

## 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, MAY 24, 2021, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

**DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM WEBINAR. MEMBERS OF THE PUBLIC CAN ATTEND THE MEETING VIA ZOOM WEBINAR BY VIDEO OR AUDIO. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.**

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL IN NUMBER:

Dial in Phone Number: 312 626 6799

Meeting ID: 930 1504 2538

Written Public Comments Can Be Submitted By 5:15 P.M. on May 24, 2021, to [cmardegan@willowbrook.il.us](mailto:cmardegan@willowbrook.il.us)

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 10, 2021 (APPROVE)
  - c. Warrants - \$ 361,893.52 (APPROVE)
  - d. ORDINANCE NO. - An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6 (PASS)
  - e. GFOA Certificate of Achievement for Excellence in Financial Reporting Award for the Village's Fiscal Year Ending April 30, 2020. (RECEIVE)
  - f. ORDINANCE NO. - An Ordinance Accepting, Approving and Authorizing the Village Administrator to Execute a Proposal for the Purchase of Ten (10)

- FN Tactical Patrol Rifles and Related Accessories and Equipment. (PASS)
- g. RESOLUTION NO. - A Resolution Approving and Authorizing the Mayor to Execute a Purchase Order for the Purchase of a New In-Car Mobile Video Camera Recording System at a Five (5) Year Cost Not to Exceed \$101,400.00 (ADOPT)
- h. RESOLUTION NO. - A Resolution of the Village of Willowbrook Approving and Authorizing the Village Administrator to Execute a Certain Proposal submitted by Pure Prairie Organics for the 2021 Village Weed Control and Fertilization Program at a Cost Not to Exceed \$19,074.00. (ADOPT)
- i. RESOLUTION NO. - A Resolution to Approve and Authorize the Execution of a Professional Services Agreement by and between WBK Engineering, LLC and the Village of Willowbrook to provide Professional Planning Services. (ADOPT)
- j. Motion - Board Advice and Consent to Mayor's Appointments to Fill Vacancies in the Plan Commission, Board of Police Commissioners, and Police Pension Fund Board. (PASS)
- k. RESOLUTION NO. - A Resolution Accepting and Approving a Professional Legal Services Proposal to Provide Village Traffic and Ordinance Violation Prosecution Services to the Village of Willowbrook. (ADOPT)
- l. ORDINANCE No. - An Ordinance Amending and Recodifying Section 9-14-1.4 Entitled "Plan Commission" of Chapter 14 Entitled "Administration, Enforcement and Variations" of Title 9 Entitled "Zoning Regulations" of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois (PASS)

NEW BUSINESS

6. ORDINANCE NO. - An Ordinance Being the Annual Appropriation Ordinance Making Appropriations for Corporate Purposes for the Village of Willowbrook, DuPage County, Illinois for the Fiscal Year Beginning May 1, 2021 and ending April 30, 2022. (PASS)

7. RESOLUTION NO. - A Resolution Accepting and Approving a Proposal from Axon Enterprise, Inc. for the Purchase and Five (5) Year Maintenance of "AXON 3" Body Worn Cameras for the Police Department at a Total Five (5) Year Cost Not to Exceed \$197,374.70. (ADOPT)
8. RESOLUTION NO. - A Resolution of the Village of Willowbrook Approving and Accepting a Proposal from Sikich, LLP to Perform Professional Audit Services for the Village of Willowbrook for the Fiscal Year Ending April 30, 2021. (ADOPT)
9. RESOLUTION NO. - A Resolution Approving and Ratifying a Professional Services Agreement with Halock Security Labs, Inc., to Perform Containment and Remediation of Ransomware at a Cost Not to Exceed \$12,480.00 and Authorizing the Village Administrator to Execute said Agreement on Behalf of the Village of Willowbrook, DuPage County, Illinois. (ADOPT)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MAY 10, 2021, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at 6:30 P.M. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank A. Trilla, Village Clerk Deborah Hahn, Village Attorney Thomas Bastian, Trustees Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Greg Ruffolo, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Chief Robert Schaller, Deputy Chief Lauren Kasper, Public Works Foreman AJ Passero, Deputy Clerk Mardegan and Judge Brian McKillip.

Due to the COVID-19 pandemic, present Via conference call was Trustee Paul Oggerino, Director of Finance Carrie Dittman, Planning Consultant Ann Choi and Building Official Roy Giuntoli.

Absent: None.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Judge Brian McKillip to lead everyone in saying the Pledge of Allegiance.

4. OATH OF OFFICE

The Honorable Judge Brian McKillip administered the Oath of Office to the following:

- i. VILLAGE TRUSTEE MICHAEL MISTELE
- ii. VILLAGE TRUSTEE GREG RUFFOLO
- iii. VILLAGE TRUSTEE UMBERTO DAVI
- iv. VILLAGE CLERK DEBORAH HAHN
- v. VILLAGE PRESIDENT (MAYOR) FRANK TRILLA



5. VISITORS' BUSINESS

None presented, and no written comments were received.

6. OMNIBUS VOTE AGENDA

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

OMNIBUS VOTE AGENDA:

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - April 26, 2021 (APPROVE)
- c. Warrants - \$296,259.58 (APPROVE)
- d. Monthly Financial Report - April 2021 (APPROVE)
- e. A Proclamation Declaring May 15, 2021, as Police Officers Memorial Day and the Week of May 9<sup>th</sup> - May 15<sup>th</sup>, 2021 as Police Week in the Village of Willowbrook. (ADOPT)
- f. RESOLUTION NO. 21-R-26 - A Resolution of the Village of Willowbrook Supporting Restoration of Local Government Distributive Fund Revenue. (ADOPT)
- g. ORDINANCE NO. 21-O-23 - An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6. (PASS)
- h. RESOLUTION NO. 21-R-27 - A Resolution of the Village of Willowbrook Approving and Accepting a Proposal From Sikich, LLP for Services to Create a Request for Proposals for IT Managed Services and to Assist in the Evaluation and Selection Process. (ADOPT)
- i. RESOLUTION NO. 21-R-28 - A Resolution Approving and Authorizing the Purchase of One (1) Livescan Rugged Booking Cabinet at a Total Cost Not to Exceed \$20,650.00. (ADOPT)
- j. Receive Plan Commission Recommendation - Public Hearing Case 21-05: Consideration of a petition requesting review and recommendation regarding a Final Plat for 7809 and 7815 Clarendon Hills Road, Willowbrook, Illinois (minor subdivision

for a lot line adjustment between two residential lots), approval of written recommendation regarding a Final Plat for 7809 and 7815 Clarendon Hills Road, Willowbrook, Illinois (minor subdivision for a lot line adjustment between two residential lots), approval of a variation from Section 9-3-7(B)1 of the Village of Willowbrook Zoning Ordinance to reduce the minimum required setback on Clarendon Hills Road from seventy feet (70') to forty-feet (40') for the newly proposed Lot 2, and consideration of other such relief, exceptions, and variations from Title 9 and Title 10 of the Village Code. The Applicant for this petition is Icon Building Group, 106 Roman Lane, Hawthorne Woods, IL 60047. The property owners are Joseph and Catherine McHugh, 7815 Clarendon Hills Road, Willowbrook IL 60527, and Michael Gwozdz and Catherine McHugh (Gwozdz), 7809 Clarendon Hills Road, Willowbrook IL 60527. (RECEIVE)

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

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to approve the Omnibus Vote Agenda as presented.

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

MOTION DECLARED CARRIED

#### NEW BUSINESS

7. RESOLUTION No. 21-R-29 - A Resolution Pursuant to Title 5, Chapter 1, Section 5-1-14 of the Village Code to Deviate from the Police Department Hiring Rotation Process and Affect the Original Appointment of One (1) Lateral Police Candidate for the Rank of Patrol Officer. (ADOPT)

Chief Schaller related that a vacancy has been created due to the resignation of a patrol officer from the field training program. The Police department currently has no reserved spots for the upcoming May police academy class. Due to the terms and conditions of fulfilling the COPS grant and the lack of a reservation at the police academy, a deviation from the hiring

rotation as defined in Section 5-1-14 of the Municipal Code of the Village of Willowbrook is requested to effect the hiring from the lateral transfer applicant list.

Trustee Mistele questioned would we replace this officer with a lateral hire?

Chief Schaller responded yes.

MOTION: Made by Trustee Davi and seconded by Trustee Ruffolo to adopt Resolution No. 21-R-29 as presented.

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

MOTION DECLARED CARRIED

8. ORDINANCE NO. 21-O-24 - An Ordinance of the Village of Willowbrook Dissolving the Willowbrook Parks and Recreation Commission.

Assistant Administrator Halloran stated in accordance with the Village's organizational priorities for 2021, staff has evaluated the restructuring of the Parks and Recreation Commission and is recommending dissolving the commission. Staff is incredibly grateful for the countless hours dedicated by volunteers since its inception. Moving forward, staff will continue to evaluate the priorities for recreational activities to enhance services and community events for Willowbrook residents.

MOTION: Made by Trustee Berglund and seconded by Trustee Davi to pass Ordinance No. 21-O-24 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION NO. 21-R-30 - A Resolution to Approve and Authorize the Execution of an Agreement for Professional Engineering Services to Perform a Risk and Resilience Assessment & Emergency Response Plan for the Village's Public Water Supply and the Preparation of a Capital Improvement Plan By and Between Christopher B. Burke Engineering, Ltd. and the Village of Willowbrook. (ADOPT)

Public works Foreman Passero reported, in 2018, the United States Congress enacted the American Water Infrastructure Act (AWIA). Section 2013 of the Act requires that community water systems serving more than 3,300 people complete a risk and resilience assessment and develop an emergency response plan. The engineering services under this proposal's Scope of Services are to prepare a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) for Willowbrook's public water supply system in conformance with the guidelines outlined by the USEPA and the AWWA. Upon the completion and acceptance by the Village of the RRA and ERP, the Village can submit the Certifications to USEPA confirming that the Village has complied with Section 2013 of the American Water Infrastructure Act of 2018. The Capital Improvement Plan (CIP), prepared concurrently with the RRA and ERP, will be used for future water infrastructure improvements.

Trustee Mistele asked how long will this take?

Dan Lynch, Village Engineer, responded ninety days from the notice of receiving.

MOTION: Made by Trustee Mistele and seconded by Trustee Neal to adopt Resolution No. 21-R-30 as presented.

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

MOTION DECLARED CARRIED

10. RESOLUTION NO. 21-R-31 - A Resolution to Approve and Authorize the Execution of an Agreement for Professional Engineering Services to Perform a Comprehensive Water Rate Study in the Village of Willowbrook By and Between Christopher

B. Burke Engineering, Ltd. And the Village of Willowbrook.  
(ADOPT)

Public works Foreman Passero shared, The Village of Willowbrook receives its Chicago water supply through the DuPage Water Commission. The last water rate adjustment by the Village of Willowbrook occurred on January 1, 2015. A summary of the rate increases by the Village and the DuPage Water Commission (DWC) is attached for your review.

As of right now, the Village does not have an established system for setting water rates or rate adjustments. Every couple of years, a water system needs an assessment to evaluate the age of the water mains, pipes, valves, and other system components to determine the system's future capital needs. The goal of this study is to evaluate funding for future capital improvement needs and operational expenses as compared to existing and proposed rate structures. The results of the analysis will allow for financial stability and justification for water rates moving forward. The study will offer water rates centered on a base system maintenance number applied to all users and water usage rates to balance the customer base and the community's needs.

Mayor Trilla asked if this study will show data from other communities?

Dan Lynch, Village Engineer responded, yes, it will.

Trustee Mistele asked how long will this survey take to conduct?

Engineer Lynch stated four (4) months after the first study is completed.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution No. 21-R-31 as presented.

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

MOTION DECLARED CARRIED

11. ORDINANCE NO. 21-O-25 - An Ordinance Granting Special Use Permits for a Fast-Food Establishment and Drive Through Use and Granting Certain Variations from the Zoning Ordinance - PC 21-01: 7505 Kingery Highway - Panda Express (PASS)

- Consultant Choi reported, the property consists of a total of 1.0 acre and is located at the southeast corner of Illinois Route 83 and 75<sup>th</sup> Street. The property is zoned B-2 Community Shopping and is surrounded by the Willowbrook/Wingren Shopping Center to the north, Potbelly's restaurant to the west, Willowbrook Key Light Manufacturing to the east, the Red Roof Inn to the south.
- If you recall, the Village Board last saw concepts for the proposed Panda Express special use and variations requests back in February of this year. Comments issued by IDOT in early January raised the issue of the new proposed driveway on Route 83. Since it encroached into the property to the south, IDOT proposed two solutions: the first was to provide a Lot Line Agreement with the neighbor to the south, but if this were not feasible, then the driveway would need to shift north several feet so that no part of the driveway encroaches into the right-of-way area next to the property to the south. The Applicant was able to achieve an agreement with Red Roof Inn in exchange for a cross access driveway between the subject property and Red Roof Inn, and the Applicant was thus able to shift the driveway further to the south, so avoid the relocation of the existing RLR camera which is currently sited right next to the Route 83 driveway. This had impacts on the variations requested, which necessitated a new public hearing.
- The subject property is currently accessed from IL Route 83 and 75<sup>th</sup> Street via three driveways, two on 75<sup>th</sup> Street and one on Route 83. The Panda Express site layout proposes constructing new access driveways in the approximate location of the existing access driveways, with the exception of the westernmost right-in only site access drive on 75<sup>th</sup> Street, which will be closed off and curbed. The access on 75<sup>th</sup> Street will be a full movement for inbound traffic and limited to a right-out only during the hours of 4-6 PM on Mondays-Fridays. The access on IL Route 83/Kingery Highway will remain as a right-in/right-out access.
- According to the Traffic Plan [page 258], the proposed site layout is designed to provide a total storage length of 7

vehicles for the drive-through window queue, with the placement of the menu/order board at the fifth car. Furthermore, two drive-through parking pick-up spaces are proposed to help reduce drive-through queueing as needed during peak business hours.

- The Traffic Study has been reviewed by the Village's traffic consultant, who found the study to adequately address the comments, questions, and concerns raised during the multiple reviews.
- One of the recommended conditions of approval from the Plan Commission was to eliminate the restriction on the 75th Street driveway from right out only to allow vehicles to make a left out onto 75<sup>th</sup> Street from the Panda Express property. This change was requested due to the new cross-access driveway granted to the Red Roof Inn property to the south to allow hotel patrons access through the restaurant property to gain access to 75<sup>th</sup> Street and to allow those patrons to go westbound if so desired.
- The Village's traffic engineer has reviewed all of the documentation provided and found the plans to adequately address her previous comments regarding traffic, parking, and on-site circulation, and offered the following additional information pertaining to Plan Commission recommendation.
- There are several benefits to permit left-turn movements exiting the site access to 75th Street westbound, including minimizing recirculation through the roadway system to the east and minimizing U-turn maneuvers, reducing the potential for weaving maneuvers (a vehicle that is destined to the west on 75<sup>th</sup> Street would not have to exit right out onto IL Route 83 across multiple lanes of traffic to get to the left-turn lane), as well as during the Saturday midday (peak lunch) and off-peak timeframes the westbound vehicle queue on 75th Street at Kingery Highway does not block the proposed site access.
- Accordingly, the following alternatives were previously presented to the applicant to accommodate the Plan Commission recommendation:
  - Install a "Do Not Block Driveway" sign on westbound 75th Street in advance of the Panda Express access. This could be supplemented with pavement marking on 75th Street, or
  - Sign the access (northbound approach to 75th Street) "No Left-Turn, Monday to Friday from 4-6 PM".

- The revised Traffic Plan included in your agenda packets consists of the time-of-day restriction to prohibit left-turn movement between the hours of 4-6 PM on Mondays through Fridays and was found acceptable by the Village's traffic engineer.
- The Applicant is requesting four variations from the setback requirements of the Zoning Ordinance. Relief is requested from the 100-foot specific setback and 60-foot front yard setback on Route 83, from the 60-foot exterior side yard setback on 75<sup>th</sup> Street and the interior side parking area setback. The subject property is further governed by Ordinance No. 94-O-16, which provided significant zoning relief from the specific setbacks and B-2 bulk regulations. Staff also considered the reduced setbacks of adjoining properties and the Village's history of allowing reduced setbacks in similar instances.

#### **Site Lighting**

- Site lighting is in general compliance with Village Code and standard engineering methods. Please note that the Village reserves the right to require glare shields to be installed, should it deem appropriate.

#### **Landscaping**

- The modifications to the site are an improvement over the existing conditions. Additional foundation, interior parking lot, and perimeter landscape areas will improve circulation and safety. A significant amount of new landscaping is being provided site wide.

#### **Signage**

- One freestanding ground sign is proposed at the northwest corner of the site, in the approximate location of the existing ground sign for the Shell gas station. A total of 4 wall signs are proposed, and the combined signage is under the required total sign surface area required.

#### **Parking & Loading**

- A 2,300 square foot restaurant requires 23 parking spaces, or 1 space for every 100 square feet of gross floor area. The facility is providing forty-six (46) parking spaces which exceeds the requirement and will be useful in servicing the additional seasonal outdoor seating as well, which is currently not proposed and not technically included in the



parking requirement. The proposed fast food establishment is below the threshold of 5,001 square feet to trigger the requirement of providing a loading berth.

### **Contaminants**

The Applicant has a purchase agreement in place with the current property owner/seller (True North Energy, LLC) for the property that outlines the removal procedure for any contaminants from the existing gas station. This agreement states a No Further Remediation (NFR) letter from the Illinois Environmental Protection Agency (IEPA) is the responsibility of the current property owner/seller; therefore, the purchase of the property is contingent on the current property owner/seller to obtain the NFR letter from the IEPA (that is acceptable to the Applicant for its intended use of the property). The Village is agreeable to this and has added a condition of approval that the NFR letter will be required at time of building permit if the seller and buyer have the NFR letter as a condition of the sale closing.

### **Staff Recommendation**

- Staff does not have any objections to the proposed special use for a fast-food establishment with a drive through. The site improvements create an improved situation than exists today even though variations are required.

### **Conclusion**

- And that concludes my presentation. I am available for any questions. The Applicant's team is also present for questions.

Mayor Trilla questioned the safety of the left-hand turn lane onto 75<sup>th</sup> Street.

Consultant Choi assured the Mayor that it is safe. Based on the recommendations, left hand turns will be restricted, not allowing left turns onto 75<sup>th</sup> Street during peak times, Monday through Friday, from 4 p.m. to 6 p.m.

Trustee Neal asked if the easement will automatically be transferred with the sale of the property.

Attorney Bastien responded, yes.

MOTION: Made by Trustee Berglund and seconded by Trustee Mistele to pass Ordinance No. 21-O-25 as presented.

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

MOTION DECLARED CARRIED

12. CLOSED SESSION

The Appointment, Employment, Compensation, Discipline, Performances or Dismissal of Specific Village Employees

Discussion was had on the employment contracts. There was no need for closed session at this evening's meeting.

13. RECONVENE BOARD MEETING

As a closed session was not required, reconvening was also unnecessary.

14. RESOLUTION NO. 21-R-32 - A Resolution Approving and Authorizing the Mayor to Execute, on Behalf of the Village of Willowbrook, an Employment Agreement with Robert Schaller for the Employment Position of Chief of Police of the Village of Willowbrook, DuPage County, Illinois (ADOPT)

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution No. 21-R-32 as presented.

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

MOTION DECLARED CARRIED

15. RESOLUTION NO. 21-R-33 - A Resolution Approving and Authorizing the Mayor to Execute, on Behalf of the Village of Willowbrook, an Employment Agreement with Caroline A. Dittman for the Employment Position of Director of Finance of the Village of Willowbrook, DuPage County, Illinois (ADOPT)

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution No. 21-R-33 as presented.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None. UNAVAILABLE: Oggerino no response due to zoom connection.

MOTION DECLARED CARRIED

16. RESOLUTION NO. 21-R-34- A Resolution Approving and Authorizing the Mayor to Execute, on Behalf of the Village of Willowbrook, an Employment Agreement with Brian Pabst for the Employment Position of Village Administrator of the Village of Willowbrook, DuPage County, Illinois (ADOPT)

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution No. 21-R-34 as presented.

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

MOTION DECLARED CARRIED

#### PRIOR BUSINESS

#### 17. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report but was glad to be back to the in-person meetings.

Trustee Berglund had no report but wished the Mayor a Happy Birthday.

Trustee Davi had no report but introduced his family to the Board and thanked them for attending the meeting.

Trustee Oggerino had no report.

#### 18. ATTORNEY'S REPORT

Attorney Bastian congratulated the Newly Elected Board Members, Mayor and Clerk.

19. CLERK'S REPORT

Clerk Hahn had no report.

20. ADMINISTRATOR'S REPORT

Administrator shared that the Village will be receiving disbursement of 1.6 million dollars from the federal government for the American Rescue Plan approved by Congress and signed by the President on March 11, 2021. The first distribution will be in May or June of this year, with the remainder to be distributed in 2022.

21. MAYOR'S REPORT

Mayor Trilla thanked the Board of Trustees, the Clerk and the new Assistant Administrator for all their hard work.

22. ADJOURNMENT

MOTION: Made by Trustee Mistle and seconded by Trustee Davi to adjourn the Regular Meeting at the hour of 7:12 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2021.

\_\_\_\_\_  
Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

WARRANTS

May 24, 2021

GENERAL CORPORATE FUND	.....	\$231,708.53
WATER FUND	.....	\$126,943.49
RT 83/PLAINFIELD RD BUSINESS DIST TAX	.....	\$ 3,241.50
TOTAL WARRANTS	.....	\$361,893.52

Carrie Dittman, Director of Finance



APPROVED:

Frank A. Trilla, Mayor

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
 CHECK DATE FROM 05/12/2021 - 05/25/2021

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/25/2021	APCH	97070*#	ACCESS ONE, INC.	PHONE - TELEPHONES	455-201	10	58.30
				PHONE - TELEPHONES	455-201	10	455.80
				PHONE - TELEPHONES	455-201	10	49.30
				PHONE - TELEPHONES	455-201	10	49.30
				INTERNET/WEBSITE HOSTING	460-225	10	400.00
				PHONE - TELEPHONES	455-201	20	92.51
				PHONE - TELEPHONES	455-201	20	92.51
				PHONE - TELEPHONES	630-201	30	356.76
				INTERNET/WEBSITE HOSTING	640-225	30	400.00
				TELEPHONES	710-201	35	92.51
				CHECK APCHK 97070 TOTAL FOR FUND 01:			2,046.99
05/25/2021	APCH	97071	ACCOUNTTEMPS	CONSULTING FEES - CLERICAL	471-253	10	495.30
				CONSULTING FEES - CLERICAL	471-253	10	845.10
				CHECK APCHK 97071 TOTAL FOR FUND 01:			1,340.40
05/25/2021	APCH	97073	AMATEUR SOFTBALL ASSOCIATION	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	200.00
05/25/2021	APCH	97074	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - CAMERA FEES	630-247	30	22,475.00
				RED LIGHT - MISC FEE	630-249	30	1,065.00
				CHECK APCHK 97074 TOTAL FOR FUND 01:			23,540.00
05/25/2021	APCH	97075	ARROWHEAD SCIENTIFIC INC	JAIL SUPPLIES	650-343	30	170.47
05/25/2021	APCH	97076	BLA, INC.	PLAN REVIEW - TRAFFIC CONSULTANT	520-258	15	1,350.00
				PLAN REVIEW - TRAFFIC CONSULTANT	520-258	15	540.00
				PLAN REVIEW - TRAFFIC CONSULTANT	520-258	15	1,170.00
				CHECK APCHK 97076 TOTAL FOR FUND 01:			3,060.00
05/25/2021	APCH	97077	BRYAN'S GARAGE DOOR SOLUTIONS	MAINTENANCE - PW BUILDING	725-418	35	8,032.00
05/25/2021	APCH	97078	BUTTREY RENTAL SERVICE, INC.	EQUIPMENT RENTAL	750-290	35	359.95
05/25/2021	APCH	97079	CARROLL CONSTRUCTION SUPPLY	STREET & ROW MAINTENANCE	750-328	35	364.65
05/25/2021	APCH	97080	CHICAGO SUN-TIMES, INC	PRINTING & PUBLISHING	510-302	15	491.00
05/25/2021	APCH	97081	CHICAGO TRIBUNE	PRINTING & PUBLISHING	510-302	15	113.45
05/25/2021	APCH	97082#	CHRISTOPHER B. BURKE	FEES - ENGINEERING-REIMB	520-245	15	1,177.76
				FEES - ENGINEERING-REIMB	520-245	15	770.00
				FEES - ENGINEERING-REIMB	520-245	15	520.00

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
 CHECK DATE FROM 05/12/2021 - 05/25/2021

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				FEES - ENGINEERING	720-245	35	1,242.44
				FEES - ENGINEERING	720-245	35	815.00
				FEES - DRAINAGE ENGINEER	820-246	40	605.00
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	220.00
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	330.00
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	165.00
				CHECK APCHK 97082 TOTAL FOR FUND 01:			5,845.20
05/25/2021	APCH	97083	CINTAS CORPORATION NO 2	MAINTENANCE - PW BUILDING	725-418	35	97.76
				MAINTENANCE - PW BUILDING	725-418	35	30.00
				MAINTENANCE - PW BUILDING	725-418	35	70.14
				MAINTENANCE - PW BUILDING	725-418	35	81.18
				CHECK APCHK 97083 TOTAL FOR FUND 01:			279.08
05/25/2021	APCH	97084*	COMED	RED LIGHT - COM ED	630-248	30	32.14
				RED LIGHT - COM ED	630-248	30	39.55
				RED LIGHT - COM ED	630-248	30	39.09
				ENERGY - STREET LIGHTS	745-207	35	39.67
				ENERGY - STREET LIGHTS	745-207	35	372.90
				CHECK APCHK 97084 TOTAL FOR FUND 01:			523.35
05/25/2021	APCH	97085	COMMERCIAL TIRE SERVICE, INC	MAINTENANCE - VEHICLES	735-409	35	265.45
05/25/2021	APCH	97087	DOROTHY WIENCEK	PARK PERMIT FEES	310-814	00	100.00
05/25/2021	APCH	97088	DU-COMM	RADIO DISPATCHING	675-235	30	3,548.35
				RADIO DISPATCHING	675-235	30	69,867.75
				CHECK APCHK 97088 TOTAL FOR FUND 01:			73,416.10
05/25/2021	APCH	97089	DUPAGE COUNTY PUBLIC WORKS	SANITARY (7760 QUINCY)	630-250	30	28.42
05/25/2021	APCH	97090	DUPAGE COUNTY RECORDER	FEES/DUES/SUBSCRIPTIONS	455-307	10	244.00
05/25/2021	APCH	97092	EWS WELDING SUPPLY, INC	MAINTENANCE - BUILDING	466-228	10	54.37
05/25/2021	APCH	97093*#	FOX TOWN PLUMBING INC	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	8,520.00
05/25/2021	APCH	97094	GRIT PIPE SOLUTIONS LLC	JET CLEANING CULVERT	750-286	35	2,200.00
				JET CLEANING CULVERT	750-286	35	3,120.00
				CHECK APCHK 97094 TOTAL FOR FUND 01:			5,320.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/25/2021	APCH	97096*	HOME DEPOT CREDIT SERVICES	MAINTENANCE - EQUIPMENT	740-411	35	731.93
				MAINTENANCE - EQUIPMENT	740-411	35	299.00
				MAINTENANCE - EQUIPMENT	740-411	35	1,128.61
				STREET & ROW MAINTENANCE	750-328	35	129.90
				CHECK APCHK 97096 TOTAL FOR FUND 01:			2,289.44
05/25/2021	APCH	97097	HOMER INDUSTRIES	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	700.00
				ADA PARK MAINTENANCE	590-519	20	700.00
				CHECK APCHK 97097 TOTAL FOR FUND 01:			1,400.00
05/25/2021	APCH	97098	HR SIMPLIFIED	HEALTH/DENTAL/LIFE INSURANCE	455-141	10	100.00
05/25/2021	APCH	97099	HUNTER ASPHALT PAVING INC	STREET & ROW MAINTENANCE	750-328	35	12,750.00
05/25/2021	APCH	97100*	ILLINOIS DEPT. OF TRANSPORTATION	MAINTENANCE - TRAFFIC SIGNALS	745-224	35	341.64
05/25/2021	APCH	97101	INDUSTRIAL ORGANIZATIONAL SOLUTI	EXAMS - WRITTEN	440-542	07	275.00
05/25/2021	APCH	97102	IRMA	SELF INSURANCE - DEDUCTIBLE	645-273	30	1,331.92
05/25/2021	APCH	97103	KANE, MCKENNA & ASSOCIATES, INC.	CONSULTING	455-306	10	950.00
05/25/2021	APCH	97104	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
				FUEL/MILEAGE/WASH	630-303	30	325.00
				CHECK APCHK 97104 TOTAL FOR FUND 01:			650.00
05/25/2021	APCH	97105#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	630-315	30	226.65
				COPY SERVICE	630-315	30	55.81
				COPY SERVICE	810-315	40	726.46
				CHECK APCHK 97105 TOTAL FOR FUND 01:			1,008.92
05/25/2021	APCH	97106	METROPOLITAN EMER RESP & INV TEA	FEES/DUES/SUBSCRIPTIONS	630-307	30	4,000.00
05/25/2021	APCH	97108	MID AMERICAN WATER	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,284.60
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,185.00
				CHECK APCHK 97108 TOTAL FOR FUND 01:			5,469.60
05/25/2021	APCH	97109	MITECHS, INC.	EDP LICENSES	460-263	10	240.00
05/25/2021	APCH	97110	MUNICIPAL CLERKS OF DUPAGE CNTY	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	30.00
05/25/2021	APCH	97111	NCPPERS GROUP LIFE INSURANCE	EMP DED - SUPPLEMENTAL LIFE INSURANCE	210-213	00	80.00
05/25/2021	APCH	97112	NOTARY SERVICE BONDING AGENCY	FEES/DUES/SUBSCRIPTIONS	630-307	30	53.95



Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/25/2021	APCH	97113	ORKIN EXTERMINATING	FEES/DUES/SUBSCRIPTIONS	630-307	30	96.63
05/25/2021	APCH	97114	PIOTR OPACIAN	UNIFORMS	630-345	30	205.89
05/25/2021	APCH	97115	PUBLIC SAFETY DIRECT INC	MAINTENANCE - VEHICLES	630-409	30	544.30
05/25/2021	APCH	97116	RAGS ELECTRIC, INC	BALLFIELD MAINTENANCE	570-280	20	363.50
05/25/2021	APCH	97117	RATHS, RATHS & JOHNSON, INC.	PLAN REVIEW - STRUCTURAL-REIMB	820-255	40	697.50
				PLAN REVIEW - STRUCTURAL-REIMB	820-255	40	2,916.00
				CHECK APCHK 97117 TOTAL FOR FUND 01:			3,613.50
05/25/2021	APCH	97118	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	241.95
				UNIFORMS	630-345	30	224.98
				UNIFORMS	630-345	30	309.99
				UNIFORMS	630-345	30	46.99
				UNIFORMS	630-345	30	10.00
				UNIFORMS	630-345	30	134.97
				UNIFORMS	630-345	30	149.99
				UNIFORMS	630-345	30	417.97
				UNIFORMS	630-345	30	149.98
				UNIFORMS	630-345	30	41.00
				CHECK APCHK 97118 TOTAL FOR FUND 01:			1,727.82
05/25/2021	APCH	97119	T.P.I.	PLAN REVIEW - BUILDING CODE-REIMB	820-258	40	10,290.00
				PLAN REVIEW - BUILDING CODE	820-258	40	336.00
				PLAN REVIEW - BUILDING CODE-REIMB	820-258	40	3,855.75
				PART TIME - INSPECTOR-REIMB	830-109	40	3,486.00
				PLUMBING INSPECTION-REIMB	830-115	40	1,150.00
				CHECK APCHK 97119 TOTAL FOR FUND 01:			19,117.75
05/25/2021	APCH	97120*#	TAMELING GRADING	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	2,790.00
				SITE IMPROVEMENTS	750-289	35	5,965.00
				STREET & ROW MAINTENANCE	750-328	35	5,760.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,528.50
				CHECK APCHK 97120 TOTAL FOR FUND 01:			16,043.50
05/25/2021	APCH	97122	TEMPERATURE ENGINEERING INC	MAINTENANCE - GARAGE	725-413	35	1,995.00
05/25/2021	APCH	97123	THOMAS J BRESCIA	FEES - FIELD COURT ATTORNEY	630-241	30	2,255.00
05/25/2021	APCH	97124	THOMPSON ELEV. INSPECT. SERVICE	PLAN REVIEW - BUILDING CODE-REIMB	820-258	40	300.00

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
 CHECK DATE FROM 05/12/2021 - 05/25/2021

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/25/2021	APCH	97125	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	185.57
05/25/2021	APCH	97126	TRAFFIC CONTROL & PROTECTIONS	EQUIPMENT RENTAL	755-290	35	250.00
05/25/2021	APCH	97127	TRAFFIC LOGIX CORP	STREET IMPROVEMENTS	765-685	35	2,960.00
05/25/2021	APCH	97128	VAN'S ENTERPRISES LTD	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	556.00
05/25/2021	APCH	97129*#	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	42.47
				PHONE - TELEPHONES	455-201	10	84.94
				PHONE - TELEPHONES	630-201	30	890.18
				TELEPHONES	710-201	35	84.94
				TELEPHONES	810-201	40	42.47
				CHECK APCHK 97129 TOTAL FOR FUND 01:			1,145.00
05/25/2021	APCH	97130	VILMA MALICKAS	PARK PERMIT FEES	310-814	00	200.00
05/25/2021	APCH	97131#	WAREHOUSE DIRECT	OFFICE SUPPLIES	455-301	10	39.04
				COMMISSARY PROVISION	455-355	10	16.99
				OFFICE SUPPLIES	630-301	30	395.97
				OPERATING EQUIPMENT	630-401	30	20.36
				OPERATING EQUIPMENT	630-401	30	19.98
				OPERATING EQUIPMENT	630-401	30	136.07
				OPERATING EQUIPMENT	630-401	30	109.14
				CHECK APCHK 97131 TOTAL FOR FUND 01:			737.55
05/25/2021	APCH	97132	WBK ENGINEERING LLC	PLAN REVIEW - PLANNER	520-257	15	12,032.12
05/25/2021	APCH	97133	WESTERN FIRST AID & SAFETY	OPERATING SUPPLIES & EQUIPMENT	710-401	35	68.03
05/25/2021	APCH	97134	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	82.42
05/25/2021	APCH	97135#	WEX HEALTH, INC	EMP DED PAY - FSA FEE	210-221	00	28.56
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	21.44
				CHECK APCHK 97135 TOTAL FOR FUND 01:			50.00
05/25/2021	APCH	97136	WORD SYSTEMS LLC	EDP LICENSES	640-263	30	1,893.60
				Total for fund 01 GENERAL FUND			231,708.53


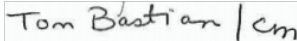
CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
 CHECK DATE FROM 05/12/2021 - 05/25/2021

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
05/25/2021	APCH	207(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	114,518.74
05/25/2021	APCH	97070*#	ACCESS ONE, INC.	PHONE - TELEPHONES	401-201	50	92.71
				PHONE - TELEPHONES	401-201	50	92.51
				CHECK APCHK 97070 TOTAL FOR FUND 02:			185.22
05/25/2021	APCH	97072	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	7.80
05/25/2021	APCH	97084*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	908.01
05/25/2021	APCH	97086	CORRPRO COMPANIES, INC	WELLHOUSE REPAIRS & MAINTENANCE - L.H	425-473	50	820.00
				WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	820.00
				REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	820.00
				CHECK APCHK 97086 TOTAL FOR FUND 02:			2,460.00
05/25/2021	APCH	97093*#	FOX TOWN PLUMBING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,350.00
05/25/2021	APCH	97095	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,440.00
05/25/2021	APCH	97096*#	HOME DEPOT CREDIT SERVICES	CHEMICALS	420-361	50	64.88
05/25/2021	APCH	97107	METROPOLITAN INDUSTRIES INC	REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	615.00
05/25/2021	APCH	97120*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,475.50
05/25/2021	APCH	97121	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	833.40
05/25/2021	APCH	97129*#	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	84.94
				Total for fund 02 WATER FUND			126,943.49

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
05/25/2021	APCH	97091	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	1,875.00
05/25/2021	APCH	97100*#	ILLINOIS DEPT. OF TRANSPORTATION	MAINT TRAFFIC SIGNALS	745-224	15	1,366.50
			TOTAL - ALL FUNDS	Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			3,241.50
							361,893.52

'\*'-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****AN ORDINANCE EXTENDING TEMPORARY EXECUTIVE POWERS  
PURSUANT TO 65 ILCS 5/11-1-6****AGENDA NO.** 5.d.**AGENDA DATE:** 05/24/21**STAFF REVIEW:** Sean Halloran, Assistant Village Administrator**SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Brian Pabst, Village Administrator**SIGNATURE:** **REVIEWED & APPROVED BY COMMISSION:** YES ☐ NO ☐ N/A ☒**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM,  
OTHER PERTINENT HISTORY)**

In late 2019, a new and significant outbreak of Coronavirus Disease 2019 (COVID-19) emerged in China. The World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020, and the United States Secretary of Health and Human Services declared that COVID-19 presented a public health emergency on January 27, 2020.

On March 9, 2020, Illinois Governor JB Pritzker declared all counties in the State of Illinois as a disaster area (Governor's Disaster Proclamation). Following the lead of Governor J. B. Pritzker, health agencies on both the State and Federal level, the DuPage County Board, on March 16, 2020, passed the DuPage County Disaster Proclamation. The Centers for Disease Control (CDC) and World Health Organization have declared the COVID-19 a global pandemic.

On July 24, 2020, Illinois Governor JB Pritzker issued an additional Executive Order amending the criteria. On October 20, 2020, the Governor implemented additional restrictions limiting gatherings sizes and banning indoor bar and restaurant services beginning on October 23, 2020, for regions 7 and 8. On December 11, 2020, the Governor issued Executive Order 2020-74, further tightening restrictions on bars, restaurants, and social gatherings to help mitigate the spread of COVID-19. On November 20, 2020, the Governor implemented Tier 3 Resurgence Mitigation restrictions to combat the exponential growth of COVID-19 within the State. On January 18, 2021, the Governor revised the regulations for regions that have met certain criteria. Most recently, the Governor revised the restrictions and announced the entire state has entered into the bridge phase as of May 14, 2021. The Village of Willowbrook is part of Region 8 and this Region has met criteria to be reclassified to Tier 1 restrictions

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

It is the policy of the Village of Willowbrook that the corporate authorities will be prepared to address any emergencies and, therefore, pursuant to Section 5/11-1-6 of the Illinois Municipal Code, it is necessary and appropriate to establish standards for the determination of whether a state of emergency exists authorizing the mayor to exercise extraordinary power and authority, by executive order, during the possible state of emergency, to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure.

If the ordinance is approved, it would allow for the follow items allowable through the code of ordinances:

a) All actions reasonably and expeditiously necessary to respond to the local state of emergency; and

- b) Approve previously appropriated expenditures of the Village for the purpose of continuing the operations of the Village; and
- c) In the event the local state of emergency extends beyond the current fiscal year and a new budget has not been approved, the Mayor shall be authorized to approve new spending by the Village during the existence of the local state of emergency;
- d) Canceling meetings of any board or commission to which the Mayor appoints members. Any such cancellation shall automatically extend such deadlines for required actions by such board of commission as is specified in the cancellation notice;
- e) Suspend licenses or permits for special events or any other licenses or permits issued by the Village which in the judgment of the Mayor could impact the public health or well-being of residents or visitors to the community;
- f) Authorize any purchase for which funds are available reasonably related to the local state of emergency; and
- g) Authorize to close Village facilities as is reasonably required to protect the health of the public and employees of the Village related to the local state of emergency.

This Extension of the Temporary Executive Power Ordinance will be in full affect until the next regular meeting of the Village Board of the Village of Willowbrook.

**ACTION PROPOSED: Pass the Ordinance.**

**ORDINANCE NO. 21-O-**

**AN ORDINANCE EXTENDING TEMPORARY  
EXECUTIVE POWERS PURSUANT TO 65 ILCS 5/11-1-6**

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**WHEREAS**, on March 23, 2020, the Governor of the State of Illinois issued Executive Order 2020-10 ordering all individuals, with certain exceptions, to shelter in place through April 7, 2020; and

**WHEREAS**, during the March 23, 2020 regular meeting of the Mayor and Board of Trustees of the Village of Willowbrook, the Village Board adopted and approved Ordinance 20-O-08, entitled “An Ordinance Establishing Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6”; and

**WHEREAS**, on March 23, 2020, Village Mayor, Frank A. Trilla, signed a “Proclamation Declaring An Emergency In The Village Of Willowbrook Due To The Coronavirus (COVID-19) Outbreak”; and

**WHEREAS**, on April 1, 2020, the Governor of the State of Illinois issued Executive Order 2020-18 extending for an additional thirty (30) days certain executive orders, including Executive Order 2020-10, ordering all individuals, with certain exceptions, to shelter in place through April 30, 2020; and

**WHEREAS**, effective May 1, 2020, Governor JB Pritzker signed Executive Order 2020-32 extending for another thirty (30) days prior Executive Orders continuing shelter-in-place orders until May 30, 2020; and

**WHEREAS**, during the April 27, 2020 regular meeting of the Mayor and Board of Trustees of the Village of Willowbrook, the Village Board adopted and approved Ordinance 20-O-13, entitled “An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6”; and

**WHEREAS**, during the May 11, 2020 regular Village Board Meeting of the Mayor and Board of Trustees of the Village of Willowbrook, the Village Board adopted and approved Ordinance 20-O-17, entitled “An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-6”; and

**WHEREAS**, during the May 26, 2020 Village Board meeting of the Mayor and Board of Trustees, the Village Board adopted and approved Ordinance No. 20-O-19 extending temporary executive powers; and

**WHEREAS**, during the June 8, 2020 Village Board Meeting of the Mayor and Board of Trustees, the Village Board adopted and approved Ordinance No. 20-O-21 extending temporary executive powers; and

**WHEREAS**, during the June 22, 2020 Village Board Meeting of the Mayor and Board of Trustees, the Village Board adopted and the Mayor approved Ordinance No. 20-O-23 extending temporary executive powers; and

**WHEREAS**, on June 26, 2020, Governor JB Pritzker issued Executive Order 2020-44 (COVID-19 Executive Order No. 42) which extended prior Executive Orders related to the COVID-19 pandemic and again declared all counties in the State of Illinois disaster areas for an additional thirty (30) days; and

**WHEREAS**, on July 24, 2020, Governor JB Pritzker extended the Disaster Proclamations, previously issued, for an additional thirty (30) days; and

**WHEREAS**, on August 21, 2020, Governor JB Pritzker extended the disaster proclamation, previously issued, for an additional thirty (30) days; and

**WHEREAS**, on October 16, 2020, Governor JB Pritzker again extended the disaster proclamation for an additional thirty (30) days; and



**WHEREAS**, on November 13, 2020, Governor JB Pritzker again extended the disaster proclamation for an additional thirty (30) days; and

**WHEREAS**, on January 8, 2021, Governor JB Pritzker extended the disaster proclamation for an additional thirty (30) days and as further extended on February 5, 2021 by Executive Order 2021-4; and

**WHEREAS**, on March 5, 2021, Governor JB Pritzker extended the disaster proclamation for an additional thirty (30) days; and

**WHEREAS**, Governor JB Pritzker has again extended the disaster proclamation for an additional thirty (30) days through the first week of May, 2021; and

**WHEREAS**, on April 30, 2021, Governor JB Pritzker extended the disaster proclamation for an additional thirty (30) days; and

**WHEREAS**, the corporate authorities of the Village believe it is reasonable and necessary for the temporary executive powers afforded by Village Ordinances 20-O-08, 20-O-10, 20-O-13, 20-O-17, 20-O-19, 20-O-21, 20-O-23, 20-O-26, 20-O-29, 20-O-32, 20-O-36, 20-O-38, 20-O-44, 20-O-45, 20-O-48, 20-O-53, 20-O-55, 20-O-63, 21-O-01, 21-O-4, 21-O-7, 21-O-9, 21-O-11, 21-O-13, 21-O-16, 21-O-20, 21-O-22 and this ordinance be extended to the adjournment of the next regularly scheduled Village of Willowbrook Mayor and Board of Trustees' meeting.

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

**SECTION 1.** The corporate authorities of the Village hereby determine that it is advisable, necessary and in the best interests of the public health, safety and welfare of the Village that the Village extend the temporary executive powers afforded by Village Ordinances 20-O-08, 20-O-10, 20-O-13, 20-O-17, 20-O-19, 20-O-21, 20-O-23, 20-O-26, 20-O-29, 20-O-32, 20-O-36, 20-O-38, 20-O-44, 20-O-45, 20-O-48, 20-O-53, 20-O-55, 20-O-63, 21-O-01, 21-O-4, 21-O-7, 21-O-9,

21-O-11, 21-O-13, 21-O-16, 21-O-20, 21-O-22 and as further extended by this Village Ordinance 21-O-26, until the adjournment of the next regularly scheduled meeting of the Village of Willowbrook Mayor and Board of Trustees.

**SECTION 2.** The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance.

**SECTION 3.** This Ordinance shall be in full force and effect upon and after its passage, approval and publication in accordance with law.

PASSED and APPROVED this 24<sup>th</sup> day of May, 2021.

ROLL CALL VOTE:        AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**VILLAGE OF WILLOWBROOK****BOARD MEETING****AGENDA ITEM - HISTORY/COMMENTARY**

**GFOA CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING AWARD FOR THE VILLAGE'S FISCAL YEAR ENDING APRIL 30, 2020**

**AGENDA NO.** 5.e.

**AGENDA DATE:** 5/24/2021

**STAFF REVIEW:** Carrie Dittman, Director of Finance

**SIGNATURE:**

*C. Dittman*

**LEGAL REVIEW:** Thomas Bastian, Village Attorney

**SIGNATURE:**

*Tom Bastian / cm*

**RECOMMENDED BY** Brian Pabst, Village Administrator

**SIGNATURE:**

*B. Pabst*

**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒

**ITEM HISTORY (ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY, ETC.)**

In October 2020, the Village submitted its audited financial statements for the year ended April 30, 2020 to the Government Finance Officers Association (GFOA) for consideration of the Certificate of Achievement for Excellence in Financial Reporting Award. The award program was established in 1945 to encourage and assist state and local governments to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The goal of the program is not to assess the financial health of participating governments, but rather to ensure that users of their financial statements have the information they need to do so themselves.

Reports submitted to the program are reviewed by selected members of the GFOA professional staff and the GFOA Special Review Committee (SRC), which comprises individuals with expertise in public sector financial reporting and includes financial statement preparers, independent auditors, academics, and other finance professionals.

The Village was notified that it has received the Award for the FY 2019/20 fiscal year. This was the **32nd consecutive Certificate of Achievement** award the Village has received.

Upon conclusion of the audit as of April 30, 2021, which will occur in early fall, the Village will submit those audited financial statements to GFOA for consideration of the award program as well.

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

N/A

**ACTION PROPOSED**

ACCEPT REPORT



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**Village of Willowbrook  
Illinois**

For its Comprehensive Annual  
Financial Report  
For the Fiscal Year Ended

April 30, 2020

*Christopher P. Morill*

Executive Director/CEO



The Government Finance Officers Association of  
the United States and Canada

*presents this*

## AWARD OF FINANCIAL REPORTING ACHIEVEMENT

*to*

**Carrie Dittman, CPA**  
Director of Finance  
Village of Willowbrook, Illinois



*The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.*

Executive Director

*Christopher P. Morill*

Date: 5/11/2021

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**AN ORDINANCE ACCEPTING, APPROVING AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A PROPOSAL FOR THE PURCHASE OF TEN (10) FN TACTICAL PATROL RIFLES AND RELATED ACCESSORIES AND EQUIPMENT**

**AGENDA NO.** 5.f.

**AGENDA DATE:** 05/24/21

**STAFF REVIEW:** Robert Schaller, Chief of Police

**SIGNATURE:**

**LEGAL REVIEW:** Tom Bastian, Village Attorney

**SIGNATURE:**

**RECOMMENDED BY:** Brian Pabst, 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 rifles currently owned by the Police department are between seven and fifteen years old. They are used routinely for department training and have over 30,000 rounds of ammunition fired through them. Due to the age and use of the rifles, the end of service life has been reached and are in need of replacement.

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

Kiesler Police Supply, Inc. was chosen as the preferred vendor. Each FN America patrol rifle will be equipped with Streamlight TLR RM 2 flashlight and an EO Tech XPS2-0 Holographic Weapon Sight. The department's current patrol rifles will be traded into Kiesler Police Supply for \$3,375.00 to offset the purchase price of the new rifles and additional equipment. The total purchase price of all rifles and additional equipment minus the trade-in value is \$16,439.30.

The FY 21-22 budget is \$18,000 under line-item GL# 01-30-630-245.

#### ACTION PROPOSED:

Pass the ordinance.

**ORDINANCE NO. 21-O-\_\_**

**AN ORDINANCE ACCEPTING, APPROVING AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A PROPOSAL FOR THE PURCHASE OF TEN (10) FN TACTICAL PATROL RIFLES AND RELATED ACCESSORIES AND EQUIPMENT**

---

**WHEREAS**, the Village Police Department currently utilizes certain patrol rifles that have reached the end of their service life, are obsolete and no longer useful to the Village; and

**WHEREAS**, the Village has determined that it is in the best interest of the Village that five (5) RRA LAR15 Patrol Rifles and five (5) DPMS Panther A-15 Rifles be traded in as part of the payment for the purchase of the ten (10) new FN Tactical Patrol Rifles; and

**WHEREAS**, the Village further finds that it is in the best interest of the Village that competitive bidding be waived as to the surplus rifles to be traded in as part of the purchase price of the ten (10) new FN Tactical Patrol Rifles.

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

**SECTION 1.** The foregoing recitals are hereby adopted as the findings of the corporate authorities of the Village of Willowbrook as if fully recited herein.

**SECTION 2.** That certain proposal received from Keister Police Supply for the purchase of ten (10) new FN15 Tactical Patrol Rifles and related equipment and accessories, at a cost not to exceed \$16,439.30 with trade-in, attached hereto as Exhibit “A” and made a part hereof, is hereby accepted and approved.

**SECTION 3.** Competitive bidding with respect to the five (5) RRA LAR Patrol Rifles and five (5) DPMS Panther A-15 Rifles to be traded in as part of the purchase price, is hereby waived.

**SECTION 4.** The Village Administrator of the Village is hereby authorized and directed to execute the purchase proposal all on behalf of the Village of Willowbrook.

**SECTION 5.** Any ordinance or portion of any ordinance in conflict with the provisions of this ordinance is hereby repealed solely to the extent of said conflict.

**SECTION 6.** This Ordinance shall be in full force and effect upon and after its passage, approval and publication in accordance with law.

PASSED and APPROVED this 24<sup>th</sup> day of May, 2021, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk



## **EXHIBIT “A”**



## Sales Quote

KIESLER POLICE SUPPLY  
2802 SABLE MILL RD  
JEFFERSONVILLE, IN 47130

**Bill-to Customer**

WILLOWBROOK POLICE DEPT  
RANGE OFFICER DANIEL POLFLIET  
7760 S. QUINCY STREET  
WILLOWBROOK, IL 60521-5594

**Ship-to Address**

Your Reference

Bill-to Customer No. L04216

Tax Registration No.

Salesperson

CRAIG

Email

Home Page

Phone No.

No. Q122467

Document Date May 7, 2021

Due Date June 6, 2021

Payment Terms

Payment Method

Tax Identification Type Legal Entity

Shipment Method

DANIEL POLFLIET

E-MAIL DPOLFLIET@WILLOWBROOK.IL.US

OFFICE 1-630-325-2802

DIRECT 1-630-920-2247

FAX 1-630-323-7915

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
FN36-100558	FN15 TACTICAL CARBINE MOD 3, WITH BIUS, 5.56MM, SEMI-AUTO, 16" BBL OEEEE	10	EACH	860.00	8,600
EOTEEXPS2-0	EOTECH HOLOGRAPHIC SIGHT, RETICLE PATTERN W/68 MOA RING. 1 MOA DOT. SIDE BUTTONS. SINGLE QD LEVER. RRCEE	10	EACH	507.15	5,071.5
EOTEEXPS2-0	EOTECH HOLOGRAPHIC WEAPON SIGHT, RETICLE PATTERN WITH 68 MOA RING & 1 MOA DOT, SINGLE CR123 BATTERY REOEE	10	EACH	469.20	4,692
STRE69451	STREAMLIGHT TLR-RM2, BLACK, INCLUDES KEY KIT & LITHIUM BATTERY MCAO	10	EACH	105.08	1,050.8
PART NUMBER	SAVV42750:42750B2 SAVVY SNIPER SLING M4 MARINE CORPS 1-1/4" WIDE QD SEWN ON FOREND OPEN END STRAP STOCK SIDE LMEE	10	EACH	40.00	400
TRADE IN ALLOWANCE	RRA LAR15 PATROL RIFLE 16" BARREL REMOVABLE CARRY TRAV	5	EACH	-375.00	-1,875
TRADE IN ALLOWANCE	DPMS PANTHER A-15 16" BARREL FIXED CARRY TRAV	5	EACH	-300.00	-1,500
KIESLER TRADE GUNS	PLEASE NOTE: KIESLER POLICE SUPPLY ONLY ACCEPTS TRADE IN FIREARMS IN	0	EACH	0.00	0



No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
	LEGAL,WORKING CONDITION. FIREARMS THAT ARE BROKEN,DEFECTIVE,WITH MISSING OR AFTERMARKET MAGS WILL BE RETURNED OR REDUCED IN PRICE-\$10.00 PER MAG &-\$15.00 FOR NON WORKING NIGHT SIGHTS-ANY ILLEGAL FIREARM (INCLUDING SAWED OFF BARREL & NO SERIAL NUMBERS,ETC) WILL NOT BE ACCEPTED!! DO NOT SHIP!!!!				
KIESLER TRADE GUNS 2	PLEASE NOTE:	0	EACH	0.00	0
	1. TRADE-IN AGENCY DUTY FIREARMS THAT HAVE BEEN ALTERED IN ANY WAY, SHAPE, OR FORM FROM ORIGINAL FACTORY SPECS CAN BE SUBJECT TO REFUSAL OR CREDIT DEDUCTION.				
	2. TRADE-IN AGENCY DUTY FIREARMS THAT ARE NOT MODEL, VARIANT, OR GENERATION SPECIFIED BY AGENCY ON ORIGINAL QUOTE CAN BE SUBJECT TO REFUSAL OR CREDIT DEDUCTION.				
	3. VALUES ARE BASED ON CURRENT LOCAL, CITY, STATE & FEDERAL FIREARM LAWS. ANY CHANGES TO THESE LAWS COULD RESULT IN A REDUCTION IN TRADE VALUE OR ABSOLUTE REFUSAL TO ACCEPT THEM.				
SHIPPING	SHIPPING CALCULATED WITH ORDER	0	EACH	0.00	0
	Amount Subject to Sales Tax			0.00	
	Amount Exempt from Sales Tax			16,439.30	
				<b>Subtotal</b>	<b>16,439.30</b>
				Total Tax	0.00
				<b>Total \$ Incl. Tax</b>	<b>16,439.30</b>
				<b>Tax Amount</b>	<b>0.00</b>

**KIESLER POLICE SUPPLY FFL# 4-35-019-11-1M-08220**

**RETURNED GOODS POLICY**

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

**DEFECTIVE MERCHANDISE POLICY**

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

**DAMAGED GOODS POLICY**

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER FOR THE PURCHASE OF A NEW IN-CAR MOBILE VIDEO CAMERA RECORDING SYSTEM AT A FIVE (5) YEAR COST NOT TO EXCEED \$101,400.00**

**AGENDA NO.** 5.g.

**AGENDA DATE:** 05/24/21

**STAFF REVIEW:** Robert Schaller, Chief of Police

**SIGNATURE:** \_\_\_\_\_

**LEGAL REVIEW:** Tom Bastian, Village Attorney

**SIGNATURE:** \_\_\_\_\_

**RECOMMENDED BY:** Brian Pabst, Village Administrator

**SIGNATURE:** \_\_\_\_\_

**REVIEWED & APPROVED BY PSC:** YES ☒ NO ☐ N/A ☐

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

On multiple occasions, the Public Safety Committee had discussions on the implementation of new in-car camera systems and body-worn camera systems. The current in-car camera system is from the manufacturer L3 Mobile Vision, Inc., which was purchased in October of 2013. Due to technology advancements, some existing components have been discontinued making repairs difficult.

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

Upon researching in-car cameras, Axon's Fleet 3 camera system rose to the top due to the integration with the Axon body-worn camera (BWC) system. These integration features allow multi-camera playback of BWC and in-car cameras based on device proximity. Axon allows for paired BWC and in-car cameras to wirelessly upload video footage to Evidence.com cloud management. The WBPB has applied for an Illinois Training and Standards Board Grant that covers the hardware (camera) cost only if purchased after July 1, 2020, and before June 30, 2021. If the grant is not awarded, staff will use the budgeted funds of \$22,000 from account number 01-30-630-403.

#### **ACTION PROPOSED:**

Adopt the resolution.

**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A  
PURCHASE ORDER FOR THE PURCHASE OF A NEW IN-CAR MOBILE VIDEO  
CAMERA RECORDING SYSTEM AT A FIVE (5) YEAR COST NOT TO EXCEED  
\$101,400.00**

---

**WHEREAS**, the Village Police Department currently utilizes an in-car camera system;  
and

**WHEREAS**, the current in-car camera system was acquired in 2013; and

**WHEREAS**, due in part to new technology advancements and some system components  
having been discontinued, making repairs to the camera system difficult, the Village Police  
Department investigated in-car camera systems and sought proposals for a replacement system;  
and

**WHEREAS**, the Village Police Department has determined that the Axon Fleet 3 in-car  
camera system is best suited to fulfill the current needs of the Village, in part due to the Axon  
system's integration with the Axon body worn camera system and it is in the best interest of the  
Village to purchase the Axon in-car camera system over a term of five (5) years.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Board of Trustees of the  
Village of Willowbrook, DuPage County, Illinois, that the proposal from Axon Enterprise, Inc.,  
attached hereto as Exhibit "A", for the purchase of a new in-car camera system, in an amount not  
to exceed \$101,400.00 over a period of five (5) years, is hereby accepted and approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BE IT FURTHER RESOLVED** that the Village Mayor is hereby directed and authorized to execute said proposal and purchase agreement all on behalf of the Village.

ADOPTED and APPROVED this 24<sup>th</sup> day of May, 2021, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

## **EXHIBIT “A”**



# AXON

**Willowbrook Police Dept. - IL**

**AXON SALES REPRESENTATIVE**

Rachel Leinson  
(480) 463-2126  
rleinson@axon.com

**ISSUED**  
4/23/2021





**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-268525-44309.746RL**

Issued: 04/23/2021



Quote Expiration: 05/31/2021

Account Number: 162886

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Robert Schaller  
Willowbrook Police Dept. - IL  
7760 QUINCY ST.  
WILLOWBROOK, IL 60527  
US

**BILL TO**

Willowbrook Police Dept. - IL  
7760 QUINCY ST.  
WILLOWBROOK, IL 60527  
US

**SALES REPRESENTATIVE**

Rachel Leinson  
Phone: (480) 463-2126  
Email: rleinson@axon.com  
Fax:

**PRIMARY CONTACT**

Robert Schaller  
Phone: (630) 920-2253  
Email: rschaller@willowbrook.il.us

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, ACCESS	60	20	0.00	0.00	0.00
80400	FLEET, VEHICLE LICENSE, ACCESS	60	10	0.00	0.00	0.00
<b>Hardware</b>						
72036	FLEET 3 STANDARD 2 CAMERA KIT		10	0.00	0.00	0.00
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		10	0.00	0.00	0.00
70112	AXON SIGNAL UNIT		10	0.00	0.00	0.00
70117	AXON SIGNAL UNIT, CABLE ASSEMBLY		10	0.00	0.00	0.00
74110	FLEET ETHERNET CABLE, CAT6, 25 FT		10	0.00	0.00	0.00
<b>Other</b>						
80425	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH ACCESS		10	0.00	0.00	0.00
72040	FLEET REFRESH, 2 CAMERA KIT		10	0.00	0.00	0.00
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	10	2,028.00	2,028.00	20,280.00
Subtotal						20,280.00
Estimated Shipping						0.00
Estimated Tax						0.00
Total						20,280.00

## Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	10	2,028.00	2,028.00	20,280.00
					Subtotal	20,280.00
					Estimated Tax	0.00
					Total	20,280.00

## Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	10	2,028.00	2,028.00	20,280.00
					Subtotal	20,280.00
					Estimated Tax	0.00
					Total	20,280.00

## Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	10	2,028.00	2,028.00	20,280.00
					Subtotal	20,280.00
					Estimated Tax	0.00
					Total	20,280.00

## Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	10	2,028.00	2,028.00	20,280.00
					Subtotal	20,280.00
					Estimated Tax	0.00
					Total	20,280.00

<b>Grand Total</b>	<b>101,400.00</b>
--------------------	-------------------

## Summary of Payments

Payment	Amount (USD)
Year 1	20,280.00
Year 2	20,280.00
Year 3	20,280.00
Year 4	20,280.00
Year 5	20,280.00
<b>Grand Total</b>	<b>101,400.00</b>

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)) and the **Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience** (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

<b>Signature:</b>	_____	<b>Date:</b>	_____
<b>Name (Print):</b>	_____	<b>Title:</b>	_____
<b>PO# (Or write N/A):</b>	_____		

Please sign and email to Rachel Leinson at [rleinson@axon.com](mailto:rleinson@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

# VILLAGE OF WILLOWBROOK


## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK  
APPROVING AND AUTHORIZING THE VILLAGE  
ADMINISTRATOR TO EXECUTE A CERTAIN PROPOSAL  
SUBMITTED BY PURE PRAIRIE ORGANICS FOR THE 2021  
VILLAGE WEED CONTROL AND FERTILIZATION PROGRAM AT  
A COST NOT TO EXCEED \$19,074.00**

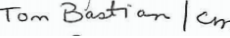
**AGENDA NO.** 5.h.

**AGENDA DATE:** 5/24/2021

**STAFF REVIEW:** John Fenske, Interim Supt. Parks & Rec.

**SIGNATURE:** 

**LEGAL REVIEW:** Tom Bastian, Village Attorney

**SIGNATURE:** 

**RECOMMENDED BY:** Brian Pabst, Village Administrator

**SIGNATURE:** 

**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒

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

Submitted for your adoption is the annual lawn care contract with Pure Prairie Organics for the 2021 season.

This contract will be for the fertilization & weed control of: the Village Hall, Police station, Village rights-of-way, Village parks and all other Village-owned property. Pure Prairie uses a mix of organic (public spaces) and chemical fertilizer(R-O-W). The Village first signed a contract with Pure Prairie in April of 2016, at which time we were one of the first Villages to switch to an organic program.

The quoted price of \$19,074 has not increased since 2016. This contract covers five applications throughout the year, at the cost of \$3,814.80/application. This contract is split between Public Works and Parks and Recreation.

Staff has budgeted funds of \$19,100 between Public Works, Administration, Water, Parks and Recreation for this contract.

### STAFF RECOMMENDATION

Staff recommends approving the contract.

### ACTION PROPOSED:

Adopt the resolution.

**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND  
AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CERTAIN  
PROPOSAL SUBMITTED BY PURE PRAIRIE ORGANICS FOR THE 2021 VILLAGE  
WEED CONTROL AND FERTILIZATION PROGRAM AT A COST NOT TO EXCEED  
\$19,074.00**

---

**WHEREAS**, the Village of Willowbrook utilizes an Annual Weed Control and Fertilization Program for Village-owned property, including parks and right-of-ways; and

**WHEREAS**, Pure Prairie Organics has provided this service to the Village since 2017 with great success; and

**WHEREAS**, Pure Prairie Organics uses organic materials for weed control fertilization in all Village parks and properties.

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

**SECTION ONE:** The Village Administrator is hereby authorized to execute the Proposal submitted by Pure Prairie Organics for the 2021 Weed Control and Fertilization Program, which Proposal is hereby approved at a cost not to exceed \$19,074.00, in substantially the same form as the Proposal attached hereto as Exhibit “A” and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION TWO:** That this Resolution shall be in full force and effect from and after its

adoption and approval in the manner as provided by law.

PASSED and APPROVED this 24<sup>th</sup> day of May, 2021, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

## **EXHIBIT “A”**





2405 Essington Road #61  
Joliet IL, 60435  
630-780-7939  
Chris Burisek

*We want to improve the soil season after season and year after year so we can move in the direction of less chemical fertilizers and less pesticides. We'll help create a healthier environment for everyone in and around the Village of Willowbrook.*

Most of the Village Parks will be on our 5 visit Organic Based Blended Program.  
EXCLUDING BORSE Memorial Community Park and Willow Pond- which will be on our 5 visit Organic/Natural Program.

*(Late Spring, Early Summer, Late Summer, Early Fall and Late Fall)*

*Spring - Fall applications will be spaced apart about 4 weeks*

**Organic Based Blended Program** for most parks will continue with:

**Organic Kelp (0-0-10), and Weed Control Mixture. Liquid Product**

**\*Low Odor Triplet SF, common liquid weed control will be used throughout the year**

**Applied by Perma Green (Spreader/Sprayer Machine)**

**The Borse Memorial Community Park and Willow Pond will continue with our**

**Organic/Natural Program** getting our Blend of liquid Compost Tea and

**Liquid blend of Kelp, Humic Acids, Fulvic Acids and Amino Acids**

**Applied by Perma Green (Spreader/Sprayer Machine)–**

Roadside Rights of Way, Medians, and Specified Facilities will be on our 3 visit Organic Based Blended Program.

*(Late Spring, Summer, and Early Fall)*

Our visits will be timed with Mother Nature (rain and temperature) and when the weeds are most effectively controlled.

**Organic Based Blended Program** for Roadside Rights of Way, Medians, and Specified Facilities

**Organic Kelp (0-0-10), Compost Tea and Weed Control Mixture. Liquid Product**

**\*Low Odor Triplet SF, common liquid weed control will be used throughout the year (spot treatment)**

**Applied by Perma Green (Spreader/Sprayer Machine and 200 gallon Lesco spray tanks and 300 ft hose sprayer**

**Proposed Cost: \$19,074.00**

Pure Prairie Organics \_\_\_\_\_ *Chris Burisek* \_\_\_\_\_ Date 5 / 4 / 21 \_

Village of Willowbrook \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_



Our mixture is a natural composition of Kelp (organic acids, amino acids, fulvic acids, humic acids). This aids in soil composition and health, increasing microbial activity in the soil. Microbes consist of a variety of beneficial fungi and bacteria within the soil. Their balanced microbial activity breaks down organic and non-organic matter in the soil, to which their by-product acts as a natural nutrient. Mycorrhizal fungi aids in root health and development. They grow/live one step ahead of the root system. They create an environment for the roots to thrive and grow well.

Healthy, microbial activity increases the soil's natural ability to ward off undesirable pests such as grubs. One of the ideas behind organic/natural lawn care is to create a deep and extensive root system so that when and if grubs are present and they start feeding on and near the root system it is healthy enough to withstand some insect activity... similar to someone being very healthy with a strong immune system and being around someone that may be sick. If someone is healthy and has a strong immune system they may not get the "bug" that the other person has. That does not mean it can't be damaged by grubs... but it's less likely to be damaged similar to someone less likely to get sick from a "bug" carried by some close to them.

Another idea behind organic/natural lawn care is to make the cell wall thicker than the typical chemically fed grass or trees/shrubs. If a cell wall (skin) is healthy and thick and certain insects (sod webworms in the lawn or Japanese Beetles in trees/shrubs) come to feed and they are trying to eat the grass blades or leaves of a tree/shrub but they are a bit thicker and crunchier they may go elsewhere to feed on a weaker food source. They'll be like "the heck with this... let's go someplace else". Similar to a person wanting a snack and picking a tasty salty easy to eat potato chip that's of no benefit to their body/health instead of a healthy homemade crunchy quinoa cracker full of good stuff.

*"Many times I relate the soil to our own bodies and the importance of living a healthy lifestyle instead of just eating junk food and drinking energy drinks. If we take care of our bodies, eat well and sleep enough we are typically healthy overall... if we eat junk food, don't sleep a lot and are around people that are sick we may get sick too and feel run down. It's a very easy comparison to make and helps relate to organic/natural lawn care in a basic way. There are many complex things that go on in the soil and many factors that help create beautiful grass... but the stuff we use are a very important piece of the puzzle."*

We have some lawns that we don't use pesticides in or on and when we visit these lawns for our next application we see few or no weeds there in the lawn... this is one of the ultimate goals of organic/natural lawn care. They just don't grow much in healthy thick lawns. This will be our long term goal for the areas within the Village if we are the ones servicing the grass. It does not just happen right away but in contrast the soil did not get damaged right away... it took years to damage and make it sterile so why not start now to improve, go green and use less pesticides?


# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN WBK ENGINEERING, LLC AND THE VILLAGE OF WILLOWBROOK TO PROVIDE PROFESSIONAL PLANNING SERVICES**

AGENDA NO. 5.i.

AGENDA DATE: 05/24/21

**STAFF REVIEW:** Sean Halloran, Assistant Village Administrator SIGNATURE: 

**LEGAL REVIEW:** Tom Bastian, Village Attorney

SIGNATURE: 

**RECOMMENDED BY:** Brian Pabst, Village Administrator

SIGNATURE: 

**REVIEWED & APPROVED BY COMMITTEE:** YES ☒ NO ☐ N/A ☐

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

On August 22, 2016, the Village Board approved Resolution No. 16/-R-51, a Planning Services Agreement between WBK Engineering and the Village of Willowbrook. The Village has continued with this planning service relationship over the years with different planners from WBK Engineering. The agreement has not been updated since 2016, and staff would recommend memorializing the agreement with the appropriate staffing rates and contract criteria.

The charged hourly rate is reflective of the contracted employee's experience level, salary, and benefits. Below is the history from 2016 to the present and proposed rates going forward through 2024. This schedule represents an average of a 1.62% increase per year over the nine-year timeframe.

Year	Hourly Rate	Percentage Increase/Decrease
2016	\$98.00	-
2017	\$98.00	0%
*2018	\$84.00	-14%
2019	\$102.00	21%
2020	\$102.00	0%
2021	\$102.00	0%
2022	\$106.00	4%
2023	\$108.00	2%
2024	\$108.00	0%

*\*2018 rate = \$84/hr. a 14% reduction due to staff change to Natalie Zine mostly in 2018. (approx. 13 months)*

The contract terms reserve the right to renegotiate billing rates (which obviously depends on mutual acceptance) and they are to be approved in writing. The agreement may be terminated by either party on sixty (60) days advance notice.

### STAFF RECOMMENDATION

Staff recommends approving the Planning Services agreement with WBK Engineering. The Village reserves the right to terminate the agreement on sixty (60) days advance notice.

**ACTION PROPOSED:** Adopt the Resolution

**RESOLUTION NO. 21-R- \_\_\_\_**

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION  
OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN  
WBK ENGINEERING, LLC AND THE VILLAGE OF WILLOWBROOK TO  
PROVIDE PROFESSIONAL PLANNING SERVICES**

---

**WHEREAS**, the Village of Willowbrook (the “Willowbrook”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village of Willowbrook, Illinois (hereinafter referred to as the “Village”), it is advisable, necessary and in the public interest that the Village contract for professional planning services for the Village;

**WHEREAS**, the corporate authorities of the Village have determined that the Village has a satisfactory relationship with WBK Engineering, LLC and WBK Engineering, LLC has provided professional planning services to the Village since 2016; and

**WHEREAS**, WBK Engineering, LLC has submitted a satisfactory proposal to the Village; and it is advisable that WBK Engineering, LLC be retained to provide professional planning services for the Village, upon the terms and conditions set forth in that certain proposal and general conditions, copies of which are attached hereto as Exhibit “A” and made a part hereof.

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

**SECTION 1.** That certain proposal and general terms and conditions for professional planning services submitted by WBK Engineering, LLC, attached hereto as Exhibit “A” and made a part hereof, is hereby accepted and approved.

**SECTION 2.** The Village Mayor be and is hereby authorized and directed to execute, on behalf of the Village, the proposal between the Village and WBK Engineering, LLC for the furnishing of professional planning services.

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

PASSED and APPROVED this 14<sup>th</sup> day of May, 2021, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**Exhibit “A”**

**PROFESSIONAL PLANNING SERVICES AGREEMENT BY AND BETWEEN  
WBK ENGINEERING, LLC AND THE VILLAGE OF WILLOWBROOK**

# On-Going Planning Consultant Services Agreement

Village of Willowbrook

March 9, 2021

Brian Pabst  
Village Administrator  
835 Midway Drive  
Willowbrook, IL 60527

Dear Mr. Pabst,

WBK Engineering, LLC (WBK) is pleased to provide this proposal for planning consultant services to the Village of Willowbrook to continue planning related services. WBK appreciates the opportunity to continue to offer a direct services agreement for continued planning and development review services on a project-by-project basis. Included below is our understanding of the assignment, scope of services, and estimate of fee.

## Understanding of the Assignment

It is our understanding that the Village of Willowbrook wishes to contract for professional on-going planning consultant services for all aspects of usual planning and zoning needs for development related projects for all land-uses within the Village. Project submittals will be initially reviewed for code compliance to determine if permits can be issued without rezoning, variances, or special-use permits. If a zoning process is required, the consultant planner will take the lead and direct that process and coordinate with Village staff and other outside consultants as required. It is understood that there will be a wide range of projects from individual single family lots to larger more complex residential or mixed-use developments, larger scale commercial, office, industrial projects and/or redevelopment proposals.

We also anticipate that there may be projects requiring consultant services for Village initiated planning projects such as ordinance amendments, review and update of submittal requirements, process and applications forms, annual review of zoning map, potential need to review or create sub-area plans, corridor plans as well as potential updates and revisions to the Village of Willowbrook Comprehensive Plan.

We also understand that the Village of Willowbrook desires that WBK will assign an individual planning consultant to the Village for these services, and that regular office hours are established at the Village of Willowbrook Village Hall offices. WBK has identified Ann Choi as the primary designated planning consultant. Ann Choi will attend most Plan Commission and Village Board meetings as needed depending on agenda items.

If required on an as needed basis, WBK may also assign designated tasks to other WBK planning staff to address a specialty item, to assist in an expedited project review, or to cover office hours or meetings and hearings in the case of scheduling conflicts, or due to vacation/sick time of the primary assigned planning consultant.

## Scope of Services

WBK staff will provide on-going site plan review, zoning, PUD, and special-use code review and take the lead to direct and coordinate planning and zoning related projects as they move through the staff review and entitlement process. WBK will assign a designated planning consultant to this assignment and establish regular office hours at the Village of



Willowbrook Village Hall. The designated primary planning consultant will work in concert with Village staff and other Village consultants to provide advice regarding applications and to advise and assist applicants as needed.

WBK staff will provide on-going project review for code and ordinance compliance, make determinations regarding the need for rezoning, variances, special-uses, and other entitlement process determinations. WBK staff will provide written project reviews and reports and prepare materials for distribution to other staff members and distribution to the Plan Commission and Village Board. WBK staff will prepare for and attend most Plan Commission and Village Board meetings when there are pertinent agenda items to be presented by the designated planning consultant. WBK staff will attend other meetings as may be requested by the Village. Ann Choi will be designated lead staff member from WBK that will maintain regular weekly office hours at the Village of Willowbrook Village Hall and will attend Plan Commission and Village Board meetings as required. In the event of a conflict or absence by Ann, WBK will provide alternate staff as needed to cover office hours or public meetings.

**Supplemental Services**

Additional planning services upon request of the Village may include code or ordinance review and recommended amendments, sub-area or corridor planning, annual review of the Village of Willowbrook Zoning Map, potential revisions to the Village of Willowbrook Comprehensive Plan, special planning studies, site plan design, graphics or renderings, 3D renderings, before/after photo simulations, custom aerial photography, GIS mapping, forms or document graphic design and publishing.

**Estimate of Fees**

Due to the variability of the projects and the needs of the Village of Willowbrook each project to be reviewed, we will provide services based on a time and materials basis. The actual amount invoiced will be based on the level of effort required or for services as directed by the Village. Reimbursable expenses, such as postage, overnight delivery, printing, copying, etc. will be invoiced in addition to professional services at our cost plus 10%. WBK will invoice the Village of Willowbrook monthly based on the attached WBK Engineering 2021 Standard Charges for Professional Services rate sheet or discounted rates as designated below:

Ann Choi	\$102.00 per hour *	Urban Planner III	Designated Willowbrook Staff Member
Adam Rak	\$126.00 per hour *	Urban Planner IV	Planning Consultant
Vince Di Prima	\$155.00 per hour *	Engineer V	Municipal Consultant

*\*Discounted Hourly Rate*

We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. WBK reserves the right to increase the hourly billing rate for the Designated Willowbrook Staff Member to \$106/hour in 2022 and \$108/hour in 2023 and 2024. Beyond 2024 billing rates may be renegotiated with the client of which any rate changes are to be approved in writing by the client.

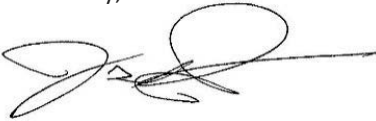
This agreement may be terminated by either party on sixty (60) days advance written notice effective as of the expiration of the notice period.

Please note that preparing this proposal requires the exercise of professional knowledge and judgment, and as such, this proposal remains the proprietary instrument of service of the firm WBK Engineering, LLC. No portion of this proposal may be shared with another firm providing similar services without our permission.

Thank you for the opportunity to continue to provide on-going professional planning consultant services to the Village of Willowbrook. If you have any questions regarding the proposal, please do not hesitate to contact us. If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed.



Sincerely,



Vince Di Prima, PE, CPESC  
Municipal Practice Manager

Encl: 2021 Schedule of Charges  
General Terms and Conditions (March 9, 2021)

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR VILLAGE OF WILLOWBROOK:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**WBK ENGINEERING, LLC**  
**2021 Standard Charges for Professional Services**

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$ 215
Engineer VI	\$ 194
Engineer V	\$ 172
Engineer IV	\$ 145
Engineer III	\$ 120
Engineer II	\$ 109
Engineer I	\$ 92
Urban Planner VI	\$ 200
Urban Planner V	\$ 161
Urban Planner IV	\$ 140
Urban Planner III	\$ 109
Urban Planner II	\$ 86
Environmental Resource Specialist V	\$ 152
Environmental Resource Specialist IV	\$ 124
Environmental Resource Specialist III	\$ 112
Environmental Resource Specialist II	\$ 88
Technician IV	\$ 140
Technician III	\$ 119
Technician II	\$ 93
Technician I	\$ 78
Intern	\$ 49
Administrative	\$ 64
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

*Charges include overhead and profit.*

**WBK ENGINEERING, LLC  
GENERAL TERMS AND CONDITIONS  
FOR THE VILLAGE OF WILLOWBROOK**

1. **Relationship Between Consultant and Client:** WBK ENGINEERING, LLC (Consultant) shall serve as Client's professional consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Consultant is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Consultant shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client, Consultant or WBK Engineering, LLC.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Consultant:** Consultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized planning and zoning consultant practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Consultant shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Consultant shall not be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by WBK Engineering, LLC's authorized agent.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or consultant time schedule adjustments, and WBK Engineering, LLC and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written notice to WBK Engineering, LLC (Suspension of Services Order) require Consultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such a notice, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such notice. Client, however, shall pay all costs incurred prior to such notice. WBK Engineering, LLC will not be obligated to provide the same personnel employed prior to suspension, if the services are resumed.
5. **Termination:** This Agreement may be terminated by Client, upon sixty (60) days written notice to WBK Engineering, LLC whenever Client shall determine that termination is in its best interests. Costs, including salaries, incurred by Consultant prior to the termination date shall be reimbursed by Client.
6. **Standard of Practice:** The Consultant will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
7. **Compliance with Laws:** The Consultant will strive to exercise usual and customary professional care in his/her efforts to comply with those

laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

8. **Affirmative Action:** WBK Engineering, LLC is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, WBK Engineering, LLC takes its affirmative action obligations very seriously, and WBK Engineering, LLC states as its Policy of Affirmative Action the following:

It will be the policy of WBK Engineering, LLC to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

9. **Indemnification:** WBK Engineering, LLC shall indemnify and hold harmless Client, and shall defend, indemnify and hold harmless Client, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole negligent or willful act, or error or omission of WBK Engineering, LLC, Consultant, or their its employees, agents or assigns.

Client shall indemnify and hold harmless WBK Engineering, LLC. Client agrees to defend, indemnify and hold harmless WBK Engineering, LLC, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole willful or wanton act of Client, its employees or agents.

In the event of joint or concurrent negligence of Consultant or WBK Engineering, LLC and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Neither party shall be liable for any special incidental or consequential damages including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

10. **Limit of Liability:** Consultant and WBK Engineering, LLC's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed \$250,000. Such causes included but are not limited to the Consultant's or WBK Engineering, LLC's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to

arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, WBK Engineering, LLC may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client, Consultant and WBK Engineering, LLC shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

12. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
13. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
14. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and WBK Engineering, LLC hereby agree that any invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
15. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
16. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
17. **Force Majeure:** Neither Client, Consultant nor WBK Engineering, LLC shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, pandemic or demands or requirements of governmental agencies.
18. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
19. **Notices:** Any notice or designation required to be given to either party hereto

shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

20. **Additional Responsibilities of Client and Consultant:**

WBK Engineering, LLC further agrees to name the Client, its agents, employees and elected officials as additional insureds on WBK Engineering, LLC's policy or policies of comprehensive and/or commercial general liability insurance including WBK Engineering, LLC's policies of insurance for workers' compensation. Workers' Compensation Insurance shall be in such amounts as required by the Illinois Department of Labor. WBK Engineering, LLC shall provide Client with a Certificate of Insurance naming Client as an additional insured and Client shall be given thirty (30) days, unqualified written notice prior to any cancellation thereof.

21. **Information Provided by Others:** The Consultant shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Consultant such information as is available to the Client and the Client's consultants, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
22. **Payment:** Client shall be invoiced once a month for work performed during the preceding month. Client agrees to pay each invoice in accord with the provisions of the Local Governmental Prompt Payment Act (50 ILCS 505/1 et seq.).

If Client fails to make payments when due, or otherwise is in breach of this Agreement, WBK Engineering, LLC may suspend performance of services upon five (5) business days' written notice to the Client. WBK Engineering, LLC and Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Consultant for all associated costs incurred through the date of termination as previously set forth in (Item 4 of) this agreement.

# VILLAGE OF WILLOWBROOK

[Back to Agenda](#)

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**Motion – Board Advice and Consent to Mayor’s Appointments to Fill Vacancies in the Plan Commission, Board of Police Commissioners, and Police Pension Fund Board.**

**AGENDA NO. 5.j.**

**AGENDA DATE:**  
05/24/21

**STAFF REVIEW:** Brian Pabst, Village Administrator

**SIGNATURE:**

*B. Pabst*

**LEGAL REVIEW:** Tom Bastian, Village Attorney

**SIGNATURE:**

*Tom Bastian / cm*

**RECOMMENDED BY:** Frank Trilla, Mayor

**SIGNATURE:**

*Frank A. Trilla*

**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒

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

As the Board is aware, the Mayor makes appointments to Village Commissions with the advice and consent of the Board of Trustees. The following appointments are hereby recommended:

#### Plan Commission – 4 Year Term (7 Members)

**Candidate:**

**Appointment Status:**

**New Term Expires:**

Constantine (John) Wagner

Reappointment

04/30/25

Zoltan Baksay

Appointment

04/30/25

#### Board of Police Commissioners – 3 Year Term (3 Members)

**Candidate:**

**Appointment Status:**

**New Term**

Joseph Heery (Chairman)

Reappointment

**Expires:** 04/30/24

#### Police Pension Fund Board – 2 Year Term (2 Members)

**Candidate:**

**Appointment Status:**

**New Term**

Umberto Davi (Chairman)

Reappointment

**Expires:** 04/30/23

**ACTION PROPOSED:** None required.

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**A RESOLUTION ACCEPTING AND APPROVING A PROFESSIONAL LEGAL SERVICES PROPOSAL TO PROVIDE VILLAGE TRAFFIC AND ORDINANCE VIOLATION PROSECUTION SERVICES TO THE VILLAGE OF WILLOWBROOK**

**AGENDA NO.** 5.k.

**AGENDA DATE:**  
05/24/2021

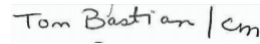
**STAFF REVIEW:** Robert Schaller, Chief of Police

**SIGNATURE:**



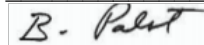
**LEGAL REVIEW:** Tom Bastian, Village Attorney

**SIGNATURE:**



**RECOMMENDED BY:** Brian Pabst, Village Administrator

**SIGNATURE:**



**REVIEWED & APPROVED BY PSC:** YES ☐ NO ☐ N/A ☒

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

Adoption of the attached contract and resolution will allow the Village to accept a proposal for prosecutorial representation services with Attorney Thomas J. Brescia. Mr. Brescia's services to the Village and Include the following:

1. A monthly retainer fee of One Thousand Eight Hundred Fifty Dollars (\$1,850.00) per month as a "flat fee."

The professional services that will be provided for this monthly retainer amount shall be as follows:

- A. All court appearances, time, and travel, for the Traffic Call on Friday afternoons in Wheaton, Illinois.
  - B. Unlimited telephone consultation(s) with Village Personnel.
  - C. Collateral telephone consultation as required.
  - D. Review of related prosecutorial correspondence.
  - E. Meetings with Village Personnel as required.
2. All legal representation required (beyond traditional traffic court calls) requiring appearance for litigation shall be billed on a unit-quarter hourly methodology at the discounted municipal rate of \$165.00 per hour.

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

Mr. Brescia has over 40 years of municipal prosecution experience and currently represents other jurisdictions, including Riverside, Berwyn, Indian Head Park, North Riverside, Westchester, and Bellwood. Administrator Pabst and Chief Schaller met with Mr. Brescia on May 10, 2021, to review and discuss Willowbrook's local prosecution protocol and the modifications to Mr. Brescia's current agreement. At that meeting, Mr. Brescia exhibited a thorough understanding of municipal prosecution proceedings, knowledge of current laws, and the DuPage County court system. We believe that Mr. Brescia continues to be effective in representing the Village as our Prosecuting Attorney.

**ACTION PROPOSED:**

Adopt the Resolution.

**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION ACCEPTING AND APPROVING A PROFESSIONAL LEGAL  
SERVICES PROPOSAL TO PROVIDE VILLAGE TRAFFIC AND ORDINANCE  
VIOLATION PROSECUTION SERVICES TO THE VILLAGE OF WILLOWBROOK**

---

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that that certain proposal submitted by Attorney Thomas J. Brescia to provide Village prosecution services to the Village of Willowbrook, as detailed in the proposal attached hereto as Exhibit “A” and made a part hereof, is accepted and approved.

PASSED and APPROVED this 24<sup>th</sup> day of May, 2021, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk



## **EXHIBIT “A”**

LAW OFFICES OF  
**THOMAS J. BRESCIA**

801 N. CASS AVENUE  
SUITE 201  
WESTMONT, ILLINOIS 60559

TELEPHONE  
(630) 325-1122

FACSIMILE  
(630) 325-2606

Email: [tbrescia@brescialaw.net](mailto:tbrescia@brescialaw.net)

December 23, 2020

Mr. Brian Pabst  
Village Administrator  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, Illinois 60527

Dear Administrator Pabst:

This correspondence shall serve to effect a modification, relative to the current compensation formula between the Village of Willowbrook and the undersigned in my capacity as Village Prosecutor.

In this regard, given the current restructuring of the DuPage County Circuit Court Locations with all court proceedings to take place at the Main Courthouse in Wheaton, Illinois on Friday afternoons at 1, 2, and 2:30 p.m. which requires additional time and travel requirements, the undersigned is proposing the following modifications, to wit:

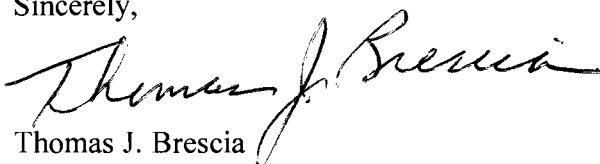
1. A monthly retainer fee of One Thousand Eight Hundred Fifty Dollars (\$1,850.00) per month as a "flat fee".

The professional services that will be provided for this monthly retainer amount shall be as follows:

- A. All court appearances, time and travel, for the Traffic Call on Friday afternoons in Wheaton, Illinois .
  - B. Unlimited telephone consultation(s) with Village Personnel.
  - C. Collateral telephone consultation as required.
  - D. Review of related prosecutorial correspondence.
  - E. Meetings with Village Personnel as required.
2. Additionally, any and all legal representation required (beyond traditional traffic court calls) requiring appearance for litigation, shall be billed on a unit-quarter hourly methodology at the discounted municipal rate of \$165.00 per hour.

Lastly, I wish to extend my deepest appreciation to the Village of Willowbrook Administration for the confidence placed in my law firm over these many years.

Sincerely,

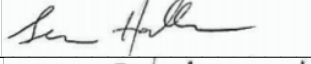
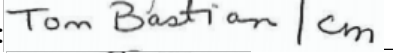
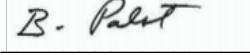


Thomas J. Brescia

TJB:sv

# VILLAGE OF WILLOWBROOK

[Back to Agenda](#)

<b>BOARD MEETING</b> <b>AGENDA ITEM - HISTORY/COMMENTARY</b>	
<b>AN ORDINANCE AMENDING AND RECODIFYING SECTION 9-14-1.4 ENTITLED “PLAN COMMISSION” OF CHAPTER 14 ENTITLED “ADMINISTRATION, ENFORCEMENT AND VARIATIONS” OF TITLE 9 ENTITLED “ZONING REGULATIONS” OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS</b>	<b>AGENDA NO.</b> 5.1.  <b>AGENDA DATE:</b> 5/24/21
<b>STAFF REVIEW:</b> Sean Halloran, Assistant Village Administrator <b>SIGNATURE:</b> 	
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney	<b>SIGNATURE:</b> 
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	<b>SIGNATURE:</b> 
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
<b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)</b>  As the Board is aware, Village staff is reviewing the code to modify and update any outdated language. To make the code easier to use for residents and businesses, Village staff proposed an amendment to Village Code at the May 10, 2021 Law and Ordinance Committee regarding the placement of the Plan Commission.  Currently, the Plan Commission is listed in Title 9 “Zoning,” whereas the rest of the Commissions are placed in Title 2 – “Boards and Commissions.” Staff is recommending moving the establishment of the Plan Commission to Title 2 – Board and Commissions.	
<b>STAFF RECOMMENDATION</b>  The attached ordinance modifies Section entitled: “Zoning:” of Title 9 entitled “Plan Commission” of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended by amending Subsection 9-14-1.4(B) to the following section: Title 2, Chapter 6. All further mentions of the Plan Commission will be directed to Title 2 Boards and Commissions.	
<b>ACTION PROPOSED:</b>  Pass the Ordinance	

**ORDINANCE NO. 21-O-\_\_**

**AN ORDINANCE AMENDING AND RECODIFYING SECTION 9-14-1.4 ENTITLED  
“PLAN COMMISSION” OF CHAPTER 14 ENTITLED “ADMINISTRATION,  
ENFORCEMENT AND VARIATIONS” OF TITLE 9 ENTITLED “ZONING  
REGULATIONS” OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF  
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

---

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

**SECTION 1.** Section 9-14-1.4 entitled “Plan Commission” of Chapter 14 entitled “Administration, Enforcement and Variations” of Title 9 entitled “Zoning Regulations”, as amended, is hereby further amended and recodified as Title 2, Chapter 6, of the Village Code of Ordinances, to read as follows:

**“2-6-1: PLAN COMMISSION:**

(A) Creation And Membership: There is hereby created a seven (7) member Plan Commission in and for the Village consisting of a Chairman, Vice Chairman and five (5) additional members.

(B) Appointment, Term, Vacancies, Removal: All appointments to the Plan Commission shall be made by the President with the advice and consent of the Board of Trustees.

The terms of the current members of the Plan Commission are hereby confirmed. Thereafter all appointments shall be for a term of four (4) years. On or before March 1, 2004, the President with the advice and consent of the Board of Trustees shall appoint one of the current Plan Commission members as Vice Chairman, said appointment as Vice Chairman to run concurrently with that member's original term of appointment.

If a vacancy occurs in the position of Plan Commission member and there remains an unexpired portion of the term of said member, the vacancy shall be filled for the remainder of the term by the President with the advice and consent of the Board of Trustees.

Any Plan Commission member may be removed for cause by a majority vote of the President and Board of Trustees, after a public hearing conducted during a regularly scheduled Village Board meeting. (Ord. 03-O-35, 12-15-2003)

(C) Compensation: Members of the Plan Commission shall serve without compensation except that should any applicant request the Plan Commission to conduct a specially called meeting to consider said application, then said applicant shall pay to the Zoning Officer, in addition to all other fees required by the ordinances and resolutions of the Village, an amount sufficient to compensate the Chairman and each member of the Plan Commission actually in attendance at said specially called meeting the sum of twenty five dollars (\$25.00). Notwithstanding any provision contained herein to the contrary, an applicant shall not be required to pay such special meeting fee where the Village Administrator determines to conduct a specially called Plan Commission meeting as a matter of convenience and where such applicant has paid a fee in conjunction with an

application for zoning relief which requires a public hearing before the Plan Commission. (Ord. 79-O-28, 6-25-1979; amd. Ord. 80-O-35, 6-23-1980; Ord. 87-O-37, 9-14-1987)

Such specially called meetings shall be called as hereinafter provided for the calling of all regular meetings of the Board in subsection (E) of this section. (Ord. 97-O-05, 1-27-1997)

(D) Jurisdiction: The Plan Commission of the Village of Willowbrook, which has been duly established, shall be the Plan Commission referred to in this title. It shall have the following duties:

1. To hear and review all applications for amendments, variations and special uses and thereafter submit reports of findings and recommendations thereon to the Board of Trustees.

2. To initiate, direct and review, from time to time, studies of the provisions of this title, the Comprehensive Plan and the subdivision regulations, and to make reports of its recommendations to the Board of Trustees.

3. To receive and review all plats of subdivisions and make recommendations with respect thereto to the Board of Trustees.

4. To review all preannexation agreements and recommend with respect thereto to the Board of Trustees.

5. To hear and review all matters upon which it is required to recommend under this title and such other matters as may from time to time be referred to it, consistent with this Code.

6. To hear and decide all other matters upon which it is authorized or required to pass under this title.

7. To hear and decide appeals in which it is alleged there is an error in any order, requirement, decision, interpretation or determination made by the Zoning Officer in the manner set forth in section [9-14-3](#) of this chapter. (Ord. 97-O-10, 4-14-1997)

(E) Meetings, Proceedings, Rules: The Plan Commission shall conduct itself in accordance with the following:

1. All meetings of the Plan Commission shall be held at the call of the Chairman or, in his absence, the Vice Chairman and at other times as the Plan Commission may determine.

2. All meetings shall be open to the public except as otherwise permitted by law.

3. Any interested person may appear before the Plan Commission in person or by duly authorized agents or attorneys.

4. The Chairman or, in his absence, the Vice Chairman, may administer oaths, and in all proceedings where the Plan Commission is exercising the powers of a Zoning Board of Appeals, compel the attendance of witnesses.

5. A certified court reporter shall be present at all hearings conducted by the Plan Commission for the purpose of taking and transcribing all testimony adduced at such hearing, with the exception of those hearings that pertain to an application for a variation from the bulk regulations only, filed by the owner or owners of residential dwellings occupied for residential purposes, that do not involve the approval or expansion of any home occupation. All testimony shall be given under oath.

6. The Plan Commission may adopt its own rules and procedures not in conflict with this Code or with applicable Illinois Statutes. A copy of the rules and procedures shall be kept on file with the Village Clerk and shall be a public record.

7. The Plan Commission shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absent or failing to vote, indicating that fact, and shall also keep records of its hearings and other official actions. Such minutes and records shall be kept on file in the Office of the Village Clerk.

8. Every order, requirement, decision, recommendation or determination of the Plan Commission shall be filed in the Office of the Village Clerk and shall be a public record.

(F) Quorum: A majority of the authorized membership of the Plan Commission shall constitute a quorum. No meeting (or hearing) shall be conducted by the Plan Commission without a quorum being present.

(G) Decisions: The Plan Commission shall conduct a public hearing or inquiry on all matters presented to it within ninety (90) days of the date of its receipt of a complete application on appeal. The Plan Commission may make any recommendation on any application, or reverse or affirm, in whole or in part, or may modify or amend any order, requirement, decision or determination appealed from to the extent and in the manner the Plan Commission may decide to be fitting and proper under the circumstances, subject to the provisions contained in this title or in the applicable Illinois Statutes.

The concurring vote of a majority of the members of the Plan Commission present at a lawfully conducted meeting shall be necessary to make any decision or recommendation on any matter upon which the Plan Commission is required to pass under this or any other title of this Code; provided, however, that the concurring vote of four (4) members of the Plan Commission is necessary to reverse any order, requirement, decision, or determination of the Zoning Officer, to decide in favor of an application on any matter upon which it is required to pass under this title as a Zoning Board of Appeals, or to recommend any variation in this title.

Any absent member who certifies that he has read the transcript of the proceedings (and has reviewed all exhibits admitted during the proceedings) before the Plan Commission may vote on any question before the Plan Commission. (Ord. 03-O-35, 12-15-2003)

(H) Finality Of Decisions Of The Plan Commission: All decisions of the Plan Commission on appeal from a decision of the Zoning Officer shall be final administrative determinations and shall be subject to administrative review by a court of law in the manner provided for in 735 Illinois Compiled Statutes 5/3-101 et seq.

(I) Secretary Of The Plan Commission: The Plan Commission shall appoint a Secretary who shall serve until a successor is appointed. The Secretary of the Plan Commission shall have the following duties:

1. Record the minutes of the Plan Commission's proceedings and actions showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact.

2. Cause to be filed with the Village Clerk the originals of all documents and other evidentiary matters received by the Plan Commission and shall further, pursuant to the direction of the Plan Commission, maintain copies of all such information.

3. Furnish members of the public with such forms for appeals and applications for variations as are approved by the Plan Commission.

4. Receive on behalf of the Plan Commission all such forms, when completed and executed by the appellant or applicant, or his agent or attorney.

5. Perform such other duties as may be assigned from time to time by the Plan Commission. (Ord. 97-O-10, 4-14-1997)”

**SECTION 2.** Upon the effective date of this ordinance, any reference to Title 9, Chapter 14, Section 9-14-1.4 shall be amended to read, “Title 2, Chapter 6, Section 2-6-1”.

**SECTION 3.** This Ordinance shall be in full force and effect upon and after its passage, approval and publication in accordance with law.

PASSED and APPROVED this 24<sup>th</sup> day of May, 2021, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

## VILLAGE OF WILLOWBROOK

### BOARD MEETING

#### AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE BEING THE ANNUAL APPROPRIATION ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE PURPOSES FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2021 AND ENDING APRIL 30, 2022

AGENDA NO. 6.

AGENDA DATE: 5/24/2021.

STAFF REVIEW: Carrie Dittman, Director of Finance

SIGNATURE:

C. Dittman

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE:

Tom Bastian / cm

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE:

B. Pabst

REVIEWED & APPROVED BY COMMITTEE: YES ☒ 5/10/21 NO ☐ N/A ☐

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

Submitted for your adoption is the Annual Appropriation Ordinance for the fiscal year commencing on May 1, 2021 and ending April 30, 2022, of the Village of Willowbrook, DuPage County, Illinois. The Village is under the Illinois Appropriation Act and each year is required to adopt an appropriation ordinance within the first quarter of the fiscal year.

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

The ordinance presented for your approval provides expenditure/expense amounts by fund that the Village cannot exceed in the fiscal year 2021-22 (legal level of spending). The ordinance does not replace the previously adopted Administrative Budget that serves as the management tool to monitor expenditures/expenses against approved budgeted line items.

Also attached is the Certificate of Estimated Revenues.

#### ACTION PROPOSED:

Pass the ordinance.



**ORDINANCE NO. 21-O-\_\_**

**AN ORDINANCE BEING THE ANNUAL APPROPRIATION ORDINANCE MAKING  
APPROPRIATIONS FOR CORPORATE PURPOSES FOR THE  
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS FOR THE  
FISCAL YEAR BEGINNING MAY 1, 2021 AND ENDING APRIL 30, 2022**

---

**WHEREAS**, the corporate authorities of the Village of Willowbrook (the "Village"), DuPage County, Illinois caused to be prepared in tentative form the Appropriation Ordinance for the Fiscal Year Commencing May 1, 2021 and Ending April 30, 2022; and

**WHEREAS**, a tentative Appropriation Ordinance has been made available for public inspection for a period of not less than thirty (30) days prior to final action by the corporate authorities.

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

**SECTION 1.** That the following sums, or so much thereof as hereby may be authorized by law, be and the same are hereby appropriated to pay all necessary expenses and liabilities of the Village of Willowbrook, DuPage County, Illinois, for the fiscal year beginning May 1, 2021 and ending April 30, 2022, for a General Corporate Fund, a Water Fund, a Motor Fuel Tax Fund, a Special Service Area Bond and Interest Fund, a Police Pension Fund, a Water Capital Improvements Fund, a Capital Projects Fund, a Debt Service Fund, a Land Acquisition, Facility Expansion and Renovation Fund, and a Rt. 83/Plainfield Road Business District Tax Fund, such appropriations are hereby made for the following objects and purposes:

VILLAGE OF WILLOWBROOK  
APPROPRIATION  
FY 2021/22

2021-22  
APPROVED

GL NUMBER	DESCRIPTION	BUDGET	APPROPRIATION
<b>FUND 01 - GENERAL FUND</b>			
Dept 05 - VILLAGE BOARD & CLERK			
01-05-400-147	MEDICARE	887	1,774
01-05-400-161	SOCIAL SECURITY	3,794	7,588
01-05-410-101	SALARY - MAYOR & VILLAGE BOARD	54,000	108,000
01-05-410-125	SALARY - VILLAGE CLERK	7,200	14,400
01-05-410-141	LIFE INSURANCE - ELECTED OFFICIALS	864	1,728
01-05-410-201	PHONE - TELEPHONES	696	1,392
01-05-410-301	OFFICE SUPPLIES	500	1,000
01-05-410-302	PRINTING & PUBLISHING	250	500
01-05-410-303	FUEL/MILEAGE/WASH	100	200
01-05-410-304	SCHOOLS/CONFERENCES/TRAVEL	5,770	11,540
01-05-410-305	STRATEGIC PLANNING	5,000	10,000
01-05-410-307	FEES/DUES/SUBSCRIPTIONS	2,400	4,800
01-05-417-212	EDP EQUIPMENT/SOFTWARE	5,250	10,500
01-05-420-365	PUBLIC RELATIONS	500	1,000
Totals for dept 05 - VILLAGE BOARD & CLERK		87,211	174,422
Dept 07 - BOARD OF POLICE COMMISSIONERS			
01-07-400-147	MEDICARE	14	28
01-07-400-161	SOCIAL SECURITY	62	124
01-07-435-148	LIFE INSURANCE - COMMISSIONERS	228	456
01-07-435-239	FEES - BOPC ATTORNEY	5,000	10,000
01-07-435-301	OFFICE SUPPLIES	100	200
01-07-435-302	PRINTING & PUBLISHING	4,000	8,000
01-07-435-304	SCHOOLS/CONFERENCES/TRAVEL	1,000	2,000
01-07-435-307	FEES/DUES/SUBSCRIPTIONS	500	1,000
01-07-435-311	POSTAGE & METER RENT	500	1,000
01-07-440-542	EXAMS - WRITTEN	15,000	30,000
01-07-440-543	EXAMS - PHYSICAL	2,000	4,000
01-07-440-544	EXAMS - PSYCHOLOGICAL	2,500	5,000
01-07-440-545	EXAMS - POLYGRAPH	1,500	3,000
Totals for dept 07 - BOARD OF POLICE COMMISSIONERS		32,404	64,808
Dept 10 - ADMINISTRATION			
01-10-400-147	MEDICARE	5,754	11,508
01-10-400-151	IMRF	94,735	189,470
01-10-400-161	SOCIAL SECURITY	21,408	42,816
01-10-400-171	SUI - UNEMPLOYMENT	1,272	2,544
01-10-455-101	SALARIES - MANAGEMENT STAFF	194,306	388,612
01-10-455-102	OVERTIME	3,000	6,000
01-10-455-105	ASSISTANT VILLAGE ADMINISTRATOR	123,792	247,584
01-10-455-107	ADMINISTRATIVE INTERN	12,480	24,960
01-10-455-126	SALARIES - CLERICAL	63,223	126,446
01-10-455-131	PERSONNEL RECRUITMENT	500	1,000
01-10-455-141	HEALTH/DENTAL/LIFE INSURANCE	46,600	93,200
01-10-455-201	PHONE - TELEPHONES	21,600	43,200
01-10-455-266	CODIFY ORDINANCES	4,000	8,000
01-10-455-301	OFFICE SUPPLIES	6,000	12,000
01-10-455-302	PRINTING, PUBLISHING & TRANSCRIPTION	4,000	8,000
01-10-455-303	FUEL/MILEAGE/WASH	700	1,400
01-10-455-304	SCHOOLS/CONFERENCES/TRAVEL	1,000	2,000

VILLAGE OF WILLOWBROOK  
APPROPRIATION  
FY 2021/22

GL NUMBER	DESCRIPTION	2021-22	
		APPROVED BUDGET	APPROPRIATION
01-10-455-305	STRATEGIC PLANNING	2,000	4,000
01-10-455-306	CONSULTING	70,000	140,000
01-10-455-307	FEES/DUES/SUBSCRIPTIONS	13,000	26,000
01-10-455-311	POSTAGE & METER RENT	4,500	9,000
01-10-455-315	COPY SERVICE	7,000	14,000
01-10-455-355	COMMISSARY PROVISION	2,750	5,500
01-10-460-212	EDP EQUIPMENT/SOFTWARE	1,500	3,000
01-10-460-225	INTERNET/WEBSITE HOSTING	14,845	29,690
01-10-460-263	EDP LICENSES	27,133	54,266
01-10-460-265	CYBER DISRUPTION	18,129	36,258
01-10-460-267	DOCUMENT STORAGE/SCANNING	5,000	10,000
01-10-460-306	CONSULTING SERVICES - IT	20,411	40,822
01-10-466-228	MAINTENANCE - BUILDING	60,000	120,000
01-10-466-236	NICOR GAS (835 MIDWAY)	2,000	4,000
01-10-466-240	ENERGY/COMED (835 MIDWAY)	2,500	5,000
01-10-466-251	SANITARY (835 MIDWAY)	700	1,400
01-10-466-293	LANDSCAPE - VILLAGE HALL	1,000	2,000
01-10-466-351	BUILDING MAINTENANCE SUPPLIES	6,000	12,000
01-10-470-239	FEES - VILLAGE ATTORNEY	100,000	200,000
01-10-470-241	FEES - SPECIAL ATTORNEY	10,000	20,000
01-10-470-242	FEES - LABOR COUNSEL	7,500	15,000
01-10-471-252	FINANCIAL SERVICES	500	1,000
01-10-471-253	CONSULTING FEES - CLERICAL	50,000	100,000
01-10-475-365	PUBLIC RELATIONS	23,000	46,000
01-10-475-367	CRISIS MANAGEMENT	30,000	60,000
01-10-475-370	MEALS-ON-WHEELS	2,000	4,000
01-10-480-272	INSURANCE - IRMA	233,433	466,866
01-10-480-273	SELF INSURANCE - DEDUCTIBLE	10,000	20,000
01-10-485-602	BUILDING IMPROVEMENTS	20,000	40,000
01-10-485-611	FURNITURE & OFFICE EQUIPMENT	500	1,000
01-10-490-799	CONTINGENCIES	10,000	20,000
01-10-900-112	TRANSFER TO DEBT SERVICE - 2015	280,739	561,478
01-10-900-114	TRANSFER TO LAFER	926,895	1,853,790
Totals for dept 10 - ADMINISTRATION		2,567,405	5,134,810
Dept 15 - PLANNING & ECONOMIC DEVELOPMENT			
01-15-400-147	MEDICARE	452	904
01-15-400-151	IMRF	6,440	12,880
01-15-400-161	SOCIAL SECURITY	1,932	3,864
01-15-400-171	SUI - UNEMPLOYMENT	161	322
01-15-510-126	SALARIES - CLERICAL	26,125	52,250
01-15-510-141	HEALTH/DENTAL/LIFE INSURANCE	7,563	15,126
01-15-510-301	OFFICE SUPPLIES	150	300
01-15-510-302	PRINTING & PUBLISHING	2,500	5,000
01-15-510-311	POSTAGE & METER RENT	2,000	4,000
01-15-510-340	LIFE INSURANCE - PLAN COMMISSION	852	1,704
01-15-520-245	FEES - ENGINEERING	2,000	4,000
01-15-520-246	FEES - COURT REPORTER	3,000	6,000
01-15-520-254	PLAN REVIEW - ENGINEER	7,500	15,000
01-15-520-257	PLAN REVIEW - PLANNER	125,000	250,000
01-15-520-258	PLAN REVIEW - TRAFFIC CONSULTANT	5,000	10,000
Totals for dept 15 - PLANNING & ECONOMIC DEVELOPMENT		190,675	381,350

VILLAGE OF WILLOWBROOK  
APPROPRIATION  
FY 2021/22

		2021-22 APPROVED BUDGET	APPROPRIATION
GL NUMBER	DESCRIPTION		
Dept 20 - PARKS & RECREATION			
01-20-400-147	MEDICARE	606	1,212
01-20-400-151	IMRF	9,069	18,138
01-20-400-161	SOCIAL SECURITY	2,593	5,186
01-20-400-171	SUI - UNEMPLOYMENT	321	642
01-20-455-201	PHONE - TELEPHONES	2,208	4,416
01-20-550-101	SALARIES - PERMANENT EMPLOYEES	31,790	63,580
01-20-550-148	LIFE INSURANCE - COMMISSIONERS	636	1,272
01-20-550-301	OFFICE/GENERAL PROGRAM SUPPLIES	1,000	2,000
01-20-550-302	PRINTING & PUBLISHING	13,500	27,000
01-20-550-311	POSTAGE & METER RENT	1,500	3,000
01-20-555-212	EDP EQUIPMENT/SOFTWARE	2,500	5,000
01-20-555-263	EDP LICENSES	180	360
01-20-555-306	CONSULTING - PROGRAM HOSTING	15,000	30,000
01-20-570-102	OVERTIME	5,000	10,000
01-20-570-103	PART TIME - LABOR	1,575	3,150
01-20-570-228	MAINTENANCE - PARK BUILDINGS - HVAC	2,386	4,772
01-20-570-235	NICOR GAS (825 MIDWAY)	1,200	2,400
01-20-570-250	SANITARY (825 MIDWAY)	50	100
01-20-570-278	SANITARY (PARKS)	200	400
01-20-570-280	BALLFIELD MAINTENANCE	12,000	24,000
01-20-570-281	CONTRACTED MAINTENANCE & LANDSCAPE	125,100	250,200
01-20-570-331	MAINTENANCE SUPPLIES	5,000	10,000
01-20-570-411	MAINTENANCE - EQUIPMENT	4,000	8,000
01-20-575-119	SUMMER PROGRAM MATERIALS & SERVICES	7,800	15,600
01-20-575-517	SENIORS PROGRAM-SUMMER	5,400	10,800
01-20-580-118	FALL PROGRAM MATERIALS & SERVICES	600	1,200
01-20-580-517	SENIORS PROGRAM-FALL	5,400	10,800
01-20-585-121	WINTER PROGRAM MATERIALS & SERVICES	1,000	2,000
01-20-585-150	CHILDRENS SPECIAL EVENTS - OTHER	3,000	6,000
01-20-585-151	FAMILY SPECIAL EVENT - MOVIE NIGHT	1,500	3,000
01-20-585-152	FAMILY SPECIAL EVENT - TREE LIGHTING	5,200	10,400
01-20-585-153	FAMILY SPECIAL EVENT - BACK TO SCHOOL	500	1,000
01-20-585-154	FAMILY SPECIAL EVENT - RACE	5,200	10,400
01-20-585-155	CHILDREN'S HOLIDAY PARTY	5,200	10,400
01-20-585-157	COMMUNITY PICNIC	3,600	7,200
01-20-585-517	SENIORS PROGRAM-WINTER/SPRING	5,400	10,800
01-20-586-121	SPRING PROGRAM MATERIALS & SERVICES	300	600
01-20-590-518	SPECIAL RECREATION ASSOC PROGRAM DUES	39,310	78,620
01-20-590-519	ADA PARK MAINTENANCE	4,880	9,760
01-20-590-520	ADA RECREATION ACCOMMODATIONS	6,500	13,000
01-20-590-521	ADA PARK IMPROVEMENTS	128,550	257,100
01-20-595-643	POND IMPROVEMENTS	400	800
01-20-595-695	PARK IMPROVEMENTS - NEIGHBORHOOD PARKS	208,000	416,000
Totals for dept 20 - PARKS & RECREATION		675,154	1,350,308
Dept 25 - FINANCE DEPARTMENT			
01-25-400-147	MEDICARE	3,805	7,610
01-25-400-151	IMRF	55,104	110,208
01-25-400-161	SOCIAL SECURITY	15,476	30,952
01-25-400-171	SUI - UNEMPLOYMENT	963	1,926
01-25-610-101	SALARIES - MANAGEMENT STAFF	155,625	311,250
01-25-610-102	OVERTIME	1,000	2,000

VILLAGE OF WILLOWBROOK  
APPROPRIATION  
FY 2021/22

GL NUMBER	DESCRIPTION	2021-22	APPROPRIATION
		APPROVED BUDGET	
01-25-610-126	SALARIES - CLERICAL	105,806	211,612
01-25-610-141	HEALTH/DENTAL/LIFE INSURANCE	39,944	79,888
01-25-610-301	OFFICE SUPPLIES	2,500	5,000
01-25-610-302	PRINTING & PUBLISHING	1,500	3,000
01-25-610-303	FUEL/MILEAGE/WASH	250	500
01-25-610-304	SCHOOLS/CONFERENCES/TRAVEL	1,800	3,600
01-25-610-307	FEES/DUES/SUBSCRIPTIONS	1,655	3,310
01-25-610-311	POSTAGE & METER RENT	250	500
01-25-615-212	EDP EQUIPMENT/SOFTWARE	1,500	3,000
01-25-615-263	EDP LICENSES	12,780	25,560
01-25-615-267	DOCUMENT STORAGE/SCANNING	1,000	2,000
01-25-620-251	AUDIT SERVICES	30,990	61,980
01-25-620-252	FINANCIAL SERVICES	4,475	8,950
Totals for dept 25 - FINANCE DEPARTMENT		436,423	872,846
Dept 30 - POLICE DEPARTMENT			
01-30-400-147	MEDICARE	46,680	93,360
01-30-400-151	IMRF	49,910	99,820
01-30-400-161	SOCIAL SECURITY	12,553	25,106
01-30-400-171	SUI - UNEMPLOYMENT	9,309	18,618
01-30-630-101	SALARIES - PERMANENT EMPLOYEES	2,718,117	5,436,234
01-30-630-102	OVERTIME	336,000	672,000
01-30-630-103	OVERTIME - SPECIAL DETAIL & GRANTS	15,000	30,000
01-30-630-105	SALARIES-COPS GRANT OFFICERS	230,832	461,664
01-30-630-126	SALARIES - CLERICAL	192,473	384,946
01-30-630-127	OVERTIME - CLERICAL	10,000	20,000
01-30-630-131	PERSONNEL RECRUITMENT	1,000	2,000
01-30-630-141	HEALTH/DENTAL/LIFE INSURANCE	362,454	724,908
01-30-630-155	POLICE PENSION	1,190,994	2,381,988
01-30-630-201	PHONE - TELEPHONES	27,000	54,000
01-30-630-202	ACCREDITATION	9,000	18,000
01-30-630-228	MAINTENANCE - BUILDING	60,000	120,000
01-30-630-235	NICOR GAS (7760 QUINCY)	5,000	10,000
01-30-630-241	FEES - FIELD COURT ATTORNEY	20,000	40,000
01-30-630-245	FIRING RANGE	18,500	37,000
01-30-630-246	RED LIGHT - ADJUDICATOR	6,000	12,000
01-30-630-247	RED LIGHT - CAMERA FEES	275,000	550,000
01-30-630-248	RED LIGHT - COM ED	2,000	4,000
01-30-630-249	RED LIGHT - MISC FEE	35,000	70,000
01-30-630-250	SANITARY (7760 QUINCY)	1,000	2,000
01-30-630-301	OFFICE SUPPLIES	5,000	10,000
01-30-630-302	PRINTING & PUBLISHING	4,000	8,000
01-30-630-303	FUEL/MILEAGE/WASH	50,000	100,000
01-30-630-304	SCHOOLS/CONFERENCES/TRAVEL	40,000	80,000
01-30-630-305	TUITION REIMBURSEMENT	6,000	12,000
01-30-630-307	FEES/DUES/SUBSCRIPTIONS	35,000	70,000
01-30-630-308	CADET PROGRAM	500	1,000
01-30-630-309	EMPLOYEE RECOGNITION	3,000	6,000
01-30-630-311	POSTAGE & METER RENT	4,200	8,400
01-30-630-315	COPY SERVICE	4,100	8,200
01-30-630-345	UNIFORMS	29,000	58,000
01-30-630-346	AMMUNITION	18,000	36,000
01-30-630-351	BUILDING MAINTENANCE SUPPLIES	3,000	6,000

VILLAGE OF WILLOWBROOK  
APPROPRIATION  
FY 2021/22

GL NUMBER	DESCRIPTION	2021-22	APPROPRIATION
		APPROVED BUDGET	
01-30-630-401	OPERATING EQUIPMENT	27,000	54,000
01-30-630-402	BODY CAMERAS	61,000	122,000
01-30-630-403	IN-CAR CAMERA	22,000	44,000
01-30-630-409	MAINTENANCE - VEHICLES	50,000	100,000
01-30-630-421	MAINTENANCE - RADIO EQUIPMENT	6,000	12,000
01-30-635-288	BUILDING CONSTR & REMODEL	2,000	4,000
01-30-640-212	EDP EQUIPMENT/SOFTWARE	3,040	6,080
01-30-640-225	INTERNET/WEBSITE HOSTING	4,800	9,600
01-30-640-263	EDP LICENSES	40,000	80,000
01-30-640-267	DOCUMENT STORAGE/SCANNING	2,000	4,000
01-30-640-306	CONSULTING - IT/GRANT	17,703	35,406
01-30-645-273	SELF INSURANCE - DEDUCTIBLE	20,000	40,000
01-30-650-268	ANIMAL CONTROL	800	1,600
01-30-650-343	JAIL SUPPLIES	10,000	20,000
01-30-650-348	DRUG FORFEITURE- STATE	500	1,000
01-30-650-349	DRUG FORFEITURE - FEDERAL	500	1,000
01-30-655-339	CONFIDENTIAL FUNDS	500	1,000
01-30-655-405	FURNITURE & OFFICE EQUIPMENT	21,000	42,000
01-30-660-105	PART TIME - CROSSING GUARD	5,323	10,646
01-30-660-205	BIKE PROGRAM	6,000	12,000
01-30-670-331	COMMODITIES	5,000	10,000
01-30-675-235	RADIO DISPATCHING	312,000	624,000
01-30-680-625	NEW VEHICLES	168,000	336,000
01-30-680-642	COPY MACHINE	32,000	64,000
01-30-685-799	CONTINGENCIES	5,000	10,000
Totals for dept 30 - POLICE DEPARTMENT		6,657,788	13,315,576
Dept 35 - PUBLIC WORKS DEPARTMENT			
01-35-400-147	MEDICARE	2,719	5,438
01-35-400-151	IMRF	44,537	89,074
01-35-400-161	SOCIAL SECURITY	11,627	23,254
01-35-400-171	SUI - UNEMPLOYMENT	972	1,944
01-35-710-101	SALARIES - PERMANENT EMPLOYEES	131,801	263,602
01-35-710-102	OVERTIME	20,000	40,000
01-35-710-103	PART TIME - LABOR	6,863	13,726
01-35-710-126	SALARIES - CLERICAL	28,875	57,750
01-35-710-141	HEALTH/DENTAL/LIFE INSURANCE	40,420	80,840
01-35-710-201	TELEPHONES	2,124	4,248
01-35-710-301	OFFICE SUPPLIES	500	1,000
01-35-710-302	PRINTING & PUBLISHING	750	1,500
01-35-710-303	FUEL/MILEAGE/WASH	10,428	20,856
01-35-710-304	SCHOOLS/CONFERENCES/TRAVEL	1,000	2,000
01-35-710-307	FEES/DUES/SUBSCRIPTIONS	400	800
01-35-710-311	POSTAGE & METER RENT	1,500	3,000
01-35-710-345	UNIFORMS	3,800	7,600
01-35-710-401	OPERATING SUPPLIES & EQUIPMENT	3,890	7,780
01-35-710-405	FURNITURE & OFFICE EQUIPMENT	500	1,000
01-35-715-212	EDP EQUIPMENT/SOFTWARE	500	1,000
01-35-715-225	INTERNET/WEBSITE HOSTING	1,416	2,832
01-35-720-245	FEES - ENGINEERING	24,000	48,000
01-35-720-254	PLAN REVIEW - ENGINEER	1,500	3,000
01-35-725-413	MAINTENANCE - GARAGE	8,032	16,064
01-35-725-414	MAINTENANCE - SALT BINS	5,700	11,400

VILLAGE OF WILLOWBROOK  
APPROPRIATION  
FY 2021/22

		2021-22 APPROVED BUDGET	APPROPRIATION
GL NUMBER	DESCRIPTION		
01-35-725-415	NICOR GAS	3,200	6,400
01-35-725-417	SANITARY USER CHARGE	200	400
01-35-725-418	MAINTENANCE - PW BUILDING	20,600	41,200
01-35-735-409	MAINTENANCE - VEHICLES	25,000	50,000
01-35-735-411	MAINTENANCE - EQUIPMENT	1,000	2,000
01-35-740-287	SNOW REMOVAL CONTRACT	80,000	160,000
01-35-740-411	MAINTENANCE - EQUIPMENT	8,800	17,600
01-35-745-207	ENERGY - STREET LIGHTS	21,000	42,000
01-35-745-223	MAINTENANCE - STREET LIGHTS	25,000	50,000
01-35-745-224	MAINTENANCE - TRAFFIC SIGNALS	3,800	7,600
01-35-750-286	JET CLEANING CULVERT	20,000	40,000
01-35-750-289	SITE IMPROVEMENTS	10,000	20,000
01-35-750-290	EQUIPMENT RENTAL	3,500	7,000
01-35-750-328	STREET & ROW MAINTENANCE	175,000	350,000
01-35-750-338	TREE MAINTENANCE	180,000	360,000
01-35-750-381	STORM WATER IMPROVEMENTS MAINTENA	92,500	185,000
01-35-755-279	TRASH REMOVAL	2,000	4,000
01-35-755-281	ROUTE 83 BEAUTIFICATION	55,000	110,000
01-35-755-284	BRUSH PICKUP	37,400	74,800
01-35-755-328	STREET & ROW MAINTENANCE OTHER	15,000	30,000
01-35-755-331	SALT	80,000	160,000
01-35-755-332	J.U.L.I.E.	2,500	5,000
01-35-755-333	ROAD SIGNS	19,700	39,400
01-35-755-401	OPERATING EQUIPMENT	7,000	14,000
01-35-760-258	PEST CONTROL	1,000	2,000
01-35-760-259	MOSQUITO ABATEMENT	37,550	75,100
01-35-765-625	VEHICLES - NEW & OTHER	131,721	263,442
01-35-765-640	VILLAGE ENTRY SIGNS	150,000	300,000
01-35-765-685	STREET IMPROVEMENTS	30,000	60,000
Totals for dept 35 - PUBLIC WORKS DEPARTMENT		1,592,325	3,184,650
Dept 40 - BUILDING & ZONING DEPARTMENT			
01-40-400-147	MEDICARE	1,949	3,898
01-40-400-151	IMRF	33,138	66,276
01-40-400-161	SOCIAL SECURITY	8,335	16,670
01-40-400-171	SUI - UNEMPLOYMENT	482	964
01-40-810-101	SALARIES - PERMANENT EMPLOYEES	102,308	204,616
01-40-810-102	OVERTIME	6,000	12,000
01-40-810-126	SALARIES - CLERICAL	26,125	52,250
01-40-810-141	HEALTH/DENTAL/LIFE INSURANCE	22,769	45,538
01-40-810-201	TELEPHONES	1,752	3,504
01-40-810-301	OFFICE SUPPLIES	1,500	3,000
01-40-810-302	PRINTING & PUBLISHING	750	1,500
01-40-810-303	FUEL/MILEAGE/WASH	500	1,000
01-40-810-304	SCHOOLS/CONFERENCES/TRAVEL	1,200	2,400
01-40-810-307	FEES/DUES/SUBSCRIPTIONS	500	1,000
01-40-810-311	POSTAGE & METER RENT	400	800
01-40-810-315	COPY SERVICE	5,000	10,000
01-40-810-345	UNIFORMS	800	1,600
01-40-810-409	MAINTENANCE - VEHICLES	2,000	4,000
01-40-815-267	DOCUMENT STORAGE/SCANNING	7,000	14,000
01-40-820-246	FEES - DRAINAGE ENGINEER	1,200	2,400
01-40-820-254	PLAN REVIEW - CIVIL ENGINEER	14,000	28,000



VILLAGE OF WILLOWBROOK  
APPROPRIATION  
FY 2021/22

GL NUMBER	DESCRIPTION	2021-22 APPROVED BUDGET	APPROPRIATION
01-40-820-255	PLAN REVIEW - STRUCTURAL	4,000	8,000
01-40-820-258	PLAN REVIEW - BUILDING CODE	140,000	280,000
01-40-830-109	PART TIME - INSPECTOR	45,000	90,000
01-40-830-115	PLUMBING INSPECTION	5,000	10,000
01-40-830-117	ELEVATOR INSPECTION	5,000	10,000
01-40-830-119	CODE ENFORCE INSPECTION	5,000	10,000
Totals for dept 40 - BUILDING & ZONING DEPARTMENT		441,708	883,416
Dept 53 - HOTEL/MOTEL			
01-53-435-317	ADVERTISING	10,000	20,000
01-53-435-319	CHAMBER DIRECTORY	3,000	6,000
01-53-436-379	SPECIAL PROMOTIONAL EVENTS	2,500	5,000
Totals for dept 53 - HOTEL/MOTEL		15,500	31,000
TOTAL APPROPRIATIONS		\$ 12,696,593	\$ 25,393,186

Fund 02 - WATER FUND

Dept 50 - WATER DEPARTMENT			
02-50-400-147	MEDICARE	2,798	5,596
02-50-400-151	IMRF	46,878	93,756
02-50-400-161	SOCIAL SECURITY	11,965	23,930
02-50-400-171	SUI - UNEMPLOYMENT	872	1,744
02-50-401-101	SALARIES - PERMANENT EMPLOYEES	134,801	269,602
02-50-401-102	OVERTIME	25,000	50,000
02-50-401-103	PART TIME - LABOR	2,813	5,626
02-50-401-126	SALARIES - CLERICAL	28,875	57,750
02-50-401-141	HEALTH/DENTAL/LIFE INSURANCE	41,174	82,348
02-50-401-201	PHONE - TELEPHONES	4,495	8,990
02-50-401-301	OFFICE SUPPLIES	500	1,000
02-50-401-302	PRINTING & PUBLISHING	5,576	11,152
02-50-401-303	FUEL/MILEAGE/WASH	11,000	22,000
02-50-401-304	SCHOOLS CONFERENCE TRAVEL	1,500	3,000
02-50-401-307	FEES DUES SUBSCRIPTIONS	1,400	2,800
02-50-401-311	POSTAGE & METER RENT	6,000	12,000
02-50-401-405	FURNITURE & OFFICE EQUIPMENT	500	1,000
02-50-405-245	FEES - ENGINEERING	60,500	121,000
02-50-410-501	REIMBURSE OVERHEAD GENERAL FUND	647,154	1,294,308
02-50-415-273	SELF INSURANCE - DEDUCTIBLE	10,000	20,000
02-50-417-212	EDP EQUIPMENT/SOFTWARE	35,364	70,728
02-50-417-263	EDP LICENSES	15,647	31,294
02-50-417-306	IT CONSULTING	2,693	5,386
02-50-420-206	ENERGY - ELECTRIC PUMP	18,000	36,000
02-50-420-361	CHEMICALS	1,500	3,000
02-50-420-362	SAMPLING ANALYSIS	4,500	9,000
02-50-420-488	MAINTENANCE - PUMPS & WELL 3	500	1,000
02-50-420-491	PUMP INSPECTION REPAIR MAINTAIN STA	500	1,000
02-50-420-575	PURCHASE OF WATER	1,689,800	3,379,600
02-50-425-473	WELLHOUSE REPAIRS & MAINTENANCE - L.F	1,500	3,000
02-50-425-474	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	1,500	3,000
02-50-425-475	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	5,500	11,000
02-50-425-485	REPAIRS & MAINTENANCE-STANDPIPE/PUM	9,000	18,000



VILLAGE OF WILLOWBROOK  
APPROPRIATION  
FY 2021/22

GL NUMBER	DESCRIPTION	2021-22	
		APPROVED BUDGET	APPROPRIATION
02-50-430-276	LEAK SURVEYS	20,256	40,512
02-50-430-277	WATER DISTRIBUTION REPAIRS/MAINTENANCE	200,000	400,000
02-50-430-299	LANDSCAPING - OTHER	1,500	3,000
02-50-430-401	OPERATING EQUIPMENT	5,000	10,000
02-50-430-425	J. U. L. I. E. MAINTENANCE & SUPPLY	500	1,000
02-50-430-476	MATERIAL & SUPPLIES - DISTRIBUTION	35,000	70,000
02-50-435-278	METERS FLOW TESTING	10,263	20,526
02-50-435-461	NEW METERING EQUIPMENT	15,000	30,000
02-50-435-462	METER REPLACEMENT	13,297	26,594
02-50-435-463	MAINTENANCE - METER EQUIPMENT	2,500	5,000
02-50-440-626	VEHICLES - NEW & OTHER	131,721	263,442
02-50-440-694	DISTRIBUTION SYSTEM REPLACEMENT	87,500	175,000
02-50-449-102	INTEREST - BOND	8,964	17,928
02-50-449-104	PRINCIPAL - BOND	11,829	23,658
02-50-449-105	INTEREST - IEPA LOAN	13,393	26,786
02-50-449-106	PRINCIPAL - IEPA LOAN	41,055	82,110
02-50-900-112	TRANSFER TO DEBT SERVICE - 2015	45,918	91,836
Totals for dept 50 - WATER DEPARTMENT		3,473,501	6,947,002
TOTAL APPROPRIATIONS		\$ 3,473,501	\$ 6,947,002

Fund 04 - MOTOR FUEL TAX FUND

Dept 56 - MOTOR FUEL TAX

04-56-430-245	ENGINEERING	25,000	50,000
04-56-430-684	STREET MAINTENANCE CONTRACT	350,000	700,000
Totals for dept 56 - MOTOR FUEL TAX		375,000	750,000
TOTAL APPROPRIATIONS		\$ 375,000	\$ 750,000

Fund 06 - SSA ONE BOND & INTEREST FUND

Dept 60 - SSA BOND

06-60-550-401	BOND PRINCIPAL EXPENSE	190,000	380,000
06-60-550-402	BOND INTEREST EXPENSE	130,585	261,170
Totals for dept 60 - SSA BOND		320,585	641,170
TOTAL APPROPRIATIONS		\$ 320,585	\$ 641,170

Fund 07 - POLICE PENSION FUND

Dept 62

07-62-401-242	LEGAL FEES	1,000	2,000
07-62-401-251	AUDIT FEES	3,620	7,240
07-62-401-252	ACTUARY SERVICES	6,180	12,360
07-62-401-253	FINANCIAL ADVISORY FEES	35,000	70,000
07-62-401-254	FIDUCIARY INSURANCE	3,283	6,566
07-62-401-304	SCHOOLS CONFERENCE TRAVEL	4,000	8,000
07-62-401-307	FEES DUES SUBSCRIPTIONS	795	1,590
07-62-401-311	POSTAGE & METER RENT	50	100

VILLAGE OF WILLOWBROOK  
APPROPRIATION  
FY 2021/22

GL NUMBER	DESCRIPTION	2021-22 APPROVED BUDGET	APPROPRIATION
07-62-401-531	DEPT OF INSURANCE FILING FEE	5,625	11,250
07-62-401-543	EXAMS - PHYSICAL	750	1,500
07-62-401-581	PENSION BENEFITS	1,380,356	2,760,712
07-62-401-582	WIDOW'S PENSION	85,553	171,106
07-62-401-583	NON-DUTY DISABILITY BENEFITS	73,443	146,886
07-62-401-584	DUTY DISABILITY BENEFITS	72,091	144,182
Totals for dept 62 -		1,671,746	3,343,492
TOTAL APPROPRIATIONS		\$ 1,671,746	\$ 3,343,492

Fund 09 - WATER CAPITAL IMPROVEMENTS FUND

Dept 65 - WATER CAPITAL IMPROVEMENTS

09-65-440-600	WATER SYSTEM IMPROVEMENTS	151,125	302,250
09-65-440-602	MTU REPLACEMENT	1,000	2,000
Totals for dept 65 - WATER CAPITAL IMPROVEMENTS		152,125	304,250
TOTAL APPROPRIATIONS		\$ 152,125	\$ 304,250

Fund 10 - CAPITAL PROJECT FUND

Dept 68 - CAPITAL PROJECTS

10-68-550-404	BOND ISSUANCE COSTS	681	1,362
Totals for dept 68 - CAPITAL PROJECTS		681	1,362
TOTAL APPROPRIATIONS		\$ 681	\$ 1,362

Fund 11 - DEBT SERVICE FUND

Dept 70 - DEBT SERVICE FUND

11-70-550-401	BOND PRINCIPAL	223,171	446,342
11-70-550-402	BOND INTEREST	103,486	206,972
Totals for dept 70 - DEBT SERVICE FUND		326,657	653,314
TOTAL APPROPRIATIONS		\$ 326,657	\$ 653,314

Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION &

Dept 75 - LAND ACQUISITION/EXPANSION/RENOVATION

14-75-930-412	CRC EXT REMODEL (825 MIDWAY DR)	110,000	220,000
14-75-930-413	CRC INTERIOR REMODEL (825 MIDWAY)	1,020,750	2,041,500
14-75-930-414	FURNITURE & FIXTURES	521,145	1,042,290
Totals for dept 75 - LAND ACQUISITION/EXPANSION/RENOVATION		1,651,895	3,303,790
TOTAL APPROPRIATIONS		\$ 1,651,895	\$ 3,303,790

Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRICT TAX

VILLAGE OF WILLOWBROOK  
 APPROPRIATION  
 FY 2021/22

FY 2021/22		2021-22	
		APPROVED	
GL NUMBER	DESCRIPTION	BUDGET	APPROPRIATION
Dept 15 - PLANNING & ECONOMIC DEVELOPMENT			
15-15-401-242	LEGAL FEES	10,000	20,000
15-15-455-513	SALES TAX REBATE- TOWN CENTER	62,725	125,450
15-15-455-514	SALES TAX REBATE - PFM	110,000	220,000
15-15-745-224	MAINT TRAFFIC SIGNALS	3,141	6,282
Totals for dept 15 - PLANNING & ECONOMIC DEVELOPMENT		185,866	371,732
TOTAL APPROPRIATIONS		\$ 185,866	\$ 371,732
APPROPRIATIONS - ALL FUNDS		\$ 20,854,649	\$ 41,709,298

**SECTION 2.** Any sums of money heretofore appropriated and not heretofore expended, and now in the Village Treasury of the Village of Willowbrook are hereby appropriated by this Ordinance.

**SECTION 3.** The appropriations herein for the payment of liabilities, contract liabilities, or unpaid bills, if any, shall not be construed as an approval of any such liabilities or unpaid bills, but shall be regarded only as an appropriation for the payment thereof, when and if said “liabilities”, “contract liabilities” or “unpaid bills” shall be found to be valid and legal obligations against the Village of Willowbrook, and are appropriated, vouchered and audited.

**SECTION 4.** The appropriations made herein for salaries and wages for positions shall be regarded as maximum appropriations as to the sums appropriated and for the length of time for which the incumbent of each position is to be employed. No employee shall have the right to demand continuous employment and compensation by reason of the appropriations, if it becomes necessary to discharge him or her due to unsatisfactory performance or on account of lack of work, or lack of funds. In case of any vacancy in any office or employment position herein appropriated for, the corporate authorities or the Village Administrator shall not be required to fill such office or employment position if, in its or her judgment and discretion, as the case may be, there is no necessity thereof.

**SECTION 5.** If any item, purpose, sentence or portion thereof of this Ordinance be for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance, and any ordinance or parts of any ordinance in conflict herewith are hereby repealed.

**SECTION 6.** A certified copy of this Ordinance shall be filed with the DuPage County Clerk within thirty (30) days of passage and approval by the Mayor and Board of Trustees of the Village of Willowbrook.

**SECTION 7.** All ordinances or resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

**SECTION 8.** This Ordinance shall be in full force and effect upon its passage, approval and publication or posting as provided by law.

PASSED and APPROVED this 24<sup>th</sup> day of May, 2021, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**CHIEF FISCAL OFFICER'S CERTIFICATE OF ESTIMATED REVENUES**  
For Village of Willowbrook, DuPage County, Illinois

I, Carrie Dittman, DO HEREBY CERTIFY AS FOLLOWS:

1. I am the Chief Fiscal Officer for the Village of Willowbrook, DuPage County, Illinois
2. I estimate the revenue by source, of said Village of Willowbrook, for the fiscal year beginning May 1, 2021 and ending April 30, 2022, to be as follows:

**GENERAL CORPORATE FUND**

Property Taxes	\$ 196,021
Sales Taxes	6,370,000
Other Taxes	2,899,228
Licenses	212,150
Permits	313,500
Fines	757,567
Charges & Fees	75,000
Park & Recreation	22,950
Interest Income	9,000
Other	1,028,765
Transfers In From Other Funds	-
Total General Corporate Fund	<u>\$ 11,884,181</u>

**WATER FUND**

Water Sales	3,165,000
Other Revenue	11,000
Interest Income	1,200
Water Connection Fees	3,000
Total Water Fund	<u>\$ 3,180,200</u>

**MOTOR FUEL TAX FUND**

Motor Fuel Tax	303,170
Interest Income	900
Total Motor Fuel Tax Fund	<u>\$ 304,070</u>

**SSA BOND AND INTEREST FUND**

Property Taxes	320,585
Interest Income	240
Total SSA Bond and Interest Fund	<u>\$ 320,825</u>

**POLICE PENSION FUND**

Village Contributions	1,190,994
Employee Contributions	257,599
Interest Income	500,000
Total Police Pension Fund	<u>\$ 1,948,593</u>

**WATER CAPITAL IMPROVEMENTS FUND**

Transfers In From Other Funds	-
Interest Income	960
Total Water Capital Improvements Fund	<u>\$ 960</u>

**CAPITAL PROJECTS FUND**

None	-
Total Capital Projects Fund	<u>\$ -</u>

**DEBT SERVICE FUND**

Transfer From General Fund	280,739
Transfer From Water Fund	45,918
Total Debt Service Fund	<u>\$ 326,657</u>

**LAND ACQUISITION, FACILITY EXPANSION AND RENOVATION FUND**

Transfer From General Fund	926,895
Grants	725,000
Total Land Acquisition, Facility Expansion and Renovation Fund	<u>\$ 1,651,895</u>

**RT. 83/PLAINFIELD ROAD BUSINESS DISTRICT TAX FUND**

Business District Sales Tax	500,000
Total Rt. 83/Plainfield Road Business District Tax Fund	<u>\$ 500,000</u>

<b>TOTAL ALL FUNDS</b>	<b><u>\$ 20,117,381</u></b>
------------------------	-----------------------------

\_\_\_\_\_  
Carrie Dittman  
Director of Finance

\_\_\_\_\_  
Date

STATE OF ILLINOIS        )  
                                      )       SS  
COUNTY OF DUPAGE        )

I, Deborah A. Hahn, do hereby certify that I am the duly qualified and acting Clerk of the Village of Willowbrook in the county and state aforesaid, and as such Clerk I am the keeper of the records and files of the Village of Willowbrook.

I do further certify that the attached and foregoing is a true and complete copy of Ordinance No. 21-O- \_\_\_\_ being the ANNUAL APPROPRIATION ORDINANCE FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2021 AND ENDING APRIL 30, 2022, as adopted by the Mayor and Board of Trustees of the Village of Willowbrook, at its properly convened meeting held on the 24<sup>th</sup> day of May, 2021, as appears from the official records of said Village in my care and custody.

**IN WITNESS WHEREOF**, I have hereunto affixed my official signature and the corporate seal of said Village of Willowbrook, DuPage County, Illinois, on this 24<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

(SEAL)



## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**A RESOLUTION ACCEPTING AND APPROVING A PROPOSAL FROM AXON ENTERPRISE, INC. FOR THE PURCHASE AND FIVE (5) YEAR MAINTENANCE OF “AXON 3” BODY WORN CAMERAS FOR THE POLICE DEPARTMENT AT A TOTAL FIVE (5) YEAR COST NOT TO EXCEED \$197,374.70**

**AGENDA NO. 7.**

**AGENDA DATE: 05/24/21**

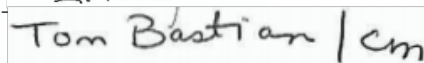
**STAFF REVIEW:** Robert Schaller, Chief of Police

**SIGNATURE:**



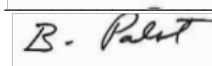
**LEGAL REVIEW:** Tom Bastian, Village Attorney

**SIGNATURE:**



**RECOMMENDED BY:** Brian Pabst, Village Administrator

**SIGNATURE:**



**REVIEWED & APPROVED BY PSC:** YES ☒ NO ☐ N/A ☐

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

During previous Public Safety meetings and budget workshops, numerous discussions on the implementation of Body Worn Cameras (BWC) have taken place with the consensus of the importance of moving this program forward. Nationally, the relationship between the public and law enforcement has been placed in a precarious position, with fractures in partnerships being highlighted across the country through swift media channels. Video cameras are accessible to nearly everyone by way of smartphones, and there is no shortage of individuals capturing video interactions between police and the communities they serve. There is a disparity in this equipment's availability, in that officers are not afforded the opportunity to provide video from their field of view in real-time unless they are equipped with body-worn cameras (BWC) or are in the presence of their in-car video system. The department has utilized in-car camera systems for over two decades, but limitations exist, and the need has been identified for a more comprehensive camera approach. Providing officers with wearable cameras offers the community a high level of transparency and provide the judicial system with additional evidence availability. Also necessary, BWCs offer supplementary insight into how officers' decision-making capabilities positively impact the community.

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

Evaluations were conducted and, one vendor rose above the others in meeting the comprehensive needs of the BWC program the department would like to implement. The Axon Body 3 met all the needs of the police department. Axon's proprietary software works in conjunction with the department's current Axon Tasers and Axon's Evidence.com software, Technology Assurance Plan, which makes Axon International the best choice for the Police department.

Axon Body 3 camera features enhanced low-light performance, reduced motion blur, and an LTE connection that enables real-time features. Axon Body 3 quickly adjusts to changing light conditions

without sacrificing clarity. It contains multiple microphones, wind noise is reduced for crystal-clear audio. Axon Body 3 can send real-time alerts, for example, when a taser or handgun is deployed. It can also stream audio and video to Axon Evidence (Evidence.com), so officers and command staff can pull up a real-time view.

The Technology Assurance plan provides warranty coverage for the Axon cameras for two and a half years, after which they will be replaced with newest model at no cost.

Axon Evidence provides Automated Redaction which speeds up reaction times by using AI to detect and mask common objects, such as license plates, screens, and faces.

The WBPD has applied for an Illinois Training and Standards Board Grant that covers the hardware (camera) cost only if purchased after July 1, 2020, and before June 30, 2021.

If the grant is not awarded, staff will use the budgeted funds of \$61,000 from account number 01-30-630-402.

**ACTION PROPOSED:**

Adopt the resolution.

**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION ACCEPTING AND APPROVING A PROPOSAL FROM AXON ENTERPRISE, INC. FOR THE PURCHASE AND FIVE (5) YEAR MAINTENANCE OF “AXON 3” BODY WORN CAMERAS FOR THE POLICE DEPARTMENT AT A TOTAL FIVE (5) YEAR COST NOT TO EXCEED \$197,374.70**

---

**WHEREAS**, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village and its police officers to implement the use of Body Worn Cameras (BWC); and

**WHEREAS**, the Village Police Department evaluated various BWC systems and has determined that the “Axon 3” BWC will best serve the comprehensive need of its police officers and the Police Department, due in part to Axon 3’s compatibility and pairing with Axon’s in-car camera system.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the proposal from Axon Enterprise, Inc. for the purchase and five (5) year maintenance of “Axon-3” Body Worn Cameras in an amount not to exceed \$197,374.70 over a five (5) year period, and attached hereto as Exhibit “A”, is accepted and approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BE IT FURTHER RESOLVED** that the Village Mayor is hereby directed and authorized to execute said proposal and purchase agreement on behalf of the Village.

ADOPTED and APPROVED this 24<sup>th</sup> day of May, 2021, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

## **EXHIBIT “A”**



# AXON

**Willowbrook Police Dept. - IL**

**AXON SALES REPRESENTATIVE**

Rachel Leinson  
(480) 463-2126  
rleinson@axon.com

**ISSUED**  
4/28/2021



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-283104-44314.724RL**

Issued: 04/28/2021



**Quote Expiration: 05/31/2021**

**Account Number: 162886**

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Willowbrook Police Dept. - IL  
7760 QUINCY ST.  
WILLOWBROOK, IL 60527  
US

**BILL TO**

Willowbrook Police Dept. - IL  
7760 QUINCY ST.  
WILLOWBROOK, IL 60527  
US

**SALES REPRESENTATIVE**

Rachel Leinson  
Phone: (480) 463-2126  
Email: rleinson@axon.com  
Fax:

**PRIMARY CONTACT**

Phone:  
Email:

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	26	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	26	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	104	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	6	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	2	0.00	0.00	0.00
73478	REDACTION ASSISTANT USER ACCESS LICENSE	60	26	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	60	26	0.00	0.00	0.00
<b>Hardware</b>						
73202	AXON BODY 3 - NA10		26	699.00	699.00	18,174.00
74210	AXON BODY 3 - 8 BAY DOCK		3	1,495.00	1,495.00	4,485.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		3	43.90	43.90	131.70
71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK		28	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		26	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		26	249.00	249.00	6,474.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		52	0.00	0.00	0.00

## Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	26	1,068.00	1,068.00	27,768.00
73827	AB3 CAMERA TAP WARRANTY	60	26	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	3	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		3	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	26	108.00	108.00	2,808.00
73665	RESPOND DEVICE PAYMENT	12	26	60.00	60.00	1,560.00
Services						
85144	AXON STARTER		1	2,750.00	2,750.00	2,750.00
					Subtotal	65,086.70
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	65,086.70

## Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	26	1,068.00	1,068.00	27,768.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	26	108.00	108.00	2,808.00
73665	RESPOND DEVICE PAYMENT	12	26	60.00	60.00	1,560.00
					Subtotal	33,072.00
					Estimated Tax	0.00
					Total	33,072.00

## Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73309	AXON CAMERA REFRESH ONE		26	0.00	0.00	0.00



### Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	26	1,068.00	1,068.00	27,768.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		3	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	26	108.00	108.00	2,808.00
73665	RESPOND DEVICE PAYMENT	12	26	60.00	60.00	1,560.00
Subtotal						33,072.00
Estimated Tax						0.00
Total						33,072.00

### Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	26	1,068.00	1,068.00	27,768.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	26	108.00	108.00	2,808.00
73665	RESPOND DEVICE PAYMENT	12	26	60.00	60.00	1,560.00
Subtotal						33,072.00
Estimated Tax						0.00
Total						33,072.00

### Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73310	AXON CAMERA REFRESH TWO		26	0.00	0.00	0.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	26	1,068.00	1,068.00	27,768.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		3	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	26	108.00	108.00	2,808.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73665	RESPOND DEVICE PAYMENT	12	26	60.00	60.00	1,560.00
					Subtotal	33,072.00
					Estimated Tax	0.00
					Total	33,072.00
Grand Total						197,374.70

## Summary of Payments

Payment	Amount (USD)
Year 1	65,086.70
Year 2	33,072.00
Year 3	33,072.00
Year 4	33,072.00
Year 5	33,072.00
<b>Grand Total</b>	<b>197,374.70</b>

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)) and the **Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience** (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

<b>Signature:</b>	_____	<b>Date:</b>	_____
<b>Name (Print):</b>	_____	<b>Title:</b>	_____
<b>PO# (Or write N/A):</b>	_____		

Please sign and email to Rachel Leinson at [rleinson@axon.com](mailto:rleinson@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



## Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

**1**     **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

**2**     **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

**3**     **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

**4**     **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

**5**     **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

**6**     **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

**7 Warranty.**

**7.1 Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

**7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

**7.3 Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

**7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

**7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

**7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

**8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

**9 Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.



## Master Services and Purchasing Agreement between Axon and Agency

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be



## Master Services and Purchasing Agreement between Axon and Agency

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

### 19 **General.**

**19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

**19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

**19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

**19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.

**19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

**19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

**19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

**19.9 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

**19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
legal@axon.com

Agency:  
Attn:  
Street Address  
City, State, Zip  
Email

**19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or



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understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.**

**Agency**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**Axon Cloud Services Terms of Use Appendix**

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**1 Definitions.**

**“Agency Content”** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**“Evidence”** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**“Non-Content Data”** is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

**“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 2 Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

- 3 Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

- 4 Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 5 Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020

Page 6 of 18



## Master Services and Purchasing Agreement

if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.  
  
Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13**     **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1**     copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 13.2**     reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - 13.3**     access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 13.4**     use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 13.5**     access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 13.6**     remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - 13.7**     use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14**     **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15**     **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16**     **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



## Master Services and Purchasing Agreement

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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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**Axon Customer Experience Improvement Program Appendix**

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- 1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

**1.1 ACEIP Tier 1.**

- 1.1.1.** When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1<sup>1</sup>. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

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<sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

**1.1.2. Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

**1.2 ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



## Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

<b>System set up and configuration (Remote Support)</b> <ul style="list-style-type: none"> <li>Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>Configure categories &amp; custom roles based on Agency need</li> <li>Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> </ul>
<b>Dock configuration</b> <ul style="list-style-type: none"> <li>Work with Agency to decide the ideal location of Dock setup and set configurations on Dock</li> <li>Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency</li> <li>Does not include physical mounting of docks</li> </ul>
<b>Axon instructor training (Train the Trainer)</b> Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
<b>End user go-live training and support sessions</b> <ul style="list-style-type: none"> <li>Assistance with device set up and configuration</li> <li>Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<b>Implementation document packet</b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 3 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 4 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 5 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 6 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation.





## Master Services and Purchasing Agreement

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Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 7 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 8 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



## Master Services and Purchasing Agreement

### Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“OSP 7 Term”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“BWC Upgrade”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“Dock Upgrade”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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**Axon Fleet Appendix**

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
  - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
  - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software.") "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
  - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

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Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020

Page 15 of 18



## Master Services and Purchasing Agreement

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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



## Master Services and Purchasing Agreement

### Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



## Master Services and Purchasing Agreement

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### Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency’s Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency’s CAD or RMS.



# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND ACCEPTING A PROPOSAL FROM SIKICH, LLP TO PERFORM PROFESSIONAL AUDIT SERVICES FOR THE VILLAGE OF WILLOWBROOK FOR THE FISCAL YEAR ENDING APRIL 30, 2021**

**AGENDA NO. 8**

**AGENDA DATE: 5/24/2021**

**STAFF REVIEW:** Carrie Dittman, Director of Finance

**SIGNATURE:**

*C. Dittman*

**LEGAL REVIEW:** Thomas Bastian, Village Attorney

**SIGNATURE:**

*Tom Bastian / cm*

**RECOMMENDED BY VILLAGE ADMIN.:** Brian Pabst

**SIGNATURE:**

*B. Pabst*

**REVIEWED & APPROVED BY COMMITTEE:** YES ☒ 5/10/21 NO ☐ N/A ☐

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

The Village last sent Requests for Proposals for audit services in 2010. This spring, an audit services RFP was sent to eight accounting firms that have a governmental/public sector group. A total of five firms submitted proposals: BKD, Crowe, GW & Associates, Lauterbach & Amen, and Sikich. Based on an initial review of qualifications and cost by the Village Administrator and Director of Finance, two finalists were selected to interview: GW & Associates and Sikich. **At the May 10, 2021 meeting, the Finance & Administration Committee unanimously recommended to contract with Sikich LLP for audit services based on the following:**

**Engagement Team** – Experienced and well trained. There are 3 partners on the engagement with Brian LeFevre serving as the lead. Anthony Cervini would serve as the Technical Support Partner and is also the Partner-in-Charge of the Government Services practice. The partner is present throughout the engagement including the planning phase, preliminary fieldwork, and final fieldwork, and presents the final results to the Village Board of Trustees.

**Size & Experience of Firm** – Sikich was founded in 1982 and has offices throughout the U.S., primarily in the Midwest, and has a dedicated Government Services practice. Sikich staff assigned to the Village are instructors for the Illinois Government Finance Officers Assn (IGFOA), serve on the Governmental Report Review Committee for the Illinois CPA Society as well as the GFOA's Special Report Review Committee, and conduct internal training.

- 100+ partners and 1,000+ professionals
- Ability to prepare the Comprehensive Annual Financial Report (CAFR) that the Village has produced for 32 years
- Sikich provides other services besides auditing such as accounting, technology, marketing, HR consulting and benefit services. The Village has successfully utilized some of these services in the past.

- Sikich provides training to its clients in various areas including government accounting, technology, human resources, payroll, and IRS compliance. Village staff have attended many seminars in the past.

Firm Culture – The engagement team will fit in well with the Village’s culture; Sikich was the Village’s auditor until 2010 when the Village began using Sikich for outsourced Village Administrator duties, and Sikich is familiar with Village functions and staff.

Fee structure– The fees are in line with market rates and Sikich was the second lowest proposer. Sikich’s five-year proposal is as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Audit</b>	<b>28,500</b>	<b>29,070</b>	<b>29,940</b>	<b>30,840</b>	<b>31,765</b>
<b>CYEFER</b>	<b>incl.</b>	<b>incl.</b>	<b>incl.</b>	<b>incl.</b>	<b>incl.</b>
<b>Single Audit*</b>	<b>3,500</b>	<b>3,570</b>	<b>3,675</b>	<b>3,785</b>	<b>3,900</b>
<b>Total</b>	<b>\$ 32,000</b>	<b>\$ 32,640</b>	<b>\$ 33,615</b>	<b>\$ 34,625</b>	<b>\$ 35,665</b>

\*The single audit is only required if the Village spends more than \$750,000 of federal funds in a fiscal year; historically, this has not occurred. If the Village is required to have a GAGAS (Generally Accepted Government Audit Standards) audit (but not a single audit), based on the State GATA guidelines, the fee would be 50% of the single audit fee.

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

Attached is Sikich’s engagement letter (Exhibit A), Sikich’s proposal (Exhibit B), and the Audit RFP Comparison Summary for all five firms (Exhibit C).

**ACTION PROPOSED:** ADOPT RESOLUTION



**RESOLUTION NO. 21-R-\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND  
ACCEPTING A PROPOSAL FROM SIKICH, LLP TO PERFORM PROFESSIONAL  
AUDIT SERVICES FOR THE VILLAGE OF WILLOWBROOK FOR THE FISCAL  
YEAR ENDING APRIL 30, 2021**

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**WHEREAS**, the corporate authorities of the Village have determined it is necessary and in the best interest of the Village to retain the services of professionals experienced in the preparation of municipal year-end audits; and

**WHEREAS**, the Village has received an acceptable proposal from Sikich, LLP and finds that it is in the public interest to enter into an agreement with Sikich, LLP to perform an audit of the Village's basic financial statements for the fiscal year ending April 30, 2021.

**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 proposal submitted by Sikich, LLC to prepare an audit of the Village's basic financial statements for the fiscal year ending April 30, 2021, at a cost not to exceed \$32,000.00 is accepted and approved. A copy of such proposal is attached hereto as Exhibit "A" and made a part hereof.

**SECTION 2:** The Village Mayor is hereby authorized and directed to execute, on behalf of the Village, that certain proposal for professional audit services to be performed by Sikich, LLP.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ADOPTED and APPROVED this 24<sup>th</sup> day of May, 2021, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**



May 14, 2021

The Honorable Mayor  
Members of the Board of Trustees  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Dear Ladies and Gentlemen:

This engagement letter (the "Agreement") , effective as of May 14, 2021, between Sikich LLP, an Illinois limited liability partnership, ("Sikich," "we," "us" or "our") and Village of Willowbrook (the "Client," "you" or "your") sets forth the mutual agreements of the parties regarding the audit of the Client's basic financial statements for the year ended April 30, 2021 (the "Services").

The Services will include an audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information and the related notes to the financial statements, which collectively comprise the basic financial statements of the Client as of and for the year ended April 30, 2021.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our Services, we will apply certain limited procedures to the Client's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual, for the General Fund and any major special revenue funds
3. Schedule of Changes in the Employer's Net Pension Liability and Related Ratios for the Illinois Municipal Retirement Fund- Regular Plan, Illinois Municipal Retirement Fund – Sheriff's Law Enforcement Personnel Plan and Police Pension Fund
4. Schedule of Employer Contributions for the Illinois Municipal Retirement Fund – Regular Plan, Illinois Municipal Retirement Fund – Sheriff's Law Enforcement Personnel Plan and Police Pension Fund.
5. Schedule of Changes in the Employer's Total Other Post Employment Benefit (OPEB) Liability and Related Ratios.
6. Schedule of Investment Returns for the Police Pension Fund
7. Notes to Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the Client's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards
2. Combining and Individual Fund Financial Statements and Schedules
3. Consolidated Year End Financial Report (CYEFR)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory Section
2. Statistical Section

#### AUDIT OBJECTIVE

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. If required, the objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements.

If required, the *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the Client's internal control or on compliance and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. If required, the Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and if required, the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the Agreement.

#### **AUDIT PROCEDURES - GENERAL**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and, if required, Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. If required, we will include such matters in the reports required for a Single Audit.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal awards programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

## AUDIT PROCEDURES - INTERNAL CONTROL

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, and if required, Government Auditing Standards and the Uniform Guidance.

## AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Client's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures, if required, will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Client's major programs. The purpose of these procedures will be to express an opinion on the Client's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## OTHER SERVICES

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Client in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These and other nonaudit Services provided do not constitute an audit under *Government Auditing Standards* and such Services will not be conducted in accordance with *Government Auditing Standards*.

Other nonaudit Services expected to be performed during our audit of the financial statements as of and for the year ended April 30, 2021 and other deliverables are as follows:

1. Prepare twenty (20) bound copies and one electronic copy (.pdf) of the comprehensive annual financial report of the Village (report covers, dividers, introductory section, Management's Discussion and Analysis, and certain statistical section data to be provided by the Village)



2. Prepare twenty (20) copies of the management letter
3. Prepare three (3) bound copies and an electronic (pdf) of the Consolidated Year End Financial Report (CYEFR) in accordance with the *Grant Accountability and Transparency Act*;
4. Prepare five (5) copies of a separate Single Audit Report, if applicable
5. Prepare the Data Collection Form to be submitted to the Federal Audit Clearinghouse, if applicable
6. Assist the Village in submitting its comprehensive annual financial report (CAFR) to the Certificate of Achievement for Excellence in Financial Reporting Program, if desired by the Village
7. Exit conference(s) with Village Officials to present the completed audit and related materials

## MANAGEMENT RESPONSIBILITIES

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over compliance and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met, following laws and regulations, and ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for ensuring that management and financial information is reliable and properly reported. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements and grants. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.



You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance, if required. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objective section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, for the report and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes and any other non-audit Services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit Services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those Services; and accept responsibility for them.

## ENGAGEMENT ADMINISTRATION, FEES AND OTHER

In accordance with professional standards, any discussions during the period of the Agreement between any individual representing the Client and a member of the Sikich engagement team regarding potential employment or association with the Client creates an impairment of independence for the Sikich employee and possibly Sikich. Such a situation could require us to temporarily or permanently remove that person from your engagement or to perform additional procedures or re-perform procedures, which would increase our fees. Should we not become aware of the impairment until after the conclusion of the provision of Services, Sikich's independence would be deemed to have been impaired. Please inform appropriate Client personnel to refrain from any such discussions with any Sikich staff while the engagement is ongoing and notify Brian LeFevre immediately if you or anyone else at the Client becomes aware that any such discussions may have occurred.

We may from time-to-time and depending on the circumstances, use third party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards designed to protect the confidentiality of your personal information. In addition, we will enter into confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that such service providers have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third party service provider. Furthermore, we will remain responsible for the work provided by any such third party service providers engaged by us.

Client hereby explicitly acknowledges and consents to Sikich's use of third-party cloud computing services to store confidential and proprietary information and other data of the Client, and agrees that Sikich's use of such cloud services coupled with the use of encrypted devices, password protections and firewall protection shall constitute the best efforts of Sikich to safeguard such information and data from unauthorized disclosure. Client further agrees that, subject to applicable law, Sikich shall only be liable for such unauthorized disclosure or use if it has been finally judicially determined by a court of competent jurisdiction that Sikich did not take commercially reasonable measures to protect the confidential and proprietary information and other data of the Client from unauthorized disclosure or use.

The assistance to be supplied by Client personnel is described in the workpaper request lists for preliminary (interim) and final fieldwork, which outline the specific schedules and information we are requesting for this Agreement. The workpaper request list will be discussed with and coordinated with Carrie Dittman, Director of Finance. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report. This Agreement assumes that all records, documentation and information we requested in connection with our audit (and outlined in the workpaper request lists) are complete and available at the beginning of the respective phases of the engagement. It also assumes that key personnel are available to us during the duration of the audit. The accuracy of these assumptions will allow us to conduct our audit without any delays or inefficiencies for the fee noted in this Agreement. If the assumptions are not accurate and you fail to provide the records, documentation, information and key personnel required, there may be additional fees to cover our cost for the delays and possible rescheduling of the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We understand that your employees will prepare all cash, accounts receivable and other confirmations we request and will locate any documents selected by us for testing.

You may request that we perform additional services not contemplated by this Agreement. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this Agreement. Notwithstanding the foregoing, this Agreement will not include any services related to the Affordable Care Act or consideration of taxable fringe benefits including those impacted by Affordable Care Act; in all circumstances, services related to the Affordable Care Act and other taxable fringe benefit reporting will be the subject of a separate engagement letter and will be billable under a separate hourly rate structure than the Services provided hereunder.

At the conclusion of the engagement, if required, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Client; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our report are to be made available for public inspection.

The audit documentation for this Agreement is the property of Sikich and constitutes confidential information. However, subject to applicable laws and regulations, audit and examination documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Sikich personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, regulatory inquiry (other than that mentioned in the previous paragraph) or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. In such event you agree to compensate us for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request.

The audit documentation for this Agreement will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant or oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. Sikich does not keep any original client records so we will return those to you at the completion of the Services rendered under this Agreement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

Final reports will be issued upon your approval of the preliminary drafts. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. Brian LeFevre is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services consistent with our proposal dated April 3, 2021 will not exceed \$28,500 for the Village audit, \$3,500 for the single audit of federal expenditure (if required), or \$1,750 for the GAGAS opinion as required through the State Grant Accountability and Transparency Act (GATA) (if required), which includes out-of-pocket costs such as report reproduction, postage, etc. These fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Services will be invoiced to you from time-to-time as work progresses. In accordance with Illinois Compiled Statutes, payments for all Services are due within sixty days of receipt of an invoice. Invoices not paid within sixty days are subject to finance charges of 1% per month (12% annually).

We reserve the right to suspend or terminate Services for reasonable cause, such as failure to pay our invoices on a timely basis or failure to provide the information or cooperation necessary for successful performance of the Services. Our Services will be deemed to be completed upon written notification of termination, even if we have not completed our report. In such event you agree to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

You hereby agree to indemnify and hold harmless Sikich and its partners, directors, employees, agents or subcontractors against all costs, expenses, losses, judgments, damages and liabilities (including reasonable attorneys' fees and expenses) associated with any third party claim, threat or proceeding relating to the performance of the Services by Sikich under this Agreement, other than as determined through mediation to have been caused by our own gross negligence or willful misconduct.

You agree that our maximum liability to you for any matters related to this Agreement and the provision of the Services, whether a claim be in tort, contract or otherwise, will be limited to the total amount of fees we receive from you under this Agreement for the Services provided under this Agreement giving rise to the liability, except to the extent determined to result from our gross negligence or willful misconduct. You agree that this limitation applies to any and all liability or causes of action against us, however alleged or arising, unless otherwise prohibited by law or professional standards. Additionally, our liability as accountants shall be limited to the period covered by our review and shall not extend to later periods for which we are not engaged as accountants or prior periods before we were engaged as accountants. You acknowledge and agree that in no event will Sikich be liable to you or any third party for any special, consequential, exemplary, incidental indirect, lost profit, punitive or similar damages of any kind.

No (i) direct or indirect holder of any equity interests or securities of Sikich, (ii) affiliate of Sikich, or (iii) director, officer, employee, representative, or agent of Sikich, or of an affiliate of Sikich or of any such direct or indirect holder of any equity interests or securities of Sikich (collectively, the "**Sikich Affiliates**") shall have any liability or obligation of any nature whatsoever in connection with or under this Agreement or the transactions contemplated hereby, and Client waives and releases all claims against such Sikich Affiliates related to any such liability or obligation.

If any dispute, controversy or claim arises in connection with the performance or breach of the Agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Mediation Rules of the American Arbitration Association. Both parties will exert their commercially reasonable best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy. Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation or proceeding against the disclosing party. Except as agreed by both parties in writing, the mediator will keep confidential all information disclosed during negotiations. The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS. SIKICH AND CLIENT KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE ENGAGEMENT OF SIKICH PURSUANT TO, OR THE PERFORMANCE BY SIKICH OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT.

If either party hereto desires to terminate its relationship with the other or the engagement, it may do so at any time for any reason by giving written notice to the other party. In such event, Sikich will be paid for fees and expenses incurred through the termination date, as well as for reasonable engagement closing costs. It is understood and agreed that Sikich will for all purposes be an independent contractor, will not hold itself out as representing or acting in any manner for Client, and neither Sikich nor Client will have any authority to bind the



other party to any contract or in any other manner. Sikich and Client do not intend to create a joint Client relationship, and Sikich and Client each represent that it is the sole employer of its employees. Sikich shall not and does not have the right to control Client's employees' essential terms and conditions of employment, including hiring its employees, determining their wages and benefits, or assigning, scheduling, training, disciplining, or terminating Client's employees.

Client represents and warrants the following with respect to the U.S. Treasury Department's Office of Foreign Assets Control (OFAC): (a) Client does not have any nexus with persons or entities on any of OFAC's sanctions list (e.g. SSI, SDN, FSE etc.) either through large shareholders, employees, beneficial owners, vendors, affiliated entities (i.e. affiliates or subsidiaries), third parties, customer base or otherwise; (b) Client does not have any operations in any comprehensive OFAC sanctioned country (Cuba, Iran, Syria, Sudan, North Korea, the Crimea); (c) Client does not have any operations in any limited OFAC sanctioned country program; or (d) Client does not remit payment for Sikich's fees and expenses from an OFAC sanctioned country.

Sikich shall not be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of the Services resulting directly or indirectly from acts of God, electronic virus attack or infiltration, civil or military authority action, civil disturbance, war, strike and other labor disputes, fires, floods, other catastrophes, and other forces beyond its reasonable control.

All notices given under or pursuant to this Agreement will be sent by national courier, Certified or Registered Mail, Return Receipt Requested, and will be deemed to have been delivered when physically delivered to Client or Sikich at the following address:

Sikich LLP  
1415 W. Diehl Road  
Suite 400  
Naperville, IL 60563  
Attention: Brian LeFevre

With a copy to:

Sikich LLP  
1415 W. Diehl Road  
Suite 400  
Naperville, IL 60563  
Attention: Office of General Counsel

If to Client:

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527  
Attention: The Honorable Mayor

Those provisions that by their nature are intended to survive termination or expiration of this Agreement and any right or obligation of the parties in this Agreement which, by its express terms of nature and context is intended to survive termination or expiration of this Agreement, shall so survive any such termination or expiration.

## **MISCELLANEOUS**

Entire Agreement: This Agreement constitutes the entire agreement between Sikich and Client, regarding the terms of this Agreement. In the event Client requires Sikich to execute a purchase order or other Client documentation in order to receive payment for Services, the terms and conditions contained in such purchase order or documentation shall be null and void and shall not govern the terms of this Agreement. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein and supersedes any other such promises or representations. This Agreement can only be modified by a written agreement signed by duly authorized representatives of each party.

Counterparts: This Agreement may be executed in counterparts (and by facsimile or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document.

Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

Authority; Due Authorization; Enforceability: Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each such party and constitutes the legal, valid and binding agreement of each such party, enforceable in accordance with its terms.

Counsel Representation: The terms of this Agreement have been negotiated by the parties hereto, who have each been represented by counsel, there shall be no presumption that any of the provisions of this Agreement shall be construed adverse to any party as "drafter" in the event of a contention of ambiguity in this Agreement, and the parties waive any statute or rule of law to such effect.

Assignment: This Agreement may not be assigned by any party hereto without the prior written consent of the other party. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning party.

Headings: Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.


## ACCEPTANCE

You acknowledge having read this Agreement in its entirety, have had full opportunity to consider its terms in consultation with your attorney, have had full and satisfactory explanation of the same and fully understand and agree to be bound by the terms of this Agreement.

Please indicate your understanding and acceptance of this Agreement and your intention to be legally bound hereby by executing this Agreement in the space provided below where indicated and return it to our offices, indicating your authorization for us to proceed on the above terms and conditions.

We appreciate the opportunity to be of service to you and believe this Agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,



By: Brian D. LeFevre, CPA, MBA  
Partner  
On behalf of Sikich LLP

Acknowledged:

Village of Willowbrook.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

April 23, 2021

Exhibit B



# SERVICE PROPOSAL

## Auditing Services

PREPARED FOR:

VILLAGE OF WILLOWBROOK

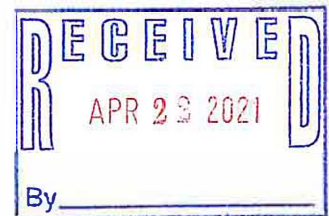


SUBMITTED BY:

Sikich LLP  
Brian D. LeFevre, CPA, MBA  
Partner

1415 West Diehl Rd., Suite 400  
Naperville, IL 60563  
630.566.8505  
[brian.lefevre@sikich.com](mailto:brian.lefevre@sikich.com)

ACCOUNTING TECHNOLOGY ADVISORY



[SIKICH.COM](http://SIKICH.COM)



## TABLE OF CONTENTS

<b>Transmittal Letter .....</b>	<b>3</b>
<b>Executive Summary.....</b>	<b>4</b>
<b>Technical Proposal.....</b>	<b>5</b>
Statement of Independence .....	5
License to Practice in Illinois.....	5
Partner, Supervisory and Staff Qualifications and Experience.....	5
Similar Engagements with Other Government Entities.....	7
Specific Audit Approach .....	8
<b>Why the Village of Willowbrook Should Select Sikich .....</b>	<b>10</b>
Access.....	10
Experience.....	11
Initiative .....	12
<b>Scope of Services for the Village of Willowbrook .....</b>	<b>13</b>
<b>Additional Resources and Services .....</b>	<b>17</b>
<b>Fee Proposal .....</b>	<b>18</b>
Proposal Cost Summary.....	18
<b>Exhibits .....</b>	<b>19</b>
Engagement Team Biographies.....	19
State & Local Government Services .....	19
Firm Profile.....	19
Peer Review.....	19



**TRANSMITTAL LETTER**

April 23, 2021

Honorable Mayor and  
The Board of Trustees  
Village of Willowbrook  
C/O Carrie Dittman, CPA  
Director of Finance  
835 Midway Drive  
Willowbrook, IL 60527

Ladies and Gentlemen:

Sikich is pleased to be considered for the appointment as independent auditors for the Village of Willowbrook. We believe that our qualifications, experience and expertise are clearly distinguishable as indicated in the following proposal. The expertise we possess in the state and local government industry is demonstrated by our clients' successes, our staff's involvement in the industry and our leadership roles in various government associations. Our clients receive the quality and timeliness only available from a firm of our caliber.

We have received the Request for Proposal and are prepared to commit the resources necessary to provide services to the Village of Willowbrook. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of the work to be performed and the timing requirements as specified in the Request for Proposal, and are committed to performing the specified services within that timeframe.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for 60 days, and look forward to the possibility of serving the Village of Willowbrook.

Sincerely,



Brian D. LeFevre, CPA, MBA  
Partner



Anthony M. Cervini, CPA, CFE  
Partner-in-Charge, Government Services

## **EXECUTIVE SUMMARY**

**We know what's challenging to the Village of Willowbrook. Here are the strategies and solutions we recommend for you in order to face those challenges head-on and achieve success.**

Thank you for considering Sikich. We appreciate the opportunity to propose for the Village of Willowbrook.

Sikich is one of the country's top 30 Certified Public Accounting firms and a top 10 value-added reseller of technology products, with more than 1,000 employees serving clients in all 50 states. Clients turn to us for their professional service needs due to our deep industry knowledge working with organizations of their size and for the caliber of service and attention we provide—especially when it comes to dedicated, experienced service teams and partner access.

### **DEFINING YOUR CURRENT CHALLENGES**

We recognize this is a time of constant change and ever increasing accountability. The task of the Village finance office is no longer to report financial results by long-standing standards that are widely known and commonly understood. The task in today's environment is to keep up with the ever-changing standards from GASB and the Office of Management and Budget with the new Uniform Guidance. The task is also to keep up with new reporting and accountability requirements from the state, new automated processing systems, and fringe benefit tax laws.

### **DEFINING YOUR BEST POSSIBLE SOLUTIONS**

These ever-changing standards and accountabilities require adjusting computer systems and internal processes to adapt to the changing standards and then to report in accordance with the new standards. This shift in the environment has caused a shift in the Village thinking about an audit firm. We understand that the Village requires a year-round partner, who will assist the Village in keeping up to date with the standards and provide assistance, when needed, on specialty topics, as well as someone who can audit to the standards. Sikich is on the leading edge of the standards as they are being developed. We also have a strong commitment to current and effective technology as our firm has a solid core of technological abilities supported by a full technology division.

### **DEFINING YOUR FUTURE SUCCESS**

Additional details around our audit-specific capabilities are included in the next section of this document. These capabilities, in combination with our timely completion and issuance of your reports, will not only fulfill your current needs, but will undoubtedly drive stability for the Village of Willowbrook.

**Throughout the following paragraphs, you will find summaries of each section within this proposal. We encourage you to review each section in its entirety to gain a detailed understanding of how we can help you build your bottom line and achieve success.**

### **WHY THE VILLAGE OF WILLOWBROOK SHOULD SELECT SIKICH**

Clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Specifically, Sikich offers the access to resources, decades of experience and passion for action necessary to face your challenges head-on with you.

### **PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE**

A crucial component to the Village's success is working with a team completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. Your engagement team is made up of senior professionals who will provide the expertise, insights and responsiveness your organization requires.

### **SPECIFIC AUDIT APPROACH**

Our approach is always holistic, forward-thinking and customized for the Village's specific needs. We operate in a way that provides full attention to evaluating significant areas, including those that present the greatest risk and where new opportunities for financial and operational improvement may exist.

### **SCOPE OF SERVICES FOR THE VILLAGE OF WILLOWBROOK**

The scope of our work for the Village is outlined in the following proposal. We want to invest in what we hope will become a long-lasting relationship with the Village, which is why we commit to delivering the results the Village requires. The timeline of the engagement on which we are proposing is outlined in this section.

**We would be honored to call the Village of Willowbrook our client and look forward to working with you.**

## TECHNICAL PROPOSAL

### STATEMENT OF INDEPENDENCE

Sikich has evaluated its independence from the Village of Willowbrook and its fiduciary component unit (Police Pension Fund) in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2018 revision, published by the U.S. Government Accountability Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to the Village of Willowbrook and its fiduciary component unit, and is independent with respect to any non-attest services provided to the Village of Willowbrook and its fiduciary component unit, both in fact and in appearance to any knowledgeable third party.

### LICENSE TO PRACTICE IN ILLINOIS

Sikich is a licensed Public Accountant Limited Liability Partnership in Illinois (license #066-003284). All of the partners assigned to the engagement are registered and licensed Certified Public Accountants (CPAs) in Illinois. In addition, all of the professional staff assigned to the engagement are full time staff and are either registered Certified Public Accountants or are completing the exam.

### PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

**Sikich commits to providing a team of senior professionals, all of whom have unmatched expertise in the government industry.**

A crucial component to the Village's success is working with a team that is completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. The Village will receive unparalleled levels of expertise, insights and responsiveness from a team of senior professionals who have significant experience working with government entities. Our firm offers several employee retention programs, including tuition reimbursement, CPA review and exam assistance, a computer purchase program, travel assistance and more. We have been named as a Best Place to Work for several years, both on a local and national level. We make every effort to recruit and retain quality staff. However, employee turnover is inevitable. In the event of staff turnover on the Village engagement, we will seek the prior written approval of the Village.

The Village's key engagement team members will be supported by staff on the firm's government services team. Please refer to the Exhibits section on page 19 to read biographies of the Village's engagement team.

#### BRIAN D. LEFEVRE, CPA, MBA

##### ENGAGEMENT PARTNER

As engagement partner, Brian will be responsible for the overall management of the audit. This includes developing and coordinating the overall audit plan, the in-depth review of all workpapers and the review of the Village's comprehensive annual financial report. Moreover, our firm's philosophy is to have the team leader on location during the completion of the majority of fieldwork. Therefore, Brian will be present at the Village's offices during both our preliminary and final fieldwork.

#### ANTHONY M. CERVINI, CPA, CFE

##### RESOURCE PARTNER

The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner.

#### JAMES R. SAVIO, CPA, MAS

##### QUALITY CONTROL PARTNER

The quality control partner will provide a second partner review of the audit workpapers and Village of Willowbrook's comprehensive annual financial report.

#### MARTHA TROTTER, CPA

##### SENIOR AUDIT MANAGER

As the senior audit manager, Martha will be the Village of Willowbrook's secondary contact for anything related to the successful audit of your organization. Martha will be responsible for leading the assurance team in the field and coordinating all assurance efforts.



**THOMAS SIWICKI, CPA**  
SENIOR AUDIT MANAGER

As the senior audit manager, Tom will be the Village of Willowbrook's secondary contact for anything related to the successful audit of your organization. Tom will be responsible for leading the assurance team in the field and coordinating all assurance efforts.

**NICK BAVA, CPA, MAS**  
SENIOR AUDIT MANAGER

As the senior audit manager, Nick will be the Village's secondary contact for anything related to the successful audit of your organization. Nick will be responsible for leading the assurance team in the field and coordinating all assurance efforts.

**ADDITIONAL PROFESSIONAL STAFF**

Other professional staff assigned to the engagement will be full-time employees of the firm and have a minimum of one to three years of auditing experience. In addition, all professional staff assigned to government engagements meet and usually exceed the CPE requirements contained in the U.S. Government Accountability Office, Government Auditing Standards (2018). Moreover, our government staff possess a specific knowledge of local government accounting and reporting requirements and their application for local governments. This is achieved by attending at least 40 hours per year of a combination of external courses sponsored by the AICPA, ICPAS, GFOA and IGFOA, as well as internal courses.

This enables our firm to staff our governmental engagements with qualified professionals in the industry, providing valuable services to our governmental clients during the audit and throughout the year. We can assure you that our professional staff would not need any "on the job accounting or financial reporting training" by your staff. Moreover, we can assure the Village quality of staffing for a multi-year engagement, even if a change in personnel is required, subject to your approval.

**SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES**

Following is a list of significant engagements performed last year that are similar to the engagement proposed for the Village of Willowbrook.

Name	Length of Service (Years)	Hours	Contact
Village of Carol Stream* 500 North Gary Avenue Carol Stream, IL 60188	23	250	Mr. Jon Batek Finance Director 630.871.6225 jbatek@carolstream.org
Village of Clarendon Hills* 1 N. Prospect Avenue Clarendon Hills, IL 60514	18	250	Ms. Maureen Potempa Finance Director 630.286.5400 mpotempa@clarendonhills.us
Village of Wheeling* 2 Community Boulevard Wheeling, IL 60090	9	300	Mr. Michael Kaplan Finance Director 847.499.9020 mkaplan@wheelingil.gov
Village of Plainfield* 24401 W. Lockport Street Plainfield, IL 60544	19	250	Ms. Traci Pleckham Director of Management Services 815.436.7093 tpleckham@goplainfield.com
City of Batavia* 100 N. Island Avenue Batavia, IL 60510	9	300	Ms. Peggy Colby Finance Director 630.454.2030 PColby@cityofbatavia.net
City of Aurora* 44 East Downer Place Aurora, IL, 60507	28	750	Mr. Martin Lyons Chief Financial Officer 630.256.3500 mslyons@aurora-il.org
City of Naperville* 400 South Eagle Street Naperville, IL 60540	17	500	Ms. Rachel Mayer Director of Finance 630.420.4115 MayerR@naperville.il.us

*\* These governments participate in GFOA's Certificate of Achievement for Excellence in Financial Reporting Program (we assisted 50 governments in receiving their first Certificate awarded). Sikich has more than 75 clients that have applied for and received the Certificate of Achievement for Excellence in Financial Reporting. In addition, Single Audits of Federal Expenditures were performed for all clients listed above along many others.*

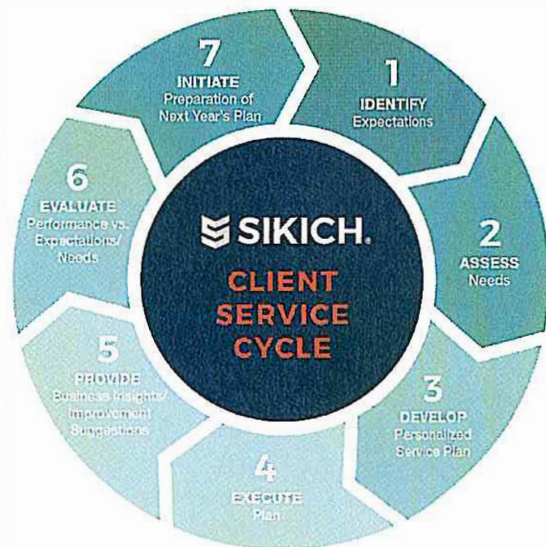
## SPECIFIC AUDIT APPROACH

From identifying expectations to executing a plan to preparing for next year, our approach is holistic and always forward-thinking.

For the Village of Willowbrook, our approach satisfies a number of requirements, including high-quality service, access to senior resources and specialization in the government industry. We strongly believe Sikich is the firm that can offer you all of these and more.

We will tailor this engagement to the Village's specific needs—always with a view toward identifying new opportunities for financial and operational improvement. Procedures are designed to give full attention to evaluating significant areas, including those that present the greatest risk. Sikich's holistic approach will address critical compliance and risk management needs.

Before embarking on this engagement, we will make certain to have a clear understanding of your mission and strategic direction. We do this by identifying and addressing risks and helping you ensure financial strength. We strongly believe there is no such thing as too much communication, not only during the engagement, but also throughout the year.



## AUDIT STANDARDS

The objective of our audit is to issue an unmodified opinion on the Village of Willowbrook's governmental activities, business-type activities, each major fund and the aggregate remaining fund information that collectively comprise the Village's basic financial statements. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and, if necessary, generally accepted government auditing standards issued by the United States Government Accountability Office (GAO, 2018), the Single Audit Act of 1996 and the Uniform Guidance. Our firm will issue an opinion on the basic financial statements and will subject the combining and individual fund financial statements and schedules and any other supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

In addition, we will apply certain limited procedures to the Required Supplementary Information. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will not audit the statistical or introductory sections of the comprehensive annual financial report and accordingly, will not express an opinion on the information contained in these sections.

Wherever possible, we will utilize your schedules to maximize efficiencies and contain audit costs. We request that the Village provide us with the basic information required for our audit.



Sikich's audit approach includes, but is not limited to, the following procedures:

- Audit plan development
- Determination of materiality
- Audit risk evaluation
- Interviews with management to provide information for detailed documentation of the internal control structure
- Interviews and analysis of audit evidence to identify and assess risks that may result in material misstatement due to fraud
- Measurement of accounting presentation and compliance reporting by identifying and focusing on areas sensitive to organizations like the Village of Willowbrook
- Performance of testing to evaluate your organization's internal control structure
- Confirmation of various accounts, performance of substantive testing and analytical procedures
- Performance of additional testing, as necessary

#### **PRACTICAL AND CONSTRUCTIVE MANAGEMENT LETTER COMMENTS**

We believe the management letter is an important part of the engagement, and we encourage all members of our engagement team to give thoughtful consideration toward developing constructive comments within the constraints of the overall engagement. Our policies regarding management letters adhere to the Professional Standards of the AICPA. If significant deficiencies and material weaknesses in internal controls are noted during the audit, they are required to be communicated in writing to those charged with governance. Items of an immaterial nature (i.e., clerical problems, minor procedures or reporting problems, etc.) are communicated to management. In both cases, we adhere to a strict firm policy that all comments and recommendations are discussed in preliminary form with appropriate personnel prior to their communication. This allows for clarification of misunderstandings, miscommunication or compensating controls or factors which may be in place.

#### **QUALITY CONTROL**

At Sikich, we are committed to providing the highest quality audits in the industry. The Village can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our firm has been a member of the Private Companies Practice Section of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office, for more than 30 years. In 2020, we received our eleventh consecutive peer review unmodified ("pass") report. This is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee and our Partner-in-Charge of Quality Assurance. Please refer to the Exhibits section for a copy of our most recent peer review which included a review of specific government engagements since this accounts for a significant segment of our practice.

In addition, our state and local government reports have been reviewed by numerous federal and state oversight bodies and professional organizations. These reports have been judged to meet and, in most instances, exceed industry standards and requirements. Sikich has not been the subject of any disciplinary action or inquiry during the past five years. Sikich is a member of the AICPA's Governmental Audit Quality Center (GAQC), which is a firm-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchasers of government audit services. As a member of the GAQC, Sikich has access to key information and comprehensive resources that we use to help ensure our compliance with appropriate professional standards and laws and regulations that affect our audits. Through our membership in the GAQC, we also adhere to membership requirements designed to enhance the quality of our audit practice.

## WHY THE VILLAGE OF WILLOWBROOK SHOULD SELECT SIKICH

**Our team works devotedly with governmental entities just like yours, has the resources required to perform this engagement and is technically experienced and insightful.**

As previously mentioned, clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Your challenges are our challenges, and chances are, we have successfully faced them many times before. Aside from this, here are a number of reasons how the Village can benefit from a relationship with Sikich.

### ACCESS

With Sikich, you get access to a multitude of resources that will help your organization grow today and in the future.

#### ACCESS TO SENIOR RESOURCES

You will gain confidence in your operations by working with a team of articulate professionals who have received the highest recognitions in their fields. To demonstrate the importance of our relationship, we pledge to provide you with unparalleled involvement from our most senior resources. Our partners are on-site during audit fieldwork and are available year-round for direct consultation as issues occur.

#### ACCESS TO EDUCATION

The Village will remain abreast of regulatory changes and best organizational practices as Sikich's team receives ongoing continuing education they will directly apply to the Village's engagement. We accomplish this by anticipating your needs based on our experience with you and your industry, and using a variety of communication channels: timely responses to your questions; informal discussions; mailings on topics of interest to you; and relevant seminars, all of which are complimentary for our clients. Past topics of thought leadership have included:

- Governmental Accounting and Financial Reporting Update
- GASB Statement No. 84 Fiduciary Activities
- GASB Statement No. 87 Leases
- The New GASB Reporting Model
- Accounting & Report for Cash and Investments
- Preparing a Management's Discussion and Analysis
- Capital Assets including Asset Retirement Obligations and Impairments
- Long-Term Debt and Leases
- Economic Condition Reporting
- Financial Reporting Entity
- Accounting for Insurance and Employee Benefits
- Payroll Reporting for Government Entities
- Year-End Payroll Updates
- The New Look of HR: 2021
- Fraud and Internal Controls
- Fraud and Cybersecurity in the Remote Environment



#### ACCESS TO VALUE

Your organization will receive extraordinary value for Sikich's fee because we are dedicated to a customer-centric approach that includes open communication, respect and clear results. As a leader, the overall success of your organization should be the core of your focus. We're here to be your trusted advisor for those functions you can't focus on every moment, as well as for issues affecting the government industry, including new accounting pronouncements and employee benefit regulations. We understand that each client has its own unique set of needs, business practices and operating environment. Our services are tailored to the specific needs of your organization.

#### EXPERIENCE

Helping clients achieve long-term success is what we do. Our professionals will bring to your engagement the deep industry and service-level experience they have accumulated throughout the years.

#### EXPERIENCE IN YOUR INDUSTRY

Sikich's state and local government team provides services to more than 450 counties, cities, villages, towns and other local governments. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our firm to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Senior members of our government services team presently hold memberships and are actively involved in numerous governmental organizations, including:

- AICPA Government Audit Quality Center
- American Institute of Certified Public Accountants (AICPA)
- Central Association of College and University Business Officers (CACUBO)
- GFOA Special Review Committee (SRC)
- Government Finance Officers Association of Missouri (GFOA-MO)
- Government Finance Officers Association of the United States and Canada (GFOA)
- ICPAS Governmental Report Review Committees
- IGFOA Technical Accounting Review Committee
- Illinois Association of County Board Members and Commissioners (IACBMC)
- Illinois Association of Fire Protection Districts (IAFPD)
- Illinois Association of Park Districts (IAPD)
- Illinois Association of School Business Officials (IASBO)
- Illinois City/County Management Association (ILCMA)
- Illinois County Treasurers' Association (ICTA)
- Illinois CPA Society (ICPAS)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois Library Association (ILA)
- Illinois Municipal Treasurers Association (IMTA)
- Illinois Parks and Recreation Association (IPRA)
- Illinois Tax Increment Association (ITIA)
- International City/County Manager's Association (ICMA)
- National Association of College and University Business Officers (NACUBO)

#### EXPERIENCE IN WHAT WE DO

Your Sikich engagement team is comprised of senior CPAs who have been working in the field for years. Providing high-quality audit services is second nature to each of them, which is proven through our impressive track record of helping clients succeed. This team will provide the Village of Willowbrook with timely completion of professional services. Moreover, members of the Sikich government services team have served as expert speakers to organizations, state GFOAs and others for formal presentations at local meetings and annual conferences on a variety of governmental accounting, auditing and financial reporting topics. We have also developed governmental accounting, auditing and financial reporting training courses for various organizations with members of our firm serving as lead instructors for the courses.

#### EXPERIENCE IN GOVERNMENT OPERATIONS

Because of our large, diverse client base and our ability to attract talent from a variety of professional backgrounds, Sikich has an established reputation as one of the leading providers of professional services in the Midwest to governmental entities. Our team of professionals specializes in the management, operations and financing of general purpose state and local governments, park districts, intergovernmental organizations, municipal utilities and special districts. This focus and our exemplary reputation assure the Village of Willowbrook the highest quality work and the most cost-effective delivery of services.

#### INITIATIVE

One of our strengths at Sikich is our need to be proactive. We find potential issues before you have to worry about them, because we're ready with a solution.

#### INITIATIVE FOR A SMOOTH TRANSITION

Your transition to Sikich will be a non-disruptive one. Brian, Martha and Tom have directed the transition of many new clients and will bring this experience to the Village of Willowbrook engagement team. Your engagement team will have continuous, hands-on involvement in what we consider an important relationship with the Village of Willowbrook. We have many ways of achieving this transition such as:

- Developing an agreed-upon timetable for deliverables and follow up regularly on their progress
- Utilizing concise audit programs, eliminating unnecessary audit steps and preparing audit schedules and workpapers
- Using existing client materials to the greatest extent possible, such as internal control memos and client assistance letters

#### INITIATIVE FOR CUSTOMIZED SOLUTIONS

One-on-one, you will receive customized solutions based on your unique needs, and only your unique needs. You will find that achieving financial stability and growth, as well as uncovering new opportunities to improve performance, is possible through the strategies that Sikich experts will recommend and on which they will educate you.

After a more thorough review of your operations and audit-specific matters, we may uncover other opportunities. As part of our ongoing service and commitment to the Village, we keep you abreast of regulatory changes and best business practices to ensure we identify crucial opportunities that will benefit the Village.

#### INITIATIVE FOR YOUR SATISFACTION

The Village of Willowbrook's success is built upon the quality services and value you feel you receive from Sikich, which is why we will continually gauge your satisfaction to enhance our relationship. At various checkpoints during the engagement, a Sikich representative will meet with you to discuss how satisfied you have been with our services, our team and the value we provide. Areas stressed during these meetings will include:

- What can we do to make our services more valuable to you?
- What specific part of our service exceeded your expectations?
- In which areas do you feel we need improvement?
- Do you feel like a valued client of the firm?
- What is your vision for the Village?

## SCOPE OF SERVICES FOR THE VILLAGE OF WILLOWBROOK

**We will exceed your expectations by conducting and delivering on a high-quality engagement within your required timeline—all for a reasonable fee.**

We are proposing to provide the following services to the Village of Willowbrook as specified in the RFP:

- Audit of basic financial statements of the Village of Willowbrook for the fiscal year ending April 30, 2021.
- Preparation of twenty (20) bound copies and an electronic copy (.pdf) of the comprehensive annual financial report (report covers, dividers, introductory section, MD&A and certain statistical data to be provided by the Village);
- Preparation of twenty (20) bound copies and an electronic copy (.pdf) of the management letter for the Village, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Preparation of three (3) bound copies and an electronic copy (.pdf) of the Consolidated Year-End Financial Report (CYEFR) in accordance with the *Grant Accountability and Transparency Act*;
- Preparation of five (5) bound copies and an electronic copy (.pdf) of the Single Audit Report, if applicable;
- Preparation of Data Collection Form to be submitted to the Federal Audit Clearinghouse, if applicable
- Assistance in completing and filing the required application and supporting documents to apply for the Certificate of Achievement for Excellence in Financial Reporting;
- Retain workpapers for seven (7) years in accordance with firm standards;
- Reporting to the Village Board of Trustees in accordance with Statement on Auditing Standards (SAS) No. 114, Communications with Those Charged with Governance; and
- Exit conference(s) with Village Officials to present the completed audit and related materials.



**CLIENT SERVICE TIMELINE**

EVENT	PERSON(S) ASSIGNED	TIMEFRAME							
		MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
<b>I. Preliminary Planning</b> During this phase of the audit, we would meet with representatives of the Village to discuss the approach we would take during the audit, focusing on areas of particular concern to the Village as well as areas of high audit risk, and develop the time schedule for completing the subsequent phases of the audit.	The meeting would be attended by the engagement partner and engagement manager, if necessary.								
<b>II. Preliminary Fieldwork</b> During this phase of the audit, we would develop an understanding and documentation of the Village's accounting and administrative controls using its accounting procedures manual, EDP documentation and by interviewing staff. In addition, we may perform compliance testing of those controls to determine which controls, if any, that we could rely on during later phases of the audit. Sample sizes would be determined during this phase, but generally would be between 25 and 60. Moreover, we would develop our planning materiality on an individual fund basis and complete a preliminary analytical review of the Village's financial position as a whole.  In addition, we would review all minutes from the meetings of the Village Board and the Pension Board; review all ordinances adopted by the Village during the year; review any debt agreements entered into during the year and analyze any other unique transactions entered into by the Village; and perform our fraud interviews in accordance with Statement on Auditing Standards (SAS) No. 99. Upon completion of this phase, we would finalize all necessary confirmations the Village will prepare; review all proposed client assisted work papers and the timing of preparation by the Village; develop our audit programs for the next phase of the audit and review and document any changes to the Village's comprehensive annual financial report; and prepare the schedule for the remainder of the audit.	This phase would be completed by the engagement partner, engagement manager and one professional staff.								
<b>III. Fieldwork</b> During this phase of the audit, we would complete all of our substantive testing of the account balances and prepare the draft of the Village's financial statements with a rough draft of the financial statements provided to the Village at the conclusion of field work. We would also prepare the draft of the management report. In addition, an exit conference would be held with officials from the Village to discuss the preliminary results of the fieldwork, review any proposed audit adjustments, final adjusted trial balances that agree to the financial statements and any significant findings.	This phase would be completed by the engagement partner, engagement manager and one to two professional staff.								

EVENT	PERSON(S) ASSIGNED	TIMEFRAME							
		MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
<b>IV. Workpaper Review and Report Production</b> During this phase of the audit, the workpapers, drafts of all financial reports and the management letter will be reviewed by the resource partner and the quality control partner. All workpapers are reviewed by the engagement partner during phase III to ensure that all necessary information is compiled during this phase to avoid imposing upon the Village's staff after fieldwork has been completed.	This phase would be completed by the engagement partner, resource partner and the quality control partner.								
<b>V. Drafts to the Village</b> We will deliver a preliminary draft of the comprehensive annual financial report at the end of fieldwork. A revised draft will be delivered by the engagement partner and reviewed in-depth with representatives of the Village within three weeks of the preliminary draft. A revised draft, if necessary, will be delivered to the Village no later than three business days after receiving all proposed changes.	This phase would be completed by the engagement partner.								
<b>VI. Completion of the Audit</b> Upon approval of the drafts by the Village, we will present the signed, bound copies of the comprehensive annual financial report, the management letter and the additional reports described in this proposal. The engagement partner will be available for meetings with representatives of the Village including the Mayor, the City Council and management for formal presentations of the reports.	This phase would be completed by the engagement partner. Final reports by October 1.								
<b>VII. Support to the Village</b> Our firm does not believe that the engagement ends with the exit conference. We stress that we are available throughout the year to provide technical accounting and financial reporting assistance and support to the Village. In addition, we constantly monitor recent events in the state and local government industry, including new pronouncements that may impact our government clients, and communicate the effect of any proposed changes throughout the year. Moreover, our letter of recommendations each year will alert the Village to any new pronouncements that may become effective in the next one to three years, including the potential effect that the pronouncement may have on the financial position and/or changes in the financial position of the Village.	This phase would be completed by the engagement partner.	Ongoing							

In future years, we would develop a similar plan and timeframe with the assistance of the Village to ensure the timely identification and resolution of any critical accounting and auditing issues prior to the issuance of our opinion and the comprehensive annual financial report. These completion dates are well within the deadlines established by the Village. We have a proven track record of meeting and exceeding deadlines established by our clients.



**IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS**

Our firm's approach to resolving any problems that arise during the audit is the same as our overall approach to the audit—professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with Village management. The timing of this discussion will provide the Village with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware of will be communicated in writing to Village management or the appropriate level as defined in our professional standards.

Our firm's philosophy on additional fees and/or billings is based on an understanding between the firm and the client of the scope of the work to be performed. We have proposed a "not-to-exceed fee" for the audit, the scope and timing of which was specified by the Village. The billings for the audit would not exceed this fee unless the Village specifically requests that the scope of the engagement be expanded and the Village and the firm reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

Sikich will comply with all relevant rules and regulations of authoritative bodies and the AICPA Code of Professional Conduct regarding access to our working papers and audit documentation. Reasonable requests for access will not be denied.

## **ADDITIONAL RESOURCES AND SERVICES**

With more than a dozen services, our areas of expertise are oftentimes complementary of one another. How else can we help you meet your government's goals?

### **DISPUTE ADVISORY**

Disputes of any kind or size can be difficult to handle on your own. For example, what would happen if you began suspecting employee fraud within your organization? A dispute advisory expert can handle every aspect, from insurance claim preparation and being the liaison with law authorities, to creating a fraud prevention program and improving your organization's internal controls.

### **HUMAN RESOURCES**

Your people are a large part of what makes up your organization. Recruiting, training and retaining employees are vital parts of ensuring your organization continues to provide only the best for your constituency. With services such as recruiting and onboarding, compensation and compliance, employee benefits and more, you can better understand what will keep your employees happy and productive.

### **MARKETING**

The effectiveness of your marketing efforts can make or break your organization's success. From eye-catching logos to print and digital collateral, every piece must work for an intended audience. By delivering the right stories and amplifying those messages, you will properly position your organization in the marketplace.

### **NOT-FOR-PROFIT SERVICES**

Funding challenges, increased demand from stakeholders and changing trends and policies can make it difficult for not-for-profit organizations to reach their goals. For those common challenges and others more specific to your organization, you need a professional services partner with an industry-dedicated team to deliver the accounting, advisory and technology services that will help you work toward your mission.

### **PROCESS IMPROVEMENT**

Processes truly define organizations, but are often forgotten when seeking root causes to problems or managing more efficient and effective services. Improvements to existing processes—ranging from development review to utility billing—have the potential to decrease cycle time, increase quality and result in higher customer satisfaction. Sikich employs a customer-centric approach to process improvement by involving internal and external customers to understand and make meaningful improvements while continuing to meet their needs.

### **PUBLIC RELATIONS**

Achieve a higher media profile, greater mindshare among your constituents and proper positioning in the marketplace with a thoughtful, research-based and integrated approach to public relations. From overall positioning to media relations, conveying the right stories to the right people is critical in an effective public relations program.

### **TECHNOLOGY: IT SERVICES**

Staying ahead of, or even simply keeping up with, continually changing and complex technology developments can be challenging. Organizational management software, cloud solutions, strategic information technology and IT consulting can all drive your organization toward increased productivity—if implemented the right way.

### **TECHNOLOGY: SECURITY AND COMPLIANCE**

Keeping your organization safe from data breaches and other information security concerns is critical, especially given the vast number of organizations that have been compromised in the last couple of years. Understand where the vulnerabilities in your network lie by obtaining independent, unbiased and technically qualified security assessments—from penetration testing to forensic analyses.

## FEE PROPOSAL

### PROPOSAL COST SUMMARY

#### AUDIT SERVICES PROPOSAL

	2021	2022	2023	Option Years	
				2024	2025
Village Audit*	\$ 28,500	\$ 29,070	\$ 29,940	\$ 30,840	\$ 31,765
Single Audit**	3,500	3,570	3,675	3,785	3,900
Total with Single Audit	\$ 32,000	\$ 32,640	\$ 33,615	\$ 34,625	\$ 35,665
Total without Single Audit	\$ 28,500	\$ 29,070	\$ 29,940	\$ 30,840	\$ 31,765

\*See the list of deliverables on page 13.

\*\* If the Village is required to have a GAGAS audit (but not a single audit) based on the State GATA guidelines, this fee would be 50% of the Single Audit fee listed above.

#### SCHEDULE OF HOURLY RATES

	Standard	Quoted (A)	Hours (B)	Total (AxB)**
Partner	\$ 495	\$ 230	26	\$ 5,980
Manager	320	150	46	6,900
Senior	235	120	64	7,680
Staff	215	100	65	6,500
Administrative	170	90	16	1,440
Total			217	\$ 28,500

\*\*The schedule of rates and cost breakdown for April 30, 2021 does not include the hours needed should the Village be required to undergo a Single Audit.

The fees above assume that the Village will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger, and will prepare certain schedules of account analysis and confirmations of account balances.

We invoice our clients on a monthly basis as services are provided. Payments for all services are due within 60 days of receipt of an invoice. Invoices not paid within 60 days are assessed a finance charge of 1 percent per month (12 percent annually).

The Partner, Brian LeFevre, is entitled to represent the firm, submit the proposal, and is authorized to sign a contract with the Village.



## EXHIBITS

We know you likely have many more questions for us. Take a look at the attached documents for additional information about our firm and those who will work with you.

### ENGAGEMENT TEAM BIOGRAPHIES

- Brian D. LeFevre, CPA, MBA
- Anthony M. Cervini, CPA, CFE
- James R. Savio, CPA, MAS
- Martha Trotter, CPA
- Tom Siwicki, CPA
- Nick Bava, CPA, MAS

### STATE & LOCAL GOVERNMENT SERVICES

### FIRM PROFILE

### PEER REVIEW

**BRIAN D. LEFEVRE**

CPA, MBA

*Partner*

Brian D. LeFevre, CPA, MBA, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. Brian has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1993. He has also been responsible for developing and serving as lead instructor for governmental accounting, auditing and financial reporting training courses internally for the Firm and for the Illinois Government Finance Officers Association (IGFOA). Brian previously served as Chair of the Governmental Report Review Committee of the Illinois CPA Society.

**LOCATION:****NAPERVILLE OFFICE**1415 W. Diehl Road  
Suite 400

Naperville, IL 60563

P: 630.566.8505

F: 630.499.5885

[brian.lefevre@sikich.com](mailto:brian.lefevre@sikich.com)**SERVICE AREAS**

- Governmental Audit, Accounting
- Governmental Financial Reporting
- Police and Fire Pension Accounting Services

**AFFILIATIONS**

- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Report Review Committee
- Illinois Government Finance Officers Association
- GFOA Special Review Committee
- Northern Illinois Alliance of Fire Protection Districts
- Illinois Public Pension Fund Association
- Aurora Downtown Kiwanis Club, Former Treasurer and Board Member
- Greater Aurora Chamber of Commerce Leadership Academy, Class of 1996
- Lord of Life Church, Former Executive Director and Treasurer

**EDUCATION**

- Bachelor's Degree in Accounting, Valparaiso University
- Master of Business Administration, Northern Illinois University

**ANTHONY M. CERVINI**

CPA, CFE

*Partner-in-Charge, Government Services*

Anthony M. Cervini, CPA, CFE, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, internal controls, revenue and expenditure forecasting, and cash and debt management.

Anthony has participated in hundreds of audits of municipalities and other governmental entities since beginning his career with Sikich in 2005. He also has been responsible for serving as lead instructor for governmental accounting, auditing, financial reporting, cash management and internal control courses internally and for the Illinois Government Finance Officers Association (IGFOA), Wisconsin Government Finance Officers Association (WGFOA) and Illinois CPA Society.

Anthony serves on the GFOA Special Review Committee and the Illinois CPA Society Government Report Review Committee and previously served as a budget reviewer for the Government Finance Officers Association Distinguished Budget Presentation Award.

**LOCATION:**

NAPERVILLE OFFICE

1415 W. Diehl Road  
Suite 400

Naperville, IL 60563

P: 630.566.8574

F: 630.499.8668

[anthony.cervini@sikich.com](mailto:anthony.cervini@sikich.com)**SERVICE AREAS**

- Governmental Audit, Accounting
- Governmental Financial Reporting

**AFFILIATIONS**

- American Institute of Certified Public Accountants
- Illinois CPA Society Government Report Review Committee  
GAAP Sub-Chair (2018-2020)
- Illinois Government Finance Officers Association
- Wisconsin Government Finance Officers Association
- GFOA Special Review Committee
- Naperville Area Humane Society, Treasurer (2010-2017)
- PrimeGlobal Managers' Leadership Program (2015-2016)

**EDUCATION**

- Bachelor's Degree in Accounting, The University of Iowa
- Master of Business Administration, Benedictine University



**JAMES R. SAVIO**

CPA, MAS

*Partner*

James R. Savio, CPA, MAS, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, revenue and expenditure forecasting and cash and debt management. Jim has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1995. He has also been responsible in developing and serving as lead instructor for governmental accounting, auditing, financial reporting and cash management courses both internally and externally. Jim serves on the Illinois Government Finance Officers Association's Technical Accounting Review Committee and the Illinois CPA Society Governmental Executive Committee. Jim also serves as a committee member for Sikich's mentoring program and assists in the development and implementation of Sikich's new hire training program.

**LOCATION:****NAPERVILLE OFFICE**

1415 W. Diehl Road  
Suite 400  
Naperville, IL 60563  
P: 630.566.8516  
F: 630.499.5656  
[jim.savio@sikich.com](mailto:jim.savio@sikich.com)

**SERVICE AREAS**

- Governmental Audit, Accounting
- Governmental Financial Reporting

**AFFILIATIONS**

- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Executive Committee
- Illinois Government Finance Officers Association  
Technical Accounting Review Committee
- Greater Aurora Chamber of Commerce Leadership Academy,  
Class of 1998

**EDUCATION**

- Master of Accounting Sciences, Northern Illinois University
- Bachelor's Degree in Accounting, Northern Illinois University

**MARTHA TROTTER**

CPA

*Senior Audit Manager*

Martha Trotter, CPA, is a senior audit manager at Sikich. She has been working in the public accounting industry since 2012 providing audit services for a variety of governmental entities. Martha is responsible for performing key audit procedures and internal control evaluations, report preparation and supervision of audit fieldwork teams. She also has experience working on various special projects providing accounting services for municipalities.

**SERVICE AREAS**

- Governmental Audit and Accounting
- Governmental Financial Reporting

**AFFILIATIONS**

- Illinois Government Finance Officers Association
- Illinois CPA Society

**EDUCATION**

- Bachelor of Science in Accountancy, University of Illinois

**LOCATION:****NAPERVILLE OFFICE**

1415 W. Diehl Road  
Suite 400  
Naperville, IL 60563  
P: 630.566.8581  
F: 630.499.8558  
[martha.trotter@sikich.com](mailto:martha.trotter@sikich.com)

**THOMAS G. SIWICKI**

CPA

*Senior Audit Manager*

Thomas G. Siwicki, CPA, is a senior audit manager at Sikich and has experience working in the public accounting industry since 2009. He provides assurance services and recommendations for improvements to local government and manufacturing and distribution clients. Tom is also responsible for managing the execution of audit engagements and supervising the audit team.

**SERVICE AREAS**

- Assurance and Advisory Services
- Governmental Audit, Accounting
- Governmental Financial Reporting
- Manufacturing and Distribution Services

**AFFILIATIONS**

- Illinois Government Finance Officers Association
- Illinois CPA Society

**EDUCATION**

- Bachelor of Science in Accountancy, Illinois State University
- Master of Professional Accountancy, Illinois State University

**LOCATION:****HEADQUARTERS**

1415 W. Diehl Road  
Suite 400  
Naperville, IL 60563  
P: 630.566.8433  
F: 630.849.2845  
tom.siwicki@sikich.com



**NICK BAVA**

CPA, MAS

*Senior Audit Manager*

Nick Bava, CPA, MAS, is a senior audit manager at Sikich, where he provides assurance and advisory services to a variety of governmental entities, with a focus on cities, villages, and park districts. He also works with not-for-profit entities including community colleges. He is responsible for providing technical services to Sikich's government clients in all areas of governmental accounting, auditing, financial reporting, budget development, internal controls, revenue and expenditure forecasting, and cash and debt management. Acting as the liaison between the client and engagement team, Nick conducts audit engagements, prepares and reviews financial statements, and assesses clients' business processes.

**SERVICE AREAS**

- Governmental Audit, Accounting
- Governmental Financial Reporting
- Not-for-Profit Audit, Accounting

**AFFILIATIONS**

- Illinois Government Finance Officers Association, Conference Planning Committee
- Illinois CPA Society
- Government Finance Officers Association
- Metro West Council of Government
- Illinois City/County Management Association

**EDUCATION**

- Bachelor's Degree in Accounting, Illinois State University
- Master of Accounting Sciences, Northern Illinois University

**LOCATION:****NAPERVILLE OFFICE**

1415 W. Diehl Road  
Suite 400

Naperville, IL 60563

P: 630.210.3092

F: 630.499.7337

[nick.bava@sikich.com](mailto:nick.bava@sikich.com)

# GOVERNMENT SERVICES

**Government agencies experience increasing pressure to be more effective, efficient and transparent.**

As a government leader, you know how important it is to find a professional services partner that can strategize, plan and implement solutions to meet the goals of your organization.

## SERVICES SIKICH PROVIDES:

- Accounting, Audit, Assurance & Tax
- Business Valuation
- Fraud Services for Governments
- ERP & CRM Software
- Human Capital Management & Payroll
- Insurance Services
- IT Services
- Marketing & Communications
- Pension Fund Accounting & Consulting Services
- Retirement Planning

**Whether you represent a general purpose local government or special district,** Sikich will help you meet your goals by providing professional guidance in your accounting, marketing, human resources, technology and other advisory functions.

**Experience unparalleled commitment and high-quality, timely services** when you partner with the experts at Sikich. For more than 30 years, we have provided:

- A highly skilled staff and management team entirely dedicated to government services
- An in-depth understanding of the governmental fiscal, management, operating and regulatory environments
- Timely and cost-effective service delivery

## WHO WE SERVE:

Our government clients represent a wide range of industry sectors including:

- Counties
- Cities
- Villages
- Townships
- Other Special Districts
- Pension Plans
- Park Districts
- Forest Preserve Districts
- Public Libraries
- Community Colleges
- School Districts
- Water Authorities
- Water Reclamation Districts
- State Departments & Agencies

## TEAM LEADER



**ANTHONY CERVINI**  
CPA, CFE  
PARTNER-IN-CHARGE

**T:** 630.566.8574

**E:** [anthony.cervini@sikich.com](mailto:anthony.cervini@sikich.com)

## WHY SELECT SIKICH?

Our team works devotedly with units of local government like yours to provide the resources required to help you focus on managing your organization, while we take care of everything behind-the-scenes.





# GOVERNMENT SERVICES

## OUR EXPERTS



**TAMMY ALSOP**

CPA, CFE  
PARTNER

E: [tammy.alsop@sikich.com](mailto:tammy.alsop@sikich.com)



**DAN BERG**

CPA  
PARTNER

T: 630.566.8535  
E: [dan.berg@sikich.com](mailto:dan.berg@sikich.com)



**ANGELA DORN**

CPA  
PARTNER

E: [angela.dorn@sikich.com](mailto:angela.dorn@sikich.com)



**FRED LANTZ**

CPA  
DIRECTOR

T: 630.566.8557  
E: [fred.lantz@sikich.com](mailto:fred.lantz@sikich.com)



**BRIAN LEFEVRE**

CPA, MBA  
PARTNER

T: 630.566.8505  
E: [brian.lefevre@sikich.com](mailto:brian.lefevre@sikich.com)



**CHAD LUCAS**

CPA  
PARTNER

T: 217.862.1724  
E: [chad.lucas@sikich.com](mailto:chad.lucas@sikich.com)



**JIM SAVIO**

CPA, MAS  
PARTNER

T: 630.566.8516  
E: [jim.savio@sikich.com](mailto:jim.savio@sikich.com)



**MIKE WILLIAMS**

CPA  
PARTNER

E: [mike.williams@sikich.com](mailto:mike.williams@sikich.com)

## ABOUT SIKICH

Sikich LLP is a global company specializing in technology-enabled professional services. With more than 1,000 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC. Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.





# FIRM PROFILE



## ORGANIZATION

Sikich LLP, a leading professional services firm specializing in accounting, technology, investment banking\* and advisory services\*\*, has 1,000+ professionals throughout the country. Founded in 1982, Sikich now ranks within the country's top 30 largest Certified Public Accounting firms and is among the top one percent of all enterprise resource planning solution partners in the world. From corporations and not-for-profits to state and local governments, Sikich clients can use a broad spectrum of services and products that help them reach long-term, strategic goals.

## INDUSTRIES

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

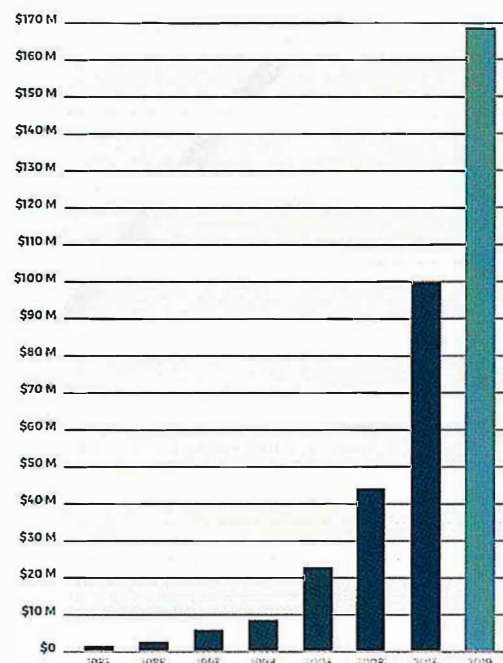
AGRICULTURE	AUTOMOTIVE	CONSTRUCTION & REAL ESTATE
DISTRIBUTION & SUPPLY CHAIN	GOVERNMENT	HIGH-TECH
LIFE SCIENCES	MANUFACTURING	NOT-FOR-PROFIT
PRIVATE EQUITY	PROFESSIONAL SERVICES	

## STATISTICS

2019 Revenue ..... \$167.4M  
 Total Partners ..... 100+  
 Total Personnel ..... 1,000+  
 Personnel count as of January 1, 2020



## SIKICH TOTAL REVENUE



## SERVICES

### ACCOUNTING, TAX & ASSURANCE

### TECHNOLOGY

- Business Application
- Cloud & Infrastructure
- Consulting & Implementation
- Security and Compliance
- Digital Transformation Consulting

### ADVISORY

- Business Succession Planning
- Insurance Services
- Forensic and Valuation Services
- Human Capital Management & Payroll Consulting
- Investment Banking
- Marketing & Design
- Public Relations
- Retirement Plan Services
- Supply Chain
- Transaction Advisory Services
- Wealth Management

\* Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC.

\*\* Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

### ● SIKICH LOCATIONS\*

Alexandria, VA  
(703) 836-1350

Akron, OH  
(330) 864-6661

Boston, MA  
(508) 485-5588

Chicago, IL  
(312) 648-6666

Crofton, MD  
(410) 451-5150

Decatur, IL  
(217) 423-6000

Indianapolis, IN  
(317) 842-4466

Los Angeles, CA  
(877) 279-1900

Milwaukee, WI  
(262) 754-9400

Minneapolis, MN  
(311) 229-5235

Naperville, IL  
(630) 566-8400

Peoria, IL  
(309) 694-4251

Springfield, IL  
(217) 793-3363

St. Louis, MO  
(314) 275-7277

St. Louis, MO  
(636) 532-9525

Washington, MO  
(636) 239-4785



## CERTIFICATIONS

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the American Institute of Certified Public Accountants' Governmental Audit Quality Center and the Employee Benefit Plan Audit Quality

Center. We adhere to the strict requirements of membership, which assure we meet the highest standards of audit quality. In 2020, Sikich received its 11th consecutive unmodified ("pass") peer review report, the highest level of recognition conferred upon a public accounting firm for its quality control systems.

## AWARDS

### 2018-2020 AWARDS

- 2020 & 2019 Oracle® NetSuite 5 Star Award
- 2019/2020 & 2018/2019 Inner Circle for Microsoft Dynamics
- *Accounting Today* Top 100 Firms - ranked top 30 nationally
- *Accounting Today* Top 100 Value Added Reseller Stars (VARs) 2020 - ranked #5
- Best Places to Work in Illinois
- Best Places to Work in Indiana
- Milwaukee's Best and Brightest Companies to Work For®
- Chicago's Best and Brightest Companies to Work For®
- Boston's Best and Brightest Companies to Work For®
- Bob Scott's Top 100 VARs 2020 - ranked #5

### 2017 AWARDS

- Bob Scott's Top 100 (VARs) - ranked #7
- *Accounting Today* Top 100 VARs - ranked #6
- Vault Accounting Top Ranked
- When Work Works Award
- WorldatWork Work-Life Seal of Distinction
- Microsoft Dynamics Inner Circle and President's Club
- Best Places to Work in Illinois
- Milwaukee's 101 Best and Brightest Companies to Work For®
- Best Places to Work in Indiana
- Chicago's 101 Best and Brightest Companies to Work For®
- *Milwaukee Journal Sentinel* Top Workplaces in Milwaukee
- *Chicago Tribune's* Top Workplaces
- *Crain's List* Chicago's Largest Privately Held Companies - ranked #234
- Boston's 101 Best and Brightest Companies to Work For®
- National Best and Brightest in Wellness
- National Best and Brightest Companies to Work For

2019/2020  
**INNERCIRCLE**  
for Microsoft Business Applications

## SIKICH IS PROUD TO BE PART OF:

### PRIMEGLOBAL

PrimeGlobal is one of the top five largest associations of independent accounting firms in the world, providing a wide range of tools and resources to help member firms furnish superior accounting, auditing, and management services to clients around the globe.





## Report on the Firm's System of Quality Report

August 31, 2020

To the Partners of Sikich LLP  
and the Peer Review Committee of the Illinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included (engagements performed under *Government Audit Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations [SOC 1 and SOC 2 engagements]).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich LLP has received a peer review rating of *pass*.

A handwritten signature in blue ink that reads "Anders Minkler Huber & Helms LLP". The signature is written in a cursive, flowing style.

**ANDERS MINKLER HUBER & HELM LLP**  
**Certified Public Accountants**



## AUDIT RFP REVIEW MATRIX

RFP DATE: 4/1/21

<u>Firms Solicited:</u>							
FIRM	Partner	Local Office	Independent	IL License	Total Firm Staff	Total Gov't Staff	Total Staff Assigned to VoW
BKD LLP (incumbent)	Scott C. Termine	Oakbrook Terrace, IL	Yes	Yes	2,900 40 offices	130 50% of time	4 partner, director, senior, staff
Crowe LLP	Christine Torres	Oak Brook , IL	Yes	Yes	4,300 30 offices	200	4 partner, Sr Mgr, senior, staff TBD?
GW & Associates, PC	John J. Wysocki	Hillside, IL	Yes	Yes	20 2 offices	10	3 partner, manager, staff
Lauterbach & Amen, LLP	Jamie Wilkey	Naperville, IL	Yes	Yes	165 1 office	160	not specified
Sikich LLP	Brian Lefevre/ Anthony Cervini	Naperville, IL	Yes	Yes	1,000 16 offices	dedicated gov't service team (# not specified)	5 + staff partner, resource ptr, 3 Sr. Mgrs, staff
Baker Tilly US, LLP	Jason Coyle	did not respond					
Miller Cooper & Co., Ltd	Susan R. Jones	did not respond					
RSM US LLP	Linda Abernathy	did not respond					

Other Responding Firms:

None

# AUDIT RFP REVIEW MATRIX

RFP DATE: 4/1/21

## Firms Solicited:

FIRM	Experience of Assigned Staff	Peer Review Report Included?
BKD LLP (incumbent)	Scott (partner)-25 yrs; CPA;IFGOA TARC;GFOA Sp Review Comm Kim (Director)-15 yrs; CPA Brian (senior) - 4 yrs; CPA	Y (11/2020)

Crowe LLP	Christine (partner)-20 yrs; CPA; ILCPA Govt Exec Comm; IGFOA TARC; IL Local Govt Advisory Bd Hollis (Sr Mgr)-8 yrs; CPA; Practice Fellow at GASB Rich (Senior) - 1 yr Crowe; 4 yrs former Baker Tilly & GW auditor	Y (12/2019)
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GW & Associates, PC	John (partner) -30 yrs; CPA; AICPA Adv. Single Audit certification Dave (review partner) -15 yrs; CPA; IGFOA TARC; ILCPA Govt Report Rev Comm Patrick (manager) - several years; CPA Denise (senior) - 5 yrs	Y (10/2019)
------------------------	---	-------------

Lauterbach & Amen, LLP	Ron (partner)- 30 yrs; CPA; GFOA Sp Rev Comm Jamie (partner) - 20 yrs; GFOA Sp Rev Comm; IGFOA TARC Matt (partner) - 18 yrs; CPA 5 other staff listed with varying experience levels (7-15 yrs), some CPAs	Y (12/2019)
---------------------------	---	-------------

Sikich LLP	Brian (partner)-28 yrs;CPA; ILCPA Society Chair Govt Rept Rev Comm Anthony (partner)-16 yrs; CPA; GFOA Sp Rev Comm; ILCPA Society Govt Rept Rev Comm Martha (Sr. Mgr); 9 yrs; CPA Tom (Sr. Mgr); 12 yrs; CPA Nick (Sr. Mgr); CPA	Y (8/2020)
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Baker Tilly US, LLP

Miller Cooper &  
Co., Ltd

RSM US LLP

## Other Responding Fi

None



# AUDIT RFP REVIEW MATRIX

RFP DATE: 4/1/21

<u>Firms Solicited:</u>	Similar Gov't Engagements	Training/ Seminars Provided	Specific Audit Approach	Total Estimated Hours (no single audit)	Able to Meet VoW's Timeframe
<b>FIRM</b>					
BKD LLP (incumbent)	V of Downers Grove (2016-pres) V of Orland Park (2018-pres) C of OB Terrace (2009-pres) V of New Lenox (2017-pres) V of LaGrange Park(2016-pres)	see BKD.com/ thoughtware	1) assess risks 2) design audit 3) gather evidence (FW) 4) review work 5) share results	300	Yes
Crowe LLP	V of Glendale Hts (1999-pres) V of Forest Park (1990-pres) C of Des Plaines (2010-pres) C of Burbank (1980-pres) V of Matteson (2018-pres)	No cost access to email comm, webinars & literature (pg 14)	1) planning meeting 2) internal control testing/prelim fw 3) fieldwork/substantive testing 4) report drafts issued risk based	300	Yes
GW & Associates, PC	35+ local gov't clients C of Berwyn (2015-pres) V of Bridgeview (2013-pres) V of Lyons (2011-pres) V of Orland Hills (2013-pres) V of Bensenville (2017-pres)	none specified	1) understand client 2) internal control review 3) risk assessment 4) audit fieldwork/testing 5) review and report issuance	266	Yes
Lauterbach & Amen, LLP	400 gov't clients V of Woodridge (3 yrs) C of Wheaton (4 yrs) V of Palos Park (7 yrs) V of Lombard (16 yrs) V of Elk Grove Village (10 yrs)	small group training sessions (not specified)	1) discuss audit approach, schedule 2) evaluate internal controls/risk 3) fieldwork testing 4) workpaper review/report prep	241	Yes
Sikich LLP	450+ gov't clients V of Carol Stream (23 yrs) V of Clarendon Hills (18 yrs) V of Wheeling (9 yrs) V of Plainfield (19 yrs) C of Batavia (9 yrs) C of Aurora (28 yrs) C of Naperville (17 yrs)	1) response to questio 2) informal discussion 3) mailings 4) relevant, complimentary semin (pg. 10)	1) identify/assess risks 2) develop audit plan/materiality/risk 3) mgt interviews 4) analyze audit evidence 5) testing / balance confirmation 6) rough draft at end of fieldwork 7) mgt letter comments 8) ongoing communication/support	217	Yes

Baker Tilly US, LLP

Miller Cooper & Co., Ltd

RSM US LLP

## Other Responding Fi

None

# AUDIT RFP REVIEW MATRIX

RFP DATE: 4/1/21

## Pricing:

### Firms Solicited:

FIRM		Audit Year 1	Audit Year 2	Audit Year 3	3 Year Total	Option Year 4	Option Year 5	5 year Total
BKD LLP (incumbent)	Audit	32,000	32,800	33,620	98,420	34,450	35,315	168,185
	CYEFR	1,250	1,280	1,300	3,830	1,330	1,365	6,525
	Single Audit	4,500	4,615	4,725	13,840	4,840	4,960	23,640
	Total	\$ 37,750	\$ 38,695	\$ 39,645	\$ 116,090	\$ 40,620	\$ 41,640	\$ 198,350
Crowe LLP	Audit	33,000	34,000	35,000	102,000			
	CYEFR	1,500	1,500	1,500	4,500			
	Single Audit	4,500	4,500	4,500	13,500			
	Total	\$ 39,000	\$ 40,000	\$ 41,000	\$ 120,000			
GW & Associates, PC	Audit	28,500	29,000	30,000	87,500			
	CYEFR	1,250	1,275	1,300	3,825			
	Single Audit	4,025	4,075	4,100	12,200			
	Total	\$ 33,775	\$ 34,350	\$ 35,400	\$ 103,525			
Lauterbach & Amen, LLP	Audit	25,000	25,800	26,600	77,400	27,400	28,200	133,000
	CYEFR	incl.	incl.	incl.	incl.	incl.	incl.	incl.
	Single Audit	3,500	3,600	3,700	10,800	3,800	3,900	18,500
	Total	\$ 28,500	\$ 29,400	\$ 30,300	\$ 88,200	\$ 31,200	\$ 32,100	\$ 151,500
Sikich LLP	Audit	28,500	29,070	29,940	87,510	30,840	31,765	150,115
	CYEFR	incl.	incl.	incl.	incl.	incl.	incl.	incl.
	Single Audit	3,500	3,570	3,675	10,745	3,785	3,900	18,430
	Total	\$ 32,000	\$ 32,640	\$ 33,615	\$ 98,255	\$ 34,625	\$ 35,665	\$ 168,545

Baker Tilly US, LLP

Miller Cooper &  
Co., Ltd

RSM US LLP

### Other Responding Firms:

None

# AUDIT RFP REVIEW MATRIX

RFP DATE: 4/1/21

## Hourly Rates

### Firms Solicited:

FIRM	GASB Implem.	Partner	Director/ Sr Mgr	Manager/ Senior/ Staff	Notes
BKD LLP (incumbent)	Fees may increase b/c of new accting/ auditing standards Not specified \$\$	\$420-\$455	\$275-\$390	\$125-\$255	current auditors monthly billing 10% interest after 45 days
Crowe LLP	Fees may increase b/c of new accting/ auditing standards Not specified \$\$	\$250	\$200	\$140-\$170	only provided 3 copies did not give price for 2 Option Years doesn't disclose opinion provided
GW & Associates, PC	not specified \$\$	\$130	\$115	\$100	did not give price for 2 Option Years analytical testing vs substantive? (pg 15)
Lauterbach & Amen, LLP	not historically charged	\$150-\$160	\$120-130	\$80-\$90	partner is not a CPA
Sikich LLP	not specified \$\$	\$ 230 \$ 495	\$ 150 \$ 320	\$120/\$100 \$235/\$215	prior auditors until ~ 2010 monthly billing 12% interest after 60 days

Baker Tilly US, LLP

Miller Cooper &  
Co., Ltd

RSM US LLP

### Other Responding Fi

None

# VILLAGE OF WILLOWBROOK

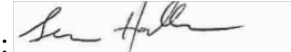
## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**A RESOLUTION APPROVING AND RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH HALOCK SECURITY LABS, INC., TO PERFORM CONTAINMENT AND REMEDIATION OF RANSOMWARE AT A COST NOT TO EXCEED \$12,480.00 AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

**AGENDA NO.** 9.

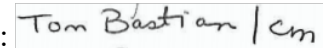
**AGENDA DATE:** 5/24/2021

**STAFF REVIEW:** Sean Halloran, Assistant Village Administrator SIGNATURE:



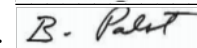
**LEGAL REVIEW:** Tom Bastian, Village Attorney

SIGNATURE:



**RECOMMENDED BY:** Brian Pabst, Village Administrator

SIGNATURE:



**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒

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

On or about the morning of May 17, 2021, the Village of Willowbrook's municipal computer systems were on the receiving end of a ransomware attack. Staff immediately took steps to minimize the impact and investigate the cause. The actions taken by staff included working with law enforcement and legal to review the attack and prepare a plan to move forward. As of right now, the forensic investigation is ongoing, and the Village's critical operations and public service will continue.

### STAFF RECOMMENDATION

As a result of a ransomware attack, it is recommended that the Village approve and execute a services engagement agreement with Halock Security Labs, Inc. to provide IT security services to the Village of Willowbrook in connection with the remediation of a potential data security incident. The Village's legal counsel recommends that the Village consider additional security services as part of the Village's ongoing security due diligence. Specifically, the proposed scope of service is to perform a security architecture review to discover, analyze, and assess the currently deployed security processes and technical controls that would identify, prevent, contain and remediate a cyberattack.

The proposal includes an interview-based security assessment of the Village's security processes and technical controls utilizing the security best practices recommended for the Center for Internet Security.

### ACTION PROPOSED:

Adopt the resolution.

**RESOLUTION NO. 21 R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH HALOCK SECURITY LABS, INC., TO PERFORM CONTAINMENT AND REMEDIATION OF RANSOMWARE AT A COST NOT TO EXCEED \$12,480.00 AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

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**WHEREAS**, the corporate authorities of the Village of Willowbrook have determined that is necessary, proper and in the best interest of the Village to ratify, approve and execute a professional services agreement with Halock Security Labs, Inc. to provide containment services and remediation of ransomware services to the Village of Willowbrook related to its present security controls and operations.

**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 facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

**SECTION 2:** It is hereby determined that is advisable, necessary and in the public interest that the Village enter into a Professional Services Agreement with Halock Security Labs, Inc. to perform containment services and remediation of ransomware services for the Village with respect to the Village's present security controls and operations all as set forth in the proposal and agreement attached hereto as Exhibit "A" and made a part hereof.

**SECTION 3:** The Village Administrator be and is hereby authorized and directed to execute, on behalf of the Village, the attached Professional Services Agreement with Halock

Security Labs, Inc., which Agreement is hereby ratified and approved all at a cost not to exceed \$12,480.00.

**SECTION 4:** This resolution shall take effect upon its passage and approval in the manner provided by law.

ADOPTED and APPROVED this 24<sup>th</sup> day of May, 2021, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

## **EXHIBIT “A”**



### Proposal for Incident Response Services

Bill To: Village of Willowbrook Address: 835 Midway Drive Willowbrook, IL 60527	Quote Number: VOW-002 Date: 05/17/2021 Expiration: 05/24/2021
Attn: Martin Tully	HALOCK Authorized by:  Terry Kurzynski, Senior Partner
Phone: 312.579.3128	
Email: Martin.tully@actuatelaw.com	

Title/Description of Services	Terms	Estimated Hours	Hourly Rate	Estimated Price
<b>Objectives:</b> <ul style="list-style-type: none"> <li>Assist with the containment and remediation of ransomware.</li> <li>Identify the source of the breach.</li> </ul>				
<b>Scope and Activities:</b> <ul style="list-style-type: none"> <li>Forensic analysis of one system to determine ransomware behavior and root cause analysis.</li> <li>Review of provided logs during the window of opportunity.</li> <li>Written report of findings and recommendations related to the incident.</li> </ul>	T&M	24-32	\$390	<b>\$9,360 - \$12,480</b>

**Evidence Storage:** In certain circumstances, it may be necessary or desired for HALOCK to store customer provided equipment and/or data on HALOCK premises. HALOCK is able to provide secure storage and audited access to all materials utilized during an investigation.

**Please select the fixed fee option for equipment and data storage:**

<input type="checkbox"/>	Storage of all digital media and/or equipment for 1 year.	\$150.00
<input type="checkbox"/>	Storage of all digital media and/or equipment for 2 years.	\$300.00
<input type="checkbox"/>	Storage of all digital media and/or equipment for 3 years.	\$450.00
<input checked="" type="checkbox"/>	Destroy and/or return all digital media and/or equipment once the investigation is complete.	\$0.00

**Destruction of media and/or equipment:** If HALOCK is directed to destroy digital media and/or equipment at the end of the engagement, HALOCK will use accepted best practice methods to securely wipe or destroy. HALOCK will provide a certification of media wipe or destruction to the customer upon completion.

**General Terms:** Time and Materials projects are invoiced weekly for actual work performed and costs incurred with Net 15 terms. Additional costs not included in the estimate may include: tap gear, hardware and/or software licensing, miscellaneous costs for drives to support forensic investigation, travel and lodging expenses. HALOCK shall provide Client with periodic status reports of time consumed on project. If Client terminates this agreement, HALOCK reserves the right to invoice Client for all time incurred by any subcontractor and/or employee at the prevailing rate, for any incurred expenses, and any other reasonable costs or fees.

**Attorney-Client Privilege and Confidentiality:** In order for HALOCK to effectively perform under this agreement, it may be necessary or desirable for Client to disclose confidential and proprietary information pertaining to Client's past, present and future activities. Additionally, during the performance of its work, HALOCK may come into possession of sensitive and proprietary information that needs to be kept confidential. Since it is difficult to separate confidential and proprietary information from that which is not, HALOCK will instruct its employees and subcontractors to regard all information obtained during the performance of its services as confidential and proprietary and to make reasonable efforts to preserve the confidential nature of all such information. Client further understands that any communications that involve an attorney who is providing legal advice are communications that are protected by the Attorney-Client Privilege and/or work product doctrine. Client agrees that any communications between HALOCK and an attorney for the Client are considered privileged and subject to the protection of the attorney-client privilege so long as the communications are for the purpose of providing legal advice. Client acknowledges and understands that the privilege can be waived if protected information is disclosed to third parties. Finally, Client acknowledges that it is ultimately up to a court of competent jurisdiction to determine the full nature and extent of any protection that is afforded by the attorney-client privilege.

**Limitation of Liability:** Client agrees to hold HALOCK and/or its employees and subcontractors harmless now and forever against any claims or demands resulting from damages caused by employee(s) or subcontractors to Client's equipment, hardware, software or data during the course of project performance, unless caused by gross negligence or willful misconduct. Client acknowledges that a subcontractor or HALOCK employee may, during the course of its work, receive directions, instructions or information from Client relating to the work. Client also acknowledges that, in the performance of its incident response services, HALOCK may not have an opportunity to advise Client about the consequences of certain conduct to be taken by a subcontractor or HALOCK employee, given that exigencies may exist. Client hereby waives any claims, against HALOCK, for any damages of any kind that result from (1) the Client's negligence, reckless or other wrongful conduct in providing directions, instructions or information; and/or (2) a decision or course of conduct taken by a subcontractor or HALOCK employee that is necessary to address an exigent circumstance such that there is no time to confer in advance with Client. Given the unpredictable nature of how systems may react to tools and techniques that HALOCK may use during the course of its work, HALOCK makes no guarantee that its final report will include all vulnerabilities and/or liabilities that may, have or will affect the Client. Client expressly acknowledges and understands that HALOCK cannot guarantee that it will identify any and all vulnerabilities and/or liabilities that have, may or will affect it. In no circumstances shall HALOCK's liability to the Client for any reason whatsoever exceed the total cost of the services to be provided under this agreement.

By: \_\_\_\_\_ Client Signature and Authorization to Proceed

\_\_\_\_\_ Client Printed Name and Title

\_\_\_\_\_ Date