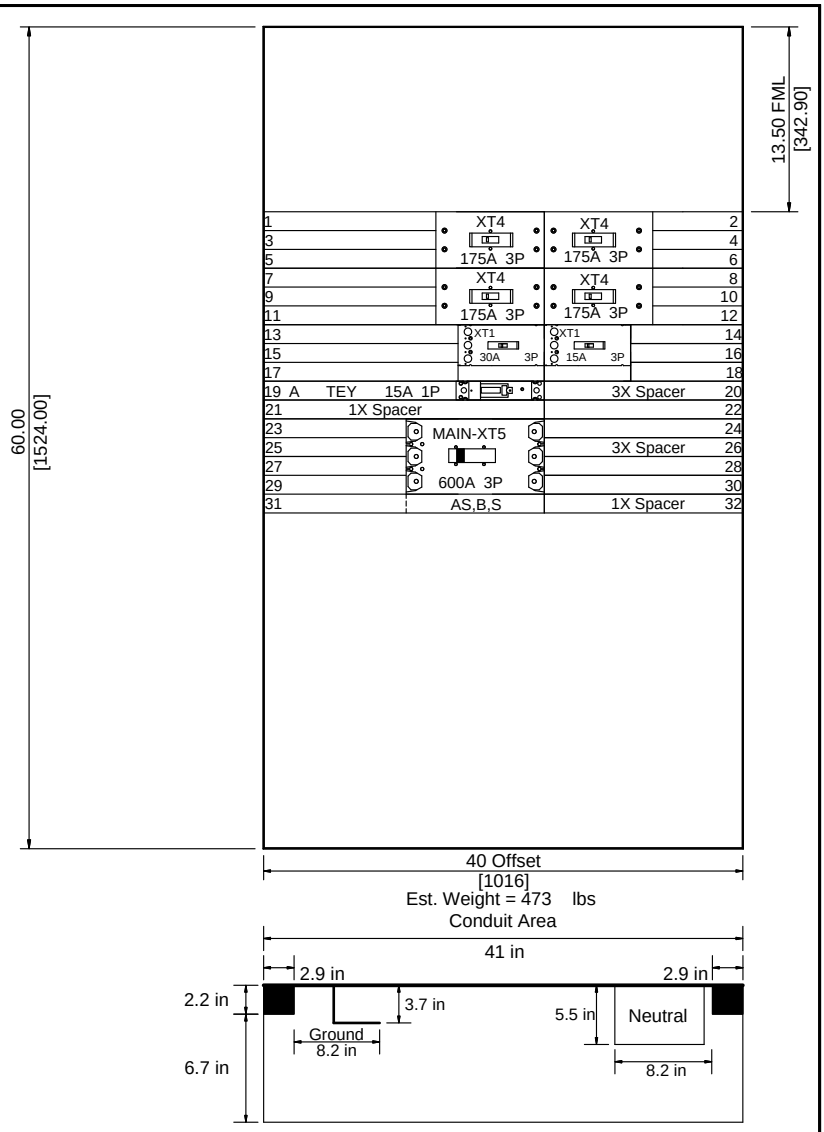
1	SR1XBR	1 XT1 Mtg Kit, Narrow
1	SR01BF	Acc Filler



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7	XT4NU3175AYJ000XXX	175	-	TMF	3	ABC	(1) 4 AWG-300 MCM	
8	XT4NU3175AYJ000XXX	175	-	TMF	3	ABC	(1) 4 AWG-300 MCM	
13	XT1NU3030AYD000XXX	30	-	TMF	3	ABC	(1) 10 - 2/0 AWG	
14	XT1NU3015AYD000XXX	15	-	TMF	3	ABC	(1) 10 - 2/0 AWG	
19	TEYADEC0AAXXXXXX	15	-	TMF	1	A	(1) 14-10 AWG	

NOTES:

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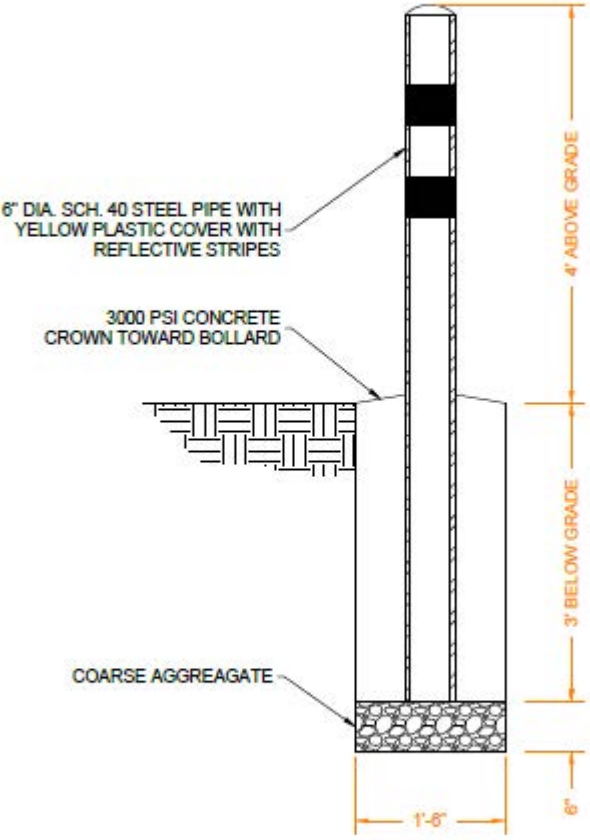

2 / E12 BOLLARD DETAILS
SCALE: 1:12

REVISES STANDARD DATED 12-11-15

COMPATIBLE UNITS AVAILABLE IN PASSPORT

PORTIONS OF THIS STANDARD ARE COLORIZED FOR CLARITY

11-18-16
C9105
PAGE 1 OF 11

PRIMARY METERING METER

INSTALLATION OF METERING EQUIPMENT AND GROUNDS

TYPE OF INSTALLATION
POLE HEIGHT

C9105.1 _ METER ON ComEd OWNED PRIMARY METERING POLE (14)
.2 _ METER ON CUSTOMER OWNED STRUCTURE (14)
._ B 30 FEET
._ C 35 FEET
._ D 40 FEET
._ E 45 FEET
._ F 50 FEET
._ G 55 FEET

ITEM	CAT ID DESCRIPTION TABLE-1	CAT ID	UNIT	QUANTITY .1_	QUANTITY .2_
A	COMPOUND, MECHANICAL, SEALING, 5 LB. PACKAGE, PER C-9493.	0000350004	EA	1	1

ITEM	CAT ID DESCRIPTION TABLE-2	CAT ID	UNIT	QUANTITY ._B	._C	._D	._E	._F	._G
AA	**GROUNDING INSTALLATION C8550. ___** (2)			1	1	1	1	1	1

CUSTOMER TO PROVIDE AND INSTALL

ITEM	TABLE-3 (1)	ComEd CAT ID	UNIT	QUANTITY
D	BODY, CONDUIT, 1 IN., TYPE LB, RIGID, THREADED, EM-59045 DATED	0000372428	EA	1
E	LOCKNUT, CONDUIT, 1 IN., THREADED, RIGID, GALVANIZED, APPLETON	0000373501	EA	1
F	BUSHING, CONDUIT, 1 IN., THREADED RIGID TYPE, GALVANIZED, NON-	0000372659	EA	1
H	CONDUIT, RIGID, 1 IN. X 10 FT., HOT DIPPED GALVANIZED, THREADE	0000376169	FT	5
J	CLAMP, CONDUIT, 1 IN. RIGID, ONE HOLE, GALVANIZED MALLEABLE IR	0000372811	EA	2
K	SCREW, LAG, U-GUARD, 1/4 IN. X 2-1/2 IN. WITH PRE-ASSEMBLED WA	0000384230	EA	7
L	CONNECTOR, BAR TAP, #10 SOLID TO #2 STR. CABLE TO 1/4 IN. MAX.	0000368764	EA	1
M	BRACE, STEEL, HOT GALVANIZED, 10 IN. X 1-1/2 IN. X 3/16 IN., 90 DEG. TWIST	0000382072	EA	2
N	SCREW, LAG, 1/2 X 3 IN., SQUARE HEAD, HOT GALVANIZED STEEL, TW	0000381359	EA	2
P	BOLT, SQUARE HEAD, 1/2 -13 X 1-1/2 IN., HOT GALVANIZED, WITH S	0000381129	EA	4
R	COVER, CONDUIT BODY, 1 IN., BLANK, STAMPED STEEL, EM-59046 DAT	0000373127	EA	1
S	NIPPLE, PIPE, 1 IN. X 1-1/2 IN. LONG, SCH. 40, ASTM A-53 / A-1	0000553759	EA	1
T	CONNECTOR, COMPRESSION, 1/0 OR 2/0 STR RUN TO #8 SOL OR 2 STRD	0000368544	EA	1
AD	WIRE,COPPER, CONTROL & INSTRUMENT, WEATHER RESISTANT, #4, SOLI	0000356408	EA	5

NOTES:

APPLICATION

- THIS STANDARD SHALL BE USED TO INSTALL METERING EQUIPMENT AND GROUNDS FOR PRIMARY METERING INSTALLATIONS.

SUPPLEMENTARY MATERIAL

(1) CUSTOMER TO PROVIDE AND INSTALL CECHA APPROVED METER CABINET AND MATERIAL IN TABLE-3.

(2) FROM C8550, OMIT ITEMS "A", "AA OR AD", AND "L". CONNECT GROUND WIRES AS SHOWN IN FIGURE-1, "3-WIRE GROUNDING" OR FIGURE-2, "4-WIRE GROUNDING".

(3) A 650V BYPASS PROTECTOR IS REQUIRED AND FURNISHED ONLY ON CURRENT TRANSFORMERS RATED 10 THROUGH 50 AMPERES.

INFORMATION

(11) CABINET MUST BE LEVEL AND PLUMB.

(12) BEND ITEM "M" TO FIT AFTER CABINET IS LEVEL.

(13) ENLARGE MOUNTING HOLES ON THIS SIDE OF CABINET FOR 1/2" BOLTS.

(14) ComEd TARIFFS PROVIDE FOR METER CABINET TO BE INSTALLED ON ComEd OWNED POLE OR CUSTOMER OWNED STRUCTURE IN CERTAIN PRIMARY METERING SITUATIONS.

(15) CASE GROUND POTENTIAL TRANSFORMERS, CURRENT TRANSFORMERS AND TERMINAL BOX, BY MOUNTING TO EQUIPMENT PLATFORM. EQUIPMENT PLATFORM IS GROUNDED TO PRIMARY GROUND ROD, AS CALLED FOR IN C9106, C9107, C9108, OR C9190.

(16) GROUND METER FITTING CASE TO THE SECONDARY GROUND ROD.

(17) FOR POLES WITH NO NEUTRAL CONDUCTOR, CONNECT DIRECTLY TO THE POLE GROUND.

ACAD

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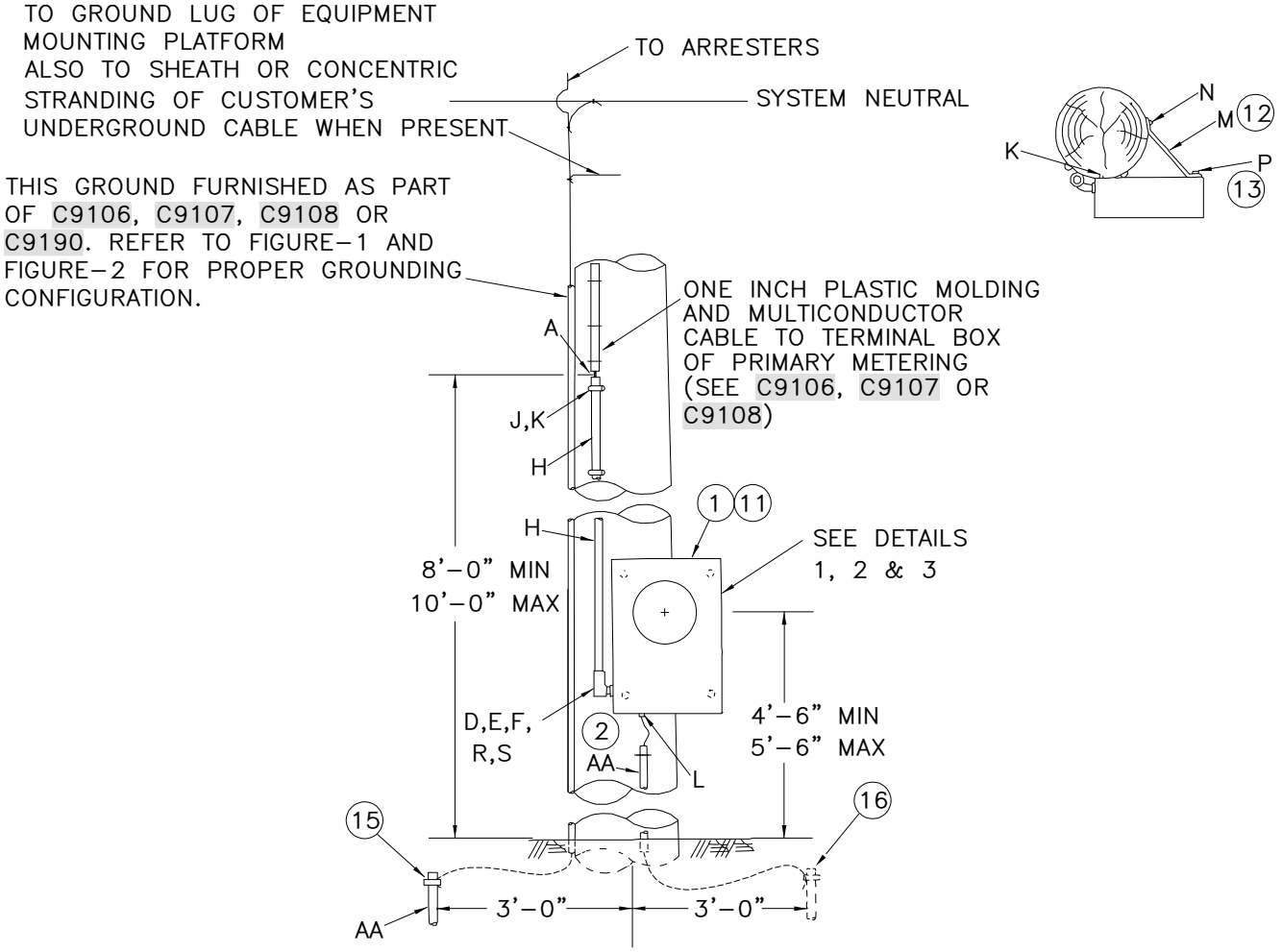
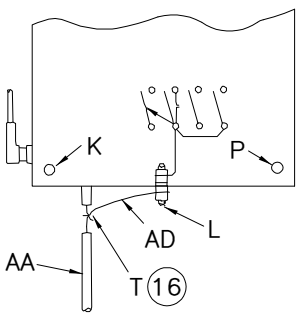
C9105
PAGE 2 OF 11

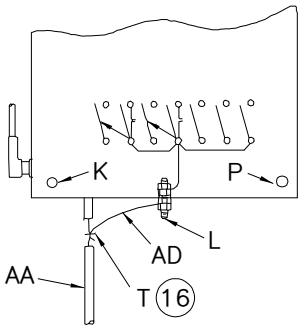


C9105.1_

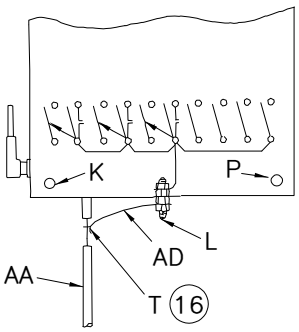
METER ON ComEd OWNED PRIMARY METERING POLE
(SEE DETAIL-4 FOR OVERALL PICTURE)



DETAIL-1
SINGLE PHASE



DETAIL-2
3-PHASE, 3-WIRE



DETAIL-3
3-PHASE, 4-WIRE

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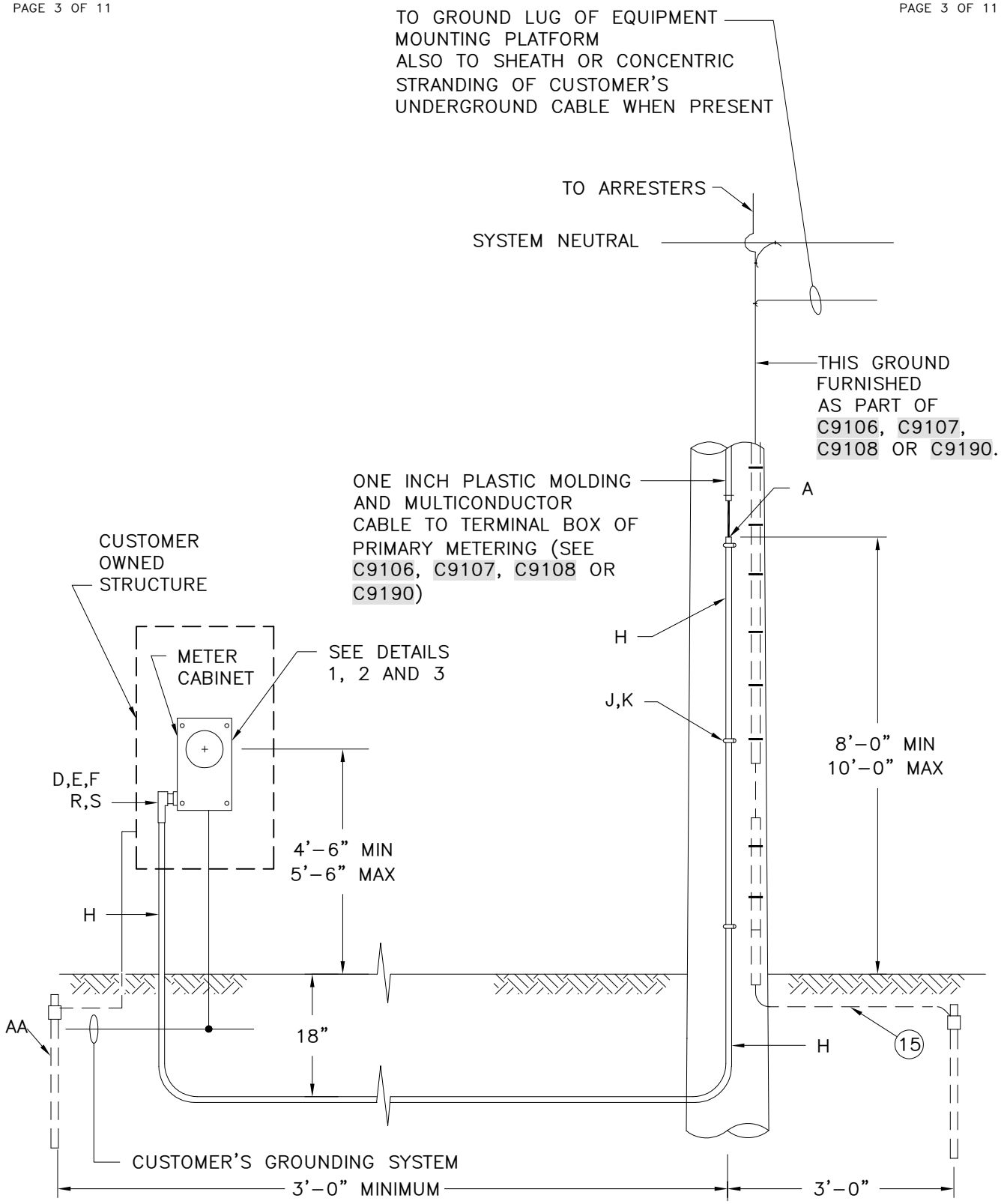
PAGE 3 OF 11



C9105.2_

METER ON CUSTOMER OWNED STRUCTURE
(SEE DETAIL-5 FOR OVERALL PICTURE)

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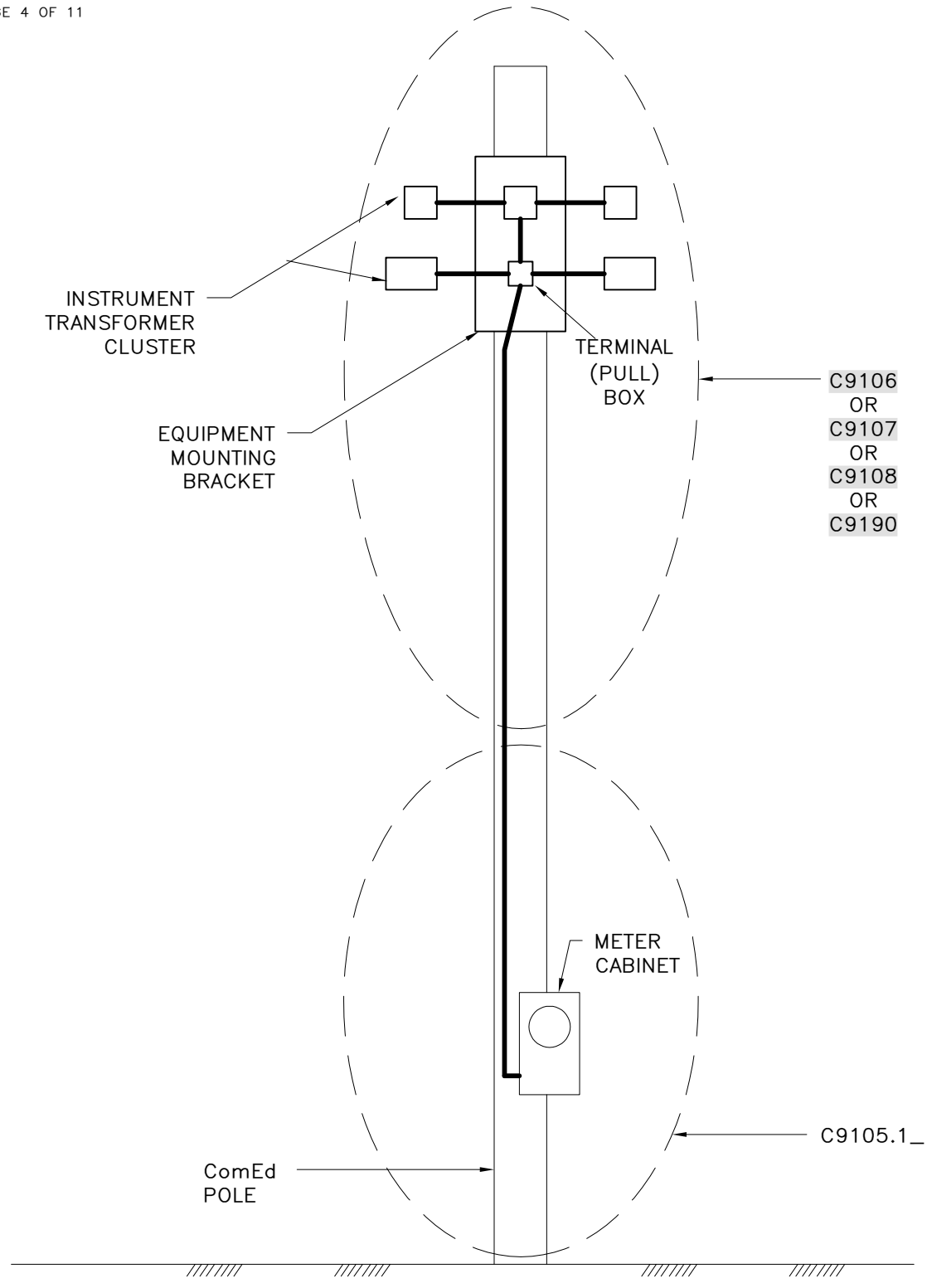

DETAIL-4

METER ON PRIMARY METERING POLE

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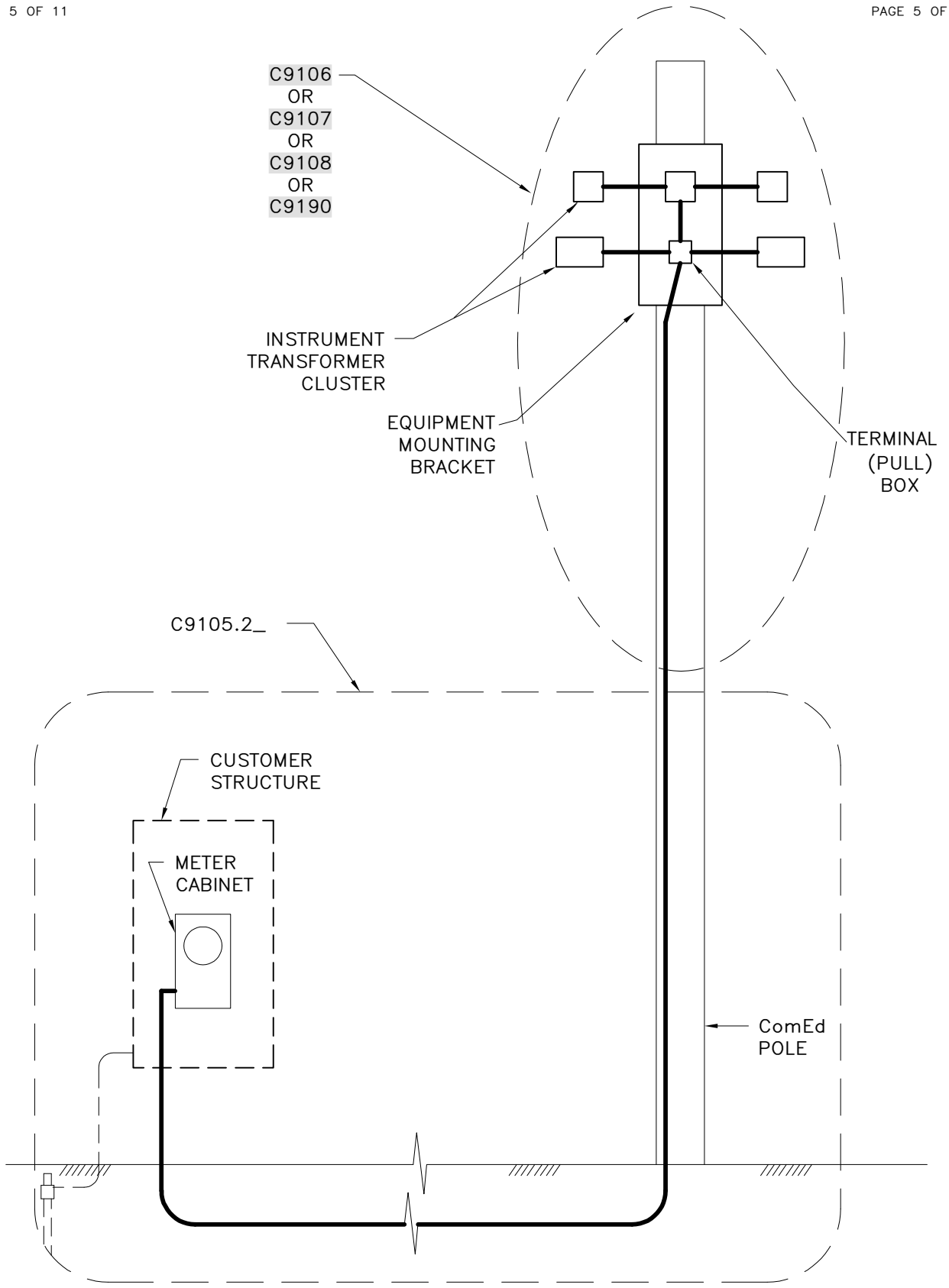

DETAIL-5

METER ON CUSTOMER OWNED STRUCTURE

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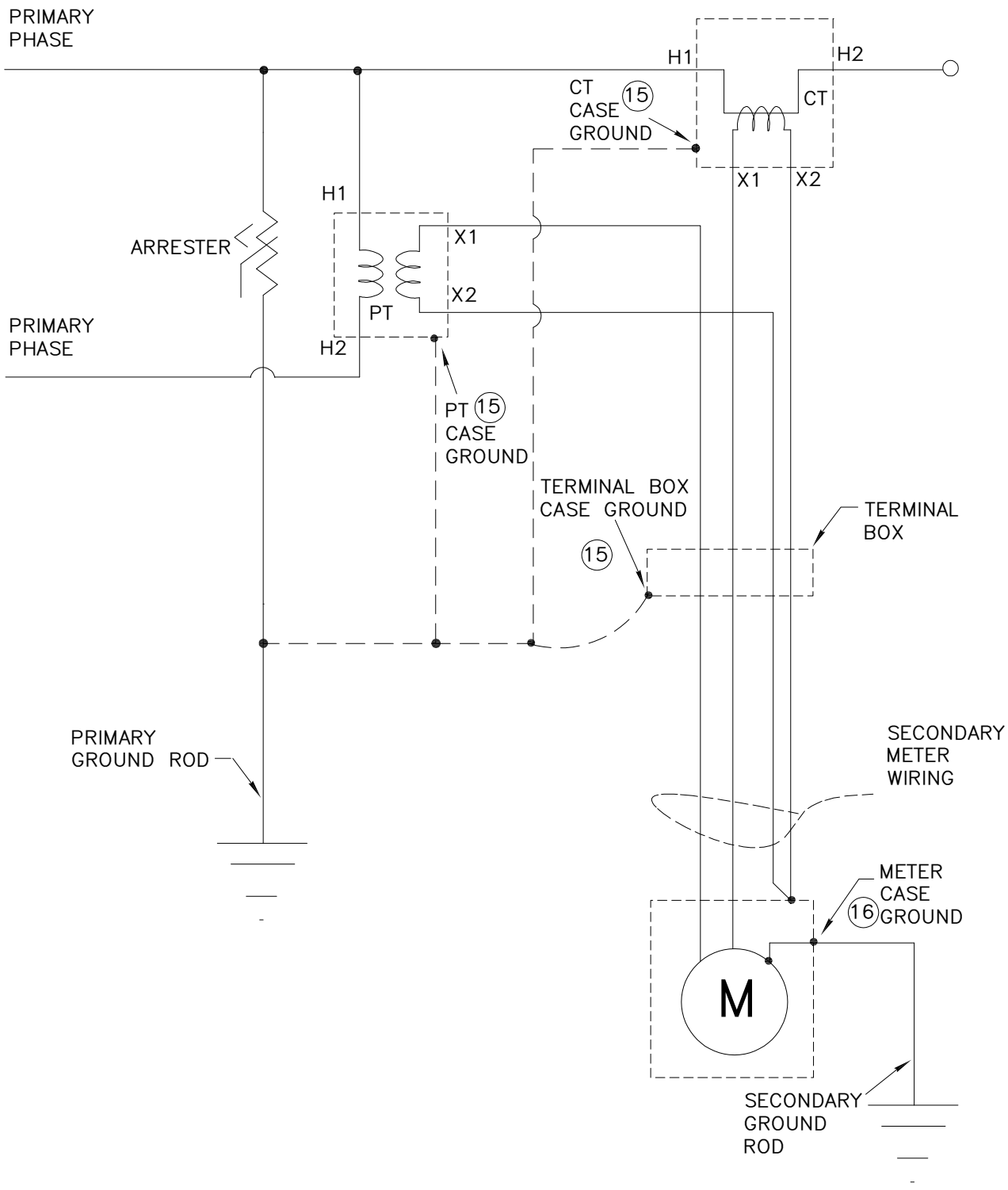

FIGURE-1

3-WIRE GROUNDING

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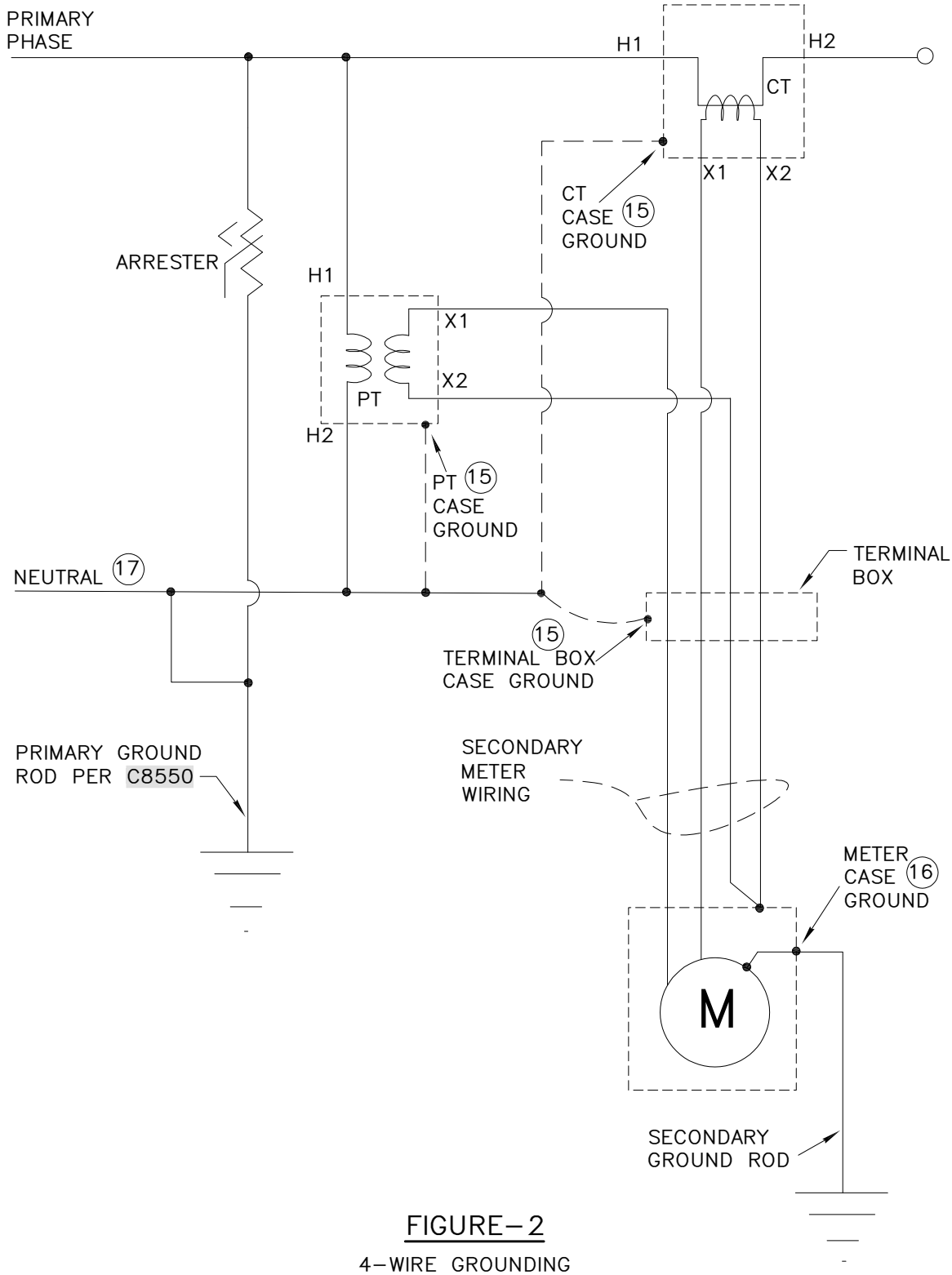

FIGURE-2

4-WIRE GROUNDING

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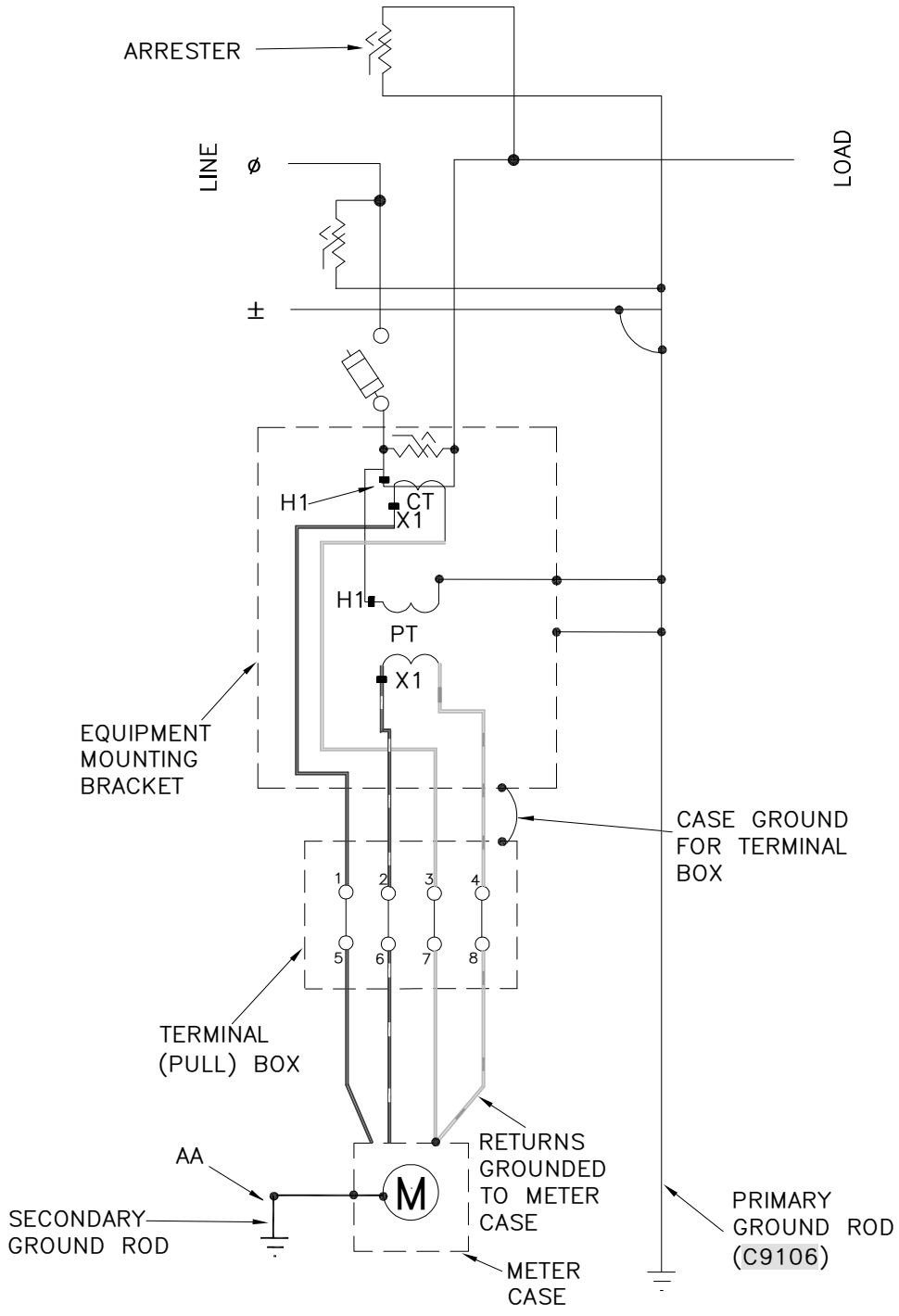

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
CT	1	RED	3	WHITE
PT	2	RED/ WHITE TRACER	4	WHITE/ORANGE TRACER

FIGURE-3

1-PHASE, 2 TRANSFORMER PRIMARY METERING

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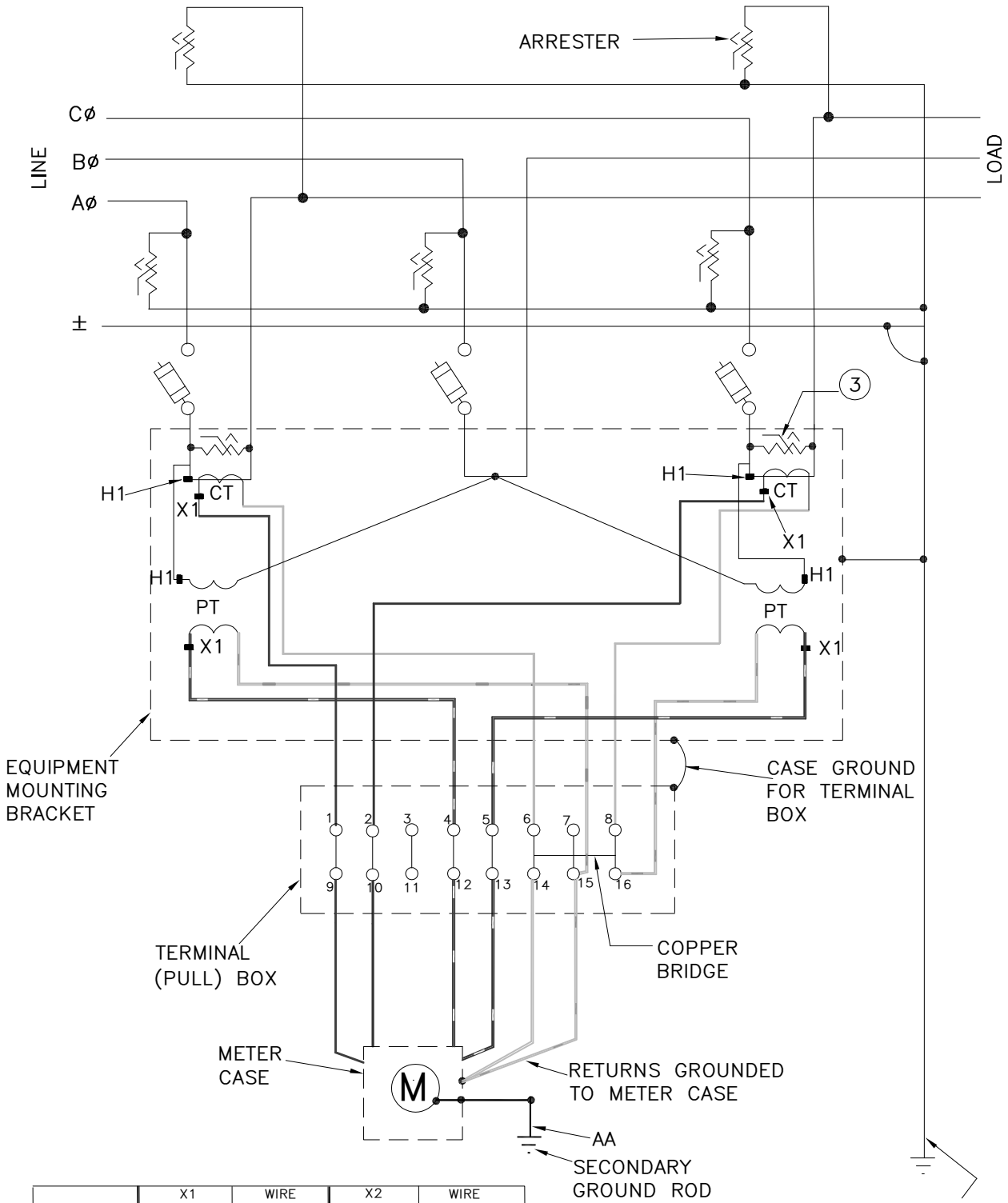

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
Aø CT	1	RED	6	WHITE
Cø CT	2	BLUE	8	WHITE
Aø PT	4	RED/ WHITE TRACER	15	WHITE/ORANGE TRACER
Cø PT	5	BLUE/ WHITE TRACER	16	WHITE/ORANGE TRACER

FIGURE-4

3-PHASE, 3-WIRE, 4 TRANSFORMER PRIMARY METERING

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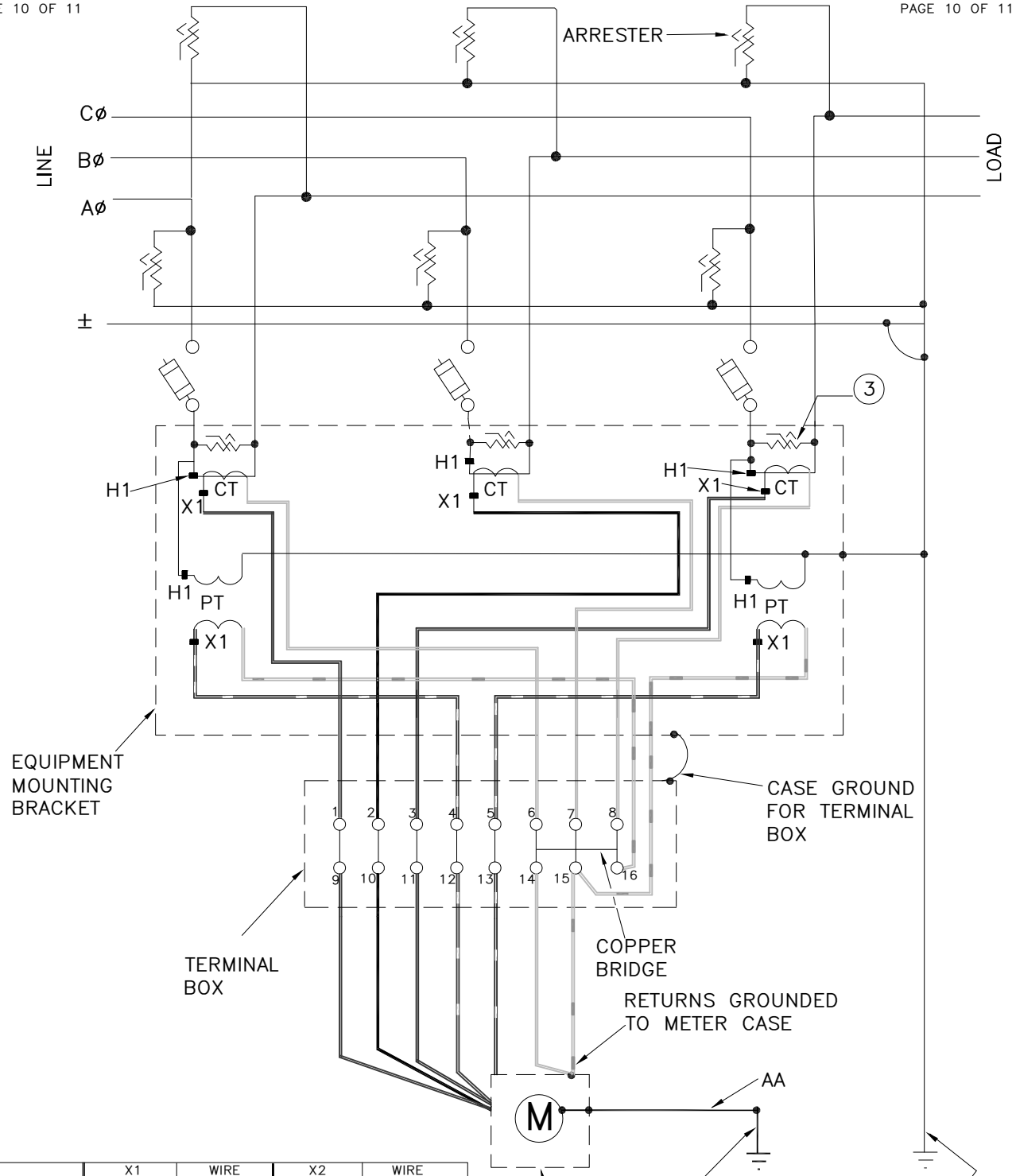

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
AØ CT	1	RED	6	WHITE
BØ CT	2	BLACK	7	WHITE
CØ CT	3	BLUE	8	WHITE
AØ PT	4	RED/ WHITE TRACER	16	WHITE/ORANGE TRACER
CØ PT	5	BLUE/ WHITE TRACER	15	WHITE/ORANGE TRACER

FIGURE-5

3-PHASE, 4-WIRE, 5-TRANSFORMER CLUSTER

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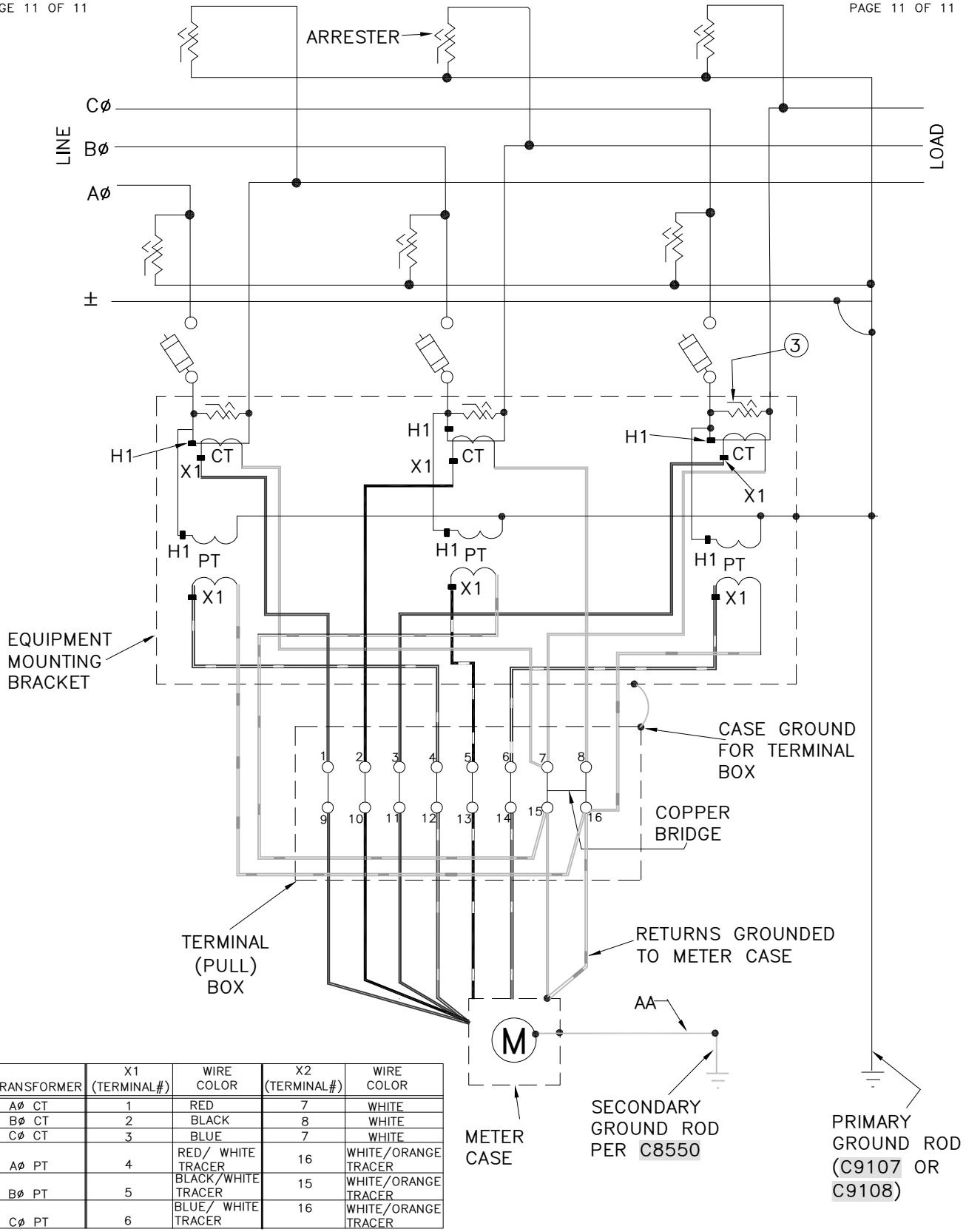

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
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Bø PT	5	BLACK/WHITE TRACER	15	WHITE/ORANGE TRACER
Cø PT	6	BLUE/ WHITE TRACER	16	WHITE/ORANGE TRACER

FIGURE-6

3-PHASE, 4-WIRE, 6-TRANSFORMER CLUSTER

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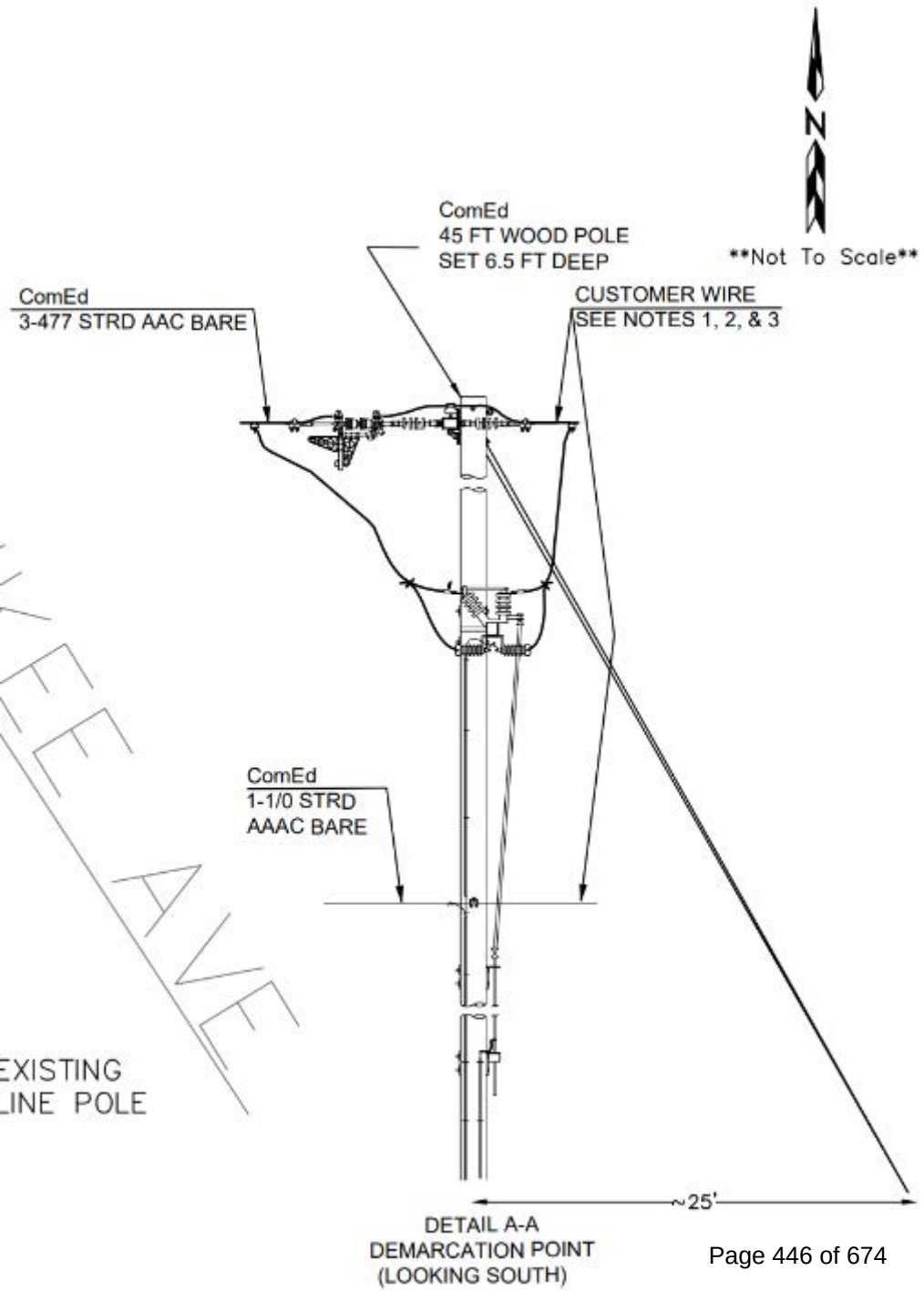

DETAIL A-A
DEMARCATION POINT
(LOOKING SOUTH)

Heavy Duty Safety Switch

DH367NRK

UPC:782113639277

Dimensions:

- **Height:** 12.38 IN
- **Length:** 57.5 IN
- **Width:** 27.5 IN

Weight:210 LB

Warranties:

- Eaton Selling Policy 25-000, one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

Specifications:

- **Type:** Single-Throw
- **Amperage Rating:** 800A
- **Enclosure:** NEMA 3R
- **Enclosure Material:** Painted galvanized steel
- **Fuse Class Provision:** Class L fuses
- **Fuse Configuration:** Fusible with neutral
- **Number Of Poles:** Three-pole
- **Number Of Wires:** Four-wire
- **Product Category:** Heavy Duty, Fusible with neutral
- **Voltage Rating:** 600V
- **Max Hp Rating:** 500 at 480 Vac TD 3 Ph, 500 at 600 Vac TD 3 Ph

Supporting documents:

- Eatons Volume 2-Commercial Distribution
- Eaton Specification Sheet - DH367NRK

Certifications:

- UL Listed

Product compliance: No Data

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INVERTER

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible

For North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

12-20 YEAR WARRANTY

Made in the USA from imported parts

SOLAREDGE'S USA-MANUFACTURED OFFERING FOR C&I ROOFTOPS AND CARPORTS

- Eligible for domestic content*: SolarEdge USA-manufactured inverters, when paired with certain SolarEdge USA-manufactured power optimizers, are intended to be eligible for the enhanced federal income tax credit for domestic content
- Pre-commissioning feature for automated validation of system components and wiring during the site installation process and prior to grid connection
- Easy two-person installation with lightweight, modular design (each inverter consists of two or three Synergy units and one Synergy Manager)
- Independent operation of each Synergy unit enables higher uptime and easy serviceability
- Built-in thermal sensors detect faulty wiring, ensuring enhanced protection and safety
- Built-in arc fault protection and rapid shutdown
- Built-in PID mitigation for maximized system performance
- Monitored** and field-replaceable surge protection devices, to better withstand surges caused by lightning or other events
- Built-in module-level monitoring with Ethernet or cellular communication for full system visibility

* For more details, see Eligibility for Domestic Content on the last page.

** Applicable only for DC and AC SPDs.

/ Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers	SE-DBL-USxxIBNxx	SE-TRI-USxxIBNxx				
Model Number	**SE80KUS**	**SE50KUS**	**SE100KUS**	**SE110KUS**	**SE120KUS**	**UNITS**
OUTPUT						
Total Rated AC Output Capacity	80,000	120,000				W
Rated AC Active Output Power	80,000	50,000	100,000	110,000	120,000	W
Maximum AC Apparent Output Power	80,000	50,000	100,000	120,000	120,000	VA
AC Output Line Connections	3W + PE, 4W + PE					
Supported Grids	WYE: TN-C; TN-S; TN-C-S; TT, IT; Delta: IT					
AC Output Voltage Minimum-Nominal-Maximum[1] (L-N)	244 – 277 – 305	105 – 120 – 132.5	244 – 277 – 305			Vac
AC Output Voltage Minimum-Nominal-Maximum[1] (L-L)	422.5 – 480 – 529	183 – 208 – 229	422.5 – 480 – 529			Vac
AC Frequency Minimum-Nominal-Maximum[1]	59.5 – 60 – 60.5					Hz
Maximum Continuous Output Current (per phase, PF=1)	96.5	139.5	120	144.3		Aac
GFDI Threshold	1					A
Utility Monitoring, Islanding Protection, Configurable Power Factor, Country Configurable Thresholds	Yes					
Total Harmonic Distortion	≤ 3					%
Power Factor Range	±0.85 to 1					
INPUT[2]						
Maximum DC Power (Module STC) Inverter / Synergy Unit	140,000 / 70,000	87,500 / 29,165	175,000 / 58,300	210,000 / 70,000		W
Transformer-less, Ungrounded	Yes					
Maximum Input Voltage DC+ to DC-	1000	600	1000			Vdc
Operating Voltage Range	850 – 1000	370 – 600	850 – 1000			Vdc
Maximum Input Current	2 x 48.25	3 x 46.5	3 x 40	3 x 48.25		Adc
Reverse-Polarity Protection	Yes					
Ground-Fault Isolation Detection	167kΩ sensitivity per Synergy Unit[3]					
CEC Weighted Efficiency	98.5	97	98.5			%
Nighttime Power Consumption	< 8	< 12				W
ADDITIONAL FEATURES						
Supported Communication Interfaces[4]	2 x RS485; Ethernet; Wi-Fi (optional); Cellular (optional)					
Smart Energy Management	Export Limitation					
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection					
Arc Fault Protection	Built-in, user configurable (according to UL 1699B)					
Photovoltaic Rapid Shutdown System	NEC 2014 – 2023, built-in, if paired with C651U					
PID Rectifier	Nighttime, built-in					
RS485 Surge Protection (ports 1+2)	Type II, field replaceable, integrated					
AC, DC Surge Protection	Type II, field replaceable, integrated					
DC SAFETY SWITCH						
DC Disconnect	Built-in					
STANDARD COMPLIANCE						
Safety	UL 1699B; UL 1741; UL 1741 SA; UL 1741 SB; UL 1998; CSA C22.2#107.1; Canadian AFCI according to T.I.L. M-07					
Grid Connection Standards	IEEE 1547-2018, Rule 21, Rule 14 (HI)					
Emissions	FCC Part 15 Class A					

(1) For other regional settings please contact SolarEdge support.
(2) For compatibility of inverters and power optimizers, see this technical note.
(3) Where permitted by local regulations.
(4) For specifications of the optional communication options, visit the Communication product page or the Knowledge Center to download the relevant product datasheet.

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers		SE-DBL-USxxIBNxx	SE-TRI-USxxIBNxx				
Model Number		SE80KUS	SE50KUS	SE100KUS	SE110KUS	SE120KUS	UNITS
INSTALLATION SPECIFICATIONS							
Number of Synergy Units per Inverter		2	3				
AC Maximum Conduit Size		2 ½"					in
AC Maximum Conductor Size Line / PE		4/0 AWG / 1/0 AWG					
DC Maximum Conduit Size		1 x 3"; 2 x 2"					in
Inverter Unit / Synergy Manager	Multi-input (fuse-less)[5] (SE-xxx-USxxIxxSx)	6 / 3 pairs; 6 – 12 AWG	9 / 3 pairs; 6 – 12 AWG				
	Combined input (fuse-less) (SE-xxx-USxxIxxWx)	N/A	3 pairs / 1 pair, 2 – 4 AWG; copper or aluminum				
Dimensions (H x W x D)		Synergy Unit: 22 x 12.9 x 10.75 / 558 x 328 x 273 Synergy Manager: 14.17 x 22.4 x 11.6 / 360 x 560 x 295					in / mm
Weight		Synergy Unit: 70.4 / 32 Synergy Manager: 39.6 / 18					lb / kg
Operating Temperature Range		-40 to +140 / -40 to +60[6]					°F / °C
Cooling		Fan (user replaceable)					
Noise		< 67					dBA
Protection Rating		NEMA 3R					
Mounting		Brackets provided					

(5) Fusing is not included with the multi-input version of the Synergy Manager.
(6) For power derating information, see the Temperature Derating technical note for North America.

*Eligibility for Domestic Content

As it relates to the domestic content rules, the U.S. Department of Treasury and the IRS have not yet issued proposed or final regulations. Rather, the IRS has issued three notices - Notice 2023-38, Notice 2024-41 and Notice 2025-08. These notices provide guidance regarding the domestic content rules. SolarEdge products referenced herein are manufactured with the intent to be eligible for inclusion under the elective safe harbor table in calculating the Domestic Cost Percentage under the "Rooftop (MLPE)" category (under IRS Notices 2024-41 and 2025-08, depending on the PN used – see chart below). Eligibility is subject to the installation of qualified USA-Manufactured inverters and Power Optimizers (C651U) in the same project. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% Domestic Content bonus, to determine how the applicable rules apply to your project. The forward-looking statements in this document are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

PN	Domestically produced MPCs per notice 2024-41*	Domestically produced MPCs per notice 2025-08*
USESUK-USR0INNN**6**, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN**8**, when paired with C651U	Printed Circuit Board Assemblies, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)

SolarEdge is a global leader in smart energy technology. By leveraging world-class engineering capabilities and with a relentless focus on innovation, SolarEdge creates smart energy solutions that power our lives and drive future progress.

SolarEdge developed an intelligent inverter solution that changed the way power is harvested and managed in photovoltaic (PV) systems. The SolarEdge DC optimized inverter maximizes power generation while lowering the cost of energy produced by the PV system.

Continuing to advance smart energy, SolarEdge addresses a broad range of energy market segments through its PV, storage, EV charging, UPS, and grid services solutions.

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Cautionary Note Regarding Market Data and Industry Forecasts: This brochure may contain market data and industry forecasts from certain third-party sources. This information is based on industry surveys and the preparer's expertise in the industry and there can be no assurance that any such market data is accurate or that any such industry forecasts will be achieved. Although we have not independently verified the accuracy of such market data and industry forecasts, we believe that the market data is reliable and that the industry forecasts are reasonable.

CE

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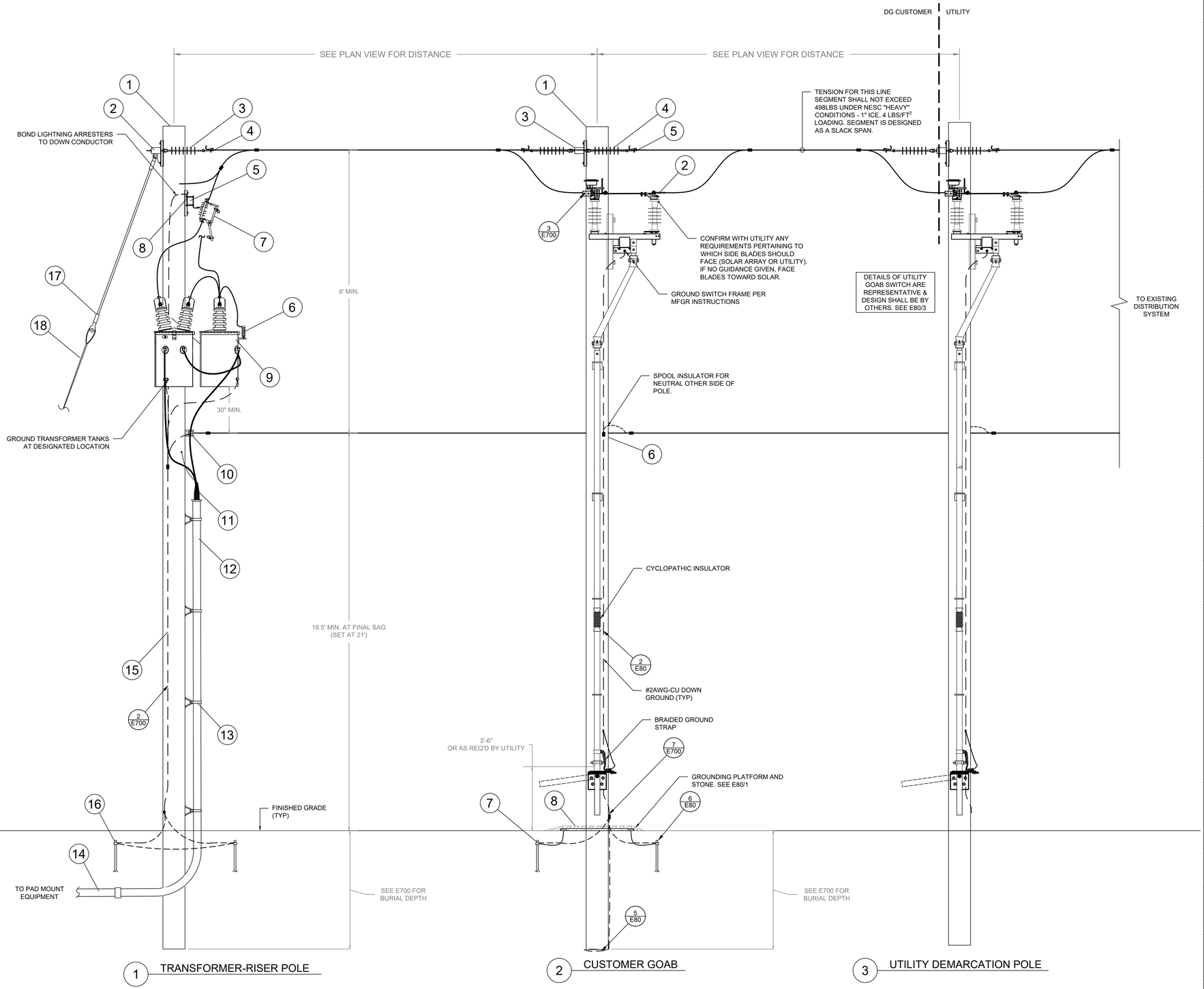
RISER POLE BILL OF MATERIALS

Callout #	Qty	Equipment Name	Equipment Specification
1	1	Treated Wood Pole	45 foot pole (or higher to match Utility Pole Height) Class 2.
2	1	Dead End Cross Arm	8' Fiberglass
3	3	Dead End Insulator	15kV Polymer
4	3	Strain Clamps	Coordinate with Supply Conductors; See table
5	2	Tangent Cross Arm	8' Fiberglass
6	3	Surge Arrester w/ Wildlife Covers	Riser Class. See line diagram for MCOV rating.
7	3	Polymer Fused Cutout with mounting hardware	100A body, see line diagram for ampere rating and speed.
8	3	Cutout Bracket	Cutout bracket for crossarm
9	3	Liquid Filled Pole Mount Transformers	KVA varies by site. Provide wildlife protectors if not furnished with transformer.
10	1	Insulated Spool Clevis & Preform Grip	For Neutral Wire
11	1	Cable Grip	Basket style cable grip--attach to pole with lag bolt to support conductors
12	20'	Schedule 80 PVC Conduit	Note: parallel conductors must be separated unless specifically allowed.
13	As needed	Conduit standoff supports	Coordinate with riser conduit size and quantity.
14	As needed	Schedule 40 PVC Conduit	After 90° fitting - to pad mounted equipment.
15	As needed	#2AWG-CU Solid	Ground/Down Conductor
16	2	Ground Rod	5/8" x 10' Coppperweld
17	1	Fiberglass guy strain	10' or as needed to extend past exposed live parts
18	As needed	Guy Wire	3/8" EHS Galvanized with preform grips
19	1	Guy Wire Guard	Yellow, 8' minimum
20	1	Guy Anchor	As required for loading and soil conditions. 10" dia. Helix, 1-1/4" x 96" rod min.
	As needed	Overhead Wire	477kcmil AAC, for phase and neutral conductors
	As needed	Copper covered "tap/riser" wire. 110 mils polyethylene covering	#2AWG-CU For all connections below main conductors.
	As needed	Conductor connectors	Parallel groove clamp; coordinate sizing with conductors.
	As needed	C-Crimps for Ground	#2AWG-CU TO #2 AWG-CU
	16'	1" Half-Round	For down conductor
	As needed	Staples	Barbed Square Shank
	As needed	Mounting Hardware	Lags, Bolts, Nuts, Washers as required

GOAB POLE BILL OF MATERIALS

Callout #	Qty	Equipment Name	Equipment Specification
1	1	Treated Wood Pole	45 foot pole (or higher to match Utility Pole Height) Class 2.
2	1	GOAB Switch	15kV, 600A, Horizontal Configuration, Ground Operator - Torsional, 1.5" OD Pipe Control
3	1	Dead End Cross Arm	8' Fiberglass
4	6	Dead End Insulator	15kV Polymer
5	6	Strain Clamps	Coordinate with Supply Conductors
6	1	Insulated Spool Clevis & Preform Grip	For Neutral Wire
7	2	Ground Rod	5/8" x 10' Coppperweld
8	1	Galvanized Steel Grate & #2 Stone	See detail Sheet E700
	As needed	ACSR Overhead Wire	477kcmil AAC, for phase and neutral conductors
	As needed	Copper covered "tap/riser" wire. 110 mils polyethylene covering	#2AWG-CU For all connections below main conductors.
	6	Compression Fittings for GOAB	2-hole NEMA. Coordinate with Supply Conductors.
	As needed	Conductor connectors	Parallel groove clamp; coordinate sizing with conductors.
	As needed	#2AWG-CU Solid	Ground/Down Conductor
	As needed	C-Crimps for Ground	#2AWG-CU TO #2 AWG-CU
	16'	1" Half-Round	For down conductor
	As needed	Staples	Barbed Square Shank
	As needed	Mounting Hardware	Lags, Bolts, Nuts, Washers as required
	1	Padlock for LOTO	If required by utility/owner
	Lot	Labels	"PHOTOVOLTATIC (SOLAR) AC DISCONNECT", Site Plan Label, others as required by utility.



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NEW AGE ENGINEERING

ELECTRICAL CERTIFICATION

LICENSED PROFESSIONAL ENGINEER
DAVID C. HERNANDEZ
062-068288
OF ILLINOIS
Exp. 11/30/25

TYPICAL MV ELEVATIONS ILLINOIS PORTFOLIO

DRAWN BY
JS

CHECKED BY

DATE
23-Sep-2024

DRAWING LEVEL
ISSUED FOR CONSTRUCTION

REV.	DATE	DRAWING LEVEL
A		
B		
C		
D		
E		

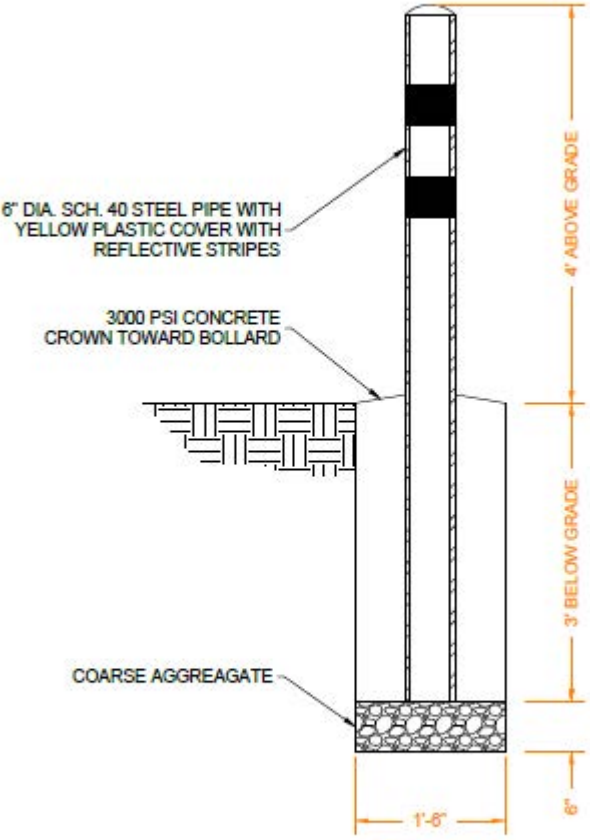
SHEET SIZE
36X24 SHOULD MEASURE 1":

SCALE
NTS

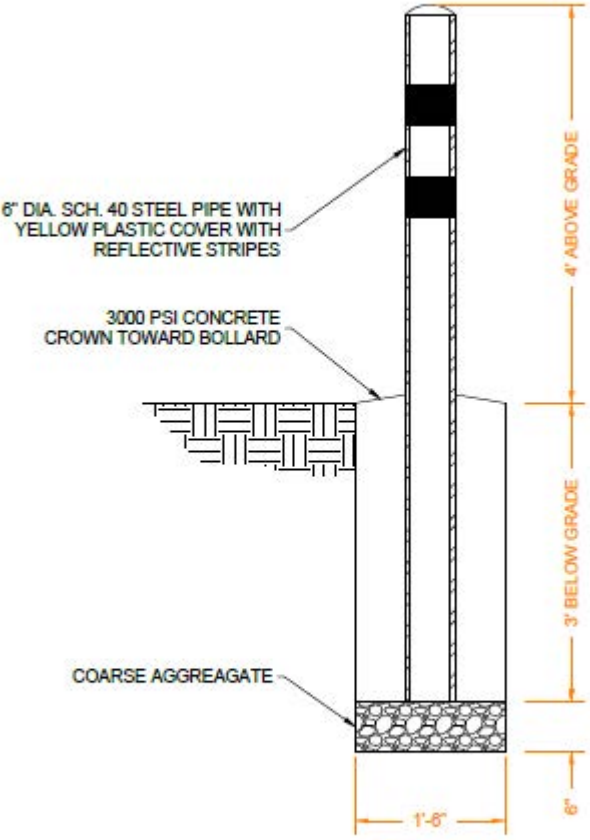
SHEET TITLE

E81

MEDIUM VOLTAGE ELEVATIONS



2 / E12 BOLLARD DETAILS
SCALE: 1:12



2 / E12 BOLLARD DETAILS
SCALE: 1:12

REVISES STANDARD DATED 12-11-15

COMPATIBLE UNITS AVAILABLE IN PASSPORT

PORTIONS OF THIS STANDARD ARE COLORIZED FOR CLARITY

11-18-16
C9105
PAGE 1 OF 11

PRIMARY METERING METER

INSTALLATION OF METERING EQUIPMENT AND GROUNDS

TYPE OF INSTALLATION
POLE HEIGHT

C9105.1 _ METER ON ComEd OWNED PRIMARY METERING POLE (14)
.2 _ METER ON CUSTOMER OWNED STRUCTURE (14)
._ B 30 FEET
._ C 35 FEET
._ D 40 FEET
._ E 45 FEET
._ F 50 FEET
._ G 55 FEET

ITEM	CAT ID DESCRIPTION TABLE-1	CAT ID	UNIT	QUANTITY .1_	QUANTITY .2_
A	COMPOUND, MECHANICAL, SEALING, 5 LB. PACKAGE, PER C-9493.	0000350004	EA	1	1

ITEM	CAT ID DESCRIPTION TABLE-2	CAT ID	UNIT	QUANTITY ._B	._C	._D	._E	._F	._G
AA	**GROUNDING INSTALLATION C8550. ___** (2)			1	1	1	1	1	1

CUSTOMER TO PROVIDE AND INSTALL

ITEM	TABLE-3 (1)	ComEd CAT ID	UNIT	QUANTITY
D	BODY, CONDUIT, 1 IN., TYPE LB, RIGID, THREADED, EM-59045 DATED	0000372428	EA	1
E	LOCKNUT, CONDUIT, 1 IN., THREADED, RIGID, GALVANIZED, APPLETON	0000373501	EA	1
F	BUSHING, CONDUIT, 1 IN., THREADED RIGID TYPE, GALVANIZED, NON-	0000372659	EA	1
H	CONDUIT, RIGID, 1 IN. X 10 FT., HOT DIPPED GALVANIZED, THREADE	0000376169	FT	5
J	CLAMP, CONDUIT, 1 IN. RIGID, ONE HOLE, GALVANIZED MALLEABLE IR	0000372811	EA	2
K	SCREW, LAG, U-GUARD, 1/4 IN. X 2-1/2 IN. WITH PRE-ASSEMBLED WA	0000384230	EA	7
L	CONNECTOR, BAR TAP, #10 SOLID TO #2 STR. CABLE TO 1/4 IN. MAX.	0000368764	EA	1
M	BRACE, STEEL, HOT GALVANIZED, 10 IN. X 1-1/2 IN. X 3/16 IN., 90 DEG. TWIST	0000382072	EA	2
N	SCREW, LAG, 1/2 X 3 IN., SQUARE HEAD, HOT GALVANIZED STEEL, TW	0000381359	EA	2
P	BOLT, SQUARE HEAD, 1/2 -13 X 1-1/2 IN., HOT GALVANIZED, WITH S	0000381129	EA	4
R	COVER, CONDUIT BODY, 1 IN., BLANK, STAMPED STEEL, EM-59046 DAT	0000373127	EA	1
S	NIPPLE, PIPE, 1 IN. X 1-1/2 IN. LONG, SCH. 40, ASTM A-53 / A-1	0000553759	EA	1
T	CONNECTOR, COMPRESSION, 1/0 OR 2/0 STR RUN TO #8 SOL OR 2 STRD	0000368544	EA	1
AD	WIRE,COPPER, CONTROL & INSTRUMENT, WEATHER RESISTANT, #4, SOLI	0000356408	EA	5

NOTES:

APPLICATION

- THIS STANDARD SHALL BE USED TO INSTALL METERING EQUIPMENT AND GROUNDS FOR PRIMARY METERING INSTALLATIONS.

SUPPLEMENTARY MATERIAL

(1) CUSTOMER TO PROVIDE AND INSTALL CECHA APPROVED METER CABINET AND MATERIAL IN TABLE-3.

(2) FROM C8550, OMIT ITEMS "A", "AA OR AD", AND "L". CONNECT GROUND WIRES AS SHOWN IN FIGURE-1, "3-WIRE GROUNDING" OR FIGURE-2, "4-WIRE GROUNDING".

(3) A 650V BYPASS PROTECTOR IS REQUIRED AND FURNISHED ONLY ON CURRENT TRANSFORMERS RATED 10 THROUGH 50 AMPERES.

INFORMATION

(11) CABINET MUST BE LEVEL AND PLUMB.

(12) BEND ITEM "M" TO FIT AFTER CABINET IS LEVEL.

(13) ENLARGE MOUNTING HOLES ON THIS SIDE OF CABINET FOR 1/2" BOLTS.

(14) ComEd TARIFFS PROVIDE FOR METER CABINET TO BE INSTALLED ON ComEd OWNED POLE OR CUSTOMER OWNED STRUCTURE IN CERTAIN PRIMARY METERING SITUATIONS.

(15) CASE GROUND POTENTIAL TRANSFORMERS, CURRENT TRANSFORMERS AND TERMINAL BOX, BY MOUNTING TO EQUIPMENT PLATFORM. EQUIPMENT PLATFORM IS GROUNDED TO PRIMARY GROUND ROD, AS CALLED FOR IN C9106, C9107, C9108, OR C9190.

(16) GROUND METER FITTING CASE TO THE SECONDARY GROUND ROD.

(17) FOR POLES WITH NO NEUTRAL CONDUCTOR, CONNECT DIRECTLY TO THE POLE GROUND.

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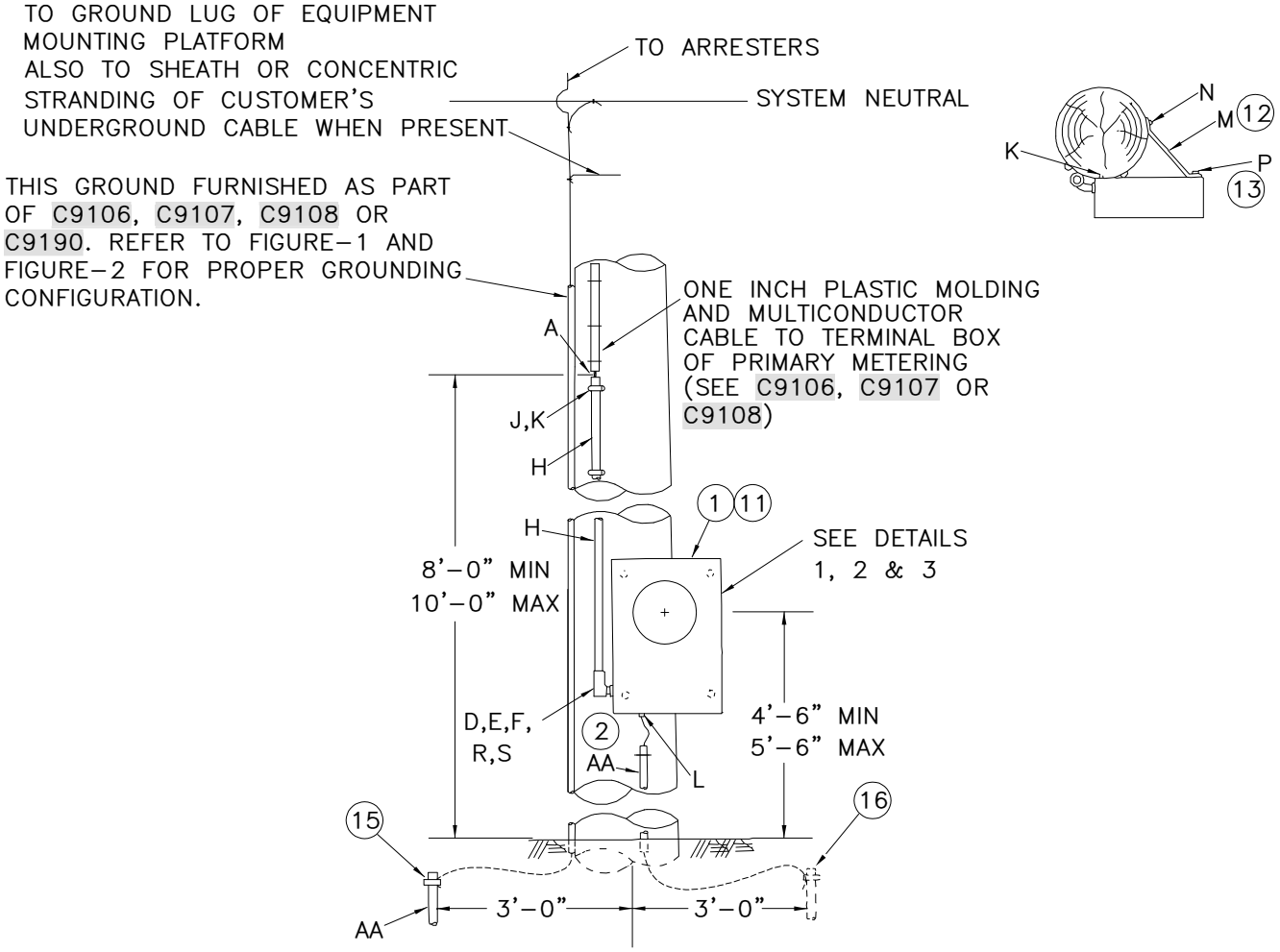
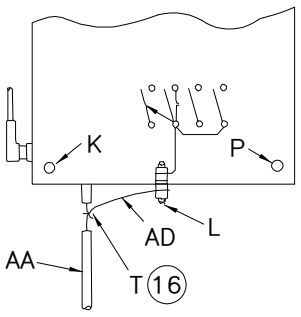
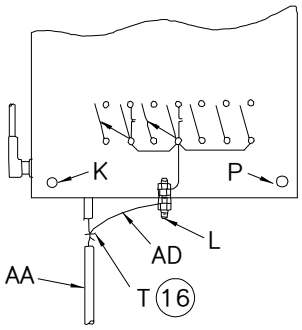


C9105.1_

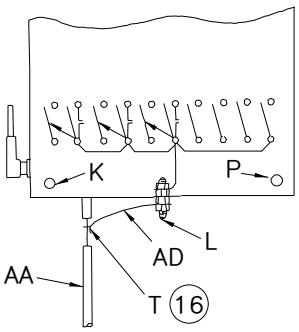
METER ON ComEd OWNED PRIMARY METERING POLE
(SEE DETAIL-4 FOR OVERALL PICTURE)



DETAIL-1
SINGLE PHASE



DETAIL-2
3-PHASE, 3-WIRE



DETAIL-3
3-PHASE, 4-WIRE

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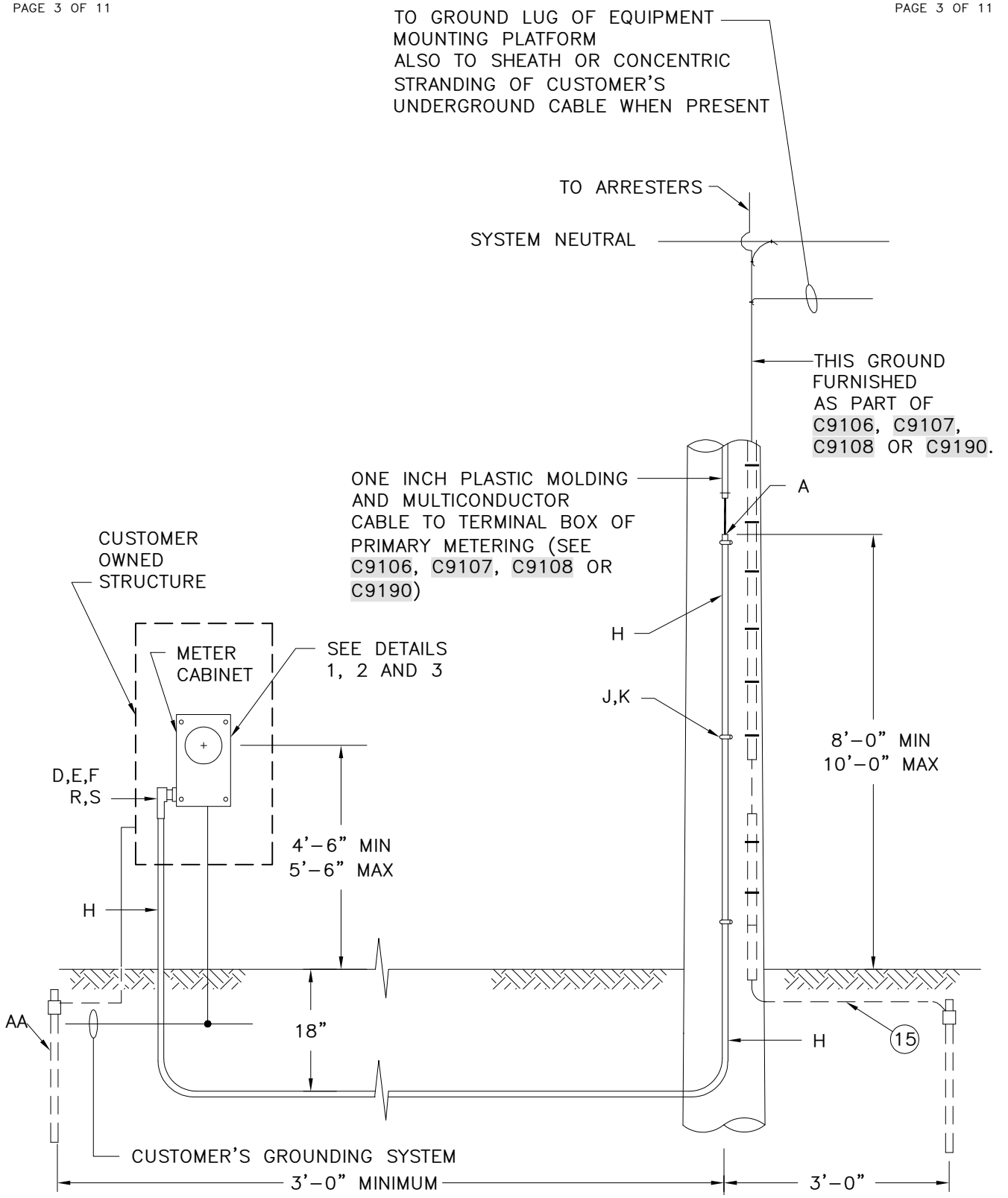

C9105.2_

METER ON CUSTOMER OWNED STRUCTURE
(SEE DETAIL-5 FOR OVERALL PICTURE)

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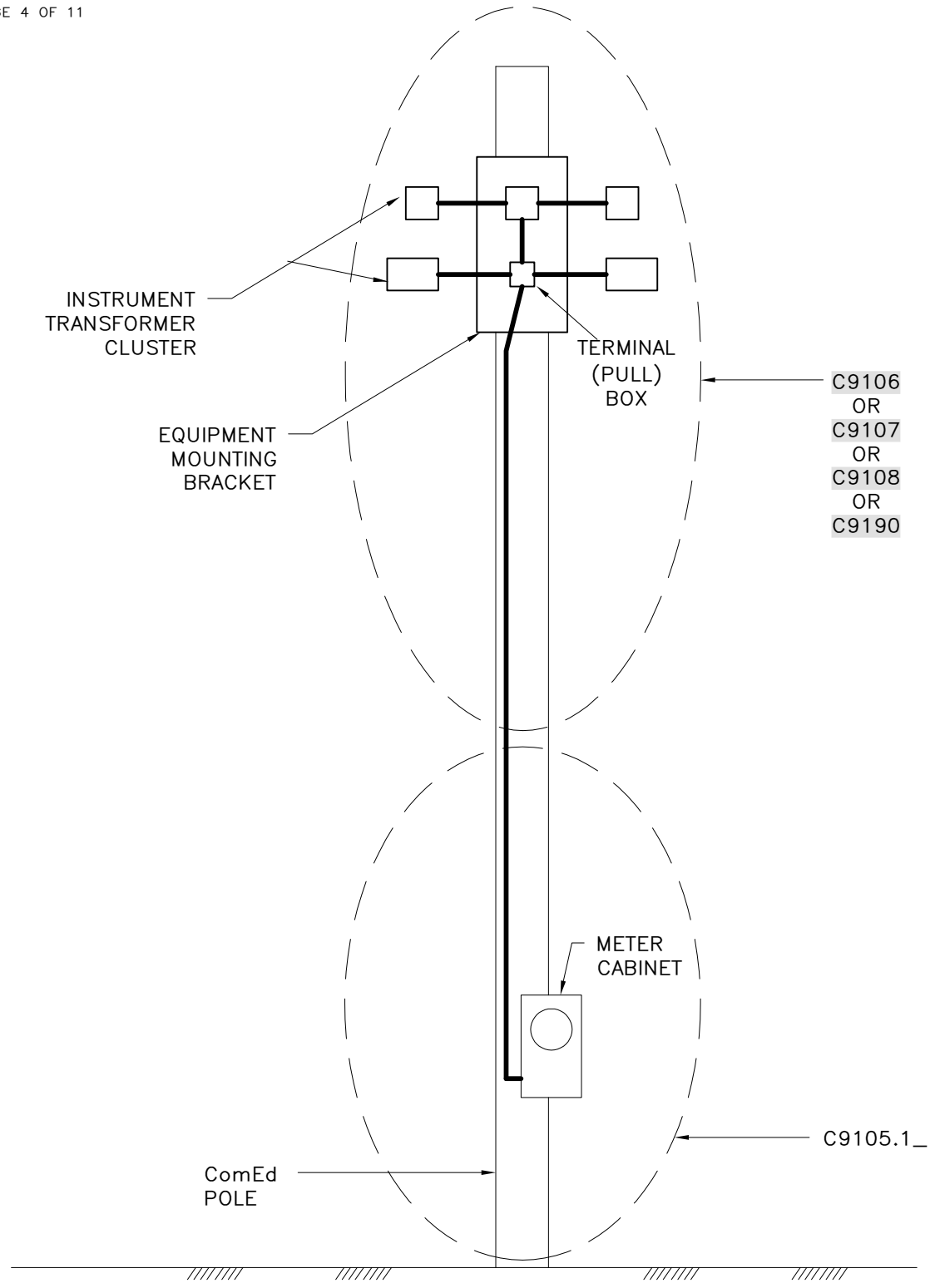

DETAIL-4

METER ON PRIMARY METERING POLE

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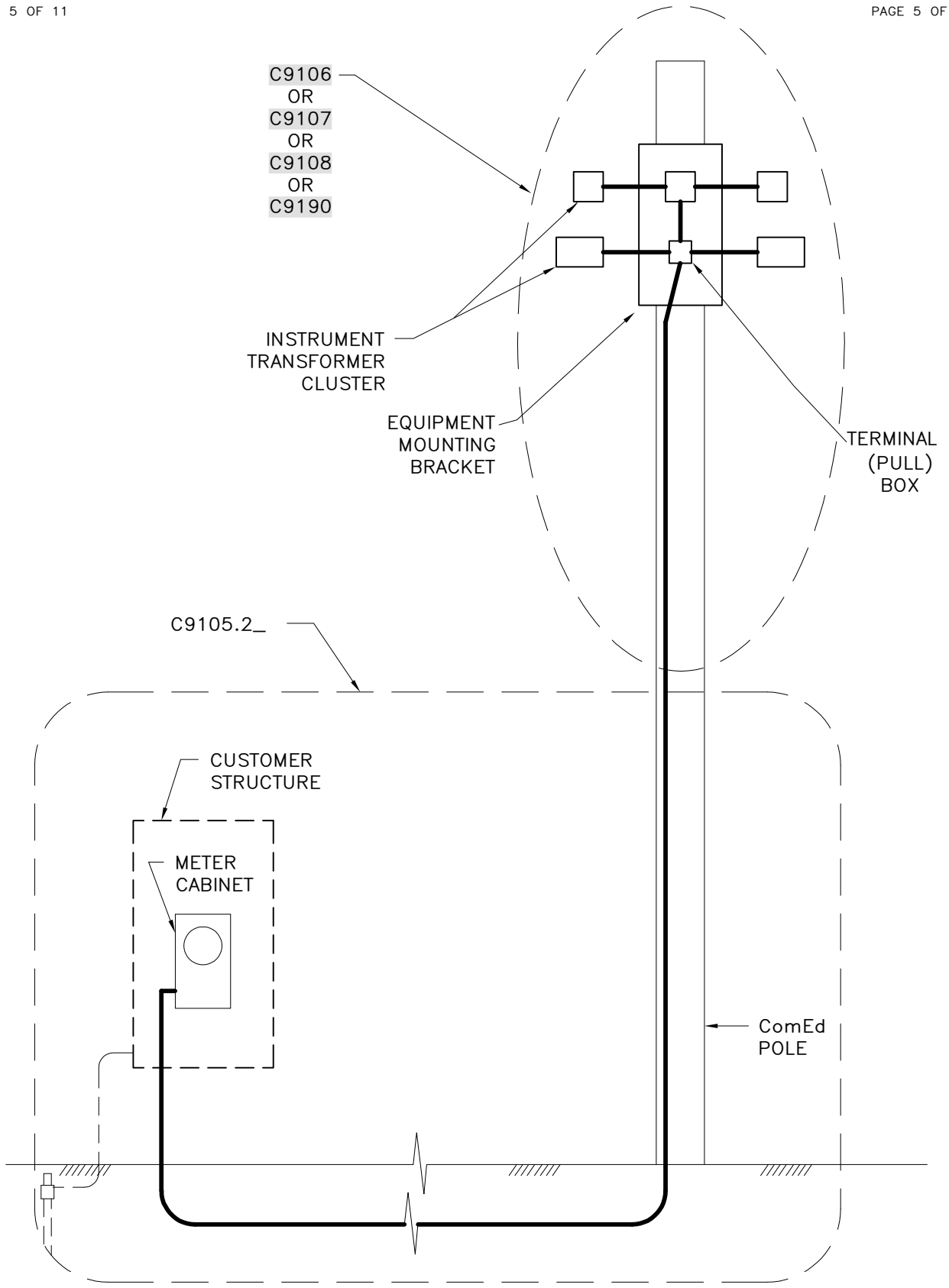

DETAIL-5

METER ON CUSTOMER OWNED STRUCTURE

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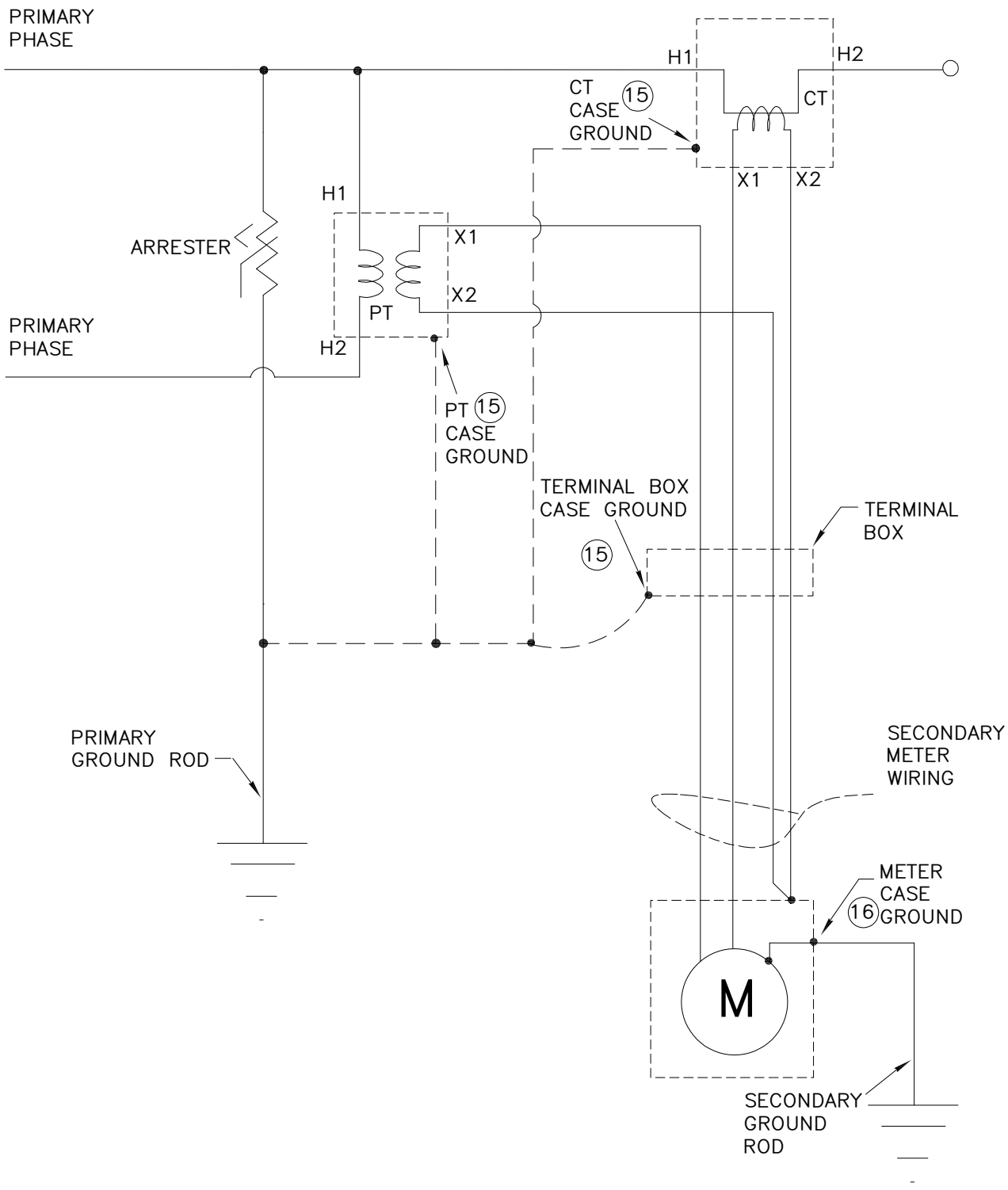

FIGURE-1

3-WIRE GROUNDING

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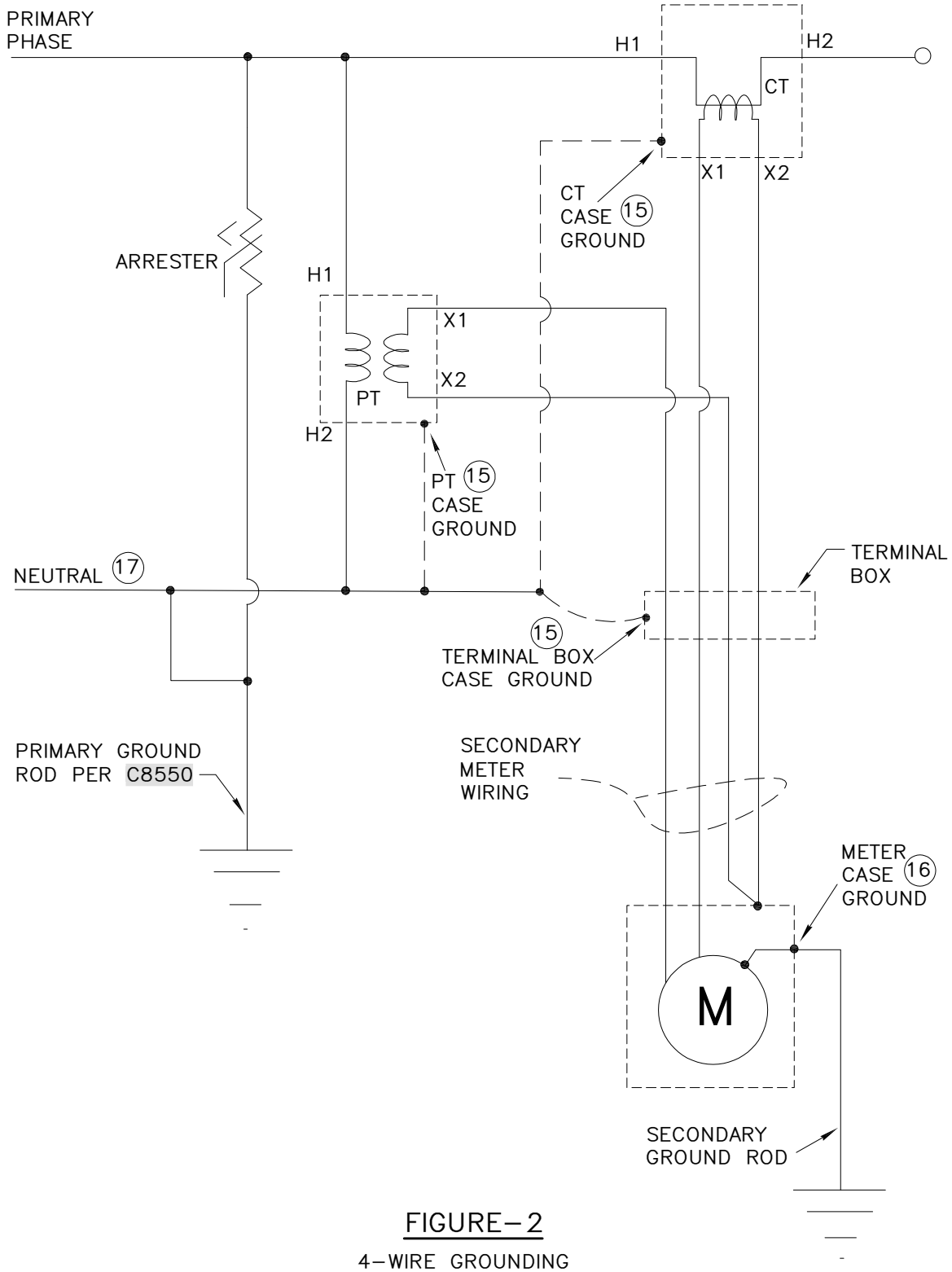

FIGURE-2

4-WIRE GROUNDING

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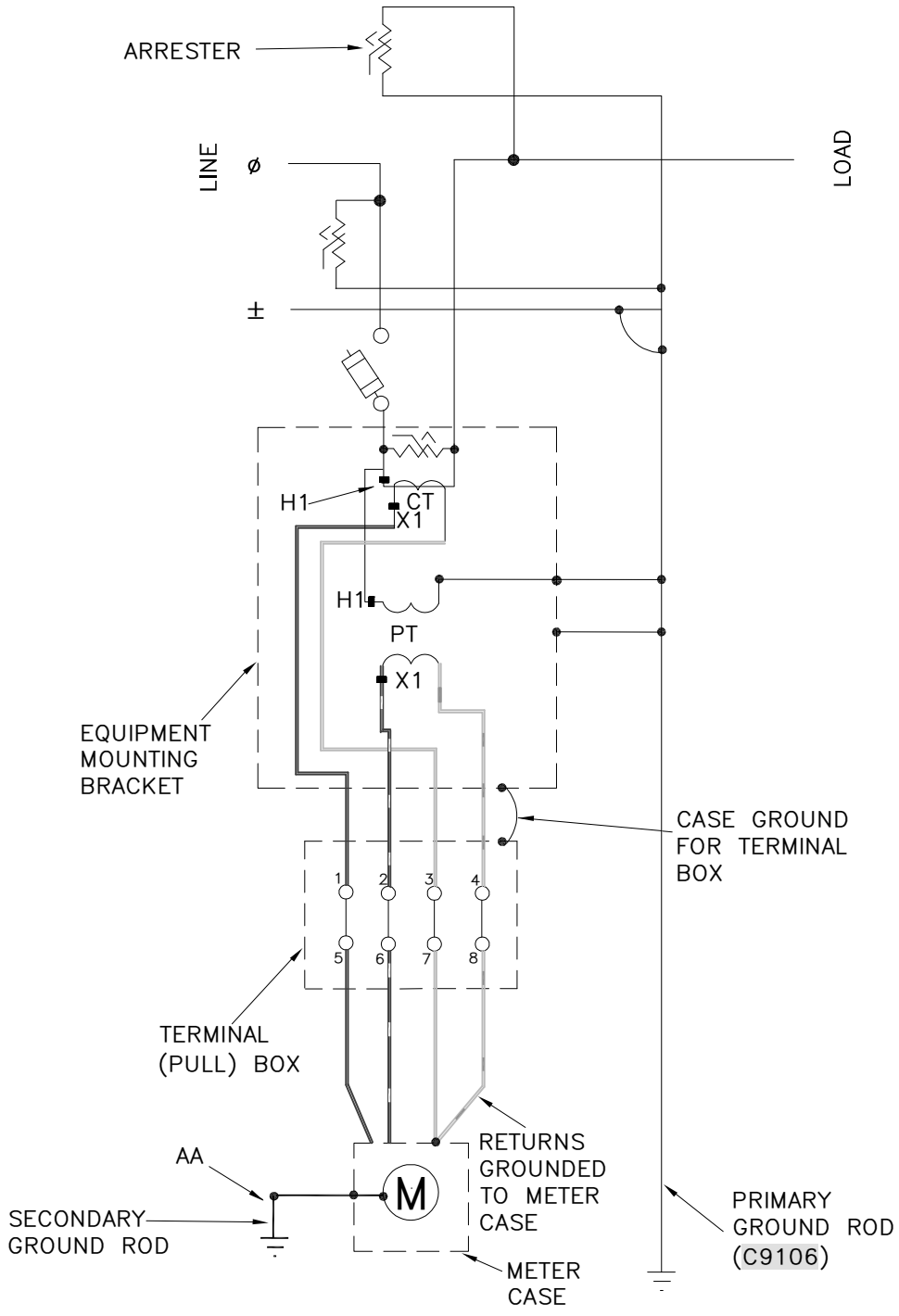

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
CT	1	RED	3	WHITE
PT	2	RED/ WHITE TRACER	4	WHITE/ORANGE TRACER

FIGURE-3

1-PHASE, 2 TRANSFORMER PRIMARY METERING

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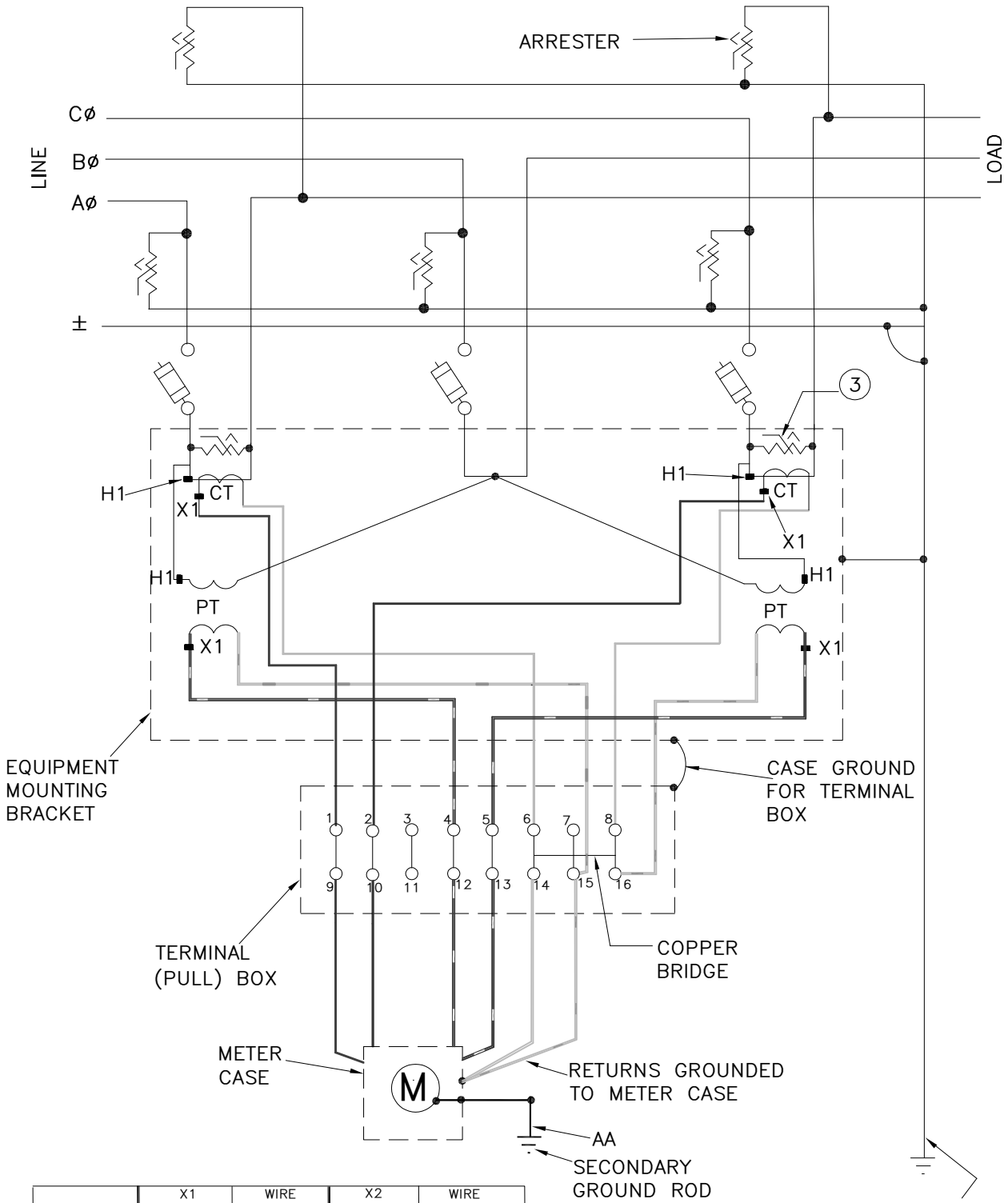
PAGE 9 OF 11



TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
Aø CT	1	RED	6	WHITE
Cø CT	2	BLUE	8	WHITE
Aø PT	4	RED/ WHITE TRACER	15	WHITE/ORANGE TRACER
Cø PT	5	BLUE/ WHITE TRACER	16	WHITE/ORANGE TRACER

FIGURE-4

3-PHASE, 3-WIRE, 4 TRANSFORMER PRIMARY METERING

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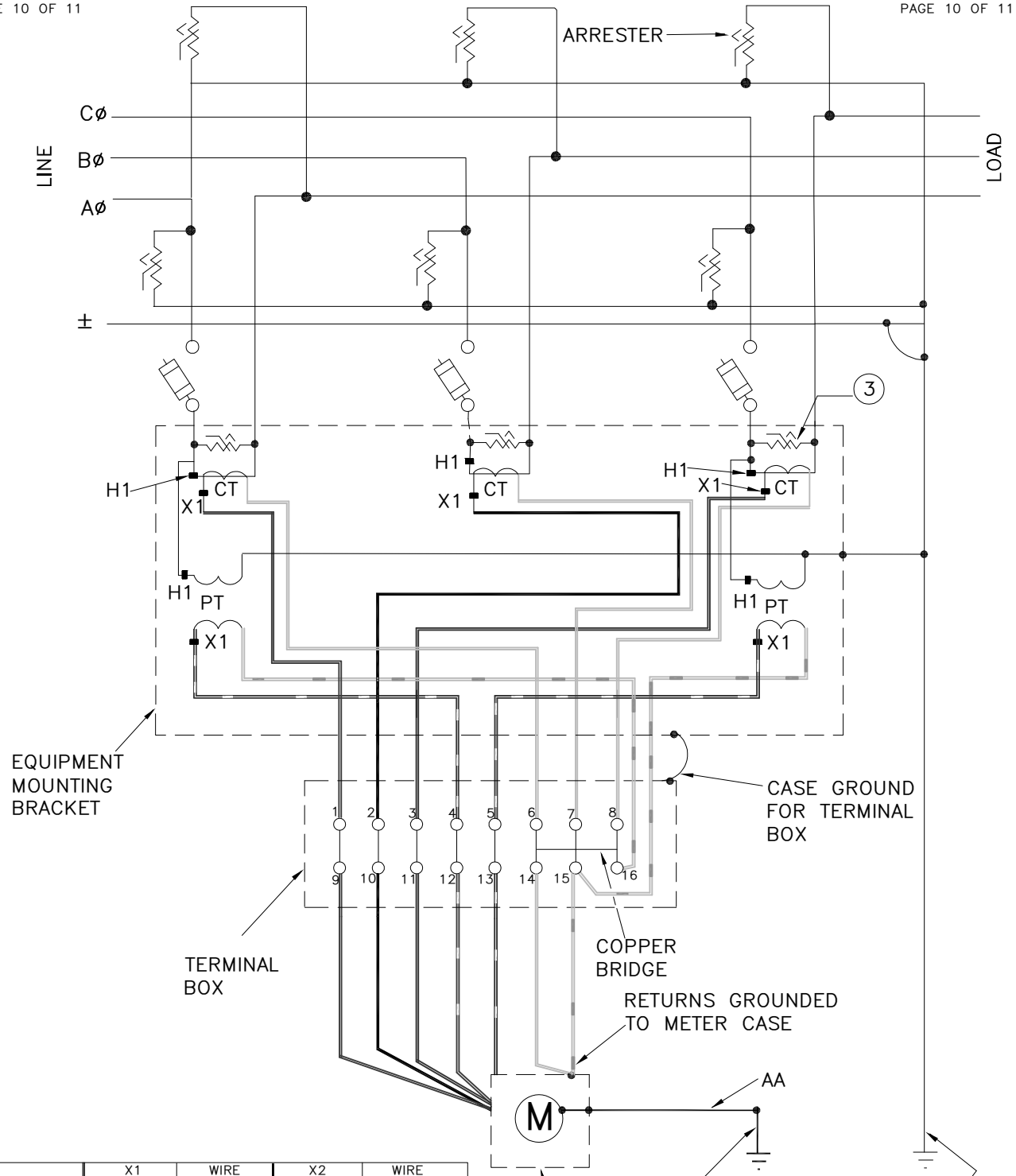

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
Aø CT	1	RED	6	WHITE
Bø CT	2	BLACK	7	WHITE
Cø CT	3	BLUE	8	WHITE
Aø PT	4	RED/ WHITE TRACER	16	WHITE/ORANGE TRACER
Cø PT	5	BLUE/ WHITE TRACER	15	WHITE/ORANGE TRACER

FIGURE-5

3-PHASE, 4-WIRE, 5-TRANSFORMER CLUSTER

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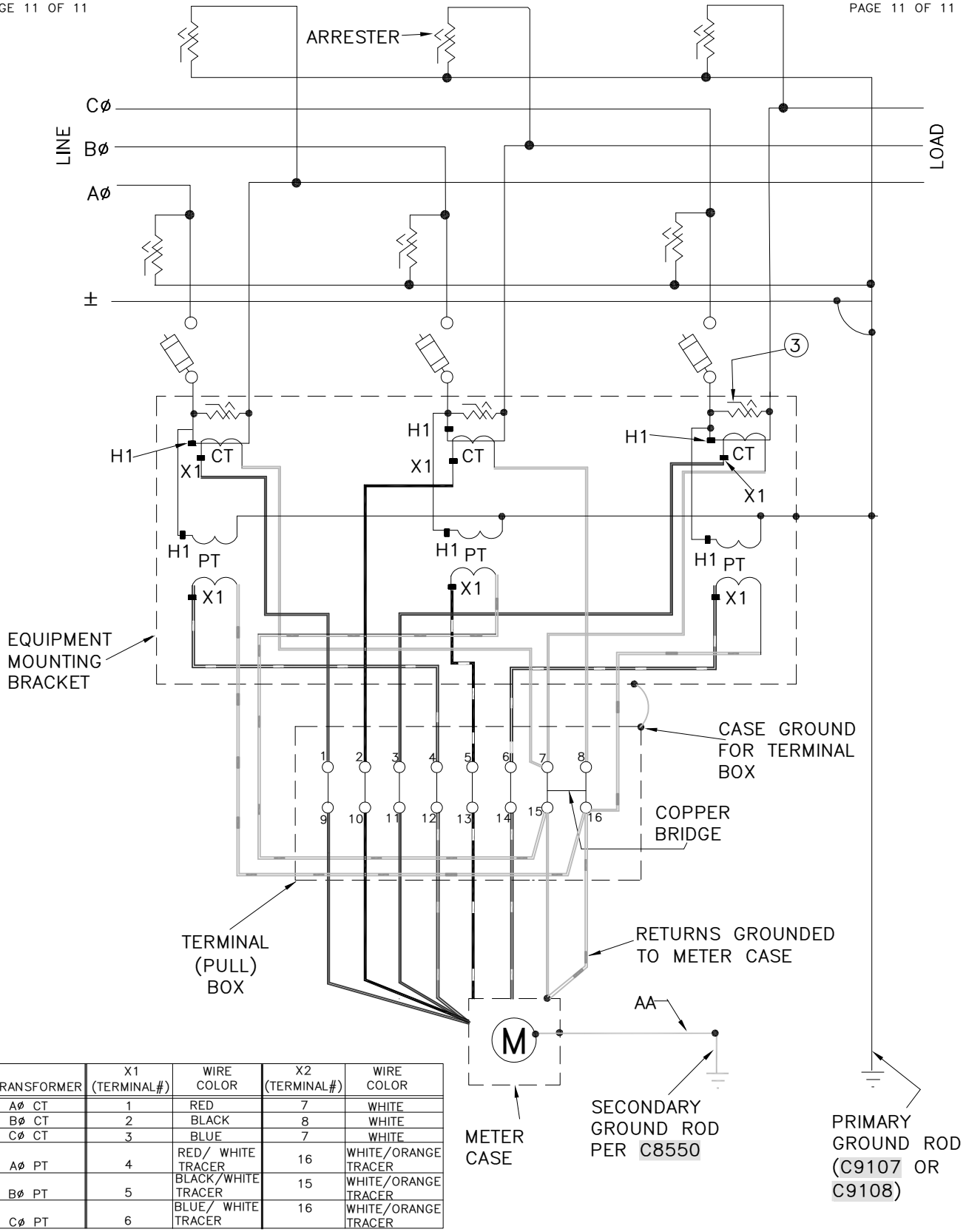

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
Aø CT	1	RED	7	WHITE
Bø CT	2	BLACK	8	WHITE
Cø CT	3	BLUE	7	WHITE
Aø PT	4	RED/ WHITE TRACER	16	WHITE/ORANGE TRACER
Bø PT	5	BLACK/WHITE TRACER	15	WHITE/ORANGE TRACER
Cø PT	6	BLUE/ WHITE TRACER	16	WHITE/ORANGE TRACER

FIGURE-6

3-PHASE, 4-WIRE, 6-TRANSFORMER CLUSTER

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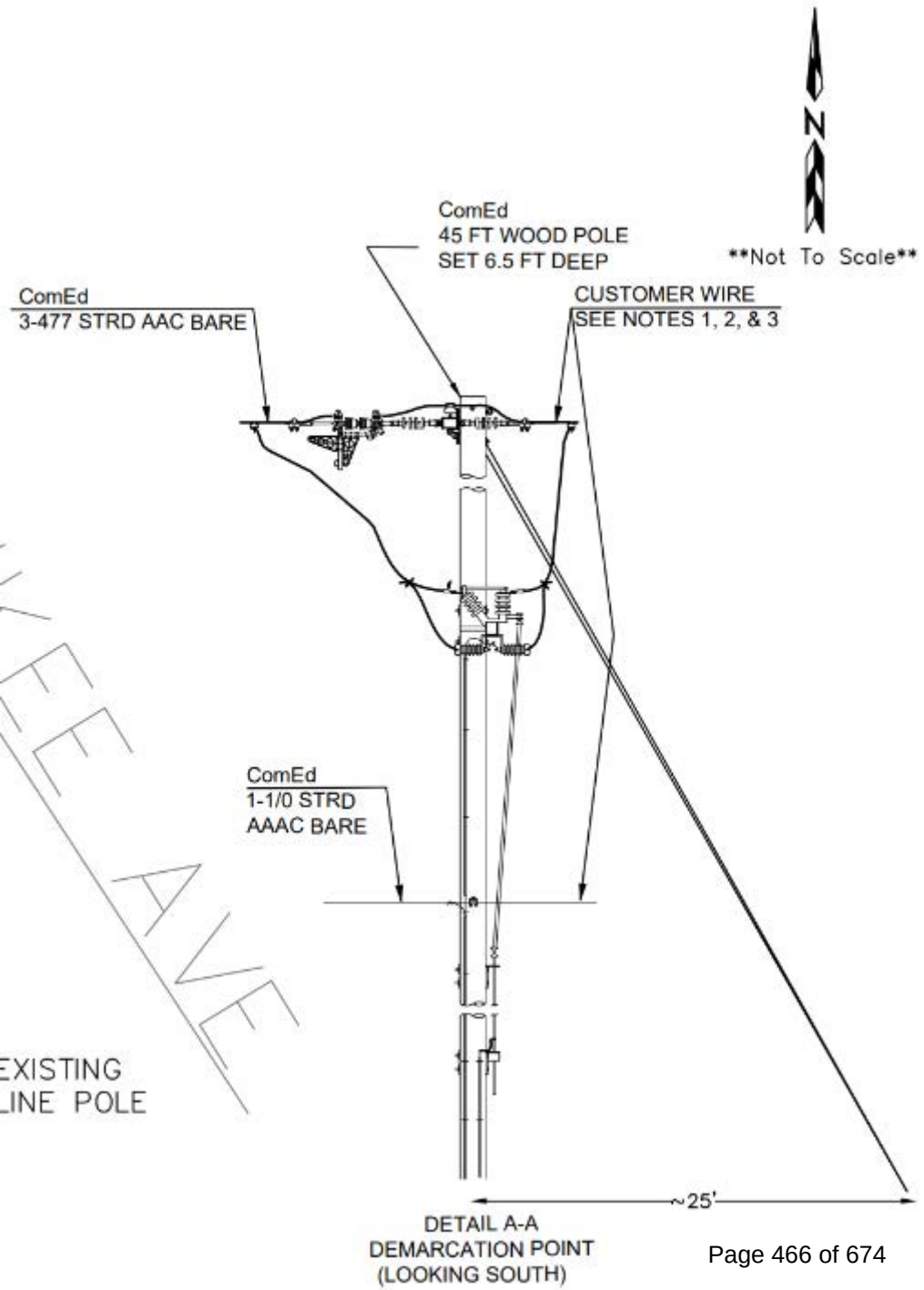
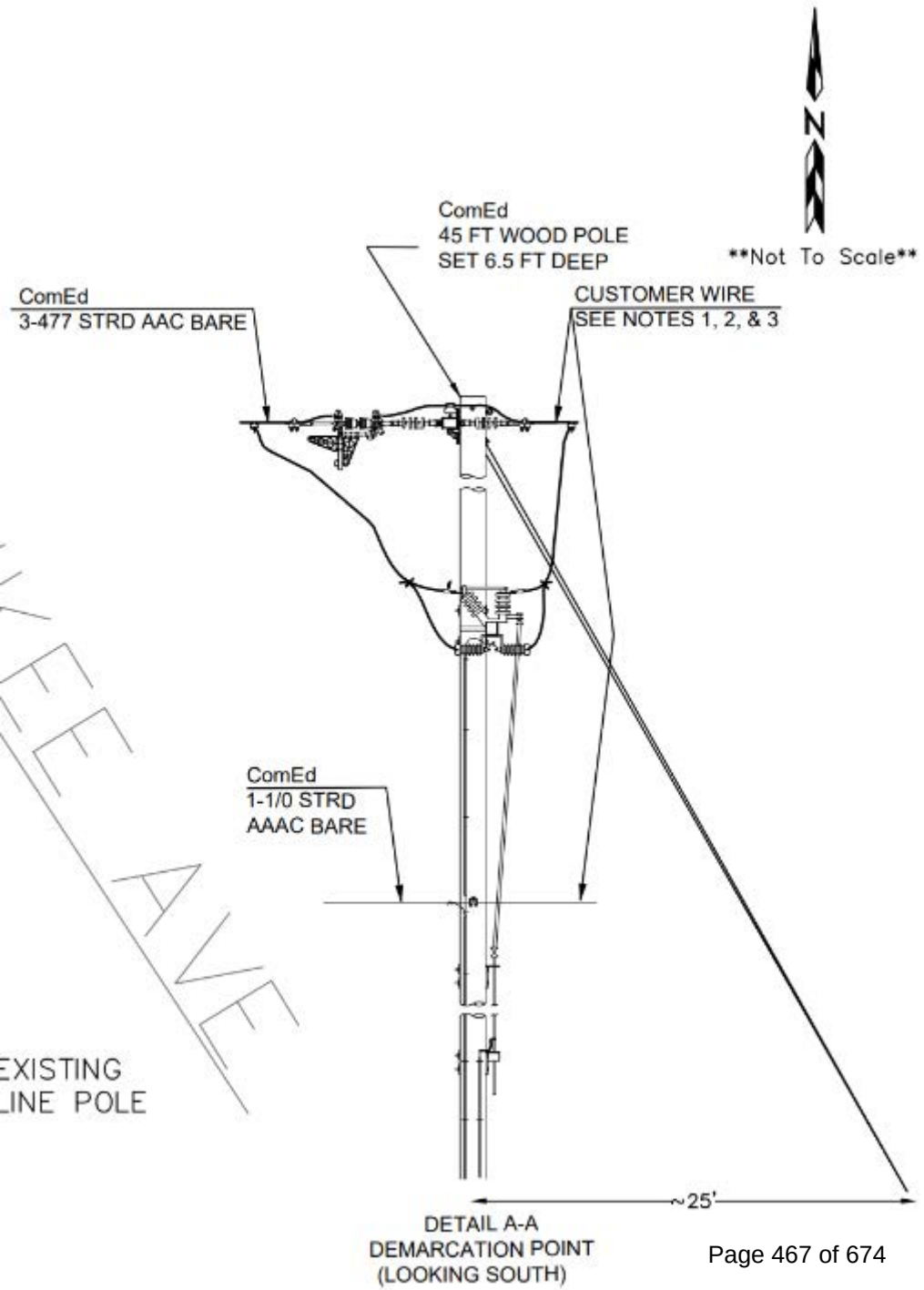


DETAIL A-A
DEMARCATION POINT
(LOOKING SOUTH)



DETAIL A-A
DEMARCATION POINT
(LOOKING SOUTH)

Heavy Duty Safety Switch

DH367NRK

UPC:782113639277

Dimensions:

- **Height:** 12.38 IN
- **Length:** 57.5 IN
- **Width:** 27.5 IN

Weight:210 LB

Warranties:

- Eaton Selling Policy 25-000, one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

Specifications:

- **Type:** Single-Throw
- **Amperage Rating:** 800A
- **Enclosure:** NEMA 3R
- **Enclosure Material:** Painted galvanized steel
- **Fuse Class Provision:** Class L fuses
- **Fuse Configuration:** Fusible with neutral
- **Number Of Poles:** Three-pole
- **Number Of Wires:** Four-wire
- **Product Category:** Heavy Duty, Fusible with neutral
- **Voltage Rating:** 600V
- **Max Hp Rating:** 500 at 480 Vac TD 3 Ph, 500 at 600 Vac TD 3 Ph

Supporting documents:

- Eatons Volume 2-Commercial Distribution
- Eaton Specification Sheet - DH367NRK

Certifications:

- UL Listed

Product compliance: No Data

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INVERTER

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible

For North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

12-20 YEAR WARRANTY

Made in the USA from imported parts

SOLAREDGE'S USA-MANUFACTURED OFFERING FOR C&I ROOFTOPS AND CARPORTS

- Eligible for domestic content*: SolarEdge USA-manufactured inverters, when paired with certain SolarEdge USA-manufactured power optimizers, are intended to be eligible for the enhanced federal income tax credit for domestic content
- Pre-commissioning feature for automated validation of system components and wiring during the site installation process and prior to grid connection
- Easy two-person installation with lightweight, modular design (each inverter consists of two or three Synergy units and one Synergy Manager)
- Independent operation of each Synergy unit enables higher uptime and easy serviceability
- Built-in thermal sensors detect faulty wiring, ensuring enhanced protection and safety
- Built-in arc fault protection and rapid shutdown
- Built-in PID mitigation for maximized system performance
- Monitored** and field-replaceable surge protection devices, to better withstand surges caused by lightning or other events
- Built-in module-level monitoring with Ethernet or cellular communication for full system visibility

* For more details, see Eligibility for Domestic Content on the last page.

** Applicable only for DC and AC SPDs.

/ Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers	SE-DBL-USxxIBNxx	SE-TRI-USxxIBNxx				
Model Number	**SE80KUS**	**SE50KUS**	**SE100KUS**	**SE110KUS**	**SE120KUS**	**UNITS**
OUTPUT						
Total Rated AC Output Capacity	80,000	120,000				W
Rated AC Active Output Power	80,000	50,000	100,000	110,000	120,000	W
Maximum AC Apparent Output Power	80,000	50,000	100,000	120,000	120,000	VA
AC Output Line Connections	3W + PE, 4W + PE					
Supported Grids	WYE: TN-C; TN-S; TN-C-S; TT, IT; Delta: IT					
AC Output Voltage Minimum-Nominal-Maximum[1] (L-N)	244 – 277 – 305	105 – 120 – 132.5	244 – 277 – 305			Vac
AC Output Voltage Minimum-Nominal-Maximum[1] (L-L)	422.5 – 480 – 529	183 – 208 – 229	422.5 – 480 – 529			Vac
AC Frequency Minimum-Nominal-Maximum[1]	59.5 – 60 – 60.5					Hz
Maximum Continuous Output Current (per phase, PF=1)	96.5	139.5	120	144.3		Aac
GFDI Threshold	1					A
Utility Monitoring, Islanding Protection, Configurable Power Factor, Country Configurable Thresholds	Yes					
Total Harmonic Distortion	≤ 3					%
Power Factor Range	±0.85 to 1					
INPUT[2]						
Maximum DC Power (Module STC) Inverter / Synergy Unit	140,000 / 70,000	87,500 / 29,165	175,000 / 58,300	210,000 / 70,000		W
Transformer-less, Ungrounded	Yes					
Maximum Input Voltage DC+ to DC-	1000	600	1000			Vdc
Operating Voltage Range	850 – 1000	370 – 600	850 – 1000			Vdc
Maximum Input Current	2 x 48.25	3 x 46.5	3 x 40	3 x 48.25		Adc
Reverse-Polarity Protection	Yes					
Ground-Fault Isolation Detection	167kΩ sensitivity per Synergy Unit[3]					
CEC Weighted Efficiency	98.5	97	98.5			%
Nighttime Power Consumption	< 8	< 12				W
ADDITIONAL FEATURES						
Supported Communication Interfaces[4]	2 x RS485; Ethernet; Wi-Fi (optional); Cellular (optional)					
Smart Energy Management	Export Limitation					
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection					
Arc Fault Protection	Built-in, user configurable (according to UL 1699B)					
Photovoltaic Rapid Shutdown System	NEC 2014 – 2023, built-in, if paired with C651U					
PID Rectifier	Nighttime, built-in					
RS485 Surge Protection (ports 1+2)	Type II, field replaceable, integrated					
AC, DC Surge Protection	Type II, field replaceable, integrated					
DC SAFETY SWITCH						
DC Disconnect	Built-in					
STANDARD COMPLIANCE						
Safety	UL 1699B; UL 1741; UL 1741 SA; UL 1741 SB; UL 1998; CSA C22.2#107.1; Canadian AFCI according to T.I.L. M-07					
Grid Connection Standards	IEEE 1547-2018, Rule 21, Rule 14 (HI)					
Emissions	FCC Part 15 Class A					

(1) For other regional settings please contact SolarEdge support.
(2) For compatibility of inverters and power optimizers, see this technical note.
(3) Where permitted by local regulations.
(4) For specifications of the optional communication options, visit the Communication product page or the Knowledge Center to download the relevant product datasheet.

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers		SE-DBL-USxxIBNxx	SE-TRI-USxxIBNxx				
Model Number		SE80KUS	SE50KUS	SE100KUS	SE110KUS	SE120KUS	UNITS
INSTALLATION SPECIFICATIONS							
Number of Synergy Units per Inverter		2	3				
AC Maximum Conduit Size		2 ½"					in
AC Maximum Conductor Size Line / PE		4/0 AWG / 1/0 AWG					
DC Maximum Conduit Size		1 x 3"; 2 x 2"					in
Inverter Unit / Synergy Manager	Multi-input (fuse-less)[5] (SE-xxx-USxxIxxSx)	6 / 3 pairs; 6 – 12 AWG	9 / 3 pairs; 6 – 12 AWG				
	Combined input (fuse-less) (SE-xxx-USxxIxxWx)	N/A	3 pairs / 1 pair, 2 – 4 AWG; copper or aluminum				
Dimensions (H x W x D)		Synergy Unit: 22 x 12.9 x 10.75 / 558 x 328 x 273 Synergy Manager: 14.17 x 22.4 x 11.6 / 360 x 560 x 295					in / mm
Weight		Synergy Unit: 70.4 / 32 Synergy Manager: 39.6 / 18					lb / kg
Operating Temperature Range		-40 to +140 / -40 to +60[6]					°F / °C
Cooling		Fan (user replaceable)					
Noise		< 67					dBA
Protection Rating		NEMA 3R					
Mounting		Brackets provided					

(5) Fusing is not included with the multi-input version of the Synergy Manager.
(6) For power derating information, see the Temperature Derating technical note for North America.

*Eligibility for Domestic Content

As it relates to the domestic content rules, the U.S. Department of Treasury and the IRS have not yet issued proposed or final regulations. Rather, the IRS has issued three notices - Notice 2023-38, Notice 2024-41 and Notice 2025-08. These notices provide guidance regarding the domestic content rules. SolarEdge products referenced herein are manufactured with the intent to be eligible for inclusion under the elective safe harbor table in calculating the Domestic Cost Percentage under the "Rooftop (MLPE)" category (under IRS Notices 2024-41 and 2025-08, depending on the PN used – see chart below). Eligibility is subject to the installation of qualified USA-Manufactured inverters and Power Optimizers (C651U) in the same project. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% Domestic Content bonus, to determine how the applicable rules apply to your project. The forward-looking statements in this document are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

PN	Domestically produced MPCs per notice 2024-41*	Domestically produced MPCs per notice 2025-08*
USESUK-USR0INNN**6**, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN**8**, when paired with C651U	Printed Circuit Board Assemblies, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)

SolarEdge is a global leader in smart energy technology. By leveraging world-class engineering capabilities and with a relentless focus on innovation, SolarEdge creates smart energy solutions that power our lives and drive future progress.

SolarEdge developed an intelligent inverter solution that changed the way power is harvested and managed in photovoltaic (PV) systems. The SolarEdge DC optimized inverter maximizes power generation while lowering the cost of energy produced by the PV system.

Continuing to advance smart energy, SolarEdge addresses a broad range of energy market segments through its PV, storage, EV charging, UPS, and grid services solutions.

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Cautionary Note Regarding Market Data and Industry Forecasts: This brochure may contain market data and industry forecasts from certain third-party sources. This information is based on industry surveys and the preparer's expertise in the industry and there can be no assurance that any such market data is accurate or that any such industry forecasts will be achieved. Although we have not independently verified the accuracy of such market data and industry forecasts, we believe that the market data is reliable and that the industry forecasts are reasonable.

CE

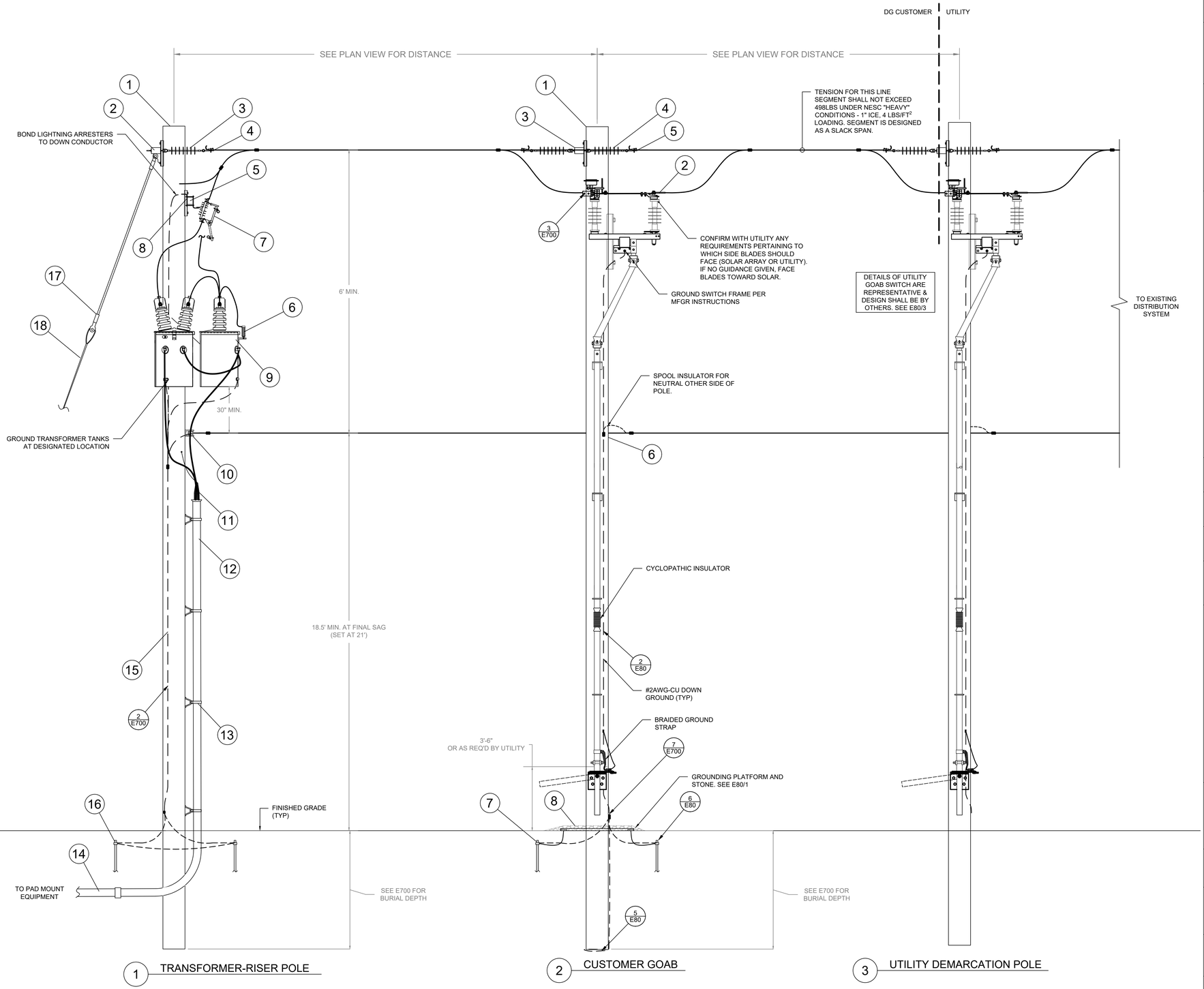
solaredge

RISER POLE BILL OF MATERIALS

Callout #	Qty	Equipment Name	Equipment Specification
1	1	Treated Wood Pole	45 foot pole (or higher to match Utility Pole Height) Class 2.
2	1	Dead End Cross Arm	8' Fiberglass
3	3	Dead End Insulator	15kV Polymer
4	3	Strain Clamps	Coordinate with Supply Conductors; See table
5	2	Tangent Cross Arm	8' Fiberglass
6	3	Surge Arrester w/ Wildlife Covers	Riser Class. See line diagram for MCOV rating.
7	3	Polymer Fused Cutout with mounting hardware	100A body, see line diagram for ampere rating and speed.
8	3	Cutout Bracket	Cutout bracket for crossarm
9	3	Liquid Filled Pole Mount Transformers	KVA varies by site. Provide wildlife protectors if not furnished with transformer.
10	1	Insulated Spool Clevis & Preform Grip	For Neutral Wire
11	1	Cable Grip	Basket style cable grip--attach to pole with lag bolt to support conductors
12	20'	Schedule 80 PVC Conduit	Note: parallel conductors must be separated unless specifically allowed.
13	As needed	Conduit standoff supports	Coordinate with riser conduit size and quantity.
14	As needed	Schedule 40 PVC Conduit	After 90° fitting - to pad mounted equipment.
15	As needed	#2AWG-CU Solid	Ground/Down Conductor
16	2	Ground Rod	5/8" x 10' Coppperweld
17	1	Fiberglass guy strain	10' or as needed to extend past exposed live parts
18	As needed	Guy Wire	3/8" EHS Galvanized with preform grips
19	1	Guy Wire Guard	Yellow, 8' minimum
20	1	Guy Anchor	As required for loading and soil conditions. 10" dia. Helix, 1-1/4" x 96" rod min.
	As needed	Overhead Wire	477kcmil AAC, for phase and neutral conductors
	As needed	Copper covered "tap/riser" wire. 110 mils polyethylene covering	#2AWG-CU For all connections below main conductors.
	As needed	Conductor connectors	Parallel groove clamp; coordinate sizing with conductors.
	As needed	C-Crimps for Ground	#2AWG-CU TO #2 AWG-CU
	16'	1" Half-Round	For down conductor
	As needed	Staples	Barbed Square Shank
	As needed	Mounting Hardware	Lags, Bolts, Nuts, Washers as required

GOAB POLE BILL OF MATERIALS

Callout #	Qty	Equipment Name	Equipment Specification
1	1	Treated Wood Pole	45 foot pole (or higher to match Utility Pole Height) Class 2.
2	1	GOAB Switch	15kV, 600A, Horizontal Configuration, Ground Operator - Torsional, 1.5" OD Pipe Control
3	1	Dead End Cross Arm	8' Fiberglass
4	6	Dead End Insulator	15kV Polymer
5	6	Strain Clamps	Coordinate with Supply Conductors
6	1	Insulated Spool Clevis & Preform Grip	For Neutral Wire
7	2	Ground Rod	5/8" x 10' Coppperweld
8	1	Galvanized Steel Grate & #2 Stone	See detail Sheet E700
	As needed	ACSR Overhead Wire	477kcmil AAC, for phase and neutral conductors
	As needed	Copper covered "tap/riser" wire. 110 mils polyethylene covering	#2AWG-CU For all connections below main conductors.
	6	Compression Fittings for GOAB	2-hole NEMA. Coordinate with Supply Conductors.
	As needed	Conductor connectors	Parallel groove clamp; coordinate sizing with conductors.
	As needed	#2AWG-CU Solid	Ground/Down Conductor
	As needed	C-Crimps for Ground	#2AWG-CU TO #2 AWG-CU
	16'	1" Half-Round	For down conductor
	As needed	Staples	Barbed Square Shank
	As needed	Mounting Hardware	Lags, Bolts, Nuts, Washers as required
	1	Padlock for LOTO	If required by utility/owner
	Lot	Labels	"PHOTOVOLTATIC (SOLAR) AC DISCONNECT", Site Plan Label, others as required by utility.



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EXACTUS ENERGY
NEW AGE ENGINEERING

ELECTRICAL CERTIFICATION

LICENSED PROFESSIONAL ENGINEER
DAVID C. HERNANDEZ
062-068288
OF ILLINOIS
Exp. 11/30/25

TYPICAL MV ELEVATIONS ILLINOIS PORTFOLIO

DRAWN BY
JS

CHECKED BY

DATE
23-Sep-2024

DRAWING LEVEL
ISSUED FOR CONSTRUCTION

REV.	DATE	DRAWING LEVEL
A		
B		
C		
D		
E		

SHEET SIZE
36X24 SHOULD MEASURE 1":

SCALE
NTS

SHEET TITLE

E81

MEDIUM VOLTAGE ELEVATIONS

MEMORANDUM

DATE: April 22, 2026
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PV26-0008, Request for a Variation to Reduce the Minimum Required Front Yard Setback Along Milwaukee Avenue from 25 Feet to 4.7 Feet for the Installation of a 40-Foot-Tall Utility Pole Associated with a Proposed Roof Top Solar Collection System for Cubesmart, L.P. (1004 S. Milwaukee Avenue). **PUBLIC HEARING**

RECOMMENDED ACTION: **Recommend approval of Docket No. PV26-0008** granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required front yard setback along Milwaukee Avenue from 25 feet to 4.7 feet for installation of a 40 foot tall utility pole associated with a 600 kW roof top solar collection system for Cubesmart, L.P., located at 1004 S. Milwaukee Avenue, in accordance with the Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025; Plan Set prepared by Atwell, last revised 3/27/2026; and Equipment Specifications; and subject to the following conditions:

1. Approval of the variation is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV25-0015 (variation to permit a decrease in the minimum required side yard setback on the north property line).

EXECUTIVE SUMMARY

Docket No. PV26-0008: Solar Landscape LLC (604 Bangs Avenue ,Suite 301, Asbury Park, NJ 07712), on behalf of Cubesmart, L.P., property owner, is seeking a variation to permit a decrease in the minimum required front yard setback along Milwaukee Avenue from 25 feet to 4.7 feet for the installation of a 40-foot-tall utility pole associated with a proposed roof top solar collection system for the property located at 1004 S. Milwaukee Avenue, as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections.

GENERAL PROPERTY INFORMATION

Petitioner: Solar Landscape LLC (604 Bangs Avenue ,Suite 301, Asbury Park, NJ 07712), on behalf of Cubesmart, L.P., property owner

Location: 1004 S. Milwaukee Avenue

Property size: 3.07 acres / 55,774 sq. ft. (buildings)

Neighboring Property Land Use(s):
- North: Commercial
- West: Residential/Airport
- South: Airport
- East: Open Space (across S. Milwaukee Avenue)

Existing Use of Property: Public Storage Facility (Cubesmart)

Existing Zoning: B-3 (General Commercial and Office)

Comprehensive Plan Designation: Commercial

Zoning History:

- Docket #SCBA 05-45, approved 9/22/2005, granting approval of a freestanding sign.
- Ordinance No. 4538, approved 7/12/2010, granting a variation to permit a sign to exceed 100 sq. ft. due to the addition of an electronic message center (Docket #2010-15).
- Docket #SCBA 11-59, approved 11/17/2011, granting approval for a freestanding sign and awning sign.
- Docket #SCBA 17-20, approved 4/4/2017, granting an administrative approval of a freestanding sign face change.

SUMMARY OF REQUEST

The petitioner is requesting a variation to reduce the minimum required front yard setback along Milwaukee Avenue from 25 feet to 4.7 for the installation of a 40-foot-tall utility pole associated with a proposed 600 kW roof top solar collection system on the existing Cubesmart self-storage buildings at 1004 S. Milwaukee Avenue.

In addition, the petitioner is seeking minor site plan and appearance approval for the installation of ground-mounted equipment and roof top solar collection system (Docket No. PSPMIN26-0004) and a variation to permit a decrease in the minimum required side yard setback on the north property line (Docket No. PV25-0015).

VARIATION

A variation is to grant relief from the literal requirements of the zoning ordinance when unique circumstances, applicable to the property, deprive it from enjoying privileges commonly enjoyed by other properties in the same zoning district. After review of the Standards summarized in this staff report, the Commission must find beyond a reasonable doubt that all of the standards are met.

As detailed in Docket No. PSPMIN26-0004, the petitioner is proposing to install a 40-foot-tall utility pole within the 25-foot front building setback along Milwaukee Avenue. The utility pole is part of the utility infrastructure associated with a proposed roof top solar collection system on the existing self-storage buildings at the subject site. Since a 40-foot-tall utility pole will be located within the required front yard building setback, the petitioner is requesting a variation to decrease the minimum required front yard setback from 25 feet to 4.7 feet.

Standards for Variation: Following are the petitioner's responses to the standards for variation for the variance request.

1. **State how the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.**

   Petitioner: The subject parcel is already fully developed with a Cubesmart storage facility. The proposed roof top solar project does not involve the removal or demolition of any of the existing improvements. The proposed roof top solar project utilizes the roof tops of the existing structures. In addition to the roof top solar panels, the Project requires ground level interconnection facilities such as transformers and electrical poles. These interconnection facilities must be located in an area approved by Commonwealth Edison. Accordingly, the location of these above-ground interconnection facilities is restricted by the existing improvements on the subject parcel and Commonwealth Edison's requirements. The only feasible location for the project interconnection facilities is within the setback area. Without the reduced front yard setback variation the roof top solar project cannot be installed.

   Staff: While the subject property is constrained by existing improvements that limit the ability to comply with current setback requirements, thereby creating a practical hardship, the petitioner has not sufficiently demonstrated that the proposed utility pole location is the only feasible location on the site. As such, it has not been adequately established that the requested variation is the minimum necessary to address the identified hardship.

2. **Indicate how the hardship is due to unique circumstances that do not generally apply to the other**

properties or uses.

Petitioner: This hardship is unique because roof top solar projects seek to provide a beneficial additional use utilizing existing structures on developed parcels. When the Cubesmart facility was developed, it was not contemplated that years later the facility would be suitable for a roof top solar project which will utilize the otherwise unused space of the facility roof to provide clean renewable energy to the grid. Additionally, unlike other improvements, the interconnection facilities are subject to and must be approved by Commonwealth Edison. Accordingly, these circumstances are unique and different from other types of constructions and uses.

Staff: The hardship is not due to unique physical characteristics of the subject property, but rather the petitioner's desire to retrofit the site with rooftop solar infrastructure and associated interconnection equipment. While utility requirements may influence design, such conditions are not uncommon and do not constitute a unique circumstance that distinguishes the property from others.

3. **Describe how the alleged difficulty or hardship has not been created by any person presently having an interest in the property.**

Petitioner: The hardship in complying with the setback requirements for the electrical interconnection equipment arises from the unique situation of seeking to utilize an already developed parcel and meeting the interconnection requirements of Commonwealth Edison. When the Cubesmart facility was developed, it was not contemplated that roof top solar energy project would be built and therefore no effort was made to accommodate it in the facility design. Neither the applicant nor the property owner created this situation.

Staff: The hardship is being created by the request for the installation of the rooftop solar collection system. The subject property was developed in compliance with (prior) applicable regulations, and can continue to operate in compliance with the zoning district.

4. **State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.**

Petitioner: The property in question here is large and un-utilized roof top space on the storage facility buildings. This unused space (here and at other commercial and industrial locations throughout the Chicago area) present an opportunity to use this space to produce clean renewable energy. This energy production is able to be done with relatively minor additions to the current facility, placing solar panels on the roof and the installation of the electrical interconnection infrastructure. As stated above, without the variance the interconnection facilities cannot be installed on the subject parcel and therefore the roof top solar project cannot be developed. If the variance is not granted, the opportunity for this beneficial clean energy use is lost.

Staff: The subject property can continue to yield a reasonable return under the existing zoning regulations as a self-storage facility. The inability to implement the proposed roof top solar installation does not prevent the property from functioning as intended or generating economic return.

5. **State how the granting of the variation will not alter the essential character of the locality.**

Petitioner: Solar panels on commercial roof tops will have no impact upon surrounding properties in this area, and such installations are commonplace on residential, commercial and industrial properties. The variance concerns electrical interconnection facilities which consist of ground level electrical equipment and electrical poles. These types of facilities are located everywhere in the Chicago metropolitan area and are generally unnoticed by the general public. In the Village's commercial district, and with the proposed fencing, the granting of this variance should not cause any impact upon surrounding property.

Staff: The proposed variation may alter the character of the locality due to the introduction of an additional utility pole within a setback area. While utility infrastructure exists within the zoning district, the placement and visibility of the proposed equipment may not be consistent with the established development pattern.

6. **Describe how the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.**

Petitioner: The installation of the roof top solar panels only require an increase of height several inches above the current roof top and will therefore not impair supply of light and air to adjacent property. Community roof top solar projects requires only periodic maintenance and therefore will not create any noticeable traffic in the public streets. Roof top solar projects have been safely and successfully installed at residential, commercial and industrial buildings for decades and do not pose unreasonable risk of fire or endanger the public safety. Roof top solar projects are located throughout the United States and do not impair property values, create traffic, noise, odor, light or smoke. Emergency access to the site is not affected by the proposed improvements.

Staff: The proposed variation has the potential to impact adjacent properties and the public due to the placement of the 40 foot tall utility pole within the front yard along Milwaukee Avenue.

STAFF REVIEW

Fire Department Review: No comments related to the variation.

Engineering Division Review: No comments related to the variation.

Staff Recommended Action: Staff does not recommend approval of the variation request.

****

If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of a variation, the appropriate motion would be to:

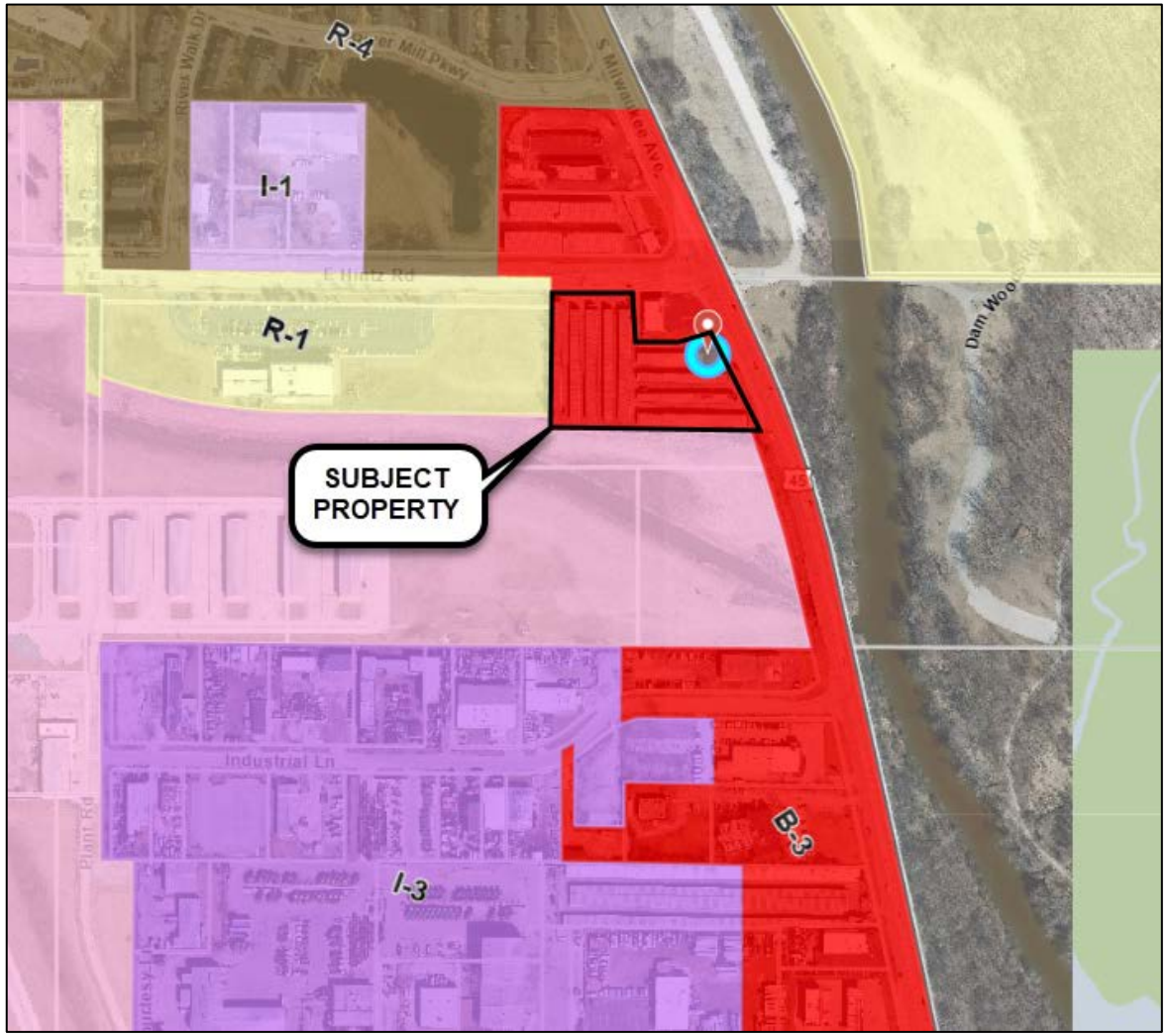
Recommend approval of Docket No. PV26-0008 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required front yard setback along Milwaukee Avenue from 25 feet to 4.7 feet for installation of a 40-foot-tall utility pole associated with a 600 kW roof top solar collection system for Cubesmart, L.P., located at 1004 S. Milwaukee Avenue, in accordance with the Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025; Plan Set prepared by Atwell, last revised 3/27/2026; and Equipment Specifications; and subject to the following conditions:

1. Approval of the variation is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV25-0015 (variation to permit a decrease in the minimum required side yard setback on the north property line).

ATTACHMENTS:

Attachments to Staff Report (Staff)
Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025
Plan Set prepared by Atwell, last revised 3/27/2026
Equipment Specifications

LOCATION MAP



ZONING MAP

View of North Property Line/Project Area Facing West.

View of North Property Line/Project Area Facing East.

View of the Existing Trash Enclosure on the West Side of the Project Area.

FINDINGS OF FACT
AND RECOMMENDATION

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: April 22, 2026

Re: Docket No. PV25-0015
Request for a Variation to Reduce the Minimum Required Side Yard Setback on the North Property Line From 15 Feet to 0.5 Feet
Cubesmart, L.P.
1004 S. Milwaukee Avenue

Docket No. PV26-0008
Request for a Variation to Reduce the Minimum Required Front Setback Along Milwaukee Avenue From 25 Feet to 4.7 Feet
Cubesmart, L.P.
1004 S. Milwaukee Avenue

Docket No. PV25-0014
Request for a Variation to Reduce the Minimum Required Front Yard Setback Along Milwaukee Avenue From 25 Feet to 8.4 Feet
Cubesmart, L.P.
1042 S. Milwaukee Avenue

Chairman Johnson called Docket No's. PV25-0015, PV26-0008 and PV25-0014 on April 22, 2026. Present were Commissioners Riles, Hyken, Johnson, Sprague, Myer, and Smart. Commissioner Karl was absent with prior notice. Also present were Village Planner Marcy Knysz, Village Attorney Mallory Milluzzi, and Village Engineer Kyle Goetzelmann.

Secretary Sprague reported that the applicant was seeking a variation to reduce the minimum required side-yard setback along the north property line from 15 feet to 0.5 feet. A variance was also sought to reduce the front-yard setback from 25 feet to 4.7 feet for the installation of a 40-foot-tall utility pole. The zoning variation requirements were reviewed.

Ms. Knysz explained that there were two different Cubesmart projects. One of the projects was up north at 1004 S. Milwaukee Avenue. Both projects involved installing solar panels on the buildings and the associated ground equipment. At the north location, there were two ground-equipment locations. Staff recommended approval for the ground equipment on the north setback, but not for the equipment on the front yard setback. The existing conditions were presented, and the equipment and the pole in the front yard were highlighted.

The 1042 S. Milwaukee project had one utility pole outside the property. Staff did not recommend approval of the front-yard setback, and there was a comment regarding the utility pole.

Ms. Knysz read the proposed conditions for Docket No. PV25-0015:

1. Approval of the variance is contingent upon approval of Docket No. PSPMIN26-0004

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(minor site plan and building appearance approval) and Docket No. PV26-0008 (variation to permit a decrease in the minimum required front yard setback along Milwaukee Avenue).

The petitioners stepped to the podium and were sworn in. Nick Standiford, attorney with Schain, Bank; Michael Keith, civil engineer with Atwell, Vincent Busano, project manager with Solar Landscape; Emily McCue, pre-construction manager with Solar Landscape; and Mary Marshall, senior manager of preconstruction, were all sworn in.

Mr. Standiford mentioned that he and Mr. Keith had experience with community solar projects and were excited to work with Solar Landscape as a client with nearby projects. He discussed that the projects were slightly different from their normal community solar projects, which were on the ground and smaller. Many people had asked for more projects on the roofs so that they would not be in the yard. Mr. Standiford explained that the side yard setback for the 1004 project was for the equipment, and the front yard setback involved relocating the pole. For the 1042 project, there was equipment in the front yard. He explained that the equipment could not be placed anywhere else since the properties were already fully developed and constrained the site.

Ms. McCue provided a background on the Solar Landscape company, noting that they developed, installed, and operated solar projects. The project and construction managers for the projects were all local. She explained the process of community solar, which involves Solar Landscape building projects on commercial rooftops to generate energy, with the energy fed back into the utility grid, and subscribers then receive a credit for the generated electricity. The projects had to be accepted by the Illinois Shines program, and both had been. The benefits included a guaranteed discount on the cost of solar credits applied to the utility bill, grid strengthening, renewable energy that reduces carbon emissions, and rooftop buildings that would otherwise go unused. Both projects were on Cubesmart buildings in the B-3 zone, and they had both passed the structural assessment. There was a written FAA determination of No Hazard, and the conditions could be satisfied. 1004 S. Milwaukee would generate enough energy to power 84 homes, and 1042 S. Milwaukee would generate enough energy to power 129 homes.

Ms. McCue presented the site plans for each property. She noted the need for the setbacks. For 1004 S. Milwaukee Avenue, the existing pole would be removed and replaced with another pole a couple feet away. The current conditions of the area would not be impacted. For 1042 S. Milwaukee Avenue, the equipment was in the front yard because it was the only available location. A landscape plan was submitted to help improve the site. Pictures of equipment examples were provided.

Mr. Keith reiterated that all panels would be on the rooftop, with no overhangs. The only items on the ground were the equipment, including the LVAC disconnect switch, the solar AC panelboard, the 40-foot-tall customer-owned pole, the 40-foot-tall ComEd pole, the 40-foot-tall utility disconnect pole, the 40-foot utility metering pole, and the overhead cable. For 1042 S. Milwaukee Ave, the control panels and disconnect would be mounted to the building. All of the equipment was out of the right-of-way. The landscaping would consist predominantly of evergreen trees and shrubs for year-round coverage.

Ms. Marshall noted that a letter from the engineer of record was included in the materials handed out to the Plan Commission and provided more detail on all of the equipment, reviewed the ComEd requirements for clearance and accessibility, and provided detailed information from the National Electrical Code and safety requirements.

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He discussed the benefits the projects offered. He noted that the buildings were already constructed in the setbacks, so their additions would not change the buildings' appearance.

The Commissioners asked questions about the 1004 S. Milwaukee Ave building.

Commissioner Myer stated that she appreciated the energy that would be provided to the grid and asked for more clarity on why there was only one location for the utility pole within the front-yard setback area. It was explained that they did not want to cross onto someone else's property when running wires. It also remained in line with the existing utility line and infrastructure. Commissioner Myer asked if it could be shifted back from the street. It was stated that it had to be within the infrastructure and could not be moved.

Commissioner Sprague had no questions.

Commissioner Hyken asked why the pole had to be moved. It was explained that it was to avoid easement concerns. The existing pole necessitated running wires across the neighbor's property, which would require an assessment. They already had rights to the lines within the Cubesmart property.

Commissioner Smart had no questions but noted the same concerns about the poles in the front yard.

Commissioner Riles thanked the applicants for their presentation. He stated that he understood the reasoning for the requested variations.

Chairman Johnson asked why some of the equipment could not go underground. It was explained that each pole had equipment that had to be pole-mounted due to the electrical code. The equipment could not be fully underground due to safety and access concerns.

Commissioner Sprague asked if the one pole being moved could be underground. It was explained that it was not possible to keep it entirely underground since it would have to rise to meet the existing lines. It was discussed that they tried to go underground as much as possible, but ComEd's standards did not allow a lot of the equipment to be underground.

The Commissioners had no further questions.

MOTION: Commissioner Myer moved, seconded by Commissioner Sprague to approve Docket No. PV25-0015 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required side yard setback from 15 feet to 0.5 feet for installation of a 600 kW rooftop solar collection system and associated ground-mounted equipment for Cubesmart, L.P., located at 1004 S. Milwaukee Avenue, in accordance with the Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025; Plan Set prepared by Atwell, last revised 3/27/2026; and Equipment Specifications; and subject to the following conditions:

1. Approval of the variance is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV26-0008 (variation to permit a decrease in the minimum required front yard setback along Milwaukee Avenue).

On the roll call, the vote was as follows:

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AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

Ms. Knysz read the proposed conditions for Docket No. PV26-0008:

1. Approval of the variation is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV25-0015 (variation to permit a decrease in the minimum required side yard setback on the north property line).

MOTION: Commissioner Myer moved, seconded by Commissioner Sprague, to approve Docket No. PV26-0008 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required front yard setback along Milwaukee Avenue from 25 feet to 4.7 feet for installation of a 40 foot tall utility pole associated with a 600 kW roof top solar collection system for Cubesmart, L.P., located at 1004 S. Milwaukee Avenue, in accordance with the Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025; Plan Set prepared by Atwell, last revised 3/27/2026; and Equipment Specifications; and subject to the following conditions:

1. Approval of the variation is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV25-0015 (variation to permit a decrease in the minimum required side yard setback on the north property line).

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart, to approve closing Docket No's. PV25-0015 and PV26-0008.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

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Secretary Sprague read the requested variations and reviewed the zoning requirements for Docket No. PV25-0014.

Ms. Knysz read the proposed conditions for Docket No. PV25-0014:

1. Approval of the variance is contingent upon approval of PSPMIN26-0005 (minor site plan and building appearance approval).

Commissioner Sprague commented that ComEd would be moving the transformers to the next pole. He asked whether the transformer for Cubesmart could be moved there as well, so the existing pole could be used for the down feed instead of adding a third pole. The petitioners noted that they could ask about it.

The Commissioners had no further questions.

MOTION: Commissioner Myer moved, seconded by Commissioner Riles, to approve Docket No. PV26-0014 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required front yard setback from 25 feet to 8.4 feet for installation of a 600 kW rooftop solar collection system and associated ground-mounted equipment for Cubesmart, L.P., located at 1042 S. Milwaukee Avenue, in accordance with the Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025; Plan Set prepared by Atwell, last revised 3/4/2026; Equipment Specification Sheets; and subject to the following conditions:

1. Approval of the variance is contingent upon approval of PSPMIN26-0005 (minor site plan and building appearance approval).

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

MOTION: Commissioner Smart moved, seconded by Commissioner Myer, to approve closing Docket No. PV25-0014.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

Ms. Knysz reported that the Village Board meeting was scheduled for May 4.

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Docket No. PV25-0015 & PV26-0008
NOTICE OF PUBLIC HEARING
Notice is hereby given that the Plan Commission of the Village of Wheeling will hold a public hearing on April 22, 2026 at 6:30 p.m. in the Board Room of the Wheeling Village Hall located at 2 Community Boulevard, Wheeling, Illinois, to act on the following petitions associated with a proposed rooftop solar collection system submitted by Solar Landscape LLC (604 Bangs Avenue, Suite 301, Asbury Park, NJ 07712), on behalf of Cubesmart, L.P., property owner of 1004 S. Milwaukee Avenue, zoned B-3, General Commercial and Office.
Docket No. PV25-0015: Seeking a variation to permit a decrease in the minimum side yard setback from 15 feet to 0.5 feet for ground-mounted equipment, as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections.
Docket No. PV26-0008: Seeking a variation to permit a decrease in the minimum front yard setback from 25 feet to 4.7 feet for ground-mounted equipment, as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections.
All interested persons are invited to attend and be heard.
Docket No. PV25-0015 & PV26-0008
To be published in the Wheeling Herald on Tuesday, April 7, 2026
Published in Daily Herald April 7, 2026 (327139)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 04/07/2026 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY _____
Designee of the Publisher of the Daily Herald

Control # 327139

PADDOCK PUBLICATIONS, INC. Corporate SEAL ILLINOIS

MEMORANDUM

DATE:	May 4, 2026
FROM:	Ross Klicker, Community Development Director
SUBJECT:	Ordinance Granting a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Side Yard Setback, 1004 S. Milwaukee Avenue [Docket No. PV25-0015]
DOLLAR AMOUNT:	N/A
BUDGETED:	No
BUDGET SOURCE:	N/A
RECOMMENDED ACTION:	Approve
STRATEGIC PLAN THEME:	Economic Development

EXECUTIVE SUMMARY

Cubesmart seeks a variation to reduce the minimum required side-yard setback from 15 feet to 0.5 feet for the installation of ground-mounted equipment associated with a proposed rooftop solar collection system at the Cubesmart self-storage facility at 1004 South Milwaukee Avenue. At the April 22, 2026 hearing, the Plan Commission recommended approval of the variation request. The petitioner is also seeking a variation to permit a decrease in the minimum required front-yard setback along Milwaukee Avenue (Docket No. PV26-0008); that item immediately precedes this one on the May 4 regular meeting agenda. The petitioner received minor site plan and appearance approval for the installation of ground-mounted equipment and rooftop solar collection system at the April 22 Plan Commission meeting.

MEMO

The petitioner is proposing to install ground-mounted equipment associated with a rooftop solar collection system to be installed within the side-yard setback along the north property line of the subject site. Since all the ground-mounted equipment will be located within the required side-yard building setback, the petitioner is requesting a variation to allow a decrease in the minimum required side yard setback from 15 feet to 0.5 feet. To visually screen the proposed equipment, the petitioner will be installing a three-sided, six-foot-tall, white vinyl fence surround. The equipment and screening fence surround will be located east of an existing trash enclosure, with a similar reduced setback (existing condition), and will be consistent with the existing trash enclosure location.

Plan Commission Recommendation

At the April 22, 2026, Plan Commission hearing, Commissioner Myer moved, seconded by Commissioner Sprague, to recommend approval of Docket No. PV25-0015 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required side yard setback from 15 feet to 0.5 feet for installation of ground-mounted equipment associated with a 600-kilowatt rooftop solar collection system for Cubesmart, L.P., located at 1004 S. Milwaukee Avenue, in accordance with the exhibits listed below and subject to the following condition:

1. Approval of the variance is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV26-0008 (variation to permit a decrease in the minimum required front yard setback along Milwaukee Avenue).

There being six affirmative votes, the motion was approved.

Community Development Director's Review and Recommendation

I concur with the Findings of Fact and Recommendations provided by the Plan Commission. An ordinance is attached for the Board's consideration to reflect the Commission's recommendation for the granting of a variation to reduce the minimum required side yard setback for the installation of ground-mounted equipment for Cubesmart, L.P., located at 1004 S. Milwaukee Avenue, subject to conditions.

Attachments
Ordinance – Variation for Docket No. PV25-0015
Exhibits: Project Description Letter prepared by Solar Landscape, received by the Village on 10/27/2025
Plan Set prepared by Atwell, last revised 3/27/2026
Equipment Specifications
PC Staff Report
Attachments to Staff Report (Staff)
Findings of Fact – Draft
Public Notice Certification

Docket No. PV25-0015

ORDINANCE NO. _____

ORDINANCE GRANTING A VARIATION FROM TITLE 19, ZONING, TO PERMIT A REDUCTION IN THE MINIMUM REQUIRED SIDE YARD SETBACK, 1004 S. MILWAUKEE AVENUE

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on April 22, 2026, duly noticed in the *Daily Herald* on April 7, 2026, to consider a request for a variation petition by Cubesmart, L.P. (hereinafter referred to as the "Petitioner") as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a reduction in the minimum required side yard setback from 15 feet and 0.5 feet for the installation of ground-mounted equipment associated with a proposed rooftop solar collection system for the property located at 1004 S. Milwaukee Avenue (hereinafter referred to as "Subject Site") in the B-3, General Commercial and Office zoning district; and

WHEREAS, this variance petition is associated with and contingent upon the approval of a petition for a variation to permit a reduction in the minimum required front yard setback along Milwaukee Avenue (Docket No. PV26-0008); and

WHEREAS, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending approval, by a vote of 6 ayes and 0 nays, with 1 absent; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request for a zoning variation;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee, or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- The hardship is due to unique circumstances that do not generally apply to the other properties or uses.
- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.
- The alleged difficulty or hardship has not been created by any person presently having an interest in the property.
- The granting of the variation will not alter the essential character of the locality.
- The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase congestion in the public streets, or increase the danger

of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Section B

A variation is hereby granted from Title 19, Zoning of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a reduction in the minimum required side yard setback from 15 feet 0.5 feet, for the installation of ground-mounted equipment associated with a proposed rooftop solar collection system for the Subject Site, herein legally described:

PARCEL 1: THAT PART OF LOT 4 IN HENRY GRANDT AND OTHERS' SUBDIVISION (HEREINAFTER DESCRIBED), LYING NORTH OF A LINE 380 FEET SOUTH OF THE NORTH LINE OF SECTION 13 (ALSO BEING THE CENTER LINE OF HINTZ ROAD), AND EAST OF A LINE 216 FEET WEST OF THE WEST LINE OF LOT 5, EXTENDED, (EXCEPT THAT PART LYING EAST OF THE WEST LINE OF LOT 5, IN HENRY GRANDT AND OTHERS' SUBDIVSION AFORESAID, EXTENDED SOUTH, ALSO EXCEPTING THEREFROM THE SOUTH 14 FEET OF THE NORTH 44 FEET THEREOF CONDEMNED BY THE COUNTY OF COOK IN CASE NUMBER 86L51436), SAID LOT 4 BEING IN HENRY GRANDT AND OTHERS' SUBDIVISION OF THE PART OF THE SOUTH 1420.62 FEET OF SECTION 12, WEST OF THE CENTER OF MILWAUKEE AVENUE, AND A PART OF THE NORTH ½ OF SECTION 13, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINICIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION FILED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINIOS, JANUARY 29, 1923 AS DOCUMENT 172887, IN COOK COUNTY ILLINOIS.

PARCEL 2: THAT PART OF LOT 4 IN HENRY GRANDT AND OTHERS' SUBDIVISION (HEREINAFTER DESCRIBED), LYING NORTH OF A LINE 380 FEET SOUTH OF THE NORTH LINE OF SECTION 13 (ALSO BEING THE CENTER LINE OF HINTZ ROAD), AND EAST OF THE WEST LINE OF LOT 5 EXTENDED SOUTH, SAID LOT 4 BEING IN HENRY GRANDT AND OTHERS' SUBDIVISION OF THAT PART OF THE SOUTH 1420.62 FEET OF SECTION 12, WEST OF THE CENTER LINE OF MILWAUKEE AVENUE, AND A PART OF THE NORTH ½ OF SECTION 13, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION FILED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS JANUARY 29, 1923 AS DOCUMENT 172867, (EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4, SAID CORNER BEING ON THE CENTERLINE OF MILWAUKEE AVENUE; THENCE SOUTHEASTERLY 134.33 FEET ALONG SAID CENTERLINE AND THE EAST LINE OF SAID LOT 4 ON AN ASSUMED BEARING OF SOUTH 24 DEGREES 51 MINUTES 09 SECONDS EAST; THENCE CONTINUING SOUTHEASTERLY 169.92 FEET ALONG SAID CENTERLINE, BEING A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS 2,383.80 FETT. CENTRAL ANGLE 4 DEGREES 05 MINUTES 03 SECONDS TO A LINE 380 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTYER OF SECTION 13; THENCE NORTH 89 DEGREES 17 MINUTES 12 SECONDS WEST, 69.10 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 12 DEGREES 10 MINUTES 54 SECONDS WEST, 62.77 FEET; THENCE NORTH 23 DEGREES 36 MINUTES 24 SECONDS WEST, 166.66 FEET; THENCE NORTH 28 DEGREES 41 MINUTES 08 SECONDS WEST, 50.86 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE NORTH 69 DEGREES 41 MINUTES 26 SECONDS EAST, 54.57 FEET ALONG SAID NORTH LINE OF LOT 4 TO THE POINT OF BEGINNING,

CONDEMNED BY THE COUNTY OF COOK IN CASE NUMBER 94L50951 AND RECORDED AS DOCUMENT R9000788), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR STORM WATER DRAINAGE AS CREATED BY RECIPROCAL EASEMENT AGREEMENT MADE BY MILWAUKEE AMUSEMENT COPORATION AND THE FIRST NATIONAL BANK OF LAKE FOREST, TRUST NO. 4287, RECORDED SEPTEMBER 3, 1974 AS DOCUMENT 22835025 AND FILED AS DOCUMENT LR2771582, AS AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT RECORDED JUNE 4, 1998 AS DOCUMENT 98466355.

Section C

The Variation granted in Section B of this Ordinance is to be completed substantially in accordance with the following plans and exhibits, attached hereto as **Exhibit A** and made part hereof:

- Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025
- Plan Set prepared by Atwell, last revised 3/27/2026
- Equipment Specifications

Section D

The Variation approval granted in Section B of this Ordinance is subject to the following condition:

1. Approval of the variance is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV26-0008 (variation to permit a decrease in the minimum required front yard setback along Milwaukee Avenue).

Section E

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee_____ moved, seconded by Trustee_____ that Ordinance No. _____ be passed, this 4th day of May, 2026.

President Horcher	_____	Trustee Ruffatto	_____
Trustee Krueger	_____	Trustee Vito	_____
Trustee Lang	_____	Trustee Vogel	_____
Trustee Papantos	_____		

Ordinance No. _____ **APPROVED** this 4th day of May 2026 by the President and Board of Trustees, Wheeling, Illinois.

_____
Patrick Horcher, Village President

ATTEST:

_____
Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

_____
Village Attorney

PUBLISHED in pamphlet form this 5th day of May 2026, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Exhibit A (Attached)

- Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025
- Plan Set prepared by Atwell, last revised 3/27/2026
- Equipment Specifications

601 Bangs Ave, Suite 301
Asbury Park, NJ 07712
O. 844.765.2769
SOLARLANDSCAPE.COM

Project Narrative
1004 Milwaukee Ave, Wheeling, IL

(1) Owner and/or developer's name, phone number and address;

DEVELOPER

SOLAR LANDSCAPE LLC

601 BANGS AVENUE, SUITE 301

ASBURY PARK, NJ 07712

PHONE: (856) 437-9711

CONTACT: EMILY MCCUE

PROPERTY OWNER

CUBESMART L.P.

5 OLD LANCASTER RD

MALVERN, PA 19355

PHONE: 610-535-5407

CONTACT: ANDREA PRUDENTE

(2) Where applicable, the architect's or engineer's name, phone number and address;

CIVIL ENGINEER

ATWELL, LLC

1250 EAST DIEHL ROAD, SUITE 300

NAPERVILLE, IL 60563

PHONE: (630) 577-0800

FAX: (630) 577-0900

CONTACT: MICHAEL KEITH, P.E.

(3) Description of all proposed buildings indicating proposed uses and building size;

N/A – no new buildings proposed

Proposed Use of Existing Buildings:

Installation of a 400 kW AC rooftop community solar array on existing Cubesmart buildings on the property located at 1004 Milwaukee Ave, Wheeling, IL.

(4) Descriptions of the location, type and size of all outside signs;

No proposed monument signs. Only regulatory signs (i.e. WARNING: TURN OFF PHOTOVOLTAIC AC DISCONNECT PRIOR TO WORKING INSIDE THIS PANEL or any required regulatory signs/labels needed for the equipment).

(5) Calculations indicating the total site size, building floor area, number of parking spaces, amounts of impervious surfaces, and amount of nonimpervious green space.

N/A – no revisions to the existing property/structures

Existing Features On-Site:

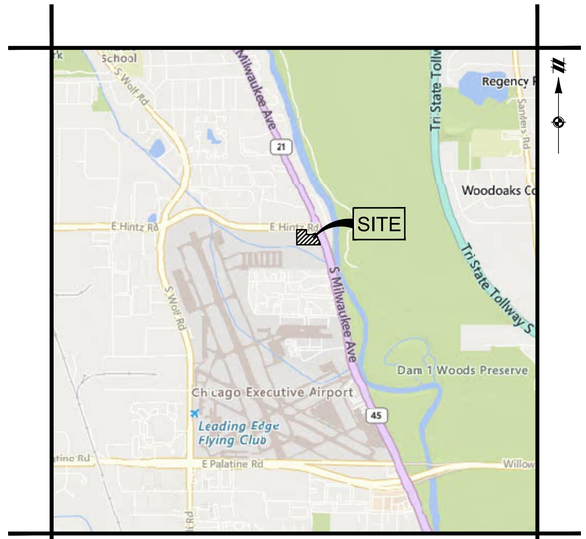
- Site Area: 3.07 Acres
- Gross Floor Area of Existing Building footprints: 55,774 square feet.
- 4 marked existing parking spaces.
- Existing Impervious Area: 3.03 Acres
- Existing Non-Impervious Area: 0.04 Acres

solarlandscape

CS IL 1004 MILWAUKEE AVE

1004 SOUTH MILWAUKEE AVENUE
WHEELING, COOK COUNTY, ILLINOIS

SPECIAL USE PERMIT PLANS



VICINITY MAP
NOT TO SCALE

DEVELOPMENT TEAM

DEVELOPER
SOLAR LANDSCAPE LLC
601 BANGS AVENUE, SUITE 301
ASBURY PARK, NJ 07712
PHONE: (856) 437-9711
CONTACT: EMILY MCCUE

CIVIL ENGINEER
ATWELL, LLC
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
PHONE: (630) 577-0800
FAX: (630) 577-0900
CONTACT: MICHAEL KEITH, P.E.

SURVEYOR
SURVEY SYSTEMS OF AMERICA, INC.
783 SOUTH EIGHTH STREET
DUNDEE, IL 60118
PHONE: (847) 428-5775
CONTACT: JOHN ERNST

GOVERNING AGENCIES & UTILITY CONTACTS

MUNICIPALITY/PLANNER
DIRECTOR OF COMMUNITY DEVELOPMENT
2 COMMUNITY BOULEVARD
WHEELING, IL 60090
PHONE: (847) 459-2620
CONTACT: ROSS KLICKER

CITY ENGINEER
VILLAGE ENGINEER
2 COMMUNITY BOULEVARD
WHEELING, IL 60090
PHONE: (847) 459-2620
CONTACT: KYLE GOETZELMANN

ELECTRIC
COMED
PHONE: (800) 334-7661

SOIL EROSION
VILLAGE ENGINEER
2 COMMUNITY BOULEVARD
WHEELING, IL 60090
PHONE: (847) 459-2620
CONTACT: KYLE GOETZELMANN

WATER & SEWER
UTILITY SUPERINTENDENT
77 WEST HINTZ ROAD
WHEELING, IL 60090
PHONE: (847) 279-6928
CONTACT: JEFF WOLFGRAM

GAS
NICOR GAS
PHONE: (888) 642-6748

LEGAL DESCRIPTION

PARCEL 1:
THAT PART OF LOT 4 IN HENRY GRANDT AND OTHERS' SUBDIVISION (HEREINAFTER DESCRIBED), LYING NORTH OF A LINE 380 FEET SOUTH OF THE NORTH LINE OF SECTION 13 (ALSO BEING THE CENTER LINE OF HINTZ ROAD), AND EAST OF A LINE 216 FEET WEST OF THE WEST LINE OF LOT 5 EXTENDED, (EXCEPT THAT PART LYING EAST OF THE WEST LINE OF LOT 5, IN HENRY GRANDT AND OTHERS' SUBDIVISION AFORESAID, EXTENDED SOUTH, ALSO EXCEPTING THEREFROM THE SOUTH 14 FEET OF THE NORTH 44 FEET THEREOF CONDEMNED BY THE COUNTY OF COOK IN CASE NUMBER 86L51436), SAID LOT 4 BEING IN HENRY GRANDT AND OTHERS' SUBDIVISION OF THAT PART OF THE SOUTH 1420.62 FEET OF SECTION 12, WEST OF THE CENTER OF MILWAUKEE AVENUE, AND A PART OF THE NORTH ½ OF SECTION 13, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION FILED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS, JANUARY 29, 1923 AS DOCUMENT 172867, IN COOK COUNTY ILLINOIS.

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PARCEL 3:
NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR STORM WATER DRAINAGE AS CREATED BY RECIPROCAL EASEMENT AGREEMENT MADE BY MILWAUKEE AMUSEMENT CORPORATION AND THE FIRST NATIONAL BANK OF LAKE FOREST, TRUST NO. 4287, RECORDED SEPTEMBER 3, 1974 AS DOCUMENT 22835025 AND FILED AS DOCUMENT LR2771582, AS AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT RECORDED JUNE 4, 1998 AS DOCUMENT 98466355.

SHEET INDEX

C01.0 COVER SHEET
C02.0 EXISTING CONDITIONS PLAN
C03.0 SITE LAYOUT PLAN
C04.0 STANDARD NOTES AND DETAILS

Michael B Keith
MICHAEL B. KEITH
062-066723
LICENSED PROFESSIONAL ENGINEER
STATE OF ILLINOIS
03/27/2026
EXP. 11/30/2027

Know what's below. Call before you dig.

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630.577.0800
DESIGN FIRM #184005876-0010

SECTION 13
TOWNSHIP 42 NORTH, RANGE 11 EAST
WHEELING TOWNSHIP
COOK COUNTY, ILLINOIS

ATTRIBUTE
SOLAR LANDSCAPE LLC
CS IL 1004 MILWAUKEE AVE
1004 S. MILWAUKEE AVE, WHEELING, IL 60090
SPECIAL USE PERMIT PLANS
COVER SHEET

NOT FOR CONSTRUCTION

DATE
AUGUST 5, 2025

REVISIONS
2025/08/05 REVISIONS PER CLIENT
2025/12/17 REVISIONS PER CLIENT & VILLAGE
2026/02/23 REVISIONS PER VILLAGE
2026/03/27 REVISIONS PER VILLAGE

DR. AMW | CH. MBK
P.M. M. KEITH
JOB 25000704
SHEET NO. C01.0

I:\2025\25000704\SITE\SPECIAL\25000704-SLS-COVER SHEET 2026-03-27.DWG, COVER SHEET, 3/27/2026 3:57 PM, ALEX HANAK

LEGEND

- BOUNDARY LINE
- EXISTING EASEMENT LINE
- EXISTING SETBACK LINE
- EXISTING BUILDING
- FEMA REGULATORY FLOODWAY

EXISTING CONDITIONS BASED ON ALTA/ACSM LAND TITLE SURVEY BY SURVEY SYSTEMS OF AMERICA, INC. 11/30/2004.

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SCALE IN FEET
0 30 60 90 150

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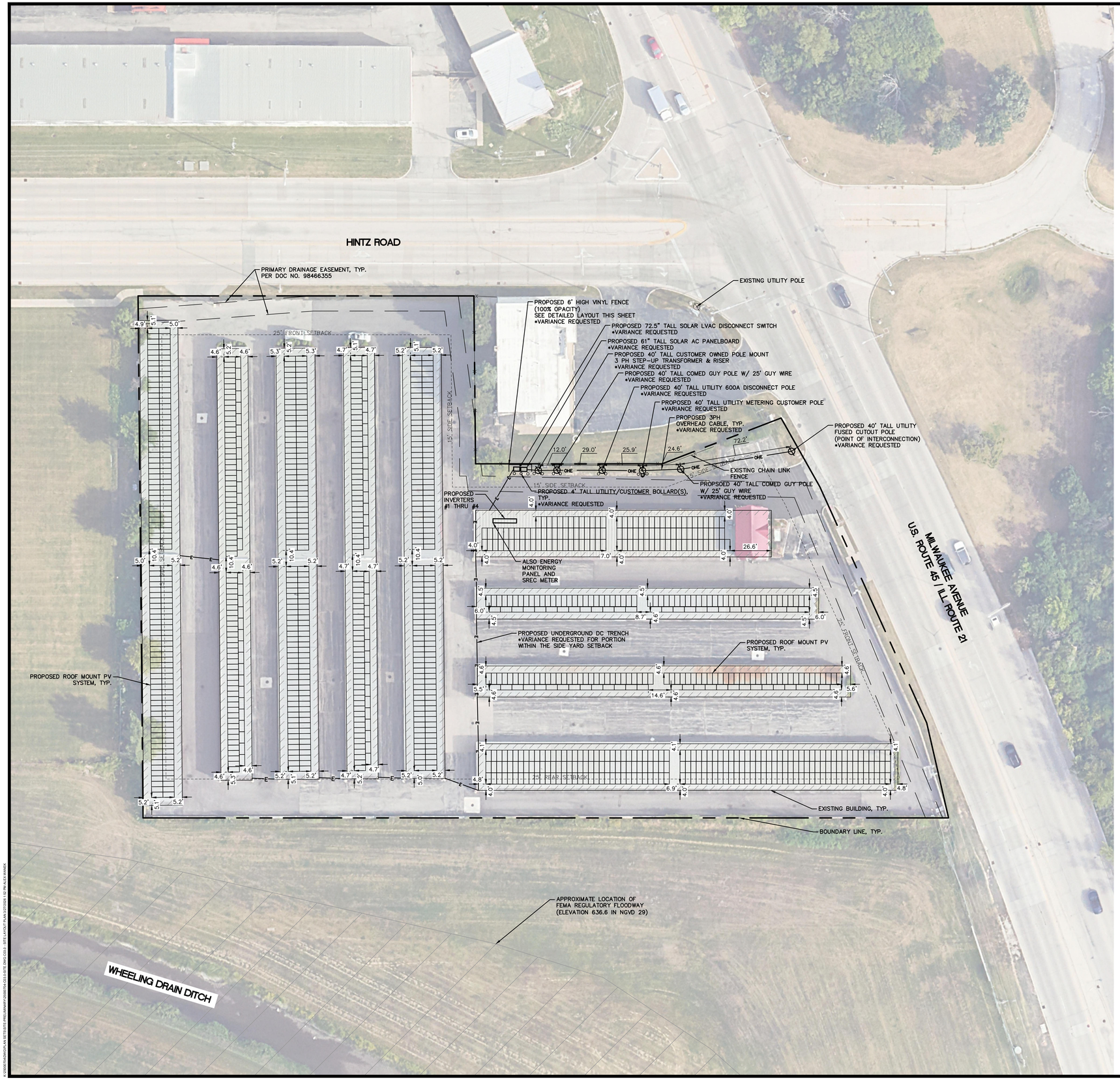
DR. AMW | CH. MBK
P.M. M. KEITH
JOB 25000704
SHEET NO.
C02.0

I:\25000704\DWG\PLAN SETS\SITE PREP\SUMMARY\25000704-SDS-EXIST (MAY) 2025-1 EXISTING CONDITIONS.dwg 3/27/2026 1:57 PM AILA WANDEL



LEGEND

- BOUNDARY LINE
- EXISTING EASEMENT LINE
- EXISTING SETBACK LINE
- UNDERGROUND ELECTRIC LINE
- OVERHEAD ELECTRIC LINE
- PROPOSED FENCE
- EXISTING BUILDING
- FEMA APPROXIMATE FLOODWAY

SITE DATA

PIN:	03-13-101-025
JURISDICTION:	VILLAGE OF WHEELING, IL
ZONING DISTRICT:	B-3 (GENERAL COMMERCIAL AND OFFICE DISTRICT)
CURRENT LAND USE:	STORAGE FACILITY
PARCEL AREA:	± 3.074 ACRES

FEMA FLOOD HAZARD: REGULATORY FLOODWAY AND ZONE AE PER FIRM MAP #17031C0207J DATED 8/19/2008.

GENERAL NOTES

1. THE CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS. THE CONTRACTOR SHALL ALSO PAY ALL FEES AND POST ALL BONDS ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER AND ARCHITECT AS REQUIRED.
2. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AND ALL CONSTRUCTION MEANS AND METHODS.
3. LIMITS OF WORK SHALL BE EROSION CONTROL BARRIERS AS INDICATED ON DRAWINGS.
4. ANY ALTERATION TO THESE DRAWINGS MADE IN THE FIELD DURING CONSTRUCTION SHALL BE RECORDED BY THE CONTRACTOR ON RECORD DOCUMENTS.
5. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
6. EXISTING TREES AND SHRUBS SHALL NOT BE CLEARED, UNLESS OTHERWISE NOTED.
7. FOR DRAWING LEGIBILITY, ALL EXISTING TOPOGRAPHIC FEATURES, EXISTING UTILITIES, PROPERTY BOUNDARIES, EASEMENTS, ETC. MAY NOT BE SHOWN ON ALL DRAWINGS. REFER TO ALL REFERENCED DRAWINGS AND OTHER DRAWINGS IN THIS SET FOR ADDITIONAL INFORMATION.

ZONING DISTRICT:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH CONDITIONS THAT MAY BE PROMULGATED BY THE COOK COUNTY PLANNING AND DEVELOPMENT DEPARTMENT, SOIL AND WATER CONSERVATION DISTRICT, AND MUNICIPAL AGENCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING, SECURING AND COMPLIANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT, AS ADMINISTERED BY THE STATE ENVIRONMENTAL PROTECTION AGENCY.

LAYOUT AND MATERIALS NOTES:
1. ALL LINES AND DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINES FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.
2. CONTRACTOR SHALL REPORT SIGNIFICANT CONFLICTS TO THE OWNER AND THE ENGINEER FOR RESOLUTION.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN SITE PLAN DIMENSIONS AND BUILDING PLANS BEFORE PROCEEDING WITH ANY PORTION OF SITE WORK WHICH MAY BE AFFECTED SO THAT PROPER ADJUSTMENTS TO THE SITE LAYOUT CAN BE MADE IF NECESSARY.
4. PROTECT EXISTING PROPERTY MONUMENTS AND ABUTTING PROPERTIES DURING CONSTRUCTION ACTIVITIES.

ZONING REQUIREMENTS

ZONING DISTRICT: B-3

REQUIRED SETBACKS FOR GROUND EQUIPMENT:

YARD	REQUIRED	PROPOSED
FRONT / STREETS:	25 FT.	SEE NOTE BELOW. •
SIDE:	15 FT.	SEE NOTE BELOW. •
REAR:	N/A	N/A

•ALL PROPOSED GROUND MOUNTED EQUIPMENT AND PROPOSED STRUCTURES ARE LOCATED WITHIN THE SETBACK(S). VARIANCE IS REQUESTED FOR THE FOLLOWING:

- POINT OF INTERCONNECTION POLE IS WITHIN THE FRONT YARD SETBACK AND 4.7 FT. FROM THE RIGHT-OF-WAY.
- 6' HIGH VINYL FENCE IS WITHIN THE SIDE YARD SETBACK AND IS 0.5 FT. FROM THE PROPERTY LINE.
- SOLAR LVAC DISCONNECT SWITCH IS WITHIN THE SIDE YARD SETBACK AND IS 2.0 FT. FROM THE PROPERTY LINE.
- SOLAR AC PANELBOARD IS WITHIN THE SIDE YARD SETBACK AND IS 2.3 FT. FROM THE PROPERTY LINE.
- CUSTOMER OWNED POLE MOUNT 3 PH STEP-UP TRANSFORMER & RISER IS WITHIN THE SIDE YARD SETBACK AND IS 4.2 FT. FROM THE PROPERTY LINE.
- WEST COMED GUY POLE W/ 25' GUY WIRE IS WITHIN THE SIDE YARD SETBACK AND IS 4.2 FT. FROM THE PROPERTY LINE.
- UTILITY 600A DISCONNECT POLE IS WITHIN THE SIDE YARD SETBACK AND IS 4.2 FT. FROM THE PROPERTY LINE.
- UTILITY METERING CUSTOMER POLE IS WITHIN THE SIDE YARD SETBACK AND IS 4.4 FT. FROM THE PROPERTY LINE.
- UTILITY/CUSTOMER BOLLARDS ARE WITHIN THE SIDE YARD SETBACK AND ARE 6.3 FT. FROM THE PROPERTY LINE (DISTANCE FROM PROPERTY LINE TO NEAREST BOLLARD).
- EAST COMED GUY POLE W/ 25' GUY WIRE IS WITHIN THE SIDE YARD SETBACK AND IS 6.1 FT. FROM THE PROPERTY LINE.
- UNDERGROUND DC TRENCH IS PARTIALLY WITHIN THE SIDE YARD SETBACK AND IS 3.4 FT. FROM THE PROPERTY LINE (DISTANCE FROM PROPERTY LINE TO NEAREST PORTION OF UNDERGROUND DC TRENCH).
- 3PH OVERHEAD CABLE IS PARTIALLY WITHIN THE FRONT AND SIDE YARD SETBACKS. THE PORTION OF THE 3PH OVERHEAD CABLE THAT COMES CLOSEST TO THE PROPERTY LINE (SIDE YARD) SITS AT 4.2 FT., AND FOR THE RIGHT-OF-WAY (FRONT YARD), 4.7 FT.

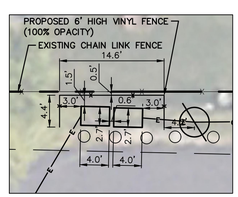
APPROXIMATE LOCATION FOR FEMA REGULATORY FLOODWAY SHOWN ON PLANS. THE REMAINDER OF THE SITE IS IN ZONE AE.

FLOODPLAIN NOTES

1.) FLOODPLAIN ELEVATION ON PROPERTY NEAREST TO THE IMPROVEMENTS IS 636.6 IN NVGD 29 (640.2 NAVD 88).

2.) ANY ELECTRICAL EQUIPMENT SHALL BE INSTALLED ABOVE THE BASE FLOOD ELEVATION (636.6) OR FLOOD PROOFED.

3.) AS-BUILT DRAWINGS WILL BE REQUIRED TO FINALIZE THE FLOODPLAIN PERMIT. THE AS-BUILT DRAWINGS SHOULD INCLUDE LOCATION OF UNDERGROUND CONDUIT AND ELEVATION OF ELECTRICAL EQUIPMENT IN RELATION TO THE BASE FLOOD ELEVATION.



DETAILED VINYL FENCE LAYOUT
SCALE 1"=10'

SCALE IN FEET
0 30 60 90 150

811 Know what's below. Call before you dig.

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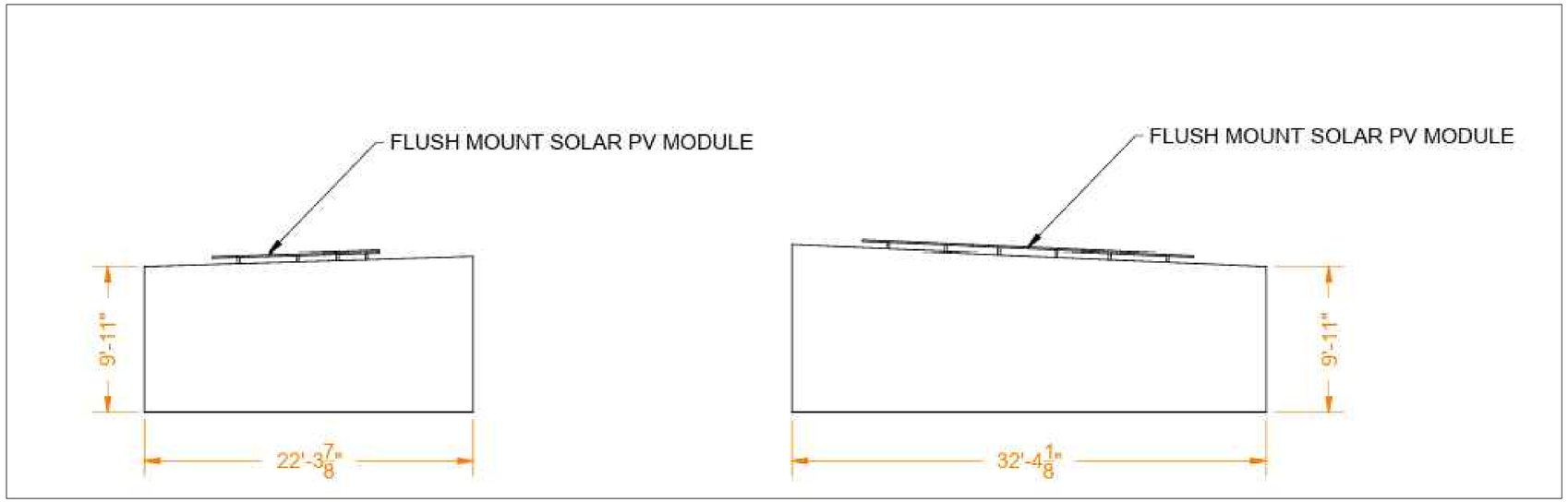
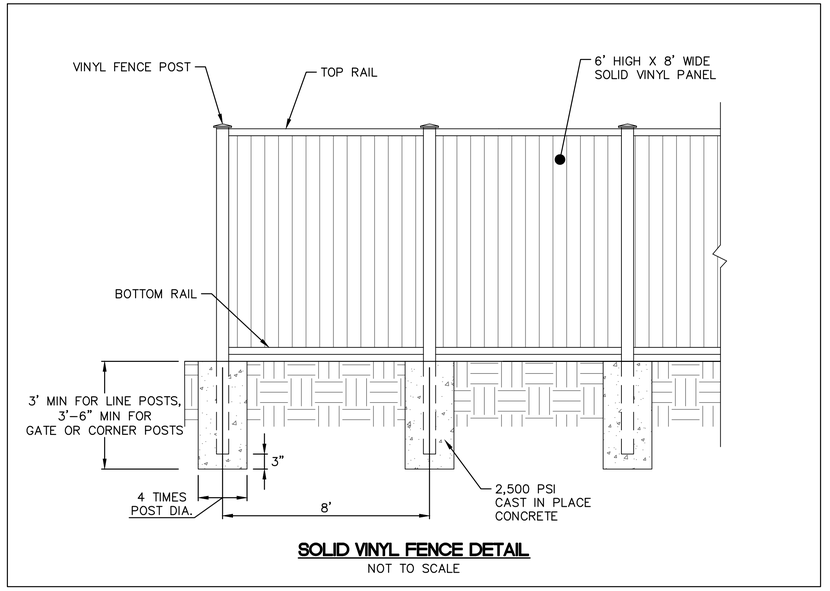
JOB 25000704
SHEET NO.
C03.0



TYPICAL BUILDING SECTION

NOT TO SCALE



SOLID VINYL FENCE DETAIL

NOT TO SCALE

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866.850.4200 www.atwell.com
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NAPERVILLE, IL 60563
630.577.8800
DESIGN FIRM #184005764-0010

SECTION 13
TOWNSHIP 42 NORTH, RANGE 11 EAST
WHEELING TOWNSHIP
COOK COUNTY, ILLINOIS

ATTRIBUTE
SOLAR LANDSCAPE LLC
CS IL 1004 MILWAUKEE AVE
1004 S. MILWAUKEE AVE, WHEELING, IL 60090
SPECIAL USE PERMIT PLANS
STANDARD NOTES AND DETAILS

NOT FOR CONSTRUCTION

DATE
AUGUST 5, 2025

REVISIONS
2025/08/05
REVISIONS PER CLIENT
2025/12/17
REVISIONS PER CLIENT & VILLAGE
2026/02/23
REVISIONS PER VILLAGE
2026/03/27
REVISIONS PER VILLAGE

DR. AMW | CH. MBK
P.M. M. KEITH
JOB 25000704
SHEET NO.
C04.0

PANEL MARKS: **7000 S CICERO AV, BE**

TECHNICAL SPECIFICATIONS

PANEL TYPE:	neXT Factory Assembled Interior
QUANTITY:	1
AMPS:	600A
VOLTAGE:	480Y/277V
SYSTEM:	3P4W
KAIC:	22 KAIC SC FULLY RATED
MATERIAL:	ALUMINUM BUS
PLATE:	SILVER PLATE
ENCLOSURE:	NEMA 3R CABINETS
MOUNTING:	SURFACE
SECTION:	1

MAIN DISCONNECT DEVICE

FEED DIR.	Bottom
TYPE:	Breaker
AMPS/SENSOR:	600A/-
CATALOG NO.:	XT5NU360BBYNDB0XXX
POLES:	3
LUGS:	Horiz. XT5 (2) 2/0-500 mcm, No Feed Through Lugs
ACCESSORIES:	2 Aux 250V AC/DC
ACCESSORIES:	Bell Alarm
ACCESSORIES:	110-240V AC / 110-250V DC ShuntTrip
ACCESSORIES:	TMA

INTERIOR X-VALUES

TOTAL X BUS	AVAILABLE X BUS
16	16

OPTIONS INCLUDED

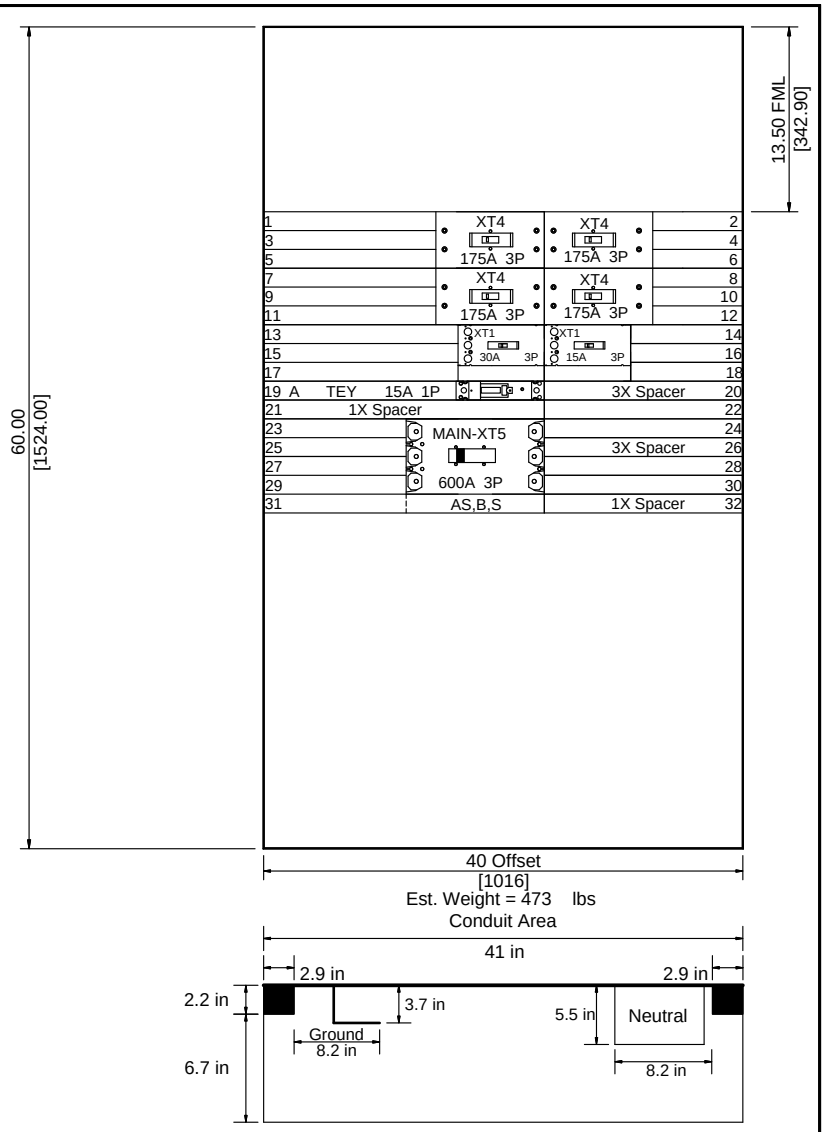
QTY	DESCRIPTION
1	Nameplates
1	Aluminum Bus Heat Rated
1	Grnd-Box bonded

BOX BOM

QTY	CAT #	DESCRIPTION
1	ER6040R	Enclosure
1	GC40F16NNA	Gutter Covers
1	FT40S00135	Front 1 of 2
1	FT40S00205	Front 2 of 2

INTERIOR BOM

QTY	CAT #	DESCRIPTION
1	GDBG10AL	Ground
1	IN1606NN3H1	Interior Bus Stack
1	NL12I0NSTNDAL	Neutral
0	MAINXHX55	Main Code - Not a Catalog Number
1	75C141109P109	Nameplates
1	IF1640F	Interior Frame
1	IL40F	Lifting Kits
1	SR01BB	1X Blank only
1	SR01BF	1X Filler & Blank
2	SR03BB	3X Blank only
1	SR1XBF	1 XT1 Mtg Kit, Wide
1	SR1XBR	1 XT1 Mtg Kit, Narrow
1	SR01BF	Acc Filler



PANEL INFORMATION	
INTERNAL DIMENSIONS	60"X42"X11"
NOTES	
EXTERNAL DIMENSIONS	61"X43.5"X16.7"

1. FML - FRAME MOUNTING LOCATION.
2. DRAWING NOT TO SCALE.
3. DIMENSIONS ARE IN INCHES[mm].

NEUTRAL CAN BE MOUNTED IN ANY CORNER

FACTORY AUTO-LAYOUT. THE LAYOUT IS NOT SPECIFIED, THE FACTORY MAY CHANGE THE LOCATION OF SOME OF THE BREAKERS. NEUTRAL ARE PRESSURE LUGS.

PROJECT NAME : 15x Wave 3 IL MCB Panelboards		PANEL ID: neXT Panel Assembled Interior	PRODUCT NAME: *ReliaGear neXT PANELBOARD*	DRAWING NO:
CUSTOMER: WESCO DISTRIBUTION INC. HAUPPAUGE		CREATED BY: Schultz, William		ITEM NO: 1
		DATE: 05/28/2024 19:50:47		MARKS: 7000 S CICERO AV, BE
		REVISION NO.		QUOTE NO: UAV-00035419
6/9/2024 3:18:59 PM		SAP ORDER:		SHEET: 1

neXT Device Information

X Space	Breaker Catalog Number	Trip Amps	Sensor Amps	Trip Unit	Poles	Phases Used	Lug Cable Size/Neut Sensor/Grnd Fault Cable	Notes
Main	XT5NU360BBYNDB0XXX	600	-	TMA	3	A,B,C	(2) 2/0 AWG - 500 MCM	1,2,3
1	XT4NU3175AYJ000XXX	175	-	TMF	3	ABC	(1) 4 AWG-300 MCM	
2	XT4NU3175AYJ000XXX	175	-	TMF	3	ABC	(1) 4 AWG-300 MCM	
7	XT4NU3175AYJ000XXX	175	-	TMF	3	ABC	(1) 4 AWG-300 MCM	
8	XT4NU3175AYJ000XXX	175	-	TMF	3	ABC	(1) 4 AWG-300 MCM	
13	XT1NU3030AYD000XXX	30	-	TMF	3	ABC	(1) 10 - 2/0 AWG	
14	XT1NU3015AYD000XXX	15	-	TMF	3	ABC	(1) 10 - 2/0 AWG	
19	TEYADEC0AAXXXXXX	15	-	TMF	1	A	(1) 14-10 AWG	

NOTES:

1 Device is furnished with 2 Aux 250V AC/DC
2 Device is furnished with Shunt trip 110-240V AC/110-250V DC
3 Device is furnished with Bell alarm

PANEL MARKS: **7000 S CICERO AV, BE**

TECHNICAL SPECIFICATIONS

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QUANTITY:	1
AMPS:	600A
VOLTAGE:	480Y/277V
SYSTEM:	3P4W
KAIC:	22 KAIC SC FULLY RATED
MATERIAL:	ALUMINUM BUS
PLATE:	SILVER PLATE
ENCLOSURE:	NEMA 3R CABINETS
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FEED DIR.	Bottom
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BOX BOM

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1	SR1XBF	1 XT1 Mtg Kit, Wide
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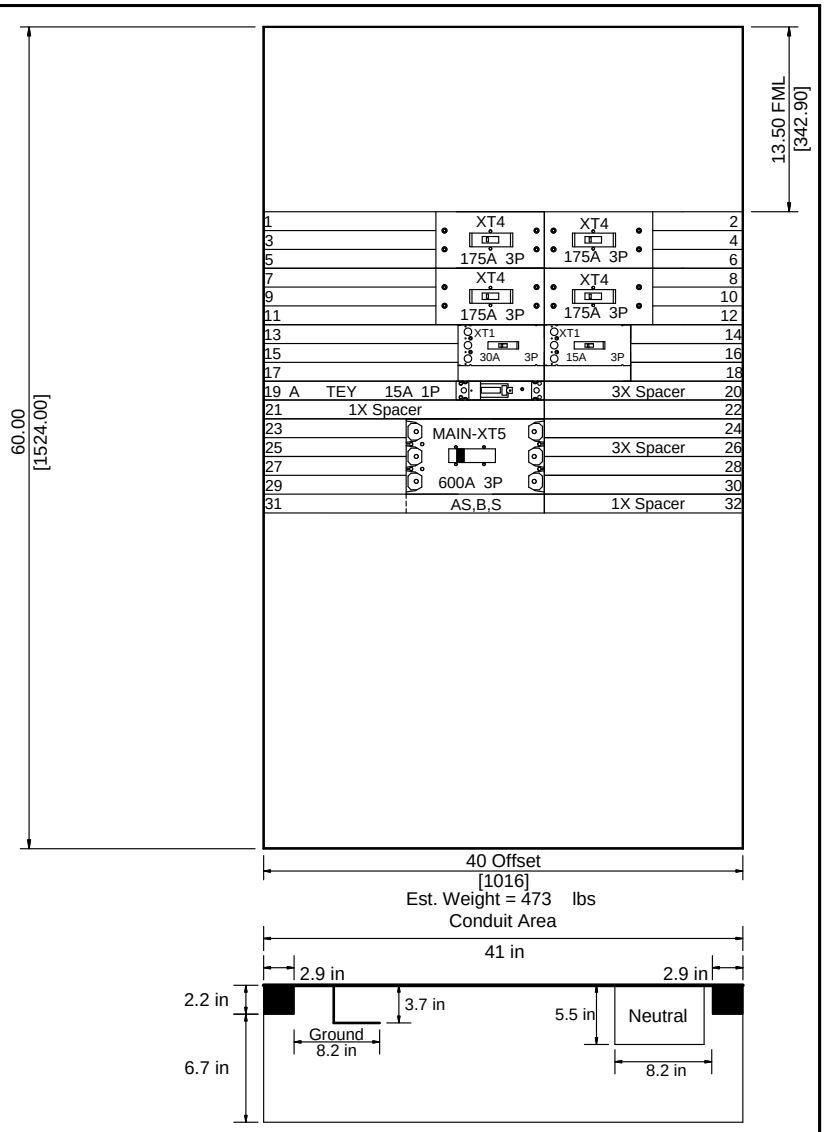
1	SR01BF	Acc Filler



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NOTES	
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7	XT4NU3175AYJ000XXX	175	-	TMF	3	ABC	(1) 4 AWG-300 MCM	
8	XT4NU3175AYJ000XXX	175	-	TMF	3	ABC	(1) 4 AWG-300 MCM	
13	XT1NU3030AYD000XXX	30	-	TMF	3	ABC	(1) 10 - 2/0 AWG	
14	XT1NU3015AYD000XXX	15	-	TMF	3	ABC	(1) 10 - 2/0 AWG	
19	TEYADEC0AAXXXXXX	15	-	TMF	1	A	(1) 14-10 AWG	

NOTES:

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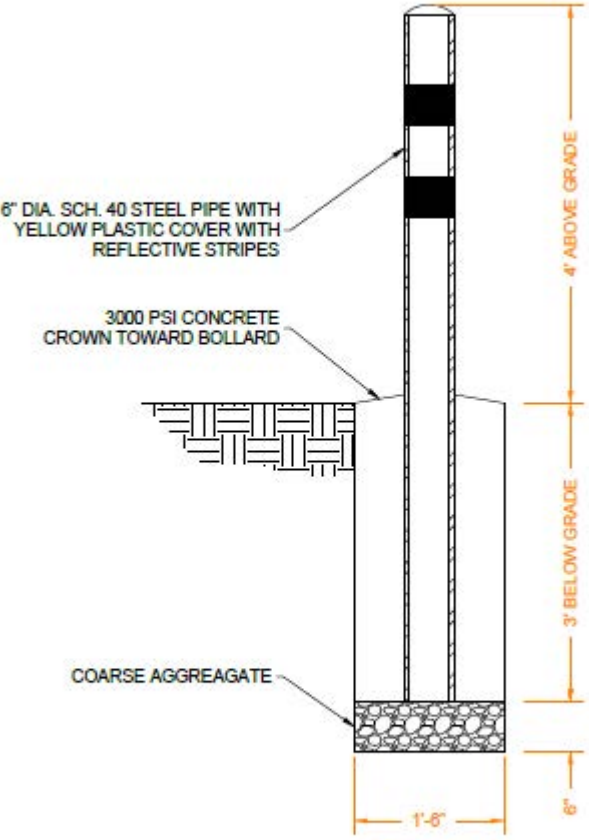
3 Device is furnished with Bell alarm



2 / E12 BOLLARD DETAILS
SCALE: 1:12

REVISES STANDARD DATED 12-11-15

COMPATIBLE UNITS AVAILABLE IN PASSPORT

PORTIONS OF THIS STANDARD ARE COLORIZED FOR CLARITY

11-18-16
C9105
PAGE 1 OF 11

PRIMARY METERING METER

INSTALLATION OF METERING EQUIPMENT AND GROUNDS

TYPE OF INSTALLATION
POLE HEIGHT

C9105.1 _ METER ON ComEd OWNED PRIMARY METERING POLE (14)
.2 _ METER ON CUSTOMER OWNED STRUCTURE (14)
._ B 30 FEET
._ C 35 FEET
._ D 40 FEET
._ E 45 FEET
._ F 50 FEET
._ G 55 FEET

ITEM	CAT ID DESCRIPTION TABLE-1	CAT ID	UNIT	QUANTITY .1_	QUANTITY .2_
A	COMPOUND, MECHANICAL, SEALING, 5 LB. PACKAGE, PER C-9493.	0000350004	EA	1	1

ITEM	CAT ID DESCRIPTION TABLE-2	CAT ID	UNIT	QUANTITY ._B	._C	._D	._E	._F	._G
AA	**GROUNDING INSTALLATION C8550. ___** (2)			1	1	1	1	1	1

CUSTOMER TO PROVIDE AND INSTALL

ITEM	TABLE-3 (1)	ComEd CAT ID	UNIT	QUANTITY
D	BODY, CONDUIT, 1 IN., TYPE LB, RIGID, THREADED, EM-59045 DATED	0000372428	EA	1
E	LOCKNUT, CONDUIT, 1 IN., THREADED, RIGID, GALVANIZED, APPLETON	0000373501	EA	1
F	BUSHING, CONDUIT, 1 IN., THREADED RIGID TYPE, GALVANIZED, NON-	0000372659	EA	1
H	CONDUIT, RIGID, 1 IN. X 10 FT., HOT DIPPED GALVANIZED, THREADE	0000376169	FT	5
J	CLAMP, CONDUIT, 1 IN. RIGID, ONE HOLE, GALVANIZED MALLEABLE IR	0000372811	EA	2
K	SCREW, LAG, U-GUARD, 1/4 IN. X 2-1/2 IN. WITH PRE-ASSEMBLED WA	0000384230	EA	7
L	CONNECTOR, BAR TAP, #10 SOLID TO #2 STR. CABLE TO 1/4 IN. MAX.	0000368764	EA	1
M	BRACE, STEEL, HOT GALVANIZED, 10 IN. X 1-1/2 IN. X 3/16 IN., 90 DEG. TWIST	0000382072	EA	2
N	SCREW, LAG, 1/2 X 3 IN., SQUARE HEAD, HOT GALVANIZED STEEL, TW	0000381359	EA	2
P	BOLT, SQUARE HEAD, 1/2 -13 X 1-1/2 IN., HOT GALVANIZED, WITH S	0000381129	EA	4
R	COVER, CONDUIT BODY, 1 IN., BLANK, STAMPED STEEL, EM-59046 DAT	0000373127	EA	1
S	NIPPLE, PIPE, 1 IN. X 1-1/2 IN. LONG, SCH. 40, ASTM A-53 / A-1	0000553759	EA	1
T	CONNECTOR, COMPRESSION, 1/0 OR 2/0 STR RUN TO #8 SOL OR 2 STRD	0000368544	EA	1
AD	WIRE,COPPER, CONTROL & INSTRUMENT, WEATHER RESISTANT, #4, SOLI	0000356408	EA	5

NOTES:

APPLICATION

- THIS STANDARD SHALL BE USED TO INSTALL METERING EQUIPMENT AND GROUNDS FOR PRIMARY METERING INSTALLATIONS.

SUPPLEMENTARY MATERIAL

(1) CUSTOMER TO PROVIDE AND INSTALL CECHA APPROVED METER CABINET AND MATERIAL IN TABLE-3.

(2) FROM C8550, OMIT ITEMS "A", "AA OR AD", AND "L". CONNECT GROUND WIRES AS SHOWN IN FIGURE-1, "3-WIRE GROUNDING" OR FIGURE-2, "4-WIRE GROUNDING".

(3) A 650V BYPASS PROTECTOR IS REQUIRED AND FURNISHED ONLY ON CURRENT TRANSFORMERS RATED 10 THROUGH 50 AMPERES.

INFORMATION

(11) CABINET MUST BE LEVEL AND PLUMB.

(12) BEND ITEM "M" TO FIT AFTER CABINET IS LEVEL.

(13) ENLARGE MOUNTING HOLES ON THIS SIDE OF CABINET FOR 1/2" BOLTS.

(14) ComEd TARIFFS PROVIDE FOR METER CABINET TO BE INSTALLED ON ComEd OWNED POLE OR CUSTOMER OWNED STRUCTURE IN CERTAIN PRIMARY METERING SITUATIONS.

(15) CASE GROUND POTENTIAL TRANSFORMERS, CURRENT TRANSFORMERS AND TERMINAL BOX, BY MOUNTING TO EQUIPMENT PLATFORM. EQUIPMENT PLATFORM IS GROUNDED TO PRIMARY GROUND ROD, AS CALLED FOR IN C9106, C9107, C9108, OR C9190.

(16) GROUND METER FITTING CASE TO THE SECONDARY GROUND ROD.

(17) FOR POLES WITH NO NEUTRAL CONDUCTOR, CONNECT DIRECTLY TO THE POLE GROUND.

ACAD

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C9105
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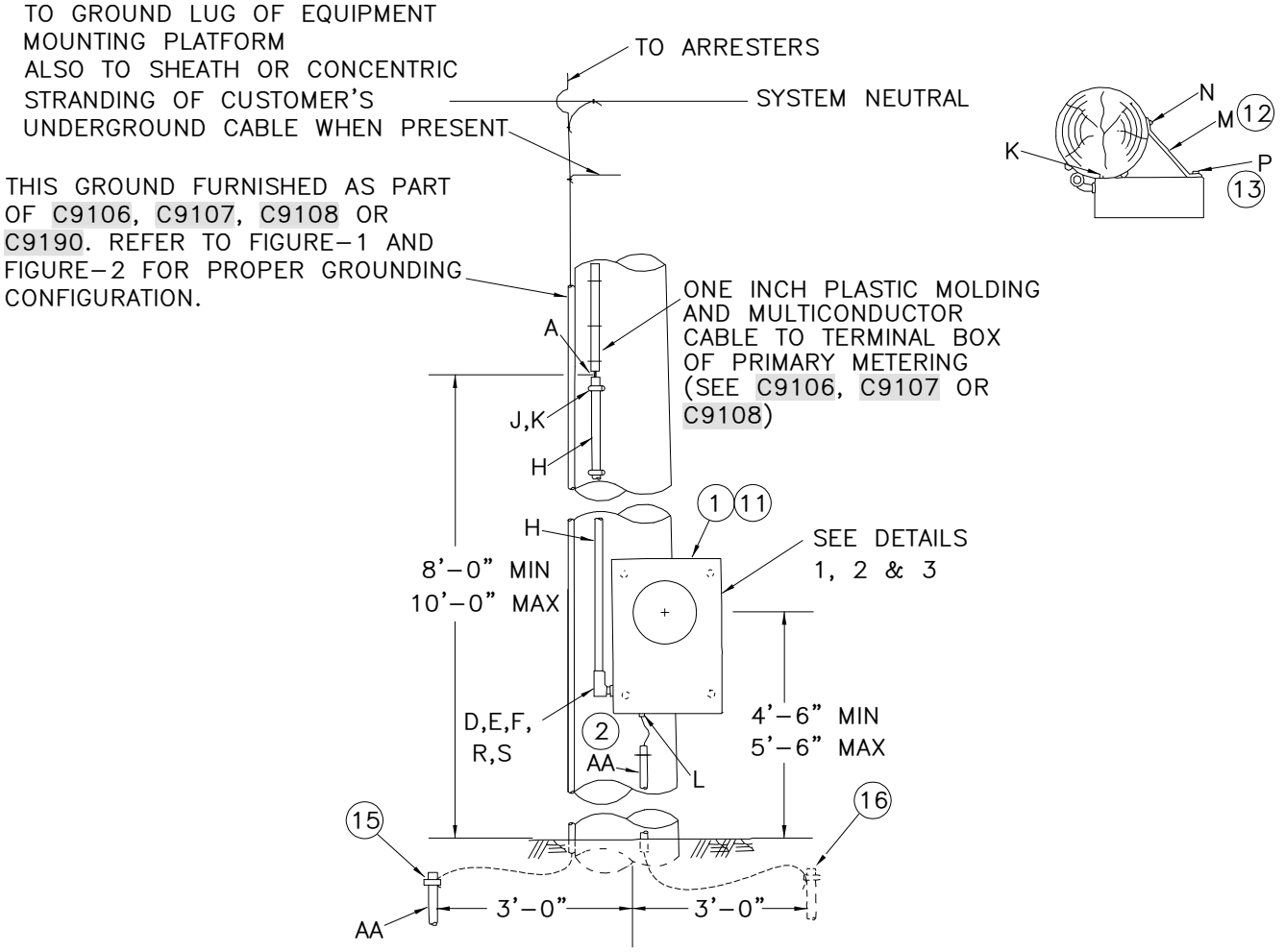
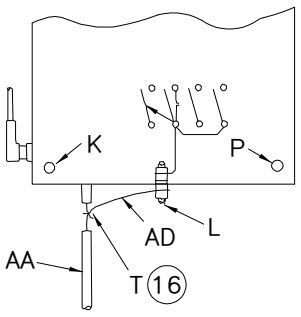
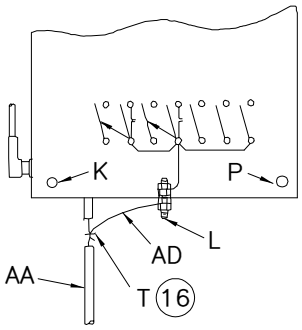


C9105.1_

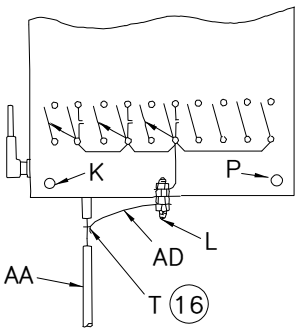
METER ON ComEd OWNED PRIMARY METERING POLE
(SEE DETAIL-4 FOR OVERALL PICTURE)



DETAIL-1
SINGLE PHASE



DETAIL-2
3-PHASE, 3-WIRE



DETAIL-3
3-PHASE, 4-WIRE

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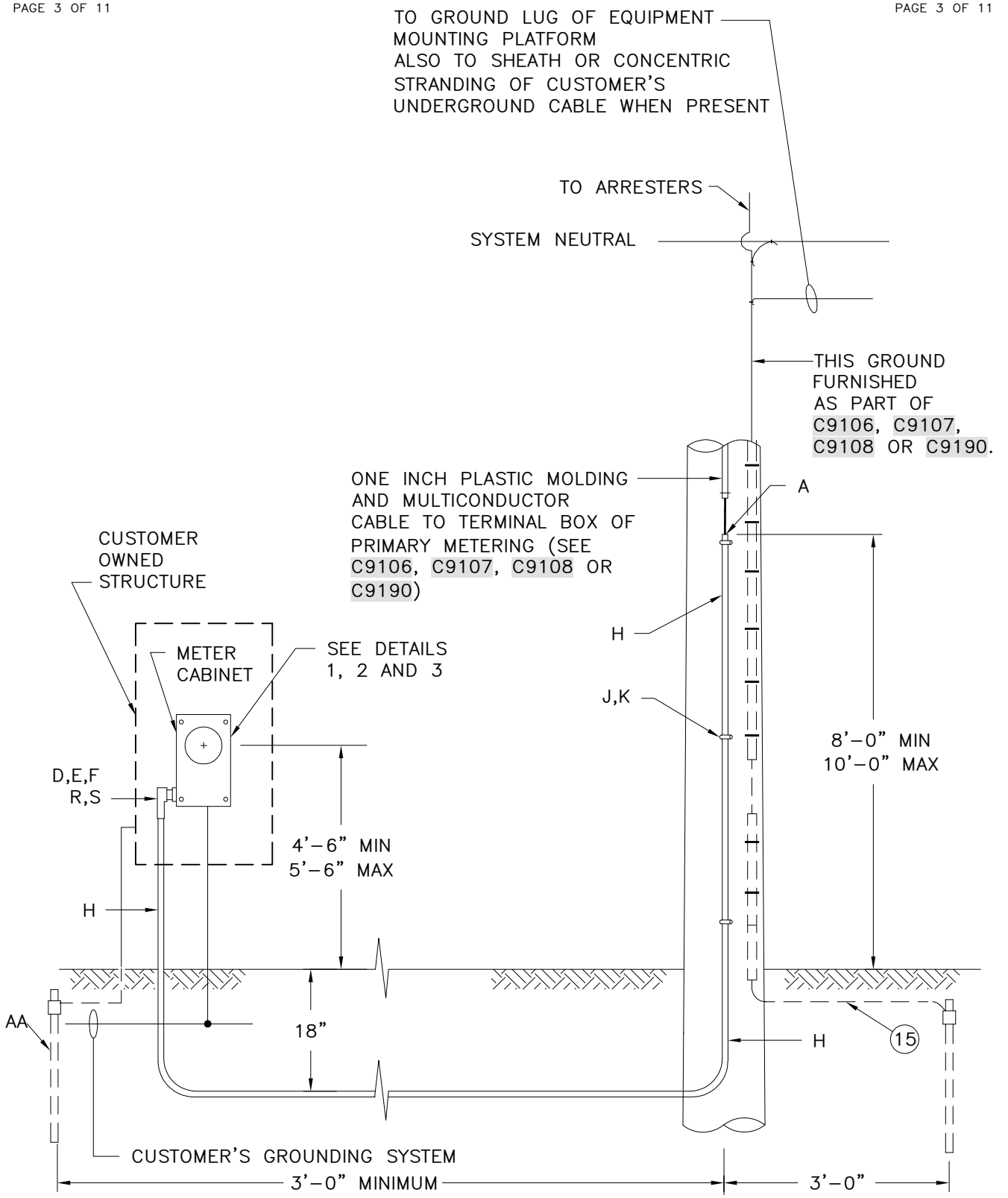

C9105.2_

METER ON CUSTOMER OWNED STRUCTURE
(SEE DETAIL-5 FOR OVERALL PICTURE)

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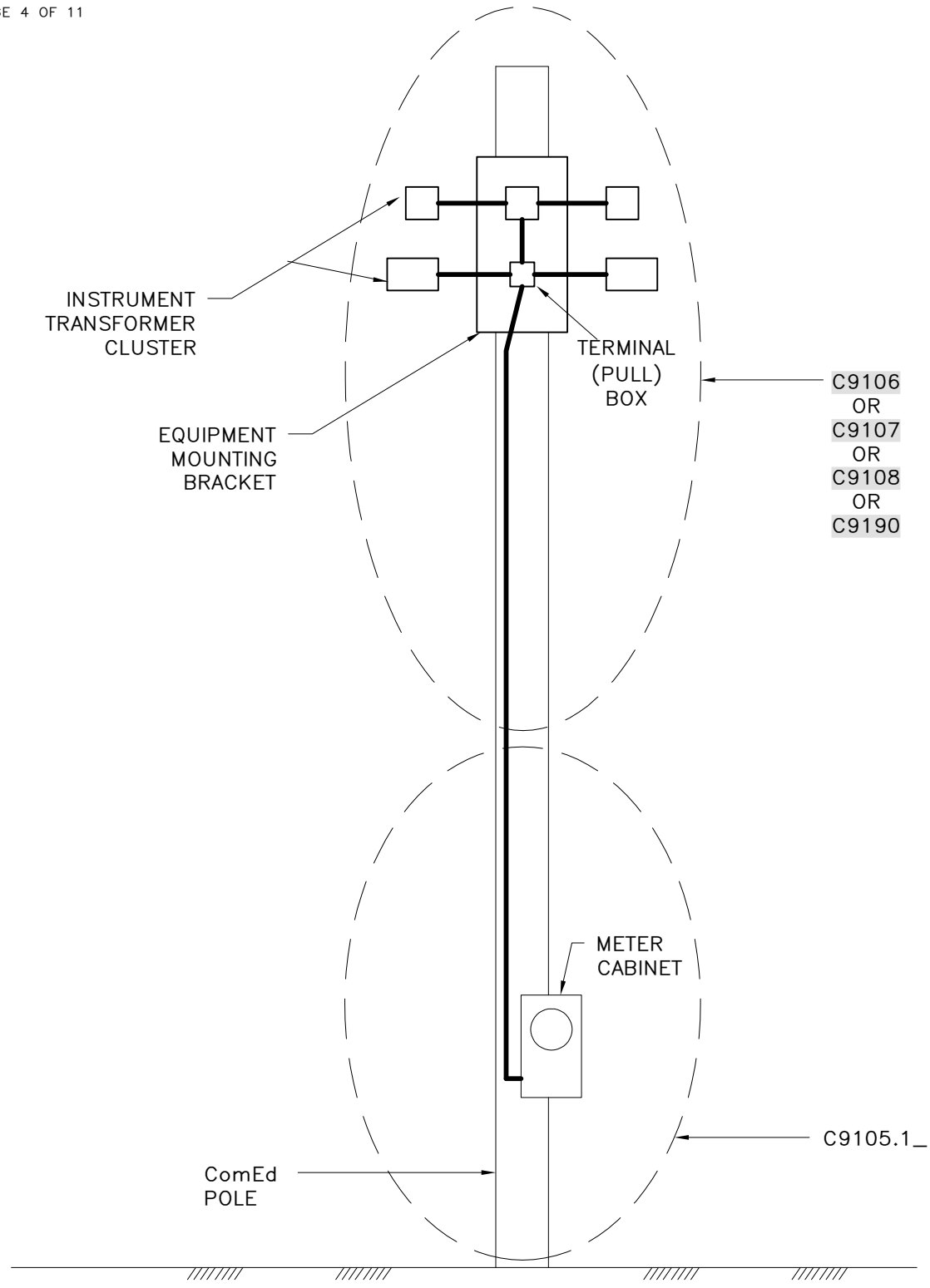

DETAIL-4

METER ON PRIMARY METERING POLE

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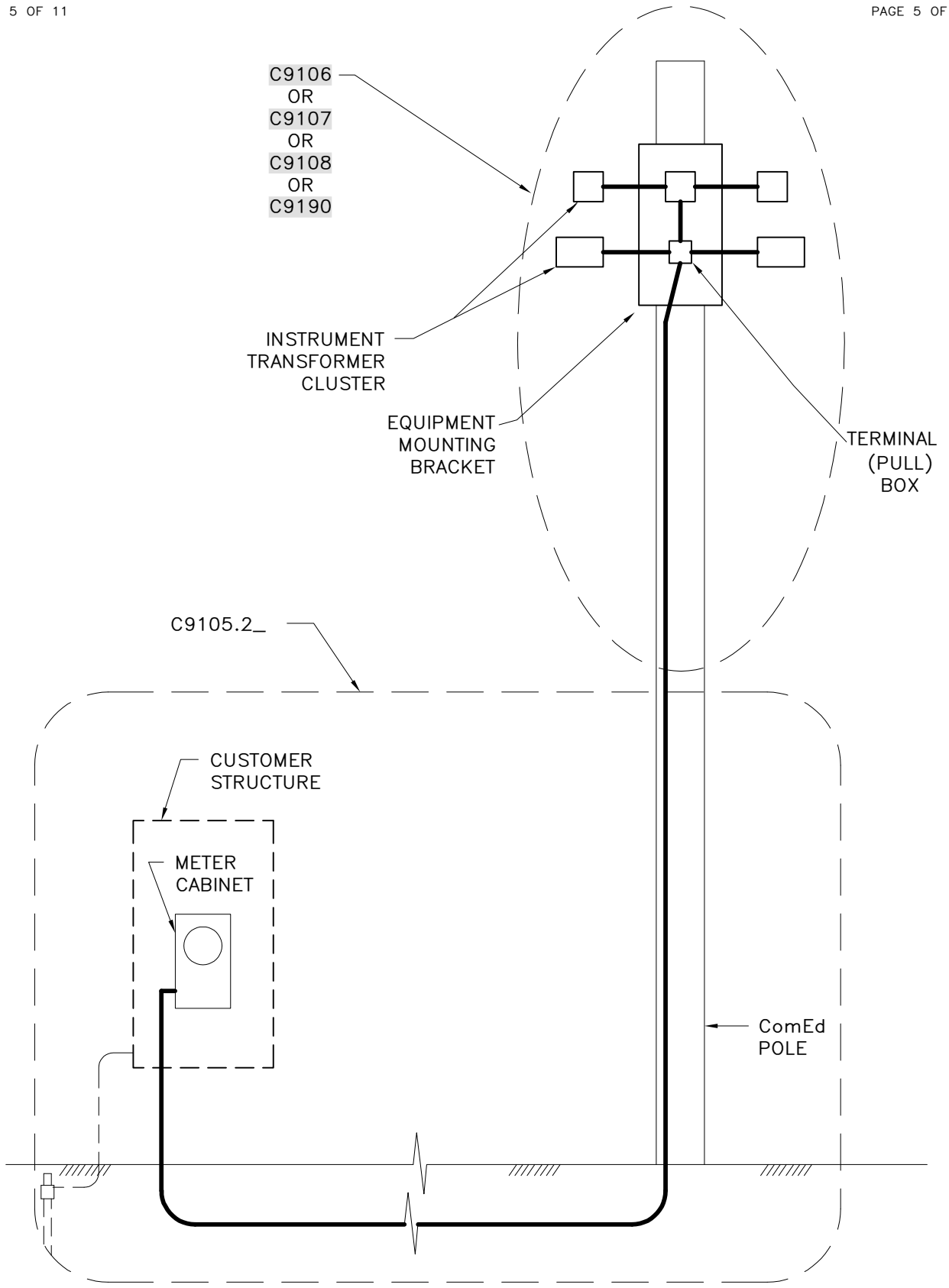

DETAIL-5

METER ON CUSTOMER OWNED STRUCTURE

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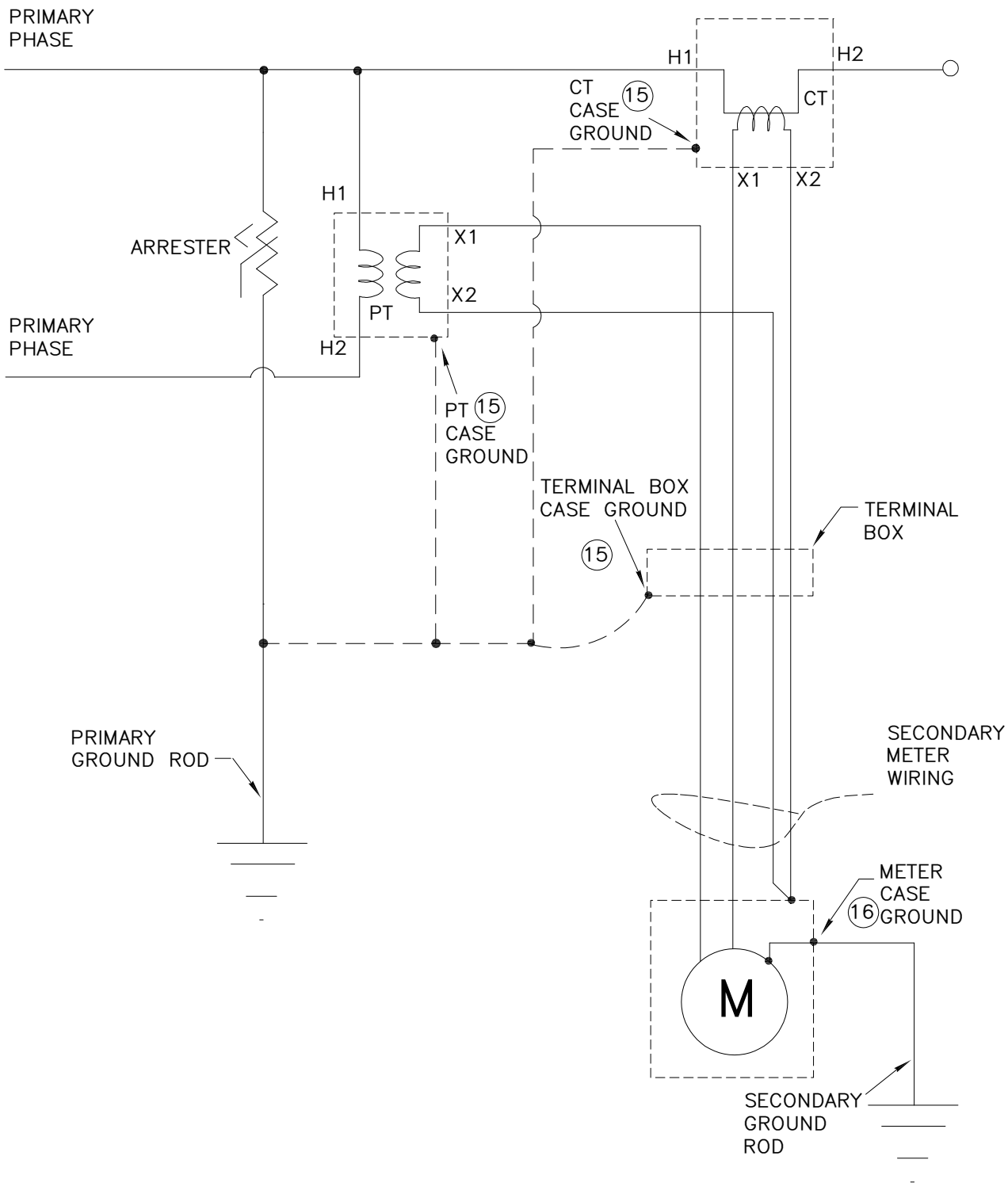

FIGURE-1

3-WIRE GROUNDING

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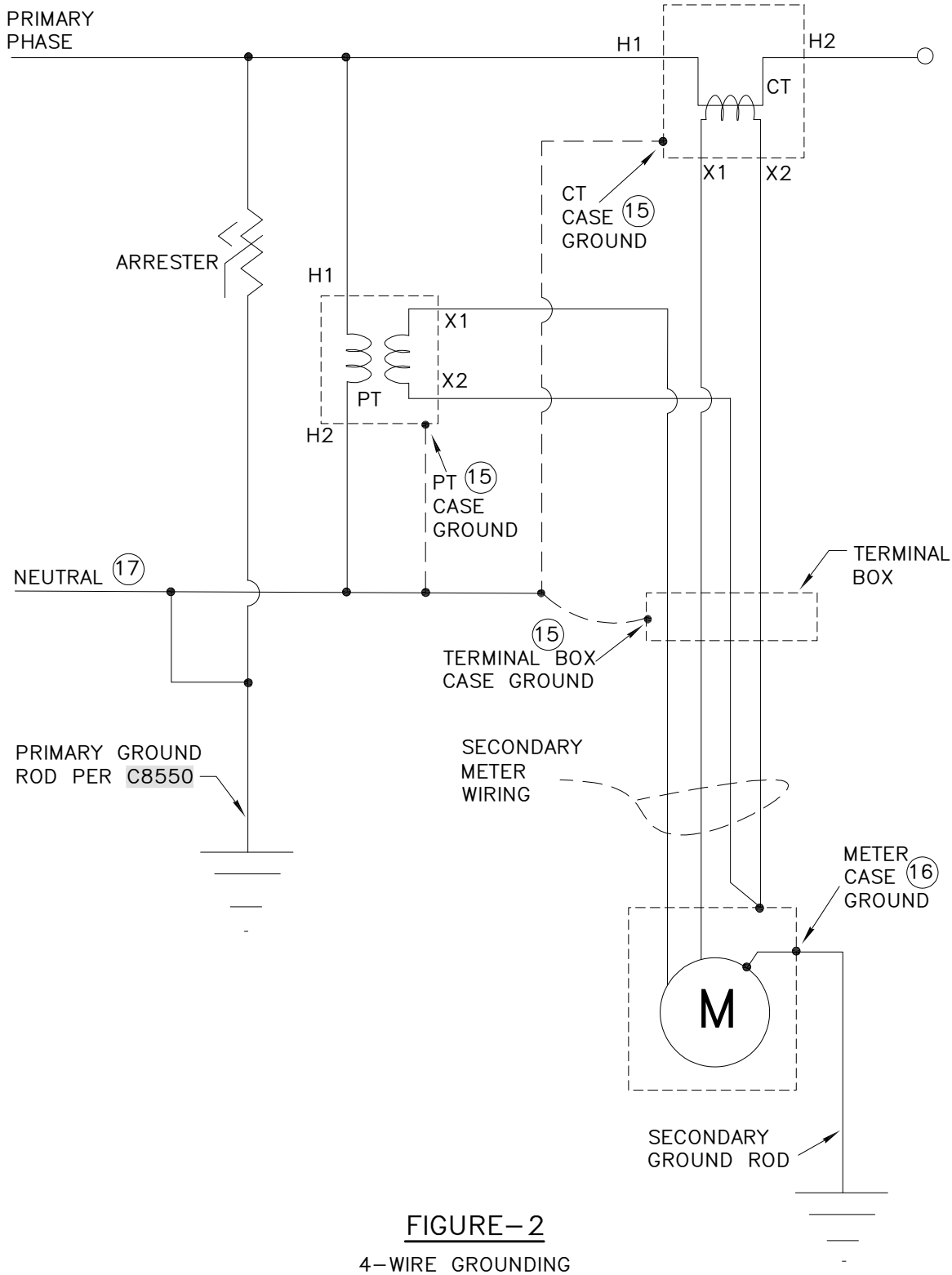

FIGURE-2

4-WIRE GROUNDING

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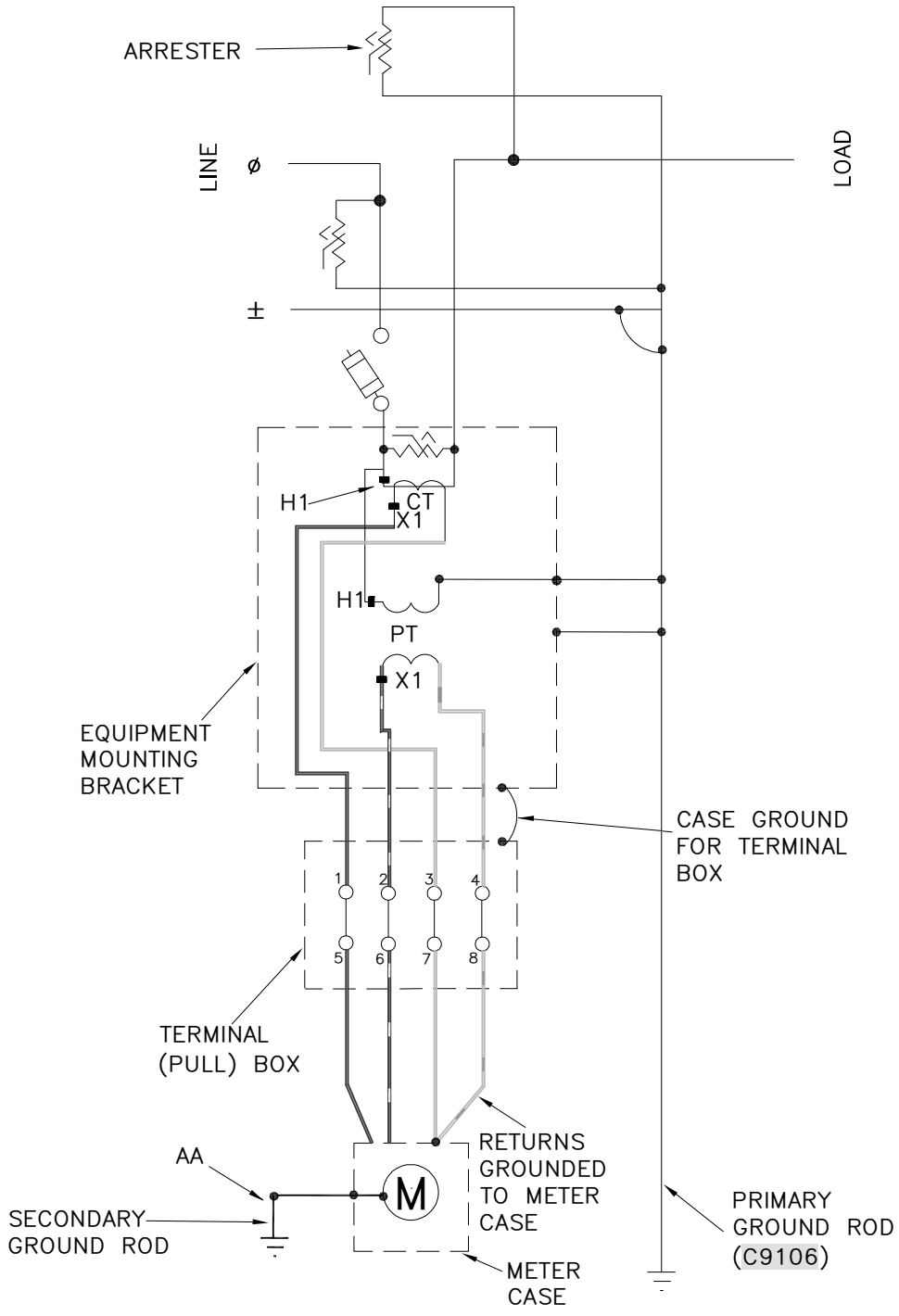

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
CT	1	RED	3	WHITE
PT	2	RED/ WHITE TRACER	4	WHITE/ORANGE TRACER

FIGURE-3

1-PHASE, 2 TRANSFORMER PRIMARY METERING

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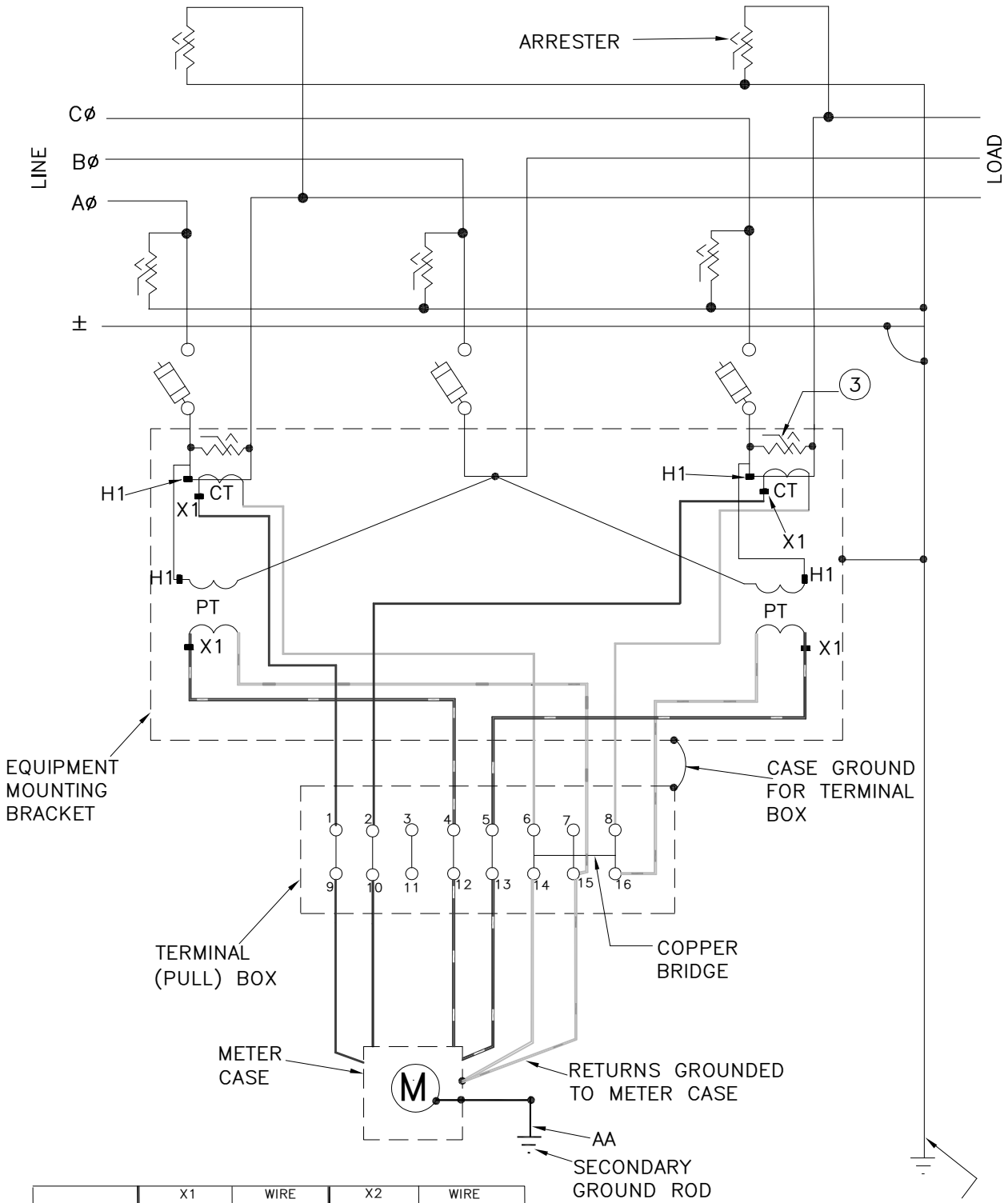

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
Aø CT	1	RED	6	WHITE
Cø CT	2	BLUE	8	WHITE
Aø PT	4	RED/ WHITE TRACER	15	WHITE/ORANGE TRACER
Cø PT	5	BLUE/ WHITE TRACER	16	WHITE/ORANGE TRACER

FIGURE-4

3-PHASE, 3-WIRE, 4 TRANSFORMER PRIMARY METERING

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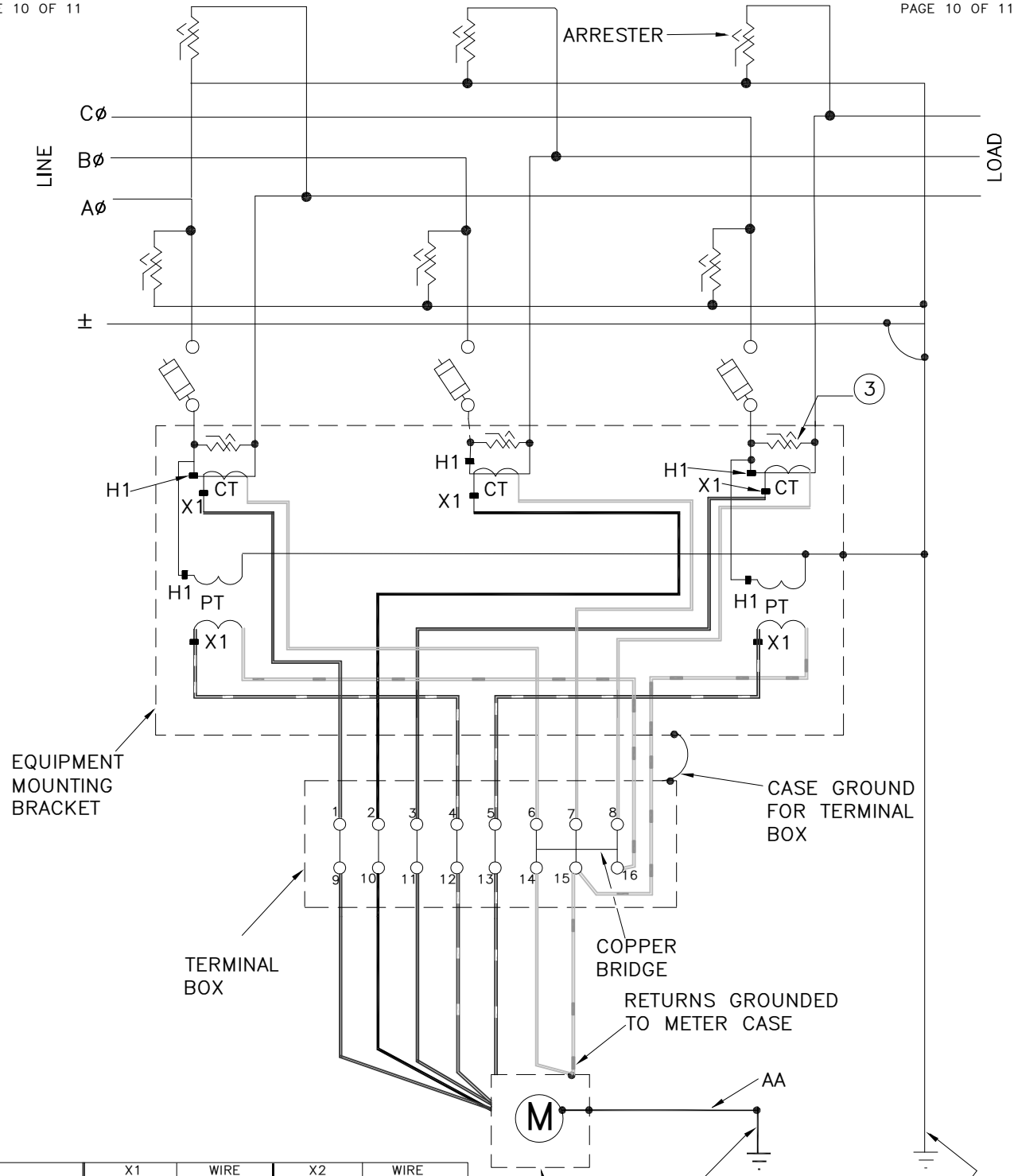

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
AØ CT	1	RED	6	WHITE
BØ CT	2	BLACK	7	WHITE
CØ CT	3	BLUE	8	WHITE
AØ PT	4	RED/ WHITE TRACER	16	WHITE/ORANGE TRACER
CØ PT	5	BLUE/ WHITE TRACER	15	WHITE/ORANGE TRACER

FIGURE-5

3-PHASE, 4-WIRE, 5-TRANSFORMER CLUSTER

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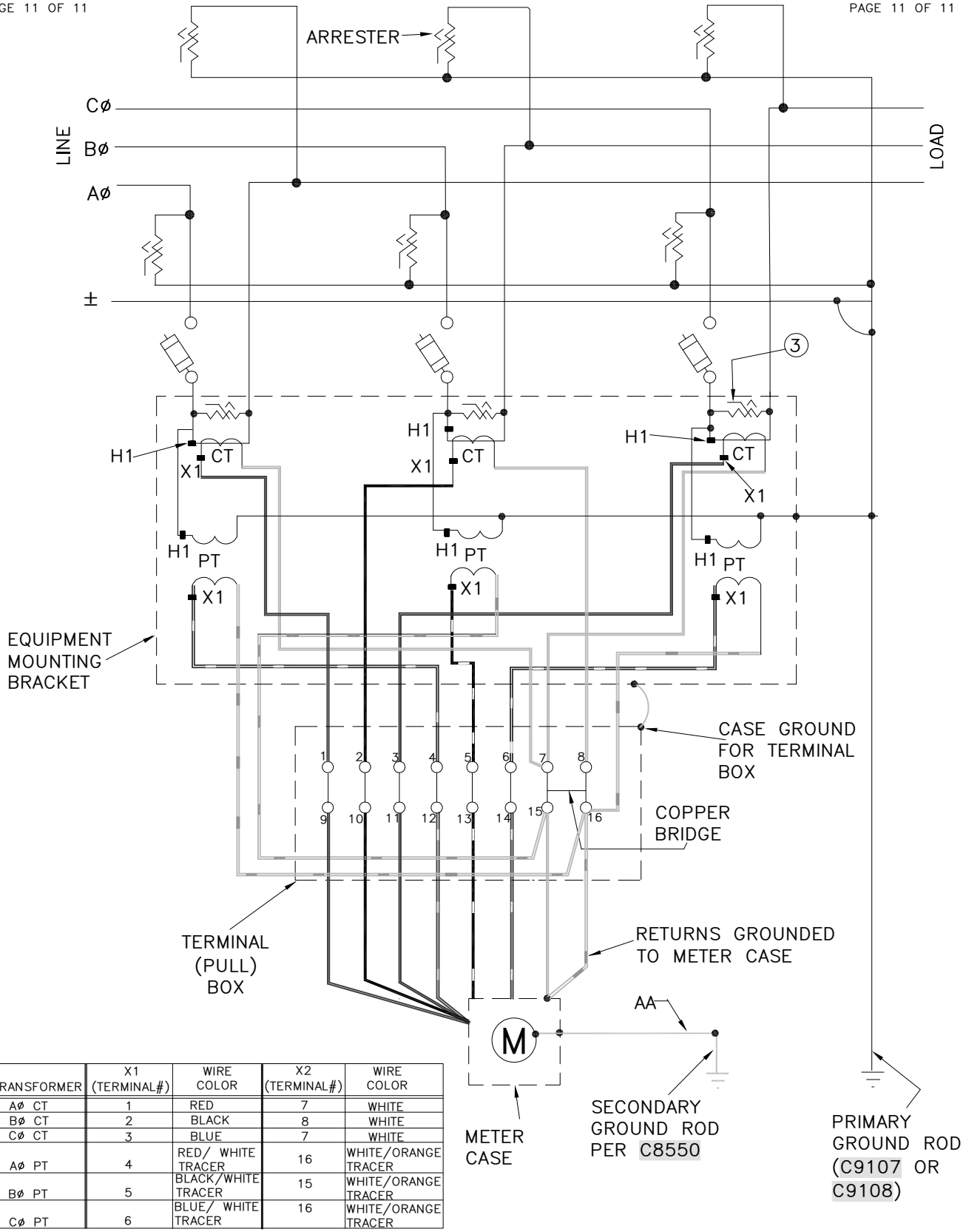

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
Aø CT	1	RED	7	WHITE
Bø CT	2	BLACK	8	WHITE
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Bø PT	5	BLACK/WHITE TRACER	15	WHITE/ORANGE TRACER
Cø PT	6	BLUE/ WHITE TRACER	16	WHITE/ORANGE TRACER

FIGURE-6

3-PHASE, 4-WIRE, 6-TRANSFORMER CLUSTER

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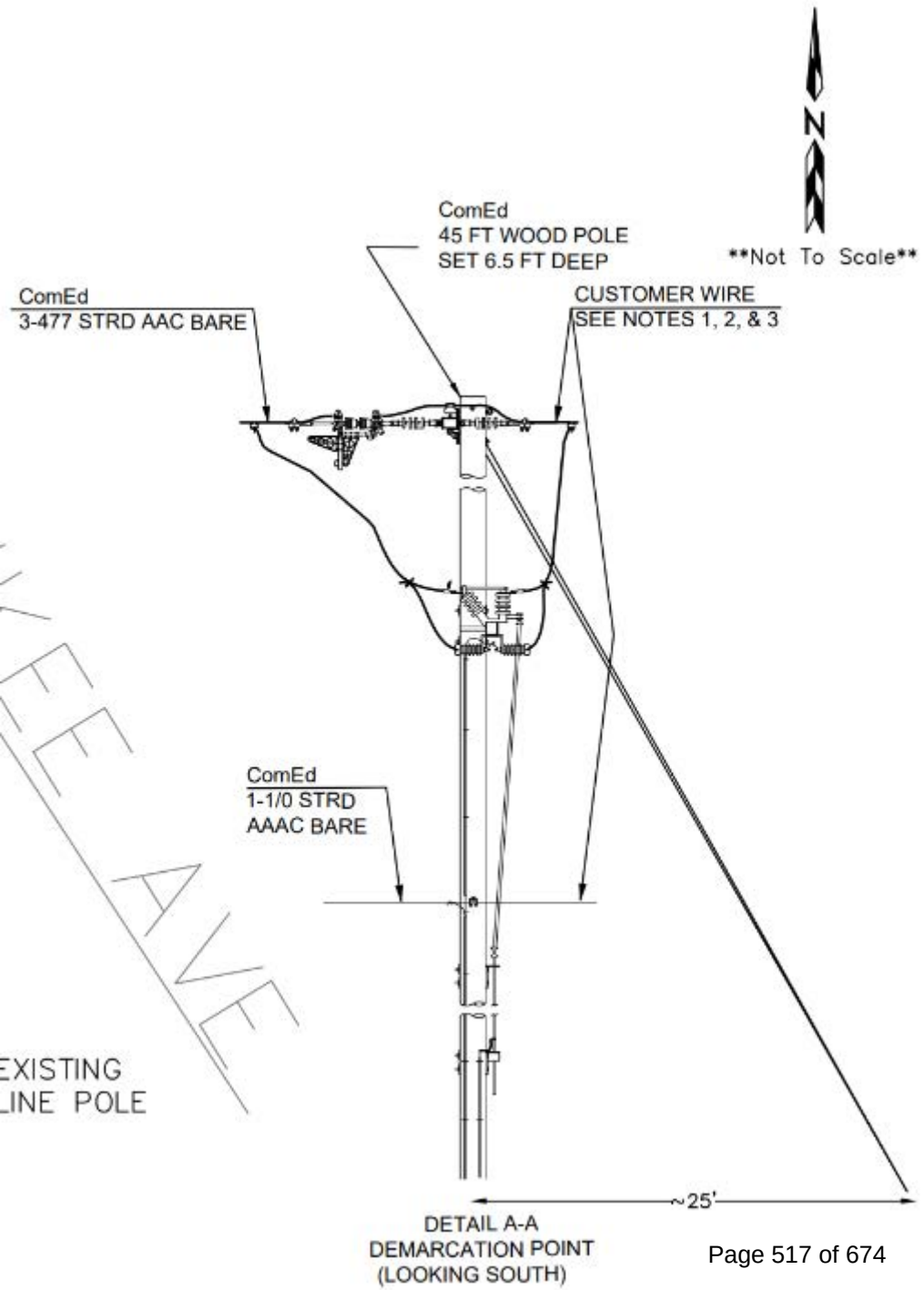
N
Not To Scale
ComEd
45 FT WOOD POLE
SET 6.5 FT DEEP
ComEd
3-477 STRD AAC BARE
CUSTOMER WIRE
SEE NOTES 1, 2, & 3
ComEd
1-1/0 STRD
AAAC BARE
EE AVE
EXISTING
LINE POLE
~25'
DETAIL A-A
DEMARCATION POINT
(LOOKING SOUTH)

Heavy Duty Safety Switch

DH367NRK

UPC:782113639277

Dimensions:

- **Height:** 12.38 IN
- **Length:** 57.5 IN
- **Width:** 27.5 IN

Weight:210 LB

Warranties:

- Eaton Selling Policy 25-000, one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

Specifications:

- **Type:** Single-Throw
- **Amperage Rating:** 800A
- **Enclosure:** NEMA 3R
- **Enclosure Material:** Painted galvanized steel
- **Fuse Class Provision:** Class L fuses
- **Fuse Configuration:** Fusible with neutral
- **Number Of Poles:** Three-pole
- **Number Of Wires:** Four-wire
- **Product Category:** Heavy Duty, Fusible with neutral
- **Voltage Rating:** 600V
- **Max Hp Rating:** 500 at 480 Vac TD 3 Ph, 500 at 600 Vac TD 3 Ph

Supporting documents:

- Eatons Volume 2-Commercial Distribution
- Eaton Specification Sheet - DH367NRK

Certifications:

- UL Listed

Product compliance: No Data

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INVERTER

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible

For North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

12-20 YEAR WARRANTY

Made in the USA from imported parts

SOLAREDGE'S USA-MANUFACTURED OFFERING FOR C&I ROOFTOPS AND CARPORTS

- Eligible for domestic content*: SolarEdge USA-manufactured inverters, when paired with certain SolarEdge USA-manufactured power optimizers, are intended to be eligible for the enhanced federal income tax credit for domestic content
- Pre-commissioning feature for automated validation of system components and wiring during the site installation process and prior to grid connection
- Easy two-person installation with lightweight, modular design (each inverter consists of two or three Synergy units and one Synergy Manager)
- Independent operation of each Synergy unit enables higher uptime and easy serviceability
- Built-in thermal sensors detect faulty wiring, ensuring enhanced protection and safety
- Built-in arc fault protection and rapid shutdown
- Built-in PID mitigation for maximized system performance
- Monitored** and field-replaceable surge protection devices, to better withstand surges caused by lightning or other events
- Built-in module-level monitoring with Ethernet or cellular communication for full system visibility

* For more details, see Eligibility for Domestic Content on the last page.

** Applicable only for DC and AC SPDs.

/ Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers	SE-DBL-USxxIBNxx	SE-TRI-USxxIBNxx				
Model Number	SE80KUS	SE50KUS	SE100KUS	SE110KUS	SE120KUS	UNITS
OUTPUT						
Total Rated AC Output Capacity	80,000	120,000				W
Rated AC Active Output Power	80,000	50,000	100,000	110,000	120,000	W
Maximum AC Apparent Output Power	80,000	50,000	100,000	120,000	120,000	VA
AC Output Line Connections	3W + PE, 4W + PE					
Supported Grids	WYE: TN-C; TN-S; TN-C-S; TT, IT; Delta: IT					
AC Output Voltage Minimum-Nominal-Maximum[1] (L-N)	244 – 277 – 305	105 – 120 – 132.5	244 – 277 – 305			Vac
AC Output Voltage Minimum-Nominal-Maximum[1] (L-L)	422.5 – 480 – 529	183 – 208 – 229	422.5 – 480 – 529			Vac
AC Frequency Minimum-Nominal-Maximum[1]	59.5 – 60 – 60.5					Hz
Maximum Continuous Output Current (per phase, PF=1)	96.5	139.5	120	144.3		Aac
GFDI Threshold	1					A
Utility Monitoring, Islanding Protection, Configurable Power Factor, Country Configurable Thresholds	Yes					
Total Harmonic Distortion	≤ 3					%
Power Factor Range	±0.85 to 1					
INPUT[2]						
Maximum DC Power (Module STC) Inverter / Synergy Unit	140,000 / 70,000	87,500 / 29,165	175,000 / 58,300	210,000 / 70,000		W
Transformer-less, Ungrounded	Yes					
Maximum Input Voltage DC+ to DC-	1000	600	1000			Vdc
Operating Voltage Range	850 – 1000	370 – 600	850 – 1000			Vdc
Maximum Input Current	2 x 48.25	3 x 46.5	3 x 40	3 x 48.25		Adc
Reverse-Polarity Protection	Yes					
Ground-Fault Isolation Detection	167kΩ sensitivity per Synergy Unit[3]					
CEC Weighted Efficiency	98.5	97	98.5			%
Nighttime Power Consumption	< 8	< 12				W
ADDITIONAL FEATURES						
Supported Communication Interfaces[4]	2 x RS485; Ethernet; Wi-Fi (optional); Cellular (optional)					
Smart Energy Management	Export Limitation					
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection					
Arc Fault Protection	Built-in, user configurable (according to UL 1699B)					
Photovoltaic Rapid Shutdown System	NEC 2014 – 2023, built-in, if paired with C651U					
PID Rectifier	Nighttime, built-in					
RS485 Surge Protection (ports 1+2)	Type II, field replaceable, integrated					
AC, DC Surge Protection	Type II, field replaceable, integrated					
DC SAFETY SWITCH						
DC Disconnect	Built-in					
STANDARD COMPLIANCE						
Safety	UL 1699B; UL 1741; UL 1741 SA; UL 1741 SB; UL 1998; CSA C22.2#107.1; Canadian AFCI according to T.I.L. M-07					
Grid Connection Standards	IEEE 1547-2018, Rule 21, Rule 14 (HI)					
Emissions	FCC Part 15 Class A					

(1) For other regional settings please contact SolarEdge support.
(2) For compatibility of inverters and power optimizers, see this technical note.
(3) Where permitted by local regulations.
(4) For specifications of the optional communication options, visit the Communication product page or the Knowledge Center to download the relevant product datasheet.

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers		SE-DBL-USxxIBNxx	SE-TRI-USxxIBNxx				
Model Number		SE80KUS	SE50KUS	SE100KUS	SE110KUS	SE120KUS	UNITS
INSTALLATION SPECIFICATIONS							
Number of Synergy Units per Inverter		2	3				
AC Maximum Conduit Size		2 ½"					in
AC Maximum Conductor Size Line / PE		4/0 AWG / 1/0 AWG					
DC Maximum Conduit Size		1 x 3"; 2 x 2"					in
Inverter Unit / Synergy Manager	Multi-input (fuse-less)[5] (SE-xxx-USxxIxxSx)	6 / 3 pairs; 6 – 12 AWG	9 / 3 pairs; 6 – 12 AWG				
	Combined input (fuse-less) (SE-xxx-USxxIxxWx)	N/A	3 pairs / 1 pair, 2 – 4 AWG; copper or aluminum				
Dimensions (H x W x D)		Synergy Unit: 22 x 12.9 x 10.75 / 558 x 328 x 273 Synergy Manager: 14.17 x 22.4 x 11.6 / 360 x 560 x 295					in / mm
Weight		Synergy Unit: 70.4 / 32 Synergy Manager: 39.6 / 18					lb / kg
Operating Temperature Range		-40 to +140 / -40 to +60[6]					˚F / ˚C
Cooling		Fan (user replaceable)					
Noise		< 67					dBA
Protection Rating		NEMA 3R					
Mounting		Brackets provided					

(5) Fusing is not included with the multi-input version of the Synergy Manager.
(6) For power derating information, see the Temperature Derating technical note for North America.

*Eligibility for Domestic Content

As it relates to the domestic content rules, the U.S. Department of Treasury and the IRS have not yet issued proposed or final regulations. Rather, the IRS has issued three notices - Notice 2023-38, Notice 2024-41 and Notice 2025-08. These notices provide guidance regarding the domestic content rules. SolarEdge products referenced herein are manufactured with the intent to be eligible for inclusion under the elective safe harbor table in calculating the Domestic Cost Percentage under the "Rooftop (MLPE)" category (under IRS Notices 2024-41 and 2025-08, depending on the PN used – see chart below). Eligibility is subject to the installation of qualified USA-Manufactured inverters and Power Optimizers (C651U) in the same project. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% Domestic Content bonus, to determine how the applicable rules apply to your project. The forward-looking statements in this document are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

PN	Domestically produced MPCs per notice 2024-41*	Domestically produced MPCs per notice 2025-08*
USESUK-USR0INNN**6**, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN**8**, when paired with C651U	Printed Circuit Board Assemblies, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)

SolarEdge is a global leader in smart energy technology. By leveraging world-class engineering capabilities and with a relentless focus on innovation, SolarEdge creates smart energy solutions that power our lives and drive future progress.

SolarEdge developed an intelligent inverter solution that changed the way power is harvested and managed in photovoltaic (PV) systems. The SolarEdge DC optimized inverter maximizes power generation while lowering the cost of energy produced by the PV system.

Continuing to advance smart energy, SolarEdge addresses a broad range of energy market segments through its PV, storage, EV charging, UPS, and grid services solutions.

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Cautionary Note Regarding Market Data and Industry Forecasts: This brochure may contain market data and industry forecasts from certain third-party sources. This information is based on industry surveys and the preparer's expertise in the industry and there can be no assurance that any such market data is accurate or that any such industry forecasts will be achieved. Although we have not independently verified the accuracy of such market data and industry forecasts, we believe that the market data is reliable and that the industry forecasts are reasonable.

CE

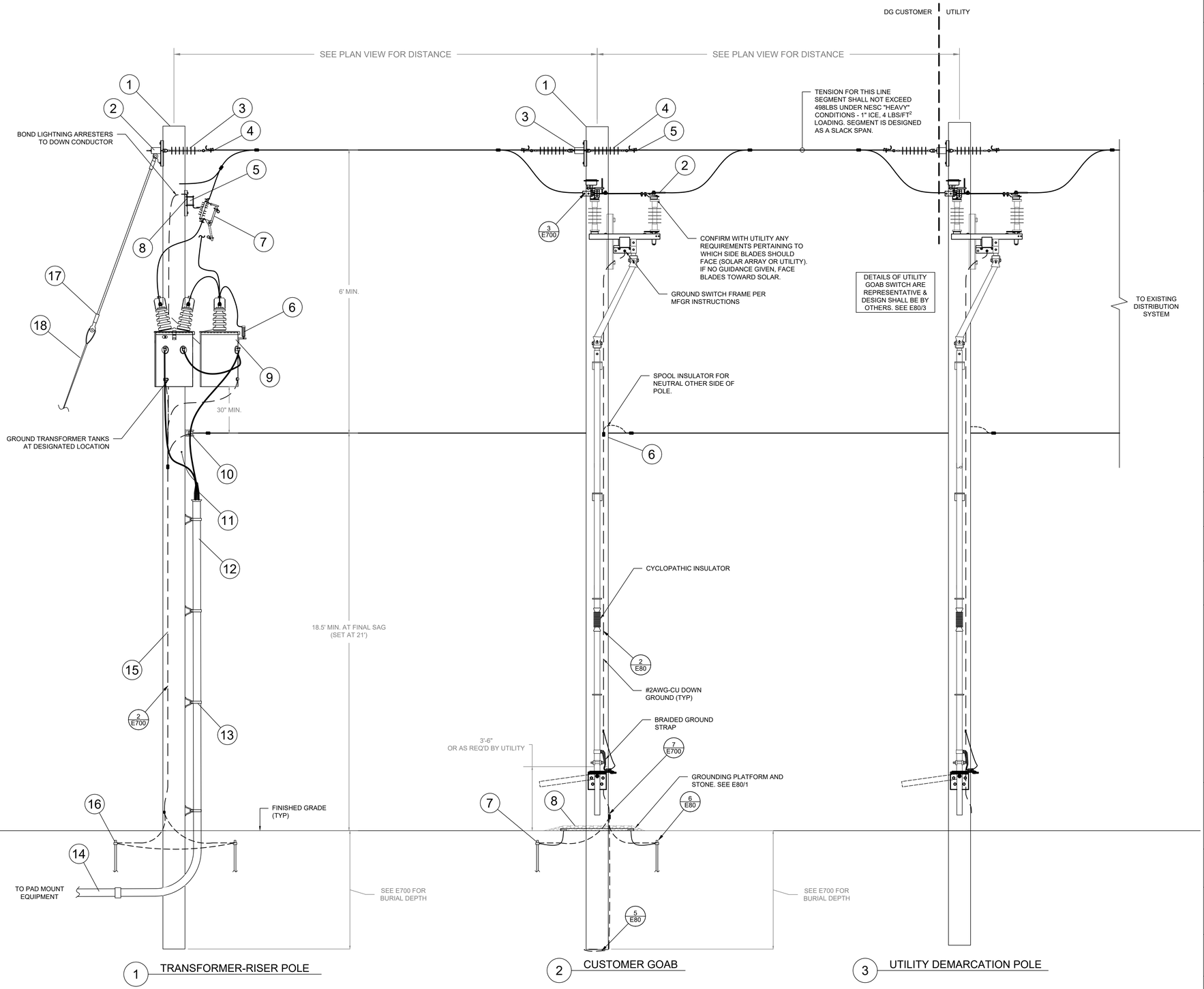
solaredge

RISER POLE BILL OF MATERIALS

Callout #	Qty	Equipment Name	Equipment Specification
1	1	Treated Wood Pole	45 foot pole (or higher to match Utility Pole Height) Class 2.
2	1	Dead End Cross Arm	8' Fiberglass
3	3	Dead End Insulator	15kV Polymer
4	3	Strain Clamps	Coordinate with Supply Conductors; See table
5	2	Tangent Cross Arm	8' Fiberglass
6	3	Surge Arrester w/ Wildlife Covers	Riser Class. See line diagram for MCOV rating.
7	3	Polymer Fused Cutout with mounting hardware	100A body, see line diagram for ampere rating and speed.
8	3	Cutout Bracket	Cutout bracket for crossarm
9	3	Liquid Filled Pole Mount Transformers	KVA varies by site. Provide wildlife protectors if not furnished with transformer.
10	1	Insulated Spool Clevis & Preform Grip	For Neutral Wire
11	1	Cable Grip	Basket style cable grip--attach to pole with lag bolt to support conductors
12	20'	Schedule 80 PVC Conduit	Note: parallel conductors must be separated unless specifically allowed.
13	As needed	Conduit standoff supports	Coordinate with riser conduit size and quantity.
14	As needed	Schedule 40 PVC Conduit	After 90° fitting - to pad mounted equipment.
15	As needed	#2AWG-CU Solid	Ground/Down Conductor
16	2	Ground Rod	5/8" x 10' Coppperweld
17	1	Fiberglass guy strain	10' or as needed to extend past exposed live parts
18	As needed	Guy Wire	3/8" EHS Galvanized with preform grips
19	1	Guy Wire Guard	Yellow, 8' minimum
20	1	Guy Anchor	As required for loading and soil conditions. 10" dia. Helix, 1-1/4" x 96" rod min.
	As needed	Overhead Wire	477kcmil AAC, for phase and neutral conductors
	As needed	Copper covered "tap/riser" wire. 110 mils polyethylene covering	#2AWG-CU For all connections below main conductors.
	As needed	Conductor connectors	Parallel groove clamp; coordinate sizing with conductors.
	As needed	C-Crimps for Ground	#2AWG-CU TO #2 AWG-CU
	16'	1" Half-Round	For down conductor
	As needed	Staples	Barbed Square Shank
	As needed	Mounting Hardware	Lags, Bolts, Nuts, Washers as required

GOAB POLE BILL OF MATERIALS

Callout #	Qty	Equipment Name	Equipment Specification
1	1	Treated Wood Pole	45 foot pole (or higher to match Utility Pole Height) Class 2.
2	1	GOAB Switch	15kV, 600A, Horizontal Configuration, Ground Operator - Torsional, 1.5" OD Pipe Control
3	1	Dead End Cross Arm	8' Fiberglass
4	6	Dead End Insulator	15kV Polymer
5	6	Strain Clamps	Coordinate with Supply Conductors
6	1	Insulated Spool Clevis & Preform Grip	For Neutral Wire
7	2	Ground Rod	5/8" x 10' Coppperweld
8	1	Galvanized Steel Grate & #2 Stone	See detail Sheet E700
	As needed	ACSR Overhead Wire	477kcmil AAC, for phase and neutral conductors
	As needed	Copper covered "tap/riser" wire. 110 mils polyethylene covering	#2AWG-CU For all connections below main conductors.
	6	Compression Fittings for GOAB	2-hole NEMA. Coordinate with Supply Conductors.
	As needed	Conductor connectors	Parallel groove clamp; coordinate sizing with conductors.
	As needed	#2AWG-CU Solid	Ground/Down Conductor
	As needed	C-Crimps for Ground	#2AWG-CU TO #2 AWG-CU
	16'	1" Half-Round	For down conductor
	As needed	Staples	Barbed Square Shank
	As needed	Mounting Hardware	Lags, Bolts, Nuts, Washers as required
	1	Padlock for LOTO	If required by utility/owner
	Lot	Labels	"PHOTOVOLTATIC (SOLAR) AC DISCONNECT", Site Plan Label, others as required by utility.



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solarlandscape

EXACTUS ENERGY
NEW AGE ENGINEERING

ELECTRICAL CERTIFICATION

LICENSED PROFESSIONAL ENGINEER
DAVID C. HERNANDEZ
062-068288
OF ILLINOIS
Exp. 11/30/25

TYPICAL MV ELEVATIONS ILLINOIS PORTFOLIO

DRAWN BY
JS

CHECKED BY

DATE
23-Sep-2024

DRAWING LEVEL
ISSUED FOR CONSTRUCTION

REV.	DATE	DRAWING LEVEL
A		
B		
C		
D		
E		

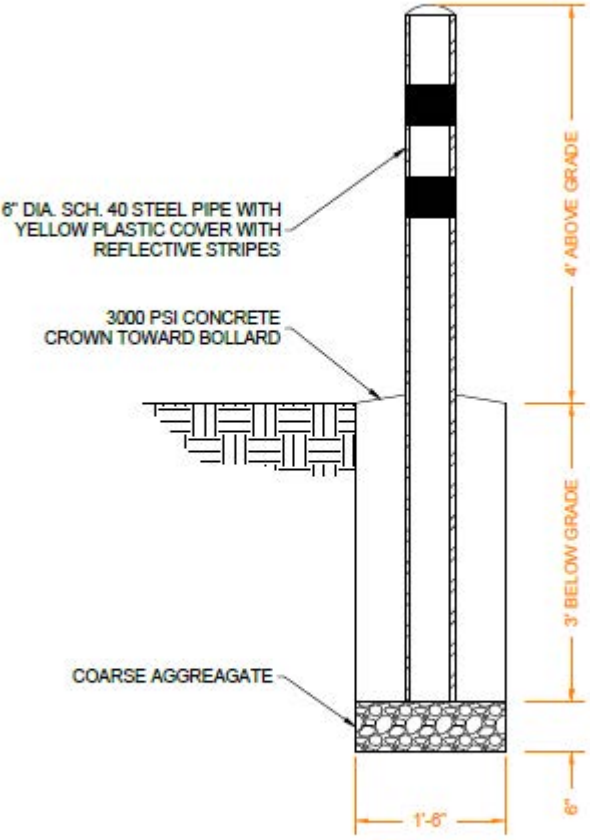
SHEET SIZE
36X24 SHOULD MEASURE 1":

SCALE
NTS

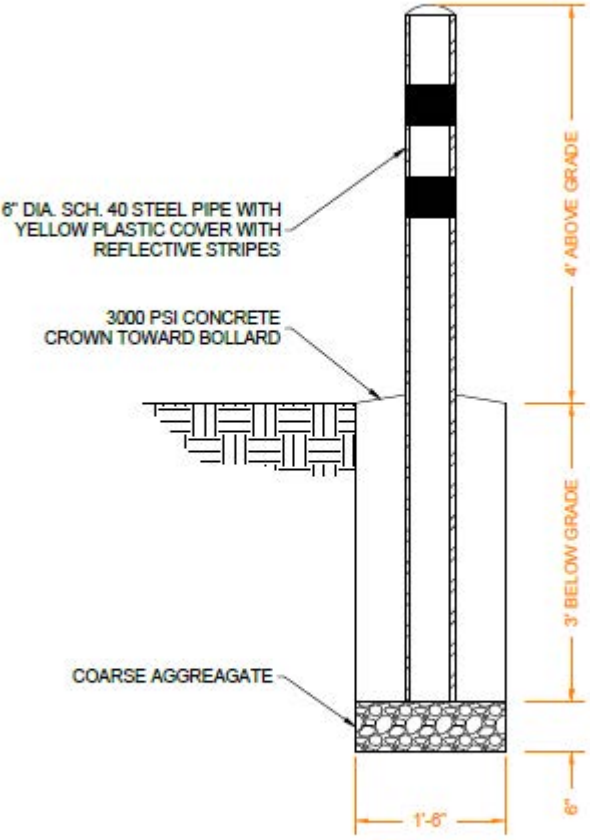
SHEET TITLE

E81

MEDIUM VOLTAGE ELEVATIONS



2 / E12 BOLLARD DETAILS
SCALE: 1:12



2 / E12 BOLLARD DETAILS
SCALE: 1:12

REVISES STANDARD DATED 12-11-15

COMPATIBLE UNITS AVAILABLE IN PASSPORT

PORTIONS OF THIS STANDARD ARE COLORIZED FOR CLARITY

11-18-16
C9105
PAGE 1 OF 11

PRIMARY METERING METER

INSTALLATION OF METERING EQUIPMENT AND GROUNDS

TYPE OF INSTALLATION
POLE HEIGHT

C9105.1 _ METER ON ComEd OWNED PRIMARY METERING POLE (14)
.2 _ METER ON CUSTOMER OWNED STRUCTURE (14)
._ B 30 FEET
._ C 35 FEET
._ D 40 FEET
._ E 45 FEET
._ F 50 FEET
._ G 55 FEET

ITEM	CAT ID DESCRIPTION TABLE-1	CAT ID	UNIT	QUANTITY .1_	QUANTITY .2_
A	COMPOUND, MECHANICAL, SEALING, 5 LB. PACKAGE, PER C-9493.	0000350004	EA	1	1

ITEM	CAT ID DESCRIPTION TABLE-2	CAT ID	UNIT	QUANTITY ._B	._C	._D	._E	._F	._G
AA	**GROUNDING INSTALLATION C8550. ___** (2)			1	1	1	1	1	1

CUSTOMER TO PROVIDE AND INSTALL

ITEM	TABLE-3 (1)	ComEd CAT ID	UNIT	QUANTITY
D	BODY, CONDUIT, 1 IN., TYPE LB, RIGID, THREADED, EM-59045 DATED	0000372428	EA	1
E	LOCKNUT, CONDUIT, 1 IN., THREADED, RIGID, GALVANIZED, APPLETON	0000373501	EA	1
F	BUSHING, CONDUIT, 1 IN., THREADED RIGID TYPE, GALVANIZED, NON-	0000372659	EA	1
H	CONDUIT, RIGID, 1 IN. X 10 FT., HOT DIPPED GALVANIZED, THREADE	0000376169	FT	5
J	CLAMP, CONDUIT, 1 IN. RIGID, ONE HOLE, GALVANIZED MALLEABLE IR	0000372811	EA	2
K	SCREW, LAG, U-GUARD, 1/4 IN. X 2-1/2 IN. WITH PRE-ASSEMBLED WA	0000384230	EA	7
L	CONNECTOR, BAR TAP, #10 SOLID TO #2 STR. CABLE TO 1/4 IN. MAX.	0000368764	EA	1
M	BRACE, STEEL, HOT GALVANIZED, 10 IN. X 1-1/2 IN. X 3/16 IN., 90 DEG. TWIST	0000382072	EA	2
N	SCREW, LAG, 1/2 X 3 IN., SQUARE HEAD, HOT GALVANIZED STEEL, TW	0000381359	EA	2
P	BOLT, SQUARE HEAD, 1/2 -13 X 1-1/2 IN., HOT GALVANIZED, WITH S	0000381129	EA	4
R	COVER, CONDUIT BODY, 1 IN., BLANK, STAMPED STEEL, EM-59046 DAT	0000373127	EA	1
S	NIPPLE, PIPE, 1 IN. X 1-1/2 IN. LONG, SCH. 40, ASTM A-53 / A-1	0000553759	EA	1
T	CONNECTOR, COMPRESSION, 1/0 OR 2/0 STR RUN TO #8 SOL OR 2 STRD	0000368544	EA	1
AD	WIRE,COPPER, CONTROL & INSTRUMENT, WEATHER RESISTANT, #4, SOLI	0000356408	EA	5

NOTES:

APPLICATION

- THIS STANDARD SHALL BE USED TO INSTALL METERING EQUIPMENT AND GROUNDS FOR PRIMARY METERING INSTALLATIONS.

SUPPLEMENTARY MATERIAL

(1) CUSTOMER TO PROVIDE AND INSTALL CECHA APPROVED METER CABINET AND MATERIAL IN TABLE-3.

(2) FROM C8550, OMIT ITEMS "A", "AA OR AD", AND "L". CONNECT GROUND WIRES AS SHOWN IN FIGURE-1, "3-WIRE GROUNDING" OR FIGURE-2, "4-WIRE GROUNDING".

(3) A 650V BYPASS PROTECTOR IS REQUIRED AND FURNISHED ONLY ON CURRENT TRANSFORMERS RATED 10 THROUGH 50 AMPERES.

INFORMATION

(11) CABINET MUST BE LEVEL AND PLUMB.

(12) BEND ITEM "M" TO FIT AFTER CABINET IS LEVEL.

(13) ENLARGE MOUNTING HOLES ON THIS SIDE OF CABINET FOR 1/2" BOLTS.

(14) ComEd TARIFFS PROVIDE FOR METER CABINET TO BE INSTALLED ON ComEd OWNED POLE OR CUSTOMER OWNED STRUCTURE IN CERTAIN PRIMARY METERING SITUATIONS.

(15) CASE GROUND POTENTIAL TRANSFORMERS, CURRENT TRANSFORMERS AND TERMINAL BOX, BY MOUNTING TO EQUIPMENT PLATFORM. EQUIPMENT PLATFORM IS GROUNDED TO PRIMARY GROUND ROD, AS CALLED FOR IN C9106, C9107, C9108, OR C9190.

(16) GROUND METER FITTING CASE TO THE SECONDARY GROUND ROD.

(17) FOR POLES WITH NO NEUTRAL CONDUCTOR, CONNECT DIRECTLY TO THE POLE GROUND.

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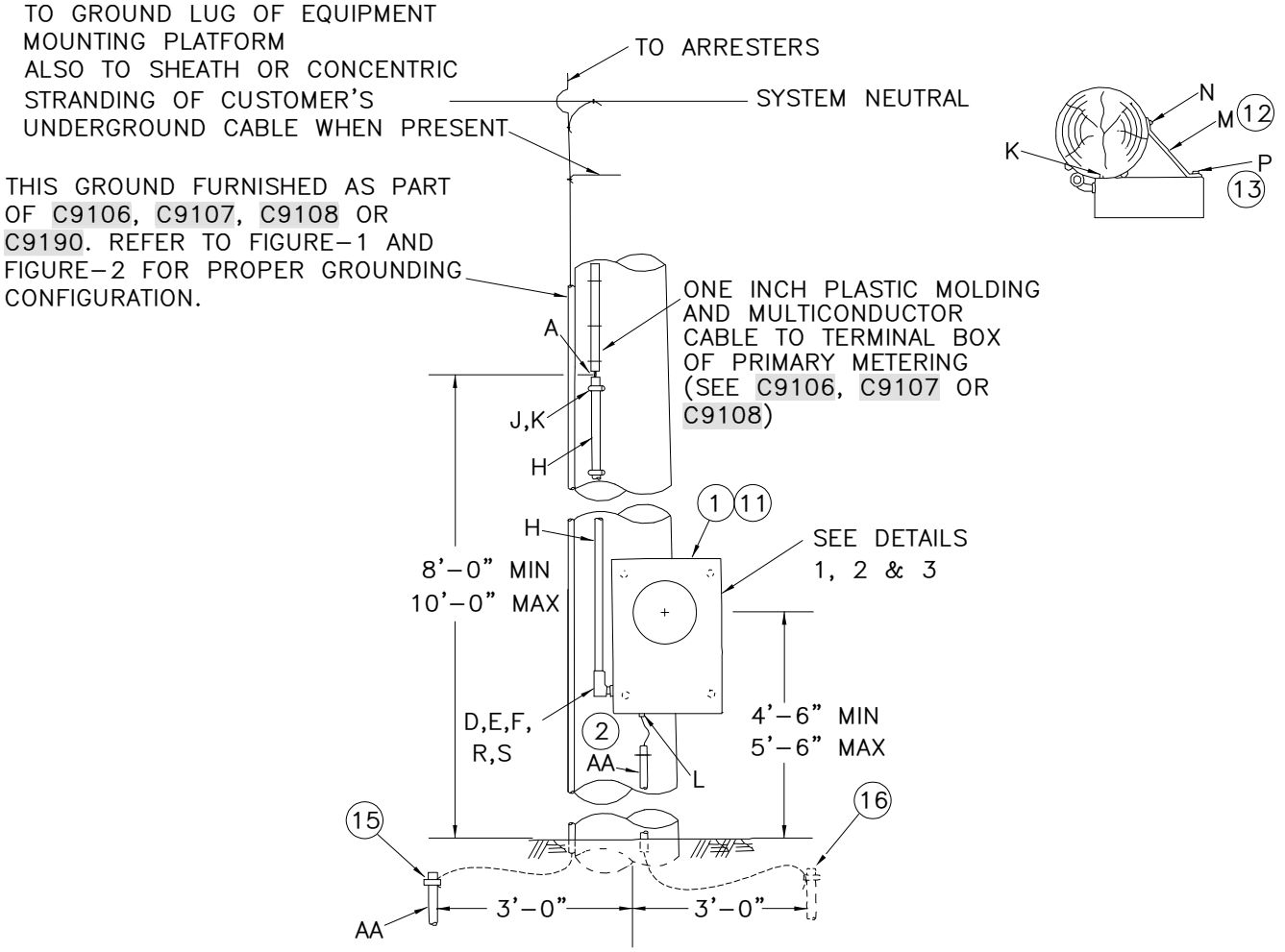
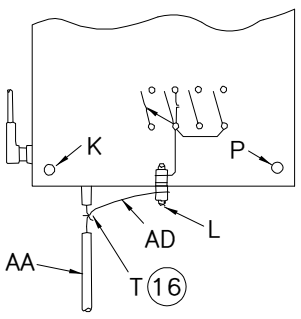
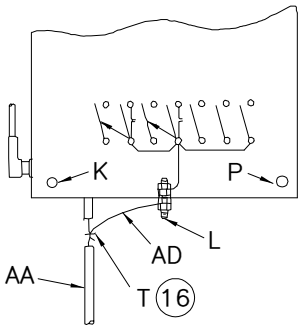


C9105.1_

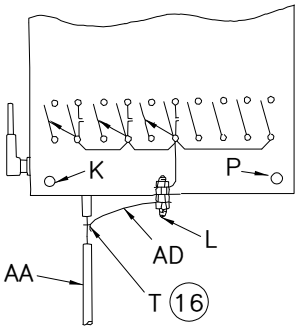
METER ON ComEd OWNED PRIMARY METERING POLE
(SEE DETAIL-4 FOR OVERALL PICTURE)



DETAIL-1
SINGLE PHASE



DETAIL-2
3-PHASE, 3-WIRE



DETAIL-3
3-PHASE, 4-WIRE

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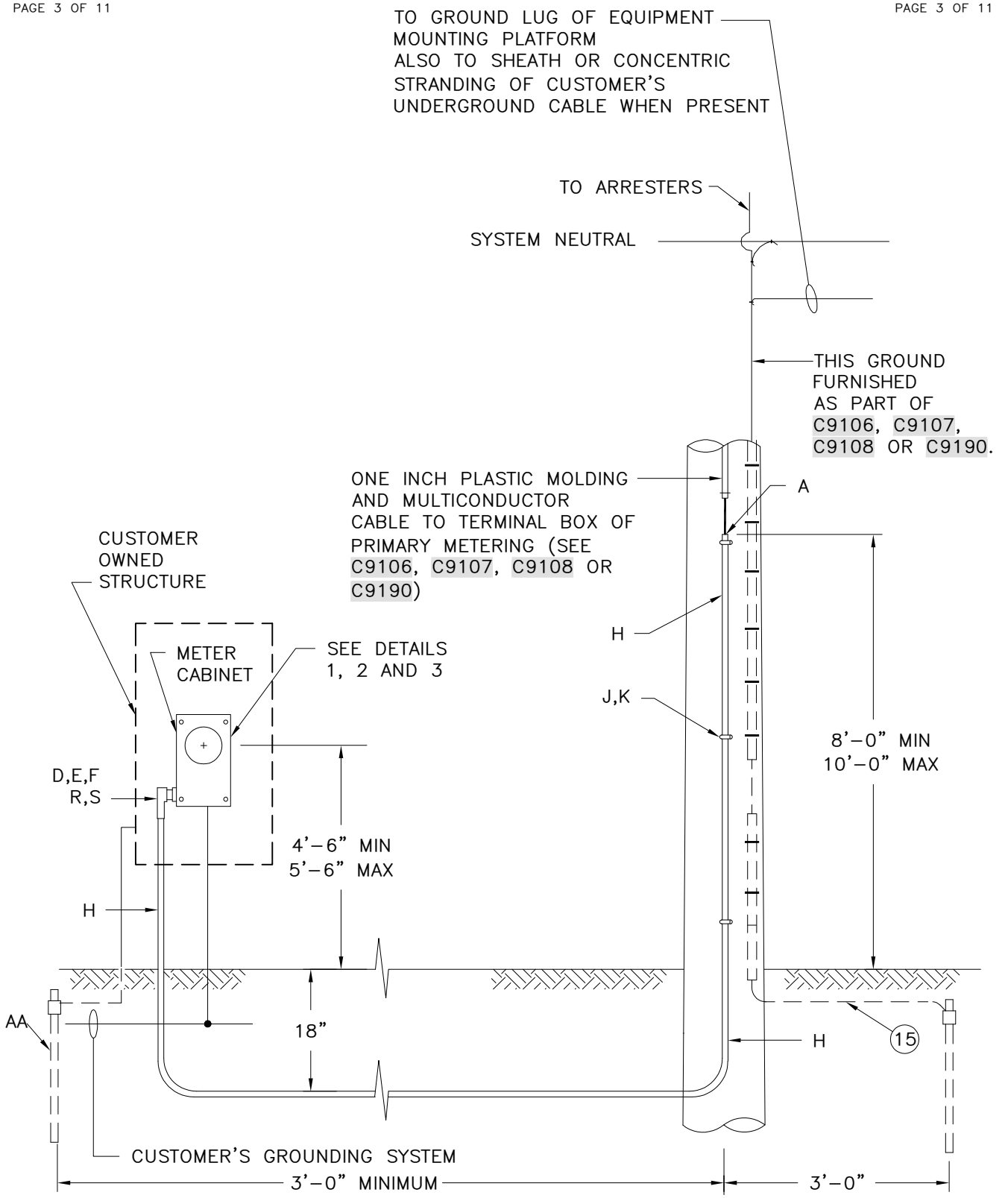

C9105.2_

METER ON CUSTOMER OWNED STRUCTURE
(SEE DETAIL-5 FOR OVERALL PICTURE)

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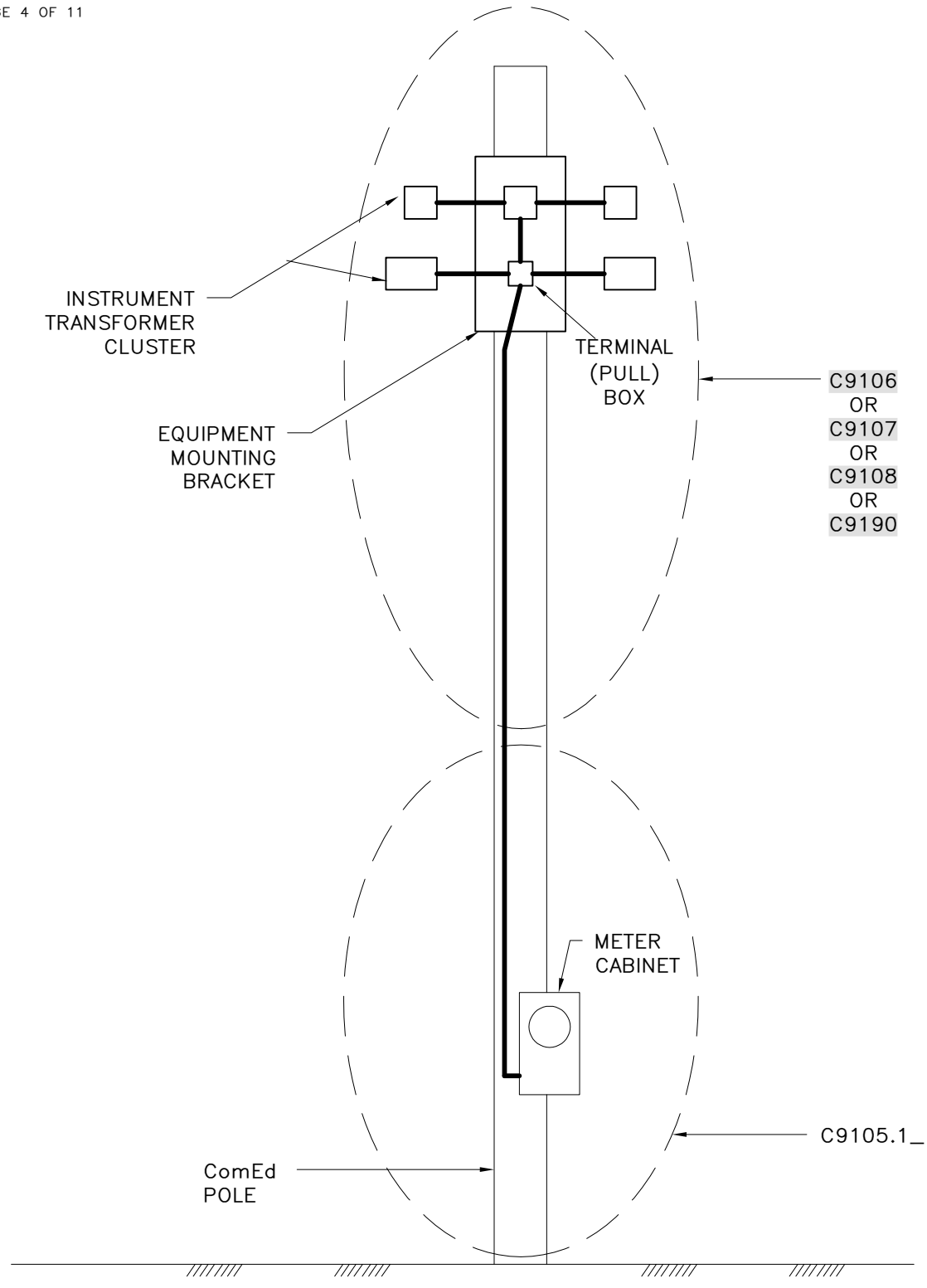

DETAIL-4

METER ON PRIMARY METERING POLE

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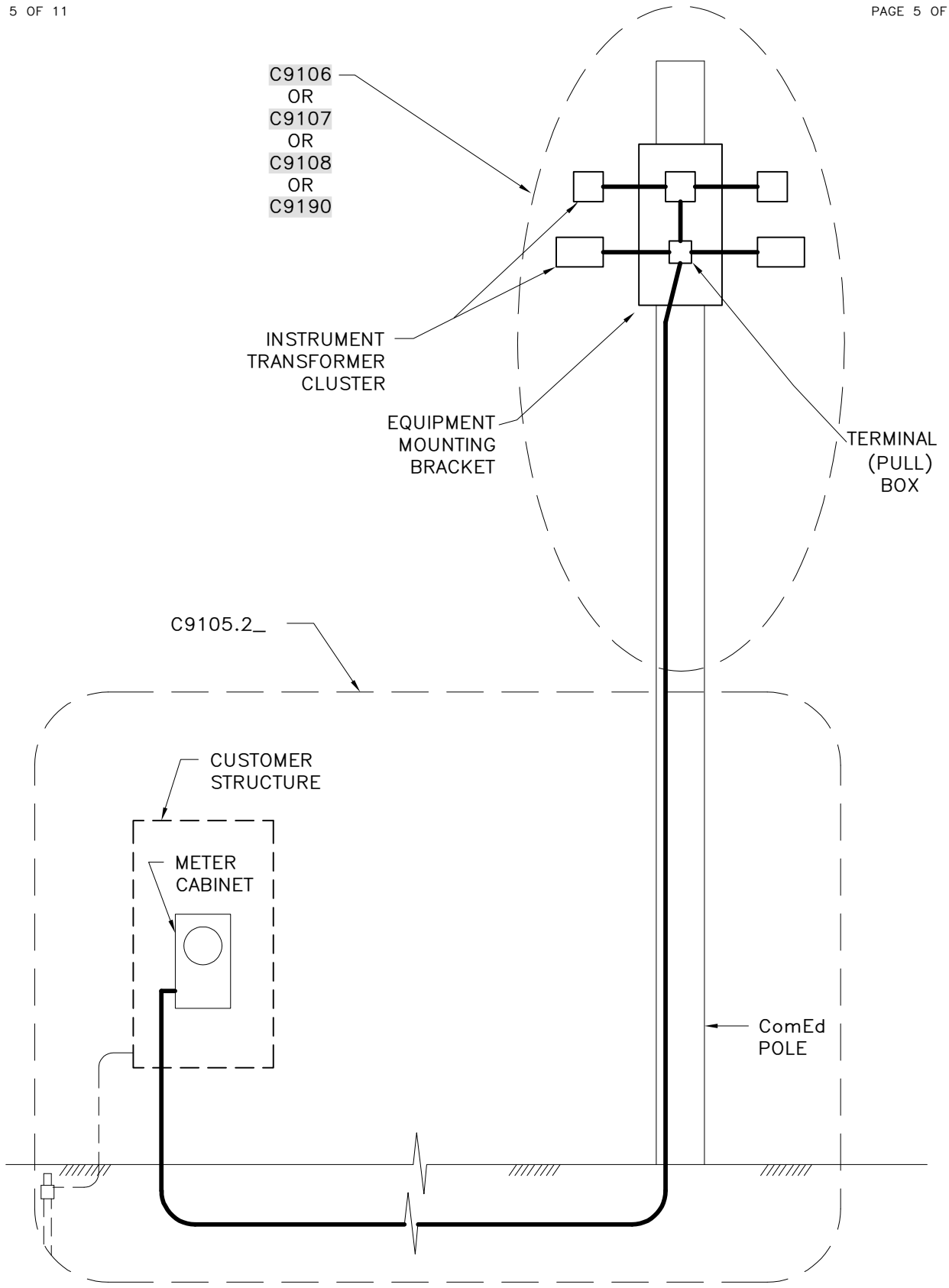

DETAIL-5

METER ON CUSTOMER OWNED STRUCTURE

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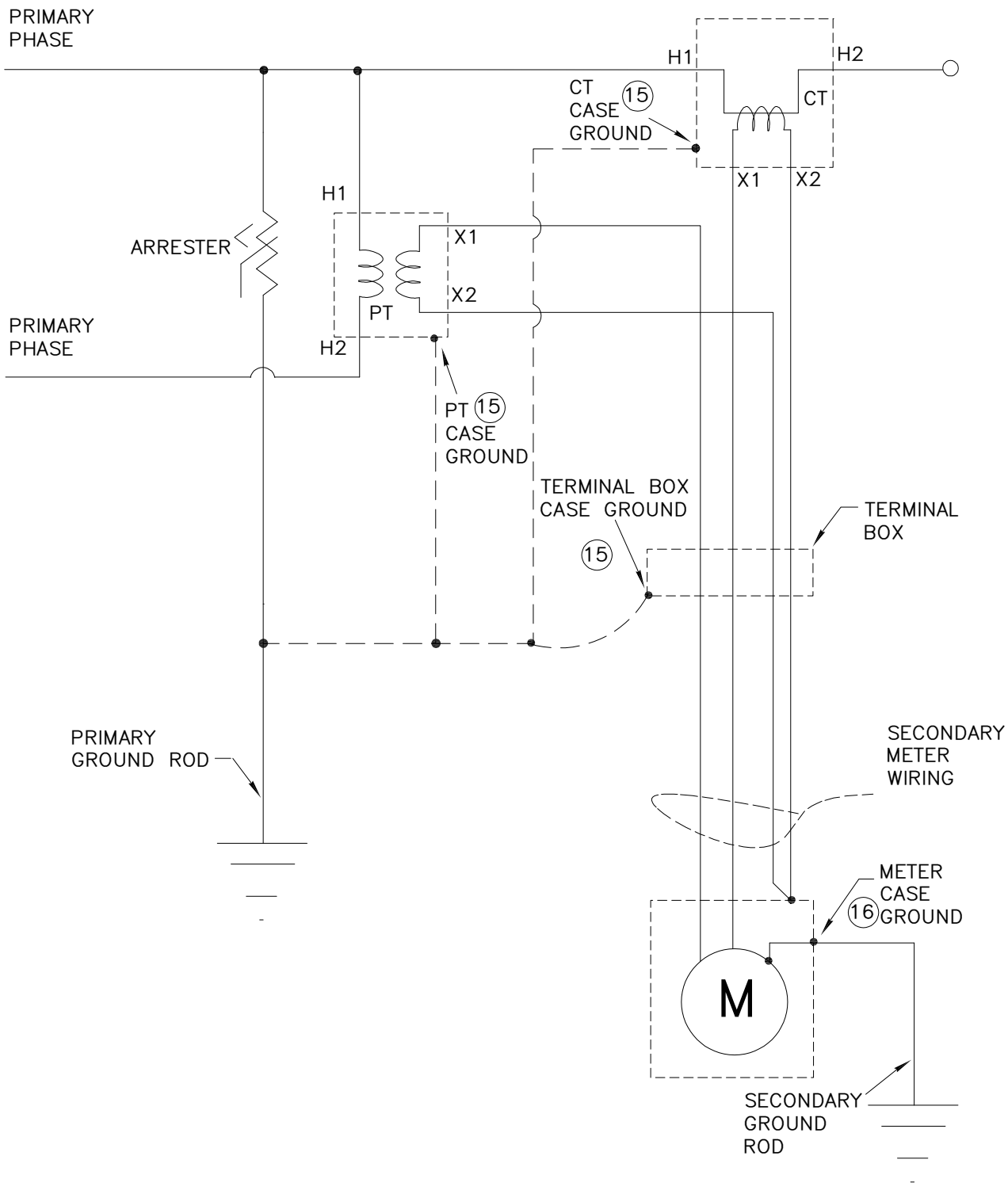

FIGURE-1

3-WIRE GROUNDING

ACAD

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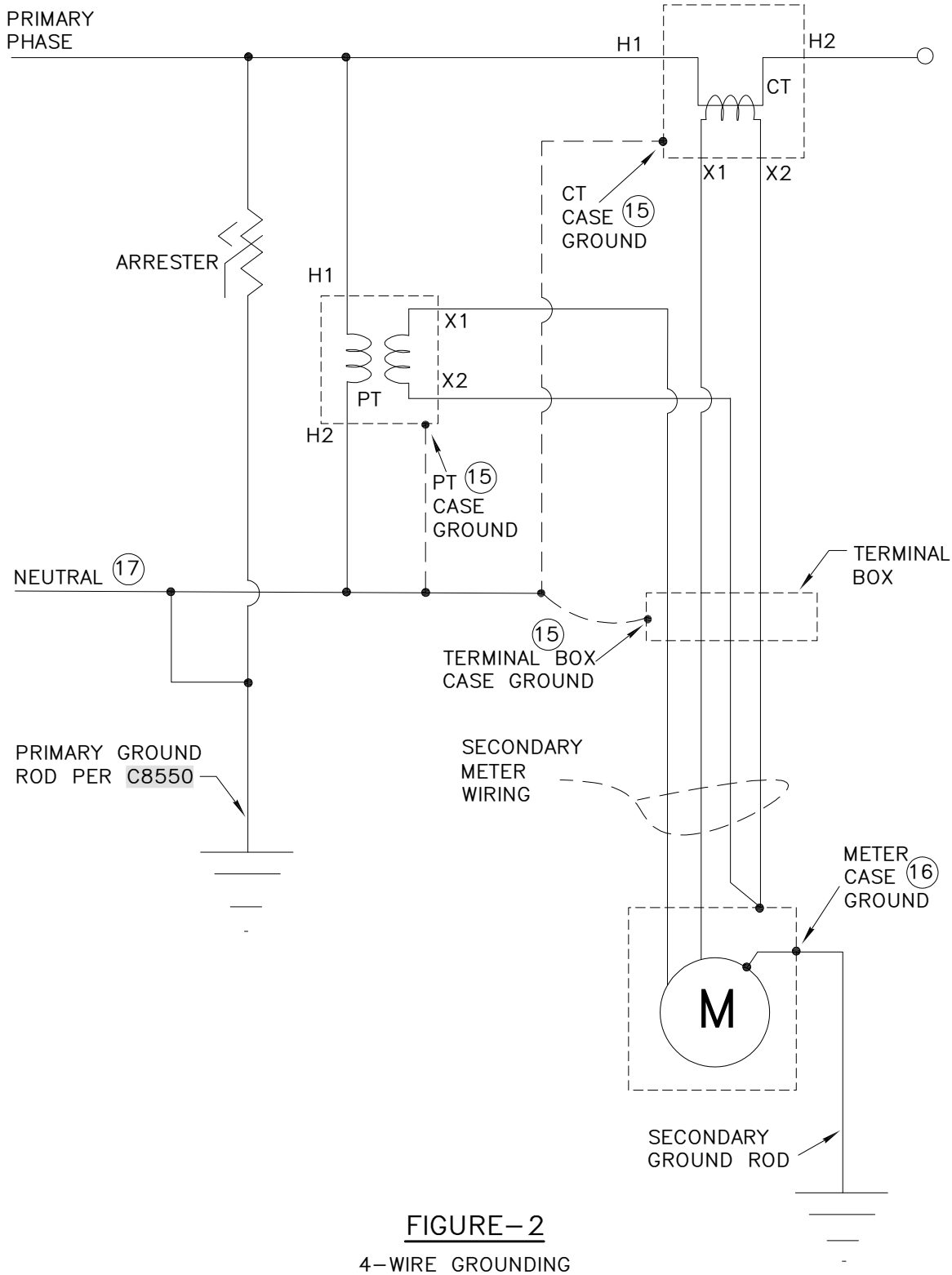

FIGURE-2

4-WIRE GROUNDING

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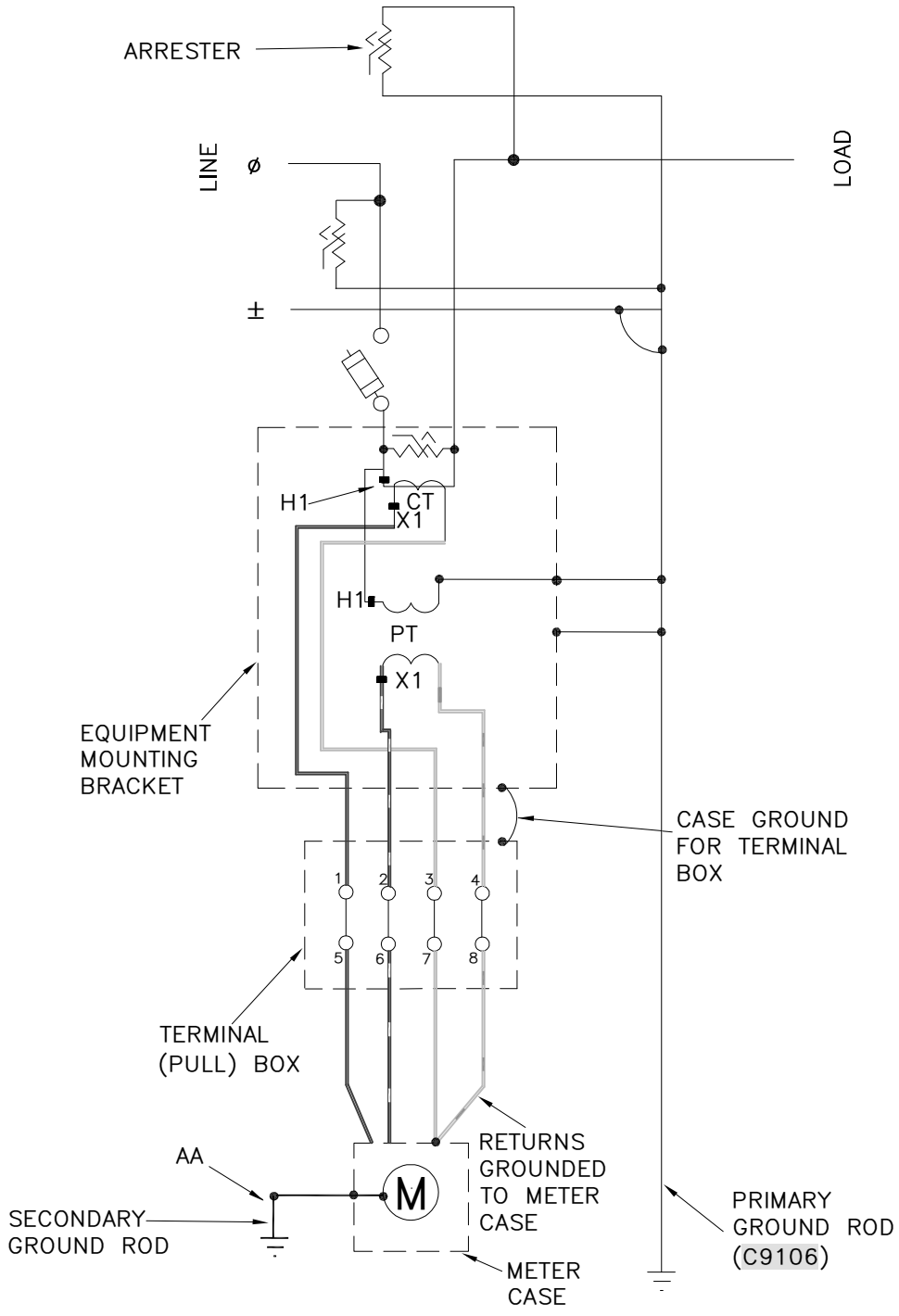

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
CT	1	RED	3	WHITE
PT	2	RED/ WHITE TRACER	4	WHITE/ORANGE TRACER

FIGURE-3

1-PHASE, 2 TRANSFORMER PRIMARY METERING

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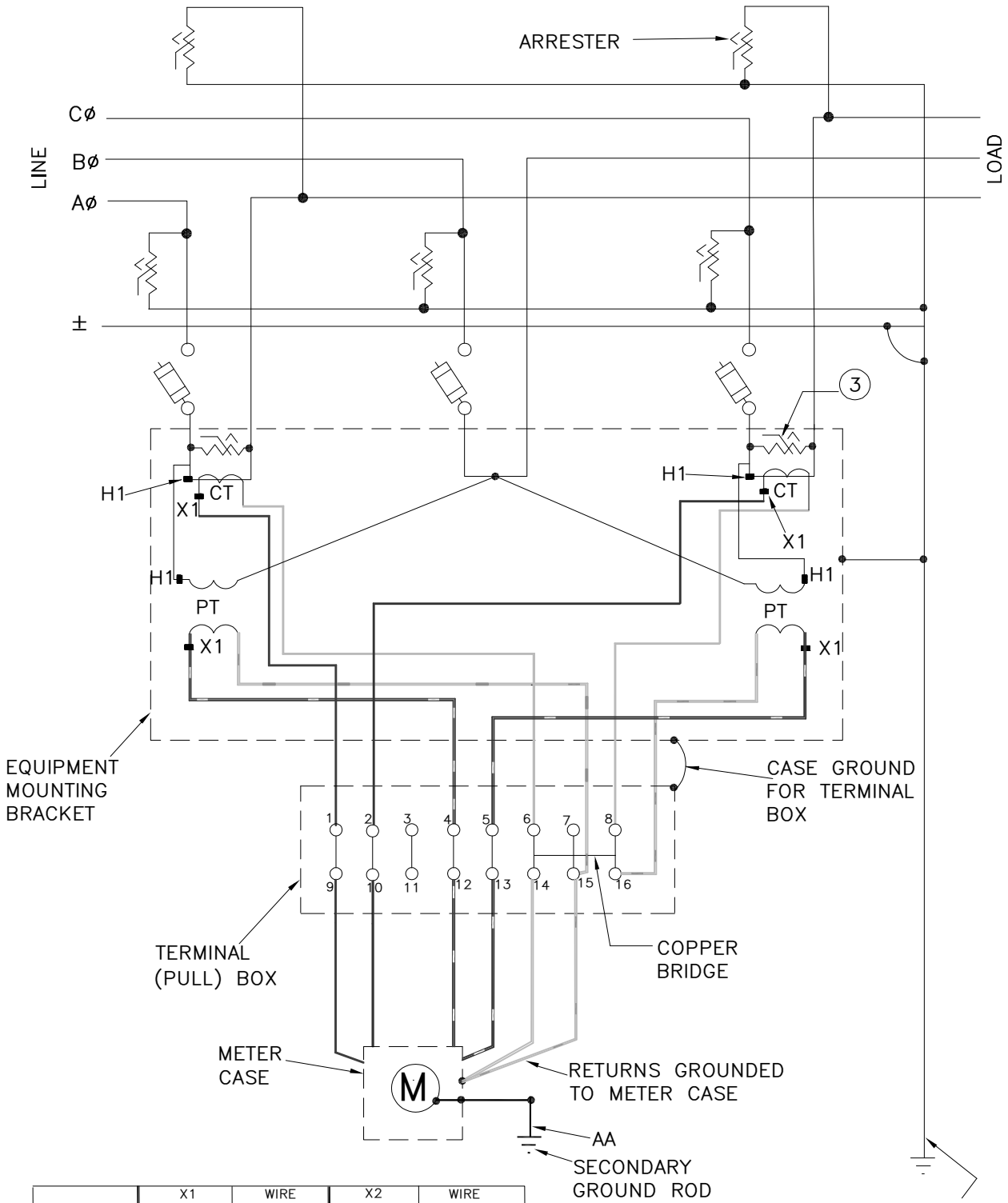

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
Aø CT	1	RED	6	WHITE
Cø CT	2	BLUE	8	WHITE
Aø PT	4	RED/ WHITE TRACER	15	WHITE/ORANGE TRACER
Cø PT	5	BLUE/ WHITE TRACER	16	WHITE/ORANGE TRACER

FIGURE-4

3-PHASE, 3-WIRE, 4 TRANSFORMER PRIMARY METERING

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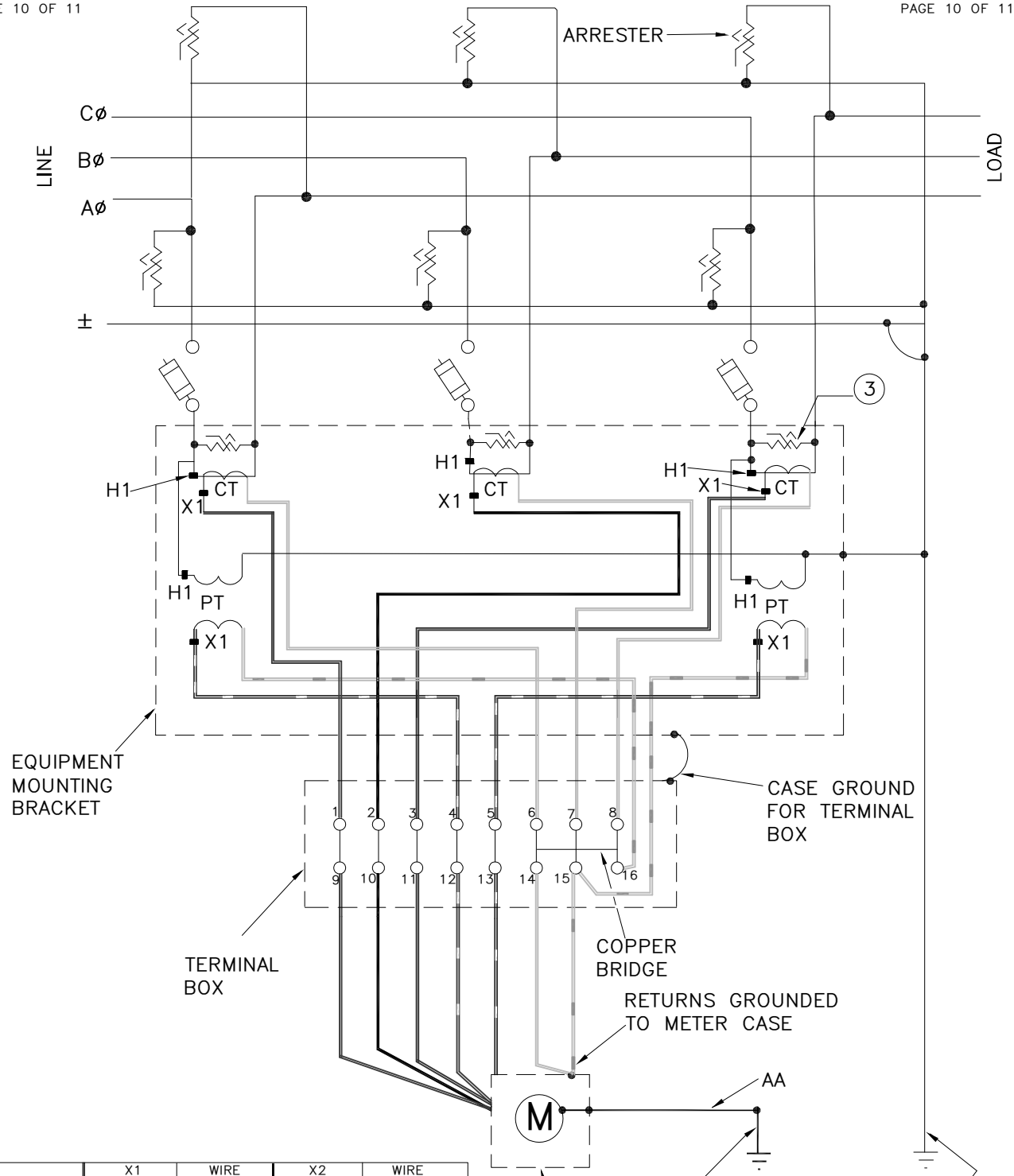

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
Aø CT	1	RED	6	WHITE
Bø CT	2	BLACK	7	WHITE
Cø CT	3	BLUE	8	WHITE
Aø PT	4	RED/ WHITE TRACER	16	WHITE/ORANGE TRACER
Cø PT	5	BLUE/ WHITE TRACER	15	WHITE/ORANGE TRACER

FIGURE-5

3-PHASE, 4-WIRE, 5-TRANSFORMER CLUSTER

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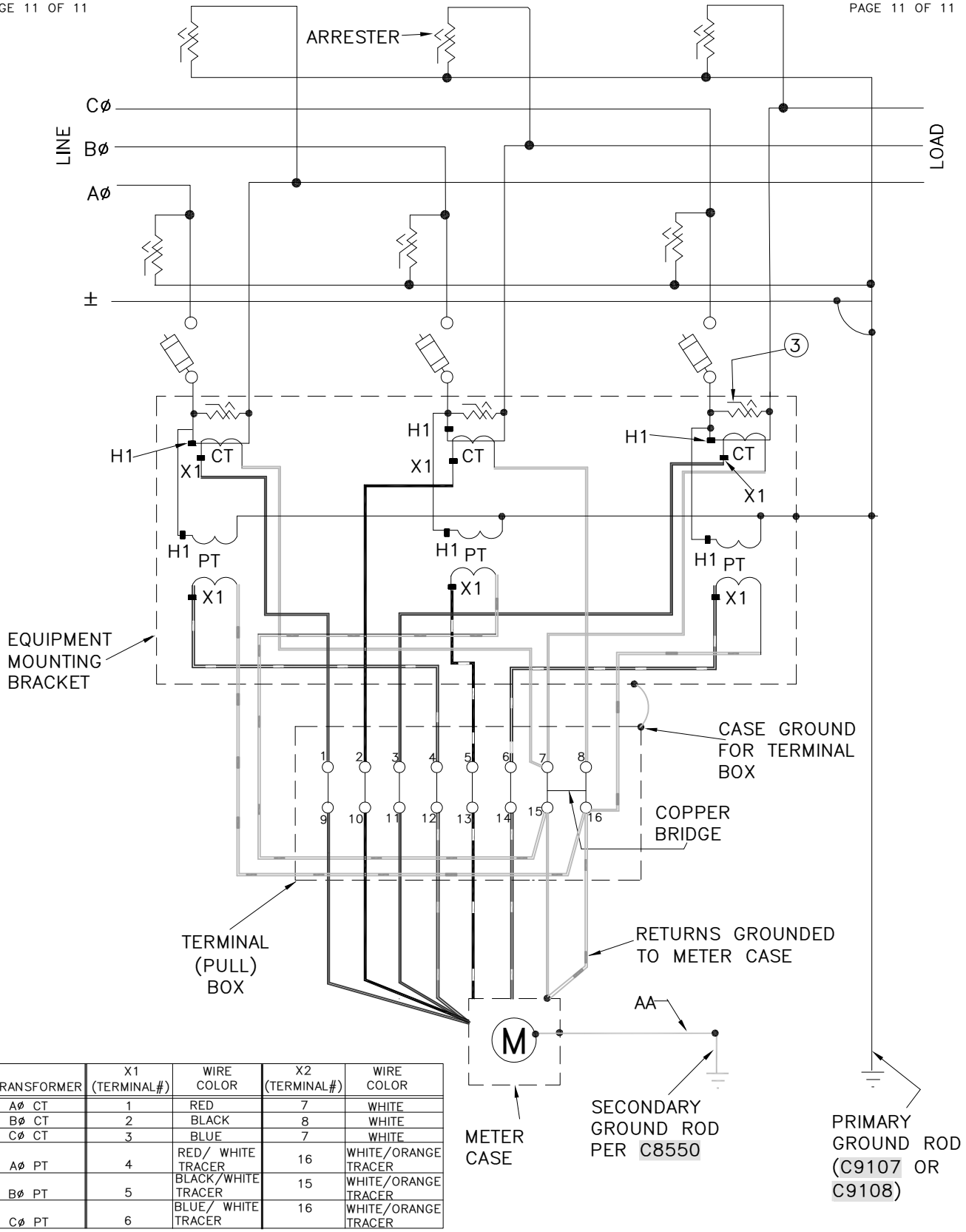

TRANSFORMER	X1 (TERMINAL#)	WIRE COLOR	X2 (TERMINAL#)	WIRE COLOR
Aø CT	1	RED	7	WHITE
Bø CT	2	BLACK	8	WHITE
Cø CT	3	BLUE	7	WHITE
Aø PT	4	RED/ WHITE TRACER	16	WHITE/ORANGE TRACER
Bø PT	5	BLACK/WHITE TRACER	15	WHITE/ORANGE TRACER
Cø PT	6	BLUE/ WHITE TRACER	16	WHITE/ORANGE TRACER

FIGURE-6

3-PHASE, 4-WIRE, 6-TRANSFORMER CLUSTER

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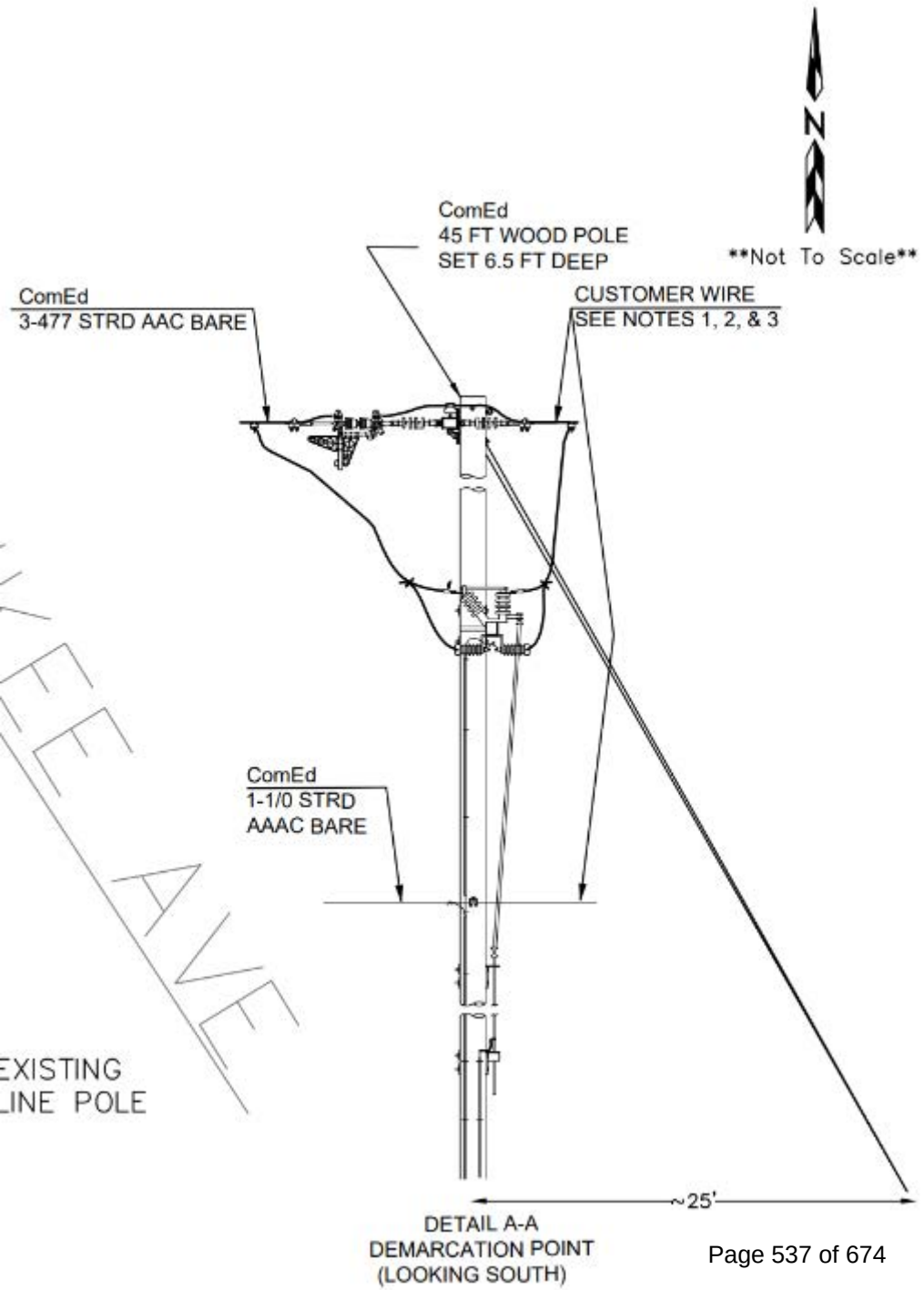
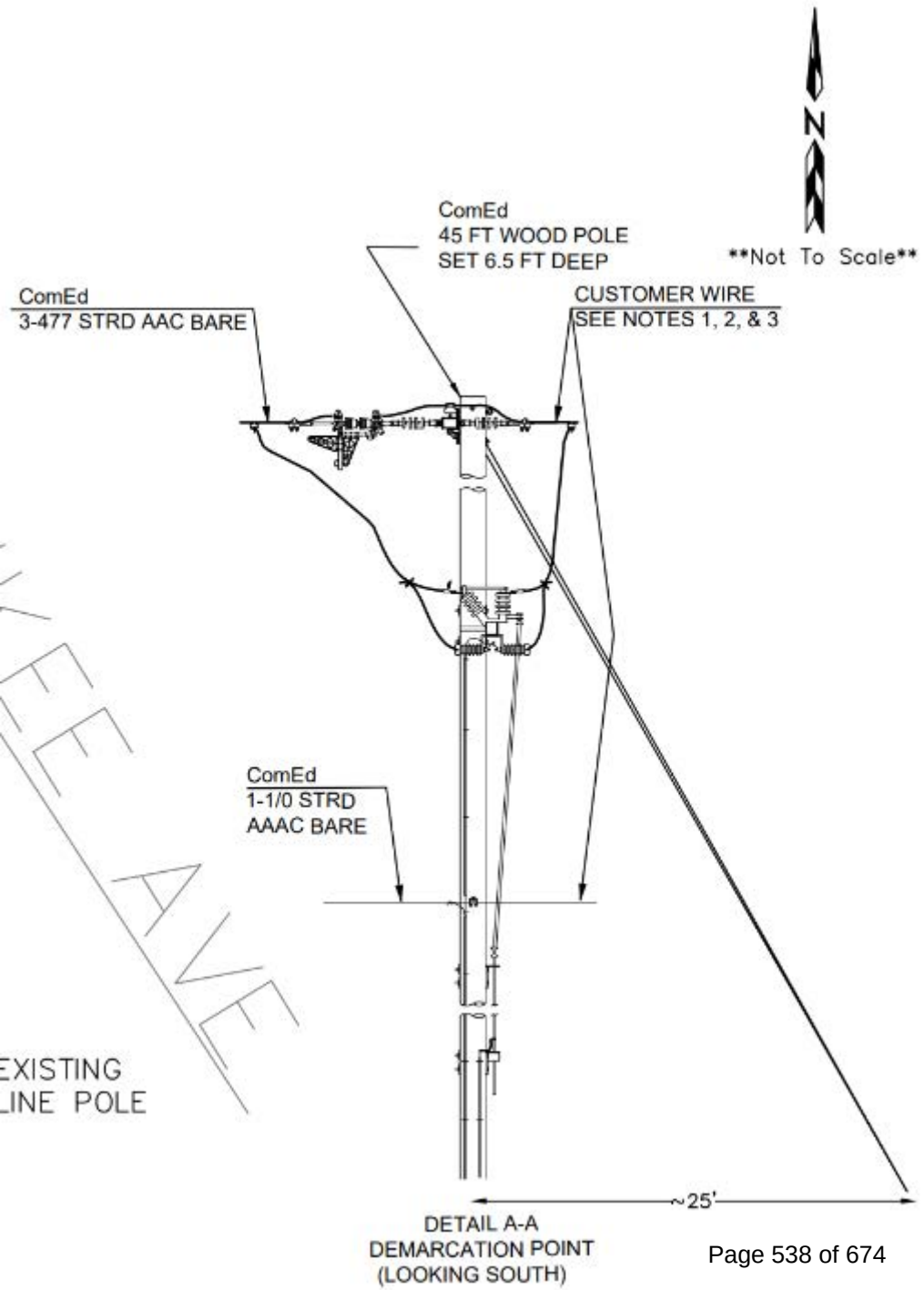


DETAIL A-A
DEMARCATION POINT
(LOOKING SOUTH)



DETAIL A-A
DEMARCATION POINT
(LOOKING SOUTH)

Heavy Duty Safety Switch

DH367NRK

UPC:782113639277

Dimensions:

- **Height:** 12.38 IN
- **Length:** 57.5 IN
- **Width:** 27.5 IN

Weight:210 LB

Warranties:

- Eaton Selling Policy 25-000, one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

Specifications:

- **Type:** Single-Throw
- **Amperage Rating:** 800A
- **Enclosure:** NEMA 3R
- **Enclosure Material:** Painted galvanized steel
- **Fuse Class Provision:** Class L fuses
- **Fuse Configuration:** Fusible with neutral
- **Number Of Poles:** Three-pole
- **Number Of Wires:** Four-wire
- **Product Category:** Heavy Duty, Fusible with neutral
- **Voltage Rating:** 600V
- **Max Hp Rating:** 500 at 480 Vac TD 3 Ph, 500 at 600 Vac TD 3 Ph

Supporting documents:

- Eatons Volume 2-Commercial Distribution
- Eaton Specification Sheet - DH367NRK

Certifications:

- UL Listed

Product compliance: No Data

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INVERTER

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible

For North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

12-20 YEAR WARRANTY

Made in the USA from imported parts

SOLAREDGE'S USA-MANUFACTURED OFFERING FOR C&I ROOFTOPS AND CARPORTS

- Eligible for domestic content*: SolarEdge USA-manufactured inverters, when paired with certain SolarEdge USA-manufactured power optimizers, are intended to be eligible for the enhanced federal income tax credit for domestic content
- Pre-commissioning feature for automated validation of system components and wiring during the site installation process and prior to grid connection
- Easy two-person installation with lightweight, modular design (each inverter consists of two or three Synergy units and one Synergy Manager)
- Independent operation of each Synergy unit enables higher uptime and easy serviceability
- Built-in thermal sensors detect faulty wiring, ensuring enhanced protection and safety
- Built-in arc fault protection and rapid shutdown
- Built-in PID mitigation for maximized system performance
- Monitored** and field-replaceable surge protection devices, to better withstand surges caused by lightning or other events
- Built-in module-level monitoring with Ethernet or cellular communication for full system visibility

* For more details, see Eligibility for Domestic Content on the last page.

** Applicable only for DC and AC SPDs.

/ Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers	SE-DBL-USxxIBNxx	SE-TRI-USxxIBNxx				
Model Number	SE80KUS	SE50KUS	SE100KUS	SE110KUS	SE120KUS	UNITS
OUTPUT						
Total Rated AC Output Capacity	80,000	120,000				W
Rated AC Active Output Power	80,000	50,000	100,000	110,000	120,000	W
Maximum AC Apparent Output Power	80,000	50,000	100,000	120,000	120,000	VA
AC Output Line Connections	3W + PE, 4W + PE					
Supported Grids	WYE: TN-C; TN-S; TN-C-S; TT, IT; Delta: IT					
AC Output Voltage Minimum-Nominal-Maximum[1] (L-N)	244 – 277 – 305	105 – 120 – 132.5	244 – 277 – 305			Vac
AC Output Voltage Minimum-Nominal-Maximum[1] (L-L)	422.5 – 480 – 529	183 – 208 – 229	422.5 – 480 – 529			Vac
AC Frequency Minimum-Nominal-Maximum[1]	59.5 – 60 – 60.5					Hz
Maximum Continuous Output Current (per phase, PF=1)	96.5	139.5	120	144.3		Aac
GFDI Threshold	1					A
Utility Monitoring, Islanding Protection, Configurable Power Factor, Country Configurable Thresholds	Yes					
Total Harmonic Distortion	≤ 3					%
Power Factor Range	±0.85 to 1					
INPUT[2]						
Maximum DC Power (Module STC) Inverter / Synergy Unit	140,000 / 70,000	87,500 / 29,165	175,000 / 58,300	210,000 / 70,000		W
Transformer-less, Ungrounded	Yes					
Maximum Input Voltage DC+ to DC-	1000	600	1000			Vdc
Operating Voltage Range	850 – 1000	370 – 600	850 – 1000			Vdc
Maximum Input Current	2 x 48.25	3 x 46.5	3 x 40	3 x 48.25		Adc
Reverse-Polarity Protection	Yes					
Ground-Fault Isolation Detection	167kΩ sensitivity per Synergy Unit[3]					
CEC Weighted Efficiency	98.5	97	98.5			%
Nighttime Power Consumption	< 8	< 12				W
ADDITIONAL FEATURES						
Supported Communication Interfaces[4]	2 x RS485; Ethernet; Wi-Fi (optional); Cellular (optional)					
Smart Energy Management	Export Limitation					
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection					
Arc Fault Protection	Built-in, user configurable (according to UL 1699B)					
Photovoltaic Rapid Shutdown System	NEC 2014 – 2023, built-in, if paired with C651U					
PID Rectifier	Nighttime, built-in					
RS485 Surge Protection (ports 1+2)	Type II, field replaceable, integrated					
AC, DC Surge Protection	Type II, field replaceable, integrated					
DC SAFETY SWITCH						
DC Disconnect	Built-in					
STANDARD COMPLIANCE						
Safety	UL 1699B; UL 1741; UL 1741 SA; UL 1741 SB; UL 1998; CSA C22.2#107.1; Canadian AFCI according to T.I.L. M-07					
Grid Connection Standards	IEEE 1547-2018, Rule 21, Rule 14 (HI)					
Emissions	FCC Part 15 Class A					

(1) For other regional settings please contact SolarEdge support.
(2) For compatibility of inverters and power optimizers, see this technical note.
(3) Where permitted by local regulations.
(4) For specifications of the optional communication options, visit the Communication product page or the Knowledge Center to download the relevant product datasheet.

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers		SE-DBL-USxxIBNxx	SE-TRI-USxxIBNxx				
Model Number		SE80KUS	SE50KUS	SE100KUS	SE110KUS	SE120KUS	UNITS
INSTALLATION SPECIFICATIONS							
Number of Synergy Units per Inverter		2	3				
AC Maximum Conduit Size		2 ½"					in
AC Maximum Conductor Size Line / PE		4/0 AWG / 1/0 AWG					
DC Maximum Conduit Size		1 x 3"; 2 x 2"					in
Inverter Unit / Synergy Manager	Multi-input (fuse-less)[5] (SE-xxx-USxxIxxSx)	6 / 3 pairs; 6 – 12 AWG	9 / 3 pairs; 6 – 12 AWG				
	Combined input (fuse-less) (SE-xxx-USxxIxxWx)	N/A	3 pairs / 1 pair, 2 – 4 AWG; copper or aluminum				
Dimensions (H x W x D)		Synergy Unit: 22 x 12.9 x 10.75 / 558 x 328 x 273 Synergy Manager: 14.17 x 22.4 x 11.6 / 360 x 560 x 295					in / mm
Weight		Synergy Unit: 70.4 / 32 Synergy Manager: 39.6 / 18					lb / kg
Operating Temperature Range		-40 to +140 / -40 to +60[6]					°F / °C
Cooling		Fan (user replaceable)					
Noise		< 67					dBA
Protection Rating		NEMA 3R					
Mounting		Brackets provided					

(5) Fusing is not included with the multi-input version of the Synergy Manager.
(6) For power derating information, see the Temperature Derating technical note for North America.

*Eligibility for Domestic Content

As it relates to the domestic content rules, the U.S. Department of Treasury and the IRS have not yet issued proposed or final regulations. Rather, the IRS has issued three notices - Notice 2023-38, Notice 2024-41 and Notice 2025-08. These notices provide guidance regarding the domestic content rules. SolarEdge products referenced herein are manufactured with the intent to be eligible for inclusion under the elective safe harbor table in calculating the Domestic Cost Percentage under the "Rooftop (MLPE)" category (under IRS Notices 2024-41 and 2025-08, depending on the PN used – see chart below). Eligibility is subject to the installation of qualified USA-Manufactured inverters and Power Optimizers (C651U) in the same project. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% Domestic Content bonus, to determine how the applicable rules apply to your project. The forward-looking statements in this document are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

PN	Domestically produced MPCs per notice 2024-41*	Domestically produced MPCs per notice 2025-08*
USESUK-USR0INNN**6**, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN**8**, when paired with C651U	Printed Circuit Board Assemblies, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)

SolarEdge is a global leader in smart energy technology. By leveraging world-class engineering capabilities and with a relentless focus on innovation, SolarEdge creates smart energy solutions that power our lives and drive future progress.

SolarEdge developed an intelligent inverter solution that changed the way power is harvested and managed in photovoltaic (PV) systems. The SolarEdge DC optimized inverter maximizes power generation while lowering the cost of energy produced by the PV system.

Continuing to advance smart energy, SolarEdge addresses a broad range of energy market segments through its PV, storage, EV charging, UPS, and grid services solutions.

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Cautionary Note Regarding Market Data and Industry Forecasts: This brochure may contain market data and industry forecasts from certain third-party sources. This information is based on industry surveys and the preparer's expertise in the industry and there can be no assurance that any such market data is accurate or that any such industry forecasts will be achieved. Although we have not independently verified the accuracy of such market data and industry forecasts, we believe that the market data is reliable and that the industry forecasts are reasonable.

CE

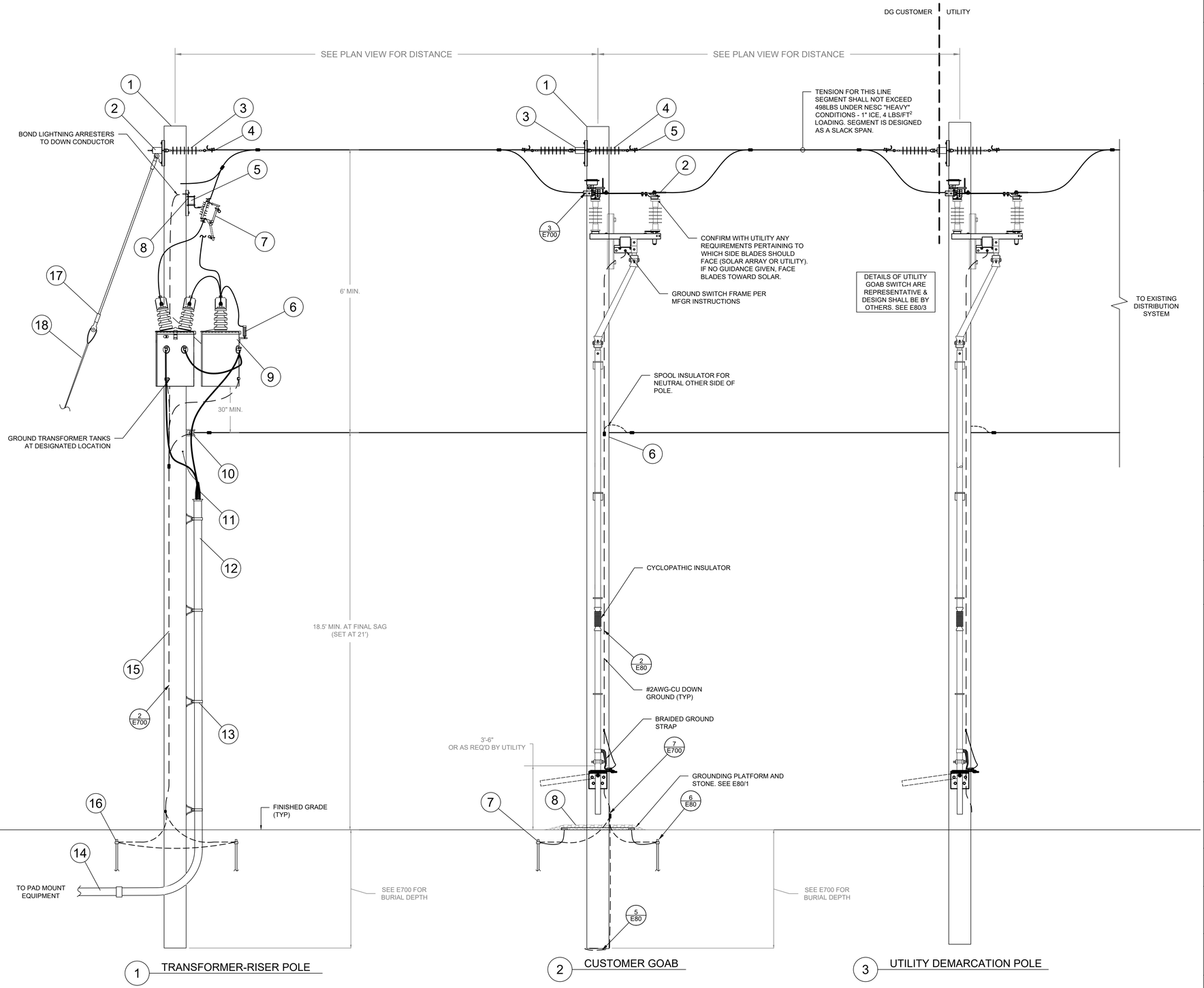
solaredge

RISER POLE BILL OF MATERIALS

Callout #	Qty	Equipment Name	Equipment Specification
1	1	Treated Wood Pole	45 foot pole (or higher to match Utility Pole Height) Class 2.
2	1	Dead End Cross Arm	8' Fiberglass
3	3	Dead End Insulator	15kV Polymer
4	3	Strain Clamps	Coordinate with Supply Conductors; See table
5	2	Tangent Cross Arm	8' Fiberglass
6	3	Surge Arrester w/ Wildlife Covers	Riser Class. See line diagram for MCOV rating.
7	3	Polymer Fused Cutout with mounting hardware	100A body, see line diagram for ampere rating and speed.
8	3	Cutout Bracket	Cutout bracket for crossarm
9	3	Liquid Filled Pole Mount Transformers	KVA varies by site. Provide wildlife protectors if not furnished with transformer.
10	1	Insulated Spool Clevis & Preform Grip	For Neutral Wire
11	1	Cable Grip	Basket style cable grip--attach to pole with lag bolt to support conductors
12	20'	Schedule 80 PVC Conduit	Note: parallel conductors must be separated unless specifically allowed.
13	As needed	Conduit standoff supports	Coordinate with riser conduit size and quantity.
14	As needed	Schedule 40 PVC Conduit	After 90° fitting - to pad mounted equipment.
15	As needed	#2AWG-CU Solid	Ground/Down Conductor
16	2	Ground Rod	5/8" x 10' Coppperweld
17	1	Fiberglass guy strain	10' or as needed to extend past exposed live parts
18	As needed	Guy Wire	3/8" EHS Galvanized with preform grips
19	1	Guy Wire Guard	Yellow, 8' minimum
20	1	Guy Anchor	As required for loading and soil conditions. 10" dia. Helix, 1-1/4" x 96" rod min.
	As needed	Overhead Wire	477kcmil AAC, for phase and neutral conductors
	As needed	Copper covered "tap/riser" wire. 110 mils polyethylene covering	#2AWG-CU For all connections below main conductors.
	As needed	Conductor connectors	Parallel groove clamp; coordinate sizing with conductors.
	As needed	C-Crimps for Ground	#2AWG-CU TO #2 AWG-CU
	16'	1" Half-Round	For down conductor
	As needed	Staples	Barbed Square Shank
	As needed	Mounting Hardware	Lags, Bolts, Nuts, Washers as required

GOAB POLE BILL OF MATERIALS

Callout #	Qty	Equipment Name	Equipment Specification
1	1	Treated Wood Pole	45 foot pole (or higher to match Utility Pole Height) Class 2.
2	1	GOAB Switch	15kV, 600A, Horizontal Configuration, Ground Operator - Torsional, 1.5" OD Pipe Control
3	1	Dead End Cross Arm	8' Fiberglass
4	6	Dead End Insulator	15kV Polymer
5	6	Strain Clamps	Coordinate with Supply Conductors
6	1	Insulated Spool Clevis & Preform Grip	For Neutral Wire
7	2	Ground Rod	5/8" x 10' Coppperweld
8	1	Galvanized Steel Grate & #2 Stone	See detail Sheet E700
	As needed	ACSR Overhead Wire	477kcmil AAC, for phase and neutral conductors
	As needed	Copper covered "tap/riser" wire. 110 mils polyethylene covering	#2AWG-CU For all connections below main conductors.
	6	Compression Fittings for GOAB	2-hole NEMA. Coordinate with Supply Conductors.
	As needed	Conductor connectors	Parallel groove clamp; coordinate sizing with conductors.
	As needed	#2AWG-CU Solid	Ground/Down Conductor
	As needed	C-Crimps for Ground	#2AWG-CU TO #2 AWG-CU
	16'	1" Half-Round	For down conductor
	As needed	Staples	Barbed Square Shank
	As needed	Mounting Hardware	Lags, Bolts, Nuts, Washers as required
	1	Padlock for LOTO	If required by utility/owner
	Lot	Labels	"PHOTOVOLTATIC (SOLAR) AC DISCONNECT", Site Plan Label, others as required by utility.



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EXACTUS ENERGY
NEW AGE ENGINEERING

ELECTRICAL CERTIFICATION

LICENSED PROFESSIONAL ENGINEER
DAVID C. HERNANDEZ
062-068288
OF ILLINOIS
Exp. 11/30/25

TYPICAL MV ELEVATIONS ILLINOIS PORTFOLIO

DRAWN BY
JS

CHECKED BY

DATE
23-Sep-2024

DRAWING LEVEL
ISSUED FOR CONSTRUCTION

REV.	DATE	DRAWING LEVEL
A		
B		
C		
D		
E		

SHEET SIZE
36X24 SHOULD MEASURE 1":

SCALE
NTS

SHEET TITLE

E81

MEDIUM VOLTAGE ELEVATIONS

MEMORANDUM

DATE: April 22, 2026
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PV25-0015, Request for a Variation to Reduce the Minimum Required Side Yard Setback on the North Property Line From 15 Feet to 0.5 Feet for Construction of Ground-Mounted Equipment Associated with a Proposed Rooftop Solar Collection System for Cubesmart, L.P. (1004 S. Milwaukee Avenue). **PUBLIC HEARING**
RECOMMENDED ACTION: **Recommend approval of Docket No. PV25-0015** granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required side yard setback from 15 feet to 0.5 feet for installation of a 600 kW rooftop solar collection system and associated ground-mounted equipment for Cubesmart, L.P., located at 1004 S. Milwaukee Avenue, in accordance with the Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025; Plan Set prepared by Atwell, last revised 3/27/2026; and Equipment Specifications; and subject to the following conditions:

1. Approval of the variance is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV26-0008 (variation to permit a decrease in the minimum required front yard setback along Milwaukee Avenue).

EXECUTIVE SUMMARY

Docket No. PV25-0015: Solar Landscape LLC (604 Bangs Avenue ,Suite 301, Asbury Park, NJ 07712), on behalf of Cubesmart, L.P., property owner, is seeking a variation to permit a decrease in the minimum required side yard setback on the north property line from 15 feet to 0.5 feet for ground-mounted equipment associated with a proposed rooftop solar collection system for the property located at 1004 S. Milwaukee Avenue, as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections.

GENERAL PROPERTY INFORMATION

Petitioner: Solar Landscape LLC (604 Bangs Avenue ,Suite 301, Asbury Park, NJ 07712), on behalf of Cubesmart, L.P., property owner

Location: 1004 S. Milwaukee Avenue

Property size: 3.07 acres / 55,774 sq. ft. (buildings)

Neighboring Property Land Use(s):
- North: Commercial
- West: Residential/Airport
- South: Airport
- East: Open Space (across S. Milwaukee Avenue)

Existing Use of Property: Public Storage Facility (Cubesmart)

Existing Zoning: B-3 (General Commercial and Office)

Comprehensive Plan Designation: Commercial

Zoning History:

- Docket #SCBA 05-45, approved 9/22/2005, granting approval of a freestanding sign.
- Ordinance No. 4538, approved 7/12/2010, granting a variation to permit a sign to exceed 100 sq. ft. due to the addition of an electronic message center (Docket #2010-15).
- Docket #SCBA 11-59, approved 11/17/2011, granting approval for a freestanding sign and awning sign.
- Docket #SCBA 17-20, approved 4/4/2017, granting an administrative approval of a freestanding sign face change.

SUMMARY OF REQUEST

The petitioner is requesting a variation to permit a decrease in the minimum required (north) side yard setback from 15 feet to 0.5 resulting from the installation of ground-mounted equipment associated with a proposed 600 kW rooftop solar collection system on the existing Cubesmart self-storage buildings at 1004 S. Milwaukee Avenue.

In addition, the petitioner is seeking minor site plan and appearance approval for the installation of ground-mounted equipment and rooftop solar collection system (Docket No. PSPMIN26-0004) and a variation to permit a decrease in the minimum required front yard setback along Milwaukee Avenue (Docket No. PV26-0008).

VARIATION

A variation is to grant relief from the literal requirements of the zoning ordinance when unique circumstances, applicable to the property, deprive it from enjoying privileges commonly enjoyed by other properties in the same zoning district. After review of the Standards summarized in this staff report, the Commission must find beyond a reasonable doubt that all of the standards are met.

As detailed in Docket No. PSPMIN26-0004, the petitioner is proposing to install ground-mounted equipment associated with a proposed rooftop solar collection system on the existing self-storage buildings at the Cubesmart facility. The ground-mounted equipment is proposed to be installed within the side yard setback along the north property line of the subject site. Since all the ground-mounted equipment will be located within the required side yard building setback, the petitioner is requesting a variation to permit a decrease in the minimum required side yard setback from 15 feet to 0.5 feet.

To visually screen the ground equipment, the petitioner will be installing a three-sided 6-foot tall, white vinyl fence surround. The equipment and screening fence will be located east of an existing trash enclosure, with a similar reduced setback (existing condition), and will be consistent with the existing trash enclosure location.

Standards for Variation: Following are the petitioner's responses to the standards for variation for the variance request.

1. **State how the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.**

   Petitioner: The subject parcel is already fully developed with a Cubesmart storage facility. The proposed roof top solar project does not involve the removal or demolition of any of the existing improvements. The proposed roof top solar project utilizes the roof tops of the existing structures. In addition to the roof top solar panels, the Project requires ground level interconnection facilities such as transformers and electrical poles. These interconnection facilities must be located in an area approved by Commonwealth Edison. Accordingly, the location of these above-ground interconnection facilities is restricted by the existing improvements on the subject parcel and Commonwealth Edison's requirements. The only feasible location for the project interconnection facilities is within the setback area. Without the reduced side yard setback variation the roof top solar project cannot be installed.

   Staff: The subject site is fully developed wherein a small area of the site, the north side yard, is the only

unpaved area and creates locational constraints associated with required utility interconnection infrastructure. The requirement to locate such equipment in accordance with required zoning setbacks is not achievable given the entirety of the site is improved with self-storage buildings or pavement which must remain clear for vehicle access.

2. **Indicate how the hardship is due to unique circumstances that do not generally apply to the other properties or uses.**

   Petitioner: This hardship is unique because roof top solar projects seek to provide a beneficial additional use utilizing existing structures on developed parcels. When the Cubesmart facility was developed, it was not contemplated that years later the facility would be suitable for a roof top solar project which will utilize the otherwise unused space of the facility roof to provide clean renewable energy to the grid. Additionally, unlike other improvements, the interconnection facilities are subject to and must be approved by Commonwealth Edison. Accordingly, these circumstances are unique and different from other types of constructions and uses.

   Staff: The hardship is due to unique circumstances associated with retrofitting an existing developed site that does not provide any undeveloped yards or open space.

3. **Describe how the alleged difficulty or hardship has not been created by any person presently having an interest in the property.**

   Petitioner: The hardship in complying with the setback requirements for the electrical interconnection equipment arises from the unique situation of seeking to utilize an already developed parcel and meeting the interconnection requirements of Commonwealth Edison. When the Cubesmart facility was developed, it was not contemplated that roof top solar energy project would be built and therefore no effort was made to accommodate it in the facility design. Neither the applicant nor the property owner created this situation.

   Staff: The hardship was not created by the current property owner or petitioner. The site was developed prior to the consideration of rooftop solar installations.

4. **State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.**

   Petitioner: The property in question here is large and un-utilized roof top space on the storage facility buildings. This unused space (here and at other commercial and industrial locations throughout the Chicago area) present an opportunity to use this space to produce clean renewable energy. This energy production is able to be done with relatively minor additions to the current facility, placing solar panels on the roof and the installation of the electrical interconnection infrastructure. As stated above, without the variance the interconnection facilities cannot be installed on the subject parcel and therefore the roof top solar project cannot be developed. If the variance is not granted, the opportunity for this beneficial clean energy use is lost.

   Staff: Without the requested variation, the subject property would be limited in its ability to accommodate the proposed rooftop solar installation and associated infrastructure. However, the property can continue to function as a self-storage facility.

5. **State how the granting of the variation will not alter the essential character of the locality.**

   Petitioner: Solar panels on commercial roof tops will have no impact upon surrounding properties in this area, and such installations are commonplace on residential, commercial and industrial properties. The variance concerns electrical interconnection facilities which consist of ground level electrical equipment and electrical poles. These types of facilities are located everywhere in the Chicago metropolitan area and are generally unnoticed by the general public. In the Village's commercial district, and with the proposed fencing, the granting of this variance should not cause any impact upon surrounding property.

   Staff: The proposed variation will not alter the essential character of the surrounding area since the ground interconnection equipment will be located and screened is a similar manner as the existing trash enclosure which has not caused disruptions to the character of the area.

6. **Describe how the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of**

fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Petitioner: The installation of the roof top solar panels only require an increase of height several inches above the current roof top and will therefore not impair supply of light and air to adjacent property. Community roof top solar projects requires only periodic maintenance and therefore will not create any noticeable traffic in the public streets. Roof top solar projects have been safely and successfully installed at residential, commercial and industrial buildings for decades and do not pose unreasonable risk of fire or endanger the public safety. Roof top solar projects are located throughout the United States and do not impair property values, create traffic, noise, odor, light or smoke. Emergency access to the site is not affected by the proposed improvements.

Staff: The proposed variation will not negatively impact adjacent properties or public safety. The rooftop solar system will not affect light or air to neighboring properties, generate traffic, or create nuisance conditions. The Chicago Executive Airport has been notified of the proposed project.

STAFF REVIEW

Fire Department Review: No comments related to the Variation.

Engineering Division Review: No comments related to the Variation.

Staff Recommended Action: Staff recommends approval of the variance request subject to the following condition:

1. Approval of the variance is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV26-0008 (variation to permit a decrease in the minimum required front yard setback along Milwaukee Avenue).

****

If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of a variation, the appropriate motion would be to:

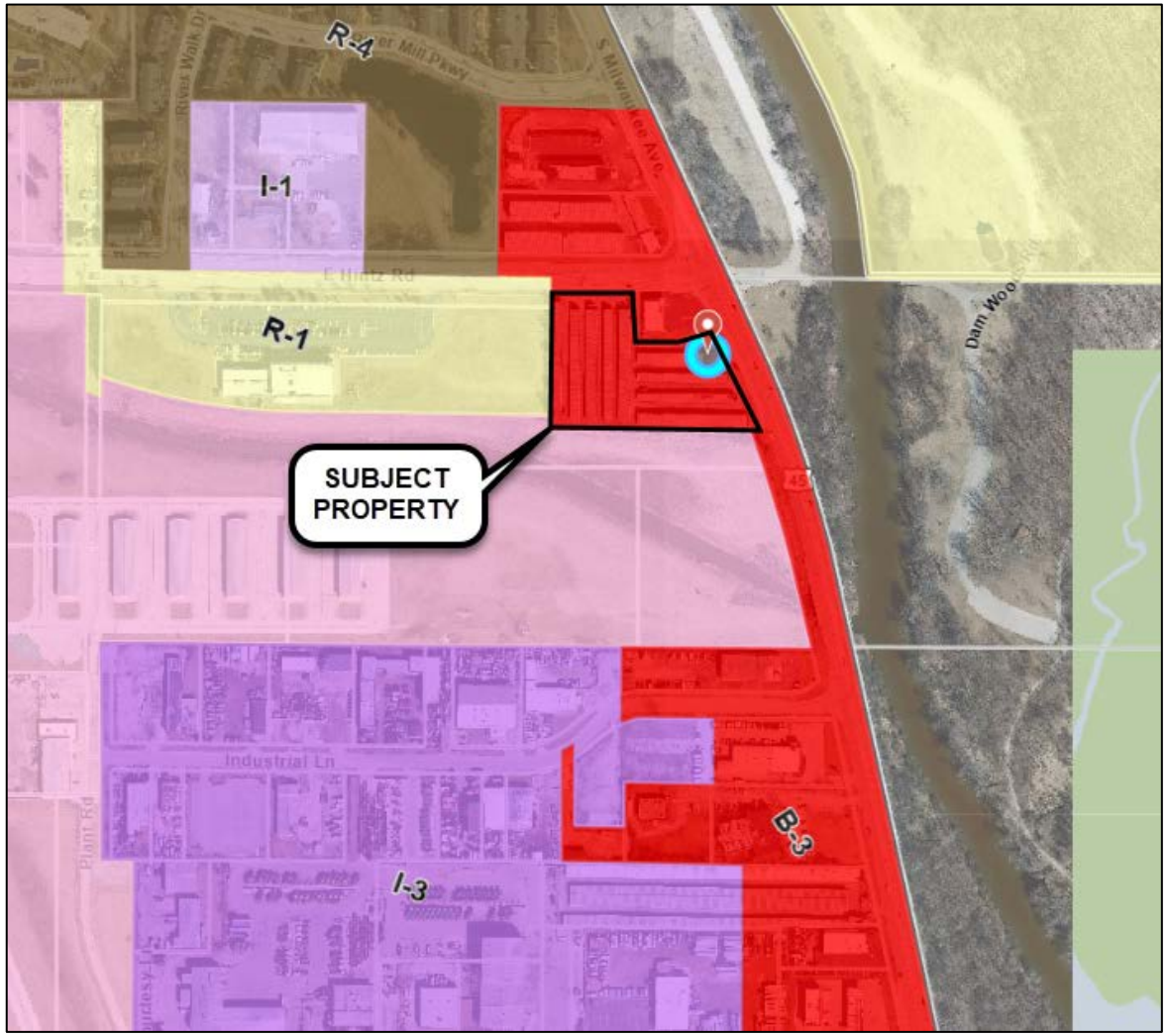
Recommend approval of Docket No. PV25-0015 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required side yard setback from 15 feet to 0.5 feet for installation of a 600 kW rooftop solar collection system and associated ground-mounted equipment for Cubesmart, L.P., located at 1004 S. Milwaukee Avenue, in accordance with the Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025; Plan Set prepared by Atwell, last revised 3/27/2026; and Equipment Specifications; and subject to the following conditions:

1. Approval of the variance is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV26-0008 (variation to permit a decrease in the minimum required front yard setback along Milwaukee Avenue).

ATTACHMENTS:

Attachments to Staff Report (Staff)
Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025
Plan Set prepared by Atwell, last revised 3/27/2026
Equipment Specifications

LOCATION MAP



ZONING MAP

View of North Property Line/Project Area Facing West.

View of North Property Line/Project Area Facing East.

View of the Existing Trash Enclosure on the West Side of the Project Area.

FINDINGS OF FACT
AND RECOMMENDATION

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: April 22, 2026

Re: Docket No. PV25-0015
Request for a Variation to Reduce the Minimum Required Side Yard Setback on the North Property Line From 15 Feet to 0.5 Feet
Cubesmart, L.P.
1004 S. Milwaukee Avenue

Docket No. PV26-0008
Request for a Variation to Reduce the Minimum Required Front Setback Along Milwaukee Avenue From 25 Feet to 4.7 Feet
Cubesmart, L.P.
1004 S. Milwaukee Avenue

Docket No. PV25-0014
Request for a Variation to Reduce the Minimum Required Front Yard Setback Along Milwaukee Avenue From 25 Feet to 8.4 Feet
Cubesmart, L.P.
1042 S. Milwaukee Avenue

Chairman Johnson called Docket No's. PV25-0015, PV26-0008 and PV25-0014 on April 22, 2026. Present were Commissioners Riles, Hyken, Johnson, Sprague, Myer, and Smart. Commissioner Karl was absent with prior notice. Also present were Village Planner Marcy Knysz, Village Attorney Mallory Milluzzi, and Village Engineer Kyle Goetzelmann.

Secretary Sprague reported that the applicant was seeking a variation to reduce the minimum required side-yard setback along the north property line from 15 feet to 0.5 feet. A variance was also sought to reduce the front-yard setback from 25 feet to 4.7 feet for the installation of a 40-foot-tall utility pole. The zoning variation requirements were reviewed.

Ms. Knysz explained that there were two different Cubesmart projects. One of the projects was up north at 1004 S. Milwaukee Avenue. Both projects involved installing solar panels on the buildings and the associated ground equipment. At the north location, there were two ground-equipment locations. Staff recommended approval for the ground equipment on the north setback, but not for the equipment on the front yard setback. The existing conditions were presented, and the equipment and the pole in the front yard were highlighted.

The 1042 S. Milwaukee project had one utility pole outside the property. Staff did not recommend approval of the front-yard setback, and there was a comment regarding the utility pole.

Ms. Knysz read the proposed conditions for Docket No. PV25-0015:

1. Approval of the variance is contingent upon approval of Docket No. PSPMIN26-0004

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(minor site plan and building appearance approval) and Docket No. PV26-0008 (variation to permit a decrease in the minimum required front yard setback along Milwaukee Avenue).

The petitioners stepped to the podium and were sworn in. Nick Standiford, attorney with Schain, Bank; Michael Keith, civil engineer with Atwell, Vincent Busano, project manager with Solar Landscape; Emily McCue, pre-construction manager with Solar Landscape; and Mary Marshall, senior manager of preconstruction, were all sworn in.

Mr. Standiford mentioned that he and Mr. Keith had experience with community solar projects and were excited to work with Solar Landscape as a client with nearby projects. He discussed that the projects were slightly different from their normal community solar projects, which were on the ground and smaller. Many people had asked for more projects on the roofs so that they would not be in the yard. Mr. Standiford explained that the side yard setback for the 1004 project was for the equipment, and the front yard setback involved relocating the pole. For the 1042 project, there was equipment in the front yard. He explained that the equipment could not be placed anywhere else since the properties were already fully developed and constrained the site.

Ms. McCue provided a background on the Solar Landscape company, noting that they developed, installed, and operated solar projects. The project and construction managers for the projects were all local. She explained the process of community solar, which involves Solar Landscape building projects on commercial rooftops to generate energy, with the energy fed back into the utility grid, and subscribers then receive a credit for the generated electricity. The projects had to be accepted by the Illinois Shines program, and both had been. The benefits included a guaranteed discount on the cost of solar credits applied to the utility bill, grid strengthening, renewable energy that reduces carbon emissions, and rooftop buildings that would otherwise go unused. Both projects were on Cubesmart buildings in the B-3 zone, and they had both passed the structural assessment. There was a written FAA determination of No Hazard, and the conditions could be satisfied. 1004 S. Milwaukee would generate enough energy to power 84 homes, and 1042 S. Milwaukee would generate enough energy to power 129 homes.

Ms. McCue presented the site plans for each property. She noted the need for the setbacks. For 1004 S. Milwaukee Avenue, the existing pole would be removed and replaced with another pole a couple feet away. The current conditions of the area would not be impacted. For 1042 S. Milwaukee Avenue, the equipment was in the front yard because it was the only available location. A landscape plan was submitted to help improve the site. Pictures of equipment examples were provided.

Mr. Keith reiterated that all panels would be on the rooftop, with no overhangs. The only items on the ground were the equipment, including the LVAC disconnect switch, the solar AC panelboard, the 40-foot-tall customer-owned pole, the 40-foot-tall ComEd pole, the 40-foot-tall utility disconnect pole, the 40-foot utility metering pole, and the overhead cable. For 1042 S. Milwaukee Ave, the control panels and disconnect would be mounted to the building. All of the equipment was out of the right-of-way. The landscaping would consist predominantly of evergreen trees and shrubs for year-round coverage.

Ms. Marshall noted that a letter from the engineer of record was included in the materials handed out to the Plan Commission and provided more detail on all of the equipment, reviewed the ComEd requirements for clearance and accessibility, and provided detailed information from the National Electrical Code and safety requirements.

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He discussed the benefits the projects offered. He noted that the buildings were already constructed in the setbacks, so their additions would not change the buildings' appearance.

The Commissioners asked questions about the 1004 S. Milwaukee Ave building.

Commissioner Myer stated that she appreciated the energy that would be provided to the grid and asked for more clarity on why there was only one location for the utility pole within the front-yard setback area. It was explained that they did not want to cross onto someone else's property when running wires. It also remained in line with the existing utility line and infrastructure. Commissioner Myer asked if it could be shifted back from the street. It was stated that it had to be within the infrastructure and could not be moved.

Commissioner Sprague had no questions.

Commissioner Hyken asked why the pole had to be moved. It was explained that it was to avoid easement concerns. The existing pole necessitated running wires across the neighbor's property, which would require an assessment. They already had rights to the lines within the Cubesmart property.

Commissioner Smart had no questions but noted the same concerns about the poles in the front yard.

Commissioner Riles thanked the applicants for their presentation. He stated that he understood the reasoning for the requested variations.

Chairman Johnson asked why some of the equipment could not go underground. It was explained that each pole had equipment that had to be pole-mounted due to the electrical code. The equipment could not be fully underground due to safety and access concerns.

Commissioner Sprague asked if the one pole being moved could be underground. It was explained that it was not possible to keep it entirely underground since it would have to rise to meet the existing lines. It was discussed that they tried to go underground as much as possible, but ComEd's standards did not allow a lot of the equipment to be underground.

The Commissioners had no further questions.

MOTION: Commissioner Myer moved, seconded by Commissioner Sprague to approve Docket No. PV25-0015 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required side yard setback from 15 feet to 0.5 feet for installation of a 600 kW rooftop solar collection system and associated ground-mounted equipment for Cubesmart, L.P., located at 1004 S. Milwaukee Avenue, in accordance with the Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025; Plan Set prepared by Atwell, last revised 3/27/2026; and Equipment Specifications; and subject to the following conditions:

1. Approval of the variance is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV26-0008 (variation to permit a decrease in the minimum required front yard setback along Milwaukee Avenue).

On the roll call, the vote was as follows:

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AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

Ms. Knysz read the proposed conditions for Docket No. PV26-0008:

1. Approval of the variation is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV25-0015 (variation to permit a decrease in the minimum required side yard setback on the north property line).

MOTION: Commissioner Myer moved, seconded by Commissioner Sprague, to approve Docket No. PV26-0008 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required front yard setback along Milwaukee Avenue from 25 feet to 4.7 feet for installation of a 40 foot tall utility pole associated with a 600 kW roof top solar collection system for Cubesmart, L.P., located at 1004 S. Milwaukee Avenue, in accordance with the Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025; Plan Set prepared by Atwell, last revised 3/27/2026; and Equipment Specifications; and subject to the following conditions:

1. Approval of the variation is contingent upon approval of Docket No. PSPMIN26-0004 (minor site plan and building appearance approval) and Docket No. PV25-0015 (variation to permit a decrease in the minimum required side yard setback on the north property line).

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart, to approve closing Docket No's. PV25-0015 and PV26-0008.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

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Secretary Sprague read the requested variations and reviewed the zoning requirements for Docket No. PV25-0014.

Ms. Knysz read the proposed conditions for Docket No. PV25-0014:

1. Approval of the variance is contingent upon approval of PSPMIN26-0005 (minor site plan and building appearance approval).

Commissioner Sprague commented that ComEd would be moving the transformers to the next pole. He asked whether the transformer for Cubesmart could be moved there as well, so the existing pole could be used for the down feed instead of adding a third pole. The petitioners noted that they could ask about it.

The Commissioners had no further questions.

MOTION: Commissioner Myer moved, seconded by Commissioner Riles, to approve Docket No. PV26-0014 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required front yard setback from 25 feet to 8.4 feet for installation of a 600 kW rooftop solar collection system and associated ground-mounted equipment for Cubesmart, L.P., located at 1042 S. Milwaukee Avenue, in accordance with the Project Description Letter prepared by Solar Landscape, received by the Village 10/27/2025; Plan Set prepared by Atwell, last revised 3/4/2026; Equipment Specification Sheets; and subject to the following conditions:

1. Approval of the variance is contingent upon approval of PSPMIN26-0005 (minor site plan and building appearance approval).

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

MOTION: Commissioner Smart moved, seconded by Commissioner Myer, to approve closing Docket No. PV25-0014.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

Ms. Knysz reported that the Village Board meeting was scheduled for May 4.

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Docket No. PV25-0015 & PV26-0008
NOTICE OF PUBLIC HEARING
Notice is hereby given that the Plan Commission of the Village of Wheeling will hold a public hearing on April 22, 2026 at 6:30 p.m. in the Board Room of the Wheeling Village Hall located at 2 Community Boulevard, Wheeling, Illinois, to act on the following petitions associated with a proposed rooftop solar collection system submitted by Solar Landscape LLC (604 Bangs Avenue, Suite 301, Asbury Park, NJ 07712), on behalf of Cubesmart, L.P., property owner of 1004 S. Milwaukee Avenue, zoned B-3, General Commercial and Office.
Docket No. PV25-0015: Seeking a variation to permit a decrease in the minimum side yard setback from 15 feet to 0.5 feet for ground-mounted equipment, as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections.
Docket No. PV26-0008: Seeking a variation to permit a decrease in the minimum front yard setback from 25 feet to 4.7 feet for ground-mounted equipment, as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections.
All interested persons are invited to attend and be heard.
Docket No. PV25-0015 & PV26-0008
To be published in the Wheeling Herald on Tuesday, April 7, 2026
Published in Daily Herald April 7, 2026 (327139)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 04/07/2026 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY _____
Designee of the Publisher of the Daily Herald

Control # 327139

PADDOCK PUBLICATIONS, INC. Corporate SEAL ILLINOIS

MEMORANDUM

DATE:	May 4, 2026
FROM:	Ross Klicker, Community Development Director
SUBJECT:	Ordinance Granting a Variation from Title 19, Zoning, to Permit an Increase in the Maximum Permitted Fence Height for the Village of Wheeling, 77 W. Hintz Road [Docket No. PV26-0005]
DOLLAR AMOUNT:	N/A
BUDGETED:	No
BUDGET SOURCE:	N/A
RECOMMENDED ACTION:	Approve
STRATEGIC PLAN THEME:	Governance

EXECUTIVE SUMMARY

The Village of Wheeling seeks a variation to increase the maximum permitted fence height from six feet to eight feet, associated with the reconstruction of the vehicle fueling area at the Wheeling Public Works facility at 77 W. Hintz Road. At the April 22, 2026 hearing, the Plan Commission recommended approval of the variation request. The petitioner also received minor site plan and appearance approval for the reconstruction of the vehicle fueling area at the April 22 Plan Commission meeting (Docket No. PSPMIN26-0003).

MEMO

The Village will be performing a facility upgrade of the existing vehicle fueling area at the Public Works facility that includes replacement of the existing underground storage tanks with a 12,000-gallon aboveground storage tank and replacement of the existing fueling area canopy. With the new fuel tank above ground, it will need to be enclosed by an eight-foot-tall black vinyl-coated chain-link fence with barbed wire and protective bollards. Accordingly, the requested fence height variation would permit the installation of the eight-foot-tall fence surround. The fueling area and associated fence are located in the rear of the Wheeling Public Works Facility and are not visible from the adjacent roads and neighboring properties; therefore, the visual impact of the increased fence height will be negligible.

Plan Commission Recommendation

At the April 22, 2026, Plan Commission hearing, Commissioner Myer moved, seconded by Commissioner Smart, to recommend approval of Docket No. PV26-0005 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10.070, Accessory Uses and Structures, and associated sections, to permit an increase in the maximum permitted fence height from six feet to eight feet for the Village of Wheeling, located at 77 W Hintz Road, in accordance with the exhibits listed below and subject to the following condition:

1. Approval of the variance is contingent upon approval of PSPMIN26-0003 (minor site plan and building appearance approval).

There being six affirmative votes, the motion was approved.

Community Development Director's Review and Recommendation

I concur with the Findings of Fact and Recommendations provided by the Plan Commission. An ordinance

is attached for the Board's consideration to reflect the Commission's recommendation for the granting of a variation to permit an increase in the maximum permitted fence height from six feet to eight feet for the Village of Wheeling, located at 77 W. Hintz Road, subject to conditions.

Attachments
Ordinance – Variation for Docket No. PV26-0005
Exhibits: Project Description Letter prepared by Kyle Goetzelmann, dated 3/9/2026
Site Plan dated 3/10/2026
Project Photos

PC Staff Report
Attachments to Staff Report (Staff)
Findings of Fact – Draft
Public Notice Certification

ORDINANCE NO. _____

ORDINANCE GRANTING A VARIATION FROM TITLE 19, ZONING, TO PERMIT AN INCREASE IN THE MAXIMUM PERMITTED FENCE HEIGHT FOR THE VILLAGE OF WHEELING, 77 W. HINTZ ROAD

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on April 22, 2026, duly noticed in the *Daily Herald* on April 7, 2026, to consider a variation petition by the Village of Wheeling (hereinafter referred to as the "Petitioner") as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10.070(c)(2)(A) Accessory Uses and Structures – Specific Fence Requirements, and associated sections, to permit an increase in the maximum permitted fence height from six feet to eight feet for the property located at 77 W. Hintz Road (hereinafter referred to as "Subject Site"), in the I-4, Heavy Industrial zoning district; and

WHEREAS, this variance petition is associated with and contingent upon the approval of Docket No. PSPMIN26-0003, which granted approval for minor site plan and building appearance approval; and

WHEREAS, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending approval by a vote of 6 ayes and 0 nays, with 1 absent; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request for a zoning variation;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- The hardship is due to unique circumstances that do not generally apply to the other properties or uses.
- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.
- The alleged difficulty or hardship has not been created by any person presently having an interest in the property.
- The granting of the variation will not alter the essential character of the locality.
- The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase congestion in the public streets, or increase the

danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Section B

A variation is hereby granted from Title 19, Zoning of the Wheeling Municipal Code, Chapter 19.10.070(c)(2)(A) Accessory Uses and Structures – Specific Fence Requirements, and associated sections, to permit an increase in the maximum permitted fence height from six (6) feet to eight (8) feet, for the Subject Site, herein legally described:

PARCEL 1:
THE WEST 1/2 OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPTING THEREFROM THAT PART TAKEN AND USED FOR HINTZ ROAD) OF SECTION 14. TOWNSHIP 42 NORTH, RANGE 11. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THE EAST 1/2 OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPTING THEREFROM THAT PART TAKEN AND USED FOR HINTZ ROAD) OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Section C

The variation granted in Section B of this Ordinance is to be completed substantially in accordance with the following plans and exhibits, attached hereto as **Exhibit A** and made part hereof:

- Project Description Letter prepared by Kyle Goetzelmann, Village Engineer, dated 3/9/2026
- Site Plan dated 3/10/2026
- Project Photos

Section D

The Variation approval granted in Section B of this Ordinance is subject to the following conditions:

1. Approval of the variance is contingent with PSPMIN26-0003 (minor site plan and building appearance approval).

Section E

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee_____ moved, seconded by Trustee_____ that Ordinance No. _____ be passed, this 4th day of May, 2026.

President Horcher	_____	Trustee Ruffatto	_____
Trustee Krueger	_____	Trustee Vito	_____
Trustee Lang	_____	Trustee Vogel	_____
Trustee Papantos	_____		

APPROVED this 4th day of May 2026 by the President and Board of Trustees, Wheeling, Illinois.

_____
Patrick Horcher, Village President

ATTEST:

_____
Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

_____
Village Attorney

PUBLISHED in pamphlet form this 5th day of May 2026, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Exhibit A (Attached)

- Project Description Letter prepared by Kyle Goetzelmann, Village Engineer, dated 3/9/2026
- Site Plan dated 3/10/2026
- Project Photos

VILLAGE OF
WHEELING
PUBLIC WORKS

March 9, 2026

Marcy Knysz, AICP
Village Planner
Village of Wheeling
2 Community Blvd
Wheeling, IL 60090

Re: Project Narrative – Public Works Above Ground Fuel Tank Installation

In October of 2025, Village of Wheeling staff was informed by the Office of the State Fire Marshall (OSFM) that the Village-owned fuel tanks located at the Public Works facility have failed inspection due to a leak into the interstitial space between the two tank hulls. The contractor identified the main cause of the premature failure was related to the high water table at the facility, which resulted in constant external hydraulic pressure on the external hull of the tank. This led to an interstitial leak between the outer and inner hulls of the underground tank.

The Village has since eliminated using the failed tanks and is in the process of designing a new fuel system that will be installed this year. The design engineer has recommended not replacing the failed tanks with another underground fuel tank, as it would likely fail prematurely for the same reason the first one failed. Staff has also determined it is in the best interest of the Village to maintain in-house fuel services rather than using gas stations to fuel the municipal fleet. These factors have led staff to conclude the best alternative is to replace the failed underground storage tanks with a 12,000 gallon above ground storage tank.

As part of the fuel tank replacement, the fueling canopy will need to be replaced as well. This is going to match the existing canopy that is currently in place out there. Sample pictures have been provided.

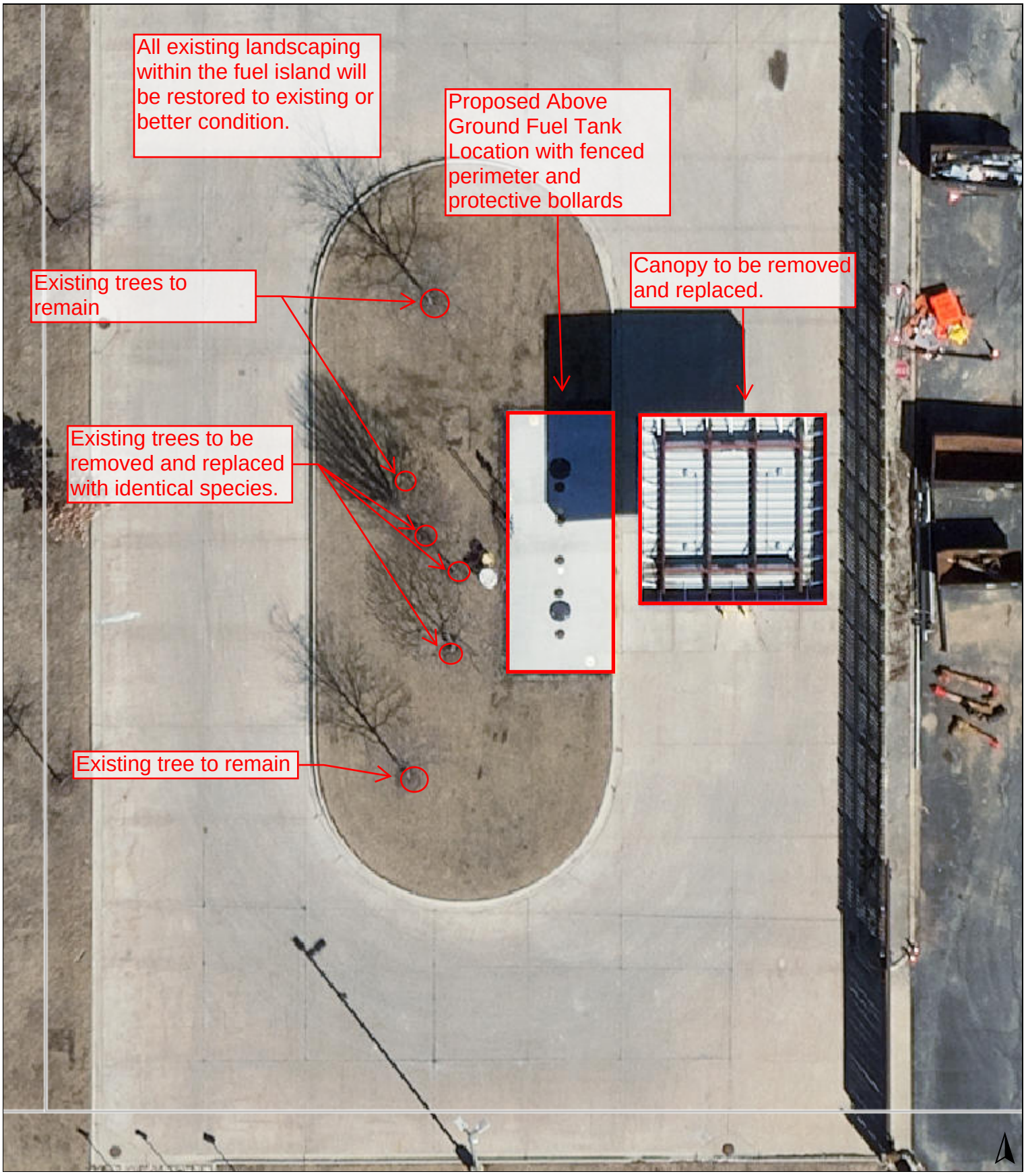
Please do not hesitate to contact me at (847) 499-9053 or email kgoetzelmann@wheelingil.gov if you have any questions regarding this project.

Regards,

Kyle Goetzelmann
Village Engineer

GISConsortium

Fuel Island Site Plan



0 30 60 ft

Print Date: 3/10/2026

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Figure 1: Sample above ground fuel tank with perimeter fence (without screening)

Figure 2: Example of the fueling canopy. Our project is going to match that color scheme.

Figure 3: Sample of the chain link fence for screening. This sample doesn't include the barbed wires on top.

MEMORANDUM

DATE: April 22, 2026
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PV26-0005, Request for a Variation to Increase the Maximum Fence Height Associated with Facility Upgrades for the Village of Wheeling (77 W. Hintz. Rd.). **PUBLIC HEARING**
RECOMMENDED ACTION: **Recommend approval of Docket No. PV26-0005** granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10.070, Accessory Uses and Structures, and associated sections, to permit an increase in the maximum permitted fence height from 6 feet to 8 feet for the Village of Wheeling, located at 77 W Hintz Road, in accordance with the Project Description Letter prepared by Kyle Goetzelmann, dated 3/9/2026; and Site Plan dated 3/10/2026, and subject to the following condition:

1. Approval of the variance is contingent upon approval of PSPMIN26-0003 (minor site plan and building appearance approval).

EXECUTIVE SUMMARY

Docket No. PV26-0005: The Village of Wheeling, property owner, is seeking a variation to permit an increase in the maximum permitted fence height from 6 feet to 8 feet for the property located at 77 W. Hintz Road, as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10.070, Accessory Uses and Structures, and associated sections.

GENERAL PROPERTY INFORMATION

Petitioner: Village of Wheeling

Location: 77 W. Hintz Road

Property size: 12 acres

Neighboring Property Land Use(s):
North: Industrial (across W. Hintz Road)
East/West/South: Industrial

Existing Use of Property: Village of Wheeling Public Works Facility

Existing Zoning: I-4, Heavy Industrial

Comprehensive Plan Designation: Industrial

Zoning History:

- Ordinance No. 4345, approved 7/21/2008, granting special use approval for the Public Works facility (docket #2008-18).

SUMMARY OF REQUEST

The Village of Wheeling is requesting a variation to increase the maximum permitted fence height from 6 feet to 8 feet for the property located at 77 W. Hintz Road. The requested variation is associated with the reconstruction of the vehicle fueling area at the Village's Public Works facility, which the petitioner is also seeking Minor Site Plan and Appearance

approval (Docket No. PSPMIN26-0003).

VARIANCE

A variation is to grant relief from the literal requirements of the zoning ordinance when unique circumstances, applicable to the property, deprive it from enjoying privileges commonly enjoyed by other properties in the same zoning district. After review of the Standards summarized in this staff report, the Commission must find beyond a reasonable doubt that all of the standards are met.

As detailed in Docket No. PSPMIN26-0003, the Village will be performing a facility upgrade of the existing vehicle fueling area at the Public Works Facility that includes replacement of the existing underground storage tanks with a 12,000-gallon aboveground storage tank and replacing the existing fueling area canopy. With the installation of the new fuel tank being above ground, the tank will need to be enclosed by an 8 foot tall black vinyl coated chain link fence with barbed wire and protective bollards. Accordingly, a fence height variation is being requested to permit the installation of an 8 foot tall fence to surround the aboveground storage tank. The fueling area and associated fence are located within the rear of the Wheeling Public Works Facility and not visible from the adjacent roads and neighboring properties; therefore, the visual impact of the increased fence height will be negligible.

Standards for Variation: Following are the petitioner's responses to the standards for variation for the variance request.

1. **State how the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.**

   The required height of the aboveground fuel storage tank necessitates a taller fence in order to provide a fully secured enclosure. Strict adherence to the 6-foot height limitation would result in inadequate enclosure for the aboveground tank.

2. **Indicate how the hardship is due to unique circumstances that do not generally apply to the other properties or uses.**

   The operational requirements of the Public Works facility necessitate a fuel storage tank of a size and height that exceeds typical installations. This condition creates the need for a taller fence to effectively secure the equipment, which does not generally apply to other properties or uses.

3. **Describe how the alleged difficulty or hardship has not been created by any person presently having an interest in the property.**

   The requested variation is a result of specific equipment size and configuration necessary to meet the operational needs of the Village of Wheeling, adequate security would not be provided within the 6-foot fence height limit.

4. **State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.**

   Without the requested variation, the aboveground tank equipment would not be fully enclosed, which could raise safety and security concerns, including increased accessibility and visibility to the public.

5. **State how the granting of the variation will not alter the essential character of the locality.**

   The property is currently developed and used for Public Works operations. The proposed fence height increase will not alter the existing use, traffic patterns, or overall function of the site. As such, the essential character of the surrounding area will remain unchanged.

6. **Describe how the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.**

   The proposed 8 foot tall fence will not adversely affect light, air, or visibility for adjacent properties, nor will it increase traffic congestion, fire risk, or public safety concerns. The fenced area is located approximately 50 feet from the nearest property line, minimizing any potential impact. Additionally, the variation will not diminish property values within the surrounding area.

STAFF REVIEW

Fire Department Review: No comments related to the Special Use.

Engineering Division Review: No comments related to the Special Use.

Staff Recommended Action: Staff recommends approval of the variance request subject to the following condition:

1. Approval of the variance is contingent upon approval of PSPMIN26-0003 (minor site plan and building appearance approval).

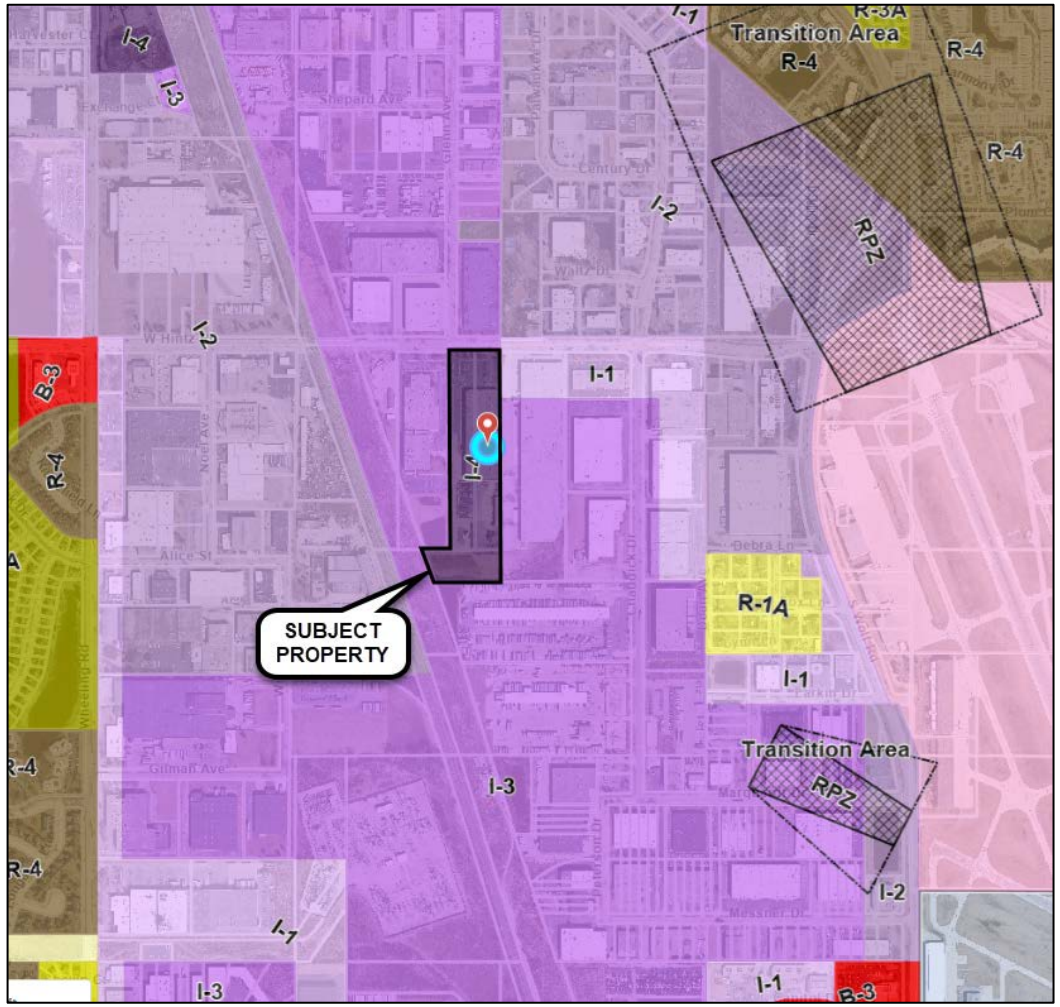
****
If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of a variation, the appropriate motion would be to:

Recommend approval of Docket No. PV26-0005granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10.070, Accessory Uses and Structures, and associated sections, to permit an increase in the maximum permitted fence height from 6 feet to 8 feet for the Village of Wheeling, located at 77 W Hintz Road, in accordance with the Project Description Letter prepared by Kyle Goetzelmann, dated 3/9/2026; and Site Plan dated 3/10/2026, and subject to the following condition:

1. Approval of the variance is contingent upon approval of PSPMIN26-0003 (minor site plan and building appearance approval).

ATTACHMENTS:
Attachments to Staff Report (Staff)
Project Description Letter prepared by Kyle Goetzelmann, dated 3/9/2026
Site Plan dated 3/10/2026

LOCATION MAP



ZONING MAP

View of existing vehicle fueling area facing south.

View of existing vehicle fueling area facing north.

FINDINGS OF FACT
AND RECOMMENDATION

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: April 22, 2026

Re: Docket No. PV26-0005
Request for a Variation to Increase the Maximum Permitted Fence Height from 6 Feet to 8 Feet
Village of Wheeling
77 W. Hintz Road

Chairman Johnson called Docket No. PV26-0005. Present were Commissioners Riles, Hyken, Johnson, Sprague, Myer, and Smart. Commissioner Karl was absent with prior notice. Also present were Village Planner Marcy Knysz, Village Attorney Mallory Milluzzi, and Village Engineer Kyle Goetzelmann.

Secretary Sprague reported that the Village of Wheeling was seeking a variation to increase the maximum fence height for facility upgrades.

The petitioner, Village Engineer Kyle Goetzelmann, stepped to the podium and was sworn in. He reported that the Public Works Facility had an underground storage tank in place. Through inspections with the Fire Marshall, a leak was found from the outer wall into the space in between. The tank was emptied, but it needed to be replaced. For maintenance and environmental reasons, it was decided to proceed with an above-ground tank. The trees would be removed for construction and replaced with trees of the same species. The canopy would be removed and replaced. A black-coated chain link with no privacy slats, with barbed wire on the top for protection, would be added. The fence was requested to be eight feet tall to provide protection.

Commissioner Smart asked whether the fence was see-through or dark. Mr. Goetzelmann reported that it would be a chain-link fence, but it would have a black coating. The whole tank would be visible.

Commissioner Riles asked about the lighting. Mr. Goetzelmann reported that it was fairly well lit and that the canopy itself would also have underlighting.

Commissioner Hyken asked if bollards were being placed all around. It was confirmed they were.

Commissioner Sprague asked if the tank was 12,000 gallons. Mr. Goetzelmann confirmed that it was, with 8,000 for gasoline and 4,000 for diesel. It was approximately the same size. The biggest size felt necessary. Commissioner Sprague asked if the comprised tank was steel or metal. Mr. Goetzelmann stated that it was steel. Commissioner Sprague asked if fiberglass would have worked. Mr. Goetzelmann explained that fiberglass was more costly and that groundwater had caused corrosion of the existing tank. The tank would be removed and backfilled after testing for contaminants.

Ms. Knysz read the proposed conditions for Docket No. PV26-0005:

DRAFT

1. Approval of the variance is contingent upon approval of PSPMIN26-0003 (minor site plan and building appearance approval).

The Commissioners had no further questions.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart, to approve Docket No. PV26-0005 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10.070, Accessory Uses and Structures, and associated sections, to permit an increase in the maximum permitted fence height from 6 feet to 8 feet for the Village of Wheeling, located at 77 W Hintz Road, in accordance with the Project Description Letter prepared by Kyle Goetzelmann, dated 3/9/2026; and Site Plan dated 3/10/2026, and subject to the following condition:

1. Approval of the variance is contingent upon approval of PSPMIN26-0003 (minor site plan and building appearance approval).

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

MOTION: Commissioner Myer moved, seconded by Commissioner Sprague, to approve closing Docket No. PV26-0005.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles
NAYS: None
ABSENT: Commissioner Karl
ABSTAIN: None

There being six affirmative votes, the motion was approved.

Ms. Knysz reported that the Village Board meeting was scheduled for May 4.

Mr. Goetzelmann reported that they received a Community Project Funding Grant for the project and that the state would cover 80% of the installation costs.

DRAFT

Docket No. PV26-0005
NOTICE OF PUBLIC HEARING
Notice is hereby given that the Plan Commission of the Village of Wheeling will hold a public hearing on April 22, 2026 at 6:30 p.m. in the Board Room of the Wheeling Village Hall located at 2 Community Boulevard, Wheeling, Illinois, to act on a petition submitted by the Village of Wheeling (77 W. Hintz Road, Wheeling, IL, 60090), property owner, seeking a variation to permit an increase in the maximum permitted fence height from 6 feet to 8 feet for the property located at 77 W. Hintz Road, zoned I-4, Heavy Industrial, as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10.070, Accessory Uses and Structures, and associated sections.
All interested persons are invited to attend and be heard.
Docket No. PV26-0005
To be published in the Wheeling Herald on Tuesday, April 7, 2026
Published in Daily Herald April 7, 2026 (326989)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 04/07/2026 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY _____
Designee of the Publisher of the Daily Herald

Control # 326989

PADDOCK PUBLICATIONS, INC. Corporate SEAL ILLINOIS

MEMORANDUM

DATE:	May 4, 2026
FROM:	Leonard Becker, Economic Development Director
SUBJECT:	Resolution Authorizing the Use of a First-Floor Medical Office for the Property Located at 407 W. Dundee Road (Dr. Angela Suh) in the Village of Wheeling, Illinois
DOLLAR AMOUNT:	N/A
BUDGETED:	No
BUDGET SOURCE:	N/A
RECOMMENDED ACTION:	Approval
STRATEGIC PLAN THEME:	Economic Development

EXECUTIVE SUMMARY

The Wheeling Town Center developer is requesting Village Board approval to allow a dental office to occupy the space at 407 W. Dundee Road. The restated redevelopment agreement (RDA) for Wheeling Town Center prohibits this use on the first floor of commercial spaces, but allows the Board sole discretion to permit this use upon the developer's request. The attached resolution would grant the requested exemption and allow for this tenant's occupancy without constituting a broader amendment or waiver of the RDA's restrictions on, or list of, prohibited uses.

MEMO

On March 7, 2016, the Village Board approved a restated redevelopment agreement (RDA) with developer WTC, LLC governing the development of the Wheeling Town Center. The RDA establishes parameters for tenant uses, including a list of prohibited uses set forth in Section 5.5 and Exhibit C. Section 5.5 of the RDA does allow the Village Board, at its sole discretion and upon request by the developer, to permit a use identified as prohibited if that use is otherwise permitted within the MXT Transit-Oriented Zoning District under the Village's Zoning Ordinance, without the need for a public hearing.

The developer has requested approval to lease the first-floor tenant space at 407 W. Dundee Road to a new dental office for Dr. Angela Suh. This 2,540-square-foot space is the last commercial space within Wheeling Town Center that has never been occupied. The developer and tenant have agreed to a long-term lease for this space. Given the raw-shell condition of the retail space, a significant capital investment will be required to improve the property and purchase equipment so the tenant can operate a state-of-the-art dental practice at the proposed site. Although dental offices are permitted within the MXT Transit-Oriented Zoning District, the Wheeling Town Center RDA currently classifies medical and dental offices as prohibited uses when located on the first floor.

The proposed use is consistent with the intent of the MXT zoning district and would introduce a service-based tenant to Wheeling Town Center. Staff has reviewed the request and finds that the proposed dental office would not adversely impact the overall tenant mix or the pedestrian-oriented character of the development and will generate additional traffic for other tenants.

Pursuant to Section 5.5 of the RDA, the Village Board has the authority to approve this request. Such approval would be limited to this specific tenant and location and would not constitute a broader amendment or waiver of the RDA's restrictions on prohibited uses.

RESOLUTION NO. 26 - _____

RESOLUTION AUTHORIZING THE USE OF A FIRST-FLOOR MEDICAL OFFICE FOR THE PROPERTY AT 407 W. DUNDEE ROAD (DR. ANGELA SUH) IN THE VILLAGE OF WHEELING, ILLINOIS

WHEREAS, on March 7, 2016, the Village approved a Restated Redevelopment Agreement ("RDA") with WTC LLC (the "Developer") outlining the development of the property at 351 W. Dundee Road with a high-end apartment complex and retail center known as the Wheeling Town Center (the "Property"); and

WHEREAS, the RDA contains a list of Prohibited Uses and states that the Developer cannot lease to, sell, or allow any such Prohibited Uses to operate on the Property, which was governed by Section 5.5 of the RDA and contained within Exhibit C of the RDA; and

WHEREAS, Section 5.5 of the RDA states that if any use listed on Exhibit 3 of the RDA is not a prohibited use in the MXT Transit Oriented Zoning District under the Wheeling Zoning Ordinance, as amended from time to time, the Village Board may, in its sole and exclusive discretion, upon request by Developer, allow any Prohibited Use without any further public hearing; and

WHEREAS, the Developer has requested permission to lease the property at 407 West Dundee to Dr. Angela Suh to operate a dental office, which would operate on the ground floor; and

WHEREAS, the operation of a dental office is a permitted use in the MXT Transit Oriented Zoning District; and

WHEREAS, operation of a medical or dental office is a Prohibited Use under the RDA if operated on the first floor; and

WHEREAS, the President and Board of Trustees of the Village of Wheeling have considered the Developer's request and have determined it to be in the best interest of the Village to grant the Developer's request;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, AS FOLLOWS:

SECTION 1: The President and Board of Trustees of the Village of Wheeling hereby grant the Developer's request to lease the first floor of the property located at 407 W. Dundee, Wheeling, IL 60090 to Dr. Angela Suh for the operation of a dental office. The Developer and Dr. Angela Suh are required to obtain all required permits, licenses, and other authorizations as required by State law or the Village of Wheeling Municipal Code.

SECTION 2: The approval of this particular use does not waive in any way the provisions of Section 5.5 of the RDA or any other provision of the RDA restricting any other Prohibited Uses in regard to the Project and the Property.

Trustee _____ moved, seconded by Trustee _____, that Resolution No. 26-_____ be adopted.

President Horcher	_____		
Trustee Krueger	_____	Trustee Ruffatto	_____
Trustee Lang	_____	Trustee Vito	_____
Trustee Papantos	_____	Trustee Vogel	_____

ADOPTED this 4th day of May, 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois, pursuant to a roll call vote as provided by law.

_____
Patrick Horcher, Village President

ATTEST:

_____
Kathryn M. Brady, Village Clerk

ORDINANCE NO. 4994

AN ORDINANCE AUTHORIZING THE EXECUTION OF A RESTATED REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF WHEELING AND WTC, LLC FOR THE DEVELOPMENT OF LAND AT 351 W. DUNDEE ROAD, WHEELING, IL COMPRISING A PART OF THE TOWN CENTER-II TIF DISTRICT OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS

BE IT ORDAINED, by the President and Board of Trustees of the Village of Wheeling Cook and Lake Counties, Illinois, as follows:

SECTION 1: The President and Board of Trustees of the Village find as follows:

A. The Village of Wheeling (hereinafter referred to as the "VILLAGE") is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs.

B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "TIF ACT").

C. Pursuant to its home rule powers and in accordance with the TIF ACT, on July 7, 2014, 2014 the corporate authorities of the VILLAGE adopted Ordinance Numbers 4866, 4867, and 4868 in accordance with the TIF ACT and its home rule powers, approving a tax increment redevelopment plan and project, designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE'S TOWN CENTER-II TIF DISTRICT (hereinafter referred to as the "TOWN CENTER-II TIF DISTRICT") for redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA").

D. WTC, LLC (hereinafter referred to as the "DEVELOPER") desires to redevelop a portion of the REDEVELOPMENT PROJECT AREA, (hereinafter referred to as the "SUBJECT PROPERTY") on which the DEVELOPER intends to construct a mixed use project including a 300 unit luxury apartment building, movie theater, restaurants and retail establishments (hereinafter referred to as the "DEVELOPMENT").

E. On August 4, 2014, the VILLAGE approved a Redevelopment Agreement, between the DEVELOPER and the VILLAGE, which sets forth the terms and conditions pursuant to which the DEVELOPER will proceed with the DEVELOPMENT (hereinafter referred to as the "REDEVELOPMENT AGREEMENT").

F. On February 2, 2015 the Village Board approved a First Amendment to the Redevelopment Agreement.

G. On July 6, 2015 the Village Board approved a Second Amendment to the Redevelopment Agreement

H. Due to further unforeseen issues that will cause delays in zoning approval and completion of the DEVELOPMENT, it is necessary to amend certain sections of the REDEVELOPMENT AGREEMENT to incorporate an amended schedule as well as to address other necessary changes to the REDEVELOPMENT AGREEMENT.

I. In accordance with the TIF ACT and the VILLAGE'S home rule powers it is in the best interest of the VILLAGE to approve a RESTATED REDEVELOPMENT AGREEMENT, pursuant to the TIF ACT.

SECTION 2: Based upon the foregoing, and pursuant to the TIF ACT and the VILLAGE'S home rule powers, a REDEVELOPMENT AGREEMENT that is in substantial conformity with the RESTATED REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT A is hereby approved, with all final changes subject to the approval of the Village Manager. The President and Clerk of the VILLAGE are authorized and directed to execute and deliver such other instruments, once finalized, including the RESTATED REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT A.

SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this 7th day of March, 2016, pursuant to a roll call vote as follows:

President Argiris	Aye	Trustee Papantos	Aye
Trustee Brady	Aye	Trustee Vito	Aye
Trustee Krueger	Aye	Trustee Vogel	Aye
Trustee Lang	Aye		

APPROVED this 7th day of March, 2016

Dean Argiris, Village President

ATTEST:

Elaine Simpson, Village Clerk

VILLAGE OF WHEELING, COOK AND LAKE COUNTIES ILLINOIS CORPORATE SEAL

Approved as to form only:

Village Attorney

Published by me in pamphlet form this 8th day of March, 2016.

VILLAGE OF WHEELING, COOK AND LAKE COUNTIES ILLINOIS CORPORATE SEAL

Elaine Simpson
Village Clerk

361521_1

RESTATED REDEVELOPMENT AGREEMENT – WHEELING TOWN CENTER

This Redevelopment Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2016 (the "Effective Date") by and between the Village of Wheeling Illinois, an Illinois home rule municipal corporation (the "Village"), and WTC LLC, a Delaware limited liability company, licensed to do business in Illinois (hereinafter collectively, the "Developer"). (The Village and the Developer are sometimes referred to individually as a "Party" and collectively as the "Parties.")

RECITALS

The following Recitals are incorporated herein and made a part hereof.

A. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.

B. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

C. Pursuant to the Act and Village Ordinance Numbers 4866, 4867, and 4868, adopted July 7, 2014, the Village approved a tax increment redevelopment plan and project, designated the tax increment redevelopment project area, and adopted tax increment financing relative to the Village's Town Center (Dundee Road) Tax Increment Financing District (the "Town Center II TIF District").

D. The Developer desires to redevelop all of the Property by the Apartment Project (as defined below), the Retail Projects and the related infrastructure and amenities, all as to be set forth in the Final Plans (the "Project"). The Apartment building shall consist of at least 275 Class "A" residential rental units with high end finishes and a quality amenity package.

E. It is necessary for the development and completion of the Project that the Village enter into this Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the TIF Plan.

F. Developer has been and continues to be unable and unwilling to undertake the redevelopment of the Property with the Project but for certain tax increment financing ("TIF") incentives to be provided by the Village in accordance with the Act (as defined below) and the home rule powers of the Village, which the Village is willing to provide under the terms and conditions contained herein. The Parties acknowledge and agree that but for the TIF incentives, to be provided by the Village, Developer cannot successfully and economically develop the Property with the Project in a manner satisfactory to the Village. The Village has determined that it is desirable and in the Village's best interests to assist Developer in the manner set forth herein and as this Agreement may be supplemented and amended from time to time.

G. The Village, in order to stimulate and induce development of the Property with the Project, has agreed to finance certain Eligible Redevelopment Costs (as defined in Article Two below) through Net Incremental Property Taxes (as defined below), all in accordance with the terms and provisions of the Act and this Agreement.

H. This Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

I. This Agreement has been submitted to the Members of the Developer for consideration and review, the Members have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all action of the Developer's Members precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

J. The Village hereby designates Developer as the exclusive developer for the Project on the Property, subject to the terms of this Agreement and only so long as Developer is not in default in relation to this Agreement after the expiration or any notice, cure or grace period.

K. On August 4, 2014, the Village approved a Redevelopment Agreement ("Original Redevelopment Agreement") outlining the development of the Property at 351 W. Dundee Road with a high end by the Apartment complex and Retail Center known as the Wheeling Town Center.

L. On February 2, 2015 the Village approved a First Amendment to the Original Redevelopment Agreement.

M. On July 6, 2015 the Village approved a Second Amendment to the original Redevelopment Agreement.

N. It is necessary to further amend the Original Redevelopment Agreement to incorporate revised schedule for zoning approval and construction of the project along with additional changes that are all stated in a Restated Redevelopment Agreement. .

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE ONE
INCORPORATION OF RECITALS

The findings, representations and agreements set forth in the above Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Article One, and constitute findings, representations and agreements of the Village and of the Developer according to the tenor and import of the statements in such Recitals.

ARTICLE TWO
DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, including above in the Recitals hereto, and as follows:

"Act" means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1, *et seq.*, as amended.

"Agreement" means this Redevelopment Agreement.

"Apartment Project" shall mean an apartment building consisting of at least 275 class "A" luxurious residential rental units with high end finishes, together with common areas, pool and a fitness center serving the residential units contemplated to be constructed on Parcels 1.1, as identified on **Exhibit 5**, attached hereto and made a part hereof, subject to establishment by the Final Plans. The Apartment Project shall be marketed as a luxury rental development.

"Change in Law" means the occurrence, after the Effective Date, of a Change in Law Event, provided such Change in Law Event materially impairs the ability of the Party to perform its obligations under this Agreement and such event is not caused by the Party relying thereon:

"Change in Law Event" means any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or

regulation (other than by the Village, but including Violative Village Actions); (ii) the order or judgment of any federal or state court, administrative agency or other governmental body (other than the Village, but including Violative Village Actions); (iii) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village, but including Violative Village Actions) and (iv) the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the Village, provided such impositions and delays by the Village do not violate this Agreement).

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collector" means the officer or officers of the County of Cook, Illinois, who is or are at the time obligated under applicable law to collect and pay over to the Village the Incremental Property Taxes pursuant to and in accordance with the Act.

"Corporate Authorities" means the President and Board of Trustees of the Village of Wheeling, Illinois.

"Dedicated Improvements" means all rights-of-way and easements on the Property along with the public improvements located therein or thereon which will, upon completion, be conveyed to and or come under the jurisdiction of the Village or a utility company, each as shown in the approved Final PUD.

The Dedicated Improvements, subject to Metra's conclusion relative to the ultimate ownership of the East Commuter Lot ("East Lot") shall only include, the watermain, excluding the service connections, and the large diameter elliptical pipe that will traverse the east border of the Property connecting Lake Heritage and the future development on Dundee Road.

With the prior consent of Metra, the East Lot shown on the Map attached hereto as Exhibit 9 currently owned by the Village and reserved for Metra commuter parking shall be transferred to the Developer in fee simple and 150 regular spaces, 9 kiss and ride spaces and 6 ADA spaces will be maintained by the Developer as commuter parking for as long as a commuter train station exists in Wheeling in accordance with an agreement to be entered between the Village and Developer. Should Metra consent to the transfer of property, the Village shall enter into a cost sharing agreement with the Developer to allocate to the Developer a portion of the funds collected for commuter parking fees to the maintenance and repair of the commuter parking area within the Development, with the remainder of the funds to be retained by the Village for the purpose of maintaining the train station and associated facilities outside of the Development.

Should Metra require municipal ownership of a portion of the parking lots and/or roadways within the Development, the Developer, as a condition of closing of the Initial Land Conveyance defined in 6.1(A) below, shall enter into a cost sharing agreement with the Village that allocates the cost of maintenance and repair of any Village owned surfaces within the Development. Such cost sharing agreement will provide that the Developer will maintain the east Metra parking lot in accordance with the terms of the extended Commuter Station Development Agreement approved by Resolution 96-35, as amended. The preliminary and final plats of subdivision shall reflect Metra's determination as to the ultimate ownership of a portion of the parking lots and/or a portion of the roadways within the Project.

All other improvements, will be owned and maintained by the Developer, including but not limited to, all other paved areas on the Property , street lights, water service connections, sidewalks, ADA crossings, signage, sanitary sewer system (main and connections), storm sewer system and other facilities within, on or under the Property owned by the Developer.

"Developer" means WTC LLC, a Delaware limited liability company, licensed to do business in the State of Illinois, or any successor or assignees in interest.

"Effective Date" means the date on which this Agreement is fully executed by both Parties, with said date being inserted in the opening paragraph of this Agreement.

"Eligible Redevelopment Costs" means costs of the Project to be paid or reimbursed by the Village as provided in this Agreement and as identified in Section 7.2 below.

"Final Plans" mean the Village approved site plan and engineering plans for the Project as approved by the Final PUD Approval referenced in Section 5.1 below, Developer shall have obtained Final PUD approval within one hundred-eighty (180) days of the date of this Agreement.

"Incremental Property Taxes" means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the Property, which taxes are actually collected and which are attributable to the increase in the equalized assessed valuation ("EAV") of the Property over and above the EAV of the Property at the time of the formation of the Town Center II TIF District, all as determined by the County Clerk of the County of Cook, Illinois, pursuant to and in accordance with the Act, the TIF Ordinances and this Agreement, and which are received by the Village after the Effective Date of this Agreement.

"Members" means, collectively, those individuals or entities which are the members of the Developer.

"Net Incremental Property Taxes" means fifty eight percent (58%) of the Incremental Property Taxes deposited in the Town Center-II TIF Fund attributable to the taxes levied on the Property after the deduction of administrative expenses of the Village which said expenses shall not exceed Twenty Thousand and 00/100 Dollars ($20,000) annually; provided however that (1) if the Library District is unable to support its claim for reimbursement as required by 65 ILCS 5/11.74.4-3(q)(7.7), such percentage shall be increased to sixty percent (60%); and (2) to the extent the School District's increased costs attributable to the Project are less than forty percent (40%) of Incremental Property Taxes, then the remaining portion of such set aside shall be included in the definition of Net Incremental Property Taxes as used herein

"Party" means the Village and/or Developer and their respective successors and/or assigns as permitted herein, as the context requires.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

" Project" shall have the meaning as set forth in Recital E above.

"Property" means those parcel(s) legally described and depicted on **Exhibit 1**.

"Retail Projects" shall mean those buildings to be constructed and intended primarily for retail use consisting of approximately ninety-five thousand (95,000) square feet of ground floor retail space and up to 30,000 square feet of second floor non-retail space contemplated to be constructed on Retail Pads A through J, as identified on **Exhibit 5**, subject to establishment by the Final Plans.

"TIF Ordinances" means those Ordinances referenced in Recital D above.

"Title Company" means Chicago Title Insurance Company.

"Uncontrollable Circumstance" means any event which:

A. is beyond the reasonable control of and without the fault of the Party relying thereon; and

B. is one or more of the following events:
   (i) a Change in Law;
   (ii) insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
   (iii) epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
   (iv) governmental condemnation or taking other than by the Village;

(v) strikes or labor disputes, or work stoppages not initiated by the Developer;
(vi) unreasonable delay in the issuance of building or other permits or approvals by the Village or other governmental authorities having jurisdiction other than the Village;
(vii) shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
(viii) unknown or unforeseeable geo-technical or environmental conditions, including stormwater management issues as reasonably agreed upon by the Parties;
(ix) major environmental disturbances;
(x) vandalism;
(xi) terrorist acts; or
(xii) litigation brought by or against third parties including but not limited to actions pertaining to evictions.

Uncontrollable Circumstance shall not include: (1) economic hardship (except to the extent caused as a direct result of one or more of the Uncontrollable Circumstances described above); (2) unavailability of materials (except as described in Subsection (b)(vii) above); or (3) a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

"**Qualified Investor**" means any bank, financial institution, entity with assets exceeding five million and no/100 dollars ($5,000,000.00), registered investment company or other person or entity defined as an "accredited investor" under the U.S. Securities Act of 1933 and its regulations.

"Village" means the Village of Wheeling, Illinois, an Illinois home rule municipal corporation.

"Violative Village Actions" means any law, ordinance, code, rule or regulation which is enacted, adopted, promulgated or modified by the Village which: (i) violates the terms of this Agreement; (ii) voids or materially modifies the terms of this Agreement; (iii) withdraws, terminates or voids the Final Plans (without Developers written consent); or (iv) renders performance by the Village hereunder illegal or impossible.

ARTICLE THREE
CONSTRUCTION

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

A. Definitions include both singular and plural.

B. Pronouns include both singular and plural and cover all genders.

C. The word "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

D. Headings of Articles and Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.

F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.

G. The Village Manager, unless applicable law requires action by the Corporate Authorities (which determination shall be made by the Village Manager and not the Developer), shall have the power and authority to make, grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement (collectively, the "Village Actions") for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. Developer is entitled to rely on the full power and authority of: (i) the Persons executing this Agreement on behalf of the Village as having been properly and legally given authority to do so by the Village; and (ii) the Village Manager as to any Village Actions; in each case without any duty to inquire of verify whether such has been approved (or requires the approval of) any Corporate Authorities.

H. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Developer in a different manner, Developer hereby designates Brad Friedman and Josh Goldstein as its authorized representatives who shall individually have the power and authority to make, grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Developer and with the effect of binding Developer in that connection (each such individual being an "Authorized Developer Representative"). Developer shall have the right to change its Authorized

Developer Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 17.3 of this Agreement.

ARTICLE FOUR
REDEVELOPMENT PLAN

The Village and the Developer agree to cooperate in implementing the Project in accordance with the Parties' respective obligations, as set forth in this Agreement, and the specific approvals by the Village, in the future, of the zoning, planned unit development and Final Plans for the Property and Project.

ARTICLE FIVE
DEVELOPMENT OF THE PROPERTY

5.1 Zoning. Subject to Uncontrollable Circumstances, no later than August 31, 2016, the Developer shall have obtained from the Village final approval of a planned unit development, ("Final PUD Approval") for the development of the Property with the Project, with said final planned unit development to be in substantial conformity with **Group Exhibit 2 attached hereto and made a part hereof** identified in Section 5.3 below (the "Concept Plans"), subject to mutually agreed upon changes by the Developer and Village. The Village represents that the Property is currently within the MXT Transit Oriented Zoning District and that the permitted uses in the MXT Transit Oriented zoning district shall be permitted as a matter of right within the Property subject to the provisions of Section 5.4 below. The Developer shall obtain approval of Final Plans for the Project in accordance with the rules, regulations and ordinances of the Village including, but not limited to, the zoning review process, and the approval of all applicable ordinances required relative to the approval of the Final Plans for the Project, and in accordance with this Section, it being understood that the Village, in its capacity as a municipal corporation has sole discretion to approve all plans for development within the Village, and the Village shall not be deemed to have caused a default hereunder or hold any liability for its failure to approve any Final Plans for the Project or provide the Final PUD Approval. Notwithstanding the foregoing, the Village agrees that the Concept Plans attached hereto as **Group Exhibit 2** illustrate and represent the general layout and use for the Property. The Village further agrees that it will not unreasonably withhold its approval of the planned unit development plans provided said planned unit development plans are substantially in compliance with **Group Exhibit 2** identified in Section 5.3 below, subject to revision pursuant to the Village's zoning review process and design review process, and are otherwise in compliance with all applicable Village codes, ordinances and regulations unless said regulations are modified by departures granted as part of the preliminary planned unit development approval process.

5.2 Development. Subject to Uncontrollable Circumstances, within three (3) months after Final PUD Approval, (as defined above), Developer shall apply for all necessary permits from all governmental agencies having jurisdiction over the Project as may be required to commence construction of Phase I (Phase I of the Project is defined below in Section 6.1 A) of the Project.

5.3 Preliminary and Final Plans. The Property shall be developed by Developer in substantial conformity with the Preliminary PUD Ordinance and Plans and Exhibits attached thereto attached hereto and made a part hereof as **Group Exhibit 2**.2016 All parking required for the Project shall be provided by the Developer on the Property in conformance with the Final Plans. It is understood that the Project must be constructed in conformity with all current applicable codes, ordinances and regulations of the Village as may be modified by this Agreement and the Final Plans. After Final PUD Approval, the Developer may request and obtain certain modifications to this Agreement or the Final Plans without a public hearing, except as required by State law, but only with the Corporate Authorities' approval, and which modifications shall be deemed minor modifications. These said minor modifications include: (a) variations to bulk use requirements not exceeding twenty (20%) percent; (b) variations as to the total square footage for each type of use which shall not differ by more than ten (10%) percent; and (c) a change by no more than twenty percent (20%) of the total retail square footage of the Project. Notwithstanding the above, all modifications, not otherwise defined in this Section as minor, and all special use requests, shall require a public hearing in accordance with the Wheeling Village Code.

5.4 Flood Control Facility ("Facility"). The Developer shall design and construct an elliptical storm sewer pipe on the Property in substantial conformance with the improvements as described in the report entitled "Heritage Park Flood Control Facility Storm Sewer Improvements for Future Developments-Drainage Exhibits and Calculations" dated July 20, 2011, as prepared by Haegar Engineering, LLC. Wheeling Storage Facility shall be constructed by the Village at its expense. The Village shall reimburse the Developer its costs for producing plans and specifications for this Facility and for constructing this Facility within thirty (30) days of receipt of an invoice, lien waivers and all other documents evidencing completion in accordance with the contract and as reasonably requested by the Village. Reimbursement shall include a Developer Fee no greater than 5% of the total cost of construction of the Facility. Prior to the commencement of design or construction the Developer shall provide the Village a contract for said design and construction for the Village's consideration and approval. The work shall be done at Prevailing Wage Rates. If the Village does not approve of the cost for the deign and construction, the Village has the option of entering into its own contract to design and construct the Facility in which case the Developer is obligated to work cooperatively with the Village's chosen contractor in coordinating the construction of the Facility along with other underground utility work.

5.5 Prohibited Uses. The uses identified in **Exhibit 3** attached hereto and made a part hereof are referred to herein, individually and collectively, as the "Prohibited Uses". Even though the Prohibited Uses may otherwise be permitted in the MXT Transit Oriented Zoning District under the Village's Zoning Ordinance, the Developer agrees to not lease to, sell or allow any such Prohibited Uses to operate on the Property. Said prohibition of said Prohibited Uses shall be a covenant running with the land and binding on all future owners, tenants and assignees of any kind during the term of this Agreement. However, if any use listed on **Exhibit 3** is not a prohibited use in the MXT Transit Oriented Zoning District under the Wheeling Zoning Ordinance, as amended from time to time, the Village may, in its sole and exclusive discretion, upon request by Developer, allow any Prohibited Use without any further public hearings. Any such decision to allow a Prohibited Use may be made by the Village Board. The approval of a particular use which constitutes one of the Prohibited Uses shall not, however, waive in any way the provisions of this Section 5.4 restricting any other Prohibited Uses in regard to the Project and the Property. No occupancy permit and/or business license shall be issued by the Village relative to any business/use listed on **Exhibit 3** unless the Village has agreed to allow the particular Prohibited Use. If the Developer leases to, sells or allows a Prohibited Use on the Property, the Village, at its option, may seek a refund or suspend a portion of the TIF Reimbursement, as defined below, due the Developer under this Agreement , based upon the following formula:

$$\frac{\text{Square footage of that portion of the Project occupied by the prohibited use}}{\text{Square footage of the Project}} \times \text{Funding due to the Developer under Section 7.2} = \text{Reduction in TIF Reimbursement or Refund of TIF Reimbursement}$$

Prior to reducing the amount of the TIF Reimbursement due to Developer pursuant hereto, if the Prohibited Use is being engaged in by either: (x) a tenant of the Property and such was not permitted by the terms of such Tenant's lease; or (y) a purchaser of such portion of the Property, then the Developer shall have a period of one hundred eighty 180 days from the date of Notice from Village to enforce the terms of its lease or this Agreement in order to cause such tenant/purchaser to cease the Prohibited Use. In the event the Developer is unsuccessful in causing such tenant/purchaser to cease the Prohibited Use, the Village may thereafter exercise its right to withhold payment of the TIF Reimbursement based on the above formula.. Any such refund due the Village shall be paid within thirty (30) days of demand by the Village and shall constitute an obligation due and owing to the Village by the Developer and a lien against the Property until paid. Interest shall be assessed against all said amounts due an owing at a rate of five percent (5%) per annum.

ARTICLE SIX
CONVEYANCE OF PROPERTY

6.1 Conveyance of Property

A. The Village will convey clear and marketable title to the Property in a phased approach to the Developer substantially in accordance with the provisions of the Purchase Agreement in form attached as **Exhibit 4** ("Purchase Agreement"). The initial land conveyance consisting of parcels 1.1 and 1.2 ("Initial Land Conveyance") on Exhibit 5 will be purchased by the Developer upon satisfaction of the "Phase 1 Conditions" hereinafter defined. The Village and Developer agree that the price for each conveyance of a portion of the Property other than the portion of the Property for the Apartment Project ("Apartment Parcel") shall be for the amount of One Dollar ($1.00) in accordance with the terms of the Purchase Agreement. The purchase price for the Apartment Parcel shall be reduced by the amount equal to 50% of the relocation cost of the West Shore Pipe Line ("West Shore") underground oil pipeline (the "Pipeline") pursuant to a three party reimbursement agreement to be entered into between the Village, Developer and the West Shore Pipeline Company ("Reimbursement Agreement") pursuant to paragraph 6.1(D) below. The Reimbursement Agreement shall provide that the total cost of relocation will be split equally between the Village and Developer who shall be severally liable for their proportionate share. The estimated cost to relocate the Pipeline is approximately One Million Four Hundred Eighty Seven Thousand Dollars ($1,487,000.00); however the Developer agrees that the purchase price of the Apartment Parcel initially established at Seven Hundred Fifty Thousand Dollars ($750,000.00) shall be increased by an amount by which 50% of the actual cost to relocate the Pipeline exceeds the amount paid by Developer for the Apartment Parcel at the closing thereof. The Developer shall deposit with the Village by wire transfer the amount of Fifty Thousand and 00/100 Dollars ($50,000) upon execution of the Pipeline Relocation Reimbursement Agreement. The Developer shall further deposit with the Village by wire transfer the amount of Seven Hundred Thousand Dollars ($ 700,000.00) (the "Deposit") at the same time as the Village is required to make payment for construction costs to West Shore prior to physical construction of the Pipeline under the Reimbursement Agreement. This shall take place no later than Final PUD Approval. No construction related to the relocation of the Pipeline shall begin prior to both the Village and Developer having deposited a total of Seven Hundred Fifty Thousand Dollars ($750,000.00) into a segregated account to be held by the Village as provided in the Reimbursement Agreement. The Deposit will be credited against the purchase price for the Apartment Parcel at the closing of the sale of the Apartment Parcel to Developer if the Developer closes on the Apartment Parcel. The Deposit will be used by the Village or West Shore to pay for 50% of the costs of relocating the Pipeline pursuant to the Reimbursement Agreement. The Developer acknowledges the Deposit is non refundable unless the Village defaults under the Redevelopment Agreement or the Reimbursement Agreement as provided in Section 6.1(D) below and fails to cure said default within any applicable cure periods. If it is determined that the actual cost of relocation of the Pipeline exceeds One Million

Five Hundred Thousand Dollars ($1,500,000.00), then the Developer shall pay to the Village at closing of the Apartment Parcel (or as soon thereafter as such excess is determined under the Reimbursement Agreement), as additional purchase price for the Apartment Parcel, an amount equal to 50% of such excess (the "Overage"). If it is determined that the actual cost of relocation of the Pipeline is less than One Million Five Hundred Thousand Dollars ($1,500,000), then the Village shall refund to Developer an amount equal to 50% of any such over payment. The Developer shall be responsible for the Overage regardless of whether the Developer closes on the Apartment Parcel unless such failure is as a result of the default by the Village under the Redevelopment Agreement or the Reimbursement Agreement.

(i) Prior to the conveyance of any parcel or parcels for a particular Phase after the initial land conveyance, the Developer must satisfy the following conditions (the "Standard Conveyance Conditions"): (1) Developer shall deliver a written notice of Developer's desire to acquire a particular Phase (the "Take Down Notice"); (2) prior to closing under the Purchase Contract, Developer shall provide Village with evidence reasonably satisfactory to the Village of the following: (a) the ability to satisfy its construction lender's requirements for funding of any developer equity required to construct the phase of the Project in question in accordance with the Final Plans; (b) a written commitment or other evidence of readily available financing in a form reasonably satisfactory to the Village, to construct the Phase of the Project in question; and (3) if requested, Developer shall provide current financial statements of the Developer. The Property will be subdivided for this purpose into separate tracts of land (each a Phase") as outlined in **Exhibit 5** attached hereto (which shall replace any comparable Exhibit attached to the Redevelopment Agreement. The Property will be conveyed as follows:

(ii) The Initial Land Conveyance of a portion of the Property constituting the Project shall consist of the construction of the infrastructure and internal roadways per the Final Plans, the Apartment Project, the anchor tenant retail building shown on Parcel J in Exhibit 5, the Village Greenway, and Metra parking (the "Phase I Improvements"). In advance of the infrastructure and internal roadway construction the Village will grant the Developer all necessary easements for the construction and maintenance of such infrastructure on Village owned property. The Initial Land Conveyance for Phase I will consist of parcels 1.1 & 1.2 on **Exhibit 5**. The tract shown as Parcel 1.1 and 1.2 in **Exhibit 5** will be conveyed once West Shore relocates the Pipeline pursuant to the Reimbursement Agreement to an area as contemplated in the Concept Plans and reasonably acceptable to the Village, and the Village determines to its satisfaction that the Developer has satisfied the following conditions (the "Phase I Conditions): (a) Developer has satisfied the Standard Conveyance Conditions as to Phase I; (b) Developer has also provided

reasonable evidence that there exists leases for the Retail Projects on Phase I in an amount required by the lender to facilitate the financing of the construction of Phase I in its entirety, which leases shall include a lease of the anchor tenant building on Parcel 1.2 adjacent to the Village Greenway (the "Anchor Tenant Building") (c)the Developer has paid the Deposit to the Village if and when required hereunder; and (d) the Developer has entered into the necessary agreements with the Village and Metra to convey the East Lot to the Developer or, in lieu of transfer of ownership, has entered into a cost sharing agreement in accordance with Article 2 above. Subject to Uncontrollable Circumstances, the Phase I Conditions must be satisfied by Developer such that Parcel 1.1 and 1.2 can be conveyed to Developer no later than one hundred eighty (180) days after the later of (1) Final PUD Approval; (2) the date on which IDOT commences construction of the signalized intersection at the entrance of the Municipal Campus (3) completion of the relocation of the Pipeline pursuant to the Reimbursement Agreement; provided, however, the Village's right to terminate this Agreement pursuant hereto shall expire immediately upon the conveyance of Parcel 1.1 and 1.2 to the Developer. The Anchor Tenant Building shall be a unique dining and entertainment venue that is mutually acceptable to the Developer and the Village; provided, however, it is agreed that a "Flix Brewhouse" movie house or similar user shall satisfy this requirement. Upon request, Village agrees to indicate in writing for the benefit of Developer whether Developer has satisfied the Phase I Conditions and/or whether the user of the Anchor Tenant Building has been approved by the Village. The land constituting Phase I shall be conveyed in escrow and will close simultaneously with the construction loan.

B. At any time concurrent with or after the conveyance of Phase I, Developer may takedown any of the Retail Projects identified as Retail Pads A-J on **Exhibit 5** hereto, subject to the following conditions. In the event Developer wishes to acquire any of the Retail Projects, such will occur provided that the Developer has satisfied the following conditions (the "Retail Take Down Conditions"): (a) Developer has satisfied the Standard Conveyance Conditions for the Retail Project which Developer desires to acquire; and (b) Developer has entered into a multi-year lease to be approved by the Village,(such approval to not be unreasonably withheld) for a use on the Retail Project requested; (c) Developer has provided evidence, to the reasonable satisfaction of the Village which shall include a written commitment or other evidence of readily available financing in a form reasonable satisfactory to the Village and sufficient for the financing for the construction of the Retail Project in question. It is acknowledged that the users in the pad identified as Pad H.1 in the Retail Projects shall include a quality sit-down restaurant to be approved by the Village, (such approval to not be unreasonably withheld). Upon request, Village agrees to indicate in writing for the benefit of Developer whether: (x) Developer has satisfied the Retail Take Down Conditions; and/or whether a particular user of a Retail Project satisfies the

requirement of being a quality sit down restaurant. Subject to Uncontrollable Circumstances, the conveyance of additional Retail Pads will trigger an affirmative obligation of the Developer to construct those buildings and cause them to be 70% leased within eighteen (18) months of conveyance. Failure to meet this eighteen (18) month deadline shall be construed as a Developer Event of Default triggering the Village's right to repurchase the Retail Pad in question pursuant to the terms of Section 6.3.

C. Each Retail Pad of the Property and the Initial Land Conveyance will be acquired by the Developer pursuant to a Purchase Agreement in substantial conformity with **Exhibit 4**, and the Village is providing no environmental representations or warranties to the Developer relative to the Property. The Property shall be conveyed to the Developer at the time required by such Purchase Agreement in an "as is, where-is" condition. Within five (5) business days of receiving a Take Down Notice, Village shall prepare the Purchase Agreement and the Village and Developer shall promptly execute the same subject to any required modifications agreed upon by the Village and Developer. Anything above to the contrary notwithstanding, in the event that the Developer determines prior to Closing, that the cost to remediate any soil or ground water contamination on any portion of the Property ("Cleanup Costs") will make construction of the Project prohibitively expensive, the Developer may elect by delivery of notice of termination to the Village within three (3) months of this Redevelopment Agreement being fully executed to terminate this Agreement. Prohibitively expensive shall be defined as environmental clean-up and/or remediation costs in excess of Three Hundred Thousand and 00/100 Dollars ($300,000) per parcel of land conveyed (exclusive of any asbestos remediation within any building). In such case this Agreement or any applicable Purchase Agreement, at Developer's election, may be terminated by Developer and neither Party shall have any right or obligation hereunder.

D. Once the Developer provides a written commitment or other evidence of readily available financing, in a form reasonably satisfactory to the Village, to construct Phase I of the Project, the Village and Developer agree to enter into a satisfactory three party Reimbursement Agreement with West Shore to relocate the Pipeline to an area as provided in the Concept Plan and otherwise as approved by the Village and Developer, provided that the Developer has received Preliminary PUD approval and has complied with the provisions of Section 6.1(A) above. In the event that the cost of relocation exceeds the initial estimate of One Million Five Hundred Thousand Dollars ($1,500,000), then the Village shall pay fifty percent (50%) of such excess and the purchase Price for the Apartment Parcel shall be increased by fifty percent (50%) of such excess as provided in Section 6.1(A) above. Provided all stated conditions have been met, the relocation of the Pipeline shall be completed by West Shore within one hundred eighty (180) days after the execution of the Reimbursement Agreement by all parties, subject to Uncontrolled Circumstances.

6.2 Closing. The Developer shall declare in writing to the Village, on or before each date set forth in the Purchase Agreement, whether it is prepared to close on a particular Retail Pad of the Property. In addition, on or before each closing date, the Developer shall provide the Village with evidence of its financial condition, including financial statements of Developer for the most recent fiscal year and the organizational documents of the Developer. On or before each closing, the Developer shall provide to the Village reasonable evidence of its satisfaction of the Standard Closing Conditions for the applicable phase of the Project being acquired.

6.3 Village Option to Repurchase Property.

A. Until the recordation of a Certificate of Completion, the Village is hereby granted an option to repurchase the Initial Land Conveyance or each Retail Pad of the Property from the Developer or its assignee, pursuant to the terms and conditions set forth in the Purchase Agreement (with the exception that Developer shall become the Seller and Village shall become the Purchaser thereunder), in the following limited circumstances and subject to the terms set forth below (the following being referred to as "Reverter Events"): (1) if Construction on the parcels that make up the Initial Land Conveyance or on each of the Retail Pads conveyed (as defined below) has not commenced as of the date which is 180 days after title to a parcel vests to the Developer; (2) if the Developer is in default under the Agreement according to Section 15; or (3) if this Agreement is terminated by Developer.

B. Each deed to the parcels that make up the Initial Land Conveyance or the Retail Pads when conveyed to the Developer shall contain an exception for the Village's repurchase rights contained in this Section 6.3 which shall remain in effect until the recording of a Certificate of Completion (at which time said option to repurchase shall be forever null and void). Upon the Village's written demand after the occurrence of a Reverter Event, the Developer shall re-convey title to any parcel that makes up the Initial Land Conveyance or a Retail Pad for which a Certificate of Completion has not been recorded with said conveyance to the Village to be pursuant to the Purchase Agreement. Upon the occurrence of a Reverter Event, and to the extent that there are no liens against the property, the Village will have the right to purchase each Parcel back from the Developer for the amount paid for it ($1). To the extent that the Developer (or any Member) has incurred any mortgage or mezzanine financing to fund the costs of construction and which must be repaid ("Project Financing") and Village desires to exercise its repurchase option for that particular Phase of the Project prior to the recordation of a the Certificate of Completion, the Village will have the right to purchase each such parcel for a price equal to: (a) $1 paid to the Developer plus (b) an amount necessary to repay all Project Financing obligations with respect to such Phase. Upon payment of said sum, all legal and equitable title to the Retail Pad in question shall be conveyed back to Village. Once a Reverter Event has occurred, the Village will have one hundred eighty (180) days to exercise its repurchase right to reacquire any Retail Pad transferred to the Developer for which a Certificate of Completion has not been recorded. If Developer cures Reverter Event prior to the Village exercising its

Repurchase Option, said action to repurchase shall become null and void. The Village's repurchase option will be secured by a covenant that will run with the land until such time as a Certificate of Completion is recorded against the Retail Pad in question (at which time the repurchase right of the Village shall be forever null and void). The repurchase option shall be dealt with on a stage by stage process in accordance with each Retail Pad of the development. Upon recordation of a Certificate of Occupancy, the Village's repurchase option for that particular Phase will terminate.

C. "Construction of any land making up the Initial Conveyance or any Retail Pad" shall be deemed to have commenced upon the pouring of the foundation for fifty percent (50%) of the building(s) in a particular Retail Pad of the Project.

ARTICLE SEVEN
VILLAGE COVENANTS AND AGREEMENTS

7.1 Village Cooperation. The Village agrees to cooperate with Developer in Developer's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity, in addition to the Village, and upon request of Developer, will promptly execute any applications or other documents (upon their approval by the Village) which Developer intends to file with such other governmental or quasi-governmental entities in regard to the Project. The Village shall further promptly respond to, and/or process, and consider reasonable requests of Developer for applicable demolition permits, building permits, driveway permits, curb cuts permits, or other permits necessary for the demolition, construction development and leasing of the Project. In no event shall the cost of all building permits including, but not limited to, inspection review and tap-on fees and all Village service charges (as set forth in Title 1.26 of the Village Code) exceed the sum of three hundred thousand and no/100 dollars ($300,000.00) in the aggregate. Approval of any building permit applications and/or engineering plans shall be contingent on the Developer providing all required and requested documentation including, but not limited to, engineering reports, calculations and plans required to substantiate that said improvements fully conform with all applicable State statutes and all Village ordinances and codes, as well as receipt of all required approvals from any federal, state, regional or county agencies having applicable jurisdiction to the extent said approvals are necessary for the Village to respond. The Developer acknowledges that it must pay the full amount of Impact Fees due and owing pursuant to Section 17.26 of the Village Code.

7.2 TIF Reimbursement.

A. Provided the Developer submits written documentation to the Village to support costs incurred by the Developer relative to the Project, which qualify as "redevelopment project costs" as defined by Section 5/11-74.4-3(q) of the Act, the Village shall reimburse the Developer for certain costs (the "TIF Reimbursement") which are eligible for reimbursement under this Agreement (the "Eligible Redevelopment Costs"). A list of the categories of anticipated Eligible Redevelopment Costs is attached hereto as **Exhibit 7** and made part hereof. The list may be amended during the course

of Construction of the Project. The Village will reimburse the Developer for Eligible Redevelopment Costs in an amount not to exceed Eight Million Six Hundred Thousand and 00/100 Dollars ($8,600,000) (the "Funding Cap").

B. The reimbursement of these Eligible Redevelopment Costs will be made in the form of Taxable Notes issued to the Developer upon the issuance of a Certificate of Completion for Phase I and for the following combinations of Retail Pads, not in any particular order, Retail Pads A and B shall be defined as Phase II; Retail Pads C,D,F and G shall be defined as Phase III and Retail Pads H.1, H.2 and E shall be defined as Phase IV of the Project in accordance with Section 7.4 below in an aggregate initial principal amount equal to the amount of the Eligible Redevelopment Costs which have been incurred by the Developer for a particular Phase up to the Funding Cap. Developer shall advance (or in certain cases, may have already advanced) all funds and all costs necessary to redevelop the Property with the Project in conformance with the Final Plans or as agreed to between the Parties. To establish its right of reimbursement for Eligible Redevelopment Costs, Developer shall submit to a person or department within the Village (as the same is designated by the Village) such documentation as may be reasonably requested by the Village (including but not limited to a Certificate of Expenditure (defined below), lien waivers, cancelled checks, and paid invoices) verifying: (a) the amount and type of Eligible Redevelopment Costs that Developer has incurred in connection with the development of a particular Phase of the Project, so as to permit the Parties to establish the total Eligible Redevelopment Costs related to that Phase of the Project; and (b) the Eligible Redevelopment Costs that Developer has incurred for which Developer is requesting reimbursement, for approval of the Village. The appropriate Village employee or department shall have ten (10) business days after receipt of such information from Developer to recommend approval or disapproval in writing of such request for reimbursement to the Corporate Authorities and, if a request is disapproved, to provide Developer in writing and in detail with an explanation as to why such Village employee or department will not or can not recommend such reimbursement. If not so disapproved and a Certificate of Completion has been issued by the Village, the Corporate Authorities shall issue the Note related to the Phase in the amount of the Eligible Redevelopment Costs for which the Developer is seeking reimbursement (subject to the Funding Cap).

7.3 Payment of TIF Reimbursement. The following terms and conditions shall apply to the payment of the TIF Reimbursement of Developer's Eligible Redevelopment Costs and the repayment of the Notes:

A. Revenue Sources. In relation to the TIF Reimbursement to Developer of the Eligible Redevelopment Costs, the Village shall pledge only the Net Incremental Property Taxes from following sources of revenue, and no other revenue sources, for the payment of the Notes as set forth below:

(i) One Hundred Percent (100%) of the Net Incremental Property Taxes generated from the Retail Projects ;

(ii) Fifty Eight Percent (58%) of the Net Incremental Property Taxes from the Apartment Project; provided, however, if pursuant to the TIF Act, the actual amount required to be set aside for the school district is less than 40% of the Incremental Property Taxes generated by the Apartment Project by virtue of the calculation provided in the TIF Act based on the actual increase in attendance within the school districts resulting from the occupants of the Apartment Project, then the amount of Incremental Property Taxes from the Apartment Project shall only be reduced by the lesser amount required by the TIF Act and not maximum 40% as provided for herein. Additionally, , if pursuant to the TIF Act, the actual amount required to be set aside for the library district is less than 2% of the Incremental Property Taxes generated by the Apartment Project by virtue of the calculation provided in the TIF Act based on the actual increase in patrons of the library district resulting from the occupants of the Apartment Project, then the amount of Incremental Property Taxes from the Apartment Project shall only be reduced by the lesser amount required by the TIF Act and not maximum 2% as provided for herein.

B. Taxable Notes . The Village will issue at least one and up to a maximum of four, taxable notes (one note for Phase I and up to 3 retail notes) substantially in the form attached hereto as **Exhibit 6** and made a part hereof (the "Notes") to Developer upon the issuance of a Certificate of Completion (the "Issuance Date") of each Phase. Subject to the Funding Cap, each Note shall be in an aggregate initial principal amount equal to the amount of the Eligible Redevelopment Costs which have been incurred by the Developer for that particular Phase as evidenced by a certificate provided by the Developer and approved by the Village substantiating the Eligible Redevelopment Costs for such Phase ("Certificate of Expenditure"). After the issuance of all of the Notes, if the principal balance of the Notes is less than $8,600,000, then the principal balance of the final Note will be increased (by the issuance of an amended and restated Note) when the Village approves additional Certificate(s) of Expenditure, up to a maximum of $8,600,000 for all Notes in the aggregate. Eligible Redevelopment Costs will be certified by the Developer to, and approved by, the Village on the Issuance Date and quarterly thereafter. Interest on the Notes will accrue upon issuance of the Certificate of Completion in accordance with Section 7.4 below at a rate equal to the BBB 20-Year Corporate Bond Index as published by Bloomberg plus 150 basis points (the "Note Interest Rate"), and will bear simple interest. The Notes shall be payable solely from the Revenue Sources in Section 7.3 (A) above. The Notes will begin to accrue interest and payments being made upon the issuance of the Certificate of Completion (as defined below) for the Phase to which they relate.. The Notes will have a first lien on the Net Incremental Property Taxes after the required Library and School statutory payments have been deducted. Any portion of Net Incremental Property Taxes paid to Developer shall be first applied to interest accruing under the Notes and the balance (if any) to the principal amount due there under.

Annual payments on the Notes shall be made on or before December 31st of each year in which Net Incremental Property Taxes are received.

C. Assignment of Notes. The Notes may be (i) assigned or pledged as collateral by Developer to any lender under any project financing, or, (ii) following the issuance of the Certificate of Completion sold or assigned by Developer to a Qualified Investor. Notwithstanding the foregoing, the Developer may transfer the Notes at any time to (i) any entity controlling, controlled by or under common control with Developer or (ii) any entity in which the majority equity interest is owned by the parties that have a majority equity interest in Developer.

D. For each Phase, in lieu of issuing a Taxable Note, the Village shall have the option of paying the Developer directly for all or a portion of the Eligible Redevelopment Costs that have been approved by the Village up to a maximum of Eight Million Six Hundred Thousand and 00/100 Dollars ($8,600,000), with said initial payment to be made within thirty (30) days of the issuance of the Certificate of Completion for each phase, and each subsequent payment within thirty (30) days of each quarterly (three (3) month) anniversary of the issuance of the Certificate of Completion, up to a maximum of Eight Million Six Hundred Thousand and 00/100 Dollar ($8,600,000) plus accrued interest. In the event the Village exercises its option hereunder, the par value of the original Taxable Notes will be reduced by the amount of the payments that are directly made to the Developer and, upon full payment of the Taxable Notes plus accrued interest, the Taxable Notes shall be fully retired.

7.4 Certificate of Completion Requirements.

The Village shall execute and record in the County records a "Certificate of Completion" for each particular Phase of the Project when the following conditions have been met by the Developer:

A. Completion of construction for all structures and all public infrastructure improvements required for that Phase of the Project;

B. Issuance of Certificates of Occupancy for all buildings in that Phase of the Project by the Village, not to be unreasonably withheld; and

C. A written determination by the Village that the Developer is in substantial compliance with all Village Requirements for that Phase of the Project; and

D. The retail portion of the Phase at issue is at least 65% leased; and

E. The apartment building is at least 50% leased so long as all of the units have been issued a Certificate of Occupancy.

The Certificate of Completion shall not be unreasonably withheld, conditioned or delayed by the Village. Subject to Uncontrollable Circumstances, in the event that the Certificate of Completion is not issued by the Village for Phase I of the Project within forty two (42) months of the date on which title to the Phase I Property vests in the

Developer, all Taxable Notes issued by the Village shall become null and void and the Village, at its option, to be exercised within thirty (30) days thereafter, may state its desire to acquire title to all or any portion of the Property conveyed to the Developer in accordance with 6.3 above.

If the option is exercised, the Village shall pay the Developer in accordance with Section 6.3 above. In the event the Village indicates its desire to purchase the Property, the closing in relation thereto shall take place within sixty (60) days thereafter, and this Agreement shall become null and void at the closing of such repurchase.

In connection with said option, Developer shall convey title to the Property to the Village (or its designee) pursuant to the terms of the Real Estate Contract attached as **Exhibit 4**, which shall mean clear and marketable title, free of all monetary liens.

The Village shall have a right to place a lien of record against the Property to enforce said option, in form and substance reasonably acceptable to Developer and its lender. Said lien shall be subordinate to the liens of any lender(s) against the Property and the Village shall execute a subordination agreement or agreements as required by any such lender(s) to confirm said subordination.

7.5 **Compensatory Storage**. The Village hereby agrees to provide, at a cost to the Developer of Three Hundred Thousand and 00/100 Dollard ($300,000), one (1) acre foot of offsite compensatory storage, in Heritage Lake, as depicted in Exhibit 10, attached hereto. The Developer shall include the final calculation of offsite compensatory storage on the record drawings following completion of the Project. The payment required herein shall be made by the Developer prior to the issuance of the initial building construction permit for construction on the land comprising the Initial Land Conveyance.

ARTICLE EIGHT
DEVELOPER'S COVENANTS AND AGREEMENTS

8.1 Developer's Redevelopment Obligations. Developer shall have the obligations set forth in this Article Eight in addition to those obligations set forth elsewhere in this Agreement, for the development, construction, financing, completion and furtherance of the Project.

8.2 Developer's Commitments.

A. The Developer will construct the Project in conformance with the Final PUD Approval.

B. Developer shall grant, dedicate or convey all Dedicated Improvements, when and as requested by the Village, provided such are completed by

Developer. The Village shall coordinate said conveyances of the Dedicated Improvements with all applicable utility companies and other applicable governmental bodies and/or agencies.

C. Developer shall enter into an agreement with the Village that will provide assurances as may be required in the extended Commuter Station Development Agreement, such as a covenant documenting the obligations to maintain commuter parking on the Property for the duration of the agreement.

D. Developer shall install all water mains, sanitary sewer mains and storm sewers necessary to serve the Property and Project in accordance with Final Plans.

E. Developer shall provide Village with a surety bond in a form and substance satisfactory to the Village in an amount equal to one hundred ten percent (110%) of the Village Engineer's estimate of the cost of the Dedicated Improvements to secure the construction thereof. Village agrees to accept the same surety bond required by the first mortgage lender on the property provided that the first mortgage lender's requirements are the same or greater than that of the Village and provided that the first mortgage lender provides that the Village is a beneficiary of said surety bond.

F. Developer shall convey title to all Dedicated Improvements required by the Final PUD Approval by an appropriate instrument of conveyance.

G. Developer shall park and stage all construction equipment, materials and vehicles to be used in relation to the construction of the Project at such site(s) as may be agreed to between the Village and the Developer from time to time.

8.3 Surety Bonds/Completion Instruments The Village shall be named as a beneficiary on all performance, labor, and material bonds, or any other instruments insuring the completion of the Project (if any) which are issued by a third party (excluding any personal guarantees issued to any lenders by any person or entity associated with the Developer (collectively, the "Construction Sureties"), to the extent such Construction Sureties are required by the Developer's lender(s) relative to the Project. Duplicate originals of said Construction Sureties, naming the Village as a beneficiary, shall be provided to the Village by the Developer within thirty (30) days of the issuance thereof.

8.4 Compliance with Applicable Laws. Developer shall at all times acquire, install, construct, operate and maintain the Project in conformance with all applicable laws, rules, ordinances and regulations. All work with respect to the Project shall conform to all applicable federal, state and local laws, regulations and ordinances as

may be modified by this Agreement and by the Final PUD Approval, including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter), life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village, or any of its rules or regulations or amendments thereto which are in effect from time to time during the construction and maintenance of the Project and/or during the term of this Agreement.

8.5 Progress Meetings. Developer shall meet with the Corporate Authorities and Village staff, up to four (4) times a year on a quarterly basis after the Effective Date, at the request of the Village, to make presentations to the Corporate Authorities and Village in order to keep the Village apprised of the status of the Project.

8.6 Fees and Expenses. Subject to Section 7.1 above relating to permits, Developer shall pay to the Village all customary fees and expenses as provided from time to time in the Village's codes and ordinances, including, but not limited to, inspection review and tap-on fees, for the Project, in effect at the date when due and payable or on the date when actually paid, whichever occurs later.

8.7 Developer's Cooperation and Coordination. During the construction of the Project, the Developer shall provide such notices and attend such community and neighborhood meetings as may be reasonably necessary or desirable, as determined by either the Village or the Developer and to keep all the residents reasonably informed of progress on the Project. The Developer shall also use reasonable efforts to stage its construction of the Project to minimize to any reasonable extent any material disruption to adjacent property owners. The Developer agrees to coordinate all construction at the Project with any special events planned by the Village, particularly including, but not limited to, events occurring at or along Dundee Road; provided, however, any delay caused thereby shall be deemed an Uncontrollable Circumstance. In the event of any such special events, such coordination with the Village shall include a specific traffic plan approved by the Village for both vehicles and pedestrians during the special event.

ARTICLE NINE
ADDITIONAL COVENANTS OF DEVELOPER

9.1 Developer Existence. Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as Developer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.

9.2 Subordination. The Village shall not be required to subordinate its rights hereunder to any Project Financing and such Project Financing shall (subject to Section 15.7 below) shall be subject to the covenants in favor of the Village that run with the land as a result of the recording of this Agreement.

9.3 Construction of Project. The Developer shall diligently pursue obtaining all required permits and Developer shall cause construction of the Project on the Property to be prosecuted and completed pursuant to the schedule attached hereto as **Exhibit 8** the terms hereof with due diligence, in good faith and without delay, subject to Uncontrollable Circumstances and the other provisions of this Agreement.

9.4 Further Assistance and Corrective Instruments. The Village and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any further instruments or documents as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Village's and the Developer's sound legal discretion.

9.5 No Gifts. Developer covenants that no officer, member, manager, stockholder, employee or agent of Developer, or any other Person connected with Developer, has made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the Village, or any other Person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.

9.6 Disclosure. Concurrently with execution of this Agreement, Developer shall disclose to the Village the names, addresses and ownership interests of all persons that: (a) have active day to day control over the Developer; or (b) which own (directly or indirectly) more than ten percent (10%) of the equity interests in Developer, together with such supporting documentation that may be reasonably requested by the Village. Upon request from the Village, Developer further agrees to notify the Village throughout the term of this Agreement of the names, addresses and ownership interests of any new person or Member that meets the aforementioned qualifications.

9.7 Prevailing Wage. Developer shall comply with the Prevailing Wage Act but only in connection with the construction of any Dedicated Improvements.

ARTICLE TEN
ADHERENCE TO VILLAGE CODES AND ORDINANCES

All development and construction of the Project shall comply in all respects with the provisions in the Building, Plumbing, Mechanical, Electrical, Storm Water Management, Fire Prevention, Property Maintenance, Zoning and Subdivision Codes of the Village and all other germane codes and ordinances of the Village in effect from time to time during the course of construction of the Project (except to the extent the Village grants any modification thereto or relief therefrom, including variances, waivers or special use permits, in accordance with applicable law).

ARTICLE ELEVEN
REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer represents, warrants and agrees, as the basis for the undertakings on its part herein contained, as of the date hereof and until completion of the construction of the Project as follows:

11.1 Organization and Authorization. Developer is limited liability company organized and existing under the laws of the State of Delaware and is duly authorized to transact business in the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. Developer is solvent, able to pay its debts as they mature and financially able to perform the terms of this Agreement. To Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of Developer to proceed with the construction and development of the Project.

11.2 Non-Conflict or Breach. Neither the execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated hereby by Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Developer (with Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which Developer or any of its partners or venturers is now a party or by which Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Developer, any related party or any of its venturers under the terms of any instrument or agreement to which Developer, any related party or any of its partners or venturers is now a party or by which Developer, any related party or any of its venturers is bound.

11.3 Limit on Developer Action.

A. Until a Certificate of Completion is issued by the Village for any Phases of the Project, the Developer may not, without the Village's reasonable consent: (i) merge, liquidate or consolidate, (ii) sell, lease or transfer the property in said Phase or all or substantially all of its property (other than leases for space within a particular Phase for a use permitted under applicable law, sale of outlots or retail pads, if applicable, and similar transactions contemplated herein). (iii) enter into any transaction outside the ordinary course of business, (iv) assume or guarantee the obligations of any other person or entity or (v) enter into a transaction that would cause a material and detrimental change to the Developer's condition and its ability to perform its obligations under this Agreement.

11.4 Financial Resources. Developer has or will obtain sufficient financial and economic resources to implement and complete Developer's obligations contained in this Agreement.

11.5 Notice of Violations. The Developer represents and warrants that it has not received any notice from any local, state or federal official that the activities of the Developer with respect to the Property and/or the Project may or will be in violation of any environmental law or regulation. The Developer is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal environmental law, regulation or review procedure, and the Developer is not aware of any violation of any local, state or federal law, regulation or review procedure which would give any person a valid claim under any state or federal environmental statute.

ARTICLE TWELVE
REPRESENTATIONS AND WARRANTIES OF THE VILLAGE

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

12.1 Organization and Authority. The Village is an Illinois home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois, and has all requisite corporate power and authority to enter into this Agreement.

12.2 Authorization. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement (i) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

12.3 Connections. The Village warrants that to the best of its knowledge there is and will be sufficient capacity to serve the Project with all water lines, sanitary and storm sewer lines and Village utility lines existing or constructed near the perimeter of the Property, and that the Developer may connect the Project into such lines. The Developer shall grant or cause to be granted utility easements in favor of the Village as may be necessary or appropriate to accommodate the utilities shown on the Final Plans.

12.4 Recapture. The Village represents that there are no recapture obligations or agreements recorded against or affecting the Property nor are any such agreements or obligations under consideration at present.

12.5 Notice of Violations. The Village represents and warrants that it has not received any notice from any local, state or federal official that the activities of the Village with respect to the Property and/or the Project may or will be in violation of any law or regulation. The Village is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal law, regulation or review procedure, and the Village is not aware of any violation of any local, state or federal law, regulation or review procedure which would give any person a valid claim under any state or federal statute. The Village makes no representations or warranties regarding the environmental condition of the Property.

12.6 Payment Obligations. The Village represents and warrants that its payment, repayment and/or reimbursement obligations under this Agreement shall not be impaired or delayed.

ARTICLE THIRTEEN
INSURANCE

13.1 The Developer, and any successor in interest to the Developer, shall obtain and continuously maintain insurance on the Project and, from time to time at the request of the Village, furnish proof to the Village that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain, provided that the Developer shall obtain the insurance described in clause (i) below prior to the commencement of construction of any portion of the Project which said insurance may be subject to approval by the Developer's lender(s) (excluding excavation and footings):

A. Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

B. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the Village and its officers, agents and employees as additional insureds, with limits against bodily injury and property damage of not less than $2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.

C. Workers compensation insurance, with statutory coverage.

13.2 All insurance required in this Article shall be obtained and continuously maintained in responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Article, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured and the Village at least thirty (30) days before the cancellation or modification becomes effective (or not less than ten (10) days in the case of non-payment of premium). Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Article. In lieu of separate policies, the Developer or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

ARTICLE FOURTEEN
INDEMNIFICATION, HOLD HARMLESS AND RELEASE PROVISIONS

14.1 The Developer releases from and agrees that the Village, its governing body members, officers, agents, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Article, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or the Property or arising under this Agreement or actions in furtherance thereof to the extent not attributable to the gross negligence or willful misconduct of the Indemnified Parties.

14.2 Except for gross negligence or willful misconduct of the Indemnified Parties, the Developer agrees to indemnify the Indemnified Parties, now and forever, and further agree to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or of other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to: (a) the representations, covenants or warranties made or obligations undertaken by the Village in this Agreement; or (b) any breach of this Agreement by the Village.

14.3 Except as otherwise set forth in this Agreement, the Village makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence in the vicinity of the Property, or anywhere within the Town Center II TIF District, of any toxic or hazardous substances of wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum

products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located in the vicinity of the Property or within the Town Center II TIF District, as well as any activity claimed to have been undertaken in the vicinity of the Property that would cause or contribute to causing (a) the Agreement to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Development Agreement within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §691 *et seq.*, or any similar state law or local ordinance, (b) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property within the meaning of, or otherwise bring any Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (c) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*, or any similar state law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Project or anywhere within the Town Center II TIF District of any substances or conditions in or on the Property that may support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in the Property, or whether any above or underground tanks have been located under, in or about the Property and have subsequently been removed or filled.

ARTICLE FIFTEEN
EVENTS OF DEFAULT AND REMEDIES

15.1 Developer Events of Default. The following shall be "Events of Default" with respect to this Agreement:

A. If any material representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default within thirty (30) days after written notice from the Village.

B. Default by Developer for a period of thirty (30) days after written notice thereof in the performance or breach of any material covenant contained in this Agreement, including failure to construct Project in accordance with the schedule set forth in Section 9.3 above or concerning the existence, structure or financial condition of Developer and/or the Project and Property; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Developer, within said sixty (60) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within thirty (30) days after such notice.

1. In the event the Anchor Tenant is not open for business within 24 months of the Initial Land Conveyance, the Village has the option of reducing the TIF Reimbursement by the percentage of retail space occupied by the Anchor Tenant.

D. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of the Property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.

E. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within sixty (60) consecutive days.

F. Developer abandons the Project on the Property. Abandonment shall be deemed to have occurred when all work stops on the Property for more than thirty (30) consecutive days for any reason other than: (i) Uncontrollable Circumstances or (ii) if Developer is ahead of its planned construction schedule.

15.2 Village Events of Default. The following shall be Events of Default with respect to this Agreement:

A. If any representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Village does not remedy the default within thirty (30) days after written notice from Developer.

B. Default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default or breach shall constitute an Event of Default only if the Village does not, within thirty (30) days after written notice from Developer, initiate and diligently pursue appropriate measures to remedy the default, or if the Village fails to cure such default within thirty (30) days of written notice of such default.

C. Default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure within thirty (30) days after written notice from Developer and in any event cures such default within thirty (30) days after such notice, subject to Uncontrollable Circumstances.

D. Failure to deliver or pay funds to meet the Village's obligations under this Agreement or any of the Notes, within thirty (30) days after written notice from Developer of such failure.

15.3 Remedies for Default. In the case of an Event of Default hereunder:

A. The defaulting Party shall, upon written notice (in accordance with the applicable provisions of this Agreement) from the non-defaulting party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured within thirty (30) days, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within a reasonable time, but in no event more than sixty (60) additional days after receipt of such notice, unless extended by mutual agreement, the non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to: proceedings to compel specific performance of the defaulting Party's obligations under this Agreement. The non-defaulting Party shall be entitled to reasonable attorney fees in the event a court

action is filed by the non-defaulting Party and the non-defaulting Party is the prevailing Party.

B. In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall continue as though no such proceedings had been taken. However, in such event neither Party shall be entitled to reasonable attorneys' fees.

C. In the case of an Event of Default by Developer or Village and its failure to cure such default after due notice, the non-defaulting party may seek any action at law or equity as its remedy. If the Developer defaults before Certificates of Completion are issued relative to all phases of the Project and fails to timely cure said default, at the option of the Village, all Taxable Notes issued hereunder shall become null and void and the Agreement shall terminate thus terminating any obligation of the Village to pay the TIF Reimbursement under Section 7.2.

D. In the case of an Event of Default by Village which causes a delay in the performance of Developer's obligations or the completion of the Project in accordance with the schedule attached hereto as **Exhibit 8**, and made a part hereof, then such schedule shall be extended on a day for day basis for each day that such Event of Default on the part of the Village exists.

15.4 Reimbursement of Village for Legal and Other Fees and Expenses.

A. Within sixty (60) days upon written demand by the Village made by and through its Village Manager, Developer from time to time shall promptly reimburse the Village for all of the reasonable expenses and costs incurred by the Village in the administration and negotiation of the Agreement, including and not limited to reasonable attorneys' fees, engineering and financial consultants, and also all out-of-pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of this Agreement, surety bonds, and escrow agreements to be entered into as security for the completion of land improvements. In no event shall said collective expenses/fees exceed Seventy-Five Thousand and 00/100 Dollars ($75,000). Such costs and expenses incurred by Village in the administration or negotiation of the Agreement shall be evidenced to the Developer upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Developer at its option from additional documents relevant to determining

such costs and expenses designated from time to time by the Developer. The Village will submit the initial invoices for expenses and fees under this paragraph no later than the date of closing on the first Phase of the Property. The Developer will pay the initial reimbursement under this section to the Village at closing on the Property. Subsequent invoices will be submitted to the Developer on a quarterly basis. The Developer has reimbursed the Village the initial $75,000.00.

Notwithstanding the immediately preceding paragraph, Developer shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

B. To the extent not otherwise contrary to Section 15.1 of this Agreement in the event that any third party or parties institute any legal proceedings against the Village due to the actions of the Developer, which relate to the terms of this Agreement, then, in that event, the Developer, on written notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

(i) Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the reasonable approval of the Village.

(ii) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and the Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village from time to time on written demand from the Village Manager of the Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

15.5 No Waiver by Delay or Otherwise. Unless barred by the applicable statute of limitations, any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party

of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

15.6 Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.

15.7 Mortgagee Protections.

A. Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any Phase thereof is referred to herein as a "Mortgage." The holder of any Mortgage against the Property or any Phase thereof is referred to therein as a "Mortgagee".

B. In the event that a Mortgagee or any other party shall succeed to the Developer's interest in any Phase pursuant to the exercise of remedies under a Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 17.14 hereof, the Village agrees to agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement as to such Phase so long as such Mortgagee or other party accepts all of the obligations and liabilities of "the Developer" hereunder with respect to such Phase. However, if such Mortgagee or other party does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the Property.

C. To the extent requested in writing by Developer, Village agrees to give each lender under any Project Financing copies of any notice of an Event of Default (or any fact or circumstance which with the passage of time could become an Event of Default) given by the Village to Developer provided that Developer gives the Village the address to where notices shall be sent to such lender.

D. In the event that Village provides any notice to Developer of any fact or circumstance which constitutes and Event of Default (or with the passage of time would constitute an Event of Default), then to the extent such is subject to cure hereunder, Village agrees to accept the actions of any Mortgagee which remedies such fact or circumstance as a cure provided such is accomplished within the same time period afforded to Developer hereunder.

ARTICLE SIXTEEN
EQUAL EMPLOYMENT OPPORTUNITY

16.1 No Discrimination. Developer will comply with all federal, state and local laws relating to equal employment opportunity.

16.2 Advertisements. Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

16.3 Contractors. Any contracts made by Developer with any general contractor, agent, employee, independent contractor or any other Person in connection with the Project shall contain language similar to that recited in Sections 16.1 and 16.2 above.

ARTICLE SEVENTEEN
MISCELLANEOUS PROVISIONS

17.1 TIF Provisions. A delineation of the Eligible Redevelopment Costs for the Project is set forth on **Exhibit 7** attached hereto and hereby made a part hereof, and the Village shall not reimburse the Developer for any costs not listed on said Exhibit 7 unless the project incurs additional costs due to unforeseen environmental and geotechnical issues affecting the project's public improvements. In which case the Village shall reimburse Developer for such Eligible Redevelopment costs.

17.2 Cancellation. If prior to the conveyance of Phase I to the Developer, the Developer or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Amended TIF Plan, including Developer's duty to build the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the covenants and agreements or rights and privileges of Developer or the Village, then and in any such event, the Party so materially and adversely affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other upon the earlier to occur of: (a) the conveyance of Phase I to the Developer; or (b) the ninetieth (90^{th}) day after such final decision or amendment. If the Village terminates this Agreement pursuant to this Section 17.2, to the extent it is then appropriate, the Village, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided.

17.3 Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b)

electronic communications, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village:	Village President Village of Wheeling 2 Community Blvd. Wheeling, Illinois 60090 Fax: (847) 459-9692
With a copy to:	Village Manager Village of Wheeling 2 Community Blvd. Wheeling, Illinois 60090 Fax: (847) 459-9692
And:	Klein, Thorpe and Jenkins, Ltd. 20 North Wacker Drive, Suite 1660 Chicago, Illinois 60606-2903 Attention: James V. Ferolo Fax: (312) 606-7077
If to Developer:	Mr. Brad Friedman WTC , LLC 20 N. Wacker Drive, Suite 4120 Chicago, IL 60606 BFriedman@UrbanR2.com Mr. Josh Goldstein The Lynmark Group Four Executive Boulevard - Suite 200 Suffern, NY 10901
With a copy to:	Lucille Falcone The Lynmark Group Four Executive Boulevard - Suite 200 Suffern, NY 10901

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail. Notices may be sent by

legal counsel for a party hereunder and (when so sent by an attorney) shall be deemed notice from the party so represented.

17.4 Time of the Essence/Time for Performance. Time is of the essence of this Agreement. Notwithstanding the foregoing, for each day that the Village or Developer is delayed in its performance of any obligation under this Agreement by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day.

17.5 Integration. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

17.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

17.7 Recordation of Agreement. The Parties agree to record this Agreement, with the Cook County Recorder's Office, upon its execution, with Developer paying the costs associated with such recording.

17.8 Severability. If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

17.9 Choice of Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any court proceedings between the parties hereto shall be brought in Cook County, Illinois.

17.10 Entire Agreement and Amendments. This Agreement (together with the exhibits attached hereto) is the entire agreement between the Village and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and Developer, and may not be modified or amended except by a written instrument executed by the Parties hereto.

17.11 Third Parties. Except as provided in Section 15.7, nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Village and Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Developer. Except as provided in Section 15.7, this Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

17.12 Waiver. Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

17.13 Cooperation and Further Assurances. The Village and Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, developing, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

17.14 Successors in Interest. Notwithstanding Section 17.20 of this Agreement, at any time, the Developer may assign its rights or obligations under this Agreement with respect to all or any part of the Property (i) in connection with obtaining financing for the Project or any portion thereof, such as a collateral assignment or pledge of interest or (ii) to any entity in which the Developer or a majority of its members owns a controlling interest; or "(iii) any entity in which Developer or a majority of its members owns a controlling interest may be the grantee in any conveyance deed in connection with the financing of the Project or any portion thereof.

17.15 No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such Parties.

17.16 No Personal Liability.

A. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Village Manager, any elected official, officer, partner, member, shareholder, manager, director, agent, employee or attorney of the Village, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the Village shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

B. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, manager, partner, agent, employee or attorney of the Developer, in his or her individual capacity, and no member, manager, partner, agent, employee or attorney of the Developer shall be liable personally under

this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

17.17 Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

17.18 Term. This Agreement shall remain in full force and effect until the Town Center II TIF District expires, at which time the Village, upon request agrees to record a release of this Agreement.

17.19 Estoppel Certificates. Each of the Parties hereto agrees to provide the other (or any prospective purchaser, tenant Mortgagee or lender in connection with Project Financing), upon not less than ten (10) business days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which such Parties shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other factual matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.

17.20 Assignment. Unless set forth herein to the contrary, prior to Certificates of Completion being issued and recorded for the entire Project, this Agreement and the rights and obligations hereunder, may not be assigned by Developer without the prior written consent of the Village in its sole discretion, Notwithstanding the foregoing, after the recordation of a Certificate of Completion as to any Phase, Developer may sell such Phase (and any Notes then issued) without the consent of the Village

ARTICLE EIGHTEEN
EFFECTIVENESS

The Effective Date for this Agreement shall be the day on which this Agreement is approved and executed by the Village, with said date being inserted on page 1 hereof.

[signatures follow on the next page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

Village of Wheeling,
an Illinois municipal corporation

ATTEST:

By: _____
Village Clerk

By: _____
Village President

VILLAGE OF WHEELING, COOK AND LAKE COUNTIES ILLINOIS
CORPORATE SEAL

DEVELOPER:

WTC LLC, a Delaware limited liability company

By: _____
Name: Brad Friedman
Its: Funding Member

ACKNOWLEDGMENTS

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Dean Argiris personally known to me to be the Village President of the Village of Wheeling, and Elaine Simpson, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 26th day of May, 2016.

Notary Public

STATE OF ILLINOIS :

§

COUNTY OF COOK :

On this, the 10 day of May, 2016, before me, the subscriber, a Notary Public in and for said County, personally appeared, Brad Friedman, who acknowledged himself to be the Founding Member of WTC, LLC, an Illinois limited liability company, and that he as such Founding Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Founding Member.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

OFFICIAL SEAL
LISA LEONTEOS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 25, 2018

EXHIBIT 1

LEGAL DESCRIPTION FOR THE PROPERTY
To be agreed upon by the Village and Developer

GROUP EXHIBIT 2

PUD ORDINANCE AND PLANS

To be attached

EXHIBIT 3

LIST OF PROHIBITED USES

Amusement Arcades, except nationally or regionally recognized gaming facilities such as Dave and Busters, Putting Edge, Sluggers, Gameworks, LaserQuest, Monkey Island

Automobile/Motor Vehicle Part Stores, Including, But Not Limited To, Tire and Battery Stores

Automobile/Motor Vehicle Repair Shops

Bed and/or Mattress Stores, With The Exception Of Back To Bed, Bedding Experts, Mattress Giant And Similar National and/or Regional Bed and/or Mattress Stores

Beauty Supply Stores with the exception of Sally Beauty, ULTA and similar National and/or Regional Beauty Supply Stores such as Bath and Body Works.

Consignment Shops

Currency Exchanges

Discount Or Off-Price Retailers Of Any Kind - Primarily Selling Merchandise That Consists Of "Irregular", "Factory-Second" Or Other Imperfect Goods So That By Way Of Example Only, the Following Establishments Shall Not Be Deemed "Discount Or Off-Price Retailers Of Any Kind" Or Otherwise Subject To This Exhibit C: Kohls, Target, Kmart, Walmart, T.J. Max, Pier One, Service Merchandise, Linens And Things, Bed, Bath & Beyond, Office Depot, Office Max, Sports Authority, Petco, Pet Supplies Plus, Petsmart, Tuesday Morning, Nordstrom Rack, Saks Off Fifth, AJ Wright, Marshall's, Anna's Linens And Other Similar Variety And Specialty Merchants, it Being Understood That The Merchants Named Above Are Not Part Of An Exhaustive List But Rather Are Named Only As An Illustration Of The Types And Categories Of Permissible Establishments Contemplated Herein.

Dry Cleaners with On-Site Equipment

Fabric Stores with the exception of Michaels, Hobby Lobby and similar National or Regional stores.

Fast Food Restaurants (Such As McDonalds, Burger King, Wendy's KFC and Taco Bell). Fast Casual Restaurants Such As Panera, Cosi, Au Bon Pain, Potbelly's and Other Similar Establishments Shall Be Allowed

Gas stations

Health clubs or fitness centers in excess of 10,000 square feet

Hosiery stores

Laundromats

Market research companies

Medical/Dental/Lawyer Or Other Professional Services Offices Will Not Be Permitted On The Ground Floor Of Retail Projects, But Are Permitted On Second Floor

News Stands

Party Goods Stores With The Exception Of Party City, Factory Card & Party Outlet and Similar National and/or Regional Party Goods Stores.

Pay Day Loan Stores

Pawn Shops

Pet stores with the exception of nationally or regionally recognized stores such as Bentley's, Noah's Ark, Ruff House, Urban Mutt and Sirius Cooks.,

Sign Shops

Shoe Repair Stores

Surplus Merchandise Stores With The Exception Of Tuesday Morning, Nordstrom Rack, Saks Off Fifth, AJ Wright, Marshalls, Anna's Linens And Similar National and/or Regional Surplus Merchandise Stores

Swimming Pool Sales And Supply Stores

Tattoo/Body Piercing Establishments

Taverns, except nationally or regionally recognized restaurants with bars such as Trax, Firkin, Lantern, Mickey Finn's, Happ Inn, Hackney's, Bluegrass, Landmark, Tap House Grill, Champs, Bar Loui, Yard House and Fireside. A tavern for purposes of this section shall be defined as an establishment that serves liquor but does not serve food from a menu for lunch and dinner.

Tax Exempt Organizations

Telemarketing Services

Thrift Stores

Travel Agencies

Video Rental Stores

Vehicle/Equipment Rental Stores

Wholesale Clubs (I.E., Establishments That Primarily Sell Products In Large Quantities For Resale To Other Retailers And Merchants, Or Industrial, Institutional, and/or Commercial Users), Establishments That Sell A Variety Of Goods To The General Public (Including Establishments That Sell Memberships), Such As Sam's Club, Bj's Wholesale Club, Costco, And Other Comparable Merchants Shall Not Be Deemed "Wholesale Clubs" For Purposes Of This Exhibit.

It is the intent that the above-listed categories of prohibited uses are to be liberally construed such that a use which arguably falls into one of the categories is prohibited. Nothing shall prevent the Village, in its sole and exclusive discretion, from allowing a prohibited use to exist as part of the development, pursuant to a written approval by the Village.

In addition to the above uses which are specifically prohibited, no more than fifteen percent (15%) of the total square footage of the building which make up the ground floor of the entire Project may be occupied by non-sales tax producing uses.

EXHIBIT 4

REAL ESTATE CONTRACT

To be attached

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (the "Agreement") is made this ___ day of _____, _____, by and between Village of Wheeling, an Illinois public community (the "Seller") and _____ (the "Purchaser"), and its permitted successors and assigns.

WHEREAS, Seller owns those certain contiguous lots, tracts or parcels of land, and the improvements thereon, consisting of an aggregate acreage of approximately _____ acres located at 351 W. Dundee Road, Village of Wheeling, Cook County, Illinois, and being more approximately particularly described on **Exhibit "A"** attached hereto (the "Property");

WHEREAS, Seller and Purchaser on _____ , _____ entered into a Redevelopment Agreement that controls the sale of the Property herein, and the redevelopment of the Property by the Purchaser, (hereinafter the "Redevelopment Agreement") in the manner more specifically set forth therein.

WHEREAS, Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase the Property from Seller, subject to, and in accordance with, the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Property from Seller subject to, and in accordance with, the terms and conditions set forth hereinbelow.

1. PURCHASE OF THE PROPERTY.

1.1 Purchase Price and Payment. Subject to, and in accordance with the terms and conditions of this Agreement, the purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Property shall be One Dollars ($1.00) which shall be paid as follows.

1.1.1 The Purchase Price shall be adjusted at Closing (as defined herein) for prorations as provided in Paragraph 11.1 hereinafter.

2. SELLER'S OBLIGATIONS

2.1 Survey. Within thirty (30) days of the Effective Date, Purchaser, at its expense, shall obtain an ALTA survey (the "Survey") of the Property. The Survey shall be prepared by an Illinois Professional Land Surveyor and shall conform to the current requirements of the Illinois Department of Professional Regulation and shall be prepared in accordance with the minimum standard of detail requirements for land title surveys most recently adopted by ALTA, ACSM and MSPS in 2005, "Urban Survey" classification, with the additional items 1-4, 6-11 and 13-16 from Table A described therein. In addition, the Survey shall show no encroachments over any lot lines, building lines, easements (except the cross access easement with the property to the South), roadways, rights of way or other interests in the Land and no encroachments by buildings or other improvements located on adjoining properties onto the Land. If the Survey does not meet the specifications stated above, or if the Survey shows gaps, gores or other matters that would render title unmarketable (collectively, "**Survey Defects**"), and if Purchaser identifies such Survey Defects to Seller in the Objection Notice (defined in Section 5.3 below), then the rights and obligations of the parties with respect to such Survey Defects shall be the same as the rights and obligations of the parties with respect to Unpermitted Matters, as set forth below.

3. QUALITY OF TITLE.

3.1 Title. At Closing, provided Purchaser has fully complied with all of the terms and conditions hereof, Seller shall convey good and marketable fee simple title insurable at standard rates by special warranty deed to the Property and all easements, rights, permits and licenses, appurtenant thereto and connected therewith, free and clear of all liens and encumbrances other than the following permitted exceptions:

3.1.1 General real estate taxes not yet due and payable as of the Closing date and subsequent year's taxes;

3.1.2 The Seller's Repurchase Right set forth in Paragraph 12.3 below and in the Redevelopment Agreement; and

3.1.3 Any covenants, easements and restrictions of record which are not deemed to be Unpermitted Matters per below. The above-referenced items set forth in Paragraphs 5.1.1, 5.1.2, and this paragraph 5.1.3 are hereinafter collectively referred to as the "Permitted Exceptions".

3.2. Special Warranty Deed. The aforesaid special warranty deed shall be executed in recordable form and delivered to Purchaser with payment by Seller for any transfer or documentary stamps, fees or taxes in accordance with Section 8.2 below.

3.3 Title Objections. Within _____ days from the Effective Date, Seller shall provide to Purchaser, at Seller's sole cost and expense, (i) a title commitment for a ALTA Owner's Title Insurance Policy (the "Title Commitment") issued by Chicago Title, in the amount of $_____ covering title to the Property showing Seller as owner of the Property in fee simple and naming Purchaser, or such other party designated by Purchaser,

as proposed insured and shall contain an endorsement for extended coverage over all of the general exceptions, and (ii) true, complete and legible copies of all documents described in such Title Commitment (the "Title Documents"). Prior to the expiration of the Title & Survey Objection Period Purchaser shall notify Seller (the "**Objection Notice**") which of the liens, encumbrances and other matters described therein are unacceptable to Purchaser (the "**Unpermitted Matters**"). For purposes of this Agreement the Title & Survey Objection Period shall commence on the date that Purchaser receives the last of (i) the Survey, (ii) the Title Commitment and (iii) the Title Documents and shall end fifteen (15) days thereafter. Any items to which Purchaser does not object prior to the expiration of the Title & Survey Objection Period shall be deemed to be permitted exceptions (the **"Permitted Exceptions"**). Seller shall then have until the date that is fifteen (15) days after Seller's receipt of the Objection Notice to (i) remove or not remove (in Seller's sole and absolute discretion) such Unpermitted Matters or in the event Seller elects to remedy same then such matters shall be remedied by Seller in a manner satisfactory to Purchaser in its sole and absolute discretion, and (ii) deliver to Purchaser a revised Title Commitment and Survey reflecting such cure. If Seller is unable to remove or Seller elects not to remove such Unpermitted Matters and delivers written notice of same to Purchaser within the time period described above, then Purchaser shall have the option of proceeding with this Agreement with the Unpermitted Matters uncured. Seller agrees that it will not voluntarily or involuntarily create any additional encumbrances on the Property prior to the Closing without the prior written consent of Purchaser. In the event an additional encumbrance on the Property is created prior to Closing without the prior written consent of Purchaser as required herein, such additional encumbrance shall automatically be deemed an Unpermitted Matter. Prior to Closing, Purchaser shall have the right to update and review the title to the Property. Where such

updating of the title to the Property by Purchaser prior to Closing reveals a title defect which is not a Permitted Exception, Purchaser shall notify Seller of such title defect, and Seller shall have the same obligations and Purchaser shall possess the same rights as more particularly set forth in this Paragraph 5.3 herein.

3.4 Survey Objections. Within ten (10) days of receipt thereof, Purchaser may object to any matters concerning the Survey. If Purchaser shall object to any matters concerning the Survey in a timely manner, then Seller shall have the right, but not the obligation, for twenty (20) days from receipt of notice from Purchaser of such objection, to cure such objection or to commence such actions as are necessary to cure such objection. In the event that Seller fails to cure or elects, in Seller's sole and absolute discretion, not to cure such objection within said twenty (20) day period and Seller so notifies Purchaser of its failure to cure (or its election not to cure) such title defect within said period, then in such event, Purchaser may proceed to close this Agreement taking title subject to such objection without abatement in the Purchase Price.

3.5 Title Policy. At the Closing, and as a further condition of Purchaser's performance of its obligations hereunder, Seller shall cause the Title Company to deliver to Purchaser an owner's title policy (the "**Title Policy**") issued in the amount of the Purchase Price and otherwise in accordance with the provisions of the Title Commitment as specified above, dated as of the time of recording of the deed conveying title to the Property from Seller to Purchaser and subject only to the Permitted Exceptions.

4. POSSESSION. Seller shall deliver exclusive possession of the Property to Purchaser upon Closing, free and clear of all parties in possession and tenancies of every kind. It is agreed and understood that after the Effective Date, Purchaser may market its restaurant/retail

center and may put any signs on the property so long as the proposed signage is approved and in conformity with any and all applicable codes of the Village of Wheeling.

5. PARTIES.

5.1 Identity of Parties. Any provisions of this Agreement to the contrary notwithstanding, this Agreement is not intended to create and does not create legally enforceable promises, obligations or warranties to the benefit of any parties other than Seller and Purchaser and their respective successors and assigns. This Agreement shall not be deemed, held or construed as creating a partnership or joint venture.

5.2 Seller's Status. Seller warrants and represents that: (i) it is a duly organized municipality under the laws of the State of Illinois; (ii) it has the authority to transact business in the State of Illinois; (iii) the individuals executing this Agreement are authorized to execute this Agreement and bind the Village of Wheeling; and (iv) the execution of this Agreement and all of the transactions contemplated hereby have been authorized by all necessary and appropriate action of the Seller.

6. CLOSING.

6.1. Time and Place of Closing. Subject to the terms of this Agreement, the transaction contemplated by this Agreement shall be closed (the "Closing") at Chicago Title, Chicago, Illinois through a deed and money escrow created under an escrow agreement mutually satisfactory to Purchaser and Seller, in their reasonable discretion, including provisions for a so-called "New York style" closing to facilitate delivery to Purchaser of the Title Policy and possession of the Property on the Closing Date. Neither party is obligated to attend the Closing so long as they deliver their documents to the Escrow Agent not later than two (2) business days prior to Closing and deliver their funds to the Escrow Agent on or prior to the day of Closing.

Subject to the provisions of this Agreement, the Closing shall take place no later than sixty (60) days after the end of the Due Diligence Period or upon such other date as Purchaser and Seller mutually agree to in writing. Notwithstanding anything to the contrary herein contained, Closing shall not take place unless the Village is satisfied that the Purchaser has funds sufficient to finance the Project as defined in the Redevelopment Agreement which proof shall be provided to the Village prior to the expiration of the Due Diligence Period.

6.2 Closing Documents.

(i) Seller's Deliveries. Seller shall deliver to Purchaser at Closing the following, all in form and substance reasonably acceptable to Purchaser:

(A) The Title Policy to be provided under Section 5 of this Agreement;

(B) A special warranty deed conveying to Purchaser merchantable fee simple title to the Property, together with all easements and other appurtenances thereto, subject only to the Permitted Exceptions or subject to those Unpermitted Matters accepted by the Purchaser;

(C) An ALTA extended coverage statement and/or title affidavits, gap undertaking, and all other affidavits, certifications and other documents required by the Title Company in connection with its issuance of the Title Policy and closing of the transactions contemplated in under this Agreement;

(D) A FIRPTA Statement from Seller certifying that Seller is not a "foreign person," "foreign estate," "foreign corporation" or "foreign partnership" or any other foreign entity as such terms are defined in Section 1445 of the Internal Revenue Code and the income tax regulations promulgated thereunder; and

(ii) Purchaser's Deliveries. Purchaser shall deliver to Seller at Closing the balance of the Purchase Price, plus or minus prorations, together with such documents reasonably required by the Title Company to issue the Title Policy and close the transaction contemplated under this Agreement.

(iii) Joint Deliveries. Seller and Purchaser shall jointly deliver (i) a closing statement, (ii) all required real estate transfer tax declarations, and (iii) Repurchase Agreement as same is defined herein.

7. DEFAULT AND REMEDY. **TIME IS OF THE ESSENCE OF THIS AGREEMENT.**

7.1 Purchaser's Default. In the event of a default by Purchaser in the performance or observance of Purchaser's duties or obligations herein contained, including but not limited to Purchaser's failure or refusal to close the purchase of Property subject to, and in accordance with, the terms and conditions of this Agreement, and if there has been no default by Seller hereunder, Seller shall be entitled to all remedies for a default provided under the Redevelopment Agreement.

7.2 Seller's Default. In the event of a default by Seller in the performance or observance of Seller's duties or obligations herein contained, including but not limited to Seller's failure or refusal to close on the sale of the Property subject to, and in accordance with, the terms and conditions of this Agreement, Purchaser, at its option, shall have available to it all remedies provided in the Redevelopment Agreement.

8. BROKER INDEMNIFICATION. Seller and Purchaser each warrant to the other that they have dealt with no real estate broker or other person, firm or entity which is entitled to any commission, finder's fee or other compensation in connection with this transaction. Purchaser covenants and agrees to indemnify and hold the Seller harmless from and against any and all loss, liability, cost or expense incurred by Seller in connection with this transaction as a result of the acts, conduct, or representation of Purchaser which result in claims made against the Seller by any broker or person, firm or entity seeking any commission, finder's fees, compensation or reimbursement in connection with the sale and transfer of the Property. Seller likewise covenants and agrees to indemnify and hold the Purchaser harmless from and against any and all loss, liability, cost or expense incurred by Purchaser in connection with this

transaction as a result of acts, conduct or representations of Seller which result in claims made against the Purchaser by any broker or person, firm or entity seeking any commission, finder's fee, compensation or reimbursement in connection with the sale and transfer of the Property. Such right to indemnification shall include reimbursement by the other for any attorney's fees and costs incurred by it as a result of any such claim, proceeding or litigation, including court costs and those costs accruing from appellate proceedings.

9. MISCELLANEOUS.

9.1 Prorations. At Closing, property and ad valorem taxes and any and all assessments which may be due on or related to the Property shall be prorated as follows:

9.1.1 All real estate taxes and assessments, if any, levied or assessed on or against the Property shall be prorated on an accrual basis as of the date of Closing based upon a 365-day year. At the Closing, Purchaser shall receive a credit against the Purchase Price equal to all accrued and unpaid taxes and assessments as of Closing (including, without limitation, all taxes and assessments attributable to the year prior to the Closing but not payable until after the Closing and all taxes and assessments attributable to the year in which the Closing occurs but not payable until the following year).

9.1.2 Any and all other assessments which may be due on or related to the Property shall be prorated on the same basis as the real estate taxes.

9.1.3 All prorations will be based on the most recent assessment and bills and shall be based on 110% of the then most recent taxes and assessments for the Property, and adjustments will be made subsequent to the Closing if later assessments or bills increase or decrease any tax or assessment. Purchaser and Seller mutually understand and agree that the prorations for the taxes on the Property are based upon good faith estimates, and the above-

referenced adjustments made subsequent to Closing will be based upon the actual amounts of taxes levied upon the Property. Such taxes and assessments shall be re-prorated between Seller and Purchaser at the time of issuance of the actual bills therefore and payment of any adjustment based on such reproration shall be paid by the party owing the other based on such adjustment within fifteen (15) days after receipt by such party of copies of the applicable bills. Notwithstanding anything to the contrary herein contained, at Closing, Seller shall be responsible for the payment of any and all unpaid taxes and assessments, including any penalties and interest due thereon, due and payable as of the Closing Date. The parties agree to enter into a reporation agreement at closing for this purpose.

9.2 Closing Costs. Closing costs shall be paid by Seller and Purchaser at Closing as follows:

9.2.1 Seller shall pay for its own attorney's fees, for the costs, including premiums, of the Title Commitment and the Title Policy, the costs of removing all Unpermitted Matters from title if Seller, in its sole discretion, chooses to remove such Unpermitted Matters, recording costs for releasing any liens affecting the Property and for curing any other objectionable matters affecting title to the Property that Seller, in its sole discretion, chooses to remove, pursuant to Section 5 above, the preparation of the Special Warranty Deed, any and all documentary stamps, state, county and/or local transfer taxes, and one-half (1/2) of all closing fees charged by the Escrow Agent and/or the Title Company (including escrow and New York Style closing charges) and any and all charges, expenses, taxes, and costs customarily paid by a seller in real estate transactions in Cook County, Illinois; and

9.2.2 Purchaser shall pay for its own attorney's fees, recording costs for the Special Warranty Deed, recording costs for all other documents as may be required by

Purchaser, any lender's title policy, one-half (1/2) of all closing fees charged by the Escrow Agent and/or the Title Company (including escrow and New York Style closing charges)and any and all charges, expenses, taxes, and costs customarily paid by a purchaser in real estate transactions in Cook County, Illinois.

9.3 Notice. Any notices required or permitted hereunder shall be in writing and shall be given by U.S. mail return receipt requested, overnight delivery (ie-FedEx, UPS) facsimile or hand delivery. Notice shall be deemed to have been given (i) on the same date as the date on which such notice is delivered personally or such personal delivery is refused, (ii) on the date that is two (2) business days after the date on which such notice is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, (iii) on the date that is one (1) business day after the date on which such notice is sent by overnight courier services (such as Federal Express or any other similar courier service), or (iv) immediately upon transmittal by email or facsimile (provided that a paper copy of such email transmittal or fax transmission confirmation receipt, as the case may be, is promptly mailed by certified U.S. mail or overnight courier to the addressee along with a copy of the notice).

Notices shall be delivered to the parties at the following addresses:

AS TO PURCHASER:

WITH REQUIRED COPY TO:

AS TO SELLER:

Village Manager
Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090

WITH REQUIRED COPY TO: James V. Ferolo, Esq.
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, IL 60601
Facsimile: 312-606-7077

AS TO ESCROW AGENT: Chicago Title

Chicago, Illinois
Facsimile:

9.4 Entire Agreement. This Agreement shall: (i) be binding upon and inure to the benefit of Seller, Purchaser and its respective successors and assigns; (ii) be construed under and governed by the laws of the State of Illinois; and (iii) supersede all prior discussions and agreements between the parties with respect to the Property and constitute the entire agreement between the parties with respect thereto. There are no oral or written agreements, understandings or representations among the parties relating to the subject matter of this Agreement not embodied in this Agreement, and no amendment, revision or modification hereof shall be effective or binding upon Seller or Purchaser unless in writing and signed by the parties or their duly authorized representative.

9.5 Assignment. This Agreement may not be assigned by Purchaser, without Seller's prior consent, to any third party other than a wholly owned or controlled affiliate or subsidiary of Purchaser. Notwithstanding the above, Purchaser and Seller acknowledge that Purchaser may assign this Agreement to a partnership of which it is a general partner. Any attempted assignment in violation of this provision shall be void as to the Seller.

9.6 Litigation Expenses. In the event it becomes necessary for either party to litigate or to initiate any claim or proceeding in order to enforce or defend its rights under the terms of this Agreement, then the Prevailing Party shall be entitled to receive, and shall be awarded reimbursement of all of its court costs and reasonable attorneys' fees incurred in any

such claim, proceeding or litigation, including those caused by appellate proceedings. Such costs and fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. As used herein, "**Prevailing Party**" shall mean the party who substantially attains or defeats the relief sought as determined by a judgment entered by a court of competent jurisdiction.

9.7 Survival. The provisions of this Agreement shall survive the Closing and shall not be merged into any deed or other document.

9.8 No Liens. Purchaser shall not place or allow to be placed any lien on the Property, prior to Closing. Should any lien or liens arising by, through or under Purchaser be filed of record, the Purchaser shall promptly cause the same to be released, bonded or satisfied of record. In the event of a default of this covenant by Purchaser, Seller shall be entitled to recover from Purchaser any and all damages sustained as a result thereof, including but not limited to reasonable expenses, court costs and attorney's fees.

9.9 Headings. The paragraph headings used in this Agreement are for convenience only and are not to be considered or construed as adding to or subtracting from the provisions of this Agreement.

9.10 Condemnation. If after the date of this Agreement and before Closing the Property or any part thereof (including any rights of access or other rights benefitting the Property) is or becomes the subject of a condemnation proceeding or the threat of condemnation (or conveyance in lieu thereof) or there occurs any material change in the physical condition of the Property, Seller shall immediately notify Purchaser thereof in writing and Purchaser shall have the option: (a) to proceed with Closing, in which event (i) if the taking is consummated prior to the Closing, take title in accordance with the terms and conditions of this Agreement and

permit Seller to negotiate with the condemning authority and receive the condemnation award, reducing the Purchase Price hereunder by the amount thereof received or receivable by Seller; or (ii) if the taking is not consummated prior to the Closing, Seller shall assign to Purchaser all right, title and interest in and to the condemnation proceeds and awards, and Purchaser shall have the sole and exclusive right to negotiate, contest and settle all such eminent domain proceedings; or (b) to terminate this Agreement and declare its obligations hereunder null and void and of no further effect, in which event all Earnest Money paid by Purchaser under this Agreement shall be immediately returned to Purchaser and neither party shall have any further obligations or liabilities hereunder. Purchaser shall exercise its option under this Section 11.10 by providing Seller with a written notice of its decision within thirty (30) days after Purchaser receives from Seller written notice of the proposed condemnation or taking, together with such additional information concerning the proposed condemnation or taking as Purchaser may reasonably request, and the Closing shall be extended, if necessary, to permit Purchaser to make such election within such time period.

9.11 No Waiver of Right. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of any party's right to demand exact compliance with the terms of this Agreement.

9.12 Execution. This Agreement may be executed in one or more counterparts, which together shall constitute one and the same instrument. This Agreement may be executed via facsimile and the parties agree that facsimile execution hereof shall be binding upon the parties.

9.13 Business Day. In the event that any date or deadline for either party to perform hereunder falls on a weekend or federal holiday, then such party shall have until the next business day to perform.

10. ENVIRONMENTAL CONDITIONS.

10.1 Seller Representations. Seller represents and warrants to Purchaser that, except as set forth in any Seller's Deliveries provided to Purchaser, its Board of Trustees, Village Manager and Department Heads have no actual present knowledge of the presence on, in or under any part of the Property, any of the following: "toxic substances," "toxic materials," "hazardous waste," "hazardous substances," "pollutants," or "contaminants" [as those terms are defined in the Resource, Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et. seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et. seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et. seq.), the Clean Air Act, as amended (42 U.S.C. §1251 et. seq.), the Illinois Environmental Protection Act, 415 ILCS 5/1 et. seq., and any other federal, state, statutory or common law, or local law, statute, ordinance, rule, regulation, code, order, approval, policy and authorization relating to health, safety or the environment (said laws being hereafter referred to collectively as "Environmental Laws")]; asbestos or asbestos-containing materials; lead or lead-containing materials; oils; petroleum-derived compounds; pesticides; or polychlorinated biphenyls (all of which are hereafter collectively referred to as "Hazardous Materials") in violation of existing Environmental Laws. No part of the Property, to the actual present knowledge of the Seller's Board of Trustees, Village Manager or Department Heads, has been previously used by Seller, or by any other person or entity, for the storage, manufacture or

disposal of Hazardous Materials, except as may be disclosed in the environmental reports provided to Purchaser,(if any)and/or unless done in material compliance with applicable laws. Except as set forth in any Seller's Deliveries provided to the Purchaser, Seller has not received from any governmental body having authority over the Property any written complaint, order, citation or notice with regard to hazardous substances as defined above, air emissions, water discharges, noise emissions or Hazardous Materials, or any other environmental, health or safety matters affecting the Property or any part thereof. Except as set forth in any Seller's Deliveries provided to Purchaser, to the actual present knowledge of the Seller's Board of Trustees, Village Manager and Department Heads, there are no regulated or unregulated underground storage tanks or materials located at the Property of any nature located on any part of the Property.

10.2 Property Condition. Purchaser understands, agrees and acknowledges that the Property shall be conveyed to Purchaser on an "as-is, where-is" basis and, except as is otherwise expressly set forth in this Agreement, without any representations or warranties of any kind, express or implied, either oral or written, made by the Seller or any agent or representative of the Seller with respect to the physical, environmental or structural condition of the Property, including but not limited to layout, square footage or susceptibility to flooding. Seller and its agents hereby disclaim any implied warranties regarding fitness for a particular purpose, condition of improvements, quality or merchantability of the Property or any portion thereof.

10.3 Purchaser Representations/Right to Repurchase. Prior to the execution of this Agreement, Purchaser and Seller entered into that certain Redevelopment Agreement concerning the Property. Purchaser and Seller acknowledge that pursuant to Section 6.3 of the Redevelopment Agreement, Seller could repurchase the Property (the "Repurchase Right") from Purchaser under certain circumstances as more particularly provided in the Redevelopment

Agreement. At Closing, Seller and Purchaser shall enter into a separate written agreement in form reasonably acceptable to Purchaser and Seller (the "Repurchase Agreement") which agreement shall in part acknowledge that the conveyance of the Property to Purchaser is made subject to the obligations of the Purchaser set forth in the Redevelopment Agreement entered into by the Seller and Purchaser. In the event that the Purchaser does not meet its obligations as set forth in Section 6.3 of the Redevelopment Agreement, the Seller may in its sole discretion elect to pursue the remedies available to Seller under the terms and conditions of the Redevelopment Agreement, which shall include the unconditional right of the Seller to repurchase the Property from the Purchaser according to the terms set forth in the Redevelopment Agreement and as more specifically set forth in the Repurchase Agreement. The foregoing Repurchase Agreement shall be negotiated between the parties in good faith during the Due Diligence Period and shall be entered into by the parties at Closing and shall be recorded at Closing. The execution of the Repurchase Agreement shall be a condition precedent to the Seller closing on the sale of the Property to Purchaser. In the event Seller repurchases the Property, Seller must reimburse Purchaser for all environmental costs incurred.

(1) Due to the possibility of Seller reacquiring the Property in accordance with the terms of the Redevelopment Agreement, Purchaser hereby represents and warrants that from the date of Closing until the expiration of the Repurchase Period as provided in the Redevelopment Agreement (the "Repurchase Period") that:

A. No part of the Property will be used by Purchaser or its agents, servants, contractors, employees, successors and assigns (collectively "Purchaser Affiliates") or with Purchaser's permission or consent, to

refine, produce, store, handle, transfer, process or transport any hazardous or toxic chemical, material, substance, waste or petroleum. In addition, except as to those conditions existing prior to the Closing, Purchaser Affiliates will not cause any releasing, spilling, leaking, pumping, emitting, pouring emptying or dumping of hazardous substances, hazardous waste or petroleum on, into or from the Property, unless done in material compliance with applicable law. Purchaser Affiliates shall not conduct any unlawful activity on the Property or use the Property in any manner (i) which would cause the Property to become a hazardous waste treatment, storage or disposal facility; (ii) so as to cause a release or a threat of a release of hazardous or toxic substance from the Property; or (iii) so as to cause a discharge of pollutants or effluents into any water source or system. Nothing herein stated shall be construed as a limitation on any lawful use of the Property and shall specifically exclude any activity associated with the historic conditions at the Property as disclosed in Seller's Deliveries.

B. Except as to those conditions existing prior to Closing, Purchaser Affiliates shall comply in all material respects with all applicable environmental, health and safety statues and regulations;

C. Purchaser shall inform the Seller of any environmental monitoring and/or remediation done on the Property by Purchaser Affiliates;

D. In the event that Seller reacquires the Property from Purchaser, Purchaser shall return the Property to substantially the same condition in

which it was found prior to the Closing date, ordinary wear and tear excepted and excepting any remedial work performed to remedy pre-existing conditions at the Property, and excepting any improvements made on the Property in furtherance of the Redevelopment Agreement.

E. In the event that Seller reacquires the Property pursuant to the Redevelopment Agreement, Purchaser shall provide Seller with copies within three (3) business days of Seller's notice to Purchaser of Seller's election to re-acquire the Property as aforesaid, any and all public and non-privileged records, documents or reports of any kind which are produced or prepared during or relate to the time period of the Repurchase Period and which relate or refer to the environmental matters and/or conditions associated directly or indirectly with the Property, including but not limited to written reports of a site assessment, environmental audits, soil test reports, water test reports, laboratory analysis and documents, reports or writings relating or referring to the Property; and

F. Purchaser shall be responsible for all actions taken on the Property by or on behalf of Purchaser including, without limitation, any environmental contamination of the Property caused by Purchaser Affiliates during the Repurchase Period; provided, however, that the foregoing shall not include historic material at the Property which exists at the time of Closing hereunder. Purchaser shall indemnify and hold the Seller harmless against any claim, suit, loss, liability or damage incurred by the Seller in defending itself due to a release of a hazardous or toxic material in

violation of state or federal law on the Property by Purchaser Affiliates during the Repurchase Period; provided, however, the foregoing indemnity obligation shall not be construed or interpreted to include actions taken or not taken with regard to historic conditions or materials that exist at the Property on the date of Closing hereunder.

G. During the Repurchase Period, in the event that any governmental authority having jurisdiction over the Property requires the Seller to address any environmental condition on the Property that existed prior to Closing, or in the event that a Purchaser Affiliate is addressing pre-Closing environmental conditions on the Property:

(i) No Purchaser Affiliate shall, unless otherwise required by law, communicate with the Department (which shall mean the Illinois Environmental Protection Agency and/or any governmental authority having jurisdiction over the Property) about the environmental condition of the Property or shall enter the Property into the Illinois Site Remediation Program without the Seller's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Purchaser shall not submit any document to a governmental authority referring or relating to the Property without first submitting the document to the Seller for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Purchaser Affiliates shall not enter into negotiations with any governmental authority or agency to develop variances or revisions to laws or regulations with respect to the Property;

(ii) The Seller reserves to itself, and Purchaser hereby grants to the Seller, its agents, attorneys, employees, consultants and contractors, an irrevocable license, right and authorization to enter upon and inspect the Property for purposes of performing any environmental work that the Seller is required to be performed by the Department (if any), and to perform such tests, and work, including, without limitation, subsurface testing, soil and groundwater testing, and other

work which may physically invade the Property or improvements thereon, as the Seller, in its sole discretion, expense and risk, determines is necessary to protect its interests. Nothing in this paragraph is meant to limit in any way the Seller's rights to enter upon and/or inspect the Property as otherwise permitted by law. Notwithstanding the foregoing (or anything to the contrary contained in this Agreement), the Seller shall not be liable to Purchaser Affiliates for any diminution in the value of the Property, lost profits or rents, or any other loss of business damages or business interruption, nor for any loss of any kind which Purchaser Affiliates suffered or would have suffered because of the presence of the environmental contamination on, at or under the Property.

(iii) Unless otherwise agreed to in writing by the Purchaser and Seller, or otherwise required by law, the Seller shall retain sole authority during the Repurchase Period, in all negotiations with the Department regarding any reporting, assessment, monitoring, remediation and/or other corrective action activities required by the Department in connection with any environmental measures taken at the Property. During the Repurchase Period, Purchaser shall promptly forward to the Seller copies of all reports, correspondence, tests, data or other information communicated between Purchaser and any third party with respect to any hazardous substance, waste, petroleum or toxic or hazardous materials (as those terms are defined under applicable federal, state or local environmental laws, regulations or rules), which may exist on the Property.

(iv) Purchaser shall inform the Seller of and the Seller must approve in writing of any environmental monitoring and/or remediation done on the Property by Purchaser Affiliates, which approval shall not be unreasonably withheld, conditioned or delayed. Purchaser shall provide the Seller with copies of any and all records, documents or reports of any kind which relate or refer to the environmental matters and/or conditions associated directly or indirectly with the Property, including but not limited to written reports of a site assessment, environmental audits, soil test reports, water test reports, laboratory analysis and documents, reports or writings relating or referring to the Property.

10.4 Purchaser Obligations. During the Repurchase Period, Purchaser shall cause any Purchaser Affiliates to:

A. Maintain the Property in compliance with all applicable laws (including but not limited to environmental laws); provided, however, Purchaser shall provide to Seller a copy of any document submitted to a governmental authority referring or relating to the Property;

B. Not allow the installation of asbestos containing materials or underground storage tanks on the Property and take all reasonable steps to assure no release of any hazardous or toxic material in violation of state or federal law on the Property;

C. Cure any material violation of applicable laws at the Property at Purchaser's expense to the extent such violation is caused by Purchaser Affiliates during the Repurchase Period; provided, nothing herein shall be construed or interpreted to impose any obligation on Purchaser involving the presence of historic materials or conditions that exist on the Property on the date of Closing hereunder, including without limitation, remediation of any environmental conditions on the Property that existed on the Property as of the date of Closing.

D. Within three (3) business days, Purchaser shall notify Seller in writing of and provide any reasonably requested documents upon learning of any of the following, which arise in connection with the Property:

1. Any claim of liability for response or corrective action, natural resource damage or other harm pursuant to any federal or state environmental law;

2. Any Environmental Claim (which shall mean any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent, decree, penalty, fine, lien, proceeding or claim (whether

administrative, judicial or private in nature) arising (a) pursuant to, or in connection with an actual or alleged violation of, any environmental law, (b) in connection with any hazardous or toxic material or actual or alleged hazardous material activity, (c) from any abatement, removal, remedial, corrective or other response action in connection with a hazardous or toxic material, environmental law or other order of a governmental authority or (d) from any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment;

3. Any release or threatened release of a hazardous or toxic material in violation of an environmental law;

4. Any restriction on the ownership, occupancy, use or transferability arising pursuant to any (i) release or threatened release of a hazardous or toxic material, or (ii) environmental law; or

5. Any environmental, natural resource, health or safety condition which could materially impair the condition of the Property or could have a Material Adverse Effect (which shall mean any changes or effects that individually or in the aggregate are likely to be materially adverse to (i) the assets, business, operations, income or condition (financial or otherwise) of Purchaser, (ii) transactions contemplated by this Agreement, (iii) the ability of Purchaser to perform its obligations under this Agreement; or (iv) the condition or fair market value of the Property);

E. In the event Seller reacquires the Property during the Repurchase Period, Purchaser shall remove from the Property at Purchaser's expense prior to the reconveyance of the Property to Seller any equipment used by Purchaser Affiliates; and

F. Comply with all state and federal laws concerning the transportation or disposition (whether on-site or off-site) of contaminated soil and/or groundwater by Purchaser Affiliates. During the Repurchase Period, Purchaser shall be solely responsible for the storage, treatment and disposal of all contaminated soil or groundwater, which resulted from Purchaser Affiliate's work on the Property.

In the event that Seller does not re-acquire the Property as aforesaid, Seller shall execute a release in form satisfactory to Purchaser and suitable for recording, releasing Purchaser from all post-closing responsibilities described herein, and specifically releasing the conditions described above.

11. SELLER'S CONDITIONS PRECEDENT. Seller shall not be required to close the transactions contemplated by this Agreement unless and until each of the following conditions precedent has occurred to the satisfaction of Seller on or before Closing, unless waived in writing by Seller:

11.1 All of Purchaser's representations and warranties set forth in this Agreement are true and correct in all material respects as of the date hereof and as of the date of Closing;

11.2 Purchaser has fulfilled all of its obligations and requirements required in this Agreement to be fulfilled on or before Closing; and

11.3 Purchaser has obtained formal Village of Wheeling Board approval of the Site Plan for the development and any further approvals required by the Wheeling Village Code for development of the Property.

12. PURCHASER'S CONDITIONS PRECEDENT. Notwithstanding the Due Diligence Period, in no event shall Purchaser be obligated to close the transactions contemplated by this Agreement unless and until each of the following contingencies (the "Closing Contingencies") has been completed or satisfied to Purchaser's satisfaction on or before Closing (or within the time frame specified below), unless waived in writing by Purchaser:

12.1 Seller is able to convey title to the Property of the quality described in Paragraph 5 herein;

12.2 The representations and warranties of Seller contained in this Agreement are true and correct in all material respects as of the date hereof and as of the date of Closing with the same effect as though such representations and warranties had been made on and as of the date of Closing;

12.3 Seller and Escrow Agent have entered into with Purchaser the escrow agreement referenced in Paragraph 1.1.3 herein;

12.4 Seller has fulfilled all of its obligations and requirements required under this Agreement to be fulfilled by Seller on or before Closing; and

12.5 Seller, through its board and planning commission, has approved the final project plans for Purchaser's proposed development of the Property.

12.6 Seller shall not have breached or defaulted in any of its obligations set forth in this Agreement.

12.7 Title Company shall have issued the Title Policy.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Seller:

VILLAGE OF WHEELING,
A Municipal corporation

By: _____
Village President

ATTEST:

_____
Village Clerk

Purchaser:

By: _____

Title: _____

ATTEST:

_____

Title: _____

VILLAGE'S ACKNOWLEDGMENT

STATE OF ILLINOIS,
COUNTY OF COOK_____ ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that ____ and ____, are personally known to me to be the Village _____ and _____Village Clerk, respectively, of the Village of ____, an Illinois municipal corporation (the "Village") and also known to me to be the same persons whose names are subscribed to the foregoing instrument and as such Village _____ and _____Village Clerk, appeared before me this day in person and severally acknowledged that as such Village _____ and Village Clerk, they signed and delivered the said instrument pursuant to the authority given by the _____ Board of Trustees, and as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth, and that Village Clerk, as custodian of the corporate seal of the Village, has caused the seal to be affixed thereto.

GIVEN UNDER my hand and Notarial Seal this _____ day of _____, _____.

_____
Notary Public

DEVELOPER'S ACKNOWLEDGMENT

STATE OF ILLINOIS,
COUNTY OF COOK_____ ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, as Manager on behalf of _____ IS personally known to me be the same persons whose name IS subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that she signed and delivered the foregoing instrument pursuant to authority given by said Company, as her free and voluntary act as Manager and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____day of _____, _____.

_____
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT 5
SUBDIVIDED PARCEL WITH LAND DESIGNATIONS 1.1, 1.2, A-L
(attached)

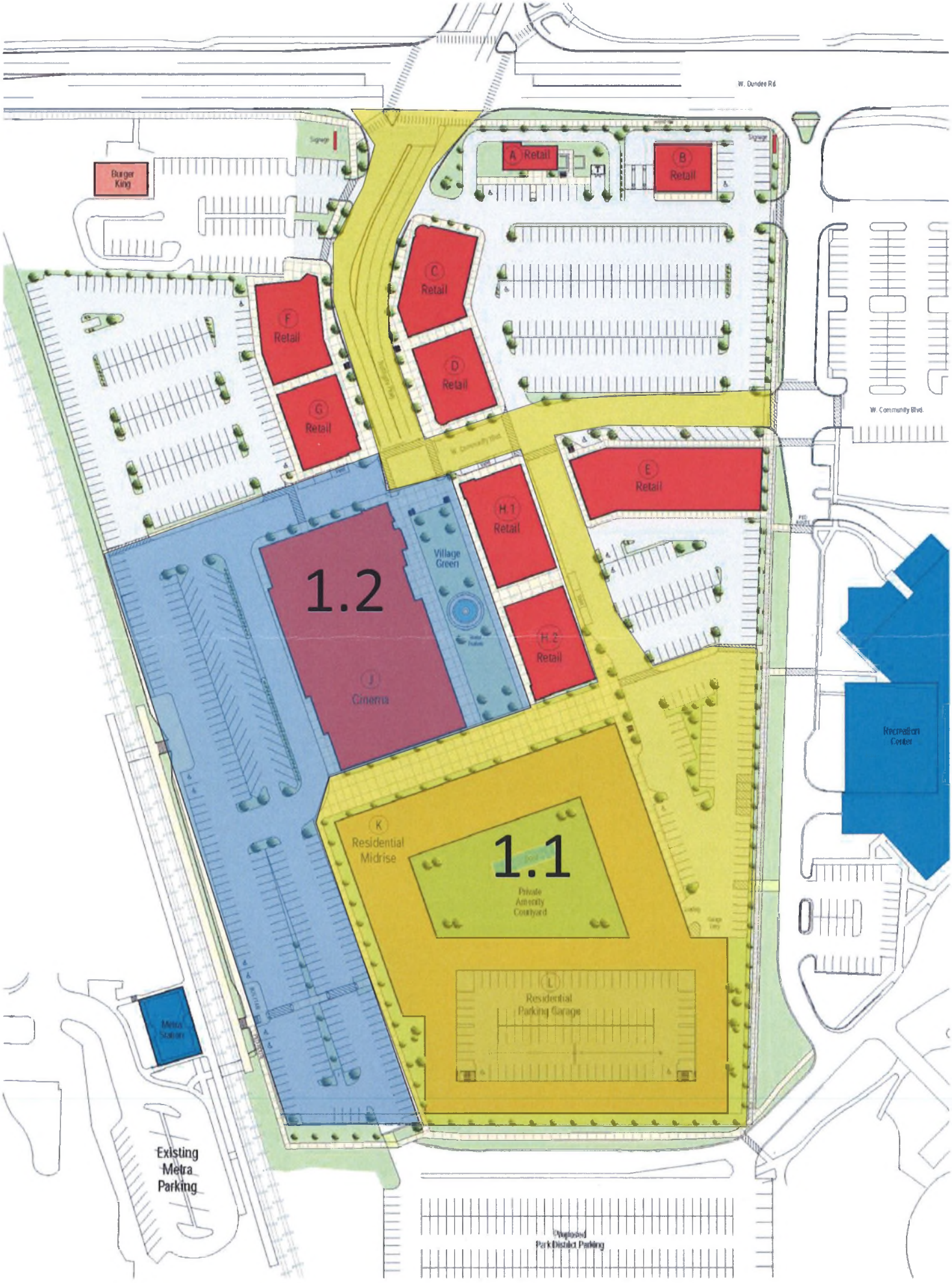

W. Dundee Rd
Burger King
A Retail
B Retail
C Retail
D Retail
F Retail
G Retail
E Retail
H.1 Retail
H.2 Retail
W. Community Blvd.
1.2
J Cinema
Village Green
K Residential Midrise
1.1
Private Amenity Courtyard
L Residential Parking Garage
Recreation Center
Metra Station
Existing Metra Parking
Proposed Park District Parking

EXHIBIT 6

FORM OF DEVELOPER NOTE

DEVELOPMENT NOTE

VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS
INTEREST BEARING NON-RECOURSE DEVELOPMENT NOTE
Phase___of the
[Town Center Redevelopment Project within
the Town Center II
Tax Increment Financing District]

Date of Note:_____ ***Note Number:_____***

Original Principal Balance: $_____

FOR VALUE RECEIVED, THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS (the "Village"), an Illinois municipal corporation, promises to pay to the order of_____ a Delaware limited liability company (the "Developer") the principal sum of _____ and ___/100 Dollars ($_____) pursuant to the Redevelopment Agreement for the Town Center Development Comprising a Part of the Town Center II TIF District of the Village of Wheeling, Illinois, entered into by and between the Village and the Developer, and dated _____, 2016 (the "Redevelopment Agreement"), together with simple interest on the principal balance outstanding from time to time calculated at the rate equal to the BBB 20-year Corporate Bond Index as published by Bloomberg plus 150 basis points per annum, with interest beginning to accrue on the later of the date of this Development Note or the date on which a Certificate of Completion is issued for the Phase of the Project to which this Development Note applies.

This Development Note is made pursuant to Section 7.3B of the Redevelopment Agreement and is one of a series of Development Notes issued pursuant to the Redevelopment Agreement, with the total principal amount of all Development Notes issued not to exceed Eight Million Six Hundred Thousand and No/100 Dollars ($8,600,000.00). All terms not defined herein shall have the same meanings given them in the Redevelopment Agreement. In the event of any conflict between the terms of this Development Note and the terms of the Redevelopment Agreement, the Redevelopment Agreement shall control. The terms and conditions of the Redevelopment Agreement are hereby incorporated into this Development Note by this reference thereto as if fully set forth herein. Amounts payable pursuant to this Development Note shall be paid in accordance with the provisions of the Redevelopment Agreement.

1. **Authority.** This Development Note is issued by the Village pursuant to: (i) the exercise of the Village's power and authority as a home rule unit of local government; (ii) the TIF Ordinances as defined in the Redevelopment Agreement; and (iii) an ordinance adopted by the Village on _____, 2016 and captioned Ordinance No. _____, "_____ _____ _____ _____" which Ordinance authorizes the Redevelopment Agreement that provides for this Development Note.

2. **Purpose.** Payments to Developer under this Development Note shall be in reimbursement of a portion of the Eligible Redevelopment Costs that Developer has incurred, as approved by the Village pursuant to the Redevelopment Agreement.

3. **Payments.** Payments on account of the indebtedness represented by this Development Note shall be made to Developer by the Village in accordance with Article 7 of the Redevelopment Agreement. Notwithstanding anything to the contrary herein contained, this Development Note shall be cancelled automatically on the date that the Redevelopment Agreement terminates, even if the sum of all payments received by the Developer on or prior to said date does not satisfy in full the principal balance of the Development Note and all amounts of interest then due on this Development Note. Payments of interest under this Development Note shall be made by check of the Village, mailed and addressed to the Developer, at the address as set forth in Section 17.3 of the Redevelopment Agreement, unless the Village has been directed to make such interest payments in another manner by written notice given to the Village by the Developer at least fifteen (15) days prior to any payment date. Payments of principal under this Development Note shall be made by check of the Village, upon presentation of this Development Note to the Village's Finance Director, at the Village Hall address, 2 Community Boulevard, Wheeling, Illinois, so the principal payment can be so noted on this Development Note, and the dollar amount of this Development Note reduced thereby as of the date of said principal payment. In this regard, the Village shall provide the Developer with at least fifteen (15) days prior written notice of the Village's desire to make a principal payment, with the amount of said payment and the date said payment will be made being set forth in said notice (the "Payment Notice"). In the event the Developer fails to tender this Development Note to receive the principal payment on the date set forth in the Payment Notice, interest on the principal amount to be paid by the Village, as set forth in the Payment Notice, shall cease to accrue as of the payment date set forth in the Payment Notice.

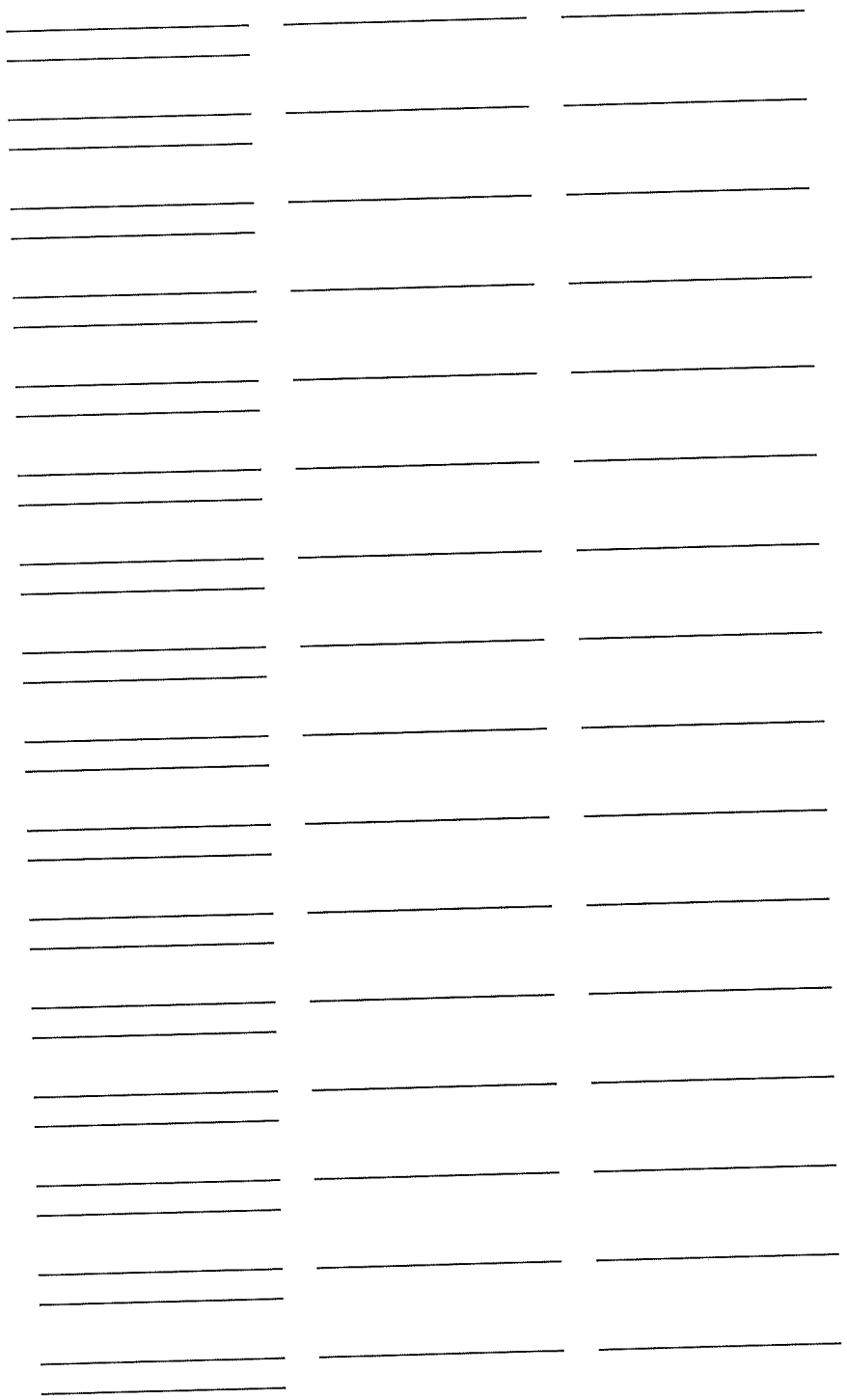
4. **Non-Recourse.** **THIS DEVELOPMENT NOTE AND THE OBLIGATION TO PAY THE AMOUNTS SPECIFIED IN THIS DEVELOPMENT NOTE ARE LIMITED OBLIGATIONS OF THE VILLAGE PAYABLE SOLELY FROM THE NET INCREMENTAL PROPERTY TAXES AS DEFINED IN ARTICLE 2 OF THE REDEVELOPMENT AGREEMENT COLLECTED AND REMITTED TO THE VILLAGE. SAID OBLIGATIONS DO NOT NOW AND SHALL NEVER CONSTITUTE A GENERAL INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY STATE OF ILLINOIS CONSTITUTIONAL OR STATUTORY PROVISION AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE VILLAGE OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER.**

5. **Default.** In the event of a default by the Village under this Development Note, the holder of this Development Note may proceed to secure the specific performance of the covenants and agreements contained herein provided that the holder shall have first given the Village a thirty (30) day written notice specifying the default unless, within such thirty (30) day period, the Village cures such default.

6. **Governing Law, Waiver and Notices.** This Development Note shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Development Note shall be the Circuit Court of the First Judicial Circuit, Cook County, Illinois. A waiver of any part of this Development Note shall be limited to that specific event and shall not be a waiver of the entire Development Note. No delay on the part of the holder of this Development Note in exercising any option to demand payment shall operate as a waiver thereof or preclude the exercise thereof at any time during the continuance of a default. Any notices required in this Development Note shall be effective when given, as provided in the Redevelopment Agreement.

7. **Principal Payments.**

Amount of Principal Payment	Date of Principal Payment	Signature of Finance Director	Signature of Developer Representative
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	



(Additional payment confirmation pages may be attached to this Development Note if the lines set forth above are insufficient to account for all principal payments.)

8. **Miscellaneous.**

A. Time is of the essence in regard to this Development Note.

B. The Village shall not be deemed in default with respect to any of its obligations under this Development Note if the Village fails to timely perform the same and such failure is due in whole or in part to an Uncontrollable Circumstance, acts caused directly or indirectly by the Developer (or its officers, agents or employees) or any other cause beyond the reasonable control of the Village.

C. Subject to any restrictions of the Redevelopment Agreement, this Development Note may be assigned by the holder hereof be execution of an allonge to this Development Note and upon the giving of notice of such assignment by the assignee to the Village. Upon assignment or other transfer of this Development Note by Developer, the term "Developer" as used herein shall be deemed to mean such assignee or other transferee or successor who may become the holder of this Development Note by virtue of any assignment or transfer of this Development Note. Subject to the terms of the Redevelopment Agreement, this Development Note shall inure to the benefit of the Developer and its successors and assigns and shall be binding upon the Village and its successors and assigns.

IN WITNESS WHEREOF. The Village of Wheeling has caused this Development Note to be executed in its name and on its behalf by its President and its Village Clerk and its corporate seal to be hereunto affixed.

VILLAGE OF WHEELING,
an Illinois municipal corporation

ATTEST:

By:_____
By:_____
Village President

Village Clerk

Dated:_____

Exhibit 7

TIF Eligible Costs

Architecture, Engineering, Consulting, and Landscape Design Fees	$	850,000
Streets & Sidewalks Landscaping	$	1,100,000
Village Green	$	1,250,000
Off-Site Roadway Improvements	$	850,000
Extend and Construct Community Blvd	$	1,300,000
Relocate Northgate Parkway	$	1,270,000
Metra Parking	$	750,000
Site Utilities	$	1,700,000
General Site Work / Environmental Assesment	$	200,000
Total	**$**	**9,270,000**

EXHIBIT 8

CONSTRUCTION SCHEDULE
(to be attached)

Wheeling Town Center • Preliminary Construction Schedule

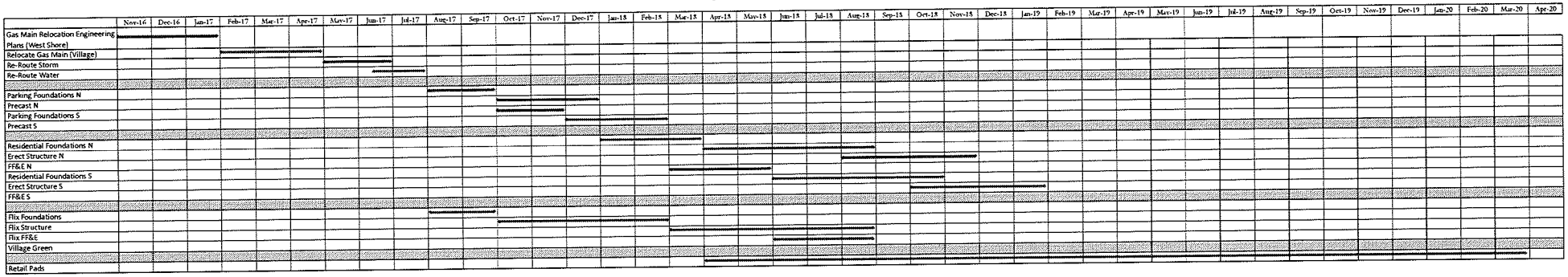


EXHIBIT 9

MAP OF EAST METRA LOT
(to be attached)

EXHIBIT 10

MAP OF HERITAGE LAKE
(to be attached)

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 **F** 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 **F** 708 349 1506

CONFIDENTIAL ATTORNEY CLIENT PRIVILEGED COMMUNICATION
MEMORANDUM

To: Board of Trustees, Village of Wheeling
From: James V. Ferolo-Klein, Thorpe and Jenkins, Ltd.
Re: Town Center Restated RDA
Date: March 7, 2016

EXECUTIVE SUMMARY

The Restated RDA incorporates the changes from the First and Second Amendments and adds additional changes into one consolidated document. Some of the changes accommodate how the project has changed from the time the RDA was originally approved in 2014 through Preliminary PUD. The biggest change is the Project Schedule. Other changes include redefining the improvements that will be dedicated to the Village and adding language regarding the sale of 1 acre foot of compensatory storage space to the Developer in Heritage Lake. This memo provides a summary of the material changes.

A. SCHEDULE The Restated RDA extends final PUD approval from February 28, 2016, to August 31, 2016, which results in the following Project schedule changes:

The current Project Schedule is as follows:
November 1, 2016 – Commence underground infrastructure construction
February 1, 2017 – Commence residential parking
June 30, 2017-Commence residential construction
January 31, 2017– Underground infrastructure complete
February 1, 2017 – Commence Flix Brewhouse construction
November 1, 2017 – Commence Village Green construction
January 1, 2018 – Commence Retail Pad construction
January 31, 2018 – Village Green complete
December 31, 2017 – Flix Brewhouse complete
July 31, 2018 – Residential construction complete
September 30, 2019 – Retail Pads complete

The revised Project Schedule will be as follows:
May 1, 2017 – Commence underground infrastructure construction
July 31, 2017 – Commence residential parking construction
January 1, 2018 – Commence residential construction
July 31, 2017 – Underground infrastructure complete
July 31, 2017 – Commence Flix Brewhouse construction
May 31, 2018 – Commence Village Green construction
March 31**,** 2018 – Commence Retail Pad construction
August 31, 2018 – Village Green complete
August 31, 2018 – Flix Brewhouse complete
January 31, 2019 – Residential construction complete
March 31, 2020 – Retail Pads complete

B. DEFINITION OF DEDICATED IMPROVEMENTS IN SECTION 2

The public improvements that will be dedicated to the Village for ownership and maintenance include the water main and elliptical pipe running from Heritage Park to Dundee Road for flood control purposes. The portion of the parking and roadways that the Village will own remains subject to Metra's determination. The Village is waiting to hear from Metra as to whether the ownership of the East Metra Lot and roads leading to the East Lot can be privately owned or have to be owned by the Village. The Restated RDA provides that if Metra requires municipal ownership, the Village and Developer will share the costs of maintenance and repair. All of the other pavement and sewer infrastructure will be owned and maintained by the Developer with the exception of the water main and the elliptical pipe.

C. WATER STORAGE IN HERITAGE LAKE

In order to limit the need for underground storm water storage on the site, the Developer has requested that 1 acre-foot of storm water detention in Heritage Lake be allocated to the development. The Developer has offered to pay a fee for the storm water storage allocation. The amount of the fee is being reviewed and set by staff.

D. ELLIPTICAL PIPE CONSTRUCTION

The Restated RDA requires the Developer to install the Village's previously planned elliptical pipe along the eastern edge of the development that will move storm water from Dundee Road to Heritage Lake for Dundee Road future development. The pipe will be installed during construction with the Village reimbursing the cost to the Developer apart from the Developer's TIF incentive. The Developer will also charge a Developer fee to complete this construction. This obligation is being added to the Developer's responsibility for ease of coordination of construction given that the Developer will be installing multiple other utilities in the same area.

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S) #13.B
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: March 7, 2016

TITLE OF ITEM SUBMITTED: An Ordinance Authorizing the execution of a Restated Redevelopment Agreement between the Village of Wheeling and WTC, LLC for the Development of Land at 351 W. Dundee Road, Wheeling, IL Comprising a Part of the Town Center-II TIF District of the Village of Wheeling, Cook and Lake Counties, Illinois

SUBMITTED BY: James V. Ferolo-Klein Thorpe and Jenkins

BASIC DESCRIPTION OF ITEM: The Ordinance authorizes the President to execute a Restated Redevelopment Agreement. The Restated Agreement extends the time for Final PUD Approval from February 28, 2016 to August 31, 2016. The overall schedule for completion of the Project is amended as well. Completion of the residential building has been pushed back to January 31, 2019. Completion of the theater is pushed back to August 31, 2018. Other components of the development are undergoing similar schedule changes. Further changes are described in the Board Memorandum.

EXHIBIT(S) ATTACHED: Ordinance, Restated Redevelopment Agreement and Board Memorandum

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: Village Manager

361520_1