

## A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, SEPTEMBER 11, 2023 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

**Written Public Comments Can Be Submitted By 6:15 P.M. on September 11, 2023, to [aarteaga@willowbrook.il.us](mailto:aarteaga@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 - Board of Trustees Committee of the Whole Meeting August 28, 2023](#) (APPROVE)
  - c. [Minutes - Board of Trustees Regular Meeting August 28, 2023](#) (APPROVE)
  - d. [Warrants \\$492,716.03](#)
  - e. [PROCLAMATION - NATIONAL SUICIDE PREVENTION & ACTION MONTH PROCLAMATION](#) (RECEIVE)
  - f. [RESOLUTION NO. \\_\\_\\_\\_\\_ - A RESOLUTION APPROVING A LEGAL SERVICES ENGAGEMENT AGREEMENT WITH ELROD FRIEDMAN LLP TO PROVIDE LEGAL COUNSEL, ADVICE AND REPRESENTATION TO THE VILLAGE FOR MATTERS WITHIN THE BUSINESS DISTRICT AND TAX INCREMENT FINANCING DISTRICT](#) (PASS)
  - g. [ORDINANCE NO. \\_\\_\\_\\_\\_ - AN ORDINANCE AMENDING CHAPTER 3 ENTITLED "MISDEMEANORS" OF TITLE 5 ENTITLED "POLICE REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK](#) (ADOPT)

h. SCHOOL DISTRICT – CUSTODIAL SERVICES

- i. RESOLUTION NO. \_\_\_\_\_ – A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO A CONTRACT WITH MULTISYSTEM MANAGEMENT COMPANY TO PERFORM CUSTODIAL SERVICES AT VILLAGE OF WILLOWBROOK FACILITIES, GOWER WEST SCHOOL AND GOWER MIDDLE SCHOOL (PASS)
- ii. RESOLUTION NO. \_\_\_\_\_ – A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND GOWER SCHOOL DISTRICT 62 FOR CUSTODIAL SERVICES AT GOWER WEST SCHOOL AND GOWER MIDDLE SCHOOL (PASS)

NEW BUSINESS

- 6. RESOLUTION NO. \_\_\_\_\_ – A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN FLOCK GROUP, INC. AND THE VILLAGE OF WILLOWBROOK FOR THE INSTALLATION AND MAINTENANCE OF ADDITIONAL AUTOMATIC LICENSE PLATE READERS (PASS)
- 7. RESOLUTION NO. \_\_\_\_\_ – A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DECLARING THE LOWEST RESPONSIBLE PROPOSAL AND AWARDED A CONTRACT TO TILES IN STYLE, LLC D/B/A TAZA CONSTRUCTION FOR THE PROVISION AND INSTALLATION OF A SIX FOOT CHAIN LINK FENCE FOR THE MIDWAY PARK IMPROVEMENTS PROJECT (PASS)

PRIOR BUSINESS

- 8. TRUSTEE REPORTS
- 9. ATTORNEY'S REPORT
- 10. CLERK'S REPORT
- 11. ADMINISTRATOR'S REPORT
- 12. MAYOR'S REPORT
- 13. EXECUTIVE SESSION
- 14. ADJOURNMENT

MINUTES OF THE SPECIAL MEETING, COMMITTEE OF THE WHOLE, OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, AUGUST 28, 2023 AT 5:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank Trilla, Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Village Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Lauren Kaspar, Deputy Chief Benjamin Kadolph, and Public Works Foreman AJ Passero.

Absent: Village Clerk Deborah Hahn, Village Trustee Gregory Ruffolo, Chief Financial Officer Lora Flori, Deputy Clerk Christine Mardegan.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Director Kleefisch to lead everyone in saying the pledge of allegiance.

4. VISITOR'S BUSINESS

None present and no written comments were received.

5. ITEMS FOR DISCUSSION:

a. RECOMMENDATION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE INDIAN PRAIRIE PUBLIC LIBRARY

Administrator Halloran updated the Board on discussion he and Foreman Passero had with the Indian Prairie Public Library (IPPL) to create an Intergovernmental Agreement (IGA) for the Village to provide snow removal services.

The administrator referred to a map of the library site and identified the areas that would be the responsibility of the Village to shovel, de-ice and salt, including sidewalks and parking lots.

After assessing the costs for manpower and supplies, the cost for services that IPPL will pay to the Village is \$12,000.

Trustee Mistele wondered what figure was used to calculate the average

snowfall amounts. Administrator Halloran indicated that an average snowfall amount was not used, but rather the average amount of snowfall over the past five years.

The Board reached a consensus to move forward with the IGA.

b. RECOMMENDATION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TRI-STATE FIRE DISTRICT

Administrator Halloran stated that since July, staff has been working with the Tri-State Fire District (TSFD) to improve and expedite the permitting and inspection services processes. The TSFD is responsible for plan reviews and inspections that are fire-related in parts of the Village of Willowbrook, in addition to working with the Village of Burr Ridge and the City of Darien.

The goal of the IGA is to improve the communication process regarding status updates on the progress of the inspections and reviews. The current process is antiquated and slows turnaround times and creates inconsistent communication for employees, residents and businesses. The IGA would allow for both parties to access directly the others' software. This transparency should allow for more timely updates, quicker turnaround times for permit approval, and better overall communication.

Director Krol added that one of Tri-State's criteria before performing an inspection is a paid invoice from the permit seeker. Without access to the TSFD system, the Village staff is unable to determine whether an inspection has been performed or the actual status of the inspection, including any reasons for delay.

Trustee Neal applauded staff for moving forward with this type of information sharing. As other trustees remarked on the project, a consensus was reached to move forward with the IGA.

c. LANE COURT BRIDGE REPAIRS

Foreman Passero provided an outline of the condition and repair history of the Lane Court Bridge. Installed in 2002, the bridge has undergone all mandated inspections over the years.

The last extensive repairs were conducted in 2018, at which time annual inspections were recommended. During the June 2023 inspection by Christopher B. Burke Engineering, damage was identified for which staff was able to provide a temporary fix. Burke presented a detailed repair plan and generated a request for proposal. At the opening on August 22, one bid was received at a cost of \$116,160.

Administrator Halloran noted that this project was not budgeted in the

current fiscal year and that if the Board determines to move forward, staff will request a budget amendment of \$116,160 to fund the project in this fiscal year. Staff is also reviewing alternate repair methods and will present the findings to the Board at a later date.

The question was asked if there was a proposed completion time. Administrator Halloran indicated that, based on discussions with the contractors, he doubted whether the project could be completed within this fiscal year.

Further discussions were had regarding the cost of the project, the condition of the bridge, alternatives, e.g., replacement versus repair, and budgeting sources. The consensus of the Board was for staff to continue to review alternate scenarios for repair of the bridge and present the information at a later date.

#### d. ENFORCEMENT AGAINST UNREGULATED, UNLICENSED THC PRODUCTS

Chief Kaspar provided a background of unregulated THC products. With their increasing popularity, questions surrounding their safety have surfaced. Recent warnings from the Centers for Disease Control and Prevention (CDC), and the Food and Drug Administration (FDA) say delta-8, a THC-based product, is a potentially dangerous drug that's resulted in thousands of accidental poisonings.

Due to this, Illinois legislators have considered a further amendment of the Cannabis Regulation and Tax Act (CRTA). Chief Kaspar is asking the Board to consider amending the language of the Village's ordinances in regard to THC products to include prohibitions, remedies, exemptions and safety regulations.

Trustee Mistele asked if these enhancements would be handled as ordinance violations. Chief Kaspar indicated, yes, it would be handled similar to tobacco or business violations.

The Mayor asked where these products might be sold. Chief Kaspar responded, vape shops, tobacco shops, or gas stations. He followed up by asking whether THC products are currently being sold in Willowbrook. Chief Kaspar indicated they were.

The Mayor asked if there were any trustees who had any objections to moving forward with the ordinance. There were none.

#### e. DISCUSSION REGARDING THE USAGE OF THE COMMUNITY RESOURCE ROOM AT THE COMMUNITY RESOURCE CENTER

The Community Resource Room at the CRC, like the Village parks, can be available for public use. And like the parks, Administrator Halloran would

like to create some guidelines for the use of the room.

After reviewing other communities' guidelines, staff has drawn up some general guidelines regarding the uses of the room, services available in the use of the room, and is recommending a \$100 rental fee.

The question was asked whether the rental of the room would be restricted to official organizations or whether it could be rented for a party space. Administrator Halloran indicated that the intent is for meetings such as Homeowners' Associations (HOA), or government, political or non-profit community organizations.

As the question was raised, Administrator Halloran indicated that Parks and Recreation department programs would have priority in the use of the facility.

The Board agreed that staff should move forward with creating a rental agreement for use of the Community Resource Room by outside organizations.

#### 6. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adjourn the Special Meeting at the hour of 5:55 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2023.

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

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 28, 2023, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, and Gayle Neal, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Lauren Kaspar, Deputy Chief Benjamin Kadolph and Public Works Foreman AJ Passero.

ABSENT: Village Clerk Deborah Hahn, Trustee Greg Ruffolo and Deputy Clerk Christine Mardegan.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Police Commissioner Nicholos Azzo to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

Mr. Arteaga read the public comment received from residents Eric and Cathy Johnson on Monday, August 28 at 11:24 a.m. for the record.

*"Thank for presenting our questions at tonight's Village Board meeting..."*

*Regarding PARKING...it was down to a single lane to drive down Midway Drive this Weekend...why are cars allowed to park on both sides of Village streets like they did? Permanent NO parking signs and citation enforcement can stop dangerous practice that blocks driving through...while some will gladly use new lots...many will remain on side streets as like they have been doing...BRW should have their members park responsibly...*

*Still vehicles in Borse parking lot after dark*

*Still large group with loud music and party vehicles parking outside Borse pavilions...let us know if Village has issued permits...? It should be FOIA available...online*

*As large loud parties sans permits should be fined...it is not fair to permitted groups, Village taxpayers and Residents to wait late on a nice evening to walk to park*

*Still picking up park trash along 75th Street/Eleanor and putting in bins*

*Still walking our local, vaccinated, leashed DOG residents through park...where is ordinance to OK us*

*(We pay alot in TAXES to have to have to do work that you direct...)*

*Still Park restrooms UNLOCKED after park closed*

*It was GREAT to have Mr. Arteaga put out a social media/Next Door PSA during the heat wave of last week...our neighbors in Darien, Woodridge, Burr Ridge and especially HINSDALE...help THEIR COMMUNITIES with weather, traffic, crime and other invaluable info...why can't Willowbrook?*

*WE see cracked, weed overgrown, dead trees in park space...you need to MAINTAIN things after you have construction rip things out...permeable pavers will send oil, gas and toxins into water of Residents living around them...don't spend it all on pickleball mitigation...*

*We wonder...what is Village of Willowbrook's motto... "*

There were no visitors present at tonight's meeting.

5. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting August 14, 2023 (APPROVE)
- c. Warrants \$257,250.21
- d. MOTION - TRANSFER OF ARPA FUNDS (PASS)
- e. MOTION - A MOTION TO GRANT A ONE-DAY CLASS C SPECIAL EVENT LIQUOR LICENSE TO THE VILLAGE OF WILLOWBROOK FOR THE MUG RUN EVENT TO BE HELD AT BORSE MEMORIAL COMMUNITY PARK ON SATURDAY, SEPTEMBER 23, 2023. (PASS)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 6. MOTION - A MOTION RATIFYING APPOINTMENT OF NICHOLAS AZZO TO THE VILLAGE OF WILLOWBROOK BOARD OF POLICE COMMISSIONERS (PASS)



MOTION: Made by Trustee Davi and seconded by Trustee Mistele for Board Advice and Consent to Ratify Mayor's Reappointment Of Nicholas Azzo to Fill The Vacancy In The Board Of Police Commissioners Until April 30, 2025.

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

MOTION DECLARED CARRIED

7. RESOLUTION NO. 23-R-46 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AMENDMENT NUMBER 1 TO THAT CONSULTING AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND KIMLEY-HORN & ASSOCIATES, INC. (ADOPT)

Director Kleefisch thanked the Mayor, then discussed the development of the Midway Park Project. The original park concept plan was developed by Kimley-Horn & Associates at a cost of \$19,900.00 to include (1) Site furniture and materials selection, (2) Detailed site plan layout, (3) Preliminary landscape plan, (4) Estimate of probable construction costs, (5) Landscape architecture construction documents, and (6) Public meetings.

After public meetings, Kimley-Horn developed new plans based on resident feedback resulting in changes to the original contract and additional costs. With the cumulative cost of the contracts exceeding the signing authority of Administrator Halloran, staff would like to request approval of payment of \$16,000.00 for Amendment 1 from Kimley-Horn.

To avoid any further miscommunication with the contractor and to consolidate costs, the staff has a Request for Qualifications (RFQ) available for Phase II and III of the Borse Park Improvement projects.

Trustee Mistele asked if the information that was provided makes it seem like we may have the same situation for the Borse Park improvement. Is that correct? Administrator Halloran indicated that for Phase II and III of the Borse Park project, with the Request for Qualifications (RFQ) and additional safeguards, this situation should not occur.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution No. 23-R-46 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 23-R-47- A RESOLUTION APPROVING AND AUTHORIZING A MASTER SOFTWARE LICENSE AGREEMENT BY AND BETWEEN DACRA TECH, LLC AND THE VILLAGE OF WILLOWBROOK (ADOPT)

Mr. Arteaga told the Board the contract is for administrative adjudication software provided by DACRA Tech, LLC. Administrative

adjudication was discussed at the July 24<sup>th</sup> Committee of the whole meeting.

A Municipal Enforcement Adjudication Software RFP was released by Village staff on July 3<sup>rd</sup> with bids due on July 26<sup>th</sup>. Since no bids were received by the time of the bid opening, staff opted to proceed with DACRA Tech's quote provided on May 9<sup>th</sup>. The total annual cost to the Village will be \$18,000.

MOTION: Made by Trustee Neal and seconded by Trustee Davi to adopt Resolution No. 23-R-47 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION NO. 23-R-48- A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE AN AGREEMENT WITH PARVIN-CLAUSS SIGN COMPANY, INC. TO CONSTRUCT AND INSTALL POLICE TRAINING SIGNAGE (ADOPT)

Chief Kaspar stated that in fiscal year 2023-2024, the Board approved funding for several Capital Improvement Projects, including signage for the Police Department training room.

With the opening of the CRC, the training room is being used for more training, not only in-house, but in partnership with other local law enforcement jurisdictions.

Adding signage to the room will project a professional appearance. The original amount budgeted for this project was \$12,000. After modifications to the design and removal of unnecessary upgrades, staff were able to lower the proposed cost to \$3,784.00, resulting in a savings of \$8,216, significantly under budget.

Trustee Mistele wondered if during the training now being held in the room, the attendees experience the same acoustical and sound issues faced at Board meetings held in the room. Chief Kaspar indicated that, with the differences in the nature of the meetings or training being conducted, those issues do not come into play.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution No. 23-R-48 as presented.

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

MOTION DECLARED CARRIED

10. RESOLUTION NO. 23-R-49 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE PROPOSAL AND APPROVING AND ACCEPTING THE PURCHASE OF CERTAIN FIREARMS AND

RELATED EQUIPMENT FROM KIESLER POLICE SUPPLY, AT A COST NOT TO EXCEED \$15,443.08, INCLUDING TRADE-IN (ADOPT)

Chief Kaspar indicated that the last time the entire stock of department issued firearms was in 2006, although there have been some upgrades and trade-ins in the interim. The current stock includes a mixture of 9mm and .45 caliber weapons.

With the increasing popularity of 9mm firearms amongst department members, staff began researching the possibility of replacing the current .45 caliber firearms. The 9mm firearms are preferred because, with easier handling and less recoil, they give the officer more control in a stressful situation.

In the spring of 2023, staff began researching several makes, models, and calibers of firearms for purchase. In July of 2023, Kiesler Police Supply brought several firearms out for staff to test and fire. After a thorough demonstration of several firearms, all patrol officers were surveyed, and the majority agreed that the Glock Gen5 45 9mm pistol was the top choice for proficiency.

Staff then requested quotes from the only two dealers in Illinois that are authorized to sell Glock law enforcement firearms packages. The quotes included 32 firearms, holsters, optics, 5 training firearms, and the trade-in of the department's current firearms and any larger caliber ammunition that would no longer be needed. The original amount budgeted for fiscal year 23/24 for this project was \$100,000.00. After the decision to purchase Glock firearms, with a higher-than-expected trade-in value, and the removal of unnecessary upgrades, staff was able to lower the proposal cost to \$15,443.08, resulting in a savings of \$84,556.92, significantly under budget. The final cost also includes additional training that will benefit the department in the future.

Mayor Trilla asked if inviting all the officers out to try out the guns/weapons had ever been done. Chief Kaspar responded that no, it hadn't, not to this degree. The department was able to use one of the range days and a number of officers came out on their days off to try out the weapons.

Mayor Trilla thanked the Chief for her leadership in this by getting the department involved and saving residents a great deal of money.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution No. 23-R-49 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

11. TRUSTEE REPORTS

Trustee Neal thanked the Parks Department for their last Neighborhood Nights event on the 18th. There were approximately 49 people in attendance. The evening was well received, and the weather was beautiful.

Trustee Ruffolo was not present.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

12. ATTORNEY'S REPORT

Attorney Durkin had no report.

13. CLERK'S REPORT

Clerk Hahn was not present.

14. ADMINISTRATOR'S REPORT

Administrator Halloran had no report.

15. MAYOR'S REPORT

Mayor Trilla had no report.

16. EXECUTIVE SESSION

There is no need for an executive session this evening.

17. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adjourn the Regular Meeting at the hour of 6:54 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2023.

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Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

September 11, 2023

GENERAL CORPORATE FUND	-----	\$	270,584.98
WATER FUND	-----	\$	214,842.41
CAPITAL PROJECT FUND	-----	\$	6,920.00
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	368.64
TOTAL WARRANTS	-----	\$	492,716.03

Lora Flori, Director of Finance

APPROVED:  
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
09/11/2023	APCH	100746	3 CORNERS DG INC	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	50.00
09/11/2023	APCH	100748	ALANA RAY	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	50.00
09/11/2023	APCH	100749	AMERICAN LITHO	PRINTING & PUBLISHING	550-302	20	3,173.00
09/11/2023	APCH	100750	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - ADJUDICATOR	630-246	30	24,105.20
09/11/2023	APCH	100751	AREK STACHNIK	ACTIVE ADULT PROGRAM	590-517	20	123.75
09/11/2023	APCH	100752	ARTISTIC ENGRAVING	OPERATING EQUIPMENT	630-401	30	70.25
09/11/2023	APCH	100754#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	267.84
				PHONE - TELEPHONES	630-201	30	1,919.31
				CHECK APCHK 100754 TOTAL FOR FUND 01:			2,187.15
09/11/2023	APCH	100755	BEST OFFICIALS	COMMUNITY EVENTS	585-522	20	718.00
09/11/2023	APCH	100756	BRIGHTER ELECTRIC	MAINTENANCE - BUILDING	466-228	10	315.00
09/11/2023	APCH	100757	CAMEKA SMITH	PARK PERMIT FEES	310-814	00	200.00
09/11/2023	APCH	100760	CHOICE SCREENING	PERSONNEL RECRUITMENT	455-131	10	162.00
09/11/2023	APCH	100761	CHRISTOPHER L. SNIDER	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	50.00
09/11/2023	APCH	100762	CIVIC PLUS	INTERNET/WEBSITE HOSTING	460-225	10	5,512.50
09/11/2023	APCH	100763	COMCAST CABLE	INTERNET/WEBSITE HOSTING	640-225	30	235.71
09/11/2023	APCH	100764	COMED	RED LIGHT - COM ED	630-248	30	81.18
				RED LIGHT - COM ED	630-248	30	63.92
				RED LIGHT - COM ED	630-248	30	81.79
				CHECK APCHK 100764 TOTAL FOR FUND 01:			226.89
09/11/2023	APCH	100766	DANIEL BORNSTEIN	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	225.00
09/11/2023	APCH	100767	ELEMENT CONSULTING NETWORK	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	1,000.00
09/11/2023	APCH	100769*#	FALCO'S LANDSCAPING INC	STREET IMPROVEMENTS	765-685	35	41,220.00
09/11/2023	APCH	100770	FIRESTONE TIRE & SERVICE	MAINTENANCE - BUILDING	630-228	30	1,768.98
09/11/2023	APCH	100772	GBJ SALES, LLC	OPERATING SUPPLIES & EQUIPMENT	710-401	35	231.00
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	800.45
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	1,492.45
				CHECK APCHK 100772 TOTAL FOR FUND 01:			2,523.90

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
09/11/2023	APCH	100773*#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE	210-204	00	15,328.38
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	90.30
				LIFE INSURANCE - COMMISSIONERS	435-148	07	28.00
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	5,898.25
				LIFE INSURANCE - PLAN COMMISSION	510-340	15	93.10
				HEALTH/DENTAL/LIFE INSURANCE	550-141	20	2,594.18
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	40,232.88
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,841.87
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	5,876.09
				CHECK APCHK 100773 TOTAL FOR FUND 01:			73,983.05
09/11/2023	APCH	100774	GRAINGER	MAINTENANCE - BUILDING	630-228	30	704.59
				MAINTENANCE - BUILDING	630-228	30	71.19
				CHECK APCHK 100774 TOTAL FOR FUND 01:			775.78
09/11/2023	APCH	100775	H AND R CONSTRUCTION INC.	STREET IMPROVEMENTS	765-685	35	800.00
09/11/2023	APCH	100776#	HAYES MECHANICAL	MAINTENANCE - BUILDING	466-228	10	1,845.00
				MAINTENANCE - BUILDING	630-228	30	4,329.00
				CHECK APCHK 100776 TOTAL FOR FUND 01:			6,174.00
09/11/2023	APCH	100778	JUSTIN FRAIT	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	175.00
09/11/2023	APCH	100779	KAREN GRANT	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	75.00
09/11/2023	APCH	100780#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	455-315	10	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	810-315	40	150.00
				CHECK APCHK 100780 TOTAL FOR FUND 01:			600.00
09/11/2023	APCH	100781	LAURA BIZAURA	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	50.00
09/11/2023	APCH	100782	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	94.00
				FEES - VILLAGE ATTORNEY	470-239	10	22,248.73
				FEES - VILLAGE ATTORNEY	470-239	10	3.30
				FEES - VILLAGE ATTORNEY	470-239	10	1,738.00
				FEES - VILLAGE ATTORNEY	470-239	10	1,114.56
				CHECK APCHK 100782 TOTAL FOR FUND 01:			25,198.59
09/11/2023	APCH	100783	LOMAR CODE ENFORCEMENT	CODE ENFORCE INSPECTION	830-119	40	2,250.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
09/11/2023	APCH	100784	MEGAN SILKE	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	50.00
09/11/2023	APCH	100785#	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING	466-228	10	1,222.50
				MAINTENANCE - BUILDING	466-228	10	12,396.52
				MAINTENANCE - EQUIPMENT	570-411	20	640.00
				MAINTENANCE - BUILDING	630-228	30	1,222.50
				CHECK APCHK 100785 TOTAL FOR FUND 01:			15,481.52
09/11/2023	APCH	100786	NCPERS GROUP LIFE INSURANCE	EMP DED - SUPPLEMENTAL LIFE INSURANCE	210-213	00	32.00
09/11/2023	APCH	100787	NICHOLAS VOLEK	REIMB PERSONNEL EXPENSES	630-306	30	741.54
09/11/2023	APCH	100788	NICOR GAS	NICOR GAS (7760 QUINCY)	630-235	30	193.76
09/11/2023	APCH	100789	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	7,254.67
				CONSULTING SERVICES - IT	460-306	10	8,305.00
				CONSULTING SERVICES - IT	460-306	10	630.00
				CONSULTING SERVICES - IT	460-306	10	6,867.75
				CONSULTING SERVICES - IT	460-306	10	160.00
				CHECK APCHK 100789 TOTAL FOR FUND 01:			23,217.42
09/11/2023	APCH	100790	P.F. PETTIBONE & CO.	OPERATING EQUIPMENT	630-401	30	18.00
09/11/2023	APCH	100791	PAM ROHRBACHER	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	150.00
09/11/2023	APCH	100792	PHIL MRZLAK	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	125.00
09/11/2023	APCH	100793	PIONEER PRESS	FEES/DUES/SUBSCRIPTIONS	630-307	30	68.99
09/11/2023	APCH	100794	PIOTR OPACIAN	COMMODITIES	670-331	30	20.65
09/11/2023	APCH	100795	QUADIENT LEASING USA, INC.	POSTAGE & METER RENT	630-311	30	547.17
09/11/2023	APCH	100796*#	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	139.98
				OPERATING EQUIPMENT	630-401	30	1,342.40
				OPERATING EQUIPMENT	630-401	30	285.00
				OPERATING EQUIPMENT	630-401	30	15.00
				OPERATING EQUIPMENT	630-401	30	69.98
				OPERATING EQUIPMENT	630-401	30	355.35
				CHECK APCHK 100796 TOTAL FOR FUND 01:			2,207.71
09/11/2023	APCH	100797	READY REFRESH	OPERATING EQUIPMENT	630-401	30	176.38
09/11/2023	APCH	100798	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	119.45
				PRINTING & PUBLISHING	630-302	30	126.57



Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
CHECK APCHK 100798 TOTAL FOR FUND 01:							246.02
09/11/2023	APCH	100799	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	2,272.40
				BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	3,734.90
				CHECK APCHK 100799 TOTAL FOR FUND 01:		6,007.30	
09/11/2023	APCH	100800	SCHWEIZER EMBLEM COMPANY	OPERATING EQUIPMENT	630-401	30	388.32
09/11/2023	APCH	100801#	SEMMER LANDSCAPE	LANDSCAPE MAINTENANCE SERVICES	565-342	20	10,456.43
				ROUTE 83 BEAUTIFICATION	755-281	35	10,456.43
				CHECK APCHK 100801 TOTAL FOR FUND 01:		20,912.86	
09/11/2023	APCH	100802	STARVED ROCK LODGE	ACTIVE ADULT PROGRAM	590-517	20	550.00
09/11/2023	APCH	100803	STONE WHEEL, INC.	MAINTENANCE - BUILDING	630-228	30	10.80
09/11/2023	APCH	100804	SUSANA RUANO	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	50.00
09/11/2023	APCH	100806	TERRANCE PERKINS	PARK PERMIT FEES	310-814	00	200.00
09/11/2023	APCH	100807	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	200.00
09/11/2023	APCH	100808	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	216.21
09/11/2023	APCH	100809	TK ELEVATOR CORPORATION	MAINTENANCE - BUILDING	466-228	10	1,566.00
09/11/2023	APCH	100810	ULINE	CONTINGENCIES	490-799	10	1,328.90
09/11/2023	APCH	100812	WCS PHOTOGRAPHY	EMPLOYEE RECOGNITION	630-309	30	76.00
09/11/2023	APCH	100813	WEST CENTRAL MUNICIPAL CONF.	FEES/DUES/SUBSCRIPTIONS	710-307	35	575.00
09/11/2023	APCH	100815	ZABA LAW GROUP	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	200.00
09/11/2023	APCH	329(E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	146.20
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	140.40
				OFFICE SUPPLIES	610-301	25	12.99
				OFFICE SUPPLIES	630-301	30	378.86
				OPERATING EQUIPMENT	630-401	30	317.99
				OFFICE SUPPLIES	810-301	40	32.24
				CHECK APCHK 329(E) TOTAL FOR FUND 01:		1,028.68	
Total for fund 01 GENERAL FUND							270,584.98

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
09/11/2023	APCH	100747	ACLARA TECHNOLOGIES LLC	FEES DUES SUBSCRIPTIONS	401-307	50	500.00
09/11/2023	APCH	100753	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	736.00
09/11/2023	APCH	100758	CAR REFLECTIONS	VEHICLE MAINTENANCE	401-350	50	750.00
09/11/2023	APCH	100759	CARROLL CONSTRUCTION SUPPLY	STREET IMPROVEMENTS SERVICES	430-281	50	1,367.38
				STREET IMPROVEMENTS SERVICES	430-281	50	98.73
				CHECK APCHK 100759 TOTAL FOR FUND 02:			1,466.11
09/11/2023	APCH	100765	COMMERCIAL TIRE SERVICE, INC	VEHICLE MAINTENANCE	401-350	50	495.62
09/11/2023	APCH	100768	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	200.00
09/11/2023	APCH	100769*#	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	6,000.00
				SPOILS HAULING SERVICES	430-280	50	5,500.00
				SPOILS HAULING SERVICES	430-280	50	4,000.00
				SPOILS HAULING SERVICES	430-280	50	3,500.00
				CHECK APCHK 100769 TOTAL FOR FUND 02:			19,000.00
09/11/2023	APCH	100771	FLEETPRIDE TRUCK & TRAILER PARTS	VEHICLE MAINTENANCE	401-350	50	39.58
09/11/2023	APCH	100773*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,105.92
				HEALTH/DENTAL/LIFE INSURANCE	401-141	50	4,695.62
				CHECK APCHK 100773 TOTAL FOR FUND 02:			5,801.54
09/11/2023	APCH	100777	HINSDALE NURSERIES, INC.	STREET IMPROVEMENTS SERVICES	430-281	50	2,071.00
				STREET IMPROVEMENTS SERVICES	430-281	50	(89.00)
				CHECK APCHK 100777 TOTAL FOR FUND 02:			1,982.00
09/11/2023	APCH	100805	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,255.90
				STREET IMPROVEMENTS SERVICES	430-281	50	1,022.00
				CHECK APCHK 100805 TOTAL FOR FUND 02:			5,277.90
09/11/2023	APCH	100811	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50	579.52
				POSTAGE & METER RENT	401-311	50	865.38
				CHECK APCHK 100811 TOTAL FOR FUND 02:			1,444.90
09/11/2023	APCH	100814	WEST SIDE TRACTOR SALES	VEHICLE MAINTENANCE	401-350	50	135.77
09/11/2023	APCH	330 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	177,012.99

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
				Total for fund 02 WATER FUND			214,842.41

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
09/11/2023	APCH	100796*#	RAY O'HERRON CO., INC.	PUBLIC WORKS VEHICLE	600-316	55	6,920.00
				Total for fund 10 CAPITAL PROJECT FUND			6,920.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
09/11/2023	APCH	100773*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	368.64
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			368.64
TOTAL - ALL FUNDS							492,716.03

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

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



**Hope For The Day's  
National Suicide Prevention & Action Month Proclamation (N.S.P.A.M.P.)**

**WHEREAS;**

With September being recognized as "Suicide Awareness Month," the National Suicide Prevention & Action Month Proclamation was created to raise the visibility of mental health and proactive suicide prevention resources in our community. We also want to start the conversation, destigmatize it, and help connect people with the appropriate support services; and

**WHEREAS;**

According to the American Foundation for Suicide Prevention (A.F.S.P.), suicide is the second leading cause of death among individuals between the ages 10 and 34 with more than 48,000 people dying by suicide annually in the United States; and

**WHEREAS;**

According to Hope For The Day (H.F.T.D.), with an average of 132 suicides completed daily and each one directly impacting 100 additional people, including friends, service members, family, social media connections, and neighbors we can safely assume everyone has been impacted by suicide;

**WHEREAS;**

Village of Willowbrook, in the state of Illinois publicly places its full support behind those who work in the field of mental health, education, and law enforcement; and

**WHEREAS;**

We encourage all residents to take time to understand mental health through education and recognize that we need to take care of our mental health while we take care of each other.

**NOW, THEREFORE,**

be it resolved that I, Frank Trilla, Mayor of the Village of Willowbrook, do hereby proclaim the month of September 2023 as National Suicide Prevention & Action Month in the Village of Willowbrook.



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Frank Trilla, Mayor



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## BOARD OF TRUSTEES MEETING

<b>AGENDA ITEM NO: 5.f.</b>  <b>SUBJECT:</b> A RESOLUTION APPROVING A LEGAL SERVICES ENGAGEMENT AGREEMENT WITH ELROD FRIEDMAN LLP TO PROVIDE LEGAL COUNSEL, ADVICE AND REPRESENTATION TO THE VILLAGE FOR MATTERS WITHIN THE BUSINESS DISTRICT AND TAX INCREMENT FINANCING DISTRICT	<b>DATE:</b> September 11, 2023
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### STAFF REPORT

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Sean Halloran, Village Administrator  
**THROUGH:** Sean Halloran, Village Administrator

### PURPOSE AND ACTION REQUESTED

Staff is seeking approval to enter into a contract with Elrod Freidman for legal services.

### BACKGROUND/SUMMARY

Since 2022, Village staff has used Elrod Freidman for legal services, specifically for the implementation of the Tax Increment Financing District and legal matters pertaining to the Business District. In 2023, staff has continued to use Elrod Friedman for the first TIF meeting and for ongoing matters within the Business District

Per the procurement policy, the Village Administrator's spending authority is \$20,000. While the Village has not spent that amount as yet, staff would like to be proactive and ask for authority to enter into a contract with Elrod Freidman regarding these services.

### FINANCIAL IMPACT

The expenses for these services will be covered by the General Fund and through the Business District's legal fees accounts.

### RECOMMENDED ACTION:

Staff recommends entering into a contract with Elrod Friedman for these services.

**RESOLUTION NO. 23 R-\_\_\_\_\_**

**A RESOLUTION APPROVING  
A LEGAL SERVICES ENGAGEMENT AGREEMENT WITH ELROD  
FRIEDMAN LLP TO PROVIDE LEGAL COUNSEL, ADVICE AND  
REPRESENTATION TO THE VILLAGE FOR MATTERS WITHIN THE  
BUSINESS DISTRICT AND TAX INCREMENT FINANCING DISTRICT**

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**WHEREAS**, Section 3.1-30-5 of the Illinois Municipal Code (65 ILCS 5/3.1-30-5) authorizes the Mayor, by and with the advice and consent of the Board of Trustees, to appoint attorneys to represent the Village; and

**WHEREAS**, the Mayor, with the advice of the Board of Trustees of the Village, has determined that is necessary, proper and in the best interest of the Village to approve a legal services engagement agreement with Elrod Friedman LLP to provide legal services to the Village of Willowbrook solely in connection with the representation of the Village within the Tax Increment Financing District and the Business District.

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

**SECTION 1:** The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

**SECTION 2:** It is hereby determined that it is advisable, necessary and in the public interest that the Village approve a certain Legal Services Engagement Agreement with Elrod Friedman LLP, to provide legal services to the Village solely regarding the representation of the Village in the Lawsuit, upon the terms and conditions set forth in a certain Legal Services Engagement Agreement attached hereto as Exhibit “A” and made a part hereof.



**SECTION 3:** That certain Legal Services Engagement Agreement, attached hereto as Exhibit “A” and made a part hereof, is hereby approved, and the Mayor be and is hereby authorized and directed to execute, on behalf of the Village, said Legal Services Engagement Agreement.

**SECTION 4:** This resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 11<sup>th</sup> day of September, 2023, by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

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

**EXHIBIT “A”**

**Legal Services Engagement Agreement with Elrod Friedman LLP**

Peter M. Friedman  
312.528.5192  
[peter.friedman@elrodfriedman.com](mailto:peter.friedman@elrodfriedman.com)

August 25, 2023

Sean Halloran  
Village Administrator  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

**Re: Elrod Friedman LLP Engagement  
TIF and Business District Matters**

Dear Sean:

Thank you for retaining Elrod Friedman LLP to represent the Village in various TIF and Business District matters and disputes. We look forward to serving the Village's needs on these matters. Our engagement on these matters began on May 18, 2023.

The purpose of this letter is to confirm our engagement as counsel and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Attached to this letter are our firm's standard terms of engagement. Please review these terms of engagement and let me know if you have any questions concerning our policies.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning a pdf of this letter to me by email.

Sincerely,



Peter M. Friedman

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**VILLAGE OF WILLOWBROOK**

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

Its: \_\_\_\_\_

## *ELROD FRIEDMAN LLP*

### *TERMS OF ENGAGEMENT*

We appreciate your decision to retain Elrod Friedman LLP as your legal counsel.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

#### ***Confidentiality and Related Matters***

As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Of course, as a governmental entity, the Village is subject to various "sunshine" laws, such as the Freedom of Information Act and the Open Meetings Act, which require certain information and activities to be accessible to the public. To the extent that we obtain any information from the Village or its officers, officials, and employees that is not subject to disclosure under applicable laws or that is not otherwise obtained in a public forum, we will treat such matters as confidential. On the other hand, if we obtain information in the course of our representation of the Village and

such information would be obtainable under applicable law by members of the public, such information would not be confidential and could be disclosed to others. We will, of course, adhere to these same information disclosure principles with our other governmental and private sector clients.

### ***Legal Fees***

Our fees for services will be determined as described in the following paragraphs.

We will perform our services to the Village on a straight hourly basis. The calendar year 2022 hourly rate of certain of our attorneys who are expected to render services to the Village are included as Attachment A to these Terms of Engagement. These rates represent a substantial discount from our standard hourly rates and are reserved only to our governmental clients for whom we serve as general counsel. The billing rates will be evaluated for adjustment by our firm annually. You will be notified of any hourly rate and retainer adjustment in January of each calendar year. Billing rate adjustments will be effective on January 1 of each calendar year.

### ***Disbursements***

In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, outsourced photocopying, certification, and registration fees charged by governmental bodies.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

### ***Billing***

We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

It is the firm's policy that if an invoice remains unpaid for more than 120 days, absent extraordinary circumstances and subject to legal ethics constraints, we have the right to withdraw from this engagement, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

### ***Questions About Our Bills***

We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

### ***Relationships with Other Clients***

During our engagement, we may be asked to represent a client with respect to interests that are adverse to yours. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Elrod Friedman LLP personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

### ***Termination***

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

\* \* \* \* \*

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

**ATTACHMENT A**  
**ELROD FRIEDMAN LLP**

**Hourly Billing Rates Effective 1/1/2023 to 12/31/2023\***

**Attorneys Available to Serve  
THE VILLAGE OF WILLOWBROOK**

<b>Name</b>	<b>Title</b>	<b>2023 Standard Rates</b>	<b>2023 Government Discounted Rates</b>
Steven M. Elrod	Partner	\$795	<b>\$390</b>
Peter M. Friedman	Partner	\$795	<b>\$390</b>
Hart M. Passman	Partner	\$755	<b>\$375</b>
Benjamin L. Schuster	Partner	\$750	<b>\$335</b>
Gregory T. Smith	Partner	\$750	<b>\$335</b>
Stewart J. Weiss	Partner	\$610	<b>\$310</b>
Kelley A. Gandurski	Partner	\$610	<b>\$310</b>
Brooke D. Lenneman	Partner	\$610	<b>\$310</b>
Caitlyn R. Culbertson	Attorney	\$575	<b>\$285</b>
Marcus E. Martinez	Attorney	\$570	<b>\$280</b>
Courtney P. Willits	Attorney	\$535	<b>\$265</b>
Hannah R. Saed	Attorney	\$385	<b>\$235</b>
Megan R. Cawley	Of Counsel	\$490	<b>\$245</b>
Kelsea N. Nolot	Law Clerk	\$385	<b>\$235</b>
Kevin J. McDermott	Paralegal	\$310	<b>\$200</b>

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\* Rates subject to change effective January 1<sup>st</sup> of each year.



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## BOARD OF TRUSTEES MEETING

<b>AGENDA ITEM NO: 5.g.</b> <b>SUBJECT:</b> AN ORDINANCE AMENDING CHAPTER 3 ENTITLED “MISDEMEANORS” OF TITLE 5 ENTITLED “POLICE REGULATIONS” OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK	<b>DATE:</b> September 11, 2023
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### STAFF REPORT

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Lauren Kaspar, Chief of Police  
**THROUGH:** Sean Halloran, Village Administrator

### PURPOSE AND ACTION REQUESTED

Staff are asking for approval of an amendment to the Village Code to ensure proper language exists regarding the enforcement of unregulated, unlicensed THC products.

### PREVIOUS ACTION TAKEN

At the August 28, 2023 Committee of the Whole meeting, the Board provided positive direction regarding this ordinance.

### BACKGROUND/SUMMARY

The Illinois House of Representatives considered a further amendment under the Cannabis Regulation and Tax Act (CRTA) this past spring. This amendment and further enhancement package were part of the regulatory framework for unlicensed THC products to protect the public health and safety, prevent consumer confusion, and ensure that all cannabis products in Illinois are subject to consumer safety, age verification, testing, and purposeful tax reinvestment as required under the Cannabis Regulation and Tax Act (CRTA).

One of the primary hallmarks of the Cannabis Regulation and Tax Act is consumer protection. Appropriately, the Act already contemplates civil enforcement authority for unlicensed activity. Currently, however, enforcement authority for unlicensed activity is limited only to the Illinois Department of Financial and Professional Responsibility (IDFPR), and only for holding oneself out or engaging in unlicensed dispensing activity.

The proposed language includes the following:

“5-3-23(F): Sale of THC Products: Prohibited, Exemption:

1. Tetrahydrocannabinol (THC) Products. A product which contains THC derived from the cannabis sativa plant, such as, but not limited to, Delta-8 vapes, gummy bears and similar products containing THC are prohibited.





2. It shall be unlawful for any licensee, or any employee, or agent of any licensee, to sell, deliver or distribute any product which contains THC, or for any person to possess any product which contains THC.
3. Any licensee, licensed pursuant to Title 3, Chapter 5 of the Village Code, who violates or who is alleged to have violated Section 5-3-23(F)(2), shall be subject to a hearing before the Village Mayor in the manner provided in Title 3, Chapter 5, Section 3-5-9, of the Village Code, whereupon a finding of guilty, liable, or an admission of guilt or liability, the Village Mayor may levy a fine in the amount not less than \$250.00, nor more than \$750.00, for each offense, in addition to the suspension or revocation of any license issued to the licensee.

The prohibition contained in this Section shall not apply to those establishments licensed by the State of Illinois pursuant to the Compassionate Use of Medical Cannabis Program Act of the Cannabis Regulation and Tax Act.

**FINANCIAL IMPACT**

None

**RECOMMENDED ACTION:**

Staff recommends the approval of this ordinance amending the Village Code.

**ORDINANCE NO. 23-O\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 3 ENTITLED “MISDEMEANORS” OF  
TITLE 5 ENTITLED “POLICE REGULATIONS” OF THE VILLAGE CODE OF  
ORDINANCES OF THE VILLAGE OF WILLOWBROOK**

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**WHEREAS**, the Village of Willowbrook (the “Village”) is a home rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois and is empowered to adopt legislation relating to its government and affairs; and

**WHEREAS**, the State of Illinois, pursuant to the enactment of the Cannabis Regulation and Tax Act and the enactment of the Compassionate Use of Medical Cannabis Program Act, have established strict guidelines, standards and regulation for most products which contain cannabis sativa derivatives, certain vape cannabis products and gummy bears, which contain certain quantities of Tetrahydrocannabinol (“THC”), that can be sold in non-state regulated facilities; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Willowbrook have also been advised of studies conducted by the National Institute of Health and the Center for Disease Control and Prevention which acknowledge and set forth certain adverse effects related to the ingestion of these THC products, including hallucination, vomiting, tremors, anxiety, dizziness, confusion and loss of consciousness, as well as negatively affecting certain brain functions especially related to memory, learning, decision-making and emotions; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Willowbrook have further been advised that Delta-8 THC products have not been evaluated or approved by the FDA for safe use and may be marketed in ways that put the public health at risk; and

**WHEREAS**, the United States Drug Enforcement Agency opined that synthetically derived Delta-8 and Delta-9 are illegal controlled substances; and

**WHEREAS**, as a result of these findings and conclusions, it was determined by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that abolishing the sale of THC products in licensed tobacco dealers and other licensed establishments in the Village is in the best interest of protecting the health, safety and welfare of Village residents.

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

**SECTION ONE.** The foregoing recitals are found to be true and correct and are hereby incorporated in this Section One, as if fully recited herein.

**SECTION TWO.** Chapter 3 entitled “Misdemeanors” of Title 5 entitled “Police Regulations” of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended by adding thereto Section 5-3-23(F) to read as follows:

“5-3-23(F): Sale of THC Products: Prohibited, Exemption:

1. Tetrahydrocannabinol (THC) Products. A product which contains THC derived from the cannabis sativa plant, such as, but not limited to, Delta-8 vapes, gummy bears and similar products containing THC are prohibited.
2. It shall be unlawful for any licensee, or any employee, or agent of any licensee, to sell, deliver or distribute any product which contains THC, or for any person to possess any product which contains THC.
3. Any licensee, licensed pursuant to Title 3, Chapter 5 of the Village Code, who violates or who is alleged to have violated Section 5-3-23(F)(2), shall be subject to a hearing before the Village Mayor in the manner provided in Title 3, Chapter 5, Section 3-5-9, of the Village Code, whereupon a finding of guilty, liable, or an admission of guilt or liability, the Village Mayor may levy a fine in the amount not less than \$250.00, nor more than \$750.00, for each offense, in addition to the suspension or revocation of any license issued to the licensee.
4. The prohibition contained in this Section shall not apply to those establishments licensed by the State of Illinois pursuant to the Compassionate Use of Medical Cannabis Program Act of the Cannabis Regulation and Tax Act.”

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

**SECTION FOUR:** This Ordinance shall be in full force and effect from and after ten (10) days from its passage, approval and publication in pamphlet form, according to law.

PASSED and APPROVED this 11<sup>th</sup> day of September, 2023 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

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



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## BOARD OF TRUSTEES MEETING

**AGENDA ITEM NO: 5.h.**

**DATE:** September 11, 2023

**SUBJECT:**

GOWER IGA: CUSTODIAL SERVICES AGREEMENT

- i. A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO A CONTRACT WITH MULTISYSTEM MANAGEMENT COMPANY TO PERFORM CUSTODIAL SERVICES AT VILLAGE OF WILLOWBROOK FACILITIES, GOWER WEST SCHOOL AND GOWER MIDDLE SCHOOL
- ii. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND GOWER SCHOOL DISTRICT 62 FOR CUSTODIAL SERVICES AT GOWER WEST SCHOOL AND GOWER MIDDLE SCHOOL

### STAFF REPORT

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Alex Arteaga, Assistant to the Village Administrator  
**THROUGH:** Sean Halloran, Village Administrator

### PURPOSE AND ACTION REQUESTED

Village staff is asking the Board to enter into an Intergovernmental Agreement (IGA) with Gower School District for custodial services, and to amend the existing Village agreement with Multisystem Management Company to include custodial services provided to the Gower School District campuses.

### PREVIOUS ACTION TAKEN

At the August 14, 2023 Committee of the Whole meeting, the Board gave positive feedback to enter into an IGA with Gower School District.

### BACKGROUND/SUMMARY

As the Board is aware, one of staff's strategic initiatives this year is to have discussions with neighboring governmental agencies with regard to shared services and joint bidding. When this is done correctly, jointly bidding services can be a win-win situation for all agencies involved. Some of the benefits can include tax dollar savings, and streamlining communications, all while preserving service levels and quality.

While the Village has a great relationship with Gower School District, there has not been an IGA for any level of shared services. In May 2023, Village staff met with administrative staff at Gower School District to discuss joint bidding and shared services. One of the main services that is of interest to both parties is custodial services. As the Village already has a contractor, Multisystem Management Company, and is pleased with their performance to date, it was recommended to have the School District utilize the existing contract pricing that was bid out in 2022.



For reference, the Village Board approved a three-year contract on August 8th, 2022 with Multisystem Management for an annual cost of \$29,340. On February 13, 2023, the Board amended the original scope of the agreement to include the CRC building, which raised the annual cost to \$37,020. Since that time, staff has been pleased overall with the level of service provided throughout the current term.

Typically, in a shared services situation, the School District can either take advantage of the existing pricing and enter into a contract agreement directly with the contractor or enter into an IGA with the other governmental entity, who will be responsible for managing the contractor on the School District's behalf. In this case, the latter option was recommended by the School District. Since Village staff will be managing this additional scope of work and still overseeing the existing scope of work for Village facilities, Village staff has requested a percentage-based management fee. The School District has agreed to the fee and will review the contract on an annual basis.

In addition to entering an IGA, staff recommends the Village Board adopt a resolution to amend the existing Village agreement with Multisystem Management Company. The current price for custodial services provided to Village facilities will remain unchanged, the contract amendment will apply to pricing for Gower campuses based on services provided rather than a specific monthly/annual amount.

Gower is currently in need of four custodians across their two campuses. Gower officials have agreed to a \$3,960 monthly figure per custodian, in addition to a 7% contract administration fee administered by the Village of Willowbrook, for a total monthly amount of \$16,948.80. Multisystem custodians will be assigned to Gower campuses on all school days and will work an 8-hour shift with hours agreed upon by Gower officials and Multisystem. Upon adoption of this agreement amendment, Village staff will begin to invoice Gower School District on a monthly basis for custodial services provided by Multisystem. Current payment procedures to Multisystem Management Company by the Village will remain unchanged.

If the School District decides to terminate Multisystem, the Village will subsequently terminate this amendment as well.

### **FINANCIAL IMPACT**

Since the Village will be managing the contractor on behalf of the school district, the Village will have to create a budget amendment to cover the additional expenses that will be incurred. On a monthly basis, the Village will be reimbursed by the school district for custodial services provided in addition to a 7% contract administration fee. The agreed upon monthly custodial services figure is \$3,960 per custodian.

### **RECOMMENDED ACTION:**

Staff recommends adopting the IGA with Gower School District and amending the existing Village agreement with Multisystem Management Company to cover custodial services provided to the Gower School District campuses.

**RESOLUTION NO. 23-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO A CONTRACT WITH MULTISYSTEM MANAGEMENT COMPANY TO PERFORM CUSTODIAL SERVICES AT VILLAGE OF WILLOWBROOK FACILITIES, GOWER WEST SCHOOL AND GOWER MIDDLE SCHOOL**

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**WHEREAS**, the Village previously solicited sealed proposals from seven (7) contractors for the performance of custodial services at various Village’s Municipal Buildings, including the Village Hall facility and the Village Police Department facility (the “Project”); and

**WHEREAS**, of the proposals received and opened, the apparent lowest responsible bidder to submit a proposal for the Project was Multisystem Management Company (“Multisystem”); and

**WHEREAS**, based upon Multisystem’s Proposal, the corporate authorities of the Village awarded a contract to Multisystem to perform custodial services at the Village Hall facility and Village Police Department facility; and

**WHEREAS**, on February 13, 2023, the corporate authorities approved a First Amendment to the Multisystem Agreement to add for the performance of janitorial services at the Village Community Resource Center; and

**WHEREAS**, the corporate authorities of the Village have determined it is in the best interest of the Village to approve a second amendment to the agreement with Multisystem for additional custodial services to be performed by Multisystem at School District 62’s Gower West School and Gower Middle School.

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

**SECTION 1:** Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true

and correct and are hereby adopted as part of this Resolution.

**SECTION 2:** That certain Second Amendment to Custodial Services Agreement by and between Multisystem Management Company and the Village of Willowbrook for the performance of custodial services at School District 62's Gower West School and Gower Middle School, a copy of which is attached hereto as Exhibit "A" and made a part hereof, is hereby approved.

**SECTION 3:** The Mayor of the Village of Willowbrook is hereby authorized and directed to execute, and the Village Clerk is hereby directed to attest to the Second Amendment to Custodial Services Agreement, all on behalf of the Village of Willowbrook.

**SECTION 4:** This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 11<sup>th</sup> day of September, 2023 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

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



**EXHIBIT “A”**

**SECOND AMENDMENT TO CUSTODIAL SERVICES AGREEMENT BETWEEN  
MULTISYSTEM MANAGEMENT COMPANY AND THE VILLAGE OF  
WILLOWBROOK**

**SECOND AMENDMENT TO CUSTODIAL SERVICES AGREEMENT BETWEEN  
MULTISYSTEM MANAGEMENT COMPANY AND THE VILLAGE OF WILLOWBROOK**

This Second Amendment to the Agreement made this \_\_\_\_ day of September, 2023, between the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), and Multisystem Management Company (“Contractor”), for the provision of custodial services at the Village’s Municipal Buildings, including Village Hall, Village Police Station, Village Community Resource Center and at School District 62 Gower West School and Gower Middle School, in consideration of the following and other valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

WHEREAS, the Village and Contractor entered into an Agreement on August 22, 2022, and First Amendment to the Agreement in February, 2023, for the provision of custodial services at the Village’s Municipal Buildings, including the Village Hall, the Village Police Station, and the Village’s Community Resource Center, for a term commencing on September 6, 2022 through December 31, 2025 (“Agreement”); and

WHEREAS, the Village and Contractor now desire to amend said Agreement to add the provision of custodial services by Contractor at the School District 62’s Gower West School and Gower Middle School, in consideration for the additional cost to the Village, for a total amount not to exceed One Hundred Ninety Thousand Eighty and 00/100ths Dollars (\$190,080.00), annually (paid at a monthly rate of Fifteen Thousand Eight Hundred Forty and 00/100ths Dollars (\$15,840.00)) for custodial services at the Gower Schools.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated as if fully rewritten.

2. That certain Agreement between Village and Contractor entered into for the provision of custodial services at Village's Municipal Buildings, Gower West School and Gower Middle School, is hereby amended as hereinafter set forth:

A. Paragraph 1(A) is hereby amended to read as follows:

A. Contractor shall perform custodial services at the following Village facilities:

1. Village Hall – 835 Midway Drive, Willowbrook, IL 60527;
2. Village Police Station – 7760 Quincy Street, Willowbrook, IL 60527;
3. Village Community Resource Center – 825 Midway Drive, Willowbrook, IL 60527;
4. Gower West School – 7650 Clarendon Hills Road, Willowbrook, IL 60527; and
5. Gower Middle School – 7941 S. Madison Street, Burr Ridge, IL 60527.

B. District 62 Custodial Services:

1. Custodial services to be performed at Gower West School shall include two (2) custodians, each working a simultaneous eight (8) hour shift, five (5) days per week.
2. Custodial services to be performed at Gower Middle school shall include two (2) custodians, each working a simultaneous eight (8) hour shift, five (5) days per week.

C. Paragraph 3(A), entitled Contract Sum, is hereby amended to read as follows:

3. **A. Contract Sum**

The Village shall pay the Contractor for the performance of the Work, at the unit prices set forth in the Contractor's proposals, dated June 17, 2022, January 20, 2023 and August 8, 2023, a total amount not to exceed Two Hundred Twenty-Seven Thousand One Hundred and 00/100ths Dollars (\$227,100.00), annually (payable at the monthly rate of Eighteen Thousand Nine Hundred Twenty-Five and 00/100ths Dollars (\$18,925.00)). Additional hours worked shall be paid at the hourly rate specified. Additional hours will only be paid when authorized, in writing, by the Village or School District 62. Hours reduced from the contract specifications for services performed for School District 62 or the Village, shall be deducted from the monthly invoice at the hourly rate specified.

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4. That all remaining terms of the Agreement and First Amendment, unamended by this Second Amendment to the Custodial Services Management Agreement between Multisystem Management Company and the Village of Willowbrook remain in full force and effect and unamended by this Second Amendment.

**READ, APPROVED AND AGREED**

**READ, APPROVED AND AGREED**

Village of Willowbrook

Contractor: Multisystem Management Company

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

By: \_\_\_\_\_  
Maciej Cwierlina, President

Attest:

Attest:

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

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

**RESOLUTION NO. 23 R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF WILLOWBROOK AND GOWER SCHOOL DISTRICT 62 FOR CUSTODIAL  
SERVICES AT GOWER WEST SCHOOL AND GOWER MIDDLE SCHOOL**

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

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

**WHEREAS**, the Village of Willowbrook (“Village”) is a unit of government organized and existing pursuant to the provisions of the Illinois Municipal Code (65 ILCS 5/1-1, *et seq.*), and Gower School District 62 (“District 62”) is a unit of government organized and existing pursuant to the laws of the State of Illinois. Both the Village and School District 62 have the power and authority to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act; and

**WHEREAS**, the corporate authorities of the Village have determined that it is in the best interest of the Village to enter into an intergovernmental agreement with District 62 for custodial services at Gower West School and Gower Middle School, a copy of which is attached hereto as Exhibit “A” and made a part hereof.

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

The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook, DuPage County, Illinois.

**BE IT FURTHER RESOLVED** that the Intergovernmental Agreement (the “Agreement”), by and between the Village of Willowbrook and School District 62, for the performance of custodial services at Gower West School and Gower Middle School, all as detailed in the Agreement, is hereby approved.

**BE IT FURTHER RESOLVED** that and the Mayor of the Village of Willowbrook is hereby directed and authorized to execute said Agreement on behalf of the Village of Willowbrook and the Village Clerk is hereby directed to attest to said signature. A copy of said Agreement is attached hereto as Exhibit “A” and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**PASSED** and **APPROVED** this 11<sup>th</sup> day of September, 2023 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

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

**EXHIBIT “A”**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF WILLOWBROOK AND  
GOWER SCHOOL DISTRICT 62 FOR CUSTODIAL SERVICES**



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF WILLOWBROOK AND GOWER SCHOOL DISTRICT 62 TO  
PROVIDE CUSTODIAL SERVICES TO SCHOOL DISTRICT 62 AT GOWER WEST  
SCHOOL AND GOWER MIDDLE SCHOOL**

This Agreement is entered into this \_\_\_\_ day of September, 2023 by and between Gower School District 62, DuPage County, Illinois (“District 62”), and the Village of Willowbrook, a home rule municipal corporation of DuPage County, Illinois (“Willowbrook”).

**RECITALS:**

**WHEREAS**, Article VII, Section 10, of the Constitution of the State of Illinois, 1970, authorizes school districts and units of local government, including municipalities, to enter into contracts to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

**WHEREAS**, Article VII, Section 10, of the Constitution of the State of Illinois, 1970, authorizes school districts and units of local government to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law; and

**WHEREAS**, Illinois Compiled Statutes, Chapter 5, Section 1190/1, *et seq.*, known as the Intergovernmental Cooperation Act, authorizes units of local government in Illinois to exercise jointly with any other public agency within the state, including other units of local government or school districts, any power, privilege, or authority which may be exercised by a unit of local government or school district, individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

**WHEREAS**, Willowbrook and District 62 are public agencies within the meaning of Article VII, Section 10, of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act; and

**WHEREAS**, Willowbrook and District 62 desire to enter into this Intergovernmental Agreement regarding the provision of custodial services to District 62 Gower Middle Schools at those costs to paid by District 62, as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **RECITALS:** The foregoing recitals are adopted and incorporated into this Intergovernmental Agreement as if fully restated herein.
2. **SCOPE OF SERVICES TO BE PERFORMED BY WILLOWBROOK:**

- A. Willowbrook shall provide two (2) persons to perform custodial services at Gower West School, each working a simultaneous eight (8) hour shift, five (5) days per week, at the rate of Four Thousand Two Hundred Thirty-Seven and 20/100ths Dollars (\$4,237.20) per custodian, per month.
- B. Willowbrook shall provide two (2) persons to perform custodial services at Gower Middle School, each working a simultaneous eight (8) hour shift, five (5) days per week, at the rate of Four Thousand Two Hundred Thirty-Seven and 20/100ths Dollars (\$4,237.20) per custodian, per month.
- C. Additional custodial services may be performed upon request, at an agreed-upon hourly rate of compensation.

3. **DISTRICT 62 RESPONSIBILITIES:**

- i. District 62 shall be solely responsible for and pay to Willowbrook in accord with the provisions of the Local Government Prompt Payment Act;
- ii. The sum of Sixteen Thousand Nine Hundred Forty Eight and 80/100ths Dollars (\$16,948.80) per month for custodial services, set forth in 2(A) and 2(B);
- iii. Any additional custodial services performed, as may be agreed to by the parties; and
- iv. In the event District 62 reduces the number of custodians or reduces the hours worked by custodians, District 62 shall receive a pro rata reduction in costs due and owing to the Village; and
- v. In the event District 62 fails or refuses to pay said costs due and owing Willowbrook, then District 62 agrees to be responsible for all costs and reasonable attorneys' fees incurred by Willowbrook in any action to recover District 62's costs for custodial services provided by the Village, pursuant to this Agreement.

4. **GENERAL CONDITIONS:**

- A. **Authority to Execute:** The Parties hereto have read and reviewed the terms of this Agreement and, by their signatures as affixed below, represent that the signing party has the authority to execute this Agreement and that the Parties intend to be bound by the terms and conditions contained herein.
- B. **Binding on Successors:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and approved assigns.
- C. **Compliance with Laws, Rules and Regulations:** The Parties shall at all times observe and comply with all federal, state and local laws and

regulations, as amended from time to time, in carrying out the terms and conditions of this Agreement.

- D. **Conflict of Interest:** Each Party understands and agrees that no director, officer, agent or employee of the Parties may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertinent to this Agreement; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this Agreement; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract or agreement made and procured in violation of this provision is void.
- E. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- F. **Dispute Resolution:** In the event of any dispute, claim, question or disagreement arising out of the performance of this Agreement, the Parties hereto shall consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement prior to filing any claim or lawsuit.
- G. **Effective Date:** The Effective Date of this Agreement shall be the date that the last authorized signatory signs and dates this Agreement. This Agreement shall become effective only in the event the corporate authorities of each Party approve this Agreement.
- H. **Entire Agreement:** This Agreement constitutes the entire agreement of the Parties concerning all matters specifically covered by this Agreement and supersedes all prior written and oral agreements, commitments and understandings among the Parties. There are no representations, covenants, promises or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying upon in entering into this Agreement.
- I. **Force Majeure:** No Party shall be liable for any delay or non-performance of its obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or nature disasters.
- J. **No Third-Party Beneficiaries:** This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to and does not create any third-party beneficiary or other rights in any third person or

party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any Party hereto will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.

- K. **Notices:** Unless otherwise specified, all reports, notices and other communications related to this Agreement shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the Village of Willowbrook:

Village of Willowbrook  
Attn: Sean Halloran, Village Administrator  
835 Midway Drive  
Willowbrook, IL 60527

To Gower School District 62:

Gower School District 62  
Attn: Ryan Asmus, President  
77 Clarendon Hills Road  
Willowbrook, IL 60527

- L. **Section Headings:** The descriptive section and subsection headings used in this Agreement for are convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- M. **Severability:** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- N. **Waiver of Default:** The failure by either Party to seek redress for violation of or to insist upon strict performance of any condition or covenant of this Agreement shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies.

- O. **Venue**: The Parties further agree that the Circuit Court of DuPage County, Illinois shall be the appropriate venue for any and all court action or litigation.

IT WITNESS WHEREOF, the Parties hereto affixed their hands and seals pursuant to an approving resolution of the corporate authorities of Willowbrook and of Gower School District 62.

GOWER SCHOOL DISTRICT 62

VILLAGE OF WILLOWBROOK

\_\_\_\_\_  
Ryan Asmus, President

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

Date: \_\_\_\_\_, 2023.

Date: \_\_\_\_\_, 2023.

ATTEST:

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



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## BOARD OF TRUSTEES MEETING

**AGENDA ITEM NO:** 6.

**DATE:** September 11, 2023

**SUBJECT:**

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN FLOCK GROUP, INC. AND THE VILLAGE OF WILLOWBROOK FOR THE INSTALLATION AND MAINTENANCE OF ADDITIONAL AUTOMATIC LICENSE PLATE READERS

### STAFF REPORT

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Lauren Kaspar, Chief of Police  
Ben Kadolph, Deputy Chief of Police  
**THROUGH:** Sean Halloran, Village Administrator

### PURPOSE AND ACTION REQUESTED

Village staff is requesting approval to add four additional Flock Safety Falcon License Plate Recognition (LPR) cameras to the current fleet of eleven.

### BACKGROUND/SUMMARY

During previous Village Board meetings and Budget workshops, the Board discussed the implementation of additional License Plate Recognition (LPR) cameras within the Village of Willowbrook. These LPR cameras will target hotspot locations that will benefit from additional law enforcement resources. Flock Safety LPR cameras leverage various law enforcement databases to quickly alert Law Enforcement. Research conducted identifies FLOCK Safety as an LPR provider that provides cutting edge technology, not only for law enforcement applications, but also Homeowner Associations. Numerous municipalities in the surrounding area utilize FLOCK Safety which increases the network to connect and collaborate with adjacent agencies and nearby privately-owned cameras in neighborhoods to extend our reach and multiply the search capacity.

Flock Safety's LPR system securely captures images while the proprietary machine learning algorithm uses Vehicle Fingerprint technology to identify the license plate, vehicle make, type, and color. The database of captured information allows for search by vehicle type, make, color, license plate (partial, missing, or covered plates), temporary plates, license plate state. Flock Safety cameras are completely infrastructure-free, powered by LTE (Long-Term Evolution, wireless technology) and solar.

In April of 2021, the Village began the implementation of Flock Safety cameras with the original purchase and installation of two Falcon LPRs. Since the implementation, the program has had great success and in May of 2022, nine additional LPR cameras were added to the fleet.

For the last few years, Flock Safety LPR cameras have proven to be an invaluable tool for the Village of Willowbrook. Through their collection of objective evidence free from human bias, Flock Safety LPR cameras have not only prevented and deterred crime, but they have also helped solve many crimes in Willowbrook and surrounding jurisdictions.



Village staff is requesting the addition of four more LPR cameras to bring the Village’s total to fifteen. These additional four cameras, in conjunction with other organized retail theft initiatives, will provide the most effective coverage and aid in the effort to gather evidence to solve crimes. For the purposes of this staff report, the proposed camera locations have not been included.

**FINANCIAL IMPACT**

In May of 2024, Flock Safety reached out to Village Staff and advised of an upcoming increase in the cost per unit of the Falcon LPR from \$2,500 to \$3,000. During discussions and product demonstrations, Flock offered to extend the Village’s current pricing an additional five years with the addition of these four new cameras. The cost breakdown is laid out in the chart below.

Pricing Structure	2023/24 Budget	Cost Per Camera	Annual Software Cost	First year Cost	Total Annual Cost	Total Cost Over 5 Years
Proposed	\$42,000.00	\$2,500.00	\$2,500.00	\$42,000.00	\$40,000.00	<b>\$202,000.00</b>
Previous	\$42,000.00	\$3,000.00	\$2,500.00	\$49,500.00	\$47,500.00	<b>\$239,500.00</b>

During fiscal year 2023/24 budget process, the amount budgeted for the Flock Safety camera program was \$42,000 and under this proposal, the first year’s cost comes in right at the budgeted amount. With the execution of the new agreement, the Village will see savings of \$37,500 over the course of the five years as compared to the new pricing structure. In addition, Village staff has also applied for additional grant funding that can help offset these costs. The funds for this purchase are available in the Police Department 2023/24 budget under line item 01-30-630-307.

**RECOMMENDED ACTION:**

Adopt the resolution.

**RESOLUTION NO. 23-R- \_\_\_\_**

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN FLOCK GROUP, INC. AND THE VILLAGE OF WILLOWBROOK FOR THE INSTALLATION AND MAINTENANCE OF ADDITIONAL AUTOMATIC LICENSE PLATE READERS**

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

**WHEREAS**, Village staff solicited a proposal from Flock Group, Inc. for the installation and maintenance of Automatic License Plate Readers (ALPR) within the Village; and

**WHEREAS**, the Village of Willowbrook previously contracted with Flock Group, Inc. for the installation and maintenance of eleven (11) APLR’s within the Village; and

**WHEREAS**, the corporate authorities of the Village have determined that it is in the best interest of the health, welfare and safety of the residents and visitors to the Village to purchase four (4) additional ALPRs upon the terms, conditions and costs set forth in that certain Flock Group, Inc. Master Services Agreement and Order Form, attached hereto as Exhibit “A” and made a part hereof.

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

**SECTION 1.** That certain proposal submitted by Flock Group, Inc. for the installation and maintenance of four (4) Automatic License Plate Reader cameras for an initial term of five (5) years upon the terms and conditions set forth in that certain Master Services Agreement and Order Form, attached hereto as Exhibit “A” and made a part hereof, are hereby accepted and approved.



**SECTION 2.** The Police Chief of the Village be and is hereby authorized and directed to execute that certain Flock Group, Inc. Master Services Agreement and Order Form on behalf of the Village of Willowbrook, which documents are attached hereto as Exhibit “A” and made a part hereof.

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

PASSED and APPROVED this 11<sup>th</sup> day of September, 2023 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

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

**EXHIBIT “A”**

**Flock Safety + IL - Village of  
Willowbrook**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Mike Hutton  
[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)  
8476090201

**flock safety**

## Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 06 day of September 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

### AGREEMENT

**NOW, THEREFORE**, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and

supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

## 1. DEFINITIONS

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

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** 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, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement 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, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** 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 it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “*Support Services*”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or

attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“***Service Interruption***”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. 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 Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP 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) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“***Service Suspension***”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate 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 Agreement, Flock shall have the right to cease work immediately.

### **3. CUSTOMER OBLIGATIONS**

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and



Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock 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 data, video, photo, or audio content.

#### **4. DATA USE AND LICENSING**

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## 5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, 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 Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. 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 less than commercially reasonable precautions, 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. 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 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. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing

Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** 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. Customer and Authorized End Users shall not: (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; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (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 the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, 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 comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more

than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## **7. TERM AND TERMINATION**

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

**7.2 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this

Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **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 Services and shall perform the Installation Services in a professional and workmanlike manner. 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.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE 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 SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE 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. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS 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 LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) 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 SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. 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.

10.2 **Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a



designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C (“*Customer Obligations*”). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock’s Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

## **11. MISCELLANEOUS**

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any

purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and

interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 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 Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. 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.

**11.11 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

**11.12 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

**11.13 Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

**11.14 Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock’s reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

**11.15 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

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**EXHIBIT A**  
**ORDER FORM**

Customer: IL - Village of Willowbrook  
Legal Entity Name: IL - Village of Willowbrook  
Accounts Payable Email: bkadolph@willowbrook.il.us  
Address: 835 Midway Drive Willowbrook, Illinois 60527

Initial Term: 60 Months  
Renewal Term: 24 Months  
Payment Terms: Net 30  
Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$40,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS ™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	15	Included
<b>Flock Safety FlockOS Add Ons</b>			
Flock Safety Advanced Search	\$2,500.00	1	\$2,500.00

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	3	\$1,950.00
Professional Services - Existing Infrastructure Implementation Fee	\$50.00	1	\$50.00
<b>Subtotal Year 1:</b>			<b>\$42,000.00</b>
<b>Annual Recurring Subtotal:</b>			<b>\$40,000.00</b>
<b>Discounts:</b>			<b>\$42,600.00</b>
<b>Estimated Tax:</b>			<b>\$0.00</b>
<b>Contract Total:</b>			<b>\$202,000.00</b>

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**Billing Schedule**

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$42,000.00
Annual Recurring after Year 1	\$40,000.00
Contract Total	\$202,000.00

\*Tax not included

**Discounts**

Discounts Applied	Amount (USD)
Flock Safety Platform	\$37,500.00
Flock Safety Add-ons	\$5,000.00
Flock Safety Professional Services	\$100.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
One-Time Fees	Service Description	
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety’s maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: IL - Village of Willowbrook**

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

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

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

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

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

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

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

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

PO Number: \_\_\_\_\_



EXHIBIT B  
**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



## BOARD OF TRUSTEES MEETING

**AGENDA ITEM NO: 7.****SUBJECT:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK  
DECLARING THE LOWEST RESPONSIBLE PROPOSAL AND  
AWARDING A CONTRACT TO TILES IN STYLE, LLC D/B/A TAZA  
CONSTRUCTION FOR THE PROVISION AND INSTALLATION OF  
A SIX FOOT CHAIN LINK FENCE FOR THE MIDWAY PARK  
IMPROVEMENTS PROJECT

**DATE:** September 11, 2023

### STAFF REPORT

**TO:** Mayor Trilla and Board of Trustees

**FROM:** Sean Halloran, Village Administrator  
Dustin Kleefisch, Director of Parks and Recreation  
Alex Arteaga, Assistant to the Village Administrator

**THROUGH:** Sean Halloran, Village Administrator

### PURPOSE AND ACTION REQUESTED

Staff are seeking approval to construct a fence around Midway Park as part of the Midway Park Improvement Project.

### BACKGROUND/SUMMARY

In fiscal year 2023-2024, the Board of Trustees approved \$1,800,000 in funding from the General Fund for the Midway Park Improvement Project. In January 2023, staff discussed a timeline and options with the Board of Trustees and received direction to begin communicating with the neighboring residents. As part of that Board presentation, staff proposed completing the Midway Park Improvement Project in 2023. On March 15, 2023, the Village hosted an Open House to gather feedback from the residents within the area.

After feedback from the residents, staff made several changes to the original proposal including the removal of pickleball courts. After the second Open House on May 11, 2023, there was a consensus of the neighborhood on the design option below:





The last remaining item of the project is to construct a fence around Midway Park to protect the three neighboring properties from visitors who are utilizing Midway Park. Staff released a Request for Proposal (RFP) on August 4, 2023, and opened three proposals on August 31<sup>st</sup>, 2023. In an effort to accommodate at least one of the residents, staff asked for nine options from the vendors. Below are the bid results:

Six Feet				
Fence Height	Material	Taza Const.	CMS Illinois	GC Designs
6 feet	Chain Link	\$ 42,931.35	\$ 70,200.00	\$ 145,400.00

Fence Height	Material	Taza Const.	CMS Illinois	GC Designs
6 feet	Vinyl	\$ 92,367.00	\$ 93,300.00	\$ 101,780.00

Fence Height	Material	Taza Const.	CMS Illinois	GC Designs
6 feet	Wooden	\$ 88,803.00	\$ 57,000.00	\$ 113,412.00
			\$ 75,700.00	

Eight Feet				
Fence Height	Material	Taza Const.	CMS Illinois	GC Designs
8 feet	Chain Link	\$ 51,603.75	\$ 88,900.00	\$ 193,382.00

Fence Height	Material	Taza Const.	CMS Illinois	GC Designs
8 feet	Vinyl	\$ 142,069.95	\$ 103,300.00	\$ 178,842.00

Fence Height	Material	Taza Const.	CMS Illinois	GC Designs
8 feet	Wooden	\$ 109,503.90	\$ 68,069.02	\$ 181,750.00
			\$ 85,550.26	

Ten Feet				
Fence Height	Material	Taza Const.	CMS Illinois	GC Designs
10 feet	Chain Link	\$ 70,433.55	N/A	N/A

Fence Height	Material	Taza Const.	CMS Illinois	GC Designs
10 feet	Vinyl		N/A	N/A

Fence Height	Material	Taza Const.	CMS Illinois	GC Designs
10 feet	Wooden		N/A	N/A



Staff are recommending a six-foot chained link fence to be installed surrounding Midway Park. An important factor to consider in a chained link style over vinyl or wooden is the potential of graffiti that can take place on a vinyl or wooden fence, which is a valid concern that has been raised by the neighbors. The lowest responsible and responsive bidder is Taza Construction. Staff has requested a black chained link fence, which will increase the price from \$42,931.35 to \$59,864.65, which still will make them the lowest bidder.

Please keep in mind that a chained link fence will be accompanied by 73 trees at Midway Park. The south end of Midway Park will be covered by a butterfly garden.

Below is a current structure that is identical to what staff is proposing that was approved by the Board as part of the Gower West project:



If the Board recommends a fence over six feet in height, staff will have to send this proposal to the Plan Commission to request a variation at the next meeting.

### **FINANCIAL IMPACT**

If approved, the fence construction will be included in the Midway Park Improvement Project line item.

### **RECOMMENDED ACTION:**

Staff recommends entering into a contract with Taza Construction.





## ATTACHMENT A

### Chained Link Fence (Black)



### Vinyl







Vinyl



**RESOLUTION NO. 23-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DECLARING THE  
LOWEST RESPONSIBLE PROPOSAL AND AWARDING A CONTRACT  
TO TILES IN STYLE, LLC D/B/A TAZA CONSTRUCTION FOR THE PROVISION  
AND INSTALLATION OF A SIX FOOT CHAIN LINK FENCE FOR THE MIDWAY PARK  
IMPROVEMENTS PROJECT**

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**WHEREAS**, the Village of Willowbrook (the “Village”) sought proposals for the supply and installation of fencing for the Midway Park Improvements Project (the “Project”); and

**WHEREAS**, of the proposals received and reviewed, the apparent lowest proposal for the provision and installation of a six (6) foot chain link fence, approximately 1,454 feet in length, for the Project, at a price of Forty Two Thousand Nine Hundred Thirty-One and 35/100ths Dollars (\$42,931.35), is Tiles In Style, LLC d/b/a Taza Construction; and

**WHEREAS**, the Village has determined that it is the best interest of the Village to award a contract to Tiles in Style, LLC d/b/a Taza Construction for the provision and installation of fencing for the Project.

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

**SECTION 1:** Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 2:** Lowest Responsible Proposal.

The Mayor and Board of Trustees of the Village do hereby find Tiles in Style, LLC d/b/a Taza Construction’s proposal be the lowest proposal for the provision and installation of a six (6) foot chain link fence at Midway Park, approximately 1,454 feet in length.

**SECTION 3:** Award of Contract.

Tiles in Style, LLC d/b/a Taza Construction is hereby awarded a contract for the provision and

installation of six (6) foot chain link fence, approximately 1,454 feet in length, for the Project, at a cost not to exceed Forty Two Thousand Nine Hundred Thirty-One and 35/100ths Dollars (\$42,931.35), as set forth in Tiles in Style, LLC d/b/a Taza Construction’s proposal, subject to: the furnishing of the proper bonds and execution of all contract documents.

**SECTION 4:** The contract documents shall include the attached contract, contractor’s proposal, contract specifications and special conditions, and contractor’s certifications.

**SECTION 5:** Execution of Contract.

The Village Mayor is hereby authorized and directed to execute, on behalf of the Village, and the Village Clerk is hereby directed to attest to the contract documents with Tiles in Style, LLC d/b/a Taza Construction for the provision and installation of fencing for the Project. A copy of said contract is attached hereto as Exhibit “A” and expressly made a part hereof.

**SECTION 6:** Effective Date.

This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 11<sup>th</sup> day of September, 2023 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

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



**EXHIBIT “A”**

**CONTRACT WITH TILES IN STYLE, LLC  
D/B/A TAZA CONSTRUCTION**

## **CONTRACT**

THIS CONTRACT ENTERED INTO THIS \_\_\_\_\_ day of September, 2023 between Tiles in Style, LLC d/b/a Taza Construction (“Contractor”) and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interest of the Village to engage contractor to provide and install a six (6) foot chain link fence, approximately 1,454 feet in length, at the Village of Willowbrook’s Midway Park facility (the “Project”).

2. Contractor has submitted a Proposal to the Village for the Project. Such proposal, including all terms, conditions, requirements and specifications contained therein are incorporated herein as “Exhibit A” and expressly made a part of this agreement as if each term, condition, specification, requirement and special conditions was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the terms of this Agreement shall control.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with all plans, specifications and proposal response, attached hereto.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding

on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner, a sum not to exceed Forty-Two Thousand Nine Hundred Thirty-One and 35/100ths Dollars (\$42,931.35) set forth in Contractor's Response to Request for Proposals dated August 14, 2023. Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

7. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. Contractor and each

subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

8. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01, *et seq.*).

9. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1, *et seq.*).

10. Contractor agrees that, pursuant to 30 ILCS 580/1, *et seq.* (“Drug-Free Workplace Act”), it will provide a drug-free workplace by:

A. Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;

- (2) Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program;  
and
- (4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten (10) days, after receiving notice under Subparagraph 10(A) 3 (b) from an employee, or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

11. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which

meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

12. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

13. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or

understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

14. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

15. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.



16. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

17. Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

B. Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- (3) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.
- C. The policies are to contain, or be endorsed to contain the following provisions:
  - (1) Commercial General Liability and Automobile Liability Coverages:
    - (a) The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
    - (b) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.
    - (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
    - (d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

(3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village.

18. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

19. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

20. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

21. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

22. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Tiles in Style, LLC d/b/a Taza Construction, 16940 Vincennes Avenue, South Holland, Illinois 60473, Attn: Mariam Ella, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received two (2) days after such meeting.

23. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In

addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

24. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois  
the day and year first above written.

Contractor:

TILES IN STYLE, LLC D/B/A TAZA CONSTRUCTION

By: \_\_\_\_\_  
Mariam Ella, LLC Member and  
its duly authorized agent

ATTEST:

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

Village of Willowbrook

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

ATTEST:

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**TAZA CONSTRUCTION**

**RESPONSE TO REQUEST FOR PROPOSALS**

**REQUEST FOR BIDS**  
FOR INSTALLATION OF FENCING AT MIDWAY PARK  
FOR  
THE VILLAGE  
OF WILLOWBROOK



Advertised: August 3, 2023

Due: August 16, 2023, 11:00 a.m.



## **Introduction**

The Village of Willowbrook is seeking bids for the installation of a fence around Midway Park, located at 209 Midway Dr, Willowbrook IL 60527.

The fence will be approximately 1,100 feet long. The Village is asking vendors to submit pricing for various fencing materials and heights, see below:

## **Scope of Work**

The scope of work for this project includes the following:

- Installation of new fencing around the park's east, south, and west borders.
- Backfilling and compacting soil around fence posts to ensure safe and stable fence installation.
- Providing all necessary materials and labor for the successful installation of a fence at Midway Park.

## **Timeline**

The project is scheduled to be completed by November 1, 2023. The project can begin anytime on or after September 1, 2023.

## **Qualifications**

To be considered for this project, bidders must meet the following qualifications:

- Bidders must have a valid business license.
- Bidders must have experience with fence installation.
- Bidders must have the necessary equipment, materials, and staffing capabilities for the project.
- Bidders must be able to meet the project deadline.

## **Submission Instructions**

Bids must be submitted in writing by August 16, 2023. Bids must include the following:

- A detailed proposal that includes a description of the work to be performed, the materials to be used, and the estimated costs of various fencing materials & heights.

- See below for the applicable bid pricing table.
- A copy of the bidder's business license
- A copy of the bidder's insurance certificate
- A list of professional references for at least 3 similar in scale projects that have been completed since 2018.

Bid submissions can be mailed to or dropped off at the Willowbrook Village Hall, located at 835 Midway Dr, Willowbrook IL 60527. Please send applicable materials to the Attention of Alex Arteaga, Assistant to the Village Administrator.

### **Evaluation Criteria**

Bids will be evaluated based on the following criteria:

- Quoted project pricing.
- Bidder's experience, qualifications, and references.
- Bidder's ability to meet the project deadline of November 1, 2023.

### **Contact Information**

If you have any questions about this project, please contact Alex Arteaga, Assistant to the Village Administrator at [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us) or (630) 920-2263.

Thank you for your interest in this project.

### **Bid Pricing**

Please provide quoted costs for various types of fencing, including three fence materials and three fence heights:

Fence Heights:


- 6ft
- 8ft
- 10 ft

Fence Materials:

- Chained link fence
- Vinyl
- Wooden

### Bid Pricing Table

Fence Height	Fence Material	Unit Price	Total Price
6 ft	Chained link	\$39.03	\$42,931.35
	Vinyl	\$83.97	\$92,367.00
	Wooden	\$80.73	\$88,803.00
8 ft	Chained link	\$46.91	\$51,603.75
	Vinyl	\$129.15	\$142,069.95
	Wooden	\$99.55	\$109,503.90
10 ft	Chained link	\$64.03	\$70,433.55
	Vinyl	\$ N / A	\$ N / A
	Wooden	\$ N / A	\$ N / A

 mauraim E334 8/14/2023



Phone: (877) 817-2841  
Fax: (866) 552-8262

sales@tazaconstruction.com

www.tazaconstruction.com

16940 Vincennes Ave,  
South Holland, IL, 60473

### REFERENCES (FENCING)

**Firm Name:** East Lake Management  
**Contact Person:** Sharlon Bailes  
**Contact Number:** 312.842.5500 ext. 4669  
**Service Address:** 6735 S Chappel and 7120 S Merril, Chicago IL  
**Work:** Wrought Iron Fence Replacement

**Firm Name:** Illinois Department Of Transportation  
**Contact Person:** Ashley Stewart  
**Contact Number:** (217)782-4383  
**Service Address:** 400 W. Wabash Avenue Effingham, IL 62401  
**Work:** Vinyl Fence Replacement

**Firm Name:** Housing Authority Of Cook County  
**Contact Person:** Deborah O'Donnell  
**Contact Number:** 312-542-4725  
**Service Address:** 1301 Ashland Ave, Des Plaines, IL 60016  
**Work:** Install Fence at Henrich House



www.tilesinstyle.com

\*\*\* 3% charges apply if payment will be made by Credit card



16940 Vincennes Ave,  
South Holland, IL, 60473



sales@tilesinstyle.com



Phone: (877) 817-2841  
Fax no: (866) 552-8262



# WESTERN RED CEDAR

## CEDAR PICKET

5/8" x 5 1/2" x 6ft

5/8" x 6" x 6ft

**Thickness:** 5/8"

**Grade:** 2 NPS, #1 2F, Clear

**Pre-Stained Finish:** No

**Warranty:** 15 years

**Longevity:** 20 years



**SIMPLY  
BEAUTIFUL**



**GROWN  
TO LAST**



**NATURAL &  
SUSTAINABLE**



**EASY TO  
WORK WITH**

Western Red Cedar (*Thuja Plicata*) is nature's ideal fencing material. Its natural oils and tannins help to resist warping, decay and insects without added chemicals. Unlike inferior imports, Western Red Cedar is sustainably sourced exclusively from the Pacific Northwest.

**Learn More:** [altafp.com](http://altafp.com)

**Often Imitated Never Duplicated.**



# WESTERN RED CEDAR

Made In The USA

**City of Chicago  
Department of Buildings  
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

TILES IN STYLE, LLC.  
1212 S. NAPER BLVD  
STE 119-109  
NAPERVILLE IL 60540-

**LICENSE CLASS: (D) \$2,000,000 PROJECT CEILING**



**LICENSE NUMBER: TGC027055**

**CERTIFICATE NUMBER : GC027055-13**

**FEE: \$ 500**

**DATE ISSUED: 02/08/2023**

**DATE EXPIRES: 03/02/2024**

**THIS LICENSE IS NON-TRANSFERABLE**

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

**Lori E Lightfoot  
Mayor**

**Matthew Beaudet  
Commissioner**

City of Chicago  
General Contractor License Program

P.O. Box 388249  
Chicago, IL 60638-8249

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*Your application for a City of Chicago General Contractor's License has been issued please note that if your insurance certificate expiration date differs from your license expiration date it is your responsibility to provide a current one upon its renewal.*

*IF THE RENEWED INSURANCE CERTIFICATE IS NOT RECEIVED before the insurance expiration date. YOUR LICENSE WILL GO TO AN INACTIVE STATUS ON THE CITY OF CHICAGO'S LIST OF REGISTERED CONTRACTORS. YOU WILL NOT BE ABLE TO PULL PERMITS IF YOUR INSURANCE IS EXPIRED AND THE LICENSE WILL BECOME INACTIVE.*

- Please forward the renewed insurance certificate upon its renewal, to our office using the contact information below either by email or mail. Contact our office if you have any questions.*

*Respectfully,*

*Patty Garber*

*[pgarber@continentaltesting.net](mailto:pgarber@continentaltesting.net)*

*phone 800-359-1313 ext. 117*

*City of Chicago  
General Contractors License Program  
PO Box 388249  
Chicago IL 60638*



# LEGEND<sup>®</sup>

Vinyl Fencing



**MASTER  
HALCO**

*Quality Products, Exceptional Service,  
Outstanding People*

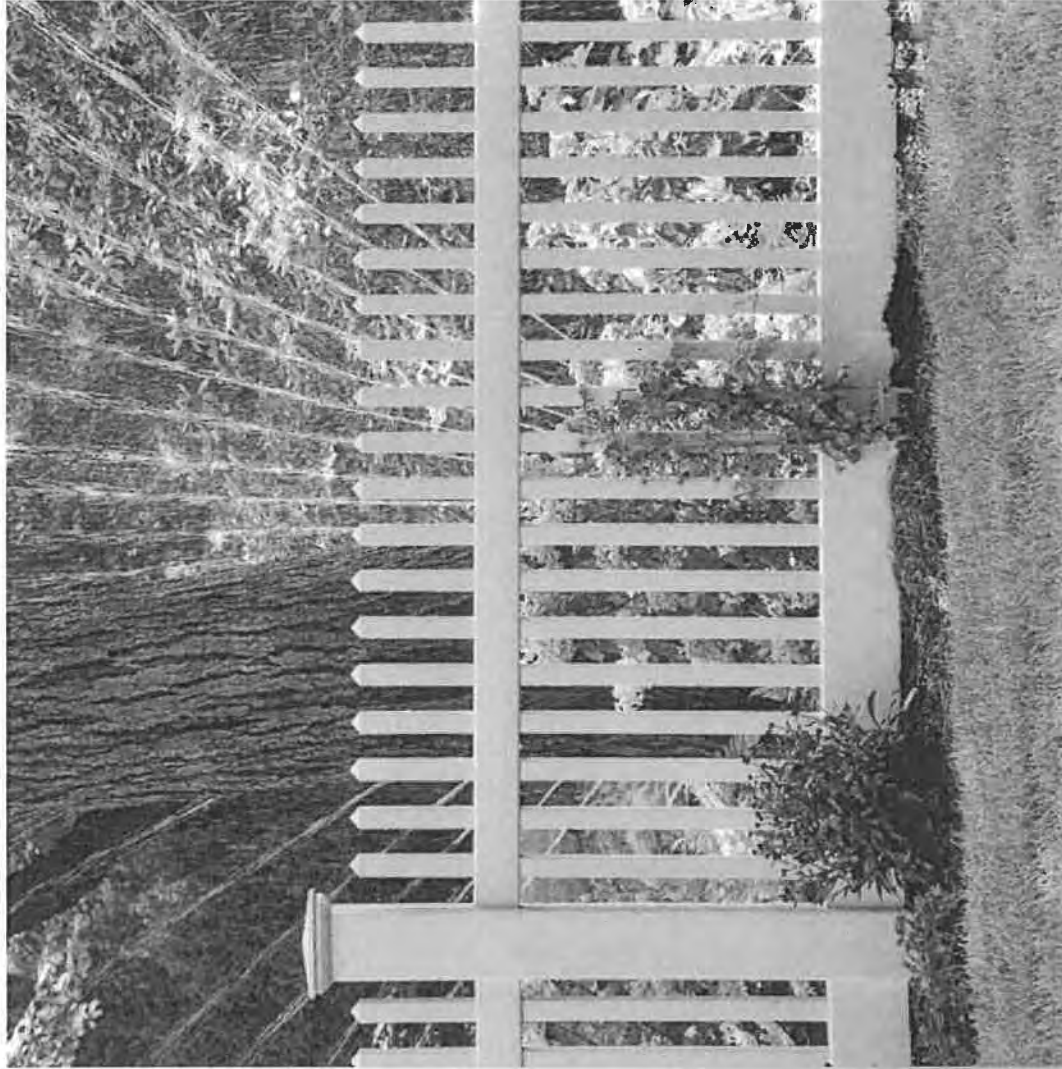


*Legend® Vinyl Fencing by Master Halco offers vinyl fencing to meet your every need. With a variety of fence styles, colors and accessories, we're sure to have a fence for you.*

*Legend Vinyl Fencing helps you create a secluded space for entertaining and relaxing, adds charm and curb appeal to your home and provides safety and peace-of-mind.*

*Extremely durable, our vinyl fence will keep its great looks for years to come.*

*All Legend vinyl fences feature matching walk and drive gates available to complement each panel style and color.*



## LEGEND VINYL FENCING DISTINCTIVE FEATURES

- Wide variety of products to satisfy any taste and budget
- 2 wood grain patterns and 3 solid color options
- Innovative gate design featuring a clean look that does not require additional bracing
- Gates include self-closing hinges with polymer covers, gate stop and latch plate
- Transferable limited lifetime warranty — one of the industry's best
- Made in the USA from 100% vinyl PVC



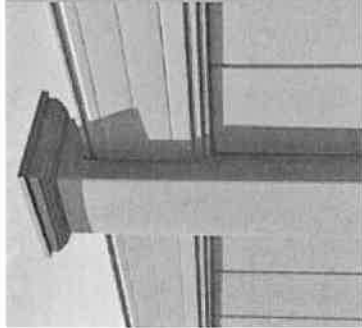
### POOL CODE APPROVED

Certain styles and heights of Legend Vinyl Fencing are pool code approved at the national level. Please note that codes not only vary by state, but also by locality. Be sure to check your local pool code requirements before ordering. For more information, see page 21.

### WIND CODE APPROVED

Legend Vinyl Fencing is warranted to withstand up to 60 MPH winds without additional reinforcements. With additional reinforcements, we warranty up to 115 MPH wind gusts.





## LEGEND DECORATIVE

The Legend Decorative rail delivers superior performance without the need of an aluminum insert.

- Decorative 2" x 7" rails
- White, Tan and Khaki\*
- 3 chamber design, providing extra strength and durability
- Residential product — commercial grade strength

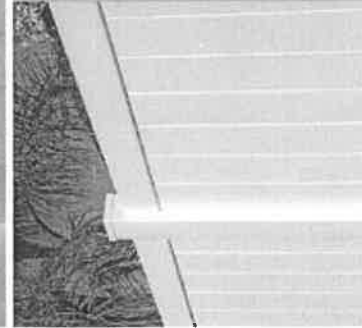
3 CHAMBER DESIGN



## LEGEND

The Legend rail offers superior performance with anti-sag performance.

- Large 1 3/4" x 7" smooth rails
- White, Tan and Khaki\*

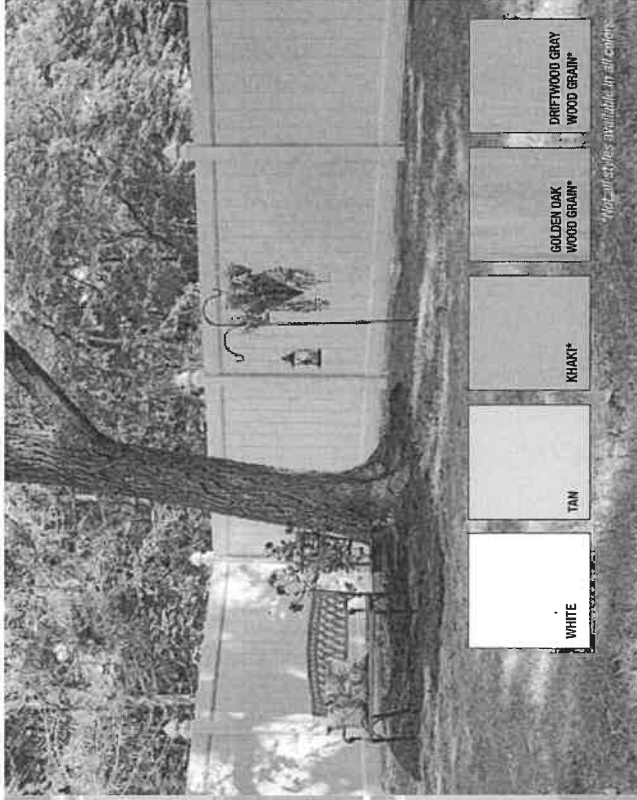


## IMPRESSIONS

This budget-friendly option features a smooth, clean design with solid performance and lasting appeal.

- 1 3/4" x 5 1/2" smooth rails
- White, Tan, Khaki and Wood Grains\*
- Bottom rail features an aluminum insert for added support

\*Not all styles available in all colors.



\*Not all styles available in all colors.



## SOLID PRIVACY

**Legend Decorative — 2" x 7" Rail**

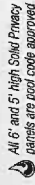
- 8' wide panels available 6', 5' and 4' high
- 6' wide panel available 6' high

**Legend — 1 3/4" x 7" Rail**

- 8' wide panels available 6', 5' and 4' high

## Impressions — 1 3/4" x 5 1/2" Rail

- 8' wide panels available 6', 5' and 4' high
- 6' wide panels available 8', 6', 5' and 4' high



All 6' and 5' high Solid Privacy panels are pool code approved

## SOLID PRIVACY

The Legend Solid Privacy fence is one of the most traditional and popular styles of vinyl fence throughout the country. Strong, safe and durable, our Solid Privacy fence offers low-maintenance with consistent quality and appearance.

Our Solid Privacy fence features three rail options with most styles available in all three solid colors. In addition, our Impressions line is now available in two wood grain patterns — making this a fence that can satisfy every taste and budget.



## SPECIALTY SOLID PRIVACY OPTIONS

### TWO-TONE

Select sizes of Legend Solid Privacy fence are available in a two-tone design featuring tan infills with white rails or khaki infills with white rails.

A unique, decorative look for homeowners who desire a more custom look.

### WOOD GRAIN

Enjoy the beauty and natural look of wood with the longevity and low maintenance of vinyl — available in Golden Oak and Driftwood Gray.\*

Our innovative wood grain streaking process creates patterns that differ on each board — creating the look of natural wood. Unlike traditional wood, our vinyl wood grain fences will never warp or crack and require no staining or painting.

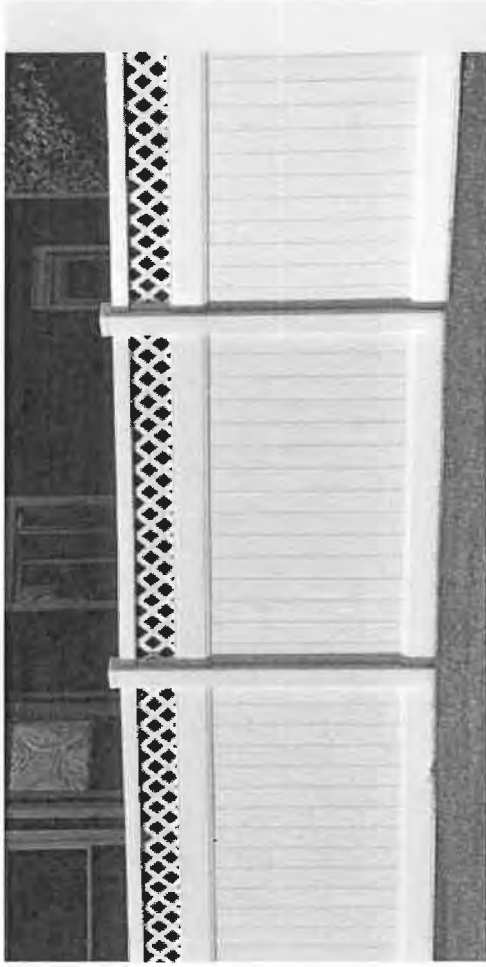
\*Limited styles and sizing available in wood grain patterns.



*Enjoy the beauty and natural look of wood with the longevity and low maintenance of vinyl.*







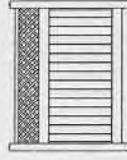
## LATTICE TOP PRIVACY

The best of both worlds, the Legend Lattice Top Privacy fence offers privacy with decorative accents.

The bottom portion is composed of solid tongue-and-groove boards while the lattice top offers increased air circulation and provides some visibility into and out of your yard.

Choose from multiple fence heights that let you enjoy your yard while minimizing the view.

*Matching walk and drive gates available to complement each style and color.*



## LATTICE TOP PRIVACY

**Legend Decorative —**  
**2" x 7" Rail**


8' wide panels available  
6', 5' and 4' high

**Legend — 1 3/4" x 7" Rail**  
8' wide panels available  
6', 5' and 4' high

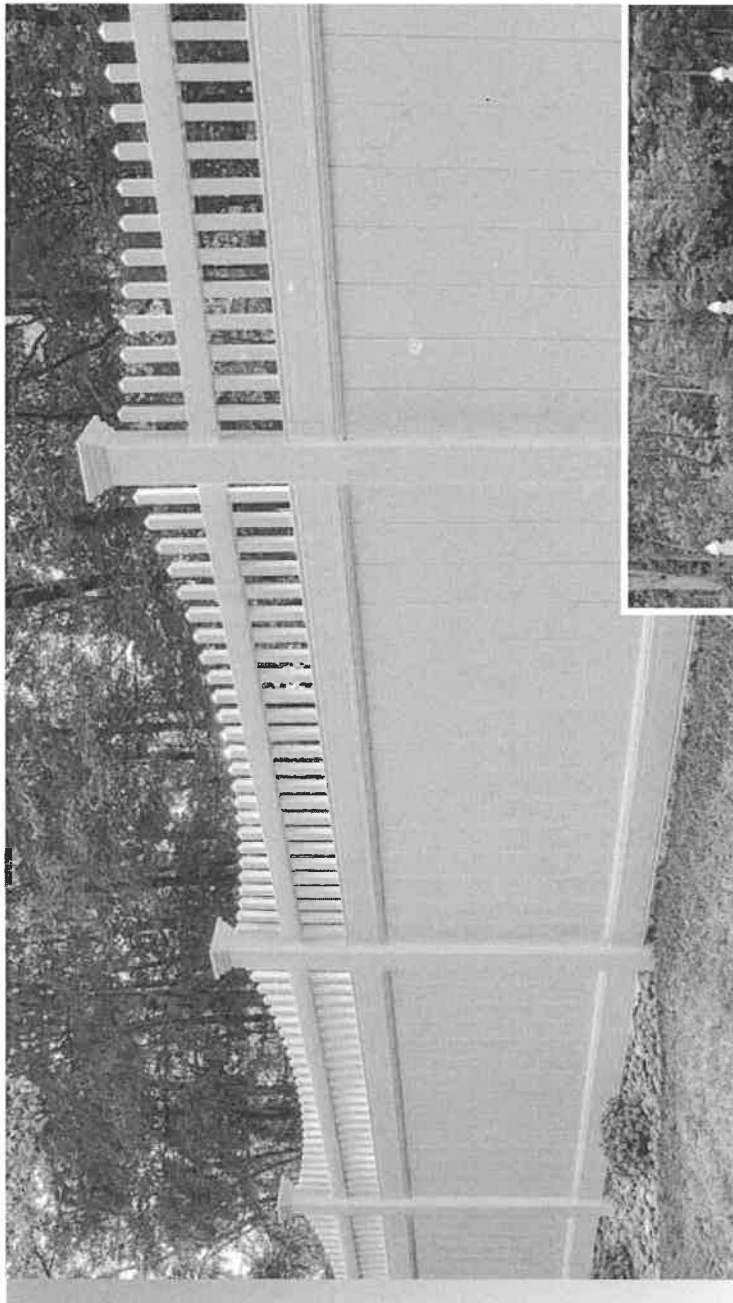
**Impressions —**  
**1 3/4" x 5 1/2" Rail**

8' wide panels available  
6', 5' and 4' high

6' wide panel available  
6' high

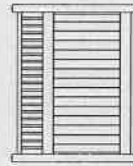
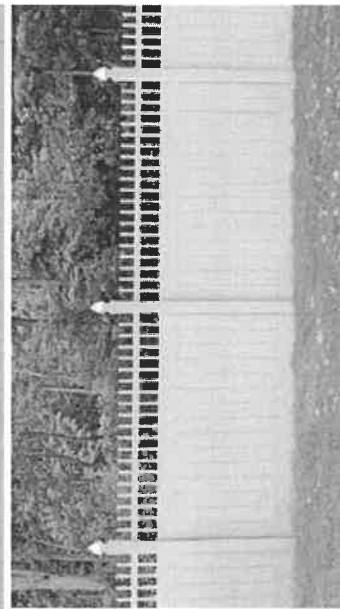
 Only 6' high Lattice Top panels are pool code approved





## CLOSED AND OPEN SPINDLE TOP PRIVACY

Closed and Open Spindle Top Privacy panels are a contemporary twist on traditional solid privacy vinyl fences. Featuring tongue-and-groove boards that add strength and durability, Legend Closed and Open Spindle Top Privacy styles — including our new scallop design — offer decorative accents and increased air circulation.

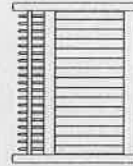


### CLOSED SPINDLE TOP PRIVACY

**Legend Decorative —**  
2" x 7" Rail  
8' wide panel available  
6' high

**Legend — 1 1/4" x 7" Rail**  
8' wide panels available  
6', 5' and 4' high

**Impressions —**  
1 1/4" x 5 1/2" Rail  
6' wide panel available  
6' high

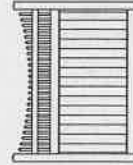


### OPEN SPINDLE TOP PRIVACY

**Legend Decorative —**  
2" x 7" Rail  
8' wide panel available  
6' high

**Legend — 1 1/4" x 7" Rail**  
8' wide panels available  
6', 5' and 4' high


**Impressions —**  
1 1/4" x 5 1/2" Rail  
6' wide panel available  
6' high



### OPEN SPINDLE TOP SCALLOP PRIVACY

**Legend Decorative —**  
2" x 7" Rail  
8' wide panel available  
6' high

**Legend — 1 1/4" x 7" Rail**  
8' wide panel available  
6' high

 Only 6' high Spindle Top panels are pool code approved.

## INNOVATIVE VINYL GATE DESIGN

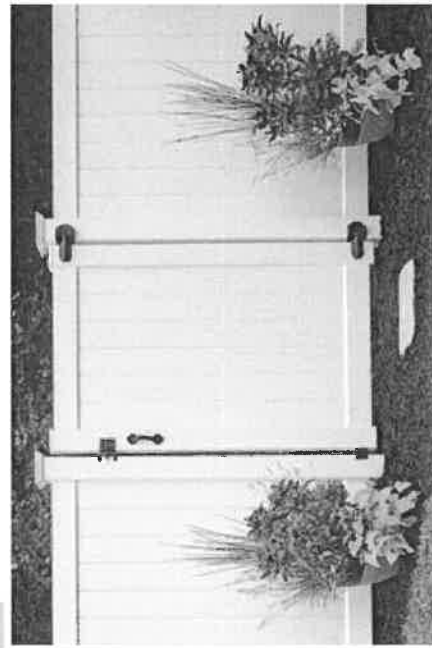
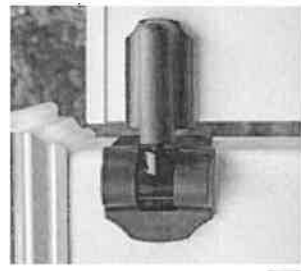
*Our innovative Legend vinyl gate design features both strength and style.*

Matching walk and drive gates are available to complement each fence panel style and color.

Legend vinyl gates' clean pocket design creates a gate that:

- Will not sag! It's as strong as a metal frame gate without the additional weight.
- Stays square without the need for additional bracing — no unsightly crossbars.
- Includes premium quality hardware — self-closing hinges with polymer covers, gate stop and latch plate.

*We guarantee our gate and hardware will last and back that up with a transferable limited lifetime warranty!*





*Semi-privacy styles are designed to shield you from the outside world while allowing air to flow between the boards — creating the perfect balance between openness and solitude.*

## SEMI-PRIVACY

Legend Semi-Privacy styles — with 3" and 6" pickets — create the perfect balance between openness and solitude. Our semi-privacy designs shield you from the outside world while allowing air to flow between the fence boards.

Semi-Privacy panels are available in three colors — white, tan and khaki — in 8' sections. Matching walk and drive gates are available to complement each style and color.



WHITE



TAN

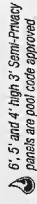


KHAKI



### 3" SEMI-PRIVACY

8" wide panels available  
6', 5' and 4' high



Only 2" high 3" Semi-Privacy panels are pool code approved



### 6" SEMI-PRIVACY

8" wide panels available  
6', 5' and 4' high



Only 2" high 6" Semi-Privacy panels are pool code approved



### 6" DOGEAR SEMI-PRIVACY

8" wide panels available  
6', 5' and 4' high



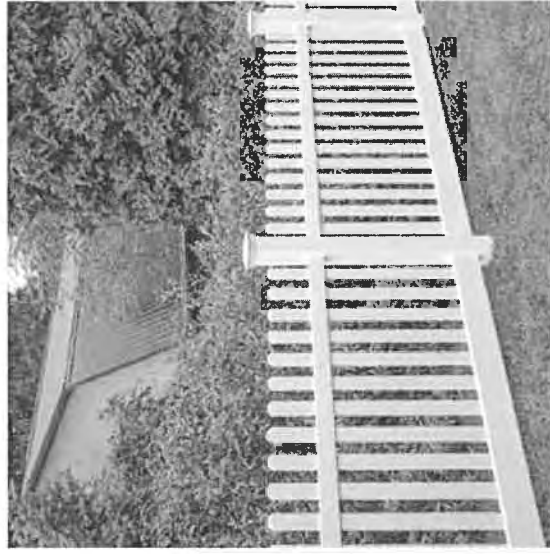
Only 6" high 6" Dogear Semi-Privacy panels are pool code approved



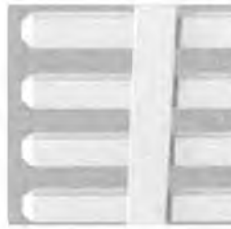
## PICKET

Tap into the timelessness of low-maintenance vinyl picket fencing, featuring a "good neighbor" fence that is equally attractive on both sides.

Legend 8' wide picket panels are available in Classic, Dogear and Spade styles in three colors — white, tan and khaki — and feature both straight and scallop options. Our 6' picket panels are available in select styles and in two colors — white and tan.



*Classic Picket  
1 1/2" Square Pickets*



*Dogear Picket  
3" Pickets*



*Spade Picket  
3" Pickets*



**CLASSIC  
STRAIGHT PICKET**  
*2"x 6" Bottom Rail*  
8' wide panels available  
6', 5', 4' and 3' high  
6' wide panel available  
4' high



**CLASSIC  
SCALLOP PICKET**  
*2"x 6" Bottom Rail*  
8' wide panels available  
6', 5', 4' and 3' high  
6' wide panel available  
4' high



**DOGEAR STRAIGHT  
PICKET**  
*2"x 6" Bottom Rail*  
8' wide panels available  
5', 4' and 3' high  
6' wide panel available  
4' high




**DOGEAR SCALLOP  
PICKET**  
*2"x 6" Bottom Rail*  
8' wide panels available  
5', 4' and 3' high  
6' wide panel available  
4' high

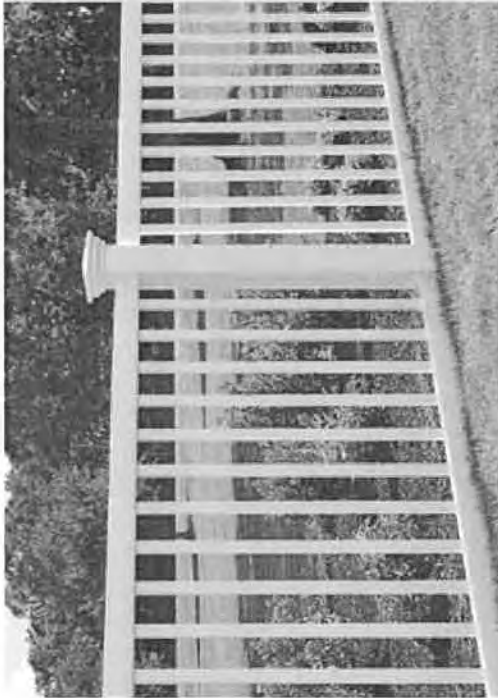


**SPADE STRAIGHT  
PICKET**  
*2"x 6" Bottom Rail*  
8' wide panels available  
5', 4' and 3' high



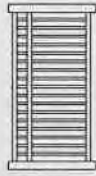
**SPADE SCALLOP  
PICKET**  
*2"x 6" Bottom Rail*  
8' wide panels available  
5', 4' and 3' high

 All 6' and 5' high Picket panels  
are pool code approved




## CLOSED PICKET

The Legend Closed Picket line of vinyl fencing is an excellent choice to mark boundaries and provide protection. As with all other Legend panels, matching walk and drive gates are available.



### CLOSED PICKET 3 RAIL


**2" x 3½" Rails —  
⅞" x 1½" Pickets**  
8" wide panel available  
5' high

 5' high Closed Picket 3 Rail panels are pest code approved.



### CLOSED PICKET 2 RAIL


**2" x 3½" Rails —  
⅞" x 1½" Pickets**  
8" wide panels available  
4' and 3' high

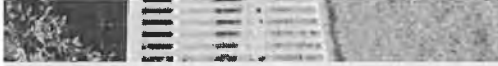
 Only 4' high Closed Picket 2 Rail panels are pest code approved.



### CLOSED PICKET 2 RAIL

**2" x 3½" Rails — 3" Pickets**  
8" wide panels available  
4' and 3' high  
6' wide panel available  
4' high

 Only 4' high Closed Picket 2 Rail panels are pest code approved.

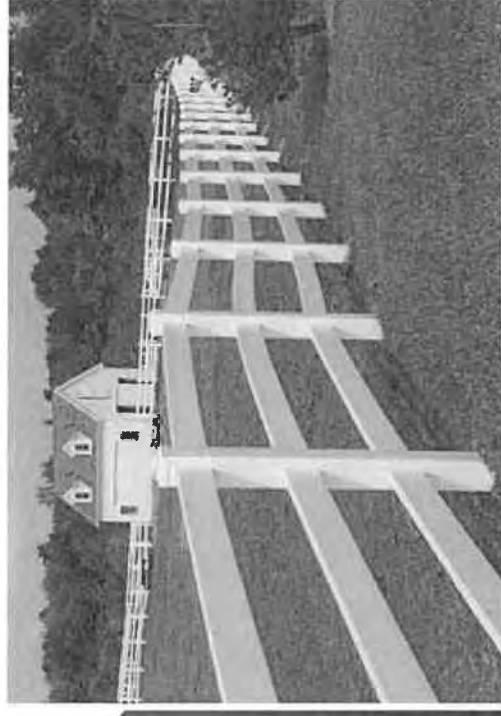
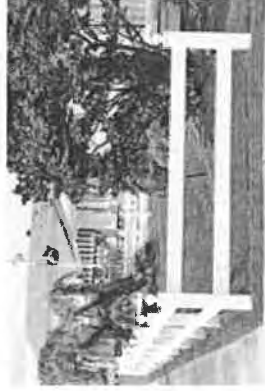
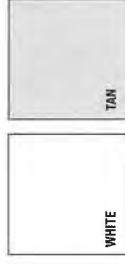


## RANCH RAIL

Legend's Ranch Rail panels offer an effective way to enclose and define your yard, contain your garden area or wrangle in the wide open space of your property.

Our 2, 3 and 4 Rail and Crossbuck Ranch Rail — available in white or tan — offer a routed assembly system, giving your fence a nearly flawless appearance.

It's also the perfect solution for commercial use in housing developments and recreation areas.



**2 RAIL RANCH RAIL**  
1½" x 5½" Rails



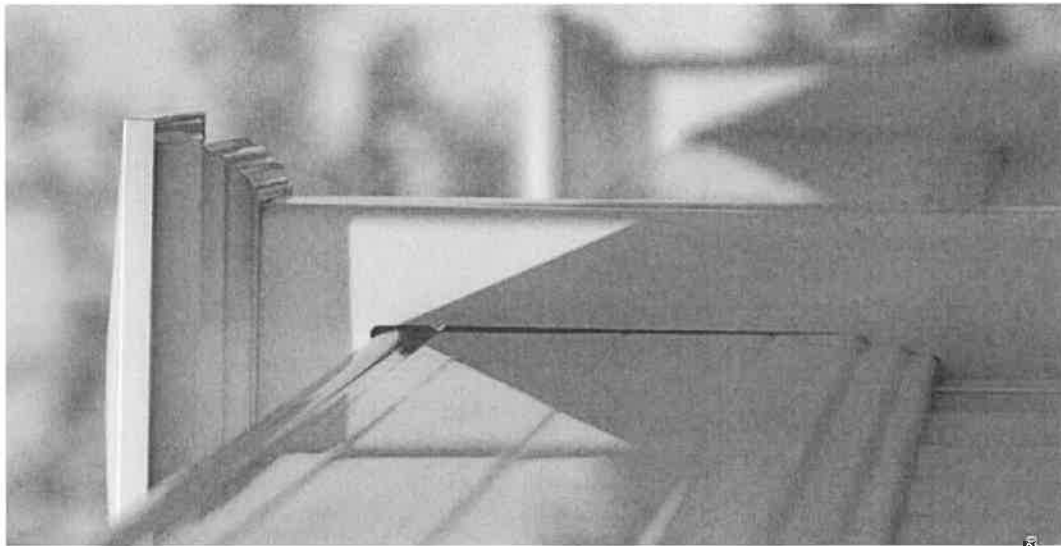
**3 RAIL RANCH RAIL**  
1½" x 5½" Rails



**4 RAIL RANCH RAIL**  
1½" x 5½" Rails



**CROSSBUCK  
RANCH RAIL**  
1½" x 5½" Rails



## POST TOPS

Complete your fence project with one of our decorative post tops available in a variety of styles and colors to match every Legend vinyl fence.\*



*Internal Post Top*



*Pyramid Post Top*



*New England Post Top*



*Contemporary Post Top*



*Federation Post Top*



*Solar Post Top\*\**



*Gothic Post Top*



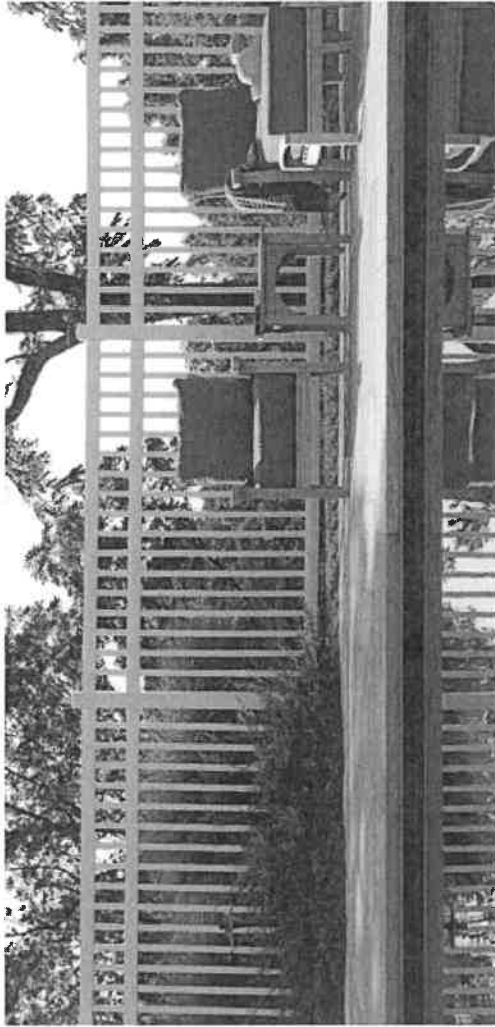
*Ball Post Top*



*Coachman Post Top*

\* Post Tops to match Wood Grain Solid Privacy fence available only in select styles.

\*\* Solar Post Tops available in white only.



## POOL CODE SPECIFICATIONS

Certain styles and heights of Legend Vinyl Fencing are pool code approved at the national level. Please note that codes not only vary by state, but also by locality. Our pool code products may not meet your local pool code requirements. Be sure to check the codes in your area before ordering.

### PANEL SPECIFICATIONS

- Fence panel must be at least 48" tall
- Distance from the top of the bottom rail to the top of the next highest rail must be at least 45"
- Spacing between pickets must be less than 4"
- Space from the bottom of the bottom rail to the ground must be less than 4"

### GATE SPECIFICATIONS

- Must have self-closing hinges and self-closing latches
- Need to open out (away from pool area)
- Opening mechanism of the latch must be at least 54" above the ground
- Must not use a cross brace on gates



## VINYL FENCE WIND CODE

Legend Vinyl Fencing is warranted to withstand up to 60 MPH winds without additional reinforcements. With additional reinforcements, we warranty up to 115 MPH wind gusts.

Legend® Vinyl Fencing by Master Halco  
Transferable Limited Lifetime Warranty

replacement products may vary in color or gloss in comparison to the original Product as a result of normal weathering.

**TRANSFEREE COVERAGE:** Limited lifetime warranty coverage will be extended to one (1) transferee with the following limitations: the one (1) transfer shall only be from residential consumer (original Product purchaser) to a second homeowner. As a transferee, your warranty is valid thirty (30) years from the date of the original purchase.

The thirty (30) year limited warranty for commercial installations cannot be transferred.

**REGISTRATION:** To activate this warranty, fill out the product registration form on the website listed below, or mail the completed registration card to Master Halco. Registration of Product will be valid thirty (30) days from date of Product purchase for the life of the Product.

Except as expressly set forth in this warranty, Master Halco HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE, RELATING TO THE PRODUCT. FOLLOWING THE SALE THAT YOU MAY SEEK A REMEDY OR REPAIR OF THE DEFECTIVE PRODUCT, YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY STATE TO STATE.

NO DISTRIBUTOR, DEALER OR OTHER PERSON IS AUTHORIZED BY MASTER HALCO TO CHANGE THIS WARRANTY OR TO MAKE ANY ADDITIONAL REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE, RELATING TO THE PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY STATE TO STATE.

**LIMITATION OF LIABILITY:** THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND MASTER HALCO'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. MASTER HALCO'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT. NOR SHALL MASTER HALCO BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY IS VALID ONLY IN THE UNITED STATES AND CANADA.

This warranty is effective for products purchased after January 1, 2017. This warranty can also be found online at: [www.MasterHalco.com/warranty](http://www.MasterHalco.com/warranty)

To register your fence online, go to: [www.MasterHalco.com/warranty](http://www.MasterHalco.com/warranty)  
In case of a warranty claim, call 1-888-443-3823 or email [inquiries@masterhalco.com](mailto:inquiries@masterhalco.com)

**WHO IS COVERED:** The limited lifetime warranty covers residential and commercial properties. This limited warranty extends to the original purchaser and one (1) transferee as specified herein.

**WHAT IS COVERED:** Master Halco warrants that its hardware products (hardware) are free from defect in design, material and workmanship for the life of the Product. This limited warranty is valid beginning on the date of Product purchase.

**WHAT THIS WARRANTY DOES NOT COVER:** The limited warranty will not cover normal wear and tear, failure to follow any procedures specified or recommended by Master Halco for the installation, operation and maintenance of the Product; any damage to the Product caused by misuse, abuse, tampering, unauthorized repair, misuse, abnormal use, abuse, accident, damage after delivery to the consumer, damage caused by events beyond human control including but not limited to fire, flood, lightning, hurricanes, earthquakes, wind, hail, snow, ice, and/or damage to components caused by corrosion or other environmental conditions; any defect of or in any framework or material supporting the Product; faulty workmanship of any kind; and any damage to the Product caused by the use of the Product. This limited warranty does not cover costs of removal or disposal of product, or reinstallation of replacement product. Any other expenses or costs of removal or disposal of product or reinstallation of replacement product shall be at Master Halco's discretion and terms that it deems fit.

**WHAT MASTER HALCO DOES TO REMEDY THE PROBLEM:** Should your Master Halco product prove defective under warranty, visit the website or call the phone number listed below. Master Halco requires written notice or phone call within thirty (30) days of discovering the defect and you must show original proof of purchase receipt. You will be required to provide to Master Halco pictures and/or samples of the defective Product. If it is determined by Master Halco, in its sole discretion, the Product has a manufacturer defect in material or workmanship, Master Halco is not included in warranty. If the Product is discontinued, Master Halco will repair or replace the Product with a product of comparable quality or price range.

Master Halco reserves the right to discontinue or modify any of its products, including the color of its products without notice to the purchaser. Master Halco does not warrant that any replacement material will match or be identical to the original Product as material may change over time due to weathering. Master Halco does not warrant that any replacement material will match or be identical to the original Product as a result of normal weathering.

Boerboel® Gate Solutions/Hardware  
Limited Lifetime Warranty

Except as expressly set forth in this warranty, Master Halco HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE, RELATING TO THE PRODUCT. FOLLOWING THE SALE THAT YOU MAY SEEK A REMEDY OR REPAIR OF THE DEFECTIVE PRODUCT, YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY STATE TO STATE.

NO DISTRIBUTOR, DEALER OR OTHER PERSON IS AUTHORIZED BY MASTER HALCO TO CHANGE THIS WARRANTY OR TO MAKE ANY ADDITIONAL REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE, RELATING TO THE PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY STATE TO STATE.

**LIMITATION OF LIABILITY:** THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND MASTER HALCO'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. MASTER HALCO'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT. NOR SHALL MASTER HALCO BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY IS VALID ONLY IN THE UNITED STATES AND CANADA.

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To register your fence online, go to: [www.MasterHalco.com/warranty](http://www.MasterHalco.com/warranty)  
In case of a warranty claim, call 1-888-443-3823 or email [inquiries@masterhalco.com](mailto:inquiries@masterhalco.com)



Legend Vinyl Fencing by Master Halco  
TRANSFERABLE LIMITED LIFETIME WARRANTY

REGISTRATION CARD

Please print and complete all lines of required information.  
Thank you for your purchase of your Legend Vinyl Fencing product. Please take a moment to register your product to ensure your receipt of all the associated Master Halco warranty benefits.

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
DATE PURCHASED: \_\_\_\_\_  
DATE INSTALLED: \_\_\_\_\_  
INSTALLER'S COMPANY NAME: \_\_\_\_\_  
WHICH FENCING PRODUCT DID YOU PURCHASE? \_\_\_\_\_



PLACE  
STAMP  
HERE

## VINYL FENCE CARE & MAINTENANCE INSTRUCTIONS

### HOW DO I CLEAN MY VINYL FENCE?

- Most dirt can be washed off with a mild soap and water solution.
- Heavier stains can be cleaned with any non-toxic household cleaner.
- On occasion you may want to spray your fence with a garden hose. This will help remove grass clippings, dirt and fertilizer chemicals and keep it looking as new as possible.
- To remove minor stains use a non-abrasive liquid cleaner.
- For removal of major stains follow the manufacturer's directions for one of the following cleaning agents:
  - Simple Green<sup>®</sup> All Purpose Cleaner
  - Mr. Clean<sup>®</sup> Magic Eraser
  - Mineral Spirits
  - Trichloroethylene
  - CLR (Calcium, Lime and Rust) Cleaner
  - Vinegar

*Note: Goof Off<sup>®</sup> and Goo Gone<sup>®</sup> are not recommended to remove stains.*

### MAINTENANCE TIPS

To maximize the life of your fence address these areas:

- Adjust the gate every Spring. As a reminder, gate adjustments and leveling are normal care and maintenance items that the homeowner is responsible for.
- Oil the gate hinges and tighten the screws once a year.
- Do not let the gate swing in the wind. Keep it secured.
- Deter children from swinging on the gate.
- Re-tamp and realign loose posts.



**MasterHalco.com**  
888-643-3623

Branch service centers are located throughout North America

5101638  
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AVAILABLE FROM:

