

A G E N D A

RESCHEDULED MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, NOVEMBER 29, 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: 823 5356 8345

Written Public Comments Can Be Submitted By 6:15 P.M. on November 29, 2021, to shalloran@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 - Special Board Meeting - November 8, 2021 (APPROVE)
 - c. Minutes - Regular Board Meeting - November 8, 2021 (APPROVE)
 - d. Warrants - \$387,852.78
 - e. RESOLUTION NO. - A Resolution Approving And Authorizing The Purchase Of Two (2) 2021 Chevrolet Tahoe Police Patrol Vehicles With Upfitting And Striping At A Cost Not To Exceed \$57,718.11 Per Vehicle (ADOPT)

- f. RESOLUTION NO. - A Resolution Approving And Authorizing The Village Mayor To Execute An Agreement With Axon Enterprise, Inc. For The Purchase Of the "Axon Auto-tagging" System To Be Used In Conjunction With Body Worn Cameras For The Police Department At An Annual Cost Not To Exceed \$2,808.00 Per Year For Five (5) Years (ADOPT)
- g. MOTION - Board Advice and Consent to Mayor's Appointments to Fill Vacancies in the Plan Commission (PASS)

NEW BUSINESS

- 6. ORDINANCE NO. - An Ordinance Providing For The Levy Of Taxes For The Fiscal Year Commencing On May 1, 2021 And Ending April 30, 2022, Of The Village Of Willowbrook, DuPage County, Illinois (PASS)
- 7. ORDINANCE NO. - An Ordinance Amending Title 4 Entitled "Municipal Services" Of The Village Code Of Ordinances By Adding Thereto Chapter 2 Entitled "Community Development Department" (PASS)
- 8. ORDINANCE NO. - An Ordinance Creating The Full-time Employment Position "Recreational Services Coordinator" For The Village Of Willowbrook (PASS)
- 9. ORDINANCE NO. - An Ordinance Approving A Minor Amendment To Allow For The Installation Of A Drive-In Door And Loading Dock In The Village Of Willowbrook, DuPage County, Illinois (PASS)
- 10. Motion to consider and Village Board action regarding the employment of a specific employee of the public body

PRIOR BUSINESS

- 11. TRUSTEE REPORTS
- 12. ATTORNEY'S REPORT

- 13. CLERK'S REPORT
- 14. ADMINISTRATOR'S REPORT
- 15. MAYOR'S REPORT
- 16. EXECUTIVE SESSION
The Appointment, Employment, Compensation, Discipline,
Performances or Dismissal of Specific Village Employees
Authorized by 5 ILCS 120/2(c)(1)
- 17. ADJOURNMENT

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, NOVEMBER 8, 2021, AT 5:30 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 5:30 P.M. by Trustee Mistele.

2. ROLL CALL

Those physically present at roll call were Village Clerk Deborah Hahn, Village Trustees Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Paul Oggerino, Greg Ruffolo, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Director of Municipal Services AJ Passero, Interim Finance Director Nathan Gaskill, and Deputy Clerk Christine Mardegan.

Present via conference call, due to the COVID-19 pandemic: Village Attorney Thomas Bastian

Absent: Mayor Frank A. Trilla

A QUORUM WAS DECLARED

Village Attorney Bastian, in light of Mayor Trilla's absence, and in accordance with the Village Code, called for a motion to appoint Trustee Michael Mistele as temporary Chairman.

MOTION: Made by Trustee Davi and seconded by Trustee Ruffolo for Trustee Mistele to act as Chairman in light of Mayor Trilla's absence.

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

MOTION DECLARED CARRIED

3. VISITORS' BUSINESS

No visitors present and no written comments were received.

NEW BUSINESS

4. DISCUSSION - Health Insurance Options

Assistant Administrator Halloran recapped previous actions on the health insurance options.

Since July 2021, staff has presented different cost options regarding the Village's health insurance through the Intergovernmental Personnel Benefit Coop (IPBC). Throughout this time, the Board has asked for basic information regarding benefits through the PPO option from the IPBC and to offer different alternatives to the HMO option that has been provided to staff for several years. At the September 13, 2021 Board meeting, the Board requested staff to provide more information for the PPO.

Comments from those meetings indicated that the Board wanted more information about other plans available. Currently, the provider offers only an HMO plan and a flexible spending account, not an HAS.

Staff is asking the Board to consider an option different from IPBC; the Government Insurance Network (GIN). One of the benefits of joining GIN would be increased communication and education of benefits. Representatives of GIN would come on site to offer a "benefit day", a dedicated day for all employees to comment and ask questions about their benefits. This would also be recorded for the benefit of those unable to attend.

The GIN program is more in line with the Board's wishes of allowing the employees to choose what is best for them rather than having the Board make the choices.

GIN also offers a public portal for employees to login in and view networks prior to selection of benefits. This allows employees to check providers in a network prior to selecting a plan and a wider variety of options.

In reviewing the plans, two representatives of GIN, Scott Remmenga and Mary Ann Miletto are available to answer benefit related questions.

The HMO IL plan offered by GIN is identical to the current HMO network offered by IPBC. The Blue Advantage plan has a slightly smaller network.

The key points to the PPO plan offered by IPBC, not currently offered to Village of Willowbrook employees, are:

- No map has been provided.
- IPBC has maintained that the PPO network is much larger than HMO.

- According to IPBC, that any provider that accepts the HMO will also accept the PPO plan.

The GIN PPO highlights:

- All PPO plans use the broadest BCBS (Blue Cross/Blue Shield) network with access in all 50 states.
- BCBS also has a small group of international providers should a member be traveling abroad.

This network allows employees and retirees to travel and/or retire out of state and still maintain coverage.

Throughout the presentation, the GIN premiums appear slightly higher, depending on the coverage of our employees. Currently, approximately 35% of employees opt for single coverage and 42% opt for family coverage. In the GIN plan, single coverage, on average, is 5%-9% higher, while family coverage, on average is 0%-4% lower.

The GIN plan also includes an HSA (Health Savings Account), which has not previously been available to our employees. This would be provided to all employees.

Each community participating in GIN has the option to contribute to the employees HSA. This would be a decision of the Board to contribute or not.

Assistant Administrator Halloran introduced Scott Remmenga from GIN, asking him to talk more about the HSA. He also asked if Mr. Remmenga could confirm that one of the member communities, Elmhurst, contributed a significant amount to the employee HSA program. Mr. Remmenga thought that Elmhurst contributed about \$1000 or \$1300 depending on the employee's election.

Mary Ann Mileto from GIN clarified that Elmhurst contributes half of the deductible and that there are other communities contributing \$1000, \$2000, \$750, and \$1500. It is up to the individual municipality what, if anything, they want to contribute to the HSA account.

Trustee Mistele reminded the Board that researching insurance providers was done to remain competitive in terms of hiring and allowing the employees to make their own choices. He also wanted to know if the Village would be covering all the employees' costs in terms of their individual choices. Village Administrator indicated, that yes, all the costs would be covered.

Assistant Administrator Halloran indicated that this matter was being brought before the Board again, is that there is a timeline for decision which needs to be considered.

The current benefit period with IPBC expires on June 30, 2022. A 180-day notice is required to terminate the contract, which would require notification around February 2022.

In order to join GIN, a vote would need to be taken by their member board at their January 2022 meeting which would require a vote to join by the Willowbrook Board by the end of the year. This would allow time to terminate the IPBC contract and move forward with GIN.

Once approved by this Board, this would allow GIN to work with IPBC to get the reserve money, approximately \$600,000, transferred to GIN and allow GIN to begin evaluating Willowbrook for approval. GIN has already done a preliminary finance report on Willowbrook's claims and we would not be a negative addition to their portfolio if they were to approve us.

We would like the Board to consider this matter and decide before the end of the year to allow staff to put the plans in motion in a timely fashion.

Trustee Oggerino recapped that at the July meeting, not enough information was provided. In September, still a limited amount of information, but that now there is a good menu to choose from. That the Village was not going to decide what an employee gets, but rather to give them options. He indicated however that there are decisions the Board would need to make regarding what the Village wants to give depending on what the employee selects. He asked for staff's expectations of the Board at this time.

Assistant Administrator Halloran asked if the Board would like to move forward with the Government Insurance Network (GIN). If the Board provides the authority, the staff will work with Village Attorney Bastien and IPBC to set up a termination clause with IPBC and then work with GIN to join them and provide them with the information they need.

Assistant Administrator Halloran responded to the question of approval and indicated, that, yes, we would have to be accepted by the GIN board to join them.

He continued that one of the issues we've had with IPBC is communication breakdowns, even with a small sub-pool of five. With GIN, every community is part of the board, represented by

their village manager, mayor or elected representative. The current chairman is the mayor of New Lenox and GIN is subject to an annual audit.

Scott Remmenga of GIN clarified that board meetings are conducted, and each member gets a vote. There are currently seven members. The Will County Forest Preserve District is joining effective January 1, 2022, bringing the membership to eight. The next board meeting is November 18, 2021, so if the Willowbrook Board would like to get things going, membership consideration could be added to the agenda for that meeting.

He continued, the GIN board meets at least quarterly, more often when renewal dates approach, members are provided with monthly claim updates. On the administrative side, they offer open enrollment benefit meetings on a regular basis.

Each community has the option to select whichever plans you choose to offer. How the Village does the allocations and the pieces between employer/employee, is completely up to the individual village.

Village Attorney Bastian asked whether the member vote is weighted or equal.

Mr. Remmenga indicated it is equal. Upon joining GIN, two months reserve is deposited, equal to the village medical and dental premiums per month. Each member reserve account is listed as a liability account and at the end of the year, the reserve earnings are proportionally returned to the members.

Trustee Neal asked Mr. Remmenga to clarify the transition from the current program to the new program for an employee currently undergoing treatment.

Mr. Remmenga explained that if they were to choose the HMO IL plan, it is the exact same network, so there would be no issue with the transition of care. If they chose a PPO network, as those providers should be in the same network as well, again there would be no transition of care issue.

For the transition, if Willowbrook is joining July 1, 2022, the recommendation would be to keep the same HMO offering initially so there would be no need to repay deductibles for the remaining six months of the year. Then during open enrollment for January 2023, you would have all the plans available with no additional out of pocket expenses.

Trustee Neal noted that a lot of people might wait for the January 2023 open enrollment to transition to a new plan, as opposed to having to pay all your deductibles from August through December 2022.

Trustee Oggerino asked if this is a Blue Cross/Blue Shield (BC/BS) plan.

Mr. Remmenga responded that yes, it is the exact same provider as currently used. The PPO is the national network of that plan. All the PPO plans, 300, 750 and high deductible, all use that same, large, nationwide network.

Trustee Oggerino wanted to know if a retiree were interested in how the HSA works or doesn't work in that instance.

For retirees, Mr. Remmenga explained, an HSA is allowed through age 65. As soon as you become Medicare eligible, you can no longer contribute to an HSA.

Trustee Mistele indicated that it appeared the Board agreed to offering as many options to employees as possible and that if a Board action is needed, he suggested it be placed on the next agenda.

Trustee Neal indicated perhaps a consensus should be called for.

After a brief murmur, the Board was agreed to move forward with the change to the Government Insurance Network (GIN) program.

5. DISCUSSION – Economic Development Partnership

Village Administrator Pabst indicated that in considering the Economic Development Partnership (EDP), there is a timeline as important and urgent as the one for the insurance.

The staff expectation is that if the Board adopts the TIF, it will be in January. Staff would like to know as soon as possible whether to move forward or not.

There is a detailed explanation of the TIF in the agenda packet of what a TIF does. It brings in a lot of money incrementally, slowly at the start, building gradually until, hopefully, as predictions indicate, as much as between \$500,000 and \$1 million per year. But it takes several years to get there.

The money brought in with a TIF needs to be managed very carefully. The more instrumental you are in the development of the TIF district, the more money it brings in.

Additionally, the TIF account needs to be managed by an independent entity, no subject to the FOIA, is a 501(c3) or (c6) organization, where the developer doesn't need to worry about their privileged or proprietary information being given out since they're not subject to FOIA.

Trustee Mistele asked for that important point to be repeated.

Administrator Pabst continued, when an entity comes to us and asks for information on who's buying, selling, developing, the Economic Development Partnership (EDP) does not have to provide the information - not a government or government agency, and not subject to FOIA.

However, the EDP does report to the Village Board, including reporting every TIF dollar spent. By law, TIF dollars cannot be spent without the Village Board's approval.

The income from the TIF would not be coming in for several years and cannot be used for projects needed now. Administrator Pabst asked that the Board consider the issuance of TIF-backed bonds; bonds that are repaid with the proceeds from future TIF funds.

The structure of the proposed WEDP (Willowbrook Economic Development Partnership) would consist of seven members on its Board of Directors. This Board would eventually select an Executive Director to manage the day-to-day operations of the WEDP. The Board of Directors would be made up of the following seven members:

- **Three Governmental Directors:**
 - The three Governmental Directors would consist of the following:
 - The Mayor of Willowbrook.
 - One Trustee of the Village Board of Willowbrook, which the Village Board would approve.
 - The Village Administrator of Willowbrook.
- **Four At-Large Directors:**
 - The four At-Large Directors would consist of the following members:
 - Initially, the Village Board will appoint the At-Large Directors. Subsequently, the At-Large Directors will be elected by the EDP Board.
 - At-Large Directors may serve up to three consecutive terms.
 - Each term is two years.
 - The qualifications for an At-Large Director shall be an individual who either resides or works in

Willowbrook or is employed by a person, entity, or organization that maintains a business in Willowbrook.

Administrator Pabst indicated moving forward, if the Board provides positive direction regarding the creation of the Willowbrook Economic Development Partnership (WEDP), the tentative timeline for implementation is below:

- Meet with legal counsel Week of November 8, 2021
- Present concept to stakeholder groups
 - Village Board November 8, 2021
 - Chamber of Commerce November/December 2021
- Identify prospective Board members Winter 2021/2022
- Create EDP structure (BOT approval) December 2021/January 2022
- Hire EDP CEO Summer/Fall 2022

Trustee Neal asked if, based on the structure of the EDP board, would the leaders need to be from the business community that is within the TIF district.

Administrator Pabst indicated that it was not necessary. If they are in the TIF district, they would refrain from voting on anything that has to do with their property.

Assistant Administrator Halloran continued with more details on the structure of the WEDP. The structure presented is a composite of what several local communities are doing. However, it is not necessarily final. The Village Board has total control over the structure of the EDP board.

What is being created is an independent board which takes the pressure off Village staff to try and create economic development. Without dedicated personnel, the onus falls on the Mayor and the Administrator to create opportunities.

With the creation of the TIF district, designated people are required to promote and develop economic opportunities in that area.

Trustee Neal wanted to know if the at-large directors apply for the position, or would the Village contact them?

Administrator Pabst indicated it might be both and asked the Trustees to consider individuals known to them who might be suitable for the position.

Not wanting to get into specifics at this point, Administrator Pabst wanted to know if the concept was acceptable to the Board. If so, there would be more consideration to set up an EDP board. These would be brought to the Board as needed.

Assistant Administrator Halloran reminded the Board that any recommendations from the EDP are completely non-binding. The Village Board would have the option to decline any suggestion from the EDP. The EDP would be audited annually. The EDP would have a lot of transparency and a lot of benefits to the Village.

Trustee Neal wanted to know if we had legal confirmation on that.

The Village Administrator indicated we will by the time each item is presented to the Board.

Trustee Mistele asked if the Board agreed on this concept in principal and felt sure Mayor Trilla would like to pursue this.

The Board was agreed to move forward with creating the Willowbrook Economic Development Partnership (WEDP).

6. ADJOURNMENT

MOTION: Made by Trustee Neal and seconded by Trustee Ruffolo to adjourn the Regular Meeting at the hour of 6:10 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2021.

Frank A. Trilla, Mayor

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, NOVEMBER 8, 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 Trustee Michael Mistele.

2. ROLL CALL

Those physically present at roll call were, Village Clerk Deborah Hahn, Village Trustees Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Paul Oggerino, Greg Ruffolo, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Interim Director of Finance Nathan Gaskill, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Clerk Christine Mardegan, Director of Municipal Services Foreman AJ Passero and Parks & Recreation Manager John Fenske.

Present via conference call, due to the COVID-19 pandemic, was Attorney Thomas Bastian.

ABSENT: Mayor Frank Trilla

A QUORUM WAS DECLARED

MOTION TO APPROVE - A MOTION TO APPOINT TRUSTEE MICHAEL MISTELE AS TEMPORARY CHAIRMAN IN THE MAYOR'S ABSENCE

Attorney Thomas Bastian advised that a motion was necessary to appoint Trustee Michael Mistele as Temporary Chairman at tonight's meeting.

MOTION: Made by Trustee Neal and seconded by Trustee Oggerino to appoint Trustee Mistele as Temporary Chairman.

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

MOTION DECLARED CARRIED

3. PLEDGE OF ALLEGIANCE

Temporary Chairman Mistele asked Chief Schaller to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented and no written comments were received.

5. OFFICIAL APPOINTMENTS TO RANK OF SERGEANT

- a. Official Appointment To Rank Of Sergeant - DARREN BIGGS
- b. Official Appointment To Rank Of Sergeant - JOHN HANDZIK

Village Clerk Hahn had the honor of swearing in both officers in their new role as Sergeant.

Temporary Chairman Mistele thanked the officers on behalf of Mayor Trilla for all that they do and thanked the families and friends of the officers for attending the meeting to witness the swearing in ceremony.

OMNIBUS VOTE AGENDA

Temporary Chairman Mistele read over each item in the Omnibus Vote Agenda for the record.

6. OMNIBUS VOTE AGENDA:

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Special Board Meeting - October 25, 2021 (APPROVE)
- c. Minutes - Regular Board Meeting - October 25, 2021 (APPROVE)
- d. Warrants - \$776,604.79
- e. Annual Police Pension Board Report & FY 2022/23 Police Pension Funding Request
- f. ORDINANCE NO. 21-0-49- An Ordinance of The Village of Willowbrook Establishing Certain Licenses Fees For the 2022 Licensing year (PASS)

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

Trustee Davi asked to have item 6e removed from the Omnibus Agenda to be voted on separately.

MOTION: Made by Trustee Berglund and seconded by Trustee Oggerino to approve the Omnibus Vote Agenda with the exception on item 6.e.

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

MOTION DECLARED CARRIED

6.e. Annual Police Pension Board Report & FY 2022/23 Police Pension Funding Request

MOTION: Made by Trustee Neal and seconded by Trustee Ruffolo to approve item 6.e. separately.

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-71- A Resolution Of The Village Of Willowbrook Approving And Authorizing The Execution Of An Agreement With Aclara Technologies, LLC To Provide Software Deliverables And Services To The Village Of Willowbrook

Foreman Passero explained that the Village of Willowbrook utilizes an Aclara NCC software and hardware system for our water meter readings. This system integrates with our BS&A financial software for our monthly water billing.

The Village was advised by Aclara representatives that their firm will begin phasing out support for the NCC software system in 2021. On Thursday, May 13, 2021, and throughout the summer of 2021, the Village participated in several conference calls with Aclara representatives to review the proposed upgraded software system Aclara One. This new system is an evolution of their phasing out the NCC platform.

Some of the new user benefits are as follows:

- Easier navigation with a user focus
- Faster generation / manipulation of online reports
- Searchable reports
- Configurable dashboards and callout cards

The proposed Aclara program update is summarized as follows:

- DCU T-Board Upgrade package at \$14,700
- Aclara One Hosted Software at \$21,000
- Aclara One Hosted Software annual fee \$12,894
- Aclara wireless network annual DCU fee \$1,242
- Total cost not to exceed \$49,836 with a yearly fee of \$14,136

Temporary Chairman Mistele asked if this system can detect leakage.

Foreman Passero responded yes for an additional fee.

Trustee Neal asked if this Aclara software will have upgrades for the older condominium buildings.

Foreman Passero stated the new software will allow the MTU to work with long range devices.

MOTION: Made by Trustee Davi and seconded by Trustee Ruffolo to adopt Resolution No. 21-R-71 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 21-R-72 - A Resolution To Approve And Authorize The Execution Of A Professional Financial Services Agreement With Lauterbach & Amen, LLP For The Finance Department Of The Village Of Willowbrook

Assistant Administrator Halloran shared information on Lauterbach and Amen of Naperville, Illinois, which has been supporting Village budget, financial, and accounting services since October 2021. Services were initiated in response to Village staff changes, address department cross-training goals for accounts payable, payroll, and the budget.

To respond to recent staff turnovers, staff in the Village Administrator's Office has thoroughly studied the existing structure to determine the best opportunity to deliver services. The primary guiding principles were to reallocate tasks, hire replacement in the payroll and accounting positions, and increase services to the Village's internal and external customers.

In addition to the accounting, accounts payable, and budget management functions under the current services, the following duties will be performed by the contractor:

1. Payroll
2. Management of the Corporate, Enterprise, and all Revenue Funds
3. Development and Oversight of the Annual Budget
4. Monthly and Quarterly Financial Reporting
5. Submission of the Budget for the Government Finance Officers Associated annual awards program

Staff requests Village Board approval of a Resolution authorizing execution of a contract for professional services with Lauterbach for financial and accounting services for an annual cost of \$241,200. This is a one-year contract with three one-year contract renewals. To maintain consistency, staff recommends the first year of the contract ends on April 30, 2023.

MOTION: Made by Trustee Berglund and seconded by Trustee Oggerino to adopt Resolution No. 21-R-72 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-73 - A Resolution Of The Village Of Willowbrook Determining The Lowest Responsible Bidder And Awarding A Contract To Unique Plumbing Company, Inc. For Water Service Installation At 825 Midway Drive, Willowbrook, Illinois

Assistant Administrator Halloran stated the external site improvement is the first phase in the Community Resource Center (CRC) project. The Village's civil engineer, Novotny Engineering, for the CRC project has evaluated the external site improvements and has recommended an upgraded water service into the building.

On October 21, 2021, the Village released a Request for Bids (RFB) that includes the construction of a new 6" ductile iron water service, including water main in trench, casing pipe directionally bored, valve installation, restoration of all disturbed surfaces and all appurtenant construction for a complete improvement.

On November 1, 2021, staff opened two bids. Below are the prices and contractors for this project:

- a. John Neri Construction \$83,127.50
- b. Unique Plumbing \$80,410.50

After a review of the bid and the contractor's references, staff is recommending a contract award to Unique Plumbing of Brookfield, Illinois at a cost not-to-exceed of \$80,410.50.

MOTION: Made by Trustee Davi and seconded by Trustee Neal to adopt Resolution No. 21-R-73 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-74 - A Resolution Waiving Competitive Bidding And Approving A Purchase Order For The Purchase Of Certain Recreation Equipment From Cunningham Recreation For The Ridgemoor Park Playground Improvement Project At A Cost Not To Exceed 63,575.81

Parks and Recreation Manger Fenske showed a diagram and discussed placement for the equipment.

Assistant Administrator Halloran added that staff has been collaborating with John and consultant Todd Stanton since September to engage different options for the recreation equipment. Staff held a public open house to review the proposals for the Ridgemoor Park project. Since September, staff has engaged several companies for Parks and Recreational equipment. Due to ongoing supply-chain issues, staff is recommending purchasing equipment now and beginning the construction in April/May 2022.

After reviewing the bid and the contractor's references, staff is recommending the contract be awarded to Cunningham Recreation at a cost not-to-exceed of \$63,575.81.

Administrator Pabst asked if the sidewalk path will be extended.

Parks and Recreation Manger Fenske responded yes.

MOTION: Made by Trustee Berglund and seconded by Trustee Neal to adopt Resolution No. 21-R-74 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

11. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund thanked Park's Recreation Manger Fenske and Foreman Passero for all their challenging work.

Trustee Davi had no report.

Trustee Oggerino thanked Administrator Pabst, Assistant Administrator Halloran, and Trustee Neal for all their demanding work on the information for insurance. It is impressive.

12. ATTORNEY'S REPORT

Attorney Bastian had no report.

13. CLERK'S REPORT

Clerk Hahn had no report.

14. ADMINISTRATOR'S REPORT

Administrator Pabst had no report.

15. MAYOR'S REPORT

Mayor Trilla was not present.

16. EXECUTIVE SESSION

There was no need for Executive Session at tonight's meeting.

17. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Oggerino to adjourn the Regular Meeting at the hour of 6:59 p.m.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Mistele, 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.

W A R R A N T S

November 22, 2021

GENERAL CORPORATE FUND	-----	\$197,081.40
WATER FUND	-----	\$190,571.38
POLICE PENSION FUND	-----	\$200.00
 TOTAL WARRANTS	-----	 \$387,852.78

Nathan Gaskill, Interim Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
11/15/2021	APCH	97852	KLEINTIME ENTERTAINER		CHILDREN'S HOLIDAY PARTY	585-155	20	375.00
11/15/2021	APCH	97853	PEEK A BOO FACE PAINTING LLC		CHILDREN'S HOLIDAY PARTY	585-155	20	600.00
11/15/2021	APCH	97854	SARAH'S PONY RIDES INC		CHILDREN'S HOLIDAY PARTY	585-155	20	700.00
11/15/2021	APCH	97855	SPARKLES ENTERTAINMENT INC		CHILDREN'S HOLIDAY PARTY	585-155	20	1,325.00
11/15/2021	APCH	97856	WILLOWBROOK-BURR RIDGE SPORTS PE		CHILDREN'S HOLIDAY PARTY	585-155	20	1,250.00
11/22/2021	APCH	226 (E) *#	WEX BANK		FUEL/MILEAGE/WASH	455-303	10	(16.17)
					FUEL/MILEAGE/WASH	630-303	30	5,306.58
					FUEL/MILEAGE/WASH	710-303	35	755.14
					FUEL/MILEAGE/WASH	810-303	40	62.24
					CHECK APCHK 226 (E) TOTAL FOR FUND 01:			6,107.79
11/22/2021	APCH	97857	A&W TRAILER LLC		MAINTENANCE - VEHICLES	630-409	30	86.00
11/22/2021	APCH	97858	AARON PORTER		JAIL SUPPLIES	650-343	30	16.18
11/22/2021	APCH	97859*#	ACCESS ONE, INC.		PHONE - TELEPHONES	455-201	10	447.80
					PHONE - TELEPHONES	455-201	10	49.30
					PHONE - TELEPHONES	455-201	10	49.30
					PHONE - TELEPHONES	455-201	10	61.66
					INTERNET/WEBSITE HOSTING	460-225	10	400.00
					PHONE - TELEPHONES	455-201	20	92.10
					PHONE - TELEPHONES	455-201	20	92.10
					PHONE - TELEPHONES	630-201	30	373.79
					INTERNET/WEBSITE HOSTING	640-225	30	400.00
					TELEPHONES	710-201	35	92.10
					CHECK APCHK 97859 TOTAL FOR FUND 01:			2,058.15
11/22/2021	APCH	97860	ACCOUNTTEMPS		CONSULTING FEES - CLERICAL	471-253	10	810.00
					CONSULTING FEES - CLERICAL	471-253	10	847.50
					CONSULTING FEES - CLERICAL	471-253	10	622.50
					CHECK APCHK 97860 TOTAL FOR FUND 01:			2,280.00
11/22/2021	APCH	97862	AMERICAN TRAFFIC SOLUTIONS		RED LIGHT - CAMERA FEES	630-247	30	22,475.00
					RED LIGHT - MISC FEE	630-249	30	2,520.00
					CHECK APCHK 97862 TOTAL FOR FUND 01:			24,995.00
11/22/2021	APCH	97863	ANDREW C PASSERO		UNIFORMS	710-345	35	237.59

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
11/22/2021	APCH	97864#	AT & T MOBILITY II LLC		PHONE - TELEPHONES	410-201	05	44.64
					PHONE - TELEPHONES	455-201	10	88.08
					PHONE - TELEPHONES	630-201	30	22.20
					TELEPHONES	710-201	35	259.44
					TELEPHONES	810-201	40	44.64
					CHECK APCHK 97864 TOTAL FOR FUND 01:			459.00
11/22/2021	APCH	97866	BLACK GOLD SEPTIC		MAINTENANCE - GARAGE	725-413	35	425.00
11/22/2021	APCH	97867	BUTTREY RENTAL SERVICE, INC.		EQUIPMENT RENTAL	750-290	35	1,673.86
11/22/2021	APCH	97868#	CALL THE UNDERGROUND OASIS IRRIG		MAINTENANCE - BUILDING	466-228	10	150.00
					MAINTENANCE - BUILDING	630-228	30	150.00
					CHECK APCHK 97868 TOTAL FOR FUND 01:			300.00
11/22/2021	APCH	97869#	CHICAGO SUN-TIMES, INC		PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	126.00
					PRINTING & PUBLISHING	610-302	25	900.00
					CHECK APCHK 97869 TOTAL FOR FUND 01:			1,026.00
11/22/2021	APCH	97870	CHRISTINE MARDEGAN		FUEL/MILEAGE/WASH	455-303	10	25.65
11/22/2021	APCH	97871#	CHRISTOPHER B. BURKE		FEES - ENGINEERING	720-245	35	1,248.00
					FEES - ENGINEERING	720-245	35	138.00
					FEES - ENGINEERING	720-245	35	1,731.52
					FEES - ENGINEERING	720-245	35	330.00
					FEES - ENGINEERING	720-245	35	110.00
					FEES - ENGINEERING	720-245	35	205.00
					FEES - ENGINEERING	720-245	35	635.05
					FEES - ENGINEERING	720-245	35	220.00
					PLAN REVIEW - CIVIL ENGINEER	820-254	40	1,664.00
					PLAN REVIEW - CIVIL ENGINEER	820-254	40	768.00
					PLAN REVIEW - CIVIL ENGINEER	820-254	40	777.50
					PLAN REVIEW - CIVIL ENGINEER	820-254	40	440.00
					PLAN REVIEW - CIVIL ENGINEER	820-254	40	220.00
					PLAN REVIEW - CIVIL ENGINEER	820-254	40	220.00
					CHECK APCHK 97871 TOTAL FOR FUND 01:			8,707.07
11/22/2021	APCH	97872	CINTAS CORPORATION NO 2		OPERATING SUPPLIES & EQUIPMENT	710-401	35	103.34
					MAINTENANCE - GARAGE	725-413	35	145.67
					CHECK APCHK 97872 TOTAL FOR FUND 01:			249.01

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
11/22/2021		APCH	97873#	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	430.09
					MAINTENANCE - BUILDING	630-228	30	1,891.18
					CHECK APCHK 97873 TOTAL FOR FUND 01:			2,321.27
11/22/2021		APCH	97874	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	3,700.00
11/22/2021		APCH	97875*#	COMED	ENERGY/COMED (835 MIDWAY)	466-240	10	403.48
					RED LIGHT - COM ED	630-248	30	40.36
					RED LIGHT - COM ED	630-248	30	40.71
					RED LIGHT - COM ED	630-248	30	32.21
					ENERGY - STREET LIGHTS	745-207	35	509.96
					ENERGY - STREET LIGHTS	745-207	35	45.88
					ENERGY - STREET LIGHTS	745-207	35	489.10
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	79.98
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	61.64
					CHECK APCHK 97875 TOTAL FOR FUND 01:			1,703.32
11/22/2021		APCH	97876#	FIRST NATIONAL BANK OMAHA	COMMISSARY PROVISION	455-355	10	81.93
					EDP LICENSES	460-263	10	12.00
					EDP LICENSES	460-263	10	14.99
					EDP LICENSES	460-263	10	132.00
					EDP LICENSES	515-263	15	4.00
					FEES/DUES/SUBSCRIPTIONS	610-307	25	350.00
					EDP LICENSES	615-263	25	12.00
					EDP LICENSES	640-263	30	16.00
					EDP LICENSES	715-263	35	12.00
					EDP LICENSES	815-263	40	4.00
					CHECK APCHK 97876 TOTAL FOR FUND 01:			638.92
11/22/2021		APCH	97877#	FIRST NATIONAL BANK OMAHA	FUEL/MILEAGE/WASH	455-303	10	432.00
					FEES/DUES/SUBSCRIPTIONS	455-307	10	12.99
					FEES/DUES/SUBSCRIPTIONS	455-307	10	9.99
					EDP LICENSES	460-263	10	40.00
					EDP LICENSES	460-263	10	15.93
					SCHOOLS/CONFERENCES/TRAVEL	630-304	30	300.00
					FEES/DUES/SUBSCRIPTIONS	630-307	30	900.00
					EMPLOYEE RECOGNITION	630-309	30	95.06
					CHECK APCHK 97877 TOTAL FOR FUND 01:			1,805.97
11/22/2021		APCH	97878	FLEETPRIDE TRUCK & TRAILER PARTS	MAINTENANCE - VEHICLES	735-409	35	115.96

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
11/22/2021		APCH	97879#	FOX TOWN PLUMBING INC	CONTRACTED MAINTENANCE & LANDSCAPING MAINTENANCE - BUILDING	570-281 630-228	20 30	333.80 415.34 749.14
					CHECK APCHK 97879 TOTAL FOR FUND 01:			
11/22/2021		APCH	97880	GBJ SALES, LLC	STREET & ROW MAINTENANCE STREET & ROW MAINTENANCE	750-328 750-328	35 35	625.40 569.70 1,195.10
					CHECK APCHK 97880 TOTAL FOR FUND 01:			
11/22/2021		APCH	97881*#	H AND R CONSTRUCTION INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,500.00
11/22/2021		APCH	97882	HALOCK SECURITY LABS	CYBER DISRUPTION CYBER DISRUPTION CYBER DISRUPTION	460-265 460-265 460-265	10 10 10	1,600.00 350.00 2,800.00 4,750.00
					CHECK APCHK 97882 TOTAL FOR FUND 01:			
11/22/2021		APCH	97883	HELEN GAYLE NEAL	LANDSCAPE - VILLAGE HALL	466-293	10	21.49
11/22/2021		APCH	97884	HINSDALE NURSERIES, INC.	TREE MAINTENANCE	750-338	35	3,240.00
11/22/2021		APCH	97886	ILLINOIS DEPT. OF TRANSPORTATION	MAINTENANCE - TRAFFIC SIGNALS	745-224	35	1,708.14
11/22/2021		APCH	97887	INT ASSN ARSON INVSTGRS INC	FEES/DUES/SUBSCRIPTIONS	630-307	30	130.00
11/22/2021		APCH	97888	JOHN J. HANDZIK	UNIFORMS	630-345	30	172.75
11/22/2021		APCH	97889	KANE, MCKENNA & ASSOCIATES, INC.	CONSULTING	455-306	10	8,975.50
11/22/2021		APCH	97890	KLEIN, THORPE & JENKINS, LTD.	FEES - SPECIAL ATTORNEY	470-241	10	306.00
11/22/2021		APCH	97891#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE COPY SERVICE COPY SERVICE	630-315 630-315 810-315	30 30 40	517.83 46.96 328.25 893.04
					CHECK APCHK 97891 TOTAL FOR FUND 01:			
11/22/2021		APCH	97892	LANER MUCHIN	FEES - LABOR COUNSEL	470-242	10	10,117.50
11/22/2021		APCH	97893	LEONARD B CANNATA	RED LIGHT - ADJUDICATOR	630-246	30	594.00
11/22/2021		APCH	97895	MIHAI SARBU	STREET & ROW MAINTENANCE	750-328	35	800.00
11/22/2021		APCH	97896	MRO SYSTEMS LLC	OPERATING SUPPLIES & EQUIPMENT	710-401	35	578.02
11/22/2021		APCH	97897#	NJ RYAN TREE & LANDSCAPE LLC	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	14,343.75

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					ROUTE 83 BEAUTIFICATION	755-281	35	14,343.75
					BRUSH PICKUP	755-284	35	15,600.00
					CHECK APCHK 97897 TOTAL FOR FUND 01:			44,287.50
11/22/2021	APCH	97898	NUTOYS LEISURE PRODUCTS		MAINTENANCE - EQUIPMENT	570-411	20	445.00
11/22/2021	APCH	97899#	ORBIS SOLUTIONS		EDP LICENSES	460-263	10	775.00
					EDP LICENSES	460-263	10	650.00
					CONSULTING SERVICES - IT	460-306	10	306.96
					CONSULTING SERVICES	515-306	15	76.74
					CONSULTING - PROGRAM HOSTING	555-306	20	76.74
					IT - CONSULTING SERVICES	615-306	25	230.22
					EDP EQUIPMENT/SOFTWARE	640-212	30	150.00
					CONSULTING - IT/GRANT	640-306	30	2,225.42
					CONSULTING SERVICES	715-306	35	383.70
					CONSULTING SERVICES	815-306	40	230.22
					CHECK APCHK 97899 TOTAL FOR FUND 01:			5,105.00
11/22/2021	APCH	97900	ORKIN EXTERMINATING		MAINTENANCE - BUILDING	630-228	30	96.63
11/22/2021	APCH	97901	P.F. PETTIBONE & CO.		OPERATING EQUIPMENT	630-401	30	18.00
11/22/2021	APCH	97902	PAPER DIRECT		OFFICE SUPPLIES	455-301	10	94.96
11/22/2021	APCH	97903	PUBLIC SAFETY DIRECT INC		MAINTENANCE - VEHICLES	630-409	30	718.14
					MAINTENANCE - VEHICLES	630-409	30	267.45
					CHECK APCHK 97903 TOTAL FOR FUND 01:			985.59
11/22/2021	APCH	97904	QUADIENT LEASING USA, INC.		OFFICE SUPPLIES	455-301	10	36.94
11/22/2021	APCH	97905	RATHS, RATHS & JOHNSON, INC.		PLAN REVIEW - CIVIL ENGINEER	820-254	40	898.50
					PLAN REVIEW - BUILDING CODE	820-258	40	900.00
					CHECK APCHK 97905 TOTAL FOR FUND 01:			1,798.50
11/22/2021	APCH	97906	RAY O'HERRON CO., INC.		FIRING RANGE	630-245	30	429.30
					AMMUNITION	630-346	30	907.00
					OPERATING EQUIPMENT	630-401	30	50.42
					OPERATING EQUIPMENT	630-401	30	689.94
					OPERATING EQUIPMENT	630-401	30	482.28
					OPERATING EQUIPMENT	630-401	30	135.95
					OPERATING EQUIPMENT	630-401	30	362.10
					CHECK APCHK 97906 TOTAL FOR FUND 01:			3,056.99

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
11/22/2021		APCH	97908	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	219.63
11/22/2021		APCH	97909	SCHIFF HARDIN LLP	CRISIS MANAGEMENT	475-367	10	7,117.00
11/22/2021		APCH	97910#	SIKICH LLP	CONSULTING SERVICES - IT AUDIT SERVICES	460-306 620-251	10 25	230.00 1,750.00
					CHECK APCHK 97910 TOTAL FOR FUND 01:			1,980.00
11/22/2021		APCH	97911	STERLING CODIFIERS INC.	CODIFY ORDINANCES	455-266	10	1,415.68
11/22/2021		APCH	97912	SUBURBAN DOOR CHECK & LOCK SERVI	MAINTENANCE - BUILDING	466-228	10	12.00
11/22/2021		APCH	97913	T.P.I.	PLAN REVIEW - BUILDING CODE REIMB. PLAN REVIEW - BUILDING CODE REIMB. PART TIME - INSPECTOR PLUMBING INSPECTION REIMB	820-258 820-258 830-109 830-115	40 40 40 40	8,287.00 3,079.00 4,893.00 700.00
					CHECK APCHK 97913 TOTAL FOR FUND 01:			16,959.00
11/22/2021		APCH	97914*#	TAMELING GRADING	CONTRACTED MAINTENANCE & LANDSCAPING STREET & ROW MAINTENANCE STORM WATER IMPROVEMENTS MAINTENANCE	570-281 750-328 750-381	20 35 35	1,492.25 6,704.00 484.25
					CHECK APCHK 97914 TOTAL FOR FUND 01:			8,680.50
11/22/2021		APCH	97915*#	TAMELING INDUSTRIES	CONTRACTED MAINTENANCE & LANDSCAPING CONTRACTED MAINTENANCE & LANDSCAPING STREET & ROW MAINTENANCE	570-281 570-281 750-328	20 20 35	303.30 1,165.50 125.10
					CHECK APCHK 97915 TOTAL FOR FUND 01:			1,593.90
11/22/2021		APCH	97916	TRAFFIC CONTROL & PROTECTIONS	ROAD SIGNS	755-333	35	527.25
11/22/2021		APCH	97918#	WAREHOUSE DIRECT	OFFICE SUPPLIES COMMISSARY PROVISION COMMISSARY PROVISION COMMISSARY PROVISION OFFICE/GENERAL PROGRAM SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OPERATING EQUIPMENT	455-301 455-355 455-355 455-355 550-301 630-301 630-301 630-301 630-301 630-401	10 10 10 10 20 30 30 30 30 30	50.76 26.03 35.99 29.20 12.45 42.99 38.56 15.89 89.47 123.68 113.30

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					OPERATING EQUIPMENT	630-401	30	40.71
					OPERATING EQUIPMENT	630-401	30	44.07
					OPERATING EQUIPMENT	630-401	30	232.11
					CHECK APCHK 97918 TOTAL FOR FUND 01:			895.21
11/22/2021	APCH	97919	WAREHOUSE DIRECT		OFFICE SUPPLIES	455-301	10	3.05
					OFFICE SUPPLIES	455-301	10	13.42
					OFFICE SUPPLIES	455-301	10	15.78
					OFFICE SUPPLIES	455-301	10	316.56
					COMMISSARY PROVISION	455-355	10	19.29
					CHECK APCHK 97919 TOTAL FOR FUND 01:			368.10
11/22/2021	APCH	97920#	WEST CENTRAL MUNICIPAL CONF.		SCHOOLS/CONFERENCES/TRAVEL	410-304	05	270.00
					SCHOOLS/CONFERENCES/TRAVEL	455-304	10	270.00
					CHECK APCHK 97920 TOTAL FOR FUND 01:			540.00
11/22/2021	APCH	97921	WEST SIDE TRACTOR SALES		MAINTENANCE - VEHICLES	735-409	35	288.22
11/22/2021	APCH	97922	WESTERN FIRST AID & SAFETY		OPERATING SUPPLIES & EQUIPMENT	710-401	35	46.27
11/22/2021	APCH	97923	WESTOWN AUTO SUPPLY COMPANY		MAINTENANCE - VEHICLES	735-409	35	750.07
11/22/2021	APCH	97924	WEX HEALTH, INC		FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
11/22/2021	APCH	97925	WILLOWBROOK FORD INC.		MAINTENANCE - VEHICLES	630-409	30	100.00
11/22/2021	APCH	97926#	WLBK BURR RIDGE CHAMBER OF COM		SCHOOLS/CONFERENCES/TRAVEL	410-304	05	120.00
					SCHOOLS/CONFERENCES/TRAVEL	410-304	05	40.00
					SCHOOLS/CONFERENCES/TRAVEL	455-304	10	80.00
					SCHOOLS/CONFERENCES/TRAVEL	630-304	30	80.00
					CHECK APCHK 97926 TOTAL FOR FUND 01:			320.00
11/22/2021	APCH	97927	ZEP MANUFACTURING COMPANY		OPERATING SUPPLIES & EQUIPMENT	710-401	35	381.04
					Total for fund 01 GENERAL FUND			197,081.40

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
11/22/2021		APCH	225(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	156,371.11
11/22/2021		APCH	226(E)*#	WEX BANK	FUEL/MILEAGE/WASH	401-303	50	755.13
11/22/2021		APCH	97859*#	ACCESS ONE, INC.	PHONE - TELEPHONES	401-201	50	92.23
					PHONE - TELEPHONES	401-201	50	92.10
					CHECK APCHK 97859 TOTAL FOR FUND 02:			184.33
11/22/2021		APCH	97861	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	22.50
11/22/2021		APCH	97875*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	931.55
11/22/2021		APCH	97881*#	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,690.00
11/22/2021		APCH	97885	HUNTER ASPHALT PAVING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	19,200.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,625.00
					CHECK APCHK 97885 TOTAL FOR FUND 02:			21,825.00
11/22/2021		APCH	97894	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	414.00
11/22/2021		APCH	97907	RBH CONSTRUCTION, LLC	REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	4,100.00
11/22/2021		APCH	97914*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	576.75
11/22/2021		APCH	97915*#	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,428.34
11/22/2021		APCH	97917	USABLUEBOOK	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	272.67
					Total for fund 02 WATER FUND			190,571.38

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 07 POLICE PENSION FUND								
11/22/2021		APCH	97865	ATWELL & ATWELL	LEGAL FEES	401-242	62	200.00
					Total for fund 07 POLICE PENSION FUND			200.00
					TOTAL - ALL FUNDS			387,852.78

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

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

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A Resolution Approving And Authorizing The Purchase Of Two (2) 2021 Chevrolet Tahoe Police Patrol Vehicles With Upfitting And Striping At A Cost Not To Exceed \$57,718.11 Per Vehicle

AGENDA NO. 5.e.

AGENDA DATE: 11-29-21

STAFF REVIEW: Robert Schaller, Chief of Police

SIGNATURE: 

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

The department has budgeted, under line item 01-30-680-625, for (2) two new police vehicle. These new vehicles will replace two existing Ford police vehicles that have reached end of service, Squad #56 and #54 will be replaced.

Both new Tahoe's will be fully marked police vehicles.

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

The department will be replacing (2) two current patrol vehicles. This vehicle will be purchased through Currie Motors under the Suburban purchasing Cooperative. Previous research to purchase Chevrolet Tahoes was conducted and, due to the larger size, additional safety features, and the maintenance record of our previous Chevrolet Tahoe, as well as the ability to purchase a (5) five-year 100,000-mile service agreement, it was determined that this purchase would provide a better patrol vehicle at a lower cost over its service expectancy. The total cost including upfitting and striping for both vehicles will be \$115,436.22

ACTION PROPOSED: Adopt the Resolution

RESOLUTION NO. 21-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF TWO (2) 2021
CHEVROLET TAHOE POLICE PATROL VEHICLES WITH UPFITTING AND STRIPING AT
A COST NOT TO EXCEED \$57,718.11 PER VEHICLE**

WHEREAS, The Village Police Department seeks to purchase two (2) Chevrolet Tahoe patrol vehicles that were bid through the Suburban Purchasing Cooperative.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the purchase of two 2021 Chevrolet Tahoe patrol vehicles, from Currie Motors, at a total cost not to exceed Fifty Seven Thousand Seven Hundred Eighteen and 11/100ths Dollars (\$57,718.11) per vehicle, including upfitting and striping, is hereby approved.

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

PASSED and APPROVED this 29th day of November, 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”

CURRIE MOTORS FLEET

INVOICE

8401 W Roosevelt Rd
Forest Park, IL 60103

Phone: 708-771-2600

Fax: 815-464-7500

curriefleet@gmail.com

SOLD TO:

VILLAGE OF WILLOWBROOK
7760 S QUINCY STREET
WILLOWBROOK, IL 60527

INVOICE NUMBER C4747 C4744
INVOICE DATE 11/9/2021
PURCHASE ORDER NO. NA
SALESPERSON Tom Sullivan

SHIPPED TO:

TERMS 15 Days From Invoice
DELIVERY ETA

STOCK #	DESCRIPTION	VIN	AMOUNT
C4747	2021 CHEVROLET TAHOE	1GNSKLED6MR470297	\$ 40,016.34
C4744	2021 CHEVROLET TAHOE	1GNSKLED4MR470332	\$ 40,016.34
FINANCE CHARGES will apply if the invoice is unpaid from <u>15 days</u> after delivery date of the vehicle. The "FINANCE CHARGES" are computed by a periodic rate of <u>1%</u> per month. The title application must be filed with Secretary of State within <u>30 days</u> or will be subject to a delinquent fee of \$188.00		SUBTOTAL	\$ 80,032.68
DIRECT ALL INQUIRIES TO:		MAKE ALL CHECKS PAYABLE TO:	PAY THIS AMOUNT
Kristen De La Riva 815-464-9200 fleetcurrie@gmail.com		Currie Motors Attn: Accounts Receivable 8401 Roosevelt Road Forest Park, IL 60130	\$ 80,032.68

THANK YOU FOR YOUR BUSINESS!



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

Estimate

Date	Estimate #
7/28/2021	3208

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

Vehicle Type		Unit Number	Terms	
2021 Patrol Tahoe		TBA	Net 30	
Qty	Item	Description	Rate	Total
1	ENFLBS1254	S/O nFORCE 54" Rooftop light bar. Dual color. Red/Blue primary. Front White secondary. Rear Amber directional secondary	1,869.95	1,869.95
1	MDASHCPE	MicroDash Pre-Emption Strobe ^^^ Multi-Function light bar ^^^	209.95	209.95
1	ETSS100N	S/O 100N Series composite Speaker	195.00	195.00
1	ETSSVBK07	S/O 100J Series Speaker Bracket (only - no drill) capable of holding up to two speakers for the Chevrolet Tahoe Pursuit Police & Civilian Vehicles 2021, Bumper Mount ^^^ Siren speaker and bracket ^^^	29.95	29.95
1	5168T-2L51	Go Rhino! light ready push bumper. SoundOff nForce. black textured steel. 2021 Tahoe	424.95	424.95
1	ENFSSS3D	S/O nFORCE® Single Surface Mount Light. Dual Color - Red/White	114.95	114.95
1	ENFSSS3E	S/O nFORCE® Single Surface Mount Light. Dual Color - Blue/White	114.95	114.95
1	EMPS2QMS4D	S/O mpower® 4' Fascia Light w/ Quick Mount Red/White	99.95	99.95
1	EMPS2QMS4E	S/O mpower® 4' Fascia Light w/ Quick Mount blue/white ^^^ Lighted push bumper ^^^	99.95	99.95
2	ENT3B3RBW	S/O Intersector Surface Mount Light, 18 LED, Tricolor - Red/Blue/White	189.95	379.90
1	PMP2BKUMB5-P	SoundOff Under Mirror Mount Bracket Kit (each) for installation on Chevrolet Tahoe Police Pursuit & Civilian Vehicles 2021 for use with Intersector Surface Mount, Passenger Side	19.95	19.95
1	PMP2BKUMB5-D	SoundOff Under Mirror Mount Bracket Kit (each) for installation on Chevrolet Tahoe Police Pursuit & Civilian Vehicles 2021 for use with Intersector Surface Mount, Driver Side *** Mirrors ^^^	19.95	19.95
2	ENFDGS1RB	S/O Dual Deck / Grill mount nForce, Red / Blue ^^^ 1/4 windows ^^^	224.95	449.90
1	EMPAK00FF6	S/O mPower arrow kit. Spoiler mounted. R/A-B/A 2021 Tahoe ^^^ Mounted on spoiler ^^^	795.00	795.00

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

Total

Signature _____

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

Web Site
www.evt.tech



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

Estimate

Date	Estimate #
7/28/2021	3208

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

Vehicle Type		Unit Number	Terms	
2021 Patrol Tahoe		TBA	Net 30	
Qty	Item	Description	Rate	Total
2	EMPS2QMS5RBW	S/O mpower™ 4' Fascia Light w/ Quick Mount, Black Housing, 18 LED, Tri Color - Red/Blue/White ^^^ Multi-function lights mounted adjacent license plate ^^^	114.95	229.90
2	ELUC3H010B	S/O Universal UnderCover Screw-In LED Insert Single Light Kit, 5-wire harness Color Blue	89.95	179.90
2	ELUC3H010R	S/O Universal UnderCover Screw-In LED Insert Single Light Kit, 5-wire harness. Color Red ^^^ Tail Lights ^^^	89.95	179.90
1	ENGS581CSR	S/O BLUEPRINT 500 SERIES 100W CONSOLE KNOB SIREN	529.95	529.95
1	PSRN5HDK2	S/O 500 Series Siren Conversion Kit, from console to remote	24.95	24.95
1	ENGND04101	S/O bluePRINT remote node, 4 inputs, 10 outputs	199.95	199.95
1	ENGHNK02	S/O bluePRINT remote node harness kit	34.95	34.95
1	ENGLMK001	bluePRINT Link® Micro Module and Vehicle Harness for Chevrolet 2021 ^^^ bluePRINT Automated logic siren and lighting controls ^^^	265.00	265.00
1	C-VS-1012-TAH	Havis Standard 9" Wide Medium Angled 22" Vehicle Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle	496.95	496.95
1	C-CUP2-I	Havis Internal Console Cupholder	34.95	34.95
1	C-ARM-103	Havis Hinged Armrest for Equipment Console	104.95	104.95
2	C-MCB	Mic clip bracket	11.86	23.72
2	MMSU-1	Magnetic Mic Single Unit	34.95	69.90
1	797-14	14" Equipment Flex-mount (for printer) ^^^ Console and accessories ^^^	49.95	49.95
1	475-1675	Jotto Chevy Tahoe (2021+) Space Creator Vehicle Partition Featuring Bidirectional Recessed Housing (Full Window w/ Safety Wire Option)	795.00	795.00
1	475-1674	Jotto High Security Extension Panel for Chevy Tahoe (2021+) VP9 Space Creator Vehicle	94.95	94.95
1	475-1743	Jotto Replacement Bio-Seat System for Chevy Tahoe (2021+)	1,349.95	1,349.95
1	475-2015	Jotto Gun Rack - Single Weapon, Partition Mounted, Vertical	279.95	279.95
1	475-1719	Jotto Tahoe (2021+) Secure Grid Window Armor (OEM or ABS Doors)	239.95	239.95

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

Total

Signature _____

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

Web Site
www.evt.tech



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

Estimate

Date	Estimate #
7/28/2021	3208

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

Vehicle Type		Unit Number	Terms	
2021 Patrol Tahoe		TBA	Net 30	
Qty	Item	Description	Rate	Total
1	ROOF-FT-NITI-M	^^^ Prisoner containment and weapons stroage ^^^ Sti-Co Flexi-Whip Roof Mount Antenna, BLK	59.95	59.95
1	MB8U25	25' Antenna Coax, 3/4' NMO Brass Mount - Black	34.95	34.95
1	RFU-600-1	Mini-UHF Connector	4.95	4.95
1	AAM01JQH9JC1_N	Motorola CM300D ANALOG, 136-174 MHz, 45 watt, 99 channel mobile ^^^ VHF Radio and Antenna ^^^	489.95	489.95
1	T-CHTAHM1-15N-PP	Truck Vault Tahoe Mag 1 Dwr P-Cage, Exterior Carpet: Black Interior Carpet: Grey Drawer Front: Black Composite Lock: Push Button w/Key Override 2 Magnum Carpeted Long Dividers 2 Magnum Carpeted Short Dividers ^^^ Weapons and equipment storage Vault ^^^	1,995.00	1,995.00
1	77555	Streamlight UltraStinger LED flashlight with smart DC Charger	142.95	142.95
1	Install Materials	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, ZipTies, Tape, Screws, Bolts, Etc)	175.00	175.00
1	LABOR	Install above listed equipment plus customer supplied radios, radar, FlashBack Video and Computer	2,995.00	2,995.00

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

Total \$15,906.77

Signature _____

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

Web Site
www.evt.tech



Car Reflections
P.O.Box 4981
Naperville IL. 60540
708-951-1555
len@carreflections.com

Estimate



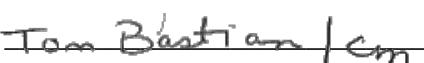
Bill To:

Willowbrook Police Dept.
7760 Quincy St.
Willow Brook, IL 60527

Date	Invoice No.	P.O. Number	Terms	Project
11/10/21	403			

Item	Description	Quantity	Rate	Amount
Police Stripe Package	Install complete four door wrap and police stripe package to match the existing design. All 3M 680cr reflective material printed and laminated, This will also include rear chevrons. Door handles and mirrors need to be removed prior to installation.	2	1,795.00	3,590.00
			Total	\$3,590.00

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

ITEM TITLE: <p>A Resolution Approving And Authorizing The Village Mayor To Execute An Agreement With Axon Enterprise, Inc. For The Purchase Of The "Axon Auto-tagging" System To Be Used In Conjunction With Body Worn Cameras For The Police Department At An Annual Cost Not To Exceed \$2,808.00 Per Year For Five (5) Years</p>	AGENDA NO. 5.f. AGENDA DATE: 11/29/2021
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 COMMITTEE: YES <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY) On May 24 th , 2021, the Village Board accepted and approved 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.	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Currently the Willowbrook Police Department is in the process of implementing a Body Worn Camera initiative through a previously adopted five-year purchase agreement with Axon Enterprise, Inc. Through the course of the training and implementation, the a la carte option was discussed of Axon Auto-Tagging. Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location based on data maintained in Agency's CAD or RMS. This feature would greatly decrease the amount of time the officers would be required to spend categorizing their body worn camera videos. The cost of Axon Auto-Tagging is \$2808.00 per year for the duration of the five-year contract.	
ACTION PROPOSED: Adopt the Resolution.	

RESOLUTION NO. 21-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO
EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE
PURCHASE OF THE “AXON AUTO-TAGGING” SYSTEM TO BE USED IN
CONJUNCTION WITH BODY WORN CAMERAS FOR THE POLICE DEPARTMENT
AT AN ANNUAL COST NOT TO EXCEED \$2,808.00 PER YEAR FOR FIVE (5) YEARS**

WHEREAS, the corporate authorities of the Village of Willowbrook previously approved the purchase of Body Worn Cameras (BWC) for the Police Department; and

WHEREAS, the corporate authorities approved the purchase of the “Axon 3” BWC as it is best suited to 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; and

WHEREAS, the corporate authorities of the Village have determined that the five (5) year purchase agreement submitted by Axon Enterprises, Inc. for the acquisition of “Axon Auto-Tagging” System will improve the efficiency of Village Police Department operations.

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 five (5) year purchase agreement for “Axon Auto-Tagging” System, not to exceed Two Thousand Eight Hundred Eight and 00/100ths Dollars (\$2,808.00) per year, for 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 29th day of November, 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”



Master Services and Purchasing Agreement between Axon and Agency (Online)

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 for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency (Online)

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

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

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.

Signature: _____

Name: _____

Title: _____

Date: _____

Agency

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

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

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competition 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.

17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will

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survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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 Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

- 3 **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:



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

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none">• Configure Axon Evidence categories & custom roles based on Agency need.• Troubleshoot IT issues with Axon Evidence.• Register users and assign roles in Axon Evidence.• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: <ul style="list-style-type: none">• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies• Discuss the importance of entering metadata and best practices for digital data management• Provide referrals to other agencies using TASER CEWs and Axon Evidence• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training <ul style="list-style-type: none">• Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.• For the CEW Full Service Package: Training for up to 3 individuals at Agency• For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.



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For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount

Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount

Reattachment of the holster to the mount using appropriate screws

Functional testing of Signal Sidearm device

8 **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.

9 **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.

10 **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.

11 **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. 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

12 **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



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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.

13. **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.



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.

TASER 7 Appendix



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This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 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 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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- 8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any 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.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial 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.



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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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.



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.



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.



Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

- 1 **Term**. The Quote will detail the duration of the Virtual Reality Content license.
- 2 **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.
- 3 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
 - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
 - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
 - 3.4 use trade secret information contained in Virtual Reality Content;
 - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
 - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
 - 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.
- 4 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Flock Software Terms of Use Appendix

1 **Definitions.**

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

"Aggregated Data" means information that relates to a group or category of customers, from which individual customer identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

"Authorized End User" shall mean any individual employees, agents, or contractors of Customer accessing or using the Flock Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

"Customer Data" will mean the data, media and content provided by Customer through the Flock Services. For the avoidance of doubt, the Customer Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

"Documentation" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

"Embedded Software" will mean the software and/or firmware embedded or preinstalled on the Hardware.

"Flock IP" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

"Flock Services" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

"Flock System" means collectively, the Hardware, Embedded Software, and Flock Services.

"Footage" means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

"Hardware" shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term **"Hardware"** excludes the Embedded Software.

"Implementation Fee(s)" means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

"Installation Services" means the services provided by Flock including the installation, placements and configuration of the Hardware, pursuant to any Statement of Work.

"Non-Customer End User" means a Flock customer that has elected to give Customer access to its data in the Flock System.

"Non-Customer End User Data" means the Footage, geolocation data, environmental data and/or notifications of a Non-Customer End User.

"Support Services" shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

"Unit(s)" shall mean the Hardware together with the Embedded Software.

"Usage Fee" means the subscription fees to be paid by the Customer for ongoing access to Services and Hardware.

"Web Interface" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2 **Flock Services.**

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the term of Customer's agreement, solely for the Authorized End Users. The Footage will be available for Customer's designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username ("**User ID**"). Flock will also provide Customer with the Documentation to be used in accessing and using the Flock Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which makes the Flock Services available to Customer and Authorized End Users. Flock will pass through any warranties that Flock receives from its then-current third-party service provider to the extent that such warranties can be provided to Customer. Except in the event of Flock's willful misconduct or negligence, such warranties as provided by such third-parties are Customer's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation, hosting the web interface. Customer agrees to comply with any acceptable use policies and other terms of any third party service provider that are provided or otherwise made available to Customer from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Customer to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer's internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer

acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Flock Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock; or (f) Customer has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose, and has failed to cure such violation within thirty days following written notice of such violation from Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will extend the Customer's term by the duration of any suspension (for any continuous suspension lasting at least one full day) where the Service Suspension is not caused by the direct Customer's actions or by the actions of parties associated with the Customer. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

2.7 Installation Services.

2.7.1. Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Customer, a "**Designated Location**"). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the installation plan



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driven by Customer's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles, and removing foliage.

2.7.2. Customer's Installation Obligations. Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the "**Customer Installation Obligations**"). It is understood that the Implementation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3. Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Customer. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Customer can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Customer understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4. Theft and Damage. Flock agrees to replace the Hardware up to one (1) time during the Term of the Agreement, at no cost to Customer, in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense, at a replacement cost of three hundred dollars (\$300) per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

2.7.5. Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of Customer's Agreement. Customer agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Customer default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Customer authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this

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Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and of Flock Services and may, from time to time, advise Customer on changes to the Services or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("Monitoring Services"). Subject to the terms hereof, Flock will provide Customer with reasonable technical and on-site support and maintenance services ("On-Site Services") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **Intentionally deleted.**

2.11 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its customers, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3 Customer Responsibilities.

3.1 Customer Obligations. Upon creation of a User ID, Customer agrees to provide Flock with accurate, complete, and updated registration information. Customer may not select as its User ID a name that Customer does not have the right to use, or another person's name with the intent to impersonate that person. Customer may not transfer its account to anyone else without prior written permission. Customer will not share its account or password with anyone and must protect the security of its account and password. Customer is responsible for any activity associated with its account. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Customer will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Customer facilities, as well as by means of assistance from Customer personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. To the extent allowed by the governing law of the state mentioned in Section 9.6, or if no state is mentioned in Section 9.6, by the law of the State of Georgia, Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of Customer's representations and warranties made pursuant to this Section 3.2, Customer's Installation Obligations, or otherwise from Customer's use of the Flock Services, Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.



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Confidentiality; Data, Feedback; Aggregated Statistics.

4.1 Customer and Non-Customer End User Data. As between Flock and Customer, all right, title and interest in the Customer Data and Non-Customer End User Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and Non-Customer End User Data and perform all acts with respect to the Customer Data and Non-Customer End User Data as may be necessary for Flock to provide the Flock Services to Customer, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer Data and Non-Customer End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). This Agreement does not by itself make any Non-Customer End User Data the sole property or the Proprietary Information of Customer.

4.2 Feedback. If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.3 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Flock Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Customer acknowledges that Flock will be compiling Aggregated Data based on Customer Data and Non-Customer End User Data input into the Flock Services ("Aggregated Data"). Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with the Flock Services and other Flock offerings. No rights or licenses are granted except as expressly set forth herein.

4.4 Confidentiality. Each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("Customer Data"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will the Receiving Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, such as when a car exits Customer's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from

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disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. In the event Customer requests Flock to enable law enforcement monitoring against law enforcement hotlists, Customer hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Customer Data (inclusive of any Footage and Footage search access) to enable law enforcement monitoring against law enforcement hotlists. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order, subject to Section 9.1 below.

5 RESERVED.

6 RESERVED.

7 **Remedy; Warranty; and Disclaimer.**

7.1 **Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Customer must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within seventy-two (72) hours after Customer notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently lost, damaged or stolen Units, however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Flock Services. Flock Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.



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7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE FLOCK SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.5 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, Internet service providers or any other third party or acts or omissions of Customer or any Authorized End User.

8 Limitation of Liability and Indemnity.

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE FLOCK SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE FLOCK SERVICES.

8.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Customer will not pursue any claims or actions against Flock's suppliers.

8.3 Indemnity. Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Customer's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Customer End Users,

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or otherwise from Customer's use of the Flock Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Flock Services it believes may be (or alleged to be) in violation of the Section 3.2 or this Agreement.

9 Record Retention.

9.1 **Data Preservation.** The Customer agrees to store Customer Data and Non-Customer End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Customer's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Customer Data or the Non-Customer End User Data, Customer agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Customer upon demand, provided, however, if Flock receives a disclosure request for Customer Data, Flock will give Customer notice, unless legally prohibited from doing so, to allow Customer to file an objection with the court or administrative body.

10 Miscellaneous.

10.1 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Flock Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.2 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in FAR section 2.101, the Flock Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.



Skydio Terms of Use Appendix

1 Definitions.

"Advanced Software" means optional capabilities, functions or other features of the Onboard Software that may be specified and identified as such in the Quote. Skydio's characterization of capabilities, functions or other features as Advanced Software shall be dispositive. Notwithstanding any other provision herein, a software feature that is locked or otherwise disabled unless or until an Advanced Software Package is purchased for such software feature shall be deemed an Advanced Software. Advanced Software does not include Mobile Apps.

"Advanced Software Package" means an optional, additional-charge license right, specified in the Quote, pursuant to which Skydio shall unlock Advanced Software to permit Customer to use Advanced Software (and in some cases the Skydio Hardware that it controls).

"Authorized Devices" are (a) mobile devices that Customer owns or is authorized to use, and (b) controllers purchased by Customer hereunder, which in each case (a) and (b) are used by Customer to operate the Skydio Hardware purchased by Customer hereunder.

"Base Software" means capabilities, functions or other features of the Onboard Software that are both: (a) standard capabilities, functions or other features available and activated on Skydio's base consumer version of Skydio Hardware, and (b) available for use without purchase of Advanced Software Package. Base Software may be specified and identified as standard features in the Quote. Any capability, function, or feature that is not a Base Software shall be deemed an Advanced Software.

"Customer" means the customer procuring Skydio Products or services.

"Error" means a critical error in the Advanced Software that causes the Advanced Software to be inoperable.

"Skydio License Term" means with respect to an Advanced Software Package, the term of that Advanced Software Package, including (if applicable) the initial specified term and any renewal terms.

"Mobile Apps" means software applications (in executable form only), as may be specified on the Quote, that are specifically intended for use on a mobile device (and any Updates thereto).

"Onboard Software" means software, in executable format only, embedded into or otherwise pre-installed on Skydio Hardware as supplied by Skydio, and any Updates thereto, whether or not embedded on read only memory. Onboard Software includes Base Software and Advanced Software.

"Skydio Privacy Policy" means Skydio's privacy policy located at <https://www.skydio.com/privacy-policy> and as it may be amended from time to time by Skydio in its sole discretion.

"Product" means Skydio Hardware and Software, as provided by Skydio pursuant to this Agreement and any applicable Quote.

"Skydio Hardware" means drones and other unmanned aircraft, controllers, docks, accessories and related hardware that Customer purchases from Skydio or its distributors or resellers.

"Skydio Software" means Onboard Software and Mobile Apps.

"Support Term" means, for Base Software, the support term specified in the Quote, and, for each Advanced Software Package, the applicable Skydio License Term for such Advanced Software



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Package purchased hereunder.

"Updates" means any upgrades, updates, maintenance releases, bug fixes or modified versions of Skydio Software that Skydio may release from time to time.

- 2 **License.** Subject to and in accordance with the terms and conditions of this Agreement and further conditioned upon Customer's payment of all Fees, Skydio grants to Customer:
 - 2.1 a limited, perpetual, non-exclusive, non-transferable (except as provided in Section 5 below titled "Transferability") right and license to use the Base Software solely on Skydio Hardware;
 - 2.2 a limited, perpetual, non-exclusive, non-transferable right and license to download, install, execute and use Mobile Apps on Authorized Devices solely to operate Skydio Hardware in accordance with this Agreement;
 - 2.3 if Customer purchases an Advanced Software Package for the use of an Advanced Software, as specified in the Quote, a limited, non-exclusive, non-transferable right and license, during the Skydio License Term of the Advanced Software Package, to use the Advanced Software on Skydio Hardware that Customer purchases from Skydio solely to operate the Skydio Hardware in accordance with this Agreement ("Advanced Software License"); and
 - 2.4 a limited, non-exclusive, non-transferable right and license to install solely on Skydio Hardware any Updates to the Onboard Software, if and when provided by Skydio.
- 3 **Additional License Terms.** Additional License Terms. The license rights of Section 2 are limited to the United States, Canada and Japan.
 - 3.1 Unless otherwise specified in the applicable Quote, the Advanced Software License is granted on a per-unit basis and it may only be exercised with respect to the specific units of Skydio Hardware identified on the applicable Quote or, if the Quote does not specify such units, then with respect to no more than the total number of Skydio Hardware units authorized on the Quote, or if such total number of units is not specified on the Quote, then only with respect to one (1) single Skydio Hardware unit ("Authorized Units").
 - 3.2 Rights under the Advanced Software License are not transferable between Authorized Units. When an Advanced Software License is exercised on a specific Authorized Unit (by unlocking, activating, accessing or using the Advanced Software on that Authorized Unit), such Advanced Software License, or any rights thereof, cannot be transferred to a different unit of Skydio Hardware, except: (i) if Skydio replaces an Authorized Unit pursuant to a warranty claim, Skydio shall transfer to the replacement Authorized Unit, the Advanced Software License of the inoperable unit that is being replaced, and (ii) if a particular Authorized Unit is rendered permanently inoperable, Skydio shall, upon Customer's request, transfer the Advanced Software License rights to a replacement Authorized Unit, provided, however, that Skydio may condition such transfer on Customer returning to Skydio the remnants of the inoperable unit or other evidence of its inoperability.
- 4 **Limitations and Restrictions.** Except as otherwise expressly provided in this Agreement, the foregoing license grant excludes any right to, and Customer shall not (and shall not permit others to) do any of the following with respect to the Skydio Software: (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share, operate as a service bureau, or otherwise make any of it available for access by third parties; (ii) disassemble, reverse engineer or decompile it; (iii) copy, create derivative works based on or otherwise modify it; (iv) remove or modify a copyright, trademark, logo or other proprietary rights notice or brand labeling in it; (v) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (vi) use it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage, in a malicious act or disrupt its security, integrity or operation; (vii) install, execute or otherwise reproduce Onboard Software on any device other than the Skydio Hardware on which Skydio originally installed the Onboard Software; (viii) install any Skydio Software on any type of device not approved by Skydio; (ix) disable or otherwise circumvent

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any technological measures in Skydio Software to limit its installation, use or access; (x) unlock, activate, access or use an Advanced Software on any device other than as permitted under an Advanced Software Package purchased by Customer; and (xi) publish or release any benchmarking or performance data applicable to the Skydio Software.

- 5 **Transferability.** Subject to the terms and conditions of this Agreement, Customer may transfer the Base Software, including any relevant Base Software license rights, only on a permanent basis and as part of the sale or transfer of the Skydio Hardware on which the Base Software is loaded, provided that Customer retains no copies of any version of the Skydio Software. With the exception of the Base Software, Customer may not transfer any other Skydio Software or other Skydio Software license rights granted herein to another person or entity without the express written permission of Skydio, unless allowed by applicable law stating that transfer may not be restricted.
- 6 **Evaluation License.** Skydio may make certain Skydio Software available in object code form to end users only for evaluation, training or other limited non-commercial purposes without charging a Fee ("Evaluation License"). Where Skydio has provided an Evaluation License, all of the terms of this Agreement shall apply except that (i) Customer's license rights shall be limited to the evaluation of that Skydio Software, (ii) Customer shall not be required to pay a Fee for the evaluation of that Skydio Software and (iii) Skydio shall have the right to revoke the license to the Skydio Software at any time and for any reason.
- 7 **Updates.** The terms and conditions of this Agreement shall apply to all Updates or additional copies of the Skydio Software. Subject to the terms and conditions of this Agreement, including Customer's timely payment of all Fees due and owed to Skydio, Skydio will provide or make available to Customer, during the Support Term, Updates for Base Software, Mobile Apps and any Advanced Software that was enabled under the purchased Advanced Software Package on the Authorized Units. Notwithstanding any other provision of this Agreement, Customer has no license or right to use any Updates to the Advanced Software unless Customer holds a valid license to the Advanced Software and has paid any required Fees for such Advanced Software. Updates are solely provided on a "when-and-if-available" basis and as made generally available by Skydio to its customers. Customer shall promptly install any Updates that Skydio designates as required for the continued safe operation of Skydio Hardware or operation of any Advanced Software.
- 8 **Proprietary Notices.** Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Skydio Software in the same form and manner that such copyright and other proprietary notices are included on the Skydio Software.
- 9 **Intellectual Property.** Customer agrees that all worldwide patent, copyright and other intellectual property rights in the Product, and all copies of the Software however made (including copies pre-installed on the Skydio Hardware purchased by Customer) are the exclusive property of Skydio and its suppliers. All Skydio Software is licensed to Customer, not sold. All rights not expressly granted to Customer in this Agreement are reserved by Skydio and its suppliers. There are no implied licenses under this Agreement.
- 10 **Fees.** Skydio reserves the right to suspend and/or terminate access to the Skydio Software if any undisputed fees for Skydio Hardware or Software are past due. Such suspension or termination shall not relieve Customer from its obligation to pay all undisputed amounts.
- 11 **Third Party Software and Open Source Software.** The Skydio Software may include third party software, and open source software ("OSS"), and such software is provided under separate license terms.
 - 11.1 To the extent the licenses for any OSS requires Skydio to make available to Customer the corresponding source code included in the Skydio Software, Customer may obtain a copy of the applicable OSS source code by sending a written request to legal@skydio.com. The OSS license terms shall take precedence over this Agreement to the extent that this Agreement imposes greater restrictions on Customer than the applicable OSS license

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terms. Customer acknowledges receipt of notices for the Open Source Components for the initial delivery of the Skydio Software.

11.2 The use of third party software or applications, or the integration of such software or applications with the Skydio Software, (collectively, "**Third Party Applications**"), may result in Customer data or information being transferred to a third party. Skydio is not responsible for, and Customer agrees to hold Skydio harmless, for any data or information transferred to third parties in connection with your use of Third Party Applications.

12 **Commercial Item.** The Skydio Software and associated documentation are "commercial items" as defined at FAR 2.101 and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

13 **Term and Termination.** This Agreement is effective upon Skydio Software purchase, activation or download, as applicable, and shall continue until terminated.

13.1 **Paid License Term.** Each Advanced Software Package purchased hereunder shall have its own Skydio License Term. Each Skydio License Term shall have an initial term for the time period set forth on the Quote and that the Skydio License Term shall automatically extend for successive additional one (1) year renewal terms thereafter if any (subject to payment of the then-current applicable license fees for each such renewal term) unless either party give notice to the other of its intention not to renew the Skydio License Term at least thirty (30) days before expiration of the then-current initial or renewal term, as the case may be ("**Renewal Terms**"). If a Skydio License Term is not set forth in the Quote, each Skydio License Term shall have an initial term that commences upon the date of provisioning of the Skydio Software and expires one (1) year later; provided, however, that the Skydio License Term shall automatically extend per the Renewal Terms. Unless Skydio terminates this Agreement for breach by Customer, the perpetual licenses to use Base Software shall survive.

13.2 **Free or Trial License Term.** If you have obtained a license to a free version of the Skydio Software, then your license will continue until terminated in accordance with this Agreement. If you have obtained a trial license to the Skydio Software, then your license will continue for such time period as may be specified by Skydio with respect to such trial (and if no period is specified, for 30 days). Skydio may terminate a trial license at any time in its sole discretion.

13.3 **Termination.** Skydio may terminate Customer's license rights under this Agreement immediately without notice if Customer fails to comply with any terms of this Agreement or Customer fails to make any payment as required hereunder. In no event will termination relieve Customer of its obligation to pay any fees payable for Skydio Hardware or Software. Upon termination or expiration of this Agreement for any reason, Customer shall immediately cease using any Skydio Software and must destroy or return to Skydio all copies of the Skydio Software and associated documentation in its possession or control. The following sections shall survive the termination or expiration of this Agreement: Sections 1, 2(a), 2(b), 2(d), 4, 5 and 7-26.

14 **End of Life.** Skydio may discontinue the provision of any Skydio Software, support or Updates in its sole discretion in accordance with, and any licenses granted herein are subject to, Skydio Product End of Life Policy, which is available at <https://support.skydio.com/hc/en-us/articles/360057153714>, and is hereby incorporated by reference herein.



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15 **Limited Warranty.** The only warranty that Skydio provides with respect to any Skydio products or services is the written limited warranty statement provided with the products or services or as otherwise set forth at <https://skydio.com/warranty-terms> ("Limited Warranty").

16 **Limitations.** Any use of the Skydio Hardware and Software, including any reliance upon or use of any of the information generated thereby, shall be at Customer's and its authorized users' sole risk. Except as expressly set forth in the Limited Warranty and to the extent permitted by law, the Products are provided "as is" and "as available" without warranty of any kind (all of which are hereby disclaimed), whether express, implied or statutory, including the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty set forth in the Limited Warranty and by the provisions in this Agreement. Skydio'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 Skydio Products or any service will not exceed the amounts paid by Customer in the 12 months prior to the action giving rise to the liability. 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.

17 **Safety and Compliance.** Customer and Customer's authorized users agree to use the Skydio Hardware only in a manner that complies with all laws. Customer shall ensure that it and its authorized users operate product in accordance with the information and warnings set forth at <https://www.skydio.com/safety> (the "Safety and Operating Guide"). Customer acknowledges that improper operation of the unmanned aircraft systems may cause injury to persons or property. Customer shall at all times comply with all applicable local, state, national, and international laws and regulations related to the operation of unmanned aircraft systems in any territory of operation, including any applicable laws and orders with regard to privacy, pilot licensure, operating within visual line of sight (unless the Customer has received proper approval from a civil aviation authority waiving such limitation), detecting and avoiding other aircraft, and airspace restrictions (such as temporary flight restrictions issued by Federal Aviation Administration or other appropriate government agencies). Customer shall obtain and maintain all necessary licenses, consent, and authorizations of any kind necessary to operate unmanned aircraft systems.

18 **Feedback.** If Customer or Customer's authorized users send Skydio comments, suggestions, ideas, materials, notes, drawings, concepts or other information (collectively, "Submissions"), Customer and Customer's authorized users (as applicable) grant to Skydio a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to use, copy, modify, publicly display, publicly perform, distribute and otherwise exploit the Submissions. None of the Submissions shall be subject to any obligation of confidentiality on Skydio's part, and Skydio shall not be liable for any use or disclosure of any Submissions.

19 **Privacy.** Skydio shall, in providing the Products, comply with Skydio Privacy Policy to the extent that Customer provides Skydio with personally identifiable information.

20 **Mapbox Terms.** The Mobile App uses features and content provided by Mapbox, such as maps and locations on a map. Use of any such Mapbox features and content is subject to the then-current version of Mapbox's terms and privacy policy, which can be found at <https://www.mapbox.com/legal/tos/>, including the Mapbox Government Terms of Service, which can be found at <https://www.mapbox.com/legal/usg-tos>, and you hereby agree to comply with such terms. You can opt out of location telemetry reporting pursuant to such terms.

21 **Services.** In accordance with this Agreement, so long as Customer timely pays all amounts owed hereunder, Skydio shall render to Customer, during the applicable Skydio License Term of each Advanced Software Package purchased herunder, the support services consisting of: (a) providing Customer's named Administrators (defined below) with consultation in English, via telephone and email, during Skydio's normal business hours (9AM to 5PM PST) to assist in using the Advanced Software licensed under the Advanced Software Package; and (b) making reasonable efforts to

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correct any critical error in the Advanced Software that causes the Advanced Software to be inoperable ("Error"), all in accordance with Skydio's support policies published on its Website, as updated from time to time. Errors do not include, and Skydio has no obligation to correct, malfunctions caused in whole or in part by modification of Software, the operation of third-party products or the integration of Software with or into third-party products, improper installation of the Advanced Software or other Software, or the use of Software other than in accordance with the applicable specifications provided by Skydio. Support is only available for the current and single prior major release of Advanced Software. No other services are included under this Agreement.

22 **Administrators.** Customer shall designate up to three (3) of its employees to administer the Services on its behalf and serve as points of contact in communicating with us, as set forth in the applicable Confirmation or as otherwise agreed by the parties in writing ("Administrators"). If a person named as an Administrator leaves Customer's employ, Customer may designate another one of its employees to serve as Administrator to replace the departing employee.

23 **Indemnification.** Skydio will indemnify Customer's officers, directors, and employees ("Customer Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Customer Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Skydio under this Agreement, except to the extent of Customer's negligence or willful misconduct, or claims under workers compensation.

24 **IP Indemnification.** Skydio will indemnify Customer Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Skydio Products or services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Skydio with written notice of such claim, tender to Skydio the defense or settlement of such claim at Skydio's expense and cooperate fully with Skydio in the defense or settlement of such claim. Skydio's IP indemnification obligations do not apply to claims based on (a) modification of Skydio Products or services by Customer or a third-party not approved by Skydio; (b) use of Skydio Products and services in combination with hardware or services not approved by Skydio; (c) use of Skydio Products and services other than as permitted in this Agreement; or (d) use of Skydio Software that is not the most current release provided by Skydio.

25 **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Skydio Products; (b) breach of this Agreement or violation of applicable law by Customer or a Customer's authorized end user; and (c) a dispute between Customer and a third-party over Customer's use of Skydio Products.

26 **Export Sales and Export Controls.** Customer acknowledges that the Skydio Products, services and technology are subject to export controls under the laws and regulations of the United States (U.S.). Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Skydio Products, services and technology and shall obtain all required U.S. and local authorizations, permits, or licenses. Skydio and Customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations and licenses, and to take timely action to obtain all required supporting documentation.

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114 Hazel Ave.,
Redwood City, CA 94061
legal@skydio.com

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Axon Commander™ Software Appendix

5 **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license

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to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

- 6 **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
- 7 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 7.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 7.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 7.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 7.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 7.5 use trade secret information contained in Commander;
 - 7.6 resell, rent, loan or sublicense Commander;
 - 7.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 7.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
- 8 **Support.** Axon may make available updates and error corrections ("Updates") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
- 9 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



Axon Application Programming Interface Appendix

1 Definitions.

"**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"**Axon Evidence Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"**Use**" means any operation on Agency's data enabled by the supported API functionality.

2 Purpose and License.

- 2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4 Agency Responsibilities. When using API Service, Agency and its end users may not:

- 4.1 use API Service in any way other than as expressly permitted under this Agreement;
- 4.2 use in any way that results in, or could result in, any security breach to Axon;
- 4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9 make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

5 API Content. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

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Master Services and Purchasing Agreement between Axon and Agency (Online)

- 5.1 the design, structure and naming of API Service fields in all responses and requests;
- 5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
- 5.3 the structure of and relationship of API Service resources; and
- 5.4 the design of API Service, in any part or as a whole.

6 **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:

- 6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- 6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
- 6.3 misrepresent the source or ownership; or
- 6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 **API Updates.** Axon may update or modify the API Service from time to time ("API Update"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all deprecated API Service versions.



Advanced User Management Appendix

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("SCIM"), and (c) automate group creation and management through SCIM.
- 2 **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



Axon Channel Services Appendix

1 Definitions

"**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6 **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

- 7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 7.4 Ensure all appropriate data backups are performed;
- 7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
- 7.6 Notify Axon of any network or machine maintenance that may impact the performance of



Master Services and Purchasing Agreement between Axon and Agency (Online)

7.7 the Channel Services; and
Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



VIEVU Data Migration Appendix

- 1 **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("Migration"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("Migration SOW") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

- 2 **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any 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 the charges or schedule.
- 3 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 4 **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
- 5 **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration
- 6 **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

- 7 **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.
- 8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
- 9 **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.



Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
 - 2.1 A Full-Time ASE will work on-site four (4) days per week.
 - 2.2 Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
 - 2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration

- Assisting with assigning cameras and registering docks
- Maintaining Agency's Axon Evidence account
- Connecting Agency to "Early Access" programs for new devices

Account Maintenance

- Conducting on-site training on new features and devices for Agency leadership team(s)
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly meetings to cover current issues and program status

Data Analysis

- Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
- Comparing Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

- Providing on-site, tier 1 and tier 2 technical support for Axon devices
- Proactively monitoring the health of Axon equipment
- Creating and monitoring RMAs on-site
- Providing Axon app support
- Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

- Coordinating bi-annual voice of customer meetings with Axon's Device Management team
- Recording and tracking Agency feature requests and major bugs

- 3 **Regional ASE Scope of Services**

- 3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
- 3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
- 3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:



Master Services and Purchasing Agreement between Axon and Agency (Online)

Account Maintenance

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

Data Analysis

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

- 4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5 **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-353040-44515.629KP

Issued: 11/15/2021

Quote Expiration: 12/01/2021

EST Contract Start Date: 01/01/2022

Account Number: 162886

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-7760 S Quincy St 7760 S Quincy St Willowbrook, IL 60527-5532 USA	Willowbrook Police Dept. - IL 7760 S Quincy St Willowbrook, IL 60527-5532 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Phone: Email: rschalle@willowbrook.il.us Fax:

Program Length	54 Months
TOTAL COST	\$12,636.00
ESTIMATED TOTAL W/ TAX	\$12,636.00

Bundle Savings	\$0.00
Additional Savings	\$0.00
TOTAL SAVINGS	\$0.00

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1 (1/1/2022-6/30/2022)	Jan, 2022	\$1,404.00
Year 2	Jun, 2023	\$2,808.00
Year 3	Jun, 2024	\$2,808.00
Year 4	Jun, 2025	\$2,808.00
Year 5	Jun, 2026	\$2,808.00

BILLED ON FULFILLMENT

PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$0.00

Quote Details**Bundle Summary**

Item	Description	QTY
------	-------------	-----

USD

Category	Item	Description	QTY
----------	------	-------------	-----

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. 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 includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

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), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

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.

Signature

Date Signed

11/15/2021

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

Motion – Board Advice and Consent to Mayor’s Appointments to Fill Vacancies in the Plan Commission.

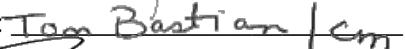
AGENDA NO. 5.g.

AGENDA DATE: 11/29/21

STAFF REVIEW: Brian Pabst, Village Administrator

SIGNATURE: 

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Frank A. Trilla, Mayor

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE:

YES NO N/A

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

The Mayor makes appointments to Village Commissions with the advice and consent of the Board of Trustees. A position on the Plan Commission has become available with the resignation of Commissioner James Soukup. It is the recommendation of the Mayor to have Ron Kanaverskis appointed as a member of the Village of Willowbrook Plan Commission. Mr. Kanaverskis served as a member of the Village of Willowbrook Park and Recreation Commission since July 9, 2001.

Please consider the following appointment to fill a vacancy in the Plan Commission is as follows:

Plan Commission – 4 Year Term (7 Members)

Candidate:
Ron Kanaverskis

Appointment Status:
Appointment

New Term Expires:
04/30/23

ACTION PROPOSED: Pass the Motion.

RONALD KANAVERSKIS

PROFESSIONAL EXPERIENCE

2000-2021	Park Commissioner Village of Willowbrook
November 2020 to present	Building and Grounds Consultant Union Ridge School, School District 86 Harwood Heights
1984-2018	Director of Buildings and Grounds Franklin Park School District 84 Franklin Park
1981-1983	Parks Foreman Niles Park District Niles
1973-1980	Bricklayer – Local 21 Elmhurst

PERSONAL EXPERIENCE

20+ year resident of Willowbrook's Rogers Farm neighborhood

Married, one son

U.S. Army Veteran Honorable Discharge 1969-1971

Education: High School diploma 1968
Continuing education courses related to professional career

VILLAGE OF WILLOWBROOK

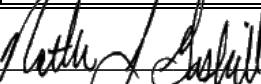
BOARD MEETING

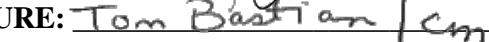
AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

An Ordinance Providing For The Levy Of Taxes For The Fiscal Year Commencing On May 1, 2021 And Ending April 30, 2022, Of The Village Of Willowbrook, DuPage County, Illinois

AGENDA NO. 6**AGENDA DATE: 11/29/21**

STAFF REVIEW: Nathan Gaskill, Interim Chief Financial Officer **SIGNATURE:** 

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

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

REVIEWED BY COMMITTEE: YES on October 11, 2021 NO N/A

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

At the October 11, 2021 Finance and Administration Committee meeting, staff presented the proposed \$77,441 tax levy for the Special Recreation levy, which funds certain ADA accessible park programs and projects.

Per 35 ILCS 200/18-60, the Village is required, not less than 20 days prior to the adoption of its aggregate levy, to determine the amounts of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, estimated to be necessary to be raised by taxation for that year upon the taxable property in its district. A Resolution estimating the tax to be levied was brought forth to the Village Board on October 25, 2021 and was approved at that meeting (21-R-69).

The 20-day waiting requirement to pass the ordinance to adopt the tax levy has now elapsed, and the attached ordinance must be adopted and filed with the County Clerk before the end of December.

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

The 2021 proposed tax levy is **\$77,441**. At this amount, the tax impact for a homeowner with a home market value of \$300,000 would be approximately **\$14.52**. This is a 3.54% increase from the prior year's levy, or \$2,647, and includes amounts planned for ADA accessibility at Village parks and the Community Resource Center. All tax collected is restricted to be used on special recreation activities.

Gateway membership	\$ 39,311
Staff costs	6,750
ADA Accommodations	6,500
Park Maintenance	4,880
Park Improvements	70,000
Less: Est. Reserve at 4/30/2022	<u>(50,000)</u>
Total	\$ 77,441

ACTION PROPOSED: PASS THE ORDINANCE

ORDINANCE NO. 21-O-_____

**AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR
COMMENCING ON MAY 1, 2021 AND ENDING APRIL 30, 2022, OF THE VILLAGE
OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS**

WHEREAS, this ordinance shall be designated and known as an ordinance providing for the "Levy Taxes for the Fiscal Year Commencing on May 1, 2021 and ending April 30, 2022; and

WHEREAS, on or about May 24, 2021, the corporate authorities of the Village of Willowbrook passed Ordinance No. 21-O-29, entitled "Annual Appropriation Ordinance Village of Willowbrook, DuPage County, Illinois for the Fiscal Year Beginning May 1, 2021 and Ending April 30, 2022"; and

WHEREAS, the corporate authorities of the Village of Willowbrook, by this Ordinance, desire to levy such taxes as are necessary to defray all expenses and liabilities for the fiscal year commencing May 1, 2021 and ending April 30, 2022.

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 Mayor and Board of Trustees of the Village of Willowbrook have and hereby do ascertain the total amount of appropriations legally made and all amounts deemed necessary to defray additional expenses and liabilities for all corporate purposes to be provided for by the levy of taxes for the fiscal year commencing May 1, 2021 and ending April 30, 2022, as follows:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ACCOUNT NUMBER	OBJECT AND PURPOSE FOR WHICH APPROPRIATIONS ARE MADE	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
<u>GENERAL CORPORATE FUND</u>		<u>EXPENDITURES</u>	
01-20-550-101	Salaries-Permanent Employees	\$63,850	\$6,750
01-20-590-518	ADA – Gateway Dues	\$78,620	\$39,311
01-20-590-519	ADA – Park Maintenance	\$9,760	\$4,880
01-20-590-520	ADA Accommodations	\$13,000	\$6,500
01-20-590-521	ADA Park Improvements	\$257,100	\$20,000

SECTION 2: That there be and hereby is levied a tax, pursuant to 65 ILCS 5/11-95-14, for the fiscal year commencing on May 1, 2021 and ending April 30, 2022, upon all property subject to taxation within the Village of Willowbrook, DuPage County, as such property is assessed and equalized for State and County purposes for the current year, the sum of \$77,441.00 for the purposes and the funds set forth in Section One of this Ordinance.

SECTION 3: That the Village Clerk be and the same is hereby directed to certify a copy of this Ordinance and file said certified copy with the County Clerk of DuPage County, within the time specified by law.

SECTION 4: There is hereby certified to the County Clerk of DuPage County, Illinois the sums aforesaid, constituting the total amount of \$77,441.00, which said total amount the Village of Willowbrook, DuPage County, Illinois, requires to be raised by taxation for the fiscal year May 1, 2021 to April 30, 2022 of said Village.

SECTION 5: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED and **APPROVED** this 29th day of November, 2021 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, Frank A. Trilla, do hereby certify that I am the duly qualified Mayor of the Village of Willowbrook, DuPage County, Illinois. I do further certify that the provisions of Sections 18-60 through 18-85 of the "Truth in Taxation Act" (35 ILCS 200/18-55 *et seq.*) are inapplicable to its 2021-2022 Tax Levy Ordinance, passed this 29nd day of November, 2021.

IN WITNESS WHEREOF, I hereunto affix my official signature at Willowbrook, Illinois, this 29nd day of November, 2021.

Frank A. Trilla, Mayor

(SEAL)

ATTEST:

Deborah A. Hahn, Village Clerk

STATE OF ILLINOIS)
)
) SS.
COUNTY OF DU PAGE)

CERTIFICATION

I, Deborah A. Hahn, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Willowbrook, DuPage County, Illinois, and as such Clerk I am the keeper of the records and files of the Village of Willowbrook. I do further hereby certify that the attached and foregoing is a true and complete copy of Ordinance No. 21-O-___ - an "Ordinance Providing for the Levy of Taxes for the Fiscal Year Commencing on May 1, 2021 and Ending April 30, 2022," of the Village of Willowbrook, as adopted by the Mayor and Board of Trustees of the Village of Willowbrook at its properly convened meeting held on the 29nd day of November, 2021, as appears from the official records of the Village of Willowbrook in my care and custody.

(SEAL)

Deborah A. Hahn, Village Clerk

VILLAGE OF WILLOWBROOK

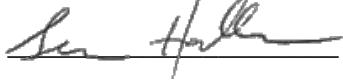
BOARD OF TRUSTEES MEETING AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE AMENDING TITLE 4 ENTITLED "MUNICIPAL SERVICES" OF THE VILLAGE CODE OF ORDINANCES BY ADDING THERETO CHAPTER 2 ENTITLED "COMMUNITY DEVELOPMENT DEPARTMENT"

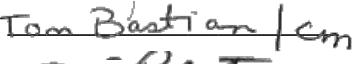
AGENDA NO. 7

AGENDA DATE: 11/29/2021

STAFF REVIEW: Sean Halloran, Assistant Village Administrator

SIGNATURE: 

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: 

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

The Village currently has two departments that manage the building permit process and planning functions: (1) Building and Zoning Department and the (2) Planning and Economic Development Department. In order to streamline the customer experience, staff is recommending consolidating the Departments into one Department, the Community Development Department. Staff analyzed neighboring towns and found that out of the 33 communities it surveyed, 29 had a Community Development department responsible for planning, building permit, and code enforcement functions. By combining two departments, the Village will increase communication and build efficient processes for residents and businesses.

With the creation of this new Department, staff is requesting a new position to the Village, the Community Development Director. This position will oversee planning, economic development, building permit process, and code enforcement operations. The new Community Development Director will manage third-party contractors, represent the Village at the Plan Commission, stay abreast of best practices, innovations, current trends, and new legislation involving how municipal community development-related services are provided. Lastly, the Village's expectation of this employee is to be entrepreneurial, customer-focused, and results-driven. Based on a market analysis of neighboring towns, the pay range for this position will be \$110,000 to \$130,000.

Attached is the formal Village job description for the newly created position of Community Development Director within the Community Development Department.

ACTION PROPOSED:

Pass the Ordinance.

ORDINANCE NO. 21-O-__

**AN ORDINANCE AMENDING TITLE 4 ENTITLED “MUNICIPAL SERVICES” OF
THE VILLAGE CODE OF ORDINANCES BY ADDING THERETO CHAPTER 2
ENTITLED “COMMUNITY DEVELOPMENT DEPARTMENT”**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that Title 4 entitled "Municipal Services" of the Village Code of Ordinances of the Village of Willowbrook, as amended, is hereby further amended by adding thereto Title 4, Chapter 2, entitled, "COMMUNITY DEVELOPMENT DEPARTMENT", to read as follows:

SECTION ONE.

4-2-1: COMMUNITY DEVELOPMENT DEPARTMENT:

4-2-2: OFFICE CREATED:

There is hereby created the Department of Community Development which shall be supervised and administered by the Director of Community Development, who shall be appointed by the Village Mayor with the advice and consent of the Board of Trustees.

4-2-3: DUTIES:

(A) It shall be the duty of the Director of Community Development to direct and coordinate the activities of the Department of Community Development in the enforcement of all Village ordinances relating to the construction and relating to zoning and promotion of community development through planning and, in addition to, performing such duties as may be prescribed by statute or Village ordinance, resolution or motion and as may be assigned by corporate authorities of the Village and as may reasonably be requested by the Village Administrator.

(B) The duties of the Director of Community Development shall also include managing, directing, and reviewing overall activities and operations for the Community Development Department. The Community Development Director is responsible for performing or assisting with all aspects of administration, planning, budgeting, directing, and supervising activities of the Department of Community Development, providing primary oversight of all planning, zoning, and land development. The Director of Community Development shall also assist in coordinating economic development,

stormwater and floodplain management, building permit processing, and code enforcement responsibilities. The Director of Community Development shall serve as the staff representative to the Plan Commission. In addition, the Director of Community Development will assist the Village Administrator and department managers through various projects, including the information technology, facility and communications functions; and provide highly responsible and complex administrative support to the Village Administrator; and responsive, courteous, and efficient service to Village residents and the public.

SECTION TWO. This Ordinance shall be in full force and effect from and after its passage and approval and publication in the manner provided by law.

PASSED and **APPROVED** this 29th day of November, 2021 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

COMMUNITY DEVELOPMENT DIRECTOR



DEPARTMENT: Community Development	WORK LOCATION: Village Hall	FLSA STATUS: Exempt
PAY GRADE LEVEL: Grade 12	PENSION: IMRF	UNION: Non-Union
REPORTS TO: Village Administrator	LEVEL OF SUPERVISION RECEIVED: General Guidance and Direction	LICENSE/CERTIFICATE: Illinois Class D Drivers' License

PURPOSE OF POSITION:

The duties of this position (**Community Development Director**) include managing, directing, and reviewing overall activities and operations for the Community Development department. The Community Development Director is responsible for performing or assisting with all aspects of administration, planning, budgeting, directing, and supervising activities of the Department. It provides primary oversight of all planning, zoning, and land development. This position will also assist in coordinating economic development, stormwater and floodplain management, building permit processing, and code enforcement responsibilities. The Director serves as the staff representative to the Plan Commission. This role will assist the Village Administrator and department managers through various projects, including the information technology, facility, and communications functions; and provide highly responsible and complex administrative support to the Village Administrator; and responsive, courteous, and efficient service to Village residents and the public.

The Community Development Director is expected to be entrepreneurial, customer-focused, collaborative, professional, results-oriented, technically knowledgeable, and a problem-solver with strong management and leadership skills. The Community Development Director must have a positive, forward-thinking perspective and a drive for continuous improvement through innovation and optimization of processes and procedures. The position performs other duties as assigned. The work is performed under the minimal supervision of the Village Administrator.

A Bachelor's degree is required. A Master's degree in public or business administration, related fields, or other post-graduate degrees is beneficial. A minimum of seven (7) years progressively responsible work experience in local government or an administrative or management position. Residency is not required.

JOB CONTEXT

The position of Community Development Director is the highest-ranking employee within the Community Development department. The Community Development Director reports directly to the Village Administrator. The position receives general direction from the Village Administrator and is expected to act independently while coordinating tasks and projects with various operating departments.

The following requirements are normal for this position. These are not to be construed as exclusive or all-inclusive. Because it is in the best interest of the taxpayers to receive services at the lowest possible cost, other tasks from time to time assigned shall be deemed to be included in this position description.

ESSENTIAL JOB FUNCTIONS AND RESPONSIBILITIES

- Provide high-level staff support to Village Administrator and perform research, draft correspondence, and manage programs as assigned.
- Determine strategic direction for Community Development Department based on an understanding of fundamental needs of the community.
- Direct the work of and manages staff and third-party contractors of the Department.
- Demonstrate strong leadership to develop and instill a more collaborative and customer-focused culture.
- Foster an attitude of helpfulness and transparency in the Department.
- Revisit the development process to streamline, consider efficiencies and improve the customer experience from the entitlement process through the building functions.
- Address critical areas to ensure projects are closed out and appropriately documented.
- Serve as primary liaison from the Department to the Village Board, Plan Commission, and community/business leaders.
- Research, recommend, develop, and implement policy and procedures for operational effectiveness.
- Monitor the Department's performance, services, resource availability, and staffing needs.
- Develop, recommend, and implement the annual departmental budget; forecast necessary funding for staff, equipment, material, and supplies.
- Supervise and/or update the Comprehensive Plan and other detailed planning efforts.
- Prepare recommendations for changes to the zoning ordinance, subdivision regulations, appearance code, and municipal code.
- Oversee public hearings schedule, make presentations and recommendations.
- Review complaints and ordinance violations; consult with the Village Administrator and Village Attorney to determine actions.
- Assist with the Village's economic development efforts and work with the Chamber of Commerce.
- Make personnel recommendations to Village Administrator as necessary (e.g., hiring, discipline, grievances, etc.).
- Respond to complex citizen inquires as needed and coordinate department actions/responses; investigate complaints by citizens, as necessary.

JOB REQUIREMENTS

Knowledge:

1. Thorough knowledge of laws, ordinances, and statutes under which municipal government operates.
2. Considerable knowledge of community programs as applied to municipal government.
3. Considerable knowledge of current developments, literature, and sources of information in municipal management.
4. Principles of rules and regulations governing Illinois, county and municipal budgetary planning, and control for financial reporting.
5. Leadership, motivational principles, management practices and procedures.
6. Using quantitative skills and performing qualitative analysis.
7. Working under pressure with frequent interruptions.
8. Making public presentations of Village material, recommendations, etc.
9. Knowledge of municipal planning, zoning, building code compliance, permitting processes, or an equivalent combination of education and experience.
10. Bachelor's degree in planning, public administration, business administration, or a related field. A Master's degree in planning, public administration, business administration, or other related field is desirable.
11. Have a demonstrated record of improving procedures, monitoring and measuring productivity, and providing timely information to citizens.
12. A desire to pursue best practices and innovative strategies and techniques.
13. Strong communication skills and demonstrated history as a pragmatic problem-solver who will help identify solutions and manage processes to facilitate effective policies and programs.
14. Be committed to excellent customer service and community engagement.
15. Be a skilled project manager able to oversee complex initiatives and ensure project completion.
16. Be able to build and maintain strong partnerships and relationships with stakeholders

Skills and Abilities:

1. Ability to organize, direct, and coordinate the operations of a municipal government.
2. Ability to work independently and to develop solutions to problems with minimal supervision.
3. Ability to communicate effectively, both orally and in writing.
4. Ability to establish and maintain effective working relationships with the Village Board, other public officials, employees, and the public.
5. Analyze complex matters.
6. Prioritize, plan, and schedule work.
7. Develop, set, and communicate performance standards to employees.
8. Quickly comprehend and analyze problematic situations and resolve issues timely and appropriately.
9. Communicate effectively verbally and in writing.
10. Establish successful working relationships with other employees, supervisors, and other departments.
11. Maintain confidentiality.
12. Manage multiple tasks and projects simultaneously and make public presentations.
13. Develop and maintain effective working relationships with Village officials, co-workers, subordinates, and members of the public.
14. Demonstrate a high degree of flexibility, creativity, and innovation in interacting with coworkers and the public to resolve issues.

JOB DESCRIPTION ACKNOWLEDGEMENT

POSITION TITLE:
Community Development Director

DATE RECEIVED:

I understand that nothing in this position description restricts this organization's right to assign or reassign duties and responsibilities to this job at any time. I also understand that this position description reflects the assignment of essential job functions; it does not prescribe nor restrict the tasks that may be assigned. I further understand that this position description may be subject to change at any time due to reasonable accommodation or other reasons.

I have reviewed this document and discussed its contents with the Village Administrator, and I fully understand the nature and purpose of this position description and its related duties.

EMPLOYEE SIGNATURE	PRINTED NAME
VILLAGE ADMINISTRATOR SIGNATURE	PRINTED NAME

VILLAGE OF WILLOWBROOK

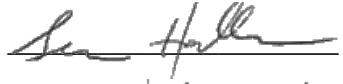
BOARD OF TRUSTEES MEETING AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE CREATING THE FULL-TIME EMPLOYMENT POSITION “RECREATIONAL SERVICES COORDINATOR” FOR THE VILLAGE OF WILLOWBROOK

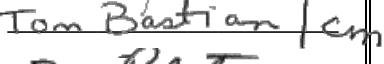
AGENDA NO. 8

AGENDA DATE: 11/29/2021

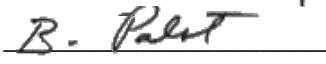
STAFF REVIEW: Sean Halloran, Assistant Village Administrator

SIGNATURE: 

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: 

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

The Village and the Burr Ridge Park District (BRPD) enjoy an intergovernmental agreement that allows Willowbrook residents to access the BRPD facilities and programs. This agreement also gives the BRPD the ability to manage several recreational programs. To further examine the previous agreement with BRPD that expired in 2018, staff analyzed Parks and Recreation services provided by the Village.

Parks and Recreation Services consist of the following four pillars:

1. Special Events
2. Recreational Programming
3. Maintenance and Repair
4. Long-term Capital Improvements

Below is a brief breakdown of existing services:

1. SPECIAL EVENTS - Village of Willowbrook (ASSISTANCE IS PROVIDED BY BRPD)

Below is a list of special events that take place in the Village:

- Easter Egg Hunt
- Halloween Pumpkin Fest
- Kite Fly Day
- Movie Nights
- Fishing Derby
- Touch a Truck
- Family Fishing Day
- Community Picnic
- Back to School Event
- Tree Lighting/Children’s Holiday Party

2. RECREATIONAL PROGRAMMING - Burr Ridge Park District/Village of Willowbrook

Below is a list of recreational programs:

- Club Programs
 - Bridge club
 - Chess club
 - Yoga club
- Tribute Programs
 - Tree planting/bench installation
- Sports
 - Baseball/Softball scheduling

3. MAINTENANCE AND REPAIR - *Village of Willowbrook*

- Equipment Repair
- Tree removal/planting/trimming
- Landscaping

4. LONG-TERM CAPITAL IMPROVEMENTS - *Village of Willowbrook*

NEXT STEPS:

To maintain costs and increase services, staff has started negotiations with the Burr Ridge Park District (BRPD) to update the expired contract from 2018 by expanding program offerings to include all recreational programs. Throughout the negotiations, the BRPD and staff agreed to have the Village take over all previously held programs from BRPD, effective immediately. To properly transition from BRPD and maintain these services, staff is proposing hiring a Recreational Services Coordinator. This employee will be hired as a full-time employee and will be responsible for managing and implementing all club programs, special events, intramural scheduling, and day-to-day operations of parks and recreational activities within the Village. The salary range for this position will range from \$50,000 to \$60,000 annually.

Regarding Maintenance and Repair, and Long-term Capital Improvements, staff will continue to maintain landscaping, trees, and park equipment within the Village of Willowbrook. However, Public Works staff will be required to maintain certification to inspect all park equipment every month.

Lastly, staff is proposing the Village expand recreational services for residents by providing community events within the Village. Currently, staff is estimating two to four events a year that the Village will manage. These events will range from Art in the Park, Taco Truck Fest and Brewfest. All events will be approved by the Board during the budget process.

Below is a highlight of the proposed agreement that staff will recommend at the December 20, 2021 Board of Trustees meeting.

	Existing	Proposed
Club Programs/Recreational Programming	Burr Ridge Park District	Village of Willowbrook/Consultant
Intramural Scheduling	Village of Willowbrook	Village of Willowbrook/Consultant
Special Events	Village of Willowbrook	Village of Willowbrook/Consultant
Park Maintenance	Village of Willowbrook	Village of Willowbrook
Capital Improvements	Village of Willowbrook	Village of Willowbrook/Consultant
*(NEW) Community Events	N/A	Village of Willowbrook/Consultant

Attached is the job description for the Recreational Services Coordinator.

ACTION PROPOSED:

Pass the Ordinance.

ORDINANCE NO. 21-O-__

**AN ORDINANCE CREATING THE FULL-TIME EMPLOYMENT POSITION
“RECREATIONAL SERVICES COORDINATOR” FOR THE VILLAGE OF
WILLOWBROOK**

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

SECTION ONE. There is hereby created the full-time employment position of Recreational Services Coordinator for the Village of Willowbrook.

SECTION TWO. The position of Recreational Services Coordinator shall be the highest-ranking employee within for parks and recreational activities. The Recreational Services Coordinator shall report directly to the Village Administrator. The Recreational Services Coordinator shall receive general direction from the Village Administrator, but must be able to act independently while interacting with other Village departments.

The duties of the Recreational Services Coordinator shall include managing, directing, and reviewing overall activities and operations for parks and recreational activities for the Village. The Recreational Services Coordinator is responsible for performing or assisting with all aspects of administration, planning, budgeting, directing, and supervising activities of the parks and recreational activities . This position is responsible for ensuring the Village meets the needs of the public by developing and improving club programs, recreational services, and park facilities. The Recreational Services Coordinator will also be responsible for providing leadership in the management of the park planning, capital development, communications functions; providing highly responsible and complex administrative support to the Village

Administrator; and responsive, courteous and efficient service to Village of Willowbrook residents and the general public.

ESSENTIAL JOB FUNCTIONS AND RESPONSIBILITIES OF RECREATIONAL SERVICES COORDINATOR:

- Provide high-level staff support to Village Administrator and perform research, draft correspondence, and manage programs as assigned;
- Determine strategic direction for parks and recreational services based on an understanding of fundamental needs of the community;
- Scheduling and organizing activities, such as special events, community events, and senior programming;
- Foster an attitude of helpfulness and transparency in the Village;
- Address critical areas to ensure projects are closed out and appropriately documented;
- Maintain program supervision with Recreational Supervisor to ensure highest quality service;
- Coordination of field trips and program transportation schedules/needs;
- Maintain open communication with program staff, parents, participants, and supervisor;
- Manage website newsletters;
- Prepare seasonal brochure information;
- Assist with program registration procedures;
- Serve as primary liaison for parks and recreational activities to the Village Board and community/business leaders;
- Research, recommend, develop, and implement policies and procedures for operational effectiveness;
- Develop, recommend, and implement the annual budget; forecasts necessary funding for staff, equipment, material and supplies;
- Respond to complex citizen inquiries as needed and coordinate actions/responses; investigate complaints by citizens, as necessary; and
- Such and other duties as may, from time-to-time, be assigned by the Village Administrator.

SECTION THREE. The appointment of the Recreational Services Coordinator shall be made by the Village Administrator with the advice and consent of the corporate authorities of the Village of Willowbrook.

SECTION FOUR. Paygrade Level:

The Recreational Services Coordinator shall be compensated at the pay grade level:
Grade 5.

SECTION FIVE. This ordinance shall be in full force from and after its passage, approval and publication as provided by law.

PASSED and **APPROVED** this 29th day of November, 2021 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

RECREATIONAL SERVICES COORDINATOR



DEPARTMENT: Village Administrator's Office	WORK LOCATION: Village Hall		FLSA STATUS: Exempt
PAY GRADE LEVEL: Grade 5	PENSION: IMRF		UNION: Non-Union
REPORTS TO: Village Administrator	LEVEL OF SUPERVISION RECEIVED: General Guidance and Direction		LICENSE/CERTIFICATE: Illinois Class D Drivers' License

PURPOSE OF POSITION:

The duties of this position (**Recreational Services Coordinator**) include managing and reviewing overall activities and operations for the parks and recreational services in the Village Administrator's Office. The Recreational Services Coordinator is responsible for performing or assisting with all aspects of administration, planning, budgeting, directing, and supervising activities of parks and recreational activities. This position is responsible for ensuring the Village meets the needs of the public by developing and improving club programs, recreational services, and park facilities. The Recreational Services Coordinator will also be responsible for providing leadership in the management of the park planning, capital development, communications functions; providing highly responsible and complex administrative support to the Village Administrator; and responsive, courteous, and efficient service to Village residents and the public.

The Recreational Services Coordinator is expected to be entrepreneurial, customer-focused, collaborative, professional, results-oriented, technically knowledgeable, and a problem-solver with solid management and leadership skills. The Recreational Services Coordinator must have a positive, forward-thinking perspective and a drive for continuous improvement through innovation and optimization of processes and procedures. Position performs other duties as assigned. The work is performed under the minimal supervision of the Village Administrator.

An Associate's degree or equivalent experience in Parks and Recreational services is required. A minimum of five (5) years progressively responsible work experience in recreational services is preferred. Residency is not required.

JOB CONTEXT

The position of Recreational Services Coordinator is the highest-ranking employee within for parks and recreational activities. The Recreational Services Coordinator reports directly to the Village Administrator. The position receives general direction from the Village Administrator and is expected to act independently while coordinating tasks and projects with various operating departments.

The following requirements are normal for this position. These are not to be construed as exclusive or all-inclusive. Because it is in the best interest of the taxpayers to receive services at the lowest possible cost, other tasks from time to time assigned shall be deemed to be included in this position description.

ESSENTIAL JOB FUNCTIONS AND RESPONSIBILITIES

- Provide high-level staff support to Village Administrator and perform research, draft correspondence, and manage programs as assigned.
- Determine strategic direction for the Village in terms of parks and recreation services based on an understanding of the community's fundamental needs.
- Schedule and organize activities, such as special events, community events, and senior programming
- Demonstrate strong leadership to develop and instill a more collaborative and customer-focused culture.
- Foster an attitude of helpfulness and transparency in the Village.
- Address critical areas to ensure projects are closed out and appropriately documented.
- Maintain program supervision with Recreation Supervisor to ensure highest quality service.
- Coordinate field trips & program transportation schedules/needs.
- Maintain open communication with program staff, parents, participants, and supervisor.
- Manage site newsletters.
- Prepare seasonal brochure information.
- Assist with program registration procedures.
- Serve as primary liaison for parks and recreational services to the Village Board and community/business leaders.
- Research, recommend, develop, and implement policy and procedures for operational effectiveness.
- Develop, recommend, and implement the annual budget; forecast necessary funding for staff, equipment, material, and supplies.
- Respond to complex citizen inquires as needed and coordinate actions/responses; Investigate complaints by citizens, as necessary.

JOB REQUIREMENTS

Knowledge:

1. Thorough knowledge of laws, ordinances, and statutes under which municipal government operates.
2. Considerable knowledge of community programs as applied to municipal government.
3. Principles of rules and regulations governing Illinois, county and municipal budgetary planning, and control for financial reporting.
4. Leadership and motivational principles.
5. Management practices and procedures.
6. Organizational and planning skills.
7. Working under pressure with frequent interruptions.
8. Making public presentations of Village material, recommendations, etc.
9. Knowledge of municipal planning, zoning, building code compliance, permitting processes, or an equivalent combination of education and experience.
10. Have a demonstrated record of improving procedures, monitoring and measuring productivity, and providing timely information to citizens.
11. A desire to pursue best practices and innovative strategies and techniques.
12. Strong communication skills and demonstrated history as a pragmatic problem-solver who will help identify solutions and manage processes to facilitate effective policies and programs.
13. Be committed to excellent customer service and community engagement.
14. Be a skilled project manager able to oversee complex initiatives and ensure project completion.
15. Be able to build and maintain strong partnerships and relationships with stakeholders

Skills and Abilities:

1. Ability to organize, direct, and coordinate the operations of a municipal government.
2. Ability to work independently and to develop solutions to problems with minimal supervision.
3. Ability to communicate effectively, both orally and in writing.
4. Ability to establish and maintain effective working relationships with the Village Board, other public officials, employees, and the public.
5. Analyze complex matters.
6. Prioritize, plan, and schedule work.
7. Develop, set, and communicate performance standards to employees.
8. Quickly comprehend and analyze problematic situations and resolve issues timely and appropriately.
9. Communicate effectively verbally and in writing.
10. Establish successful working relationships with other employees, supervisors, and other departments.
11. Maintain confidentiality.
12. Manage multiple tasks and projects simultaneously and make public presentations.
13. Develop and maintain effective working relationships with Village officials, co-workers, subordinates, and members of the public.
14. Demonstrate a high degree of flexibility, creativity, and innovation in interacting with coworkers and the public to resolve issues.
15. Express ideas clearly and effectively.

JOB DESCRIPTION ACKNOWLEDGEMENT**POSITION TITLE:**

Recreational Services Coordinator

DATE RECEIVED:

I understand that nothing in this position description restricts this organization's right to assign or reassign duties and responsibilities to this job at any time. I also understand that this position description reflects the assignment of essential job functions; it does not prescribe nor restrict the tasks that may be assigned. I further understand that this position description may be subject to change at any time due to reasonable accommodation or other reasons.

I have reviewed this document and discussed its contents with the Village Administrator, and I fully understand the nature and purpose of this position description and its related duties.

EMPLOYEE SIGNATURE	PRINTED NAME
VILLAGE ADMINISTRATOR SIGNATURE	PRINTED NAME

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE APPROVING A MINOR AMENDMENT TO ALLOW FOR THE INSTALLATION OF A DRIVE-IN DOOR AND LOADING IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

AGENDA NO. 9**AGENDA DATE:** 11/29/21**STAFF REVIEW:** Karen L. Stonehouse, Planning Consultant**SIGNATURE:***KL Stonehouse***LEGAL REVIEW:** Tom 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 (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY):**

The subject property is 1.735 acres in size and was originally part of the Willowbrook Executive Plaza, a subdivision approved by the Village of Willowbrook in 1975.

In 1988, the Applicant assembled Lots 31 and 32 of the Willowbrook Executive Plaza and processed an application for approval of a Planned Unit Development (PUD). Ordinance No. 88-0-23 granted a special use for the requested PUD and final PUD plat for Phase I.

Ordinance No. 89-0-46 amended the special use for a PUD, approved the Final Modified Plat for Phase I and Final Plat for Phase II and approved Final Plat of Subdivision.

Ordinance No. 97-0-26 amended the PUD and approved a Final Modified Plat for a parking deck and several deviations from the Zoning Code.

Ordinance No. 03-0-17 amended the PUD and approved a Final Modified Plat for a generator.

Ordinance No. 12-0-25 amended the PUD and approved a Major Change to allow a vocational trade school and a deviation from the minimum loading dock requirement.

Ordinance No. 13-0-15 amended the PUD and approved a Minor Change to allow uses similar to the trade school as long as sufficient parking was provided.

Ordinance No. 13-0-25 amended the PUD and approved a Minor Change amending the landscaping plan.

Ordinance No. 18-0-01 amended the PUD and approved a Final Modified Plat of Subdivision to allow for a single lot to be divided into three separate parcels

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

Consideration to approve an Amendment to a Planned Unit Development as a minor change under Section 9-13-4(C)6(b) to allow for the installation of a drive-in door and loading dock to meet the needs of a prospective tenant.

The Willowbrook Centre PUD is now almost 30 years old. While the PUD ordinance has been amended throughout the years, the size and location of the structures has been constant for decades. The approved PUD plan itself is not submitted for modification. The Applicant would like to make modifications to the building by adding loading improvements for the tenant space; although the building has a loading dock at present, it is not accessible by the western tenant space.

The minor amendment will be acted upon by the Village Board and does not require Plan Commission review and recommendation.

ACTION PROPOSED: Pass the Ordinance.



Village of Willowbrook

Staff Report to the Village Board

Village Board:

Receive/Vote Date November 29, 2021

Prepared By:

Karen L. Stonehouse, AICP, Planning Consultant

Case Title:

Zoning Case No. 21--07:
Willowbrook Centre Amendment #8 (7700 Griffin Way)

Petitioner:

John L. Stoetzel c/o Illinois Industrial Properties, Inc.
1801 N. Mill Street – Suite B
Naperville, IL 60563
And as authorized by:
Chicago Title as Trustee U/T/A dated 3-5-1998, Trust #123910-09

**Action Requested by
Applicant:**

Consideration to approve an Amendment to a Planned Unit Development as a minor change under Section 9-13-4(C)6(b) to allow for the installation of a drive-in door and loading dock to meet the needs of a prospective tenant.

Location:

7700 Griffin Drive, Willowbrook IL

PIN:

09-26-404-029

Existing Zoning:

M-1 with a Special Use Permit for a PUD

Existing Land Use:

Office/Warehouse

Property Size:

1.735 Acres

Surrounding Land Use:

	Use	Zoning
North	Construction CAD Solutions Inc.	M-1/Special Use
South	Interstate Electronics Company	M-1/Special Use
East	Datamation Document Scanning	M-1/Special Use
West	Existing Industrial	M-1/Special Use

Documents Attached:

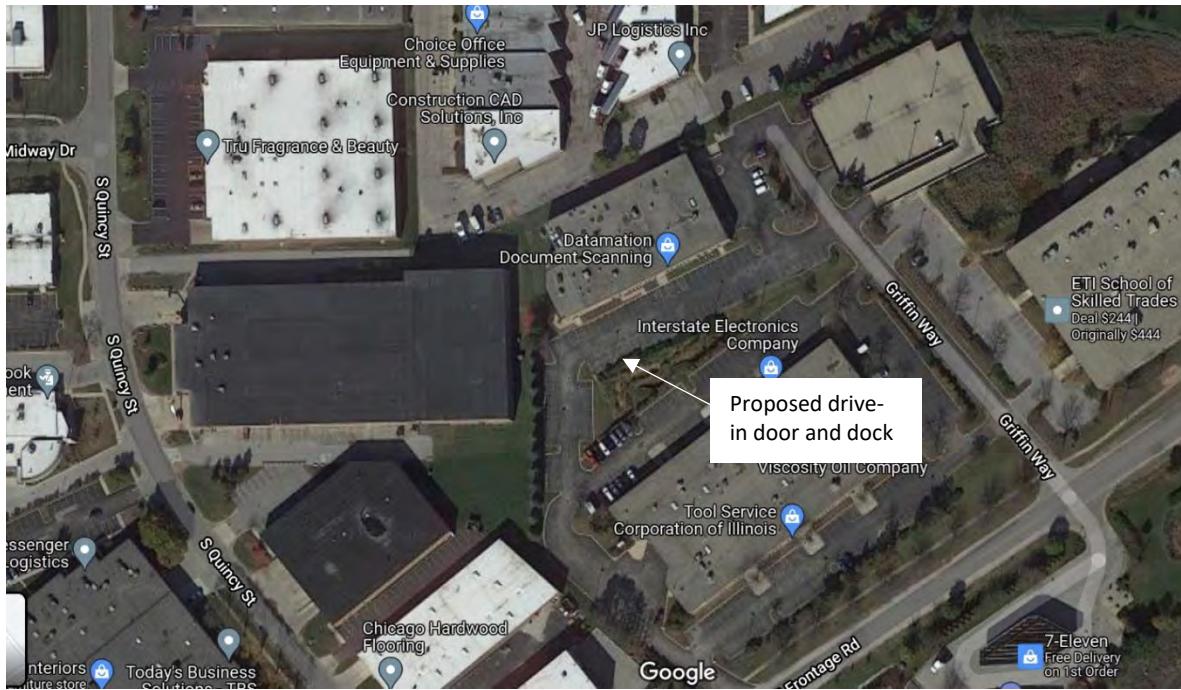
1. Letter of review from Tri-State Fire Protection District
2. Letter of review from Burke Engineering

**Necessary Action by
Village Board:**

Consideration of Attached Ordinance.

Site Description

The site is located north of the intersection of Quincy Street and Joliet Road, in an area of primarily light manufacturing and warehousing businesses.



LOCATION WITHIN WILLOWBROOK CENTRE

Aerial Source: <https://www.google.com/maps/@41.7481006,-87.9383178,284m/data=!3m1!1e3>



ARROW INDICATES LOCATION OF PROPOSED DRIVE-IN DOOR AND DOCK. LOOKING NORTHWARD FROM PARKING LOT.



Background and History

The subject property is 1.735 acres in size and was originally part of the Willowbrook Executive Plaza, a subdivision approved by the Village of Willowbrook in 1975. In 1988, the Applicant assembled Lots 31 and 32 of the Willowbrook Executive Plaza and processed an application for approval of a Planned Unit Development (PUD). Ordinance No. 88-0-23 granted a special use for the requested PUD and final PUD plat for Phase I. Ordinance No. 89-0-46 amended the special use for a PUD, approved the Final Modified Plat for Phase I and Final Plat for Phase II and approved Final Plat of Subdivision.

The prospective tenant for one of the two tenant spaces in the building at 7700 Griffin Way is Lincoln Electric, a major company specializing in arc welding, robotic welding systems, plasma and oxyfuel cutting equipment and brazing and soldering alloys. They would conduct training in the use of their equipment, requiring different types of machinery to be moved in and out of the building. The installation of the drive-in door and loading dock are necessary to move the equipment.

Development Request

John L. Stoetzel, c/o Illinois Industrial Properties, Inc., as authorized by property owner (Trust # 123910-09), is requesting approval for an amendment to the PUD to allow for the installation of a new drive-up door and loading dock within the parking area at the southwest corner of the one-story brick building at 7700 Griffin Way.

The loading area improvements will be configured in the same manner as the existing drive-in door and dock at the other end of the building. The building was designed as a two-tenant building but the existing tenant occupies space that does not allow for access by the prospective tenant (Lincoln Electric). A concrete retaining wall, measuring approximately 25' long and 6" to 42" high, new curb and gutter, and new sidewalk will be installed as indicated on submitted plans, which are attached as Exhibits to the approving Ordinance.

The minor amendment to the Willowbrook Centre PUD will be acted upon by the Village Board and does not require Plan Commission review and recommendation.

Staff Analysis

Appropriateness of Use

The installation of a drive-in door and dock is an appropriate improvement to the building in a light manufacturing area and facilitates the use of the tenant space by a new business in the Village. It does not conflict with the adopted PUD plan.

Traffic Flow & Access

The proposed loading improvements will not impact any public right-of-way and have been reviewed by the Tri-State Fire Protection District (see Attachment 1). The drive-in door location was shifted slightly to the southwest in the revised construction plans to accommodate the Fire Protection District's request.

The proposed drive-in door and dock will reduce the number of parking spaces for the building from 100 to 95. However, the number of parking spaces is still well above the Zoning Ordinance requirement of 78 spaces.

Wetlands/Stormwater Management

No change. Adequate facilities are provided to ensure that all drainage related issues are addressed. The proposed loading area improvements have been reviewed by the Village Engineer (see Attachment 2) to ensure that they do not conflict with any known existing utilities (e.g., watermain, sanitary sewer, storm sewer).



Summary of Relief Requested

No variations or relief are being requested nor recommended.

Staff Recommendation

Staff recommends the Village Board approve the minor change to the existing PUD subject to the plans attached to the approving Ordinance and described in the staff report dated November 29, 2021.



Attachment 1

Tri-State Fire Protection District Review Letter (2 page)

FOUNDED IN 1946



TRI-STATE
FIRE PROTECTION DISTRICT

236 SUNRISE AVENUE • WILLOWBROOK, ILLINOIS 60527 • (630) 323-6445

November 12, 2021

The Interior Design Group, LTD
Attn: Jessica Lies
750 Warrenville Road Suite 103
Lisle, IL 60532
630-348-0400

JLies@idgLTD.com
Rosemarie@ips-iip.com

RE: Site Plan Review
Lincoln Electric
7700 Griffin Way Unit A
Willowbrook, IL 60527

To whom it may concern,

We have received a copy of the site plans for the above listed project. After review, we find the plans to be in apparent compliance with applicable standards relative to fire prevention and life safety contingent upon the following stipulations:

1. Tri-State approves the dock location and the driveway for fire department access.
- An approved copy of the stamped site plan is returned with this letter.

Necessary inspections are to be performed along with any outstanding fees paid before occupancy is granted.

The Bureau of Fire Prevention has been asked to review the plans, specifications or other documents submitted to see if compliance has been made with the Fire Prevention Codes and Ordinances of the Tri-State Fire Protection District. Errors or omissions by representatives of the Bureau of Fire Prevention do not constitute permission to cancel, set aside or waive any provision of any applicable Code or Ordinance of the Tri-State Fire Prevention District. Approvals by the Bureau of Fire Prevention will be in writing only.

Sincerely,



Chris Drews
Plan Review Specialist
Bureau of Fire Prevention
cdrews@tristatefd.com
630-654-6284





Attachment 2
Engineer's Review Letter (1 page)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

November 17, 2021

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Karen Stonehouse

Subject: 7700 Giffin Way – FIRST REVIEW
(CBBEL Project No. 900144.H236)

Dear Karen:

As requested on November 10, 2021, we have reviewed the following documents associated with this project on behalf of the Village of Willowbrook:

- Proposed Engineering Plans prepared by Site Werks and revised November 9, 2021

The proposal is to construct a new overhead door with driveway apron, and new truck dock. We have no objection to the Village approving this project. Please note that the disturbed area and net new impervious area is below the threshold to provide any additional stormwater storage.

Please feel free to contact me at (847) 823-0500 should you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Daniel L. Lynch".

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

Cc Roy Giuntoli

ORDINANCE NO. 21-0

**AN ORDINANCE APPROVING A MINOR AMENDMENT TO ALLOW FOR THE
INSTALLATION OF A DRIVE-IN DOOR AND LOADING DOCK IN THE VILLAGE
OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, by Ordinance No. 88-0-23, the corporate authorities of the Village of Willowbrook approved a Special Use Permit for a Planned Unit Development in the M-1 Light Manufacturing District for property including 7700 Griffin Way; and

WHEREAS, from time-to-time, certain amendments were adopted to the Special Use Permit; and

WHEREAS, the applicant, John L. Stoetzel, c/o Illinois Industrial Properties, Inc., has petitioned the Village for a minor amendment to the Planned Unit Development in order to install a drive-in-door and loading dock to accommodate the needs of a prospective tenant; and

WHEREAS, Village staff has determined that, pursuant to Section 9-13-4(C)6(b) of the Zoning Code, the request is a minor amendment to the PUD Agreement and, therefore, such amendment may be approved by the corporate authorities of the Village without resorting to a public hearing by the Village Plan Commission.

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 proposed and submitted minor amendment to the Willowbrook Centre Planned Unit Development is hereby approved to install a drive-in-door and loading dock as depicted on Exhibit "A", attached hereto and made a part hereof.

SECTION 2. That the proposed construction plan, parking plan, demolition plan, and dock section and details are attached hereto as Exhibits A, B, C, and D, respectively, and legally described on Exhibit E, and are hereby approved subject to final approval by Village staff.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED and **APPROVED** this 29th day of November, 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”

EXHIBIT “B”

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USE. WE RECOMMEND THAT YOU SATISFY
YOURSELF REGARDING ACCURACY WITH ON
SITE MEASUREMENTS AND OBSERVATIONS.

GENERAL NOTES
1. GENERAL CONTRACTOR TO VERIFY
LOCATION OF UTILITIES AND EXISTING
CONDITIONS. NOTIFY ARCHITECT OF
CONSTRUCTION ACTIVITIES FROM THOSE
INDICATED ON DRAWINGS.
2. GENERAL CONTRACTOR TO VERIFY
DIMENSIONS DRAWING WITH
DIMENSIONS AT THE PROJECT. DO NOT
SCALE DRAWINGS.

ISSUE NO: ISSUE DATE:
DESCRIPTION:
ISSUE NO: ISSUE DATE:
DESCRIPTION:
ISSUE NO: ISSUE DATE: NOV. 05, 2021
DESCRIPTION: ISSUE FOR REVIEW

PROJECT:
LINCOLN
ELECTRIC
7700
GRIFFIN WAY
WILLOWBROOK,
IL. 60527
SHEET TITLE:
PARKING
PLAN
P-1

FOR NUMBER:
IL-PROP.SOL-WILLOWBK
DRAWN BY:
WIZ 79 DESIGN INC
CHECKED BY:
SMW
REVIEWED BY:
S. WISNIEWSKI
SCALE:
AS INDICATED
DATE:
NOV 5, 2021
© 2021 WIZ79design

EXISTING PARKING SPACES: 100
PROPOSED PARKING SPACES: 95

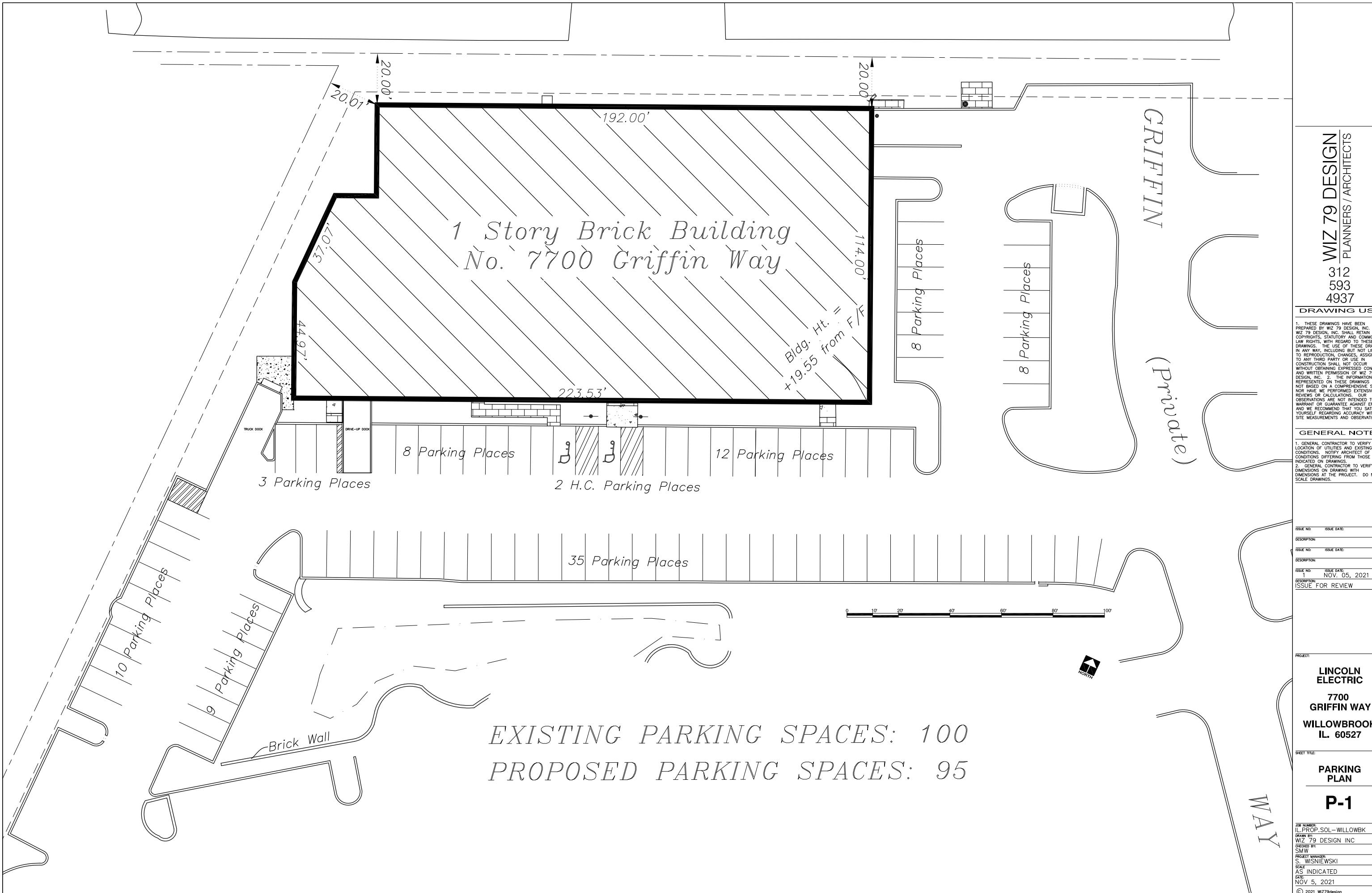


EXHIBIT “C”

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OBSERVATIONS ARE NOT INTENDED TO
REPRESENT THE EXACT CONDITIONS ON-SITE,
AND WE RECOMMEND THAT YOU SATISFY
YOURSELF REGARDING ACCURACY WITH ON
SITE MEASUREMENTS AND OBSERVATIONS.

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ISSUE NO: ISSUE DATE:
DESCRIPTION:
ISSUE NO: ISSUE DATE:
DESCRIPTION:
ISSUE NO: ISSUE DATE:
DESCRIPTION:
ISSUE NO: ISSUE DATE:
DESCRIPTION:

PROJECT:

LINCOLN
ELECTRIC
7700
GRIFFIN WAY
WILLOWBROOK,
IL. 60527

Sheet Title:

DEMOLITION
PLAN

A-1

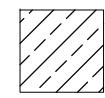
Job Number:
LPROP SOL-WILLOWBK DOCK
Drawn by:
WIZ 79 DESIGN INC
Checked by:
SMW
Project Manager:
S. WISNIEWSKI
Scale:
AS INDICATED
Date:
NOV. 05, 2021
© 2021 WIZ79design



LEGEND



PAVEMENT REMOVAL



VEGETATION/TOPSOIL
REMOVAL

0 5 10 15 20 25 FEET

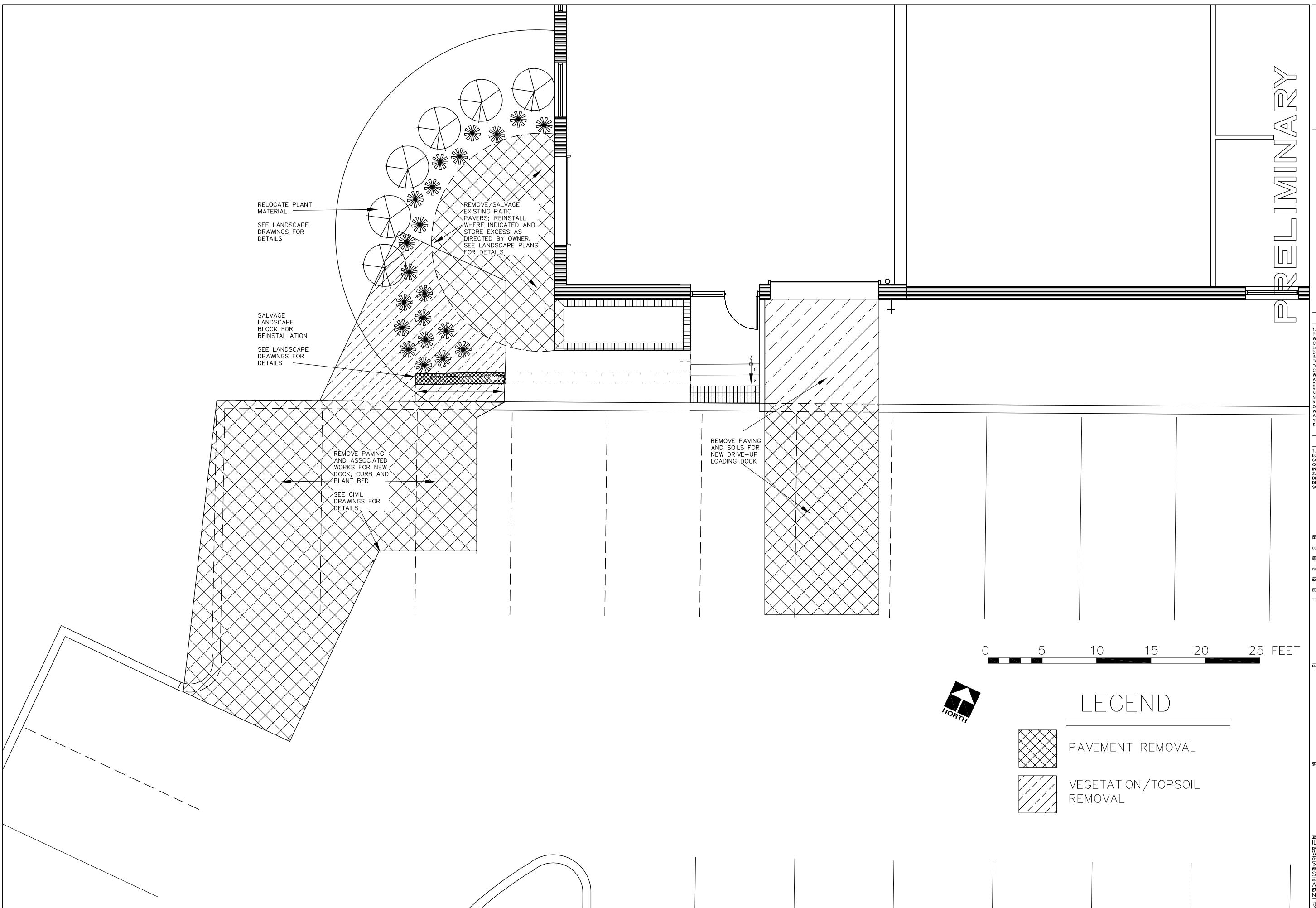
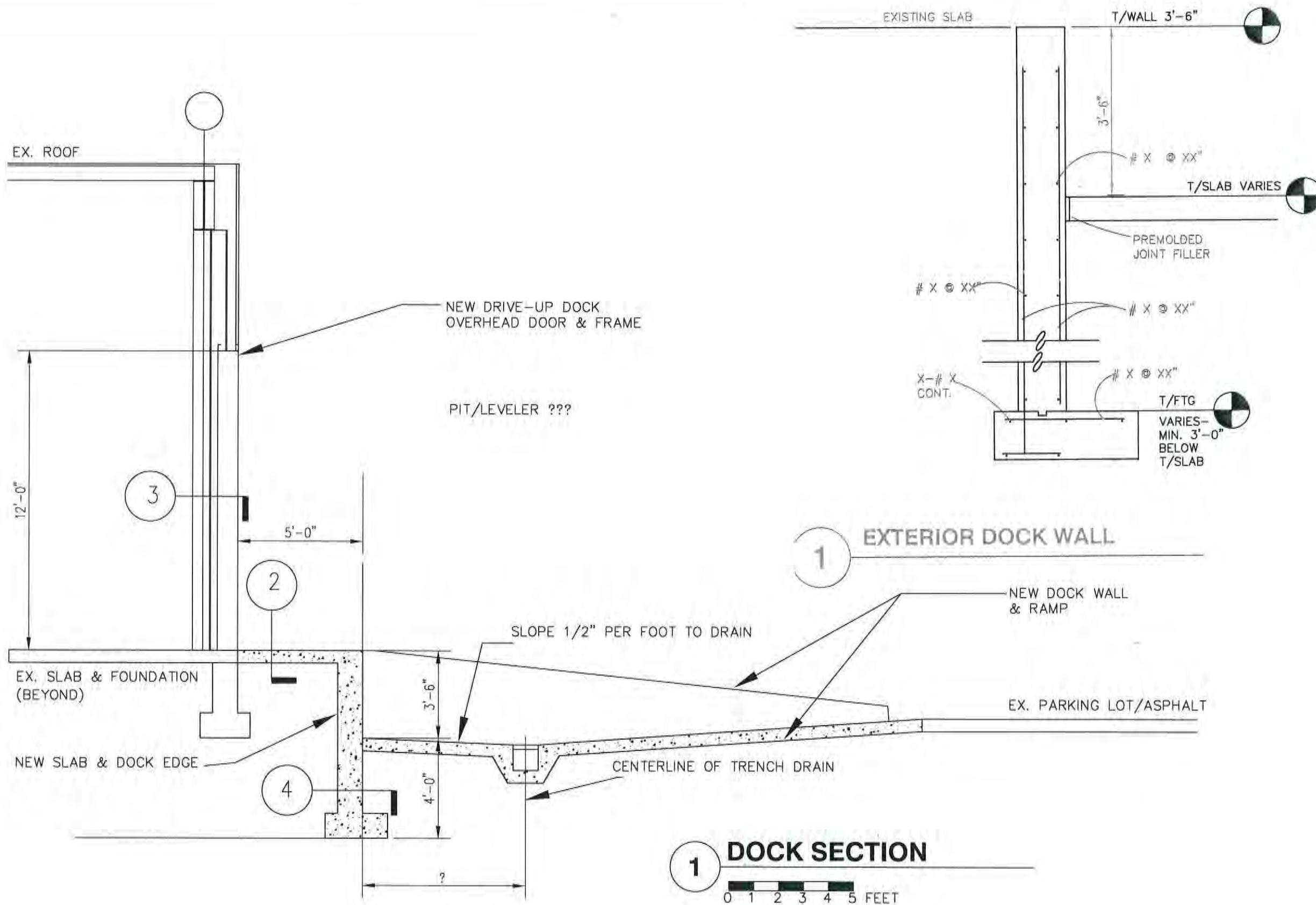


EXHIBIT “D”



WIZ 79 DESIGN
312 593 4937
PLANNERS / ARCHITECTS

312
593
4937

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NAME NO. NAME DATE
SUBSCRIPTION
NAME NO. NAME DATE
SUBSCRIPTION
NAME NO. NAME DATE
XXXXX
POSTAGE AND SUBSCRIPTION

PRICED:
**LINCOLN
ELECTRIC**
**7700
GRIFFIN WAY**
**WILLOWBROOK,
IL 60527**

DOCK SECTION & DETAILS

A4-1

200 NUMBER
IL. PROP. SOL - WILLOWBROOK DOCK
BROWN RV.
WIZ 79 DESIGN INC
CHIEFS RV.
SW
PROJECT MANAGER
SW
ROLE
AS INDICATED
DATE
NOV. 6 2021
SOL - WILLOWBROOK DOCK

EXHIBIT “E”

7700 Griffin Way

LEGAL DESCRIPTION

Lot 2 in Willowbrook Centre Resubdivision, being a Resubdivision of Part of the Southeast quarter of Section 26, Township 3 -9 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded April 24, 2018 as Document Number R2018-035107.