RESOLUTION 2017-056          PASSED: APRIL 24, 2017

AUTHORIZING PAYMENT TO DIXON OTTAWA
COMMUNICATIONS, INC. FOR POLICE RADIO TOWER
EQUIPMENT WORK AND CONSTRUCTION IN AN AMOUNT
NOT TO EXCEED $21,811.50.

WHEREAS, the City of DeKalb, DeKalb County, Illinois is a home rule community with
those powers granted under the provisions of the Illinois Constitution and the Illinois
Municipal Code, 65 ILCS 5/1-1-1, et. seq.; and

WHEREAS, the City of DeKalb currently maintains the Purchasing Manual, which
relates to the Purchasing Policies in Section II of the Purchasing Policy; and

WHEREAS, the Purchasing Policy states: If any City purchase with a single vendor
exceeds $20,000 for the current fiscal year, the purchase must be presented to
Council for approval prior to the agreement being executed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
DEKALB, ILLINOIS:

Section 1: That the City Council authorizes the payment to Dixon Ottawa
Communications Inc. (Dixon Ottawa) in the amount of $21,811.50 substantially in the form
attached hereto.

Section 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to
attest the Mayor’s Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting
thereof held on the 24th day of April, 2017, and approved by me as Mayor on the same
day. Passed by an 8-0 Omnibus roll call vote under the Consent Agenda. Aye:
Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey.

ATTEST:

JENNIFER JEEP JOHNSON, City Clerk

JOHN A. REY, Mayor
PROJECT INVOICE

Bill To: 70402
DEKALB POLICE DEPARTMENT
Chief Gene Lowery
700 W. LINCOLN HIGHWAY
DEKALB IL 60115

INVOICE NO.: 442993
INVOICE DATE: 3/30/17
DUE DATE: 4/29/17

PO No.: VERBAL
Terms: NET 30

Ship to:
DEKALB POLICE DEPARTMENT

Shop: 70
Project No.: 643

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OUTDOOR CABINET EQUIPMENT</td>
<td>18,211.50</td>
</tr>
<tr>
<td>INSTALLATION</td>
<td>3,600.00</td>
</tr>
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</table>

Total Amount 21,811.50
Sales Tax .00
Balance Due 21,811.50

2% interest fees may apply to past due balances.
Rider A  

to Site Lease Agreement

This Rider shall become a part of and be incorporated into that certain Site Lease Agreement ("Agreement") by and between by and between the City of DeKalb (hereafter, "Landlord") and GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless (hereafter, "Tenant", and collectively as "the Parties"). Any capitalized term not defined herein shall have the meaning ascribed to it in the Agreement. In the event of a conflict between terms of the Agreement and the Rider, the terms of the Rider shall govern and control.

1) **Relocation of existing communications equipment at Property and within existing communications equipment shed owned by Landlord ("Existing Shed"):** Landlord agrees to remove all existing equipment presently located within the Existing Shed. Landlord further agrees that it shall, at its sole option, either dispose of the Existing Shed, or relocate the Existing Shed to an alternate location ("Existing Shed Removal") specified by the Landlord, within the corporate limits of the Landlord. Upon completion of the Existing Shed Removal by Landlord, Tenant agrees to reimburse for all reasonable costs incurred by Landlord directly associated with such action by Landlord, with such costs not to exceed $7,500.00 ("Existing Shed Removal Cost Reimbursement"). Tenant shall pay the Existing Shed Removal Cost Reimbursement to Landlord as additional consideration for entering into the Agreement. Landlord shall provide an itemized invoice to Tenant listing the costs incurred in connection with the Existing Shed Removal and Tenant shall make said Existing Shed Removal Cost Reimbursement within thirty (30) days of presentation by Landlord.

2) **Purchase/Installation of New Landlord Radio Facilities:** As further consideration for entering into the Agreement, Tenant also agrees to assume the costs of acquisition and installation of a radio cabinet ("New Landlord Radio Facilities") as described in the attached Exhibit A-1 to this Rider (or such other cabinet as shall be reasonably acceptable to the Parties), and the connection of the same to existing utilities at the Premises, and to reinstall the radio equipment as further contemplated in said Exhibit A-1. Tenant shall also be responsible for the costs to install the concrete foundation or pad required for such installation. As the radio facilities are utilized by the Landlord for emergency telecommunications, the schedule for relocation/replacement of the radio facilities shall be subject to approval by the Landlord, which shall not be unreasonably withheld, and shall be conducted in such a fashion as to minimize any interruption in radio service to the greatest extent possible. Tenant shall also assume the cost of installation of all conduits and wiring necessary to power such facilities. Tenant acknowledges that the Landlord has warranties on the existing equipment that require the installation services to be provided by a specified vendor, Dixon-Ottawa Communications of Dixon, Illinois ("the Approved Vendor"). The Landlord has obtained a cost estimate and list of equipment and services to be rendered by the Approved Vendor, a copy of which is attached hereto as Exhibit A-1. The parties acknowledge that the total cost for said work shall not to exceed Twenty-Three Thousand Dollars ($23,000.00). The Landlord shall contract with the Approved Vendor to source the equipment and perform the radio relocation as contemplated in this Paragraph 2. Landlord shall pay the Approved Vendor directly for services rendered and submit a detailed invoice to Tenant for reimbursement. Tenant agrees to reimburse Landlord for said costs within thirty (30) days of receipt of detailed invoice.
showing the equipment purchased and services rendered by the Approved Vendor, with the total cost not to exceed Twenty-Three Thousand Dollars ($23,000.00).

3) **Location of New Tenant Equipment Platform:** Tenant shall provide a new base station equipment platform and installation for Tenant purposes and use, as contemplated in Exhibit B to the Agreement. Tenant may, in its sole discretion, either remove the existing concrete pad and install a new concrete pad, or may reuse the existing concrete pad. Tenant shall locate and configure the platform and all supporting equipment associated therewith as contemplated by Exhibit B to the Agreement, with revisions thereto requiring the approval of the Parties. Landlord shall utilize the existing ice-bridge at the site. Tenant shall be permitted to construct a new ice-bridge at the site, in configuration reasonably acceptable to the City, and shall comply with the terms of the Agreement with regard to the configuration, installation and maintenance of the facilities.

As part of Tenant’s equipment installation, Tenant agrees to remove the grounding ring that serves the Existing Shed. Tenant will install a new grounding ring which will serve the Tenant equipment and the New Landlord Radio Facilities. Tenant agrees that it will not disturb the existing radio tower grounding ring as currently installed at property.

Entered into and approved this 16th day of December, 2016.

**LANDLORD:** City of DeKalb, Illinois, an Illinois municipality

**By:** [Signature]

**Printed Name:** John A. Key

**Title:** Mayor

**Date:** 11-28-16

**TENANT:** GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, an Indiana corporation

**By:** [Signature]

**Printed Name:** Jacque Vallier

**Title:** [Position]

**Date:** 12-16-16
Exhibit A-1

New Landlord Radio Facilities
DIXON/OTTAWA COMMUNICATIONS

1139 Franklin Grove Rd
Dixon, IL 61021
(815) 286-5315

CUSTOMER Dekalb Police Dept PHONE 815-748-8400 DATE 5/10/2010
STREET CITY/STATE Dekalb, IL.
FAX E-MAIL Tsmith@cityofdekalb.com CONTROL Tracy Smith

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We hereby submit specifications and estimates: Outdoor Cabinets Installation

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<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>2- 80 by 25 by 34 heat and air cabinet</td>
<td>1</td>
<td>$8,250.00</td>
<td>$16,500.00</td>
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<td>4- Ground Rods</td>
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<td>$50.00</td>
<td>$200.00</td>
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<td>100- Coax</td>
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<td>40- Labor</td>
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<td>10- Cad Welds</td>
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<td>50- Ground Wire</td>
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<td>2- Ground bars</td>
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<td>75- Cat 3 25 pair telco line</td>
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<td>$3.50</td>
<td>$262.50</td>
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Total: $21,811.50

We propose hereby to furnish all work - complete in accordance with above specifications, for the sum of:

Twenty One Thousand Eight Hundred Eleven Dollars and Fifty Cents $21,811.50

Payment to be made as follows:
NET 30 DAYS

Authorized
Signature Kevin Nicholson
Proposal good for: 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

Signature
Date:
Signature