

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JUNE 10, 2019, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - May 28, 2019 (APPROVE)
 - c. Warrants - \$298,326.16 (APPROVE)
 - d. RESOLUTION - A Resolution Approving and Authorizing the Execution of an Intergovernmental Police Service Assistance Agreement to Join the DuPage Metropolitan Emergency Response and Investigation Team (MERIT) - (ADOPT)
 - e. RESOLUTION - A Resolution Approving and Authorizing the Chief of Police to Execute an Agreement with Oxcart Systems to Manage and Issue the Special Vehicle Hauling Permits for Overweight and Oversize Vehicles Traveling on Village Roadways and to Further Authorize Oxcart to Act as an Agent of the Village, to Assess a Permit Application Fee From Applicants as Part of the Permitting Process (ADOPT)
 - f. RESOLUTION - A Resolution Approving and Authorizing the Execution of a Law Enforcement Agreement Between Lexisnexis Coplogic Solutions, Inc. and the Village of Willowbrook (ADOPT)

- g. ORDINANCE - An Ordinance Amending Sections 8-7-6 Entitles "Maximum Size of Vehicles; Permits;" and 8-7-17 Entitled "Maximum Gross Weight of Vehicles; Permits;" of Chapter 7 Entitled "Condition of Vehicles" of Title 8 Entitled "Traffic Regulations" of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois (PASS)
- h. MOTION - A Motion to Approve the 2018 Motor Fuel Tax (MFT) Roadway Maintenance Program - Pay Estimate No. 2 and Final - M & J Asphalt Paving Company, Inc. (PASS)
- i. MOTION - A Motion to Approve Prime Contract Potential Change Order #001 (Replace Flashing) for the Community Resource Center/Village Council Chambers Renovation Project, L.J. Morse Construction Company in an Amount Not-To-Exceed \$4,138.34 (PASS)
- j. RESOLUTION - A Resolution Approving and Authorizing the Purchase of Two (2) 2019 Chevrolet Tahoe Police Patrol Package Motor Vehicles Through the Suburban Purchasing Cooperative at a Total Cost, Including Upfitting, Not-To-Exceed \$101,963.96 (ADOPT)

NEW BUSINESS

- 6. RESOLUTION - A Resolution Authorizing the Execution of an Intergovernmental Agreement Between the Village of Willowbrook and the Village of Burr Ridge for the Garfield Avenue Sidewalk Project in the Villages of Willowbrook and Burr Ridge in an Amount Not-To-Exceed \$55,000.00 (ADOPT)
- 7. RESOLUTION - A Resolution Approving and Authorizing the Mayor to Execute, On Behalf of the Village of Willowbrook, an Agreement for Lobbying and Community Relations Services with Strategia Consulting LLC. (ADOPT)

8. RESOLUTION - A Resolution Approving and Authorizing the Mayor to Execute, On Behalf of the Village of Willowbrook, A Proposal with Policy Confluence, Inc. (POLCO) for a Civic Engagement Services and Licensing Agreement in an Amount Not-To-Exceed \$4,000.00 (ADOPT)

PRIOR BUSINESS

9. COMMITTEE REPORTS
10. ATTORNEY'S REPORT
11. CLERK'S REPORT
12. ADMINISTRATOR'S REPORT
13. MAYOR'S REPORT
14. CLOSED SESSION
15. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON TUESDAY, MAY 28, 2019 AT THE WILLOWBROOK POLICE DEPARTMENT, 7760 QUINCY STREET, VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those present at roll call were Village Clerk Leroy Hansen, Trustees Sue Berglund, Umberto Davi, Terrence Kelly, Michael Mistele, Gayle Neal, and Paul Oggerino.

ABSENT: None.

Also present were Village Attorney Thomas Bastian, Interim Village Administrator Michael Mertens, Director of Finance Carrie Dittman and Chief of Police Robert Schaller.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Interim Village Administrator Michael Mertens to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

Mayor Trilla asked the Board if there were any items to be removed from the Omnibus Vote Agenda.

Trustee Mistele requested that item 5f be removed as from the Omnibus Agenda to discuss and vote on separately.

Trustee Oggerino requested that item 5g be removed from the Omnibus Agenda to discuss and vote on separately.

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - May 13, 2019 (APPROVE)
- c. Warrants - \$334,789.06 (APPROVE)
- d. Motion - Board Authorization for Staff to Process Current Delinquent Water Bills in Accordance with Past Practices (PASS)

- e. RESOLUTION - A Resolution Waiving Competitive Bidding and Approving a Contract Between the Village of Willowbrook and L.J. Morse Construction Company. Inc. for the Repair of the Village Hall Pylon Sign in an Amount not - to - exceed \$24,500.00 (ADOPT)
- f. RESOLUTION - A Resolution Approving an Agreement and Authorizing the Mayor to Accept and Execute a Proposal for Professional Services Between the Village of Willowbrook and N. Bastistich Architects for the Interior Design of 825 Motion - Board Authorization for the Interior Design of 825 Midway Drive in an Amount not- to- exceed \$18,250.00 (ADOPT)
- g. RESOLUTION - A Resolution Approving and Authorizing the Mayor to Execute, On Behalf of the Village, A Proposal for Professional Services Between the Village of Willowbrook and Christopher B. Burke Engineering, LTD. For the Engineering Design, Plans and Bid Specifications for a Permeable Paver Parking lot for the Village Hall in an Amount not - to - exceed \$9,500.00 (ADOPT)

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to approve the Omnibus Vote Agenda not including Item 5f and 5g

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, Neal, and Oggerino. NAYS: None. ABSENT: None.

5f. Mayor Trilla asked Trustee Mistele to discuss Item 5f, which he had asked be removed from the Omnibus Vote Agenda. Trustee Mistele related that there is a discrepancy with the letter in the agenda packet that the Village sent to L.J. Morse verses the contact. The recommendation is to not pay a retainer and follow the outline that was in that was provided in the proposed agreement.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to approve Item 5f as corrected by Trustee Mistele.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, Neal, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

5g. Mayor Trilla asked Trustee Oggerino to discuss Item 5g, which he had asked be removed from the Omnibus Vote Agenda. Trustee Oggerino asked Interim Village Administrator Mertens to explain the permeable paver parking lot. Mertens explained the benefits of the parking lot. Mertens explained that if the Board is proceeding with this project that this should be authorized

soon due to the construction season that is now underway. Trustees' discussed the cost, grant offered, budget and type of parking lot.

The Trustees inquired if this was in the budget. Director Dittman explained that the parking lot was presented as a discretionary item during the Board Budget Workshop but that Administrator Halik had advised to defer this item. The Board decided to include it in the FY 19/20 budget so as not to lose the grant that was partially funding it. The total cost, net of the grant, is approximately \$231,000 and was included in the budget.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to approve item 5g to the Omnibus Vote Agenda.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Neal, and Oggerino. NAYS: Mistele. ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION - A Resolution of the Village of Willowbrook Supporting the DuPage County Coalition Tourism Legislation initiative to Grant the County of DuPage Authority to Adopt a Hotel Occupancy Tax (ADOPT)

MOTION: Made by Trustee Oggerino and seconded by Trustee Berglund to adopt Resolution No. 19-R-29 as presented.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Neal, and Oggerino. NAYS: None. None. ABSENT: None.

MOTION DECLARED CARRIED

7. ORDINANCE: - An Annual Appropriation Ordinance, Village of Willowbrook, DuPage County, Illinois, for the Fiscal Year Beginning May 1, 2019 and Ending April 30, 2020 (PASS)

Director Dittman related that the Village is required to annually adopt an Appropriation Ordinance which provides the legal spending authority for the Village. This does not, however, replace the annual operating budget which is followed for normal spending limits. Budgeted amounts are generally doubled to form the

appropriation. The Appropriation Ordinance must be adopted within the first quarter of the fiscal year.

MOTION: Made by Trustee Kelly and seconded by Trustee Oggerino to adopt Ordinance No. 19-0-08 as presented.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, Neal, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

8. PRESENTATION - A Presentation by Cory Poris-Plash of Polco on their community engagement services.

Polco was founded by a team of military and public service veteran technologists who are passionate about good governance and civil constructive civic engagement. Ms. Poris-Plash explained the process of how to post, share and analyze the data that could help community engagement, and shared examples of other communities that utilize Polco's application. A brief Q & A was held after the presentation and Ms. Poris-Plach thanked the Mayor and the Trustees for their time.

PRIOR BUSINESS

9. COMMITTEE REPORTS

Trustee Neal had no report.

Trustee Kelly had no report.

Trustee Mistele had no report. Thank you to the Mayor for all your hard work.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Oggerino had no report.

10. ATTORNEY'S REPORT

Attorney Bastian had no report.

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11. CLERK'S REPORT

Clerk Hansen had no report.

12. ADMINISTRATOR'S REPORT

Interim Administrator Mertens had no report.

13. MAYOR'S REPORT

Mayor Trilla will be going to Springfield to discuss the 1852 Senate Bill.

14. CLOSED SESSION

A) Collective Bargaining 5 ILCS 120/2 (c) (2)

ADJOURNMENT INTO CLOSED SESSION

MOTION: Made by Trustee Oggerino and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 7:41 p.m.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, Neal, and Oggerino. NAYS: None. ABSENT: None.

CLOSED SESSION: ended at the hour of 8:32 p.m.

MOTION DECLARED CARRIED

15. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Oggerino, to adjourn the Regular Meeting at the hour of 8:32 p.m.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, Neal, and Oggerino. NAYS: None. ABSENT: None.

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PRESENTED, READ and APPROVED.

_____, 2019.

Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

WARRANTS

June 10, 2019

GENERAL CORPORATE FUND	-----	\$98,994.32
WATER FUND	-----	\$169,212.18
HOTEL/MOTEL TAX FUND	-----	\$20,700.71
WATER CAPITAL IMPROVEMENTS FUND	-----	\$8,421.05
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$997.90
 TOTAL WARRANTS	-----	 \$298,326.16

Carrie Dittman, Director of Finance

C.D.

APPROVED:
Frank A. Trilla, Mayor

Payroll Liability Check Register
For Check Dates 05/01/2019 to 05/31/2019

Check Number	Vendor Name	Check Date	Check Amount
53434	VILLAGE OF WILLOWBROOK	05/03/2019	1,624.92
53440	COMMUNITY BANK OF WILLOWBROOK	05/10/2019	331.79
53441	I C M A RETIREMENT TRUST - 457	05/10/2019	725.00
53442	ILLINOIS STATE DISBURSEMENT UNIT	05/10/2019	1,190.00
53443	NATIONWIDE RETIREMENT SOLUTIONS	05/10/2019	42,063.91
53444	VILLAGE OF WILLOWBROOK	05/10/2019	45,418.72
53453	AFLAC	05/24/2019	1,989.65
53454	COMMUNITY BANK OF WILLOWBROOK	05/24/2019	540.12
53455	I C M A RETIREMENT TRUST - 457	05/24/2019	725.00
53456	ILLINOIS STATE DISBURSEMENT UNIT	05/24/2019	2,437.00
53457	ILLINOIS FRATERNAL	05/24/2019	903.00
53458	NATIONWIDE RETIREMENT SOLUTIONS	05/24/2019	6,099.54
53459	VILLAGE OF WILLOWBROOK	05/24/2019	45,934.89
EFT229	EFTPS	05/03/2019	1,872.53
EFT230	ILLINOIS DEPT. OF REVENUE	05/03/2019	705.22
EFT231	EFTPS	05/10/2019	52,430.37
EFT232	ILLINOIS DEPT. OF REVENUE	05/10/2019	8,131.81
EFT233	EFTPS	05/24/2019	41,992.10
EFT234	I.M.R.F. PENSION FUND	05/24/2019	31,848.91
EFT235	ILLINOIS DEPT. OF REVENUE	05/24/2019	6,449.72

Total Checks: 20

Total Paid: \$293,414.20

06/05/2019 03:26 PM
User: DSCHMIDT
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 05/30/2019 ~ 06/11/2019

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/05/2019	APCH	94166#	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	60.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	30.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	90.00
				CHECK APCHK 94166 TOTAL FOR FUND 01:			180.00
06/11/2019	APCH	130 (E)	PCS CLOUD SOLUTIONS	EDP LICENSES	615-263	25	11,274.00
06/11/2019	APCH	131 (E) *#	WEX BANK	FUEL/MILEAGE/WASH	455-303	10	36.00
				FUEL/MILEAGE/WASH	630-303	30	4,368.32
				FUEL/MILEAGE/WASH	710-303	35	713.10
				FUEL/MILEAGE/WASH	810-303	40	76.46
				CHECK APCHK 131 (E) TOTAL FOR FUND 01:			5,193.88
06/11/2019	APCH	94168	4IMPRINT INC	PUBLIC RELATIONS	475-365	10	760.44
06/11/2019	APCH	94169	ADVANCE WEIGHING SYSTEMS, INC.	OPERATING EQUIPMENT	630-401	30	1,800.00
				OPERATING EQUIPMENT	630-401	30	1,800.00
				CHECK APCHK 94169 TOTAL FOR FUND 01:			3,600.00
06/11/2019	APCH	94170	AJD PRODUCTIONS, INC.	CRISIS MANAGEMENT?	475-367	10	25.00
06/11/2019	APCH	94173	CAROLINE DITTMAN	FUEL/MILEAGE/WASH	610-303	25	27.78
06/11/2019	APCH	94174	CHRISTOPHER B. BURKE	FEES - DRAINAGE ENGINEER	820-246	40	40.00
06/11/2019	APCH	94175	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	1,958.00
				MAINTENANCE - BUILDING	466-228	10	2,373.00
				CHECK APCHK 94175 TOTAL FOR FUND 01:			4,331.00
06/11/2019	APCH	94176	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	6,520.00
06/11/2019	APCH	94177#	COMCAST CABLE	INTERNET/WEBSITE HOSTING	460-225	10	225.54
				INTERNET/WEBSITE HOSTING	715-225	35	116.85
				CHECK APCHK 94177 TOTAL FOR FUND 01:			342.39
06/11/2019	APCH	94178*#	COMED	RED LIGHT - COM ED	630-248	30	42.15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				RED LIGHT - COM ED	630-248	30	36.05
				RED LIGHT - COM ED	630-248	30	42.57
				ENERGY - STREET LIGHTS	745-207	35	627.91
				ENERGY - STREET LIGHTS	745-207	35	237.12
				CHECK APCHK 94178 TOTAL FOR FUND 01:			985.80
06/11/2019	APCH	94179	CONTROLLED F.O.R.C.E. INC	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	670.00
06/11/2019	APCH	94180	DATA-TEL COMMUNICATIONS	PHONE - TELEPHONES	455-201	10	1,430.00
06/11/2019	APCH	94181*	DELTA DENTAL PLAN OF ILLINOIS	EMP DED PAY- INSURANCE	210-204	00	1,457.09
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	114.32
				HEALTH/DENTAL/LIFE INSURANCE	510-141	15	114.32
				HEALTH/DENTAL/LIFE INSURANCE	610-141	25	228.64
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	2,181.75
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	235.16
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	114.32
				CHECK APCHK 94181 TOTAL FOR FUND 01:			4,445.60
06/11/2019	APCH	94183#	DUPAGE COUNTY PUBLIC WORKS	SANITARY (835 MIDWAY)	466-251	10	25.36
				SANITARY USER CHARGE - PARKS	570-278	20	4.16
				SANITARY USER CHARGE - PARKS	570-278	20	4.16
				SANITARY (7760 QUINCY)	630-250	30	21.12
				SANITARY USER CHARGE	725-417	35	21.12
				CHECK APCHK 94183 TOTAL FOR FUND 01:			75.92
06/11/2019	APCH	94184	EPIC SPORTS, INC	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	423.51
				COURT IMPROVEMENTS	595-693	20	56.66
				CHECK APCHK 94184 TOTAL FOR FUND 01:			480.17
06/11/2019	APCH	94185	FEDERAL EXPRESS CORP.	POSTAGE & METER RENT	455-311	10	117.78
06/11/2019	APCH	94186#	FIRST NATIONAL BANK OMAHA	PERSONNEL RECRUITMENT	455-131	10	145.20
				OFFICE SUPPLIES	455-301	10	5.99
				COMMISSARY PROVISION	455-355	10	30.03
				EDP EQUIPMENT/SOFTWARE	460-212	10	238.98

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				PUBLIC RELATIONS	475-365	10	83.50
				PUBLIC RELATIONS	475-365	10	154.35
				SCHOOLS/CONFERENCES/TRAVEL	610-304	25	38.40
				CHECK APCHK 94186 TOTAL FOR FUND 01:			696.45
06/11/2019	APCH	94187	GATEWAY SRA	FAMILY SPECIAL EVENT - RACE	585-154	20	1,250.00
06/11/2019	APCH	94188	GEWALT HAMILTON ASSOCIATES INC	PLAN REVIEW - TRAFFIC CONSULTANT	520-258	15	234.90
06/11/2019	APCH	94189	GOVHR USA	CONSULTING	455-306	10	7,276.01
06/11/2019	APCH	94190*#	H AND R CONSTRUCTION INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,150.00
06/11/2019	APCH	94192#	HANSON LANDSCAPE DESIGN	CONTRACTED MAINTENANCE ROUTE 83 BEAUTIFICATION	570-281 755-281	20 35	4,784.91 4,243.22
				CHECK APCHK 94192 TOTAL FOR FUND 01:			9,028.13
06/11/2019	APCH	94193*#	HINSDALE NURSERIES, INC.	STREET & ROW MAINTENANCE	750-328	35	53.40
06/11/2019	APCH	94196	ILL. NOTARY DISCOUNT BONDING	FEES/DUES/SUBSCRIPTIONS	630-307	30	53.95
06/11/2019	APCH	94197	INDUSTRIAL ELECTRICAL SUPPLY	MAINTENANCE - PW BUILDING	725-418	35	75.00
06/11/2019	APCH	94198	INT ASSOC OF CHIEFS OF POLICE IN	EDP LICENSES	640-263	30	875.00
06/11/2019	APCH	94199#	J.P. COOKE CO.	OFFICE SUPPLIES-CUSTOM STAMPER OFFICE SUPPLIES	630-301 710-301	30 35	138.00 52.70
				CHECK APCHK 94199 TOTAL FOR FUND 01:			190.70
06/11/2019	APCH	94200#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE COPY SERVICE	630-315 610-315	30 40	107.41 269.50
				CHECK APCHK 94200 TOTAL FOR FUND 01:			376.91
06/11/2019	APCH	94201*#	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY FEES - VILLAGE ATTORNEY CRISIS MANAGEMENT	470-239 470-239 475-367	10 10 10	14,747.72 304.00 3,964.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/11/2019	APCH	94202	LISA J SHEMROSKE	CHECK APCHK 94201 TOTAL FOR FUND 01:			<u>19,016.22</u>
				PUBLIC RELATIONS	475-365	10	43.47
06/11/2019	APCH	94203	MARCELA CLUTAC	PARK PERMIT FEES	310-814	00	100.00
06/11/2019	APCH	94205	MUNICIPAL CLERKS OF DUPAGE CNTY	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	30.00
06/11/2019	APCH	94206	NCPERS GROUP LIFE INSURANCE	EMP DED - SUPPLEMENTAL LIFE INSURANCE	210-213	00	80.00
06/11/2019	APCH	94207	NEOPOST USA INC	POSTAGE & METER RENT	630-311	30	476.97
06/11/2019	APCH	94208#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	49.51
				NICOR GAS (825 MIDWAY)	570-235	20	82.82
				NICOR GAS (7760 QUINCY)	630-235	30	206.76
				NICOR GAS	725-415	35	78.59
CHECK APCHK 94208 TOTAL FOR FUND 01:							
06/11/2019	APCH	94210	ORKIN EXTERMINATING	OFFICE SUPPLIES	630-301	30	96.63
06/11/2019	APCH	94212	PROFORMA	PUBLIC RELATIONS	475-365	10	339.55
06/11/2019	APCH	94213	RATHS, RATHS & JOHNSON, INC.	PLAN REVIEW - STRUCTURAL	820-255	40	624.00
06/11/2019	APCH	94214	RIEKE OFFICE INTERIORS	EDP EQUIPMENT/ SOFTWARE	460-212	10	575.00
06/11/2019	APCH	94215	SCOTT EISENBEIS	OPERATING EQUIPMENT	630-401	30	63.63
06/11/2019	APCH	94216	SCUKANEC GEORGE	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	65.71
06/11/2019	APCH	94217	SHERIDAN PLUMBING & SEWER	JET CLEANING CULVERT	750-286	35	2,271.50
				JET CLEANING CULVERT	750-286	35	3,304.00
CHECK APCHK 94217 TOTAL FOR FUND 01:							
06/11/2019	APCH	94218#	STAPLES	OFFICE SUPPLIES	455-301	10	30.00
				OFFICE SUPPLIES	455-301	10	462.35
				COMMISSARY PROVISION	455-355	10	54.48
				COMMISSARY PROVISION	455-355	10	121.03
				COMMISSARY PROVISION	455-355	10	11.49
				FAMILY SPECIAL EVENT - RACE	585-154	20	39.99

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							719.34
06/11/2019	APCH	94219#	STEVE PIPER & SONS INC	CHECK APCHK 94218 TOTAL FOR FUND 01:			
				PARK LANDSCAPE SUPPLIES	565-341	20	627.60
				ADA PARK MAINTENANCE	590-519	20	627.60
				TREE MAINTENANCE	750-338	35	1,255.20
				CHECK APCHK 94219 TOTAL FOR FUND 01:			2,510.40
06/11/2019	APCH	94220*#	SUBURBAN DOOR CHECK & LOCK SERVI	OPERATING EQUIPMENT	630-401	30	29.00
06/11/2019	APCH	94221#	TAMELING INDUSTRIES	PARK LANDSCAPE SUPPLIES	565-341	20	152.93
				STREET & ROW MAINTENANCE	750-328	35	248.40
				CHECK APCHK 94221 TOTAL FOR FUND 01:			401.33
06/11/2019	APCH	94222	THE EAGLE UNIFORM CO	UNIFORMS	630-345	30	286.00
06/11/2019	APCH	94223	TOM & JERRY'S SHELL SERVICES	MAINTENANCE - VEHICLES	735-409	35	1,508.25
06/11/2019	APCH	94224	TOOLS PLUS INDUSTRIES LLC	OPERATING SUPPLIES & EQUIPMENT	710-401	35	378.00
				MAINTENANCE - EQUIPMENT	735-411	35	89.99
				ROAD SIGNS	755-333	35	441.44
				CHECK APCHK 94224 TOTAL FOR FUND 01:			909.43
06/11/2019	APCH	94225	TRAFFIC CONTROL & PROTECTIONS	ROAD SIGNS	755-333	35	211.15
06/11/2019	APCH	94226	UNDERGROUND PIPE & VALVE, CO.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	539.70
06/11/2019	APCH	94227	UNITED PARCEL SERVICE	POSTAGE & METER RENT	455-311	10	22.22
06/11/2019	APCH	94229	WAREHOUSE DIRECT	OFFICE SUPPLIES	630-301	30	49.72
				OFFICE SUPPLIES	630-301	30	60.45
				OFFICE SUPPLIES	630-301	30	171.06
				OFFICE SUPPLIES	630-301	30	118.76
				OFFICE SUPPLIES	630-301	30	92.94
				CHECK APCHK 94229 TOTAL FOR FUND 01:			492.93
06/11/2019	APCH	94230	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	630-409	30	100.00

06/05/2019 03:26 PM
User: DSCHMIDT
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 05/30/2019 - 06/11/2019

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
							98,994.32

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
06/11/2019	APCH	129 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	130,646.39
				FUEL/MILEAGE/WASH	401-303	50	713.10
06/11/2019	APCH	131 (E)*#	WEX BANK	PHONE - TELEPHONES	401-201	50	63.24
06/11/2019	APCH	94171	AT & T MOBILITY	SCHOOLS CONFERENCE TRAVEL	401-304	50	300.00
				ENERGY - ELECTRIC PUMP	420-206	50	571.15
06/11/2019	APCH	94178*#	COMED	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	235.15
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,675.00
06/11/2019	APCH	94181*#	DELTA DENTAL PLAN OF ILLINOIS	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,950.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	650.00
				CHECK APCHK 94190 TOTAL FOR FUND 02:			7,275.00
06/11/2019	APCH	94191	H-B-K WATER METER SERVICE	NEW METERING EQUIPMENT	435-461	50	1,293.29
				INTEREST EXPENSE - TEPA LOAN	449-105	50	7,534.18
06/11/2019	APCH	94194	IL ENVIRONMENTAL PROTECTION AGEN	PRINCIPAL EXPENSE - TEPA LOAN	449-106	50	19,689.92
				CHECK APCHK 94194 TOTAL FOR FUND 02:			27,224.10
06/11/2019	APCH	94195	IL GOVERNMENT FINANCE OFFICERS	SCHOOLS CONFERENCE TRAVEL	401-304	50	115.00
06/11/2019	APCH	94204	METROPOLITAN INDUSTRIES INC	EDP EQUIPMENT/ SOFTWARE	417-212	50	390.00
06/11/2019	APCH	94211	PATRICK KANAVERSKIS	SCHOOLS CONFERENCE TRAVEL	401-304	50	300.00
06/11/2019	APCH	94220*#	SUBURBAN DOOR CHECK & LOCK SERVI	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	10.50
06/11/2019	APCH	94228	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	75.06
				Total for fund 02 WATER FUND			169,212.18

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 05/30/2019 - 06/11/2019

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 03 HOTEL/MOTEL TAX FUND								
06/11/2019	APCH	94182	DUPAGE CONVENTION		FEES DUES SUBSCRIPTIONS	401-307	53	1,000.00
					FEES DUES SUBSCRIPTIONS	401-307	53	1,000.00
					FEES DUES SUBSCRIPTIONS	401-307	53	1,688.31
					ADVERTISING - DCVB	435-317	53	11,262.40
					CHECK APCHK 94182 TOTAL FOR FUND 03:			<u>14,950.71</u>
06/11/2019	APCH	94193*	HINSDALE NURSERIES, INC.		LANDSCAPE BEAUTIFICATION	435-316	53	2,370.00
					LANDSCAPE BEAUTIFICATION	435-316	53	380.00
					CHECK APCHK 94193 TOTAL FOR FUND 03:			<u>2,750.00</u>
06/11/2019	APCH	94231	WLBK BURR RIDGE CHAMBER OF COM		CHAMBER DIRECTORY 2019	435-319	53	3,000.00
					Total for fund 03 HOTEL/MOTEL TAX FUND			<u>20,700.71</u>

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 05/30/2019 - 06/11/2019

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 09 WATER CAPITAL IMPROVEMENTS FUND								
06/11/2019	APCH	94209	NOVOTNY ENGINEERING		WATER SYSTEM IMPROVEMENTS	440-600	65	8,421.05
					Total for fund 09 WATER CAPITAL IMPROVEMENTS FU			8,421.05

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User: DSCHMIDT
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 05/30/2019 - 06/11/2019

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
06/11/2019	APCH	94201*#	LAW OFFICES STORINO RAMELLO&DURK	LEGAL FEES	401-242	15	997.90
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			997.90
			TOTAL - ALL FUNDS				298,326.16

'*' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT TO JOIN THE DUPAGE METROPOLITAN EMERGENCY RESPONSE AND INVESTIGATION TEAM (MERIT)

AGENDA NO. 5d**AGENDA DATE:** 06/10/19**STAFF REVIEW:** Robert Schaller, Chief of Police**SIGNATURE:** **LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Michael Mertens, Village Administrator**SIGNATURE:** **REVIEWED & APPROVED BY PSC:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

The Village of Willowbrook joined FIAT in the late 1970's or early 1980's. FIAT is a law enforcement task force specializing in major crime investigations, computer forensics, major crash reconstructions, police service dogs, and Special Weapons and Tactics (SWAT) response. Support in these specialty areas is shared by personnel on a part-time basis from FIAT member agencies including: Addison, Brookfield, Burr Ridge, Clarendon Hills, Darien, Downers Grove, Hinsdale, Lisle, Lombard, Oak Brook, Warrenville, Westmont, Willowbrook, Wood Dale, and Woodridge.

In 2018, the leadership of the DuPage County Major Crimes Task Force and the DuPage Felony Investigative Assistance Team (FIAT), in coordination with the DuPage County Association of Chiefs of Police recognized the benefit of consolidating both task force entities into a single county-wide task force that includes DuPage County Sheriff's Police. The pooling of resources into a combined county-wide entity would lead to the expedient solution of serious crimes, critical incidents, and other law enforcement endeavors.

MERIT will be governed by a twelve (12) member Executive Board and will operationally consist of three operational sections: 1) Tactical Operations 2) Special Operations and 3) Investigative operations. Total personnel assigned to the task force is estimated at 300. Annual dues will be \$4000.00 per agency.
(see exhibit "A" IPSA)

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

This item was approved by the Public Safety Committee on June 10, 2019

ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 19-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT
TO JOIN THE DUPAGE METROPOLITAN EMERGENCY RESPONSE AND
INVESTIGATION TEAM (MERIT)**

WHEREAS, the Village of Willowbrook, DuPage County, of the State of Illinois (the "Village") is a duly constituted public agency of the State of Illinois; and

WHEREAS, the Village, as a public agency of the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the Village; and

WHEREAS, the Village recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency; and

WHEREAS, a given public agency can, by entering into an Intergovernmental Police Service Assistance Agreement (the "Intergovernmental Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof, for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

WHEREAS, in order to have an effective Intergovernmental Agreement for law enforcement resources and services, the Village recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters; and

WHEREAS, the Village recognizes the need to develop an effective Intergovernmental Agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into an Intergovernmental Agreement for law enforcement services and resources with other like-minded public agencies; and

WHEREAS, the Village also recognizes the need for the existence of a public agency, formed by an Intergovernmental Agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to an Intergovernmental Agreement for law enforcement services and resources; and

WHEREAS, the Village has been provided with the Intergovernmental Agreement which has been reviewed by the elected officials of the Village, and which other public agencies in the County of DuPage, State of Illinois are prepared to execute, in conjunction with the Village, in

order to provide and receive law enforcement mutual aid services, as set forth in the Intergovernmental Agreement; and

WHEREAS, it is the anticipation and intention of the Village that this Intergovernmental Agreement will be executed in counterparts as other public agencies choose to enter into the Intergovernmental Agreement and strengthen the number of signatory public agencies and resources available from those public agencies; and

WHEREAS, it is the anticipation and intent of the Village that the Intergovernmental Agreement will continue to garner support and acceptance from other currently unidentified public agencies who will enter into the Intergovernmental Agreement over time, and be considered as if all signatory public agencies to the Intergovernmental Agreement had executed the Intergovernmental Agreement at the same time.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, County of DuPage, State of Illinois, as follows:

SECTION 1: This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of an Intergovernmental Police Service Assistance Agreement and the Existence and Formation of the DuPage Metropolitan Emergency Response and Investigation Team (MERIT) by Intergovernmental Cooperation.

SECTION 2: The Resolution Authorizing the Execution of the Intergovernmental Agreement, a copy of which is attached hereto and made a part hereof, and the Existence and Formation of the DuPage Metropolitan Emergency Response and Investigation Team (MERIT) by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:

- a. Authorization to enter into a Certain Agreement. The Mayor of the Village of Willowbrook is hereby authorized to execute on behalf of the Village, and the Village Clerk is directed to attest to said signature, and deliver the Agreement known as the "Intergovernmental Police Service Assistance Agreement," and thereby enter into an intergovernmental agreement with such other public agencies of the County of DuPage, State of Illinois as are likewise willing to enter into said Intergovernmental Agreement, and recognize the existence and formation of the DuPage Metropolitan Emergency Response and Investigation Team, as set forth in the Intergovernmental Agreement. A copy of said Agreement is attached hereto as Exhibit "A" and made a part hereof.
- b. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED and APPROVED this 10th day of June, 2019.

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

 ABSENT: _____

EXHIBIT "A"

METROPOLITAN EMERGENCY RESPONSE AND INVESTIGATION TEAM (MERIT)
OF DUPAGE COUNTY INTERGOVERNMENTAL POLICE SERVICE
ASSISTANCE AGREEMENT

METROPOLITAIN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT

Recitals

This Intergovernmental Police Service Assistance (IPSA) Agreement is executed, in multiple counterparts, by the public agency shown upon last page hereof on the date that is set forth on the last page of this (IPSA) for the uses and purposes set forth herein.

Whereas, the undersigned public agency of the state of Illinois does hereby declare that it is in the best interest of the signatory public agency to make provision for law enforcement mutual aid in the event the undersigned public agency should need law enforcement mutual aid, and;

Whereas, the undersigned public agency of the State of Illinois recognizes that law enforcement mutual aid is most effective if those public agencies who could potentially benefit from law enforcement mutual aid are willing to provide law enforcement mutual aid to other public agencies who are willing to enter into a mutual aid agreement such as this Intergovernmental Police Service Assistance (IPSA) Agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement mutual aid, to wit, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 2020/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement mutual aid system, it is reasonable and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement mutual aid by and among signatory public agencies to the Intergovernmental Police Service Assistance (IPSA) Agreement, and;

Whereas, this IPSA is made in recognition of the fact that natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a given public agency; each public agency which signs a copy of this IPSA intends to aid and assist the other participating public agencies during an emergency or disaster by temporarily assigning some of the responding public agencies resources, equipment and/or law enforcement personnel to the requesting public agency as circumstances permit and in accordance with the terms of this IPSA; the specific intent of this IPSA being to safeguard the lives, persons and property of citizens of the County of DuPage and the State of Illinois during an emergency, law enforcement need, or disaster by enabling other public agencies to provide additional resources, equipment and/or law enforcement personnel as needed and;

Whereas, the establishment of MERIT, as described below, eliminates the need for and will combine existing IPSA organizations, FIAT and the MCTF under MERIT'S authority enhancing intergovernmental law enforcement capacity and communication while further promoting efficient operational structure to enhance positive public safety outcomes for the citizens of its members in a cost effective manner.

METROPOLITAIN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

Whereas all units of local government signing this Agreement shall be referred to herein as Participating Agencies.

Now, therefore, the undersigned public agency does hereby enter into this IPSA with each and every other public agency which signs a counterpart copy of this IPSA and agrees and contracts as follows:

Section 1. Incorporation of Recitals.

The foregoing Recitals are incorporated herein and shall constitute material elements of this IPSA Agreement.

Section 2. Purpose.

Participating Agencies recognize that in certain situations the lawful use of law enforcement personnel and equipment to perform law enforcement duties outside of the territorial limits or jurisdiction of that unit of local government is desirable and reasonable in order to promote the preservation and protection of the health, safety and welfare of the public.

Section 3. Power and Authority.

A. Rendering and Requesting Aid. Each Participating Agency agrees that all other Participating Agencies and their employees rendering aid or assistance under this agreement shall be vested with the same jurisdictional powers and authority as the Participating Agency and its employees to which they are rendering aid or assistance, even should that unit of local government's boundaries extend beyond the geographic boundaries of DuPage County. Each "Participating Agency" approving this IPSA Agreement) agrees to render and request mutual law enforcement personnel, equipment, resources and facilities ("Resources") to and from other Participating Agencies to the extent such Resources not required for adequate protection of the Participating Agency. The discretionary judgment of each Participating Agency, by its police chief, director of public safety or his/her designee, as to the amount of its resources available to render aid shall be final.

B. Command and Employment. Law enforcement personnel of a Participating Agency commanded by their superior authority to perform duties under this IPSA Agreement within the jurisdiction of a requesting Participating Agency shall be under the direction and authority of the chief law enforcement officer, or his or her designee, of the requesting Participating Agency. However, at all times such law enforcement personnel from a responding Participating Agency shall remain employees of the responding Participating Agency and such Agency shall be solely responsible for all compensation, benefits, and insurance coverages owed such employees.

METROPOLITAIN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

C. Reimbursement. Except as otherwise agreed to in writing between a requesting and responding Participating Agency, all Resources provided under this IPSA Agreement shall be provided without reimbursement to the responding Participating Agency from the requesting Participating Agency.

D. Withdrawal or Termination: Any Participating Agency may withdraw or terminate its participation in this Agreement upon sixty (60) day written notice to The MERIT board's chairperson. All annual fees payable to MERIT shall be paid prior to the effective date of withdrawal or termination and shall not be refunded or prorated: the obligation being annual regardless of the date of withdrawal or termination.

E. MERIT Member Termination. The chairperson may terminate a Participating Members membership in Merit upon 60 days written notice to the Participating Member of its failure or refusal to pay its annual fees. If a Participating Agency becomes a Requesting Participating Agency before the expiration of the 60 days it shall be obligated to pay MERIT the full annual fee for that year.

F. Dissolution. The Executive Board may vote to dissolve the MERIT Organization in accordance with the provisions stated herein. Dissolution may be considered at a regular meeting or special meeting called for consideration of the dissolution. A quorum of all directors of the MERIT Organization must be in attendance at any regular or special meeting at which dissolution is considered. Dissolution must be approved by a two-thirds vote of the directors in attendance. All participating agencies shall be given fourteen days' notice of the meeting date where the dissolution vote is on the agenda. Dissolution will not become effective until 90 days from the date the Resolution of Dissolution is adopted. The chairperson will immediately notify all members of the MERIT Organization of the dissolution. The Chairperson shall be authorized to effect the dissolution of the MERIT Organization upon adoption of a Resolution of Dissolution and shall be responsible for winding up the affairs of the MERIT Organization.

Section 4. Insurance and Indemnification.

A. Insurance. Each Participating Agency shall procure and maintain, at its sole and exclusive expense, insurance coverages which cover the Participating Agency, its Resources, and any liability for providing such Resources to a requesting Participating Agency in no less than the minimum amounts as follows:

1. Commercial General Liability (Including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

METROPOLITAIN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
 4. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.
 5. The above listed minimum amounts of coverage shall not apply to self-insured Agencies.
- B. **Indemnification.** Each Participating Agency agrees that it shall be responsible for defending itself and indemnifying its own officers or employees in any action or dispute arising in connection with, or as a result of, this IPSA Agreement bought by non-party's to the Agreement. The requesting Participating Agency also agrees that this IPSA Agreement shall not give rise to any liability or responsibility for the failure of any other Participating Agency to respond to any request for assistance.
- C. Reciprocal waiver and release. Except as provided in subsection D of this Section 4, each Participating Agency hereby waives, releases, and discharges all other Participating Agency's from any and all claims, actions, causes of action, injuries, deaths, costs or expenses resulting from any actionable error or omission of that Participating Agency in its performance of this Agreement at the request of a requesting Participating Agency.
- D. **Defense.** In the event that DuPage Metropolitan Emergency Response and Investigation Team (MERIT) is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Participating Agency requesting aid shall be responsible, at its sole cost, for the defense of MERIT in such lawsuit, claim or action.

Section 5. DuPage Metropolitan Emergency Response and Investigation Team

- A. **Authority.** The DuPage Metropolitan Emergency Response and Investigation Team (MERIT) shall carry out the mutual aid roles and responsibilities of the Participating Agencies and is not a separate, independent public agency under 5 ILCS 220/2. All Participating Agencies shall be members of The DuPage Metropolitan Emergency Response and Investigation Team. The DuPage Metropolitan Emergency Response and Investigation Team shall be governed by an Executive Board that shall be responsible for developing bylaws, rules, and regulations to carry out the terms and conditions of this IPSA Agreement provided such rules and regulations are not inconsistent with the terms of this IPSA Agreement. Participating Agencies agree to abide by all rules and regulations properly adopted and approved by The DuPage Metropolitan Emergency Response and Investigation Team Executive Board. Each Participating Agency agrees not to hold itself out as an agent of The DuPage Metropolitan Emergency Response and

METROPOLITAIN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

Investigation Team and will instruct each of its employees that they are not to hold themselves out as employees or agents of The DuPage Metropolitan Emergency Response and Investigation Team.

- B. A copy of MERIT's initial by-laws are attached hereto and incorporated herein as if fully set forth a group exhibit 1. The by-laws may be amended by MERIT's executive board, without amendment of this Agreement in accordance with the terms of those by laws, except that amendments to the by-laws which increase MERIT's budget and result in a request to a Participating Agency for an increased payment shall not become effective until approved in the sole discretion of the corporate authorities of the Participating Member. If the Corporate Authorities of a Participating Member refuse or fail to pay a budget obligation to MERIT, the Chairperson shall proceed with termination as Set forth in Section 3 E.
- C. Executive Board. The MERIT Executive Board shall consist of twelve (12) persons comprised of the following:
 - a. The MERIT Coordinator and three Deputy Coordinators.
 - b. The DuPage County Sheriff
 - c. Five (5) Chief Executive Officers from Participating Agencies.
 - d. A current Executive Board member of the DuPage County Chiefs of Police Association.
 - e. DuPage County States Attorney Designee (non-voting member).

Section 6. Effective Date and Term. This IPSA Agreement shall become effective upon its adoption by ordinance by at least two units of local government. Upon adoption of an ordinance approving this IPSA Agreement, a unit of local government shall be deemed a Participating Agency. Additional units of local government may become Participating Agencies upon prior approval of the MERIT Executive Board which approval shall not be unreasonably withheld.

Section 7. General Conditions.

- A. Amendment. No amendment or modification to this IPSA Agreement shall be effective unless and until the amendment or modification is in writing and properly approved by each Participating Agency.
- B. Binding Effect and Assignment. The rights and obligations in this IPSA Agreement bind the Participating Agencies and may not be assigned or transferred.
- C. Third Party Beneficiary. There are no third person beneficiaries of this Agreement for any purpose whatsoever. Nothing in this Agreement shall be interpreted or deemed to constitute a waiver or compromise of any and all statutory or common law immunities or privileges available to Participating members, their employees,

METROPOLITAIN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

agents and assigns, which are asserted by all Participating Members to the full extent allowed by law.

- D. **Governing Laws and Venue.** This IPSA Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. The exclusive venue for the enforcement of the provisions of this IPSA Agreement or its construction or interpretation shall be in a court of law located in DuPage County, Illinois.
- E. **Entire Agreement.** This IPSA Agreement constitutes the entire agreement between the Participating Agencies and supersedes all prior agreements and negotiations between them, whether written or oral relating to the subject matter of this IPSA Agreement.
- F. **Waiver.** The failure of a Participating Agency to exercise at any time any rights under this IPSA Agreement shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect a Participating Agency's right to enforce such rights or any other rights.

SIGNATURE PAGES ATTACHED

**METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION
TEAM (MERIT) OF DUPAGE COUNTY**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year above written.

VILLAGE OF WILLOWBROOK

By:

Frank Trilla
Mayor

Attest:

Leroy Hansen **Date**
Village Clerk

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT)

By:

Chairperson of the MERIT Executive Board Date

By:

Vice Chairperson of the MERIT Executive Board **Date**

Metropolitan Emergency Response & Investigation Team (MERIT) of DuPage County

MERIT POLICY STATEMENT:

In 2018, the leadership of the DuPage County Major Crimes Task Force and the DuPage Felony Investigative Assistance Team (FIAT), in coordination with the DuPage County Association of Chiefs of Police recognized the benefit of consolidating both task force entities into a single county-wide task force that includes the DuPage County Sheriff's Police. The pooling of resources into a combined county-wide entity would lead to the expedient solution of serious crimes, critical incidents, and other law enforcement endeavors.

These agreements and regulations are made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of the individual community to deal with effectively in terms of manpower and equipment resources on hand at a given time. Each community has and does express its intent to assist its neighbor communities by assigning some of its manpower and equipment resources to an affected community as resources and situations allow. The specific intent of these protocols is to permit the Police Departments of each community to more fully safeguard the lives, persons, and property of all the citizens.

We strongly emphasize that no city or village will assert jurisdiction where none exists, and that MERIT will not operate at cross purposes with any assisting agency. In view of the fact that some cases comprise a Federal violation as well as a State violation, the use of MERIT will not be extended where such dual jurisdiction exists, unless it be by mutual agreement with Federal authorities.

ORGANIZATION:

MERIT shall be governed by a twelve-member Executive Board; five variable and seven static positions. The five variable positions consist of the Chairperson, Vice-Chairperson, Treasurer, Secretary, & Immediate Past Chairperson. Static positions on the Executive Board include, the MERIT Coordinator, Deputy Coordinators (3), DuPage County Sheriff, DuPage County Chiefs of Police Association Executive Board Member Chief, and the DuPage County States Attorney (non-voting).

The MERIT Chairperson, Vice Chairperson, Secretary, Treasurer, and Immediate Past Chair shall serve as a member of the Executive Board for two (2) consecutive years.

The election of the MERIT Chair and Vice Chairperson shall be held biennially and must be the Chief Executive Officer of a MERIT member agency. With the exception of the inaugural MERIT Executive Board, the Chair and Vice Chair shall be elected by a majority vote of the member agency's CEO's at the annual membership meeting. The election shall be by ballot. If there is but one nominee for the office, the election may be by voice vote. The inaugural MERIT Executive Board will be approved by majority vote at a general membership meeting of the DuPage County Chiefs of Police Association.

The remaining variable positions of Secretary and Treasurer shall be appointed by the Chairperson of the applicable year to a two-year term of office and must be the Chief Executive Officer of a MERIT member agency. Multiple officers from a single agency may not concurrently serve on the Executive Board. No individual may concurrently hold more than one position on the Executive Board.

Vacancies on the Executive Board shall be filled within 60 days.

Objections to rules or actions by the MERIT Executive Board may be made by any member. Objections by members will be brought to a vote by the general membership and decided by a majority vote.

OPERATIONS POLICY

The MERIT Executive Board shall appoint the MERIT Coordinator, Deputy Coordinators, and Commanders of each MERIT Component. Supervisory and Team Leader positions will be filled by the component Commanders with approval by the MERIT Executive Board. These appointments shall be selected from MERIT member agencies.

MEMBERSHIP:

Membership shall be limited to Illinois law enforcement agencies, as defined by Illinois Statute, in DuPage County.

Requests for membership, other than the inaugural members of FIAT, DuPage Major Crimes, Naperville PD, and the DuPage County Sheriff, must be reviewed and endorsed by the Executive Board. The Executive Board shall consider the requesting agencies commitment to provide personnel to the MERIT components. Only those requests that have received the endorsement of the Executive Board will be brought before the Participating Agencies CEO's for consideration at the annual MERIT membership meeting.

Membership shall be approved or disapproved by a majority vote of those member agencies present at the annual membership meeting or at a special meeting convened by the Chairperson of the Executive Board.

Membership may be suspended or revoked in those instances in which a member agency:

- Fails to meet their obligations in accordance with these bylaws or the MERIT Intergovernmental Police Service Agreement (IPSA);
- or is found to be responsible for behavior detrimental to law enforcement or whose continued membership would prove detrimental to MERIT.

Membership may only be suspended or revoked by a two-thirds vote of the member agencies.

The member agency shall have the opportunity to appear before the membership prior to any vote to suspend or revoke their membership.

The Chairperson of the Executive Board may convene a special meeting of the member agencies for the purpose of determining an agency's membership status (e.g. request for membership, suspension or revocation).

MEETINGS:

The Executive Board shall meet on a monthly basis. The date, time, and location of these meetings shall be determined by the Chairperson. Written notice stating the location, day, and time of any meeting of the membership shall be delivered either personally, by mail, fax, or electronic mail to each member entitled to vote at such meeting, not less than five (5) days before the date of the meeting by, or at the discretion, of the Chairperson, Secretary, or the Executive Board members calling the meeting. If mailed, the notice shall be deemed delivered when deposited in the U.S. Mail.

The membership shall meet on an annual basis. The annual membership meeting shall occur in April. The date, time, and location of the meeting shall be determined by the Executive Board. Special meetings of the Executive Board or member agencies may be called by the Chairperson, if MERIT business so dictates.

The Chairperson may suspend, cancel, or delay meetings if they are in conflict with other law enforcement activities. The Chairperson shall preside over all meetings. In the absence of the Chairperson, the Vice-Chair shall preside. An agenda and meeting minutes shall be made available to all member agencies prior to, and following a meeting.

OPERATIONS POLICY

RULES OF ORDER:

The rules contained in *Roberts Rules of Order* (current edition) shall govern MERIT in all cases to which they are applicable, and in which they are not inconsistent with the bylaws of MERIT.

Seven (7) voting members of the Executive Board, one of which must include the Chairperson or Vice Chairperson, shall constitute a quorum at Executive Board meetings.

All matters put to a vote at the Executive Board meetings shall be decided by a majority vote of the board, unless otherwise stated in these bylaws.

The presence of a majority of the member communities shall constitute a quorum at the annual membership meeting.

All matters put to a vote at the annual membership meeting shall be decided by a majority vote. Member agency Chief Executive Officers shall each have one vote.

COMMITTEES:

The Executive Board shall create such committees as are deemed necessary to accomplish the purpose and needs of MERIT.

OPERATIONAL COMPONENTS:

MERIT shall be comprised of nine (9) operational components:

- Crisis Negotiations
- SWAT
- K-9 Response
- Major Crash Reconstruction
- Incident Management Assistance Team (IMAT)
- Planned Events
- Crime Scene Investigation
- Computer Forensics
- Investigations
- Major Crimes / OIS
- Intelligence

Police officers assigned to a MERIT component shall be restricted to full-time, salaried, commissioned law enforcement officers of the participating law enforcement agency.

MERIT COORDINATOR, DEPUTY COORDINATORS, AND COMMANDERS:

The MERIT Coordinator, Deputy Coordinators, and Commanders will be appointed by the Executive Board and shall serve at their discretion.

The MERIT Coordinator will act as a liaison to all the member agencies in overseeing the day-to-day affairs of MERIT, particularly during inactive periods.

The MERIT Coordinator shall be assisted by the three Deputy Coordinators. A Deputy Coordinator shall serve as the Coordinator during those instances in which the Coordinator is unavailable.

OPERATIONS POLICY

The MERIT Coordinator shall:

- Ensure the maintenance of pertinent call-out information, i.e. contact names and phone numbers at member agencies.
- Disseminate reports, including summaries of MERIT activations. Compile an annual report on a calendar year basis for distribution to all members.
- Disseminate a statistical analysis of MERIT activations, arrests, clearances, critical incidents, and results of investigations.
- At the direction of the Executive Board, and in conjunction with the component supervisor, develop or arrange training for MERIT members.
Oversee financial expenditures relating to MERIT by providing documentation to the Executive Board for approval prior to expenditures being made, except in an emergency where the approval of the President or the President's designee is authorized. Prepare fiscal reports to be distributed at the Executive Board quarterly meetings and the annual membership meeting.
- Maintain all records of MERIT.
- Consult with the Executive Board and advise them of the status of ongoing MERIT operations.

COMPONENT COMMANDERS:

Component Commanders will be appointed by the Executive Board and shall serve at their discretion.

The Deputy Coordinator overseeing Major Crash Reconstruction and IMAT shall serve as the Planned Events Component Coordinator.

The Commander of each component will:

- Maintain pertinent call-out information, i.e., contact names and phone numbers at member agencies.
- Oversee equipment assigned to the component.
- Ensure the preparation all reports, including summaries of MERIT activations.
Maintain a statistical analysis of MERIT activations, arrests, and clearances, by-products of the investigation, man-hours expended, leads investigated, and interviews conducted.
- At the direction of the Executive Board, develop or arrange training for MERIT members.

TRAINING:

Members of MERIT will be trained by the member agency, so that each will be able to handle any facet of a MERIT Operation. MERIT training may be provided to supplement and update departmental training, with the goal of enhancing MERIT. Lesson plans for MERIT component training will be approved by the Executive Board through the MERIT Coordinator. Component Commanders are responsible for maintenance of MERIT component training records. All MERIT lesson plans, training records, and related documents created for MERIT remain the property of MERIT and must be authorized for use outside of MERIT by the Executive Board.

PROCEDURES FOR ACTIVATION OF MERIT:

MERIT activations are considered the highest priority and take precedence over normal duty assignments. However, MERIT recognizes the need for member agencies to maintain sufficient staffing levels, and as such does not require an agency to immediately release a component member if doing so would compromise that agency's effectiveness. Member agencies are expected to make every effort to replace and release on-duty component members as soon as possible. Component members will become subordinate to the component supervisor until the termination of the activation.

OPERATIONS POLICY

Patrol supervisors from member jurisdictions have the authority to request the activation of a MERIT component. The request to activate a component can be made by contacting the designated PSAP or MERIT Coordinator.

The Lombard Police Department will notify the component commander of the request. The component commander will review the request and, if appropriate, authorize the activation of the component.

Requests for assistance for Planned Events should go directly to the Deputy Coordinator overseeing same. Requests for the Computer Forensics component may be made by directly contacting the component Commander. The MERIT Chairperson, or designee, must authorize a response request from a non-member agency.

The Chairperson of the Executive Board shall have the authority to authorize the activation and deployment of a MERIT component in those instances not expressly permitted by policy, if doing so is based on an exigent need and all other law enforcement resources have been depleted or are not available.

COMMAND STRUCTURE DURING ACTIVATIONS:

The requesting agency incident commander during any MERIT activation shall be designated by the Chief Executive Officer of the requesting agency. The command structure utilized by any MERIT component during an activation will be consistent with that component's operations policy.

FISCAL YEAR:

The fiscal year of MERIT shall be from May 1st to April 30th.

DUES:

Annual dues shall be \$4,000. Annual dues shall be invoiced prior to May 15th. Dues must be paid by June 30th of the applicable fiscal year. Changes to the annual membership dues of MERIT by the Executive Board shall be approved by majority roll-call vote by the participating member agencies CEO at the annual membership meeting.

PERIODIC POLICY REVIEW:

The MERIT Executive Board will review this policy annually and recommend changes as necessary. Changes to the bylaws must be approved by the MERIT member agencies in the manner outlined in the "Rules of Order".



The DuPage Metropolitan Emergency Response
& Investigation Team - MERIT



DuPage County Chief of Police Association

The Shared Services Subcommittee of the DuPage County Chiefs of Police Association Executive Board

Sheriff James Mendrick
Chief John Madden
Chief Ray Turano
Chief Dave Anderson
States Attorney Robert Berlin
Chief Steve Herron
Chief Anthony Romanelli
Chief Brian Cunningham
Chief Robert Marshall
Chief Robert Toerpe
Chief Shanon Gillette
Chief James Gunther
Chief Bob Guerrieri



CURRENT

DuPage County Major Crimes Task Force

Felony Investigative Assistance Team (FIAT)

DuPage County Sheriff

- Crime Scene Investigation
- SWAT
- Computer Forensics
- K-9

DuPage County Chiefs IMAT

JULY 1, 2019 ONE COUNTYWIDE TASKFORCE

DuPage County Metropolitan Emergency Response & Investigation Team - MERIT

- Nine Operational Components
 - Crisis Negotiations
 - SWAT
 - K-9 Response
 - Major Crash Reconstruction
 - Incident Management Assistance team (IMAT)
 - Planned Events
 - Crime Scene Investigation
 - Computer Forensics
 - Major Crimes
 - Investigations / Intelligence / OIS



MERIT Intergovernmental Police Service Agreement – IPSA

The language in the IPSA was approved by:

- Intergovernmental Risk Management Association (IRMA)
- DuPage County States Attorney
- Ancel Glink Law Firm
- Walsh, Knippen, & Cetina Law Firm



GOVERNANCE

MERIT will be governed by a twelve (12) member Executive Board. The Executive Board will initially meet monthly and then possibly transition to quarterly meetings. Member agencies will meet annually.

Chairperson – Chief Ray Turano
Vice Chairperson – Chief James Gunther
Immediate Past Chairperson – Chief Dave Anderson
Secretary – Chief Brian Cunningham
Treasurer – Chief Steve Herron
DuPage County Sheriff James Mendrick
DuPage Chiefs Executive Board Representative – Chief John Madden
States Attorney Robert Berlin (non-voting)
MERIT Coordinator – Chief Anthony Romanelli
Deputy Coordinator – Deputy Chief Jason Cates
Deputy Coordinator – Deputy Chief Tim Roberts
Deputy Coordinator – Deputy Chief Tom Stefanson



FINANCIAL

Annual Dues \$4,000 per agency.

Monarch Accounting Group of Burr Ridge will be MERIT CPA

- \$1,000 to \$2,000 per quarter (dependent on our demands)
- CPA's \$175 to \$200 per hour

Will require QuickBooks monthly subscription, to work with accounting firm

Will apply as a 501 (c) 6 IRS Organization

- Non-for-profit taxable

Will have EIN/FEIN issued IRS numbers for issuance of W-9's

Will need to open a new bank account

Some Executive Board members will need to supply personal information to IRS



Will need a detailed budget proposal

Will need to prepare 3 year projections for MERIT

Will need to produce set of by-laws

To accept money from FLAT, Major Crimes and DuPage Chiefs (IMAT)

- Finance Sub-Committee
 - 3 year review of revenues and expenditures
 - To include producing random expenditures
 - Finance Committee will review and produce its own “audit”



MERIT Structure

MERIT consists of the operational sections:

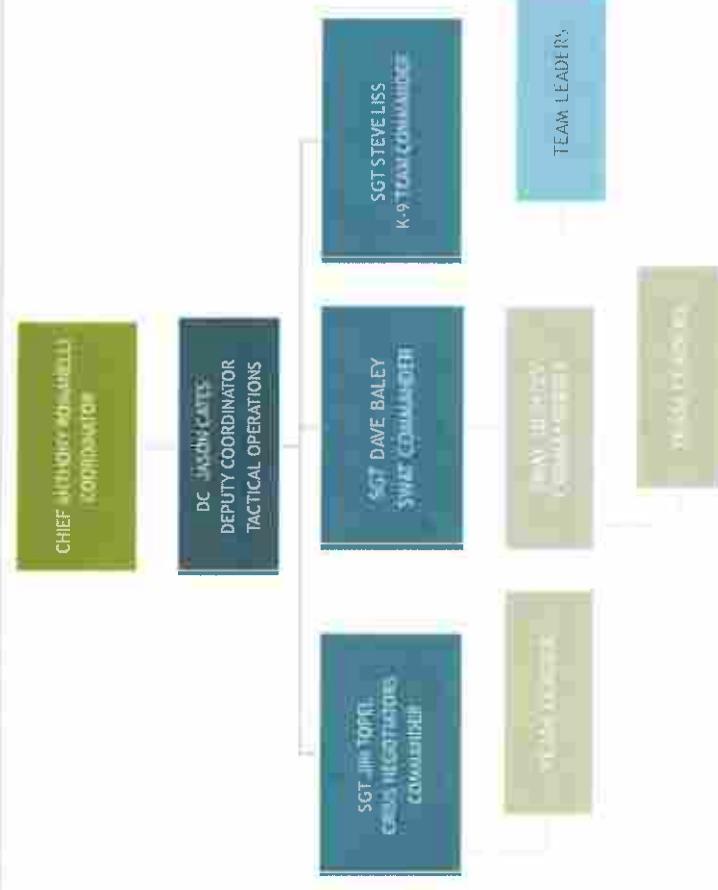
1. Tactical Operations
2. Special Operations
3. Investigative Operations

We are estimating approximately 275 to 300 personnel assigned to the this task force.



DuPage County Chief of Police Association

PAGE METROBOC ITAN EMERGENCY RESPONSE AND INVESTIGATIONS TEAM





DUPAGE METROPOLITAN EMERGENCY RESPONSE AND INVESTIGATIONS TEAM

CHIEF ANTHONY MOWELL
CO-CHIEF OF STAFF

DC TIM ROBERTS
DEPUTY COORDINATOR
SPECIAL OPERATIONS

INVESTIGATIONS

PLANNED: EVENTS

IMAT COMMANDER

1ST JOE GRAVE
MAJOR CRASH TEAM
RECONSTRUCTION
COMMANDER

DISASTER RELIEF

DISASTER RELIEF



DuPage County Chief of Police Association



DUPAGE METROPOLITAN EMERGENCY RESPONSE AND INVESTIGATIONS TEAM

CHIEF ANTHONY
ROMANELLI
Coordinator

DEPARTMENT OF
WELLNESS AND
REHABILITATION

METROPOLITAN
CORONER'S
FORENSICS
LABORATORY

CHIEF OF STAFF
METROPOLITAN
POLICE DEPARTMENT

CHIEF OF STAFF
Metropolitan
Police Department

CHIEF OF STAFF
Metropolitan
Police Department



TIMELINE

MERIT becomes operational July 1, 2019

IPSA's and Bylaws will be emailed to all Police Chiefs today.

Please return two signed IPSA's to Chief Ray Turano no later than July 1, 2019.

QUESTIONS?

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE AN AGREEMENT WITH OXCART SYSTEMS TO MANAGE AND ISSUE THE SPECIAL VEHICLE HAULING PERMITS FOR OVERWEIGHT AND OVERSIZE VEHICLES TRAVELING ON VILLAGE ROADWAYS AND TO FURTHER AUTHORIZE OXCART TO ACT AS AN AGENT OF THE VILLAGE, TO ASSESS A PERMIT APPLICATION FEE FROM APPLICANTS AS PART OF THE PERMITTING PROCESS.

AGENDA NO. 5e**AGENDA DATE:** 06/10/2019**STAFF REVIEW:** Robert Schaller**SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian**SIGNATURE:** **RECOMMENDED BY VILLAGE ADMIN.:** Michael Mertens**SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

In the October 2018 meeting, the Village of Willowbrook Public Safety Committee discussed the use of Oxcart Permit Systems to collect special hauling permit fees for overweight/oversize vehicle. The Village of Willowbrook currently collects these fees via mail or in person at the Village Hall under ordinance 8-7-6: Maximum Size of Vehicle; Permits and 8-7-17: Maximum Gross Weight of Vehicles; Permits and the deputy clerk issues the permits. Upon review, the committee agreed to use Oxcart Permit Systems as a way to issue, manage, and collect permit fees online. The use of Oxcart Permit System is more consistent with how neighboring jurisdictions collect similar permit fees and is known as a standard method of permit fee collection in the trucking industry. The use of Oxcart Permit System is no cost to the Village of Willowbrook and can be cancelled at any time.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

The Village Staff recommends the Willowbrook Village Board to adopt a Resolution for Oxcart Permit Systems to issue and collect special hauling permits for overweight/oversize vehicles on behalf of the Village of Willowbrook.

ACTION PROPOSED: Adopt Resolution

RESOLUTION NO. 19-R-

A RESOLUTION APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE AN AGREEMENT WITH OXCART SYSTEMS TO MANAGE AND ISSUE THE SPECIAL VEHICLE HAULING PERMITS FOR OVERWEIGHT AND OVERSIZE VEHICLES TRAVELING ON VILLAGE ROADWAYS AND TO FURTHER AUTHORIZE OXCART TO ACT AS AN AGENT OF THE VILLAGE, TO ASSESS A PERMIT APPLICATION FEE FROM APPLICANTS AS PART OF THE PERMITTING PROCESS.

BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that the certain Agreement with Oxcart Permit Systems is approved and the Chief of Police is hereby authorized and directed to execute, on behalf of the Village of Willowbrook, an Agreement with Oxcart Permit Systems, attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

BE IT FURTHER RESOLVED that Oxcart Permit Systems is hereby authorized to act as the Village of Willowbrook's agent to assess an application fee from permit applicants in an amount less than fifteen dollars (\$15.00) per applicant as part of the application process.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED AND APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook on this 10th day of June, 2019.

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

Oxcart Permit Systems
Agreement

IMPORTANT – THIS IS A LEGAL AGREEMENT BETWEEN YOU ("You" or the "Authorized User") AND OXCART PERMIT SYSTEMS, LLC ("We" or "Company"). BEFORE ACCESSING OR USING ANY PART OF THE www.oxcartpermits.com, YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS TERMS OF SERVICE AGREEMENT (the or this "TOS") AS THEY GOVERN YOUR ACCESS TO AND USE OF THIS Company WEB SITE AND ANY PROGRAMS, SERVICES, TOOLS, MATERIALS, OR INFORMATION AVAILABLE THROUGH THE Company WEBSITE OR USED IN CONNECTION THEREWITH (collectively, the or this "Company Website"). Company IS WILLING TO LICENSE AND ALLOW THE USE OF THIS Company WEBSITE ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS TOS. IF YOU DO NOT AGREE WITH THIS TOS, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE Company WEBSITE AND ARE INSTRUCTED TO EXIT THE Company WEBSITE IMMEDIATELY.

TERMS AND CONDITIONS

- 1. LICENSE GRANT.** The Company Website is provided by Company, and this TOS provides to you a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to use the Company Website and any programs, services, tools, materials, or information made available through or from the Company Website conditioned on your continued compliance with the terms and conditions of this TOS. This TOS permits you to use and access for personal or business purposes only the Company Website (i) on a single laptop, workstation, or computer and (ii) from the internet or through an online network. You may also load information from the Company Website into your laptop, workstation, or computer temporary memory (RAM) and print and download materials and information from the Company Website solely for your personal or business use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information. If you are using the Company Website on behalf of a company or other form of entity, please note that such a company or entity may have a separate agreement with Company regarding access and usage privileges for the Company Website, including, without limitation, a member services agreement with Company. Nevertheless, your personal use of the Company Website will be subject to the obligations and restrictions regarding use of the Company Website as set forth in this TOS.
- 2. RESTRICTIONS.** The foregoing license is limited. You may not use copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit any data provided by Company through the Company Website in any manner not expressly permitted by this TOS. In addition, you may not modify, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use in any manner not expressly permitted herein the Company Website. Moreover, you may not (i) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Company Website or in any way reproduce or circumvent the navigational structure or presentation of the Company Website to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Company Website, (ii) attempt to gain unauthorized access to any portion or feature of the Company Website, including, without limitation, the account of another Authorized User(s), or any other systems or networks connected to the Company Website or to any Company server or to any of the services offered on or through the Company Website, by hacking, password "mining," or any other illegitimate or prohibited means, (iii) probe, scan, or test the vulnerability of the Company Website or any network connected to the Company Website, nor breach the security or authentication measures on the Company Website or any network connected to the Company Website, (iv) reverse look-up, trace, or seek to trace any information on any other Authorized User or visitor to the Company Website, (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Company Website or Company's systems or networks or any systems or networks connected to the Company Website, (vi) use any device, software, or routine to interfere with the proper working of the Company Website or any transaction conducted on the Company Website, or with any other person's use of the Company Website, (vii) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to Company on or through the Company Website, (viii) use the Company Website to harvest or collect email addresses or other contact information; (ix) market, co-brand, private label, separately distribute, resell, or otherwise permit third parties to access and use the Company Website (or any part thereof) without Company express, separate, and prior written permission, or (x) use the Company Website in a unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact Company.
- 3. USER OBLIGATIONS.** By downloading, accessing, or using the Company Website in order to view our information and materials or submit information of any kind, you represent that you are at least the legal age of majority and will, at all times, provide true, accurate, current, and complete information when submitting information or materials on the Company Website, including, without limitation, when you provide information via a Company Website registration or submission form. If you provide any false, inaccurate, untrue, or incomplete information, Company reserves the right to terminate immediately your access to and use of the Company Website. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the Company Website. Without limiting the generality of the foregoing, you agree that you shall not use nor disclose to any other party in a manner not permitted by this TOS any personally identifiable information, which you receive or which is made available from Company in connection with this TOS. This TOS is also expressly made subject to any applicable export laws, orders, restrictions, or regulations. You shall not export the

Company Website (or access thereto) without complying with such laws, orders, restrictions, or regulations. In addition, you also acknowledge and agree that use of the Internet and access to or transmissions or communications with the Company Website is solely at your own risk. While Company has endeavored to create a secure and reliable Company Website, you should understand that the confidentiality of any communication or material transmitted to/from the Company Website over the Internet or other form of global communication network cannot be guaranteed. Accordingly, Company is not responsible for the security of any information transmitted to or from the Company Website. You agree to assume all responsibility concerning activities related to your use of the Company Website, including, providing any support or meeting any requirements of your contracts with third parties, obtaining and paying for all licenses and costs for third-party software and hardware necessary for implementation of the Company Website, and maintaining and backing up any data. Any support, training, updates, upgrades, or maintenance of or for the Company Website shall only be available through the sole discretion of Company or pursuant to the terms and conditions of a separate written agreement with Company.

4. DELIVERY OF INFORMATION. When using and/or to facilitate the operation of certain features of the Company Website, you may provide Company with additional content or information (a "Posting"). In connection with delivering and providing to Company any such Posting, you hereby and automatically grant to Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right and license (through multiple tiers) to copy, distribute, create derivative works from, display, modify, reformat, transmit, and otherwise use any such content or information as necessary in connection with the Company Website and Company's service obligations in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content or information. With respect to any such content or information, you must also obtain at your sole expense all necessary consents, rights, permissions, and clearances (and provide Company with reasonable proof thereof (if requested)) required for Company to use such content or information in connection with Company's services and the Company Website. Notwithstanding the foregoing, you acknowledge and agree that Company shall not be responsible for any failures, inoperability, delays, or problems caused by your failure to obtain the necessary rights, clearance or permission or to provide any necessary content or information for your use of the Company Website in a timely or accurate manner. Moreover, Company assumes no responsibility for the deletion of or failure to store any content or information. The company will not store any electronic data in excess of 90 days unless prior arrangements have been made between you and the Company.

5. OTHER TERMS AND CONDITIONS. Additional notices, terms, and conditions may apply to membership, receipt of services, participation in a particular program, conference, training, or seminar, Authorized User registration with the Company Website, and/or to other specific portions or features of the Company Website, all of which are made a part of this TOS by this reference. In particular, this TOS, in and of itself, shall not entitle you to any of the Company membership benefits until you execute and Company accepts Company's member services agreement with Company. You agree to abide by such other notices, terms, and conditions. If there is a conflict between this TOS and the terms posted for or applicable to a specific portion of the Company Website, the latter terms shall control with respect to your use of that portion of the Company Website. Company's obligations, if any, with respect to its programs, services, tools, materials, or information are governed solely by the terms, conditions, notices, and agreements pursuant to which they are provided, and nothing on this TOS should be construed to alter such terms, conditions, notices, and agreements.

6. USER NAME HANDLING AND DATA RETENTION POLICY. Registration as an Authorized User for access to certain areas of the Company Website, namely, the Company member area, may require both a user name and a password. Only one Authorized User can use one user name and password. By limiting access, it helps avoid unauthorized usage by other persons or entities because anyone with knowledge of both your user name and password can gain entry to the Company Website and to your account. Accordingly, by using the Company Website, you agree to consider your user name and password as confidential information and to keep your user name and password confidential. You also agree not to use another Authorized User's user name and password. You will immediately notify Company if you become aware of any loss or theft of your password or any unauthorized use of your user name and password. Company cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. Company reserves the right to delete or change (with notice) a user name or password at any time and for any reason. Company reserves the right to limit the storage of data for any authorized user or account for ninety (90) days.

7. PRIVACY POLICY. You understand, acknowledge, and agree that the operation of certain programs, services, tools, materials, or information of the Company Website requires the submission, use, and dissemination of various personal identifying information. Accordingly, if you wish to access and use those programs, services, tools, materials, or information of the Company Website, you acknowledge and agree that your use of the Company Website will constitute acceptance of Company's personal identifying information collection and use practices. Please see Company's Privacy Policy for a summary of Company's personal identifying information collection and use practices.

8. POSTINGS. This Company Website may contain blogs, message boards, comment areas, questionnaires, chat rooms, and other interactive features where Authorized Users can share and display certain Postings. To the extent that the Company Website contains such communication forums (collectively, "Forums"), you agree that by using the Company Website you will not post or transmit any of the following materials on the Company Website's Forums:

- a. anything that interferes with or disrupts the Company Website or the operation thereof,
- b. statements or material that defames, harasses, abuses, stalks, threatens, intimidates, or in any way infringes on the rights of others,

- c. unauthorized copyrighted materials or any other material that infringes on the intellectual property rights, trade secrets, or privacy of others,
- d. statements or material that violates other contractual or fiduciary rights, duties, or agreements,
- e. statements or material that is bigoted, hateful, or racially offensive,
- f. statements or material that encourages criminal conduct or that would give rise to civil liability or otherwise violates any law or regulation in any jurisdiction,
- g. statements or material that constitutes anti-competitive collaboration and/or antitrust violations,
- h. statements or material that contains vulgar, obscene, profane, or otherwise objectionable language or images that typically would not be considered socially or professionally responsible or appropriate in person,
- i. statements or material that harms minors,
- j. statements or material that impersonates any other person or entity, whether actual or fictitious, including, without limitation, employees and representatives of Company,
- k. statements or material that misrepresents your affiliation with any entity and/or Company,
- l. anything that violates the privacy or publicity rights of any other person, including, without limitation, displaying any personal identifying information of another individual,
- m. chain letters or pyramid schemes,
- n. statements or material that constitutes junk mail, spam, or unauthorized advertising or promotional materials,
- o. statements or material that are "off-topic" for a designated Forum, and
- p. files that contain malicious code, viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer, network, or the Company Website.

As Forums are public, the Authorized User experience is enhanced if you follow the foregoing and following guidelines. Please use netiquette. Please do not post any content or information of a personal nature, such as video or audio of friends and family. Please be succinct and stay on topic within a particular Forum. Please remember to respect others and their opinions. Company encourages open and sincere communication, but urges all Authorized Users to remember that Forums are intended to be a resource for all.

9. PERMISSION TO USE POSTINGS. You represent that you have all necessary rights to make the Posting available to Company and a Forum, and you also acknowledge that such Postings are non---confidential for all purposes and that Company has no control over the extent to which any idea or information may be used by any party or person once it's posted or displayed. Accordingly, notwithstanding this right and license, it is understood that by merely permitting your information, content, and materials to appear on the Company Website, Company has not become and is not a publisher of such information, content, and materials and is merely functioning as an intermediary to enable you to provide and display a Posting. Moreover, Company assumes no responsibility for the deletion of or failure to store any Posting and recommends that you do not post, display, or transmit any confidential or sensitive information.

10. NO PRE-SCREENING OF POSTINGS. Company is not responsible for screening, policing, editing, or monitoring your or another Authorized User's Postings and encourages all of its Authorized Users to use reasonable discretion and caution in evaluating or reviewing any Posting. Moreover, and except as provided below with respect to Company's right and ability to delete or remove a Posting (or any part thereof), Company does not endorse, oppose, or edit any opinion or information provided by you or another Authorized User and does not make any representation with respect to, nor does it endorse the accuracy, completeness, timeliness, or reliability of any advice, opinion, statement, or other material displayed, uploaded, or distributed by you or any other Authorized User. Nevertheless, Company reserves the right to delete or take other action with respect to Postings (or parts thereof) that Company believes in good faith violate this TOS and/or are, or are potentially, unlawful or harmful to Company or its products, services, and goodwill. If you violate this TOS, Company may, in its sole discretion, delete the unacceptable content from your Posting, remove or delete the Posting in its entirety, issue you a warning, and/or terminate your use of the Company Website. Moreover, it is a policy of Company to take appropriate actions under the Digital Millennium Copyright Act under U.S. Copyright Law and other applicable intellectual property laws. If you become aware of Postings that violate these rules regarding acceptable behavior or content, you may contact Company as provided below.

11. PROPRIETARY RIGHTS. This TOS provides only a limited license to access and use the Company Website. Accordingly, you expressly acknowledge and agree that Company transfers no ownership or intellectual property interest or title in and to the Company Website to you or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Company Website, unless otherwise indicated, are owned, controlled, and licensed by Company and its successors and assigns and are protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national, and international laws and regulations. Except as expressly provided herein, Company does not grant any express or implied right to you or any other person under any intellectual or proprietary rights. Accordingly, your unauthorized use of the Company Website may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes. Please be aware that Company does enforce its intellectual property rights to the fullest extent of the law and, in particular and without limitation, with respect to illegal use of terms confusingly similar to any of Company's trademarks. This Company Website is Copyright © 2013 Oxcart Permit Systems, LLC and/or its licensors. All rights reserved. Company also owns a copyright in the contents of the Company Website as collective work and/or compilation and in the selection, coordination, arrangement, and enhancement of the content of the Company Website. Any

downloadable or printable programs, directories, databases, information, or materials available through the Company Website and all copyrights, trade secrets, and know-how related thereto, unless otherwise indicated, are owned by Company. Oxcart Permit Systems, LLC, Company, the Company logo, and all other names, logos, and icons identifying Company and its programs, products, and services are proprietary trademarks of Company, and any use of such marks, including, without limitation, as domain names, without the express written permission of Company is strictly prohibited. Other service and entity names mentioned herein may be the trademarks and/or service marks of their respective owners.

12. FEEDBACK AND SUBMISSIONS. Company welcomes your feedback and suggestions about Company's products or services or the Company Website. By transmitting any suggestions, information, material, or other content (collectively, "feedback") to Company, you represent and warrant that such feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey to Company and enable Company to use such feedback. In addition, any feedback received through the Company Website will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license for Company to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the contrary.

13. LINKS TO OTHER SITES. Company may provide links, in its sole discretion, to other sites on the World Wide Web for your convenience in locating or accessing related information, products, and services. These sites have not necessarily been reviewed by Company and are maintained by third parties over which Company exercises no control. Accordingly, Company expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party Web sites. Moreover, these links do not imply an endorsement with respect to any third party or any Web site or the products or services provided by any third party.

14. THIRD-PARTY PRODUCTS/SERVICES. Company, in its sole discretion, may post the advertisements of third parties on the Company Website and/or feature materials, programs, products, and services provided by third parties, including, without limitation, Company's members. Company makes no representations with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, reliability, or correct sequencing of such third-party materials, programs, products, and services or any other materials, programs, products, and services which such third-party materials, products, and services may access. Your correspondence or any other dealings with third parties found on the Company Website are solely between you and such third party. Accordingly, Company expressly disclaims responsibility and liability for all third-party provided materials, programs, products, and services contained on or accessed through the Company Website, and you agree that Company shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such third parties on the Company Website.

15. DISCLAIMER. WHILE Company ENDEAVORS TO PROVIDE RELIABLE INFORMATION, SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS, THE INFORMATION, SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS AVAILABLE ON OR THROUGH THE Company WEBSITE ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. Company IS ALSO NOT RESPONSIBLE FOR ANY POSTINGS PROVIDED BY YOU THAT ARE AVAILABLE THROUGH OR FROM THE Company WEBSITE. MOREOVER, Company MAY MAKE MODIFICATIONS AND/OR CHANGES IN THE Company WEBSITE OR IN THE INFORMATION, SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS AVAILABLE ON THE Company WEBSITE AT ANY TIME AND FOR ANY REASON. YOU ASSUME THE SOLE RISK OF MAKING USE AND/OR RELYING ON THE INFORMATION, SERVICES, PROGRAMS, AND MATERIALS AVAILABLE ON THE Company WEBSITE. Company MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE RESULTS THAT CAN BE ACHIEVED FROM OR THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE INFORMATION, SERVICES, PROGRAMS, AND MATERIALS AVAILABLE ON THE Company WEBSITE FOR ANY PURPOSE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. Company ALSO MAKES NO REPRESENTATION OR WARRANTY THAT THE Company WEBSITE WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION OR THAT ANY FILES OR INFORMATION THAT YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES.

16. LIMITATION OF LIABILITY. You expressly absolve and release Company from any claim of harm resulting from a cause beyond Company's control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes, or other labor problems, wars, or governmental restrictions. MOREOVER, IN NO EVENT SHALL Company BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE Company WEBSITE, WITH THE DELAY OR INABILITY TO USE THE Company WEBSITE, OR FOR ANY INFORMATION, SERVICES, PROGRAMS, PRODUCTS, AND MATERIALS AVAILABLE THROUGH THE Company WEBSITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF Company HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY OF Company FOR ANY REASON

WHATSOEVER RELATED TO USE OF THE Company WEBSITE SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO Company IN CONNECTION WITH THE SUBJECT MATTER OF THE PARTICULAR DISPUTE DURING THE PRIOR THREE MONTHS.

17. INDEMNITY. You agree to defend, indemnify, and hold harmless Company and affiliates and all of their respective employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising from any breach by you of this TOS.

18. NOTICE OF SECURITY BREACH. In addition to the foregoing indemnification obligation, if you discover or are notified of a breach or potential breach of security with respect to any personally identifiable information provided or made available by Company, you shall immediately (i) notify Company of such breach or such potential breach and (ii) if the applicable data was in your possession or control, including, without limitation, in instances where such possession or control was permitted by this TOS at the time of such breach or potential breach, you shall immediately (a) investigate such breach or such potential breach, (b) inform Company of the results of such investigation, (c) assist Company using commercially reasonable efforts in maintaining the confidentiality of such information, and (d) assist Company as reasonably necessary to enforce Company's rights and to enable Company to comply with any state or federal law requiring the provision of notice of any security breach with respect to any personally identifiable information of the affected or impacted data subjects.

19. GOVERNING LAW. This TOS has been made in and will be construed and enforced solely in accordance with the laws of the United States of America. You and Company each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction, and venue of the courts for any disputes between us under or arising out of this TOS. You also agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this TOS and acknowledge that either party may seek attorney's fees in any proceeding. Any claim you might have against Company must be brought within two (2) years after the cause of action arises, or such claim or cause of action is barred. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this TOS and is hereby disclaimed. Company makes no representation that the Company Website is appropriate or available for use in other locations outside the United States of America, and access to the Company Website from states, territories, or nations where any aspect of the Company Website is illegal is prohibited. You access the Company Website on your own volition and are responsible for compliance with all applicable local laws with respect to your access and use of the Company Website. A printed version of this TOS and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this TOS to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Please contact Company if you wish to receive a printed copy of this TOS.

20. ENFORCING SECURITY ON THE SITE. Actual or attempted unauthorized use of the Company Website may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. Company reserves the right to view, monitor, and record activity on the Company Website without notice or permission from you, including, without limitation, by archiving notices or communications sent by you through the Company Website. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Company Website as well as to disclosures required by or under applicable law or related government agency actions. Company will also comply with all court orders involving requests for such information. In addition to the foregoing, Company reserves the right, at any time and without notice, to modify, suspend, terminate, or interrupt operation of or access to the Company Website, or any portion of the Company Website, in order to protect the Company Website, Company, or Company's business.

21. TERM AND TERMINATION. This TOS and your right to use the Company Website will take effect at the moment you click "ACCEPT" or you install, access, or use the Company Website and is effective until terminated as set forth below. This TOS will terminate automatically if you click "REJECT". In addition, Company reserves the right at any time and on reasonable grounds, which shall include, without limitation, any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any term or condition of this TOS, to deny your access to the Company Website or to any portion thereof in order to protect its name and goodwill, its business, and/or other Authorized Users, and this TOS will also terminate automatically if you fail to comply with this TOS, subject to the survival rights of certain provisions identified below. Termination will be effective without notice. You may also terminate this TOS at any time by ceasing to use the Company Website, but all applicable provisions of this TOS will survive termination, as identified below. Upon termination, you must destroy all copies of any aspect of the Company Website in your possession. In addition to the miscellaneous section below, the provisions concerning Company's proprietary rights, feedback, indemnity, disclaimers of warranty, limitation of liability, and governing law will survive the termination of this TOS for any reason.

22. MISCELLANEOUS. You acknowledge that any breach, threatened or actual, of this TOS will cause irreparable injury to Company, such injury would not be quantifiable in monetary damages, and Company would not have an adequate remedy at law. You therefore agree that Company shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this TOS. Accordingly, you hereby waive any requirement that Company post any bond or other security in the event any injunctive or equitable relief

is sought by or awarded to Company to enforce any provision of this TOS. The parties agree that this TOS is for the benefit of the parties hereto as well as Company's licensors. Accordingly, this TOS is personal to you, and you may not assign your rights or obligations to any other person or entity without Company's prior written consent. Failure by Company to insist on strict performance of any of the terms and conditions of this TOS will not operate as a waiver by Company of that or any subsequent default or failure of performance. If any provision (or part thereof) contained in this TOS is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language. No joint venture, partnership, employment, or agency relationship exists between you and Company as result of this TOS or your utilization of the Company Website. Headings herein are for convenience only. This TOS, along with the Company's Privacy Policy, and accepted disclaimers made during use of the Company Website during the permit approval process, represents the entire agreement between you and Company with respect to use of the Company Website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Company with respect to the Company Website.

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LAW ENFORCEMENT AGREEMENT BETWEEN LEXISNEXIS COPLOGIC SOLUTIONS, INC. AND THE VILLAGE OF WILLOWBROOK

AGENDA NO. 5f**AGENDA DATE: 06/10/2019****STAFF REVIEW:** Robert Schaller**SIGNATURE:** *Robert Schaller/mms***LEGAL REVIEW:** Thomas Bastian**SIGNATURE:** *Tom Bastian/mms***RECOMMENDED BY VILLAGE ADMIN.:** Michael Mertens**SIGNATURE:** *Michael S Mertens***REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Illinois Department of Transportation (IDOT) receives 81% of the crash reports electronically statewide, the goal of IDOT is to reach 100% electronic submittal. Lexis-Nexus eCrash is an approved third-party vendor to the Illinois Department of Transportation. It offers end-to-end crash data management that streamlines and secures the entire report handling process from the report data capture, storage and access to analysis and distribution.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

Lexis-Nexus eCrash software and integration are provided at no cost to the Police Department. Lexis-Nexus eCrash assesses a convenience fee to citizens, insurers and other authorized parties who purchased accident reports online. The implementation of Lexis-Nexus eCrash was discussed and approved by the Public Safety Committee on 01/14/19.

ACTION PROPOSED: Adopt Resolution

RESOLUTION NO. 19-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF A LAW ENFORCEMENT AGREEMENT BETWEEN
LEXISNEXIS COPLOGIC SOLUTIONS, INC.
AND THE VILLAGE OF WILLOWBROOK**

WHEREAS, LexisNexis Coplogic Solutions, Inc. (hereinafter "LexisNexis") has developed a program and software to automate, manage, and store electronic data related to vehicle accidents (hereinafter the "Data"); and

WHEREAS, the Police Department of the Village of Willowbrook (hereinafter the "Village") is responsible for the documentation, retention, and management of the Data; and

WHEREAS, LexisNexis and the Village wish to enter into a Law Enforcement Agreement (hereinafter the "Agreement") to permit the Village to utilize LexisNexis's program to automate the Data, maintain the Data electronically, and disseminate the Data in accordance with applicable laws and regulations, a copy of which Agreement is attached hereto and made a part hereof; and

WHEREAS, it is in the Village's best interests to enter into said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois:

Section 1: That the Agreement to allow the Village to utilize LexisNexis's program, a copy of which Agreement is attached hereto and made a part hereof, is hereby approved.

Section 2: That the Mayor and the Village Clerk are hereby authorized to execute and attest to said Agreement on behalf of the Village of Willowbrook and to take all necessary steps to effectuate the terms thereof.

Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED and APPROVED this 10th day of June, 2019.

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Exhibit "A"

Agreement Between
LexisNexis Coplogic Solutions, Inc.
And
The Village of Willowbrook

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("Agreement") is dated _____ ("Effective Date") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("Provider"), and Willowbrook Police Department, with its principal place of operations at 7760 S Quincy Street, Willowbrook, Illinois 60527 ("Agency"). Provider and Agency may be referred to herein individually as a "Party" and collectively referred to as "Parties".

1. SCOPE. Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "Services") as described in an applicable order to this Agreement ("Order"). The parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "Report"). "Report" shall also include any associated or supplemental information provided with the Report including agency name, images and upload date, as applicable.

2. LICENSE AND RESTRICTIONS.

2.1 License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

- a. Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
- b. Agency shall not access or use Services from outside the United States without Provider's prior written approval; and
- c. Agency shall not use the Services to create a competing product or provide data processing services to third parties; and
- d. Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
- e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
- f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and
- h. Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
- i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

2.2 Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement.

Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

- 2.3 Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

- 3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3 On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at a rate in an amount to be agreed to by the parties in advance for each Provider employee who provides any on-site support.

4. FEES.

- 4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency in accordance with the provisions of the Local Government Prompt Payment Act. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right

to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of twelve percent (12%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency.

4.2. **Fees due to Agency.** Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("Agency Fee") purchased from the applicable eCommerce portal as set forth on an Order to this Agreement, including but not limited to purchases of Reports from the applicable eCommerce portal by an Affiliate (as defined in Section 16.1 below) of Provider or an Authorized Requestor. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fees collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center administration portal and its successor.

4.2.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

- 4.2.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- 4.2.1.2. When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
- 4.2.1.3. When a fee is not charged to an Authorized Requestor for the Report.

4.3. Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall exceed the amount a provider may legally charge an Authorized Requestor.

5. **RETENTION / DISTRIBUTION.** For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. Nothing in this Agreement shall prohibit Provider's Affiliates from purchasing Reports from the applicable eCommerce portal as set forth in an Order for Affiliate products and services. Provider or its Affiliates may distribute previously purchased Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with an applicable Order and all applicable laws and regulations.

6. TERMS AND TERMINATION.

6.1 **Term.** This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2 **Termination.**

6.2.1 Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2 Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3 Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3 **Effect of Termination.** Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

7. **RELEVANT LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information from a motor vehicle record obtained by Provider from state Departments of Motor Vehicles as those terms are defined by the Federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq., ("DPPA") and its state analogues ("DMV Data"), and that Agency is required to comply with the DPPA or its state analogues, as applicable. Agency agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.
- 7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(S), and 42 U.S.C. Sec. 17921(H), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at <http://www.lexisnexis.com/privacy/data/privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, including but not limited to requests under the Illinois Freedom of Information Act, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.
- 8.5. Open Records Act. Provider acknowledges that Agency is subject to the Illinois Freedom of Information Act ("FOIA"). Provider understands that the public shall have access to public records, unless the records are exempt and/or confidential under the law. Prior to any disclosure under the FOIA, Agency shall give Provider prompt written notice of such request. Provider shall have five

(5) days from the date it receives such notice to provide evidence of a statutory exemption under Illinois law sufficient to protect the information or obtain a protective order or equivalent from a court of competent jurisdiction. If information is disclosed pursuant to a request under the FOIA, Agency will take reasonable steps to limit any such provision of Confidential Information to the specific information requested. The Parties understand and agree that the failure by Provider to timely respond to the notice provided by Agency may result in the disclosure of the requested information pursuant to the FOIA.

8.6.

8.7. **Duration.** Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

8.8. **Return of Confidential Information.** Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.

8.9. **Injunctive Relief.** In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

8.10. **Other.** During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS. Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES. Agency represents and warrants to provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY. FOR PURPOSES OF THIS SECTION, "PROVIDER" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. INDEMNIFICATION. To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "indemnified parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "indemnifying parties"); (ii) the gross negligence or willful misconduct of the indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the indemnified Parties promptly notifying the indemnifying Parties in writing of any claims or suits.

13. LIMITATION OF LIABILITY. Subject to Paragraph 12 "Indemnification", To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by provider from agency (excluding pass through or out of pocket expenses) for the specific services from which liability arises during the twelve (12) month period immediately preceding the

event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant services are made available at no cost to agency, then in no event shall Provider's liability to agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE. Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that agency will be obligated to pay provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES. All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

16.1 Affiliates. Agency understands and agrees that certain Services furnished under this Agreement may actually be provided by one or more of Provider's Affiliates. For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder.

16.2 Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

16.3 Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

16.4 Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.5 Waiver, Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

16.6 Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.

16.7 Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

16.8 Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

16.9 Governing Law. The Agreement will be governed by and construed under the laws of the State of Illinois excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

(SIGNATURES ON THE FOLLOWING PAGE)

Agency: **Willowbrook Police Department**
Signature: _____
Printed Name: _____
Title: _____
Date: _____

Provider: **LexisNexis Coplogic Solutions Inc.**
Signature: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. **Data Protection.** Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
2. **Agency's Information Security Program.** Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
3. **Agency Security Event.** In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:
 - (i) provide immediate written notice to:
 - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - b) via email to (security.investigations@lexisnexis.com); or
 - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
 - (ii) promptly investigate the situation; and
 - (iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
 - (iv) if required by law, or in Provider' discretion, Agency shall:
 - a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
 - (v) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
 - (vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

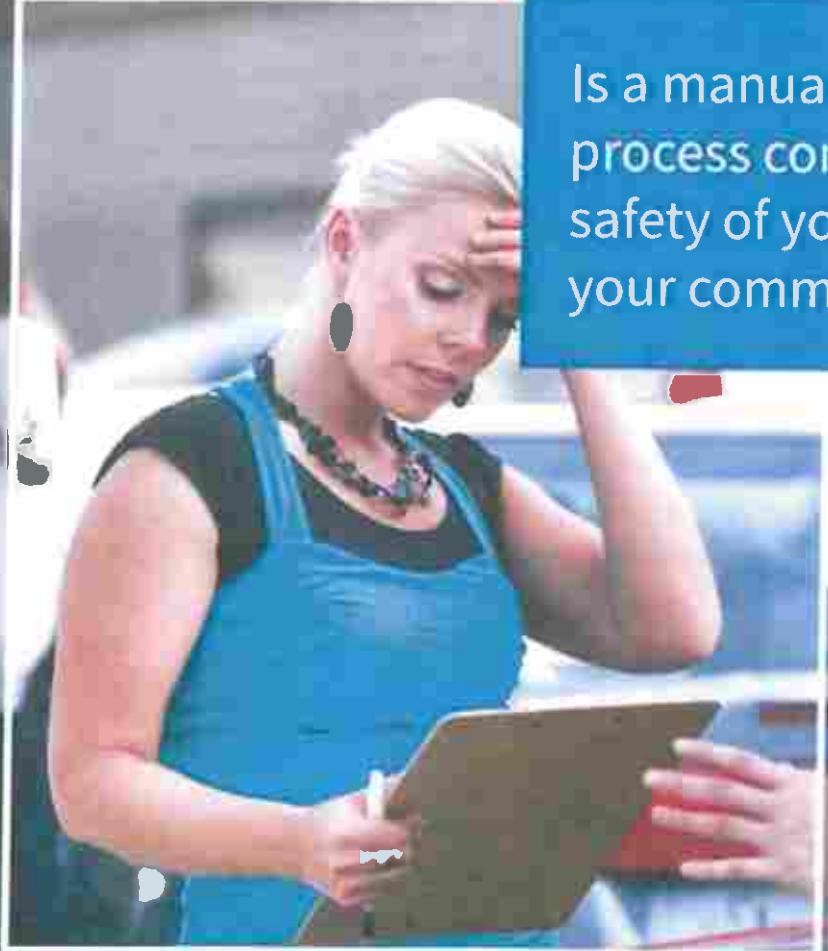
In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.



LexisNexis®

Coplogic® Solutions

LexisNexis® eCrash



Is a manual crash reporting process compromising the safety of your officers and your community?

A better solution exists and it's available to you, at no cost.



Streamline the crash reporting process from start to finish, and acquire the fresh insight you need to improve traffic safety and overall quality of life for the people you protect and serve.

LexisNexis® eCrash

For many law enforcement agencies, managing and distributing crash reports is an outdated, inefficient process that requires a lot of time, money and patience. That's because the work is often manual, which results in frequent delays, data entry errors and minimal process standardization.

LexisNexis® eCrash can help by bringing simplicity and efficiency to the handling of crash reports. By automating the reporting process—from the scene of the accident to public report distribution—it provides a highly secure, electronic data management resource that helps agencies deliver faster crash report data, while advancing traffic safety and the quality of life for the people they protect and serve.

Save time and money with a complete crash management solution, offered at no charge to agencies

Among the countless benefits of LexisNexis eCrash, two advantages are paramount. First, it offers an end-to-end crash data management solution that streamlines and secures the entire report handling process from report data capture, storage and access to analysis and distribution.

Second, at a time when many agencies are challenged with budget cuts, this solution is available at no cost to law enforcement. That means there is no cost to acquire the technology, customize it, implement it, integrate it with agency specific mobile software or update it. Instead, the system pays for itself by assessing a modest convenience fee to citizens, insurers and other authorized parties who purchase the accident reports.

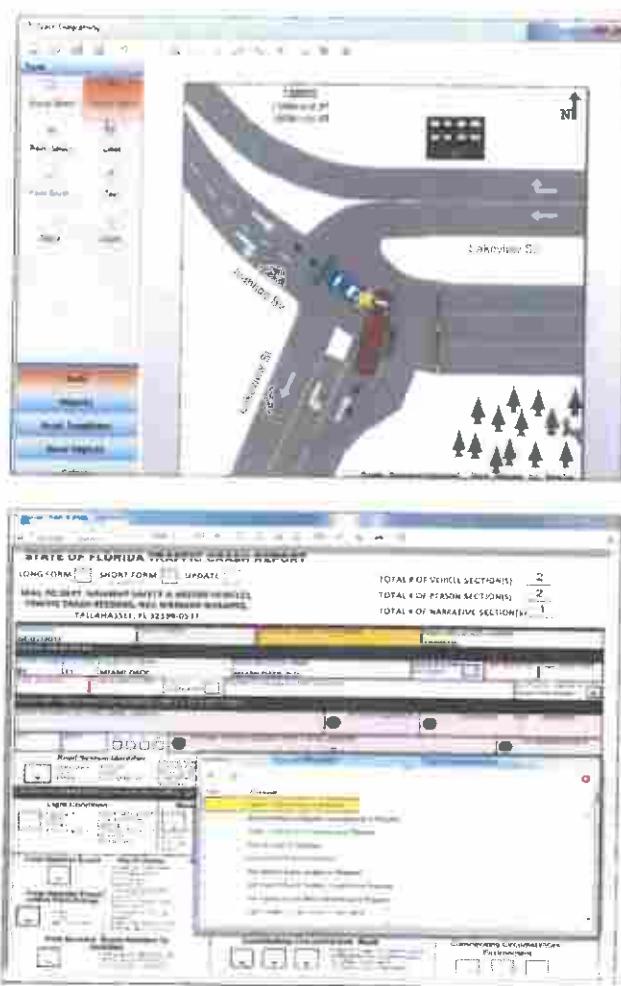
With LexisNexis eCrash, your agency can focus more on your core mission—providing the highest quality of public safety—and spend less time, manpower and money on tedious administrative details.

To provide an optimized crash reporting workflow, LexisNexis eCrash includes access to the following three service components.

LexisNexis Report Capture

Secure, fast onsite reporting for increased safety
Access customized, state-compliant report capabilities from an officer's laptop computer at the crash scene.

- Improves report quality and data integrity by eliminating duplicate keying errors.
- Speeds data capture to more quickly clear crash scenes.
- Enhances officer safety as they can complete reports in their patrol car.



LexisNexis Command Center

Streamlined reporting and real-time statistics for stronger safety tactics

Create a premium reporting workflow that ensures the utmost accuracy and process efficiency, and access comprehensive statistics and analytics that drive increased public safety.

- Simplify internal approvals by electronically managing crash reports.
- Boost public safety by accessing crash data by location, causation, external factors and more.
- Support nationwide investigations by searching for “persons of interest” based on crash-related criteria.

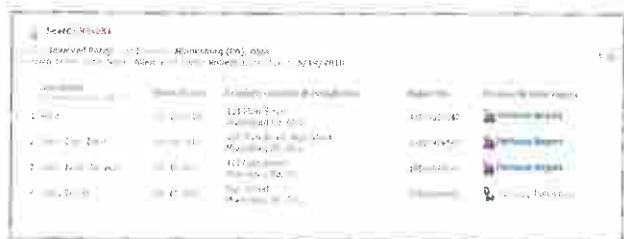


LexisNexis Police Reports

Reduce costs, increase efficiency and offer better service to citizens

Provide a convenient Web portal for purchasing crash reports online, that also allows you to easily track key metrics, including who purchased reports, when they purchased them, report revenue and more.

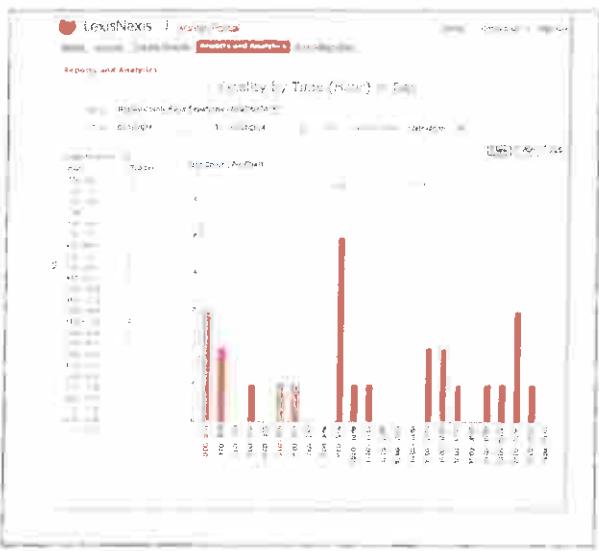
- Reduce in-person and phone requests by giving officers cards to distribute at the crash site, explaining how to access reports online.
- Improve report accessibility, dispersal and overall efficiency with 24/7 online availability.
- Enhance public service by allowing authorized parties to order their crash report from home.



A powerful investigative resource

With almost 400,000 new reports added to database each month, LexisNexis eCrash is a robust national database of crash reports and powerful investigative resource where data is shared exclusively by participating law enforcement agencies throughout the country.

Other available eCrash reports



LexisNexis®

Coplogic™ Solutions

About LexisNexis Risk Solutions

At LexisNexis Risk Solutions, we believe in the power of data and advanced analytics for better risk management. With over 40 years of expertise, we are the trusted data analytics provider for organizations seeking actionable insights to manage risks and improve results while upholding the highest standards for security and privacy. Headquartered in metro Atlanta USA, LexisNexis Risk Solutions serves customers in more than 100 countries and is part of RELX Group, a global provider of information and analytics for professional and business customers across industries. For more information, please visit www.lexisnexis.com/risk.

For more information, call 877.719.8806 or email solutionsinquiry@lexisnexisrisk.com

The eCrash service is not provided by "consumer reporting agency," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and does not constitute "consumer reports," as that term is defined in the FCRA. Accordingly, the eCrash service may not be used in whole or in part, directly or indirectly, in determining eligibility for credit, insurance, employment or for any other purpose that would qualify it as a consumer report under the FCRA. Due to the nature of the origin of public record information, the public records and commercially available data resources used in reports may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. This product or service aggregates and reports data, as provided by the public, credit and commercially available data sources, and is not a source of the data, nor is it a comprehensive compilation of the data. Before relying on any data, it should be independently verified. LexisNexis and the Knowledge Burst logo are registered trademarks of RELX Inc. Coplogic™ is a trademark of LexisNexis Coplogic Corporation. Other products and services may be trademarks or service marks of their respective companies. Copyright © 2017 LexisNexis. NXR01908-3-09 / r

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM 5.g. - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING SECTIONS 8-7-6 ENTITLED "MAXIMUM SIZE OF VEHICLES; PERMITS;" AND 8-7-17 ENTITLED "MAXIMUM GROSS WEIGHT OF VEHICLES; PERMITS;" OF CHAPTER 7 ENTITLED "CONDITION OF VEHICLES" OF TITLE 8 ENTITLED "TRAFFIC REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

AGENDA NO. 5g

AGENDA DATE: 06/10/2019

STAFF REVIEW: Robert Schaller, Chief of Police

SIGNATURE: Robert Schaller /m

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: Tom Bastian /m

RECOMMENDED BY: Mike Mertens, Interim Village Administrator

SIGNATURE: Mike Mertens

REVIEWED & APPROVED COMMITTEE: YES NO N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

In October of 2018, the Village of Willowbrook Public Safety Committee discussed the initiation of a commercial motor vehicle enforcement initiative. Among the items discussed were the Village's current oversize and overweight vehicle ordinances, sections 8-7-6 entitled "Maximum Size of Vehicles; Permits;" and 8-7-17 entitled "Maximum Gross Weight of Vehicles; Permits;" of the village code. These two ordinances were enacted in 1995 and 1984 respectively and contained various outdated sections. It was proposed that the two ordinances be combined into one which address both overweight and oversize vehicles in a manner consistent with current law and neighboring jurisdictions. With the help of commercial motor vehicle enforcement officers from other jurisdictions, a new ordinance was developed which changed the permit fees and fines structure to be consistent with the industry norms and removed all outdated language.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

The village staff recommends that the new ordinance 8-7-6 entitled "MAXIMUM SIZE AND WEIGHT OF VEHICLES; PERMITS;" be adopted in place of the current ordinance and 8-7-17 entitled "MAXIMUM SIZE AND WEIGHT OF VEHICLES; PERMITS;" be repealed.

ACTION PROPOSED: Adopt Ordinance.

ORDINANCE NO. 19-0-_____

AN ORDINANCE AMENDING SECTIONS 8-7-6 ENTITLED "MAXIMUM SIZE OF VEHICLES; PERMITS;" AND 8-7-17 ENTITLED "MAXIMUM GROSS WEIGHT OF VEHICLES; PERMITS;" OF CHAPTER 7 ENTITLED "CONDITION OF VEHICLES" OF TITLE 8 ENTITLED "TRAFFIC REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

WHEREAS, personnel of the Village Police Department have reviewed Title 8, Chapter 7 of the Village Code of Ordinances; and

WHEREAS, upon said review it has been determined that it is necessary, proper and in the best interests of the health, safety and welfare of the Village and its residents to amend Sections 8-7-6 and 8-7-17 of Chapter 7, Title 8 of the Village Code of Ordinances in the manner hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION ONE. Section 8-7-6 entitled "Maximum Size of Vehicles; Permits;" of Chapter 8 entitled "Condition of Vehicles" of Title 8 entitled "Traffic Regulations" of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois is amended in its entirety to read as follows:

"8-7-6: MAXIMUM SIZE AND WEIGHT OF VEHICLES; PERMITS:

(A) Oversized and Overweight Vehicles, Permit Required: It shall be unlawful for any person to drive or move on, upon or across or for the owner to cause or knowingly permit to be driven or moved on, upon or across any Village road or highway, any vehicle or vehicles, unladen or with load, of a size and weight exceeding the limitations stated in the Illinois Vehicle Code, 625 ILCS 5/15-100 et.al., without first having obtained a valid permit to do so from the Village Police Department.

(B) Application For Permit:

1. The Chief of Police or his or her designee is hereby authorized to receive, investigate and determine the propriety of requests to transport or move oversized and overweight vehicles over, upon or across the Village roads and highways, to require written application therefor, and to issue permits therefor consistent with the public health, comfort, safety and welfare and the reasonable preservation of the Village roads and highways. As a condition of the issuance of any permit, the Village, through its Police Department, shall have the power to regulate the date, time, route and conditions, safety equipment and measures to be employed in making any such movement. The Chief of Police or his or her designee shall process all applications within one business day of the receipt of a complete and proper application. Said applications and permits shall be made and granted upon such forms as the Police Department may, from time to time, reasonably provide, which includes electronic application and payment processing using online (internet) services.

2. Permits may be applied for and granted in accordance with the following schedule:

(a) Fees for oversized and overweight vehicles. Fees for special permits to move a vehicle which is oversized and overweight shall be paid by the applicant to the Village at the following rates:

Single Trip (5 days)	50.00
Round Trip (10 days)	80.00
Quarterly (90 days)	250.00
Annual (365 days)	1000.00

(b) Fees for legal weight but oversized vehicles. Fees for special permits to move legal weight, oversized vehicles, shall be paid by the applicant to the Village, at the following rates:

Single Trip (5 days)	25.00
Round Trip (10 days)	40.00
Quarterly (90 days)	200.00
Annual (365 days)	800.00

(C). Exemptions: The following vehicles shall be exempt from permit fees, but must have a permit if so required by provisions of the Illinois Vehicle Code (625 ILCS 5/1-100 et seq):

1. Fire trucks and all other emergency response vehicles;
2. Garbage and recycling trucks;
3. State, County and Municipal public works vehicles including vehicles privately owned but performing duties under contract to the State, Village or County;
4. Implements of husbandry; and
5. Vehicles owned or operated by the United States government or any department or agency thereof.

(D) Officers To Weigh Vehicles And Require Removal Of Excess Loads:

1. Any Village police officers having reasonable cause to believe that the weight of a vehicle and load is in violation of the provisions of this Section 8-7-6 shall require the driver to stop and submit to a weighing of the same either by means of portable or stationary scales. If such scales are not available to the place where such vehicle is stopped, the police officer shall require that such vehicle be driven to the nearest available scale that has been tested and approved by the Illinois Department of Agriculture.
2. Whenever a Village police officer, upon weighing of vehicle and load, determines that the weight is unlawful, such officer shall require the driver to stop the vehicle at a suitable place and remain standing until such portion of the load is removed as may be necessary to reduce the weight of the vehicle to the limit permitted under this Section 8-7-6 or to the limit permitted under the terms of a permit issued pursuant to subsection (B) of this section, and shall forthwith arrest the owner, operator, lessee or driver thereof. All material so

unloaded shall be cared for by the owner or operator of the vehicle at the risk of such owner or operator."

SECTION TWO. Section 8-7-17 entitled "Maximum Gross Weight of Vehicles; Permits: of Chapter 7 entitled "Condition of Vehicles" of Title 8 entitled "Traffic Regulations" of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, is hereby repealed.

SECTION THREE. Any ordinance or portion of any ordinance in conflict with the provisions of this Ordinance is expressly repealed solely to the extent of said conflict.

SECTION FOUR. This Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication, in pamphlet form, in the manner provided by law.

PASSED and APPROVED this _____ day of June, 2019.

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy Hanson,
Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

MOTION – A MOTION TO APPROVE THE 2018 MOTOR FUEL TAX (MFT) ROADWAY MAINTENANCE PROGRAM – PAY ESTIMATE NO. 2 AND FINAL – M&J ASPHALT PAVING COMPANY, INC.

AGENDA NO. 5.H.**AGENDA DATE:** 06/10/2019**STAFF REVIEW:** Michael Mertens**SIGNATURE:** Michael Mertens**LEGAL REVIEW:** Thomas Bastian**SIGNATURE:** Tom Bastian / mon**RECOMMENDED BY VILLAGE ADMIN.:** Michael Mertens**SIGNATURE:** Michael Mertens**REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

At its regular meeting on May 29, 2018, the Village Board approved a contract with M&J Asphalt Paving Company, Inc. to complete the 2018 Motor Fuel Tax (MFT) Roadway Maintenance Program as designed by Christopher B. Burke Engineering. The MFT Program included the resurfacing of .76 miles of roadways within the southwest quadrant of the Village, full depth patching on various streets through the Village, replacement of defective concrete curb and pedestrian sidewalk along 79th Street, crack sealing, and replacement of worn pavement markings.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

The work is complete, and the contractor has submitted a request for payout No. 2 and Final.

Total Work Completed	\$183,484.65
Less Pay Request No. 1	\$131,926.19
Pay Estimate No.2 & Final	\$51,558.46

The Village Engineer and Staff recommends that the Mayor and Village Board authorize Payout No. 2 – to M&J Asphalt Paving Company, Inc. in the amount of \$51, 558.46. Final waivers of lien and certified payroll reports must be submitted prior to the payment check being released. The authorized payment amount would be expended from the following fund: MFT 04-45-430-684 Street Maintenance Contract.

ACTION PROPOSED: Approve Motion



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

May 22, 2019

Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527

Attention: Michael Mertens

Subject: 2018 MFT Road Program – Pay Estimate No. 2 & Final
(CBBEL Project No. 90-144 H196)

Dear Michael:

As requested we have reviewed Pay Estimate No. 2 & Final (invoice dated April 30, 2019) sent via email on May 7, 2019 from M&J Asphalt Paving Company, Inc. for the work performed. Work included milling, sidewalk replacement, striping, curb replacement, patching and crack sealing.

Total Work Completed	\$183,484.65
Less Pay Request No. 1	\$131,926.19
Pay Estimate No. 2 & Final	\$51,558.46

We have verified the invoiced quantities and quality of work and therefore, it is our opinion that it would be appropriate for the Village to pay the invoice in the amount of \$51,558.46. Please note that when the contractor picks up the check, he will provide originals of the lien waivers.

If you have any questions or would like to further discuss this letter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Daniel L. Lynch'.

Daniel L. Lynch, PE, CFM
Head, Municipal Engineering Department



- INVOICE -

Asphalt Paving & Patching • Concrete Installation & Repair • Sealcoating • Striping • Excavating • Decorative Paving • Snow & Ice Control

M & J ASPHALT PAVING COMPANY, INC.

3124 S. 60th COURT
CICERO, ILLINOIS 60804
Suburbs 708/222-1200 · Chicago: 773/582-3555 · FAX 708/222-1213
www.mjasphaltpaving.com

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NUMBER
April 30, 2019	2018-0593	
P.O. NUMBER	WORK ORDER NO.	SHIP DATE

TO: Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527

JOB SITE: Village of Willowbrook
2018 MFT Road Program
Various Locations
Section No. 18-00000-01-GM

Attention: Tim Halik

ESTIMATE No. 2 & FINAL



PAGE 1 of 1

Asphalt Paving & Patching • Concrete Installation & Repair • Sealcoating • Striping • Excavating • Decorative Paving • Snow & Ice Control

Village of Willowbrook
2018 MFT Road Program
Various Locations
Section No. 18-00000-01-GM
April 30, 2019

Estimate # 2 & FINAL

ITEM	QUANTITY	UNIT PRICE	AMOUNT
1.) Bituminous Materials (Tack Coat)	6,548.00 LB.	0.01	\$ 65.48
2.) Hot-Mix Asphalt Surface Course, Mix "D", N50 (1-1/2 in.)	1,156.64 TON	66.35	\$ 76,743.06
3.) Sidewalk Removal	1,027.00 SQ FT	2.50	\$ 2,567.50
4.) Frames and Lids to be Adjusted	5.00 EACH	700.00	\$ 3,500.00
5.) Traffic Control And Protection, Standard 701501	1.00 L SUM	3,450.00	\$ 3,450.00
6.) Thermoplastic Pavement Marking - Letters and Symbols	162.00 SQ FT	3.95	\$ 639.90
7.) Thermoplastic Pavement Marking - Line 4 in. (White)	2,305.00 FOOT	0.69	\$ 1,590.45
8.) Thermoplastic Pavement Marking - Line 4 in. (Yellow)	500.00 FOOT	0.69	\$ 345.00
9.) Thermoplastic Pavement Marking - Line 6 in. (White)	222.00 FOOT	1.18	\$ 261.96
10.) Thermoplastic Pavement Marking - Line 12 in. (White)	33.00 FOOT	1.85	\$ 61.05
11.) Thermoplastic Pavement Marking - Line 24 in. (Stop Bar)	62.00 FOOT	3.95	\$ 244.90
12.) Pavement Marking Removal - Grinding	48.00 SQ FT	1.40	\$ 67.20
*13 Combination Curb and Gutter Removal	679.00 FOOT	10.50	\$ 7,129.50
*14 Combination Concrete Curb and Gutter, Type M-3.12 Abutting Existing Pavement (Special)	679.00 FOOT	28.00	\$ 19,012.00
*15 Portland Cement Concrete Sidewalk 5 Inch (Special)	787.00 SQ FT	7.00	\$ 5,509.00
*16 Detectable Warnings	90.00 SQ FT	25.00	\$ 2,250.00
*17 Hot-Mix Asphalt Surface Removal, 1-1/2 in. (Special)	6,369.00 SQ YD	1.85	\$ 11,782.65
*18 Class D Patch, 3 in. Surface (Special)	620.00 SQ YD	17.00	\$ 10,540.00
*19 Class D Patch, 6 in. (Special)	25.00 SQ YD	33.00	\$ 825.00
*20 Crackfilling (Special)	30,000.00 LB.	1.23	\$ 36,900.00
Estimate # 2 & FINAL TOTAL			\$ 183,484.65

Less <u>0%</u> Retention	\$ -
Subtotal	\$ 183,484.65
Amount Received	\$ 131,926.19
Amount Due Estimate # 2 & FINAL	\$ 51,558.46

FINAL WAIVER OF LIEN

STATE OF IL
COUNTY OF Will
} SS

Gty # _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by M & J Aspahl Paving
to furnish Labor & Materials
for the premises known as Village of Willowbrook
of which Village of Willowbrook is the owner.THE undersigned, for and in consideration of Thirty Six Thousand, Seven Hundred Seventy Nine Dollars & 66/100
(\$ 36,779.66) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of IL,
relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the
material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due
from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*DATE May 6, 2019 COMPANY NAME Denler, Inc.
ADDRESS 20502 S. Cherry Hill Rd., Joliet, IL 60433SIGNATURE AND TITLE John M. Marsteller

* Extras include but are not limited to change orders, both oral and written, to the contract.

STATE OF IL
COUNTY OF Will
} SS CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

The undersigned David J Denler being duly sworn, deposes
and says that he or she is President who is the
of Denler, Inc. contractor furnishing Crack Sealing work on the building
located at Various Village Streets
owned by Village of WillowbrookThat the total amount of the contract including extras* is \$ 36,779.66 on which he has received payment of
\$ 0.00 prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Denler, Inc.	Labor & Materials	36,779.66	0.00	36,779.66	0.00

Total Labor And Material Including Extras* To Complete	36,779.66	0.00	36,779.66	0.00
--	-----------	------	-----------	------

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done upon or in connection with said work other than above stated.

DATE May 6, 2019Signature: John M. Marsteller

Subscribed and sworn before me this

6th

day of

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

OFFICIAL SEAL
MCLEAN MARSTELLER
NOTARY PUBLIC STATE OF ILLINOIS
NOTARY PUBLIC EXPIRES 05/19/2019
MY COMMISSION EXPIRES 05/19/2019
Notary

FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF COOK

Gty# _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Willowbrook
to furnish Concrete and Asphalt Repairs
for the premises known as 2018 MFT Road Program: Section No. 18-00000-01-GM
of which Village of Willowbrook is the owner.

THE undersigned, for and in consideration of Fifty One Thousand Five Hundred Fifty Eight & 46/100
(\$ 51,558.46) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby
waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Illinois, relating to mechanics' liens, with respect to
and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the
moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or
machinery, furnished to this date by the undersigned for the above-described premises.

Given under MY hand and seal this
30th day of April 2019 this

Signature and Seal: 
Nick Distasio, Vice President

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer
signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned being duly sworn, deposes and says that he(she) is Nick Distasio, Vice President
of the M & J ASPHALT PAVING COMPANY, INC.

who is the contractor for the Concrete and Asphalt Repairs work on the building
located at 2018 MFT Road Program: Section No. 18-00000-01-GM
owned by Village of Willowbrook
That the total amount of the contract including extras is \$ 183,484.65 on which he(she) has received payment of
\$ 131,926.19 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished
material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering
into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material
required to complete said work according to plans and specifications.

NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
M & J Asphalt Paving Company, Inc.	Asphalt & Concrete	\$81,391.79	\$66,612.99	\$14,778.80	\$0.00
Mark-It Striping, Inc.	Thermoplastic	\$3,210.46	\$3,210.46	\$0.00	\$0.00
Ozinga	Concrete Material	\$4,840.00	\$4,840.00	\$0.00	\$0.00
K-Five Hodgkins LLC (K-Five Construct)	Asphalt Material	\$28,705.12	\$28,705.12	\$0.00	\$0.00
Route 66 Asphalt Co. (K-Five Constructors)	Asphalt Material	\$28,557.62	\$28,557.62	\$0.00	\$0.00
Deniar, Inc.	Crack Fill	\$36,779.66	\$0.00	\$36,779.66	\$0.00
TOTAL LABOR AND MATERIAL TO COMPLETE		\$183,484.65	\$131,926.19	\$51,558.46	\$0.00

*This waiver does not become effective until all checks given in consideration hereof have been honored and paid in full.

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done
or to be done upon or in connection with said work other than above stated.

Signed this 30th day of April 2019

Signature: 

Nick Distasio, Vice President

Subscribed and sworn to before me this 30th day of April 2019




Michael Denault
NOTARY PUBLIC

FINAL WAIVER OF LIEN

STATE OF IL
COUNTY OF Will

} ss

Gty # _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by M & J Aspahl Paving
to furnish Labor & Materials
for the premises known as Village of Willowbrook
of which Village of Willowbrook is the owner

THE undersigned, for and in consideration of Thirty Six Thousand, Seven Hundred Seventy Nine Dollars & 66/100
(\$ 36,779.66) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of IL,
relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the
material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due
from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE May 6, 2019 COMPANY NAME Denler, Inc.
ADDRESS 20502 S. Cherry Hill Rd., Joliet, IL 60433

SIGNATURE AND TITLE May 6, 2019

* Extras include but are not limited to change orders, both oral and written, to the contract.

STATE OF IL
COUNTY OF Will } ss CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

The undersigned David J Denler being duly sworn, deposes
and says that he or she is President who is the
of Denler, Inc. contractor furnishing Crack Sealing work on the building
located at Various Village Streets
owned by Village of Willowbrook

That the total amount of the contract including extras* is \$ 36,779.66 on which he has received payment of
\$ 0.00 prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Denler, Inc.	Labor & Materials	36,779.66	0.00	36,779.66	0.00

Total Labor And Material Including Extras* To Complete	36,779.66	0.00	36,779.66	0.00
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That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done upon or in connection with said work other than above stated

DATE May 6, 2019 Signature: May 6, 2019

Subscribed and sworn before me this 6th day of May 2019

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

OFFICIAL SEAL
MEGAN MARSTELLER
NOTARY PUBLIC STATE OF ILLINOIS 2019
NOTARY PUBLIC COMMISSION EXPIRES 05/19/2019
Notary

Dave Denler

President

do hereby state:

- (1) That I pay or supervise the payment of the persons employed by Denler, Inc on the Village of Willowbrook, the payroll period commencing on:

April 15, 2019 and ending on April 28, 2019

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Denler, Inc from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person. Other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A) Issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat 948,63 Stat.108, 72 Stat 967 76 Stat.357; 40. U.S.C 276c)

State Tax

Federal Tax

FICA

- (2) That any payrolls otherwise under the contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth at herein for each laborer or mechanic conform with the work he performed.

- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

- (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefits of such employees.

- (b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

- (c) EXCEPTIONS

EXCEPTIONS (CRAFT)	EXPLANATION
REMARKS	

NAME AND TITLE	SIGNATURE
Dave Denler President	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Certified Transcript of Payroll

Pay Period: 04/15/2019 - 04/28/2019

Contracting Body:
M & J Asphalt Paving
3124 60th Ave.
Cicero, IL 60804Project Name:
Village of Willowbrook Crack Sealing Project - 2018Contractor:
Denler, Inc.
20502 S Cherry Hill Road
Joliet, IL 60433**Employee:**Abel De La Torre
230 Tioga Ave. , Bensenville, IL 60106Gross Pay: \$1,367.04
Net Pay: \$1,050.87

Date:	County	Hours	O/T	Work Class	Reg Rate	O/T Rate	Fringe Rate
04/22/2019	DuPage	8		0 Labor	\$42.72	\$64.08	\$28.19
04/23/2019	DuPage	8		0 Labor	\$42.72	\$64.08	\$28.19

Antonio Lopez
338 Buckthorn Ln , Hillside, IL 60162Gross Pay: \$1,601.90
Net Pay: \$1,323.60

Date:	County	Hours	O/T	Work Class	Reg Rate	O/T Rate	Fringe Rate
04/22/2019	DuPage	8		0 Driving	\$38.41	\$57.62	\$20.36

Dave Crespo
2607 N. Parkside Ave. , Chicago, IL 60639Gross Pay: \$1,772.88
Net Pay: \$1,241.19

Date:	County	Hours	O/T	Work Class	Reg Rate	O/T Rate	Fringe Rate
04/22/2019	DuPage	8		0 Labor	\$42.72	\$64.08	\$28.19
04/23/2019	DuPage	8		0 Labor	\$42.72	\$64.08	\$28.19

Certified Transcript of Payroll

Pay Period: 04/15/2019 - 04/28/2019

Contracting Body:
M & J Asphalt Paving
3124 60th Ave.
Cicero, IL 60804Project Name:
Village of Willowbrook Crack Sealing Project - 2018Contractor:
Denler, Inc.
20502 S Cherry Hill Road
Joliet, IL 60433**Employee:**

David Peralta
8705 S. Francisco Ave., Evergreen Park, IL 60805

Gross Pay: \$1,367.04
Net Pay: \$1,112.09

Date:	County	Hours	O/T	Work Class	Reg Rate	O/T Rate	Fringe Rate
04/22/2019	DuPage	8		0 Labor	\$42.72	\$64.08	\$28.19
04/23/2019	DuPage	8		0 Labor	\$42.72	\$64.08	\$28.19

Elvis Rangel
120 Schorie Ave., Joliet, IL 60433

Gross Pay: \$1,772.88
Net Pay: \$1,450.92

Date:	County	Hours	O/T	Work Class	Reg Rate	O/T Rate	Fringe Rate
04/22/2019	DuPage	8		0 Labor	\$42.72	\$64.08	\$28.19

Francisco Gil
6329 Long Ave., Chicago, IL 60638

Gross Pay: \$1,772.88
Net Pay: \$1,386.04

Date:	County	Hours	O/T	Work Class	Reg Rate	O/T Rate	Fringe Rate
04/22/2019	DuPage	8		0 Labor	\$42.72	\$64.08	\$28.19
04/23/2019	DuPage	8		0 Labor	\$42.72	\$64.08	\$28.19

Certified Transcript of Payroll

Pay Period: 04/15/2019 - 04/28/2019

Contracting Body:

M & J Asphalt Paving
3124 60th Ave.
Cicero, IL 60804

Project Name:

Village of Willowbrook Crack Sealing Project - 2018

Contractor:

Denler, Inc.
20502 S Cherry Hill Road
Joliet, IL 60433**Employee:****James Spegon**
4044 Hennipin Dr , Joliet, IL 60431Gross Pay: \$1,772.88
Net Pay: \$1,318.46

Date:	County	Hours	O/T	Work Class	Reg Rate	O/T Rate	Fringe Rate
04/22/2019	DuPage	8		0 Labor	\$42.72	\$64.08	\$28.19

Luis Garcia
2926 LaPorte Ave. , Highland , IN 46322Gross Pay: \$1,466.80
Net Pay: \$1,130.96

Date:	County	Hours	O/T	Work Class	Reg Rate	O/T Rate	Fringe Rate
04/22/2019	DuPage	8		0 Driving	\$38.41	\$57.62	\$20.36
04/23/2019	DuPage	8		0 Driving	\$38.41	\$57.62	\$20.36

Matthew Gilbert
23930 Schoolhouse Rd. , Manhattan, IL 60442Gross Pay: \$683.52
Net Pay: \$337.93

Date:	County	Hours	O/T	Work Class	Reg Rate	O/T Rate	Fringe Rate
04/22/2019	DuPage	8		0 Labor	\$42.72	\$64.08	\$28.19

Certified Transcript of Payroll

Pay Period: 04/15/2019 - 04/28/2019

Contracting Body:

M & J Asphalt Paving
3124 60th Ave.
Cicero, IL 60804

Contractor:

Denler, Inc.
20502 S Cherry Hill Road
Joliet, IL 60433

Project Name:

Village of Willowbrook Crack Sealing Project - 2018

Employee:Mitchell Fowler
8126 Deland Ct. , Tinley Park, IL 60477Gross Pay: \$1,772.88
Net Pay: \$1,362.84

Date:	County	Hours	O/T	Work Class	Reg Rate	O/T Rate	Fringe Rate
04/22/2019	DuPage	8		0 Labor	\$42.72	\$64.08	\$28.19

FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF COOK

Gty# _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Willowbrook
to furnish Concrete and Asphalt Repairs
for the premises known as 2018 MFT Road Program; Section No. 18-00000-01-GM
of which Village of Willowbrook is the owner.

THE undersigned, for and in consideration of Fifty One Thousand Five Hundred Fifty Eight & 46/100
(\$ 51,558.46) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) heret
waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Illinois, relating to mechanics' liens, with respect to
and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the
moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or
machinery, furnished to this date by the undersigned for the above-described premises.

Given under MY hand day of April and seal 2019 this

Signature and Seal: _____
Nick Distasio, Vice President

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer
signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned being duly sworn, deposes and says that he(she) is Nick Distasio, Vice President
of the M & J ASPHALT PAVING COMPANY, INC.
who is the contractor for the Concrete and Asphalt Repairs work on the building
located at 2018 MFT Road Program; Section No. 18-00000-01-GM
owned by Village of Willowbrook
That the total amount of the contract including extras is \$ 183,484.65 on which he(she) has received payment of
\$ 131,926.19 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished
material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering
into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material
required to complete said work according to plans and specifications.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
M & J Asphalt Paving Company, Inc.	Asphalt & Concrete	\$81,391.79	\$66,612.99	\$14,778.80	\$0.00
Mark-It Striping, Inc.	Thermoplastic	\$3,210.46	\$3,210.46	\$0.00	\$0.00
Ozinga	Concrete Material	\$4,840.00	\$4,840.00	\$0.00	\$0.00
K-Five Hodgkins LLC (K-Five Construct)	Asphalt Material	\$28,705.12	\$28,705.12	\$0.00	\$0.00
Route 66 Aspah Co. (K-Five Constructio	Asphalt Material	\$28,557.62	\$28,557.62	\$0.00	\$0.00
Denular, Inc.	Crack Fill	\$36,779.66	\$0.00	\$36,779.66	\$0.00
TOTAL LABOR AND MATERIAL TO COMPLETE		\$183,484.65	\$131,926.19	\$51,558.46	\$0.00

*This waiver does not become effective until all checks given in consideration hereof have been honored and paid in full.

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done
or to be done upon or in connection with said work other than above stated.

Signed this 30th day of April 2019

Signature: _____
Nick Distasio, Vice President

Subscribed and sworn to before me this 30th day of April 2019

NOTARY PUBLIC

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

MOTION – A MOTION TO APPROVE PRIME CONTRACT
POTENTIAL CHANGE ORDER #001 (REPLACE FLASHING)
FOR THE COMMUNITY RESOURCE CENTER / VILLAGE
COUNCIL CHAMBERS RENOVATION PROJECT, L.J. MORSE
CONSTRUCTION COMPANY IN AN AMOUNT NOT-TO-
EXCEED \$4,138.34

AGENDA NO. **5i****AGENDA DATE:** 06/10/2019**STAFF REVIEW:** Michael Mertens**SIGNATURE:** Michael Mertens**LEGAL REVIEW:** Thomas Bastian**SIGNATURE:** Tom Bastian**RECOMMENDED BY VILLAGE ADMIN.:** Michael Mertens**SIGNATURE:** Michael Mertens**REVIEWED & APPROVED BY COMMITTEE:** YES NO X N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

At its regular meeting on October 8, 2018, the Village Board awarded a construction contract in the amount of \$353,500 to L.J. Morse Construction Company to complete Phase 1 of the renovation of the Community Resource Center / Council Chambers building located at 825 Midway Drive. Construction work began on October 22, 2018. Since that time various work has occurred including the demolition of the prior mansard roof, exterior stone veneer, construction of new building façade including metal panels, the new TPO roof, the top coping, and placement of roof-top HVAC mechanical units are complete.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

The prime contract potential change order #001 was utilized to Replace Flashing. This work included furnishing and installation of new flashing at all new stone locations. Demo of existing stone revealed inadequate flashing. The change order was reviewed by the N. Batistich Architects and recommend for payment approval. The invoice is in an amount not-to-exceed \$4,138.34. Staff would recommend that Mayor and Board of Trustees authorize Change Order #001 with funds to be paid from Account # 14-75-930-412.

ACTION PROPOSED: Approve Motion



L.J. MORSE

PCO #001

LJ Morse Construction Company
128 S Broadway
Aurora, Illinois 60505-4203
Phone: 630 896 2696
Fax: 630 896 2697

Project: 0828-18 - Willowbrook Board & Community Center
825 Midway Drive
Willowbrook, Illinois 60527-5549

Prime Contract Potential Change Order #001: Replace Flashing

TO:	Village of Willowbrook 835 Midway Drive Willowbrook Illinois, 60527-5549	FROM:	L.J. Morse Construction Company 128 S Broadway Avenue Aurora Illinois, 60505
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	1 - General Construction
REQUEST RECEIVED FROM:	Simon Batistich (N. Batistich Architects)	CREATED BY:	Ryan Morse (LJ Morse Construction Company)
STATUS:	Pending - In Review	CREATED DATE:	11/15/2018
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	2 days	PAID IN FULL:	No
		TOTAL AMOUNT:	\$4,138.34

POTENTIAL CHANGE ORDER TITLE: Replace Flashing

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Replace Flashing

Furnish and install new flashing at all new stone locations. Demo of existing stone revealed inadequate flashing.

ATTACHMENTS:

[18 11 15- Piazza Backup.pdf](#)

#	Cost Code	Description	Type	Amount
1	04-050 - Basic Masonry Materials and Methods	Piazza Masonry	Commitment	\$3,864.00
			Subtotal:	\$3,864.00
			LJM SUB OH/P: 5.00% Applies to Commitment.	\$193.20
			Bonds: 2.00% Applies to all line item types.	\$81.14
			Grand Total:	\$4,138.34

Simon Batistich (N. Batistich Architects)
16W475 S Frontage Rd
Burr Ridge Illinois 60527

Village of Willowbrook
835 Midway Drive
Willowbrook Illinois 60527-5549

L.J. Morse Construction Company
128 S Broadway Avenue
Aurora Illinois 60505

Simon Batistich 6/4/19
SIGNATURE DATE

Ryan Morse 6/2/19
SIGNATURE DATE

SIGNATURE DATE

R.F.P. #1



R.F.P. Submitted To: L.J. Morse Construction Company	Date: November 14, 2018
Attn: Lou	Job Name: Willowbrook Board & Community Center
Architect: N. Batistich	Job Address: 825 Midway Drive
Address: 16W475 S. Frontage Road, Burr Ridge, IL 60527	Job City, State, Zip: Willowbrook, IL

We hereby propose to furnish all materials and labor for the above mentioned project as follows:

Scope:

The existing flashing at the base of the stone walls is deteriorated, cracked and falling apart. In order to make my work water tight I would have to install new flashing.
Cost to install new flashing 100 (1.f.).

Flashing, Primer, Stainless Steel Drip, Mastic, Weep Vents, Termination Bar and Anchors.

TOTAL MATERIAL	\$1,150.00
-----------------------	-------------------

Bricklayer - 2 @ 12 hrs. each = 24 hrs @ 98.44 hr.	2,363.00
---	-----------------

TOTAL LABOR	\$2,363.00
--------------------	-------------------

TOTAL MATERIAL	1,150.00
-----------------------	-----------------

TOTAL LABOR	2,363.00
--------------------	-----------------

O&P	351.00
----------------	---------------

TOTAL RFP	\$3,864.00
------------------	-------------------

Sean: 815-530-0247 | 17010 Meadowcrest Drive, Homer Glen, IL 60491 | Tony: 815-685-7693
email: piazzamannerino@yahoo.com

Application and Certificate for Payment

To Owner: Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

From Contractor: J.J. Morse Construction Co.
128 S. Broadway
Aurora, IL 60505

Via Architect: *[Signature]*
Project: Willowbrook Board/CommunityCtr
835 Midway Drive
Willowbrook, IL 60527
Contract Date: 10/11/2018
Project Nos:

CONTRACTOR'S APPLICATION FOR PAYMENT

- 1) ORIGINAL CONTRACT SUM \$353,500.00
- 2) Net change by Change Orders \$8,256.34
- 3) CONTRACT SUM TO DATE \$361,756.34
- 4) TOTAL COMPLETED & STORED TO DATE \$361,756.34
- 5) Retainage:

a. Completed Work	\$0.00
b. Stored Material	\$0.00
Total Retainage	\$0.00
- 6) Total Earned less Retainage
- 7) Less Previous Certificates for Payment
- 8) CURRENT PAYMENT DUE
- 9) Balance to Finish, including Retainage

[Signature]
CONTRACTOR

By: *[Signature]*
State of Illinois

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and ~~paid~~ ~~not~~ received from the Owner, and that current payment shown herein is now due.

Subscribed and sworn to before me this 14 day of November 2018

Notary Public
My Commission expires: 10/22/2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

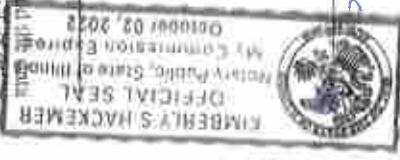
AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*

By: *[Signature]* Date: 11/12/18

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
 Containing Contractor's signed Certification, is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No: 6
 Application Date: 5/21/2019
 Period To: 5/31/2019
 Architect's Project No:

A	B	C	D	E	F	G	H	I	
ITEM No.	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
			PREVIOUS	THIS PERIOD					
1	General Conditions/LJM	16,646.00	16,646.00	0.00	0.00	16,646.00	100	0.00	0.00
2	Demolition/LJM	25,200.00	25,200.00	0.00	0.00	25,200.00	100	0.00	0.00
3	Masonry/Piazza	58,000.00	58,000.00	0.00	0.00	58,000.00	100	0.00	0.00
4	Brick Staining/Nakaw	8,730.00	8,730.00	0.00	0.00	8,730.00	100	0.00	0.00
5	Steel/Hillstone	5,665.00	5,665.00	0.00	0.00	5,665.00	100	0.00	0.00
6	Carpentry/LJM	26,030.00	26,030.00	0.00	0.00	26,030.00	100	0.00	0.00
7	Composite Panels/Langlois	41,500.00	41,500.00	0.00	0.00	41,500.00	100	0.00	0.00
8	Roofing/Langlois	70,500.00	70,500.00	0.00	0.00	70,500.00	100	0.00	0.00
9	Exterior framing and	17,960.00	17,960.00	0.00	0.00	17,960.00	100	0.00	0.00
10	Gypsum/LJM	1,874.00	1,874.00	0.00	0.00	1,874.00	100	0.00	0.00
11	HVAC/RJ O'Neil	38,000.00	38,000.00	0.00	0.00	38,000.00	100	0.00	0.00
12	Electrical/Design	19,000.00	19,000.00	0.00	0.00	19,000.00	100	0.00	0.00
13	Bonds	3,500.00	3,500.00	0.00	0.00	3,500.00	100	0.00	0.00
14	OHP	20,895.00	20,895.00	0.00	0.00	20,895.00	100	0.00	0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
Containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No: 6
Application Date: 5/21/2019
Period To: 5/31/2019
Architect's Project No:

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION	WORK COMPLETED			STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
		SCHEDULED VALUE	PREVIOUS	THIS PERIOD					
15	CE #1 Replace Flashing	4,138.34	0.00	4,138.34	0.00	4,138.34	100	0.00	0.00
16	CE #2 Exterior outlets & plumbing	797.90	797.90	0.00	0.00	797.90	100	0.00	0.00
17	CE #3 Metal Plate Changes	3,320.10	3,320.10	0.00	0.00	3,320.10	100	0.00	0.00
		\$ 361,756.34	\$ 357,618.00	\$ 4,138.34	\$ 0.00	\$ 361,756.34	100	\$0.00	\$ 0.00

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF TWO (2) 2019 CHEVROLET TAHOE POLICE PATROL PACKAGE MOTOR VEHICLES THROUGH THE SUBURBAN PURCHASING COOPERATIVE AT A TOTAL COST, INCLUDING UPFITTING, NOT TO EXCEED \$101,963.96

AGENDA NO. 5j**AGENDA DATE:** 06/10/2019**STAFF REVIEW:** Robert Schaller**SIGNATURE:** Robert Schaller /m**LEGAL REVIEW:** Thomas Bastian**SIGNATURE:** Tom Bastian /m**RECOMMENDED BY VILLAGE ADMIN.:** Michael Mertens**SIGNATURE:** Michael Mertens**REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The department has budgeted, under line item 01-30-680-625, for two (2) new police vehicles. These new vehicles will replace an existing police vehicle's Squad #51 and 55 which have reached the end of their life cycle. These will be fully marked patrol vehicles.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

The department will be replacing two (2) current patrol vehicles. These vehicles will be purchased through Currie Motors under the Suburban Purchasing Cooperative. Total purchase price including upfitting will be \$101,963.96. During the June 10, 2019 Joint Committee meeting the Public Safety Committee reviewed and approved this budgeted purchase.

ACTION PROPOSED: Adopt Resolution

RESOLUTION NO. 19-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF TWO (2)
2019 CHEVROLET TAHOE POLICE PATROL PACKAGE MOTOR VEHICLES
THROUGH THE SUBURBAN PURCHASING COOPERATIVE AT A TOTAL COST,
INCLUDING UPFITTING, NOT TO EXCEED \$101,963.96**

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that the purchase of two (2) 2019 Chevrolet Tahoe Police Patrol vehicles, from Currie Motors, through the Suburban Purchasing Cooperative at a total cost, including upfitting, not to exceed \$101,963.96, is hereby approved.

BE IT FURTHER RESOLVED that the Chief of Police of the Village of Willowbrook is hereby authorized and directed, on behalf of the Village of Willowbrook, to execute purchase orders for the vehicles. Copies of said purchase orders are attached hereto as Exhibit "A" and made a part hereof.

ADOPTED and APPROVED this _____ day of June, 2019.

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

 ABSENT: _____

EXHIBIT A



**2019 Chevrolet Tahoe Police
Patrol Package**
Contract #185



Currie Motors Chevrolet

“Nice People to Do Business With”

Your Full-Line Municipal Dealer

ORDER CUTOFF: 03/15/19

Contract # 185



**Currie Motors Chevrolet
SPC Contract Winner
2019 Chevrolet Tahoe Police
Patrol Package
Contract #185**

Standard Package: \$32,089

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Power train

NEW! **Audio system**, Chevrolet MyLink Radio with 8" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone, and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone, 4 USB ports and 1 auxiliary jack
NEW! **Driver Information Center**, 4.2" diagonal multi-color
Automatic Occupant Sensing System, sensor indicator inflatable restraint, front passenger
Assist handles, front passenger and second row outboard
Climate control, dual-zone automatic
Defogger, rear-window electric
Door locks, power programmable with lockout protection, Auto Lockout is disabled on Driver door
Instrumentation, analog with certified 150 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer
Key, 2-sided
LATCH system (Lower Anchors and Top tethers for Children), for child safety seats, lower anchors and top tethers located in all second row seating positions

Lighting, interior with dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
Mirror, inside rearview manual day/night
OnStar, 6 months of Directions and Connections plan
1 Visit onstar.com for coverage map, details and system limitations. Services vary by model & conditions.
Power outlets, 3 auxiliary, 12-volt, includes 2 on the instrument panel and 1 in the cargo area
Power outlet, 110-volt, 1.1 Amp, 150 Watt
Rear Vision Camera
Safety belts, 3-point, driver and front passenger in all seating positions
Steering column, Tilt-Wheel
NEW! **Steering wheel controls**, mounted audio and cruise controls, includes Driver Information Center controls
Theft-deterrent system, content, electrical, unauthorized entry
Theft-deterrent system, vehicle, PASS-Key III
Tire Pressure Monitor System, air pressure sensors in each tire with pressure display in Driver Information Center
Warning tones, headlamp on, key-in-ignition, driver and right-front passenger safety belt unfasten and turn signal on
Windows, power, with express down and express up front doors and lockout features

Contract # 185



Daytime Running Lamps, with automatic exterior lamp control

Door handles, Black

Exterior ornamentation delete

Glass, deep-tinted (all windows, except light tinted glass on windshield and driver- and front passenger-side glass)

Liftgate, rear manual

Mirrors, outside heated power-adjustable, manual-folding

Mirror caps are Black

Tires, P265/60R17 all-season, police, V-rated

Tire, spare P265/60R17 all-season, police, V-rated

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Wheels, 17" x 8" (43.2 cm x 20.3 cm) steel, police

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Windshield, solar absorbing, shaded upper

Wiper, rear intermittent with washer

Wipers, front intermittent, Rainsense

Windshield style, acoustic laminated glass

Air cleaner, high capacity

Alternator, 170 amps, high output

Battery, 660 cold cranking amps with 80 amp hour rating

Power supply, 100-amp, auxiliary battery, rear electrical center

Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness

Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Cooling, external engine oil cooler, auxiliary, heavy-duty air-to-oil integral to driver side of radiator

Engine, 5.3L EcoTec3 V8, with Active Fuel Management, Direct Injection, Variable Valve Timing

and Flex Fuel, includes aluminum block construction

GVWR, 6800 lbs. (3084 kg)

Rear axle, 3.08 ratio

Steering, power, electric Z56

Suspension, heavy-duty, police-rated, front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs

Trailering equipment, heavy-duty

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode

Air bags, frontal and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions Note: Head curtain side-impact included for third row seating positions, even though seat has been deleted.

Requires (AZ3) 40/20/40 split-bench front seat.

Always use safety belts and child restraints.

Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.

SiriusXM Satellite Radio, delete

Cruise control, electronic with set and resume speed

Floor covering, Black rubberized vinyl

Identifier for Police Patrol Vehicle

Remote Keyless Entry, extended-range

Seats, front 40/20/40 split-bench, 3-passenger, Active Aero Shutters, front

Capless Fuel Fill



Model-Options

<input checked="" type="checkbox"/>	Police Patrol Vehicle 4-Wheel Drive-Pursuit Rated	3624.00
<input type="checkbox"/>	Special Service Package Vehicle 4-Wheel Drive-Non Pursuit Rated	3008.00

Options – Exterior

<input type="checkbox"/>	Non Tinted Solar Glass	-268.45
<input type="checkbox"/>	Recovery Hooks	45.50
<input type="checkbox"/>	Exterior body colored parts-Victory Red	204.75
<input type="checkbox"/>	Special Paint Solid	386.75
<input type="checkbox"/>	Polished Aluminum Wheels (SSV Only) Requires Max Trailer Tow Package	352.00
<input type="checkbox"/>	Front and rear splash guards	177.45
<input type="checkbox"/>	Body-side moldings	136.50
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Options – Interior

<input checked="" type="checkbox"/>	Inoperative rear doors	53.00
<input checked="" type="checkbox"/>	Inoperative rear window switches	51.87
<input checked="" type="checkbox"/>	Red/White Auxiliary dome light	154.70
<input type="checkbox"/>	OnStar delete (Bluetooth delete included)	-74.80
<input checked="" type="checkbox"/>	Adjustable power pedals	136.50
<input type="checkbox"/>	Power Front passenger seat –Required with Front Bucket Seats	INCL
<input type="checkbox"/>	Carpeted floor covering	172.00
<input type="checkbox"/>	Cargo shade	177.45
<input type="checkbox"/>	Rear cargo mat (Requires carpeting)	195.00
<input type="checkbox"/>	NEW Enhanced Driver Alert Package , includes Power-adjustable pedals, Forward Collision Alert, IntelliBeam headlamps, Low Speed Forward Automatic Braking, Lane Keep Assist with Lane Departure Warning and Safety Alert Driver Seat	632.00

Options – Mechanical/Electrical

<input type="checkbox"/>	Auxiliary speaker wiring	54.60
<input checked="" type="checkbox"/>	Grill lamp/siren speaker wiring	83.72
<input checked="" type="checkbox"/>	Horn and siren circuit wiring	37.31
<input type="checkbox"/>	Flasher System	450.45
<input checked="" type="checkbox"/>	Daytime running light delete	45.50
<input checked="" type="checkbox"/>	Spot Light-left hand	445.90



<input type="checkbox"/>	Spot Light-dual	773.50
<input checked="" type="checkbox"/>	City Brake Package- PPV Only	N/C
<input checked="" type="checkbox"/>	Locking Differential	259.60
<input type="checkbox"/>	Block heater	91.00
<input type="checkbox"/>	Ground studs	80.00
<input type="checkbox"/>	Max Trailering Package (SSV Only)	527.80

Options – Additional

<input checked="" type="checkbox"/>	6- Additional keys –Requires Key Common Option	37.31
<input checked="" type="checkbox"/>	Key Common- 6E2	22.75
<input type="checkbox"/>	Key Common-6E8	22.75
<input checked="" type="checkbox"/>	Remote Keyless Entry -6 additional unprogrammed transmitters	68.25
<input checked="" type="checkbox"/>	Remote vehicle start	273.00
<input type="checkbox"/>	Delivery >50 Miles	185.00
<input type="checkbox"/>	Manufacturers Certificate of Origin	N/C
<input type="checkbox"/>	Municipal Plates M_____MP_____	203.00

Exterior Colors

<input checked="" type="checkbox"/>	Black	N/C
<input type="checkbox"/>	Siren Red Tint Coat	435.60
<input type="checkbox"/>	Summit White	N/C
<input type="checkbox"/>	Silver Ice Metallic	N/C
<input type="checkbox"/>	Blue Velvet Metallic	N/C
<input type="checkbox"/>	Pepper Dust Metallic	N/C
<input type="checkbox"/>	Shadow Gray Metallic	N/C
<input type="checkbox"/>	Woodland Green	386.75
<input type="checkbox"/>	Satin Steel Metallic	N/C
<input type="checkbox"/>	Victory Red	220.00
<input type="checkbox"/>	MSP Blue	227.50
<input type="checkbox"/>	Wheatland Yellow	386.75

Interior

<input checked="" type="checkbox"/>	Jet Black 40/20/40 Bench	Standard
<input type="checkbox"/>	Jet Black Front Buckets (w/ console & frontal side impact airbags)	227.50
<input checked="" type="checkbox"/>	Front Center Seat Delete	N/C
<input type="checkbox"/>	Vinyl Rear Seat	N/C



Title Name _____

Title Address _____

Title City _____

Title Zip Code _____

Contact Name _____

Phone Number _____

Purchase Order Number _____

Fleet Identification Number _____

Tax Exempt Number _____

Total Dollar Amount _____

Total Number of Units _____

Delivery Address _____

***Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:**

*Currie Motors Commercial Center
8401 W. Roosevelt Rd.
Forest Park, IL 60130
PHONE: (815) 412-3227
Tom Sullivan
curriefleet@mail.com*

**Title Corrections will be Billed Appropriate Assessed Fees by the Sec. of State*



EVT Tech
9910 W 190th Street, Suite E
Mokena, IL 60448

Estimate

Date	Estimate #
4/23/2019	2566

Name / Address
Willowbrook Police Department 7760 S. Quincy Street Willowbrook, IL 60527

Ship To

Vehicle Type		Unit Number	Terms	
Patrol Tahoe		51	Net 30	
Qty	Item	Description	Rate	Total
1	ENFLBS1254	S/O nFORCE 54" Rooftop light bar. Dual color. Red/Blue primary. Front White secondary. Rear Amber directional secondary	1,849.95	1,849.95
1	MDASHCPE	MicroDash Pre-Emption Strobe ~~~ Multi-Function light bar ~~~	195.95	195.95
1	ETSS100N	S/O 100N Series composite Speaker	195.00	195.00
1	ETSS100NBKTH	S/O 100N Speaker bracket. 2017-C Tahoe (accomodates louvres) ~~~ Siren speaker and bracket ~~~	49.95	49.95
1	ETHTAH0-07+	S/O Plug-In Headlight Flasher for 07+ Tahoe ~~~ WigWag ~~~	64.95	64.95
1	5165T-2L51	Go Rhino! Light ready Push bumper. 2015-C Tahoe	379.95	379.95
2	ENFSSS3D	S/O nFORCE® Single Surface Mount Light. Dual Color - Red/White	114.95	229.90
2	ENFSSS3E	S/O nFORCE® Single Surface Mount Light. Dual Color - Blue/White ~~~ Lighted Push Bumper ~~~	114.95	229.90
2	ENFDGS1RB	S/O Dual Deck / Grill mount nForce. Red / Blue ~~~ 1/4 windows ~~~	224.95	449.90
2	ENFDGS1RB	S/O Dual Deck / Grill mount nForce. Red / Blue ~~~ Mounted on spoiler ~~~	224.95	449.90
2	EMPS2QMS5RBW	S/O mpower™ 4' Fascia Light w/ Quick Mount, Black Housing, 18 LED. Tri Color - Red/Blue/White ~~~ Multi-function lights mounted adjacent license plate ~~~	114.95	229.90
2	ND0010-B	Nova Bullet 1/2' LED, Blue	89.95	179.90
2	ND0010-R	Nova Bullet 1/2' LED, Red	89.95	179.90
4	7027-ID-350	350 mA Constant current LED driver ~~~ Tail Lights ~~~	13.95	55.80
1	ENGCP18001	S/O bluePRINT control panel	189.95	189.95
1	ENGCC01241	S/O bluePRINT central controller, 20 outputs	395.95	395.95
1	ENGND04101	S/O bluePRINT remote node, 4 inputs, 10 outputs	199.95	199.95
1	ENGSA07141	S/O bluePRINT 100W siren amplifier with 9 relay outputs	324.95	324.95
1	ENGHNK01	S/O bluePRINT central control harness kit	39.95	39.95

THANK-YOU for Considering EVT Tech for Your Emergency Equipment
and Installation Needs! We Look Forward to Working With You and Your Department!

Total

Signature _____

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech
9910 W 190th Street, Suite E
Mokena, IL 60448

Estimate

Date	Estimate #
4/25/2019	2566

Name / Address
Willowbrook Police Department 7760 S. Quincy Street Willowbrook, IL 60527

Ship To

Vehicle Type	Unit Number	Description	Terms	
			Patrol Tahoe	51
Qty	Item		Rate	Total
1	ENGHNK02	S/O bluePRINT remote node harness kit ~~~ bluePRINT Automated logic siren and lighting controls ~~ Havis 2015-C Chevy Tahoe PPV Vehicle Specific 23' Console (Including Faceplates & Fill Plates)	34.95	34.95
1	C-VS-1013-TAH-1	Havis Internal Console Cupholder	409.95	409.95
1	C-CUP2-I	Havis Hinged Armrest for Equipment Console	34.95	34.95
1	C-ARM-103	Mic clip bracket	104.95	104.95
2	C-MCB	Magnetic Mic Single Unit	11.86	23.72
2	MMSU-1	Havis 8.5' Heavy Duty Telescoping Pole, Side Mount w/Short Handle for Computer Mount	34.95	69.90
1	C-HDM-204	~~~ Console and accessories ~~ Chevy Tahoe (2015+), Silverado 1500 (2014+) and Silverado 2500/3500 (2015+) Space Creator Vehicle Partition Featuring Bidirectional Recessed Housing	164.95	164.95
1	475-0866	Replacement Bio-Seat System for Chevy Tahoe (2015+)	695.00	695.00
1	475-0973	Jotto Gun Rack - Single Weapon, Partition Mounted, Vertical	1,295.00	1,295.00
1	475-2015	Jotto Chevy Tahoe (2015+) Secure-Grid Window Armor (OEM or ABS Doors)	279.95	279.95
1	475-0862	~~~ Prisoner containment and weapons stroage ~~ Sti-Co Flexi-Whip Roof Mount Antenna, BLK	239.95	239.95
1	ROOF-FT-NITI-M	Larsen 740-866MHz Shadow Low-Profile 800Mhz Antenna, Black	59.95	59.95
1	LPT700/800NMO	25' Antenna Coax, 3/4' NMO Brass Mount - Black	49.95	49.95
2	MB8U25	Mini-UHF Connector	34.95	69.90
2	RFU-600-1	~~~ DuComm and VHF Radio Antennas ~~	4.95	9.90

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Ship To

Vehicle Type		Unit Number	Terms	
Patrol Tahoe		51	Net 30	
Qty	Item	Description	Rate	Total
1	T-CHTAHM1-15N-PP	Truck Vault Tahoe Mag 1 Dwr P-Cage, Exterior Carpet: Black Interior Carpet: Grey Drawer Front: Black Composite Lock: Push Button w/Key Override 2 Magnum Carpeted Long Dividers 2 Magnum Carpeted Short Dividers ^^ Weapons and equipment storage Vault ^^^ Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, ZipTies, Tape, Screws, Bolts, Etc)	1,695.00	1,695.00
1	Install Materials	Install above listed equipment plus customer supplied radios, radar, FlashBack Video and Computer	175.00	175.00
1	LABOR		2,295.00	2,295.00

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Total \$13,599.57

Signature _____

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Estimate

Date	Estimate #
4/25/2019	2567

Name / Address	Ship To
Willowbrook Police Department 7760 S. Quincy Street Willowbrook, IL 60527	

Vehicle Type		Unit Number	Terms	
Patrol Tahoe		55	Net 30	
Qty	Item	Description	Rate	Total
1	ENFLBS1254	S/O nFORCE 54" Rooftop light bar. Dual color. Red/Blue primary. Front White secondary. Rear Amber directional secondary	1,849.95	1,849.95
1	MDASHCPE	MicroDash Pre-Empction Strobe ~~ Multi-Function light bar ~~	195.95	195.95
1	ETSS100N	S/O 100N Series composite Speaker	195.00	195.00
1	ETSS100NBKTH	S/O 100N Speaker bracket. 2017-C Tahoe (accomodates louvres) ~~ Siren speaker and bracket ~~	49.95	49.95
1	ETHTAH0-07+	S/O Plug-In Headlight Flasher for 07+ Tahoe ~~ WigWag ~~	64.95	64.95
1	5165T-2L51	Go Rhino! Light ready Push bumper. 2015-C Tahoe	379.95	379.95
2	ENFSSS3D	S/O nFORCE® Single Surface Mount Light. Dual Color - Red/White	114.95	229.90
2	ENFSSS3E	S/O nFORCE® Single Surface Mount Light. Dual Color - Blue/White ~~ Lighted Push Bumper ~~	114.95	229.90
2	ENFDGS1RB	S/O Dual Deck / Grill mount nForce, Red / Blue ~~ 1/4 windows ~~	224.95	449.90
2	ENFDGS1RB	S/O Dual Deck / Grill mount nForce, Red / Blue ~~ Mounted on spoiler ~~	224.95	449.90
2	EMPS2QMS5RBW	S/O mpower™ 4' Fascia Light w/ Quick Mount, Black Housing, 18 LED, Tri Color - Red/Blue/White ~~ Multi-function lights mounted adjacent license plate ~~	114.95	229.90
2	ND0010-B	Nova Bullet 1/2' LED, Blue	89.95	179.90
2	ND0010-R	Nova Bullet 1/2' LED, Red	89.95	179.90
4	7027-D-350	350 mA Constant current LED driver ~~ Tail Lights ~~	13.95	55.80
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1	C-ARM-103	Havis Hinged Armrest for Equipment Console	104.95	104.95
2	C-MCB	Mic clip bracket	11.86	23.72
2	MMSU-1	Magnetic Mic Single Unit	34.95	69.90
1	C-HDM-204	Havis 8.5' Heavy Duty Telescoping Pole, Side Mount w/Short Handle for Computer Mount ~~ Console and accessories ~~	164.95	164.95
1	475-0866	Chevy Tahoe (2015+), Silverado 1500 (2014+) and Silverado 2500/3500 (2015+) Space Creator Vehicle Partition Featuring Bidirectional Recessed Housing	695.00	695.00
1	475-0973	Replacement Bio-Seat System for Chevy Tahoe (2015+)	1,295.00	1,295.00
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1	475-0862	Jotto Chevy Tahoe (2015+) Secure-Grid Window Armor (OEM or ABS Doors)	239.95	239.95
1	ROOF-FT-NITI-M	~~ Prisoner containment and weapons stroage ~~ Sti-Co Flexi-Whip Roof Mount Antenna, BLK	59.95	59.95
1	LPT700/800NMO	Larsen 740-866MHz Shadow Low-Profile 800Mhz Antenna, Black	49.95	49.95
2	MB8U25	25' Antenna Coax, 3/4' NMO Brass Mount - Black	34.95	69.90
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Total \$13,599.57

Signature _____

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE VILLAGE OF BURR RIDGE FOR THE GARFIELD AVENUE SIDEWALK PROJECT IN THE VILLAGES OF WILLOWBROOK AND BURR RIDGE IN AN AMOUNT NOT TO EXCEED \$55,000.00	AGENDA NO. 6 AGENDA DATE: <u>06/10/2019</u>
STAFF REVIEW: Michael Mertens	SIGNATURE: <u>Michael Mertens</u>
LEGAL REVIEW: Thomas Bastian	SIGNATURE: <u>Tom Bastian /m</u>
RECOMMENDED BY VILLAGE ADMIN.: Michael Mertens	SIGNATURE: <u>Michael Mertens</u>
REVIEWED & APPROVED BY COMMITTEE: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)	
The Village of Burr Ridge and the Village of Willowbrook have decided to work in conjunction to install a sidewalk to fill in a gap along Garfield Avenue. This item was discussed and recommended for approval during the February 25, 2019 Joint Committee meeting. The Village of Willowbrook budgeted an amount not-to-exceed \$55,000.00 for this project.	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)	
The Village of Burr Ridge intends to hire Willowbrook's consulting engineer to provide engineering services for the project. Once we have sufficient engineering data to share with residents, Burr Ridge will have a public meeting to provide an opportunity for residents to review the engineering plans prior to construction. At the end of the project, Willowbrook will reimburse Burr Ridge for their fair share of the costs. The Intergovernmental Agreement outlines how that fair share is determined. The project is anticipated to be complete by Fall 2019.	
ACTION PROPOSED: Adopt Resolution	

RESOLUTION NO. 19-R-

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE
OF WILLOWBROOK AND THE VILLAGE OF BURR RIDGE FOR
THE GARFIELD AVENUE SIDEWALK PROJECT IN THE
VILLAGES OF WILLOWBROOK AND BURR RIDGE
IN AN AMOUNT NOT TO EXCEED \$55,000.00**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Village of Willowbrook ("Willowbrook") and the Village of Burr Ridge ("Burr Ridge") are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, in order to ensure the safety and convenience of pedestrians of Willowbrook and Burr Ridge, Willowbrook and Burr Ridge wish to make improvements along the Garfield Avenue right-of-way from Countryside Court in Burr Ridge to 6411 Garfield Avenue in Willowbrook with a crosswalk to Rogers Farm Road in Willowbrook (the "Project"); and

WHEREAS, Willowbrook and Burr Ridge desire to memorialize their respective obligations and responsibilities with regard to the design engineering, construction, construction engineering and funding of the Project, as well as future maintenance responsibilities of the completed Project by entering into an Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

Section 1. The preambles to this Resolution are hereby incorporated as part of this Resolution.

Section 2. The corporate authorities of the Village hereby approve the Intergovernmental Agreement for the Project, in an amount not to exceed \$55,000.00, a copy of which is attached hereto as Exhibit "A" and made a part hereof, between the Villages of Willowbrook and Burr Ridge regarding their responsibilities and obligations for the Project.

Section 3. The Mayor is hereby authorized and directed to execute, and the Village Clerk to attest, the Intergovernmental Agreement on behalf of the Village.

Section 4. This Resolution shall be in full force and effect upon its passage, as required by law.

ADOPTED AND APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook on this 10th day of June, 2019.

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy Hanson, Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

**Intergovernmental Agreement Between
the Villages of Willowbrook and Burr Ridge**

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGES OF BURR RIDGE AND WILLOWBROOK
IN REGARD TO THE GARFIELD AVENUE SIDEWALK PROJECT**

THIS AGREEMENT (hereinafter the “AGREEMENT”), entered into this 10th day of June, 2019, by and between the Village of Burr Ridge, Cook and Du Page Counties, Illinois (hereinafter the “BURR RIDGE”) and the Village of Willowbrook, DuPage County, Illinois (hereinafter the “WILLOWBROOK”). (Burr Ridge and the Willowbrook are hereinafter sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”)

WHEREAS, pursuant to the Illinois Constitution, the Illinois Intergovernmental Cooperation Act, the Illinois Municipal Code and applicable law, the Village of Burr and the Village of Willowbrook (“Willowbrook”) are authorized to enter into binding legal agreements involving the construction of a sidewalk that crosses municipal boundary lines (hereinafter referred to as the “PROJECT”); and

WHEREAS, there is an agreed upon need for a public sidewalk to be built within existing right-of-way on Garfield Avenue from Countryside Court in Burr Ridge to 6411 Garfield Avenue in Willowbrook with a crosswalk to Rogers Farm Road in Willowbrook; and

WHEREAS, the south portion of said right-of-way is in Willowbrook and the north portion is within Burr Ridge; and

WHEREAS, it is in the best interest of Burr Ridge and Willowbrook to enter into this AGREEMENT;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the Parties hereto agree as follows:

SECTION 1: The PROJECT includes but is not limited to constructing a 5-foot wide concrete sidewalk along Garfield Avenue between Countryside Court in Burr Ridge and a point

**IGA – Burr Ridge and Willowbrook
Garfield Avenue Sidewalk**

560 feet south in Willowbrook, along with a crosswalk to Rogers Farm Road in Willowbrook; generally, as depicted on the attached Exhibit A. Work will include tree removal, earth excavation, drainage modifications, concrete construction, parkway restoration, and all other necessary and appurtenant work, in accordance with the plans to be prepared by the engineers of each Village. Responsibilities for the PROJECT include:

- A. Said sidewalk will be built to public sidewalk standards as outlined in the respective village codes of Burr Ridge and Willowbrook.
- B. Burr Ridge shall act as the lead agency and be responsible for completing all preliminary and design engineering, coordinating the letting/awarding of a construction contract, permit processing, and construction engineering of the PROJECT.
- C. Burr Ridge will engage Christopher B. Burke Engineering, Ltd, of Rosemont, Illinois, as the project engineer, which firm is the consulting Village Engineer for the Village of Willowbrook, and will direct Burke to ensure compliance with Willowbrook and Burr Ridge standards relative to sidewalk construction.
- D. At any such time as may be requested by Willowbrook, Burr Ridge will share up-to-date engineering plans or data with Willowbrook and will upon completion of final engineering plans provide a full set of final engineering plans for review and approval by Willowbrook prior to seeking construction bids for the PROJECT.
- E. That upon receipt of the bids and prior to award of contract, Burr Ridge and Willowbrook will agree to cost sharing based on the actual cost of construction and engineering services for the PROJECT. Costs will be apportioned according to the scope and quantities contained in the corporate boundaries of each Village. The preliminary estimates for work, quantities, and costs of this PROJECT is approximately 68.9% in Burr Ridge and 31.1% in Willowbrook.

**IGA – Burr Ridge and Willowbrook
Garfield Avenue Sidewalk**

F. Burr Ridge shall not proceed with the award of a construction contract without the approval of Willowbrook.

G. Any change orders during the construction of the PROJECT will be subject to the approval of both Burr Ridge and Willowbrook.

H. Burr Ridge shall not make final payment of contract without the inspection and approval by Willowbrook.

I. Within 60 days of notification by Burr Ridge, Willowbrook will make full and final payment for its agreed upon share of the cost of the sidewalk construction and engineering services.

J. Upon completion of the PROJECT, ownership and maintenance for the portion of the sidewalk in Burr Ridge will be the responsibility of Burr Ridge and ownership and maintenance of the portion of the sidewalk in Willowbrook will be the responsibility of Willowbrook.

SECTION 2: This AGREEMENT is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party. Nothing contained in this AGREEMENT shall constitute a waiver of any privileges, defenses or immunities which either Party may have under the Local Government and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.

SECTION 3: Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this AGREEMENT shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

**IGA – Burr Ridge and Willowbrook
Garfield Avenue Sidewalk**

A. If to Burr Ridge:

Village Administrator
Village of Burr Ridge
7660 County Line Road
Burr Ridge, Illinois 60527

B. If to Willowbrook:

Village Administrator
Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party.

SECTION 4: This AGREEMENT shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same AGREEMENT.

SECTION 5: This AGREEMENT contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this AGREEMENT which are not fully expressed herein.

SECTION 6: This AGREEMENT shall be deemed dated and become effective on the date the last of the Parties execute this AGREEMENT as set forth below.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a Resolution by its President and Board of Trustees, has caused this AGREEMENT to be executed by its Acting Village President and attested by its Village Clerk, and the TOWNSHIP, pursuant to the authority duly granted by law, has caused this instrument to be signed by its Township SUPERVISOR and attested by its Township Clerk.

**IGA – Burr Ridge and Willowbrook
Garfield Avenue Sidewalk**

VILLAGE OF BURR RIDGE

VILLAGE OF WILLOWBROOK

Gary Grasso, Mayor

Frank Trilla, Mayor

ATTEST:

ATTEST:

Karen Thomas
Village Clerk

Leroy R. Hansen
Village Clerk

DATED: _____

DATED: _____

{SEAL}

{SEAL}

**IGA – Burr Ridge and Willowbrook
Garfield Avenue Sidewalk**

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 the above-named Gary Grasso and Karen Thomas, personally known to me to be the Mayor and Village Clerk the Village of Burr Ridge, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Burr Ridge, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Burr Ridge, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Burr Ridge, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Burr Ridge, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2019.

Notary Public

My Commission Expires: _____

**IGA – Burr Ridge and Willowbrook
Garfield Avenue Sidewalk**

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 the above-named Frank Trilla and Leroy Hansen, personally known to me to be the Mayor and Village Clerk the Village of Willowbrook, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Willowbrook, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Burr Ridge, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Willowbrook, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Willowbrook, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2019.

Notary Public

My Commission Expires: _____

**IGA – Burr Ridge and Willowbrook
Garfield Avenue Sidewalk**

EXHIBIT A



VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN AGREEMENT FOR LOBBYING AND COMMUNITY RELATIONS SERVICES WITH STRATEGIA CONSULTING LLC

AGENDA NO.

7

AGENDA DATE: 06/10/2019**STAFF REVIEW:** Michael Mertens**SIGNATURE:** Michael Mertens**LEGAL REVIEW:** Thomas Bastian**SIGNATURE:** Tom Bastian**RECOMMENDED BY VILLAGE ADMIN.:** Michael Mertens**SIGNATURE:** Michael Mertens**REVIEWED & APPROVED BY COMMITTEE:** YES _____ NO _____ N/A _____ X _____**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Village of Willowbrook finds that it is beneficial to employ lobbying and community relations services in order to advocate for and promote the interest of the Village of Willowbrook. The Village has worked with Strategia Consulting LLC on occasion and found their services beneficial for the community.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

This resolution would formalize the lobbying and community relation services with Strategia Consulting LLC. The agreement details the hourly fee, \$250 as well as specifies how work is only undertaken when expressly directed and authorized by the Mayor and or the Board of Trustees.

ACTION PROPOSED: Adopt Resolution

RESOLUTION NO. 19-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO
EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWSBROOK, AN
AGREEMENT FOR LOBBYING AND COMMUNITY RELATIONS SERVICES WITH
STRATEGIA CONSULTING LLC**

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Agreement by and between Strategia Consulting LLC and the Village of Willowbrook to Provide Lobbying and Community Relations Services is hereby approved. A copy of said Agreement is attached hereto as Exhibit "A" and made a part hereof.

BE IT FURTHER RESOLVED that the Village Mayor is authorized to execute said proposal on behalf of the Village of Willowbrook and the Village Clerk is directed to attest to said signature.

Passed and Approved this 10th day of June, 2019:

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

STRATEGIA CONSULTING LLC PROPOSAL

PROFESSIONAL SERVICES AGREEMENT

This Lobbying and Community Relations Agreement (the "Agreement") is entered into this ____ day of June, 2019 by and between the Village of Willowbrook (the "Village") and Strategia Consulting, LLC ("Strategia").

WHEREAS, the Village desires to engage the services of Strategia to provide professional lobbying services on behalf of the Village and professional community relations services to the Village upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, Village and Strategia agree as follows:

1. **Scope of Work.** Strategia shall provide, on behalf of the Village, specific lobbying services and shall further provide to the Village specific community relations services when expressly directed and authorized by the Village Mayor and/or Village Board of Trustees.

2. **Term and Modification.**

a) Term. This engagement shall be effective as of June 10, 2019 and shall continue in full force and effect through December 31, 2019, unless earlier terminated, in writing.

b) Modification. If additional services are requested by the Village, such additional services shall be reduced to writing and signed by both Parties.

c) Termination. The Village may terminate Strategia's engagement to provide services, with or without cause, upon thirty (30) days written notice, with no further obligation other than to pay for such services rendered and expenses incurred through the date of the thirty (30) day notice termination. The parties may mutually agree to terminate Strategia's engagement at any time.

3. **Independent Contractor Status.** In the performance of the professional services hereunder, Strategia shall be an independent contractor and not an employee of the Village, notwithstanding any title that may be assigned to Strategia.

4. **Compliance with Laws; Ethics and Lobbyist Registration; Conflicts.**

a) Strategia will perform all activities under the highest ethical standards and in conformance with all state and federal laws, including but not limited to the Lobbyist Registration Act, the Illinois Governmental Ethics Act and the State Officials and Employees Ethics Act, each as enacted under the State of Illinois. This engagement is not contingent upon a

specific outcome, including the passage or defeat of any legislation or executive or administrative action.

b) Strategia and Village will each comply with all relevant lobbyist registration and reporting requirements. If required by law, Strategia will register the Village as a client with the Illinois Secretary of State's office. As required by the Lobbyist Registration Act under the State of Illinois, Strategia will provide the Illinois Secretary of State's office with the nature of the Village's business and a brief description of the executive, legislative or administrative action in reference to which such lobbying services are being provided to the Village. If required by law, Advisor will also report expenditures attributable to lobbying state officials or employees on the Village's behalf to the Illinois Secretary of State.

5. **Fees and Expenses.**

- a) Strategia shall be paid an hourly fee of \$250.00 for its professional services.
- b) The Village hereby provides Strategia with approval to incur reasonable and necessary expenses not to exceed \$250.00 per month. Any expenses incurred in excess of \$250.00 shall be preapproved, in writing, by the Village.
- c) Invoices submitted to the Village by Strategia shall contain a detailed itemization of each task performed by Strategia on behalf of the Village along with the amount of time expended by Strategia on each task performed.
- d) Payments to Strategia shall be in accord with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.)

6. **General.** The provisions of this Agreement are severable and if any provision or portion thereof shall be found to be void or unenforceable, such findings shall not affect the validity of enforceability of any other provision or portion thereof. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Illinois. Any waiver of any provision of this Agreement or any amendment to this Agreement must be made in writing and signed by the parties hereto. This Agreement constitutes the entire agreement between and signed by the parties thereto. This Agreement constitutes the entire agreement between the Village and Strategia to the subject matter addressed herein, and states fully all agreements, understandings, promises and commitments between the parties as to such subject matter. Strategia and the Village warrant that no promise or inducement has been offered or made except as herein set forth and that the consideration stated herein is the sole consideration for this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, consisting of three (3) pages, as of the day and year first above written.

STRATEGIA CONSULTING, LLC

By: _____
Lissa Druss, President

VILLAGE OF WILLOWBROOK

By: _____
Frank Trilla, Mayor

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, A PROPOSAL WITH POLICY CONFLUENCE, INC. FOR A CIVIC ENGAGEMENT SERVICES AND LICENSING AGREEMENT IN AN AMOUNT NOT TO EXCEED \$4,000.00

AGENDA NO. 8.

AGENDA DATE: 06/10/19

STAFF REVIEW: Mike Mertens, Interim Village Administrator

SIGNATURE: 

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Mike Mertens, Interim Village Administrator

SIGNATURE: 

REVIEWED & APPROVED COMMITTEE: YES NO N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

The Village of Willowbrook is desirous of enhancing transparency and community engagement for its citizens and business community alike. As such the Village has reached out to Policy Confluence Inc. (Polco), a community civic engagement service company, to present their community engagement platform and services. Polco made a formal presentation of the products and services at the May 28, 2019 Village Board meeting.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

As part of a coordinated effort to increase transparency and encourage community engagement staff recommends consideration of entering into a licensing agreement with Policy Confluence Inc (Polco). The one (1) year licensing service contract for the Village of Willowbrook would be in the amount not-to-exceed \$4,000.00.

ACTION PROPOSED: Adopt Resolution.

RESOLUTION NO. 19-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO
EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, A
PROPOSAL WITH POLICY CONFLUENCE, INC. FOR
A CIVIC ENGAGEMENT SERVICES AND LICENSING AGREEMENT
IN AN AMOUNT NOT TO EXCEED \$4,000.00**

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the proposal submitted by Policy Confluence, Inc. for Civic Engagement Services and Licensing Agreement in an Amount Not to Exceed \$4,000.00 is hereby approved. A copy of said Agreement is attached hereto as Exhibit "A" and made a part hereof.

BE IT FURTHER RESOLVED that the Village Mayor is authorized to execute said proposal on behalf of the Village of Willowbrook and the Village Clerk is directed to attest to said signature.

Passed and Approved this 10th day of June, 2019:

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

 ABSENT: _____

EXHIBIT "A"

POLICY CONFLUENCE, INC. PROPOSAL



POLCO

Civic Engagement that Counts

PROPOSAL

Willowbrook, IL

DATE

April 18, 2018

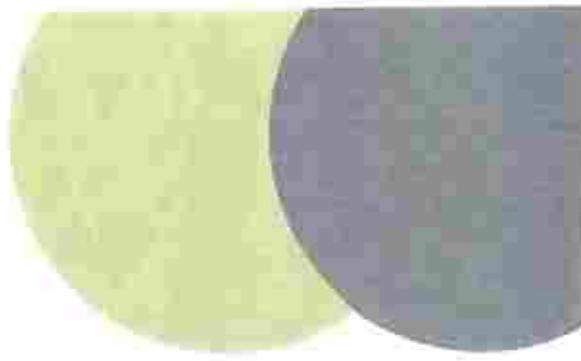
PREPARED BY

Cory Horis-PLASCH

With the intent to obtain success



Civic Communication that Counts



PRODUCT

Polco is a civic engagement platform helping city officials receive ongoing, civil, reliable community sentiment. Polco combines the ease of online outreach with the reliability of analog surveys and polls. Polco is being used to enhance civic engagement in communities across 21 states.

City officials grow their audience of resident respondents by posing questions, surveys, and policy polls to their city or district. The Polco platform verifies and organizes responses according to geographic and demographic breakdowns using voter files and other verification lists.

PROPOSAL

Polco is pleased to offer access to our platform's Tier 1 features for 12 months. Launch and ongoing engagement support is provided by members of the Polco team.

KEY FEATURES

- Unlimited questions, polls, and surveys
- Unlimited responses
- Background details page per question
- Automated real-time results dashboards organized by age, gender, precinct/ward.
- PDFs and online maps of results.
- Message to respondents to share outcomes, or just say thank you.

SPECIFICS



TIMING

Polco license starting May 2019



COST

\$4000 for Tier 1 subscription for 12 months



EXPIRATION

This proposal is good through May 15th, 2019



A NOTE FROM OUR TEAM TO YOURS

Polco was founded by a team of military and public service veteran technologists who are passionate about good governance and civil constructive civic engagement.

We believe there is collective intelligence in a community, but the conversations need to be structured the right way. If they are, we can together unlock insights that can help get input from more than just the vocal **few**, improve city service delivery, save staff time, build stronger connectivity, and improve resident quality of life.



Dear Trustee Kelly, Tim and Michael:

I enjoyed our conversation earlier today and am looking forward to next steps with you. Please do not hesitate to call me at 630-476-0763 or email me at cory@polco.us if you have any questions.

SINCERELY,

CORY PORIS PLASCH
VICE PRESIDENT, CUSTOMER SUCCESS

Branded Profile	The Municipal Profile is branded with the city seal and a description. This profile can post unlimited questions to an unlimited follower base for the length of the contract.
Launch Materials	When starting, each municipality is provided with launch materials to assist in introducing Polco to their residents. Press releases, social media posts and strategy docs are included.
All Question Types	Polco offers multiple choice, yes/no, discussion, allocation, pulse and survey type questions.
Response Breakdowns	Question results can be broken down by a larger range of demographic, geographic and political categories. Defaults include age, gender, precinct/ward, and census block.
PDF Reports	Municipalities can download a PDF report that includes results, result breakdowns and any resident comments provided after responding.
Department Profiles	Municipalities can also supply their individual departments with Polco profiles. This allows departments to collect opinions on projects or initiatives being planned out.
Engagement Consulting	Polco offers engagement strategy consultation to successfully reach constituents. Aiming for broad participation and consistent engagement, we use past experience to help reach goals.
Comment Filters	Comments are able to be filtered by demographic breakdowns including gender, age, and precinct. This helps visualize where and why opinions are made throughout the municipality..
Custom Profile Fields	Municipalities can create custom resident profile fields that act as additional result breakdowns. For example adding, 'Number of children in household' would allow breakdowns by family size.
Custom Verification Lists	Use a list of email addresses in addition to the voter database to verify residents. Lists such as school district lists and email distribution lists can help verify residents.
Survey Science Consulting	With a Survey Scientist on the team, Polco is able to check questions and surveys for structure and biases. Our past experiences help conclude the strength of each question.
Consultation for Stat Significance	With backgrounds in statistics, the Polco team can also help build a statistically significant user base through strategic outreach and marketing of questions, retargeting for relevance.

Pricing	Population: 0-5k	Population: 5-25k	Population: 25-125k	Population: 125k+
Tier 1	\$2,000	\$4,000	\$8,000	\$16,000
Tier 2	\$4,000	\$8,000	\$16,000	\$32,000



Civic Engagement That Counts

HOW IT WORKS



Step 1

Post

Local officials post questions, surveys, and policy polls by entering a few fields. Include relevant images and links on the topics' "background details" page to better inform respondents.



Step 2

Share

Meet your residents where they already are: social media, mobile, email, in-person events, embed eballots on your city's page and in online local news articles. Response data all collect back in one place where it is verified and organized.



Step 3

Analyze

Get real time dashboards and reports of resident sentiment: by district (including precinct/ward maps) and demographics (by age brackets, gender).

Polco helps you engage your community across the policy lifecycle

- Annual Surveys
- High Profile Issues
- Crowdsourcing Ideas
- Strategic Planning
- Performance Measurement
- Topic Prioritization



Tier 1

\$2,000 \$4,000 \$8,000 \$16,000

Branded Profile, Launch Playbook and Consultation, Respondent Verification, Access to Live Question Bank, Participation Rates and Sentiment Breakdowns by age/gender/precinct, Message Back to respondents, Smart Comment System,

Tier 2

\$4,000 \$8,000 \$16,000 \$32,000

Multiple Profiles, Additional Analytics, Anonymous Responses, Additional Verification Lists, Custom Profile Fields, Scientific Survey Consultation, Results CSVs

Get a profile within 24 hours!

Send us your city logo, and we'll set up your account in less than a day. Start engaging your community in a way that counts.



Civic Engagement that Counts



Bring Your Community Together In One Place

Polco's civic engagement tool improves how city officials and residents communicate. Polco delivers the ease and accessibility of an online survey combined with the verification and reliability of in person engagement. Polco was designed from inception for civic environments by former public servants who, after spending time at some of the country's best technology companies, wanted to bring world class communication technology to the civic process.



More participation.

Make it possible for busy and thoughtful residents who struggle to attend in-person events to provide meaningful input through improved accessibility.



More Informed

Each survey, question, and policy poll can carry relevant links and images to inform respondents.



Balance the vocal few.

We all know how they feel. Use citable data from a broader majority to eliminate stalemates and keep moving forward.



Good government.

Better transparency and structured communication delivers better community connectivity, buy in, and resiliency.



Performance Management.

Resident service-delivery satisfaction metrics allow you to quantify success and progress on strategic goals and performance measures. Understand overall community level metrics as well as census track/precinct level sentiments.



Save Staff Time.

Unify your communication channels. Provide social media, email and any other communication channels with an e-ballot and have their input all collect together in one place with automated tabulation and reporting.

Questions about our product?

Get in touch with us at hello@polco.us

<http://info.polco.us/local-government>



POLCO Services and License Agreement

This Agreement ("Agreement") is between _____ ("Customer"), and Policy Confluence, Inc., a Wisconsin based Delaware C corporation, ("Polco") governs respective responsibilities for services and licensing arrangement ("Services"). Customer and Polco may be referred to individually as a Party, or collectively as Parties.

This Agreement provides for services over the period from signed date ("Start Date") through _____ ("Termination Date") for _____ ("Fee").

I. Grant of Limited Right

The services (including access to software and/or apps) outlined in this Agreement are protected by copyright, trade secret, and other intellectual property laws. Customer is granted only the right to use the Services and only for the purposes described by Polco. Polco reserves all other rights in the Services. Until termination of this Agreement and as long as Customer meets any applicable fee or payment obligations and comply with this Agreement, Polco grants Customer a limited, nonexclusive, ~~nontransferable~~ right and license to use the Services.

Nothing in this Agreement grants or shall be construed to grant Customer rights to access or use those portions of the Services that are proprietary and/or trade secrets, including, but not limited to, Polco's users' information, which is defined herein as names, addresses, or any other information, provided by individuals that register and/or use Polco's website, app, or software ("Polco User Data") that isn't presented publicly.

Further, Polco hereby grants to Customer, and Customer hereby accepts the right, privilege and nonexclusive license to use the Polco's brand ("Brand") solely in connection with the Services. Polco represents and warrants that, to the best of its knowledge, it owns the rights to the Brand. Nothing in this Agreement shall be construed to prevent Polco from granting any other licenses for the use of the Brand or Software or from utilizing the Brand or Software in any manner whatsoever. Customer recognizes that there exists great value and good will associated with the Brand, and acknowledges that the Brand and all rights therein and good will pertaining thereto belong exclusively to Polco, and that the Brand has a secondary meaning in the mind of the public. Customer agrees that it will not during the term of this Agreement, or thereafter, attack the title or any rights of Polco in and to the Brand or attack the validity of the license granted herein.

II. Scope of Services

By virtue of this Agreement, Polco is engaged to provide the Services in accordance with the attached Service and Feature List: _____

The Services do not include any Polco User Data, including but not limited to, personally identifiable information, responses to any queries on Polco's website or app, and any other information of a similar nature or otherwise defined in agreements between Polco and Polco's users. Such Polco User Data remains the sole property of Polco and

constitutes trade secrets and proprietary information whose disclosure is prohibited by privacy laws, trade secret laws, other laws and user agreements between Polco and its Users that requires such Polco User Data to be shielded from third parties (unless a User chooses to share Polco User Data) and to protect the privacy of users, to protect Customer from suspected “citizen targeting,” and to further protect Customer from any liability and responsibility that would come with access to, or disclosure of, it.

Following the Effective Date and until such time as the Agreement is terminated, Customer shall not sublease, sublicense, or assign any of its rights under this Agreement. Either party may cancel this Agreement at any time upon providing the other party with 30 days written notice. This Agreement will automatically renew with same terms and conditions unless and until either party terminates it by providing the other party with 30 days written notice.

III. Fees

Polco shall provide its services and limited license outlined in this Agreement for the term of Start Date through Termination Date for Fee.

IV. Warranties, Disclaimers and Exclusive Remedies

Polco warrants that it will provide the Services referenced in this Agreement. If the services provided to you for any given month during the services term were not performed as warranted, you must provide written notice to Polco no later than five business days after the last day of that particular month.

You acknowledge that Polco does not control the transfer of data over communications facilities, including the internet, and that the service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Polco is not responsible for any delays, delivery failures, or other damage resulting from such problems. Polco does not guarantee that the services will be performed error-free or uninterrupted, or that Polco will correct all services errors.

For any breach of the above warranties, Polco will remit a services fee credit to you calculated at five percent (5%) of net monthly fees for the applicable services for the month in which the breach occurred. The credit will be provided only towards any outstanding balance for services owed to Polco, and the remittance of such credit will represent your exclusive remedy, and Polco's sole liability, for all breaches of any warranty specified in the agreement. To the extent not prohibited by law, these warranties are exclusive and there are no other express or implied warranties or conditions including for merchantability, satisfactory quality and fitness for a particular purpose.

V. Limitation of Liability

Neither party shall be liable for any direct, incidental, special, punitive, or consequential damages, or any loss of revenue or profits (excluding fees under the agreement), data,

or data use. Polco's maximum liability for any damages arising out of or related to this agreement, whether in contract or tort, or otherwise, shall in no event exceed, in the aggregate, the total amounts actually paid to Polco for the services under the order that is the subject of the claim in the (12) month period immediately preceding the event giving rise to such a claim. Any damage in your favor against Polco shall be reduced by any refund or credit received by you under the agreement and any such refund and credit shall apply towards the limitation of liability.

VI. Indemnification

Notwithstanding anything contained in this Agreement otherwise limiting liability, Polco agrees to indemnify and hold harmless Customer from and against all third-party suits and causes of action, claims, losses, demands and expenses that Polco has breached its obligations to Customer under Section II (Scope of Services) only with respect to the disclosure of Polco's User Data and to the extent such disclosure is the result of actions predominantly attributable (as agreed to by the parties, such agreement not to be unreasonably withheld) to Polco.

VII. Governing Law and Jurisdiction

The laws of the state of _____, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this agreement.

VIII. Entire Agreement

This Agreement constitutes the entire understanding between the parties as to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties. No amendment to this Agreement will be effective unless it is in writing and signed by both parties.

IX. Severability

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

X. Force Majeure

Neither Party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. The Parties will each use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of

us may cancel unperformed services upon written notice. This section does not excuse either Party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer's obligation to pay for the services.

By signing below, I, as an authorized agent on behalf of the Customer, certify that I have read and agree to be bound by this Agreement and Polco's Terms of Use.

Authorized Agent of Customer (as defined herein):

Authorized Signature: _____

Name/Title: _____

Date: _____ Phone: _____ Email: _____

Signed Agreements and additional questions should be directed to:

Authorized Signature: _____ Date: _____

Nick Mastronardi POLCO CEO

8001 Terrace Ave, Middleton WI 53562

608-709-VOTE (o), 719-357-9452 (m), nick@polco.us,