

## 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 25, 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

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 September 11, 2023 (APPROVE)
  - c. Minutes - Board of Trustees Regular Meeting September 11, 2023 (APPROVE)
  - d. Warrants \$310,056.84
  - e. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION ACCEPTING FOUR (4) PROPOSALS AND APPROVING THE PURCHASE OF FOUR (4) Sentry MOBILE SURVEILLANCE CAMERAS WITH APPLICABLE LICENSING SOFTWARE FROM MOBILE PRO SYSTEMS TO ENHANCE PUBLIC SAFETY AT BORSE MEMORIAL COMMUNITY AND MIDWAY PARKS, AT A COST NOT TO EXCEED \$49,171.00 (ADOPT)
  - f. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE INDIAN PRAIRIE PUBLIC LIBRARY DISTRICT TO PROVIDE SNOW REMOVAL SERVICES TO THE INDIAN PRAIRIE PUBLIC LIBRARY (ADOPT)
  - g. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO A CONTRACT WITH TILES IN STYLE, LLC D/B/A TAZA CONSTRUCTION FOR THE PROVISION AND INSTALLATION OF A SIX FOOT COATED CHAIN LINK FENCE FOR THE MIDWAY PARK IMPROVEMENTS PROJECT (ADOPT)
  - h. MOTION - A MOTION FOR A BUDGET AMENDMENT TO THE GENERAL FUND

NEW BUSINESS

6. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE AMENDING TITLE 8, ENTITLED "TRAFFIC REGULATIONS", CHAPTER 8, ENTITLED "PARKING RULES", SECTION 8-8-15, ENTITLED "PARKING RESTRICTIONS", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK (PASS)
7. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND AMERICAN TRAFFIC SOLUTIONS (ATS), INC. D/B/A VERRA MOBILITY (ADOPT)
8. MOTION - A MOTION TO APPOINT GERARD WODKA TO BE A DEPUTY CHIEF FOR THE VILLAGE OF WILLOWBROOK (PASS)

PRIOR BUSINESS

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

The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees Authorized by 5 ILCS 120/2(c)(1)

15. 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, SEPTEMBER 11, 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, Village Clerk Deborah Hahn, Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Gregory Ruffolo, 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, Deputy Clerk Christine Mardegan, and Public Works Foreman AJ Passero.

Absent: Chief Financial Officer Lora Flori.

A QUORUM WAS DECLARED

Village Attorney Michael Durkin arrived at 5:33 p.m.

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Ruffolo to lead everyone in saying the pledge of allegiance.

4. VISITORS' BUSINESS

None present.

Trustee Davi advised the Board that he had received a message from resident Jim Nipperus regarding the Midway Park fencing discussion. The full email from Mrs. Donalynne Nipperus is in Attachment A.

As there were no speakers present, the Mayor continued to the next item.

5. ITEMS FOR DISCUSSION:

a. PRESENTATION - DELTA MARRIOTT HOTEL OWNER PRESENTATION AND CONCEPT PROPOSAL FOR THE UNOCCUPIED SOUTHEAST WING OF THE EXISTING HOTEL

Director Krol advised that the owner of the Delta Marriott, Mr. Jamin Shah, had contacted the Village with a concept to reopen the southeast wing of the hotel. He noted that wing of the hotel had been closed for several years, with the agreement of the hotel, Village and Tri-State Fire District, due to inadequate fire protection in that wing. The area cannot

be used for guest occupancy, employee access, nor storage.

Mr. Shah was unable to attend this evening to present his plans. Administrator Halloran indicated that in discussions with Mr. Shah, he had hoped to renovate/refurbish that wing of the hotel and possibly build an entirely new hotel, possibly under another brand. The Village has requested renderings or plans, which have not been provided.

As the extent of the plans is not known at this time, the information will be brought before the Plan Commission and/or Board at a later date when additional information is known for any requests for project approval, permits, or any TIF funding issues.

The Mayor asked the Trustees to weigh in on the possibility of expansion on the hotel site. All six Trustees expressed strong opposition to the expansion plan for a variety of reasons including issues with the current hotel, lack of plans presented, and detrimental precedent in site usage. Although the Board is generally in favor of supporting local business expansion plans, the consensus was to reject the current proposal without further information.

b. DISCUSSION REGARDING INSTALLING FOUR (4) MOBILE PRO CAMERA SYSTEMS TO ENHANCE PUBLIC SAFETY AT BORSE MEMORIAL COMMUNITY AND MIDWAY PARKS

Deputy Chief Kadolph reviewed the past and current safety and security concerns of residents and the Police Department at Borse and Midway Parks and the ongoing efforts to address these issues.

With an increase in the number of park programs and events, the ability to monitor these events with multiple cameras will enhance the department's alertness to potential concerns. The cameras would allow the police to monitor situations as they develop and provide the ability to monitor with less personnel and from remote locations.

The cameras recommended are similar to those being installed as part of the grant for the Attorney General's Organized Retail Crime Program. Installation of three (3) cameras in Borse Park and one (1) camera in Midway Park is recommended. These will provide coverage for all parking areas, structures, most walking paths and other activity areas.

The overall cost is approximately \$51,671 which includes the cameras at \$49,171 and electrical work at \$2,500.

Trustee Mistele asked about monitoring and alerts. Deputy Kadolph indicated that the cameras can be monitored from the department or in squad cars, and the system includes alert notification as well. Administrator Halloran noted, with an increase in vandalism in the past

year, this system will help with police investigations into any incidents. Deputy Kadolph noted that the presence of cameras in the parks may also aid in prevention by acting as a deterrent.

Trustee Mistele also asked how long the data is held. Deputy Kadolph responded that there are different settings that can be set for data retention in addition to the ability to download the data. Trustee Mistele also asked about other cameras in the Village and in the schools. Deputy Kadolph indicated additional cameras were being installed as part of the Attorney General's program for a total of 14 other cameras. He noted that the schools have their own camera systems, the data from which can be shared with the police department.

The consensus of the Board is to proceed with the purchase of the cameras for Borse and Midway Parks.

c. DISCUSSION - LIVING WATERS CONSULTANTS INC, STREAM AND POND ENHANCEMENT CONCEPT PLAN FOR BORSE MEMORIAL COMMUNITY PARK (OSLAD PHASE II GRANT)

Director Kleefisch opened the discussion into the concept plan presented by Living Waters Consultants, Inc. for the stream and pond enhancement at Borse Memorial Community Park to be included in the OSLAD grant application as part of Phase II of the park renovation.

He began by providing background information on the representative from Living Waters Consultants, Inc., Ted Gray, and the company. He also reviewed the current conditions of the stream and pond.

The concept plan developed by Living Waters Consultants, in addition to benefiting the park overall, will also help in making the Village's application for the OSLAD grant from the Illinois Department of Natural Resources more attractive with a portion of the project dedicated to natural resource conservation and wildlife enhancement.

Director Kleefisch then reviewed the proposed plan, designed to achieve the highest possible score on the OSLAD application while also significantly improving the natural resources and elements that the park has to offer. He addressed each of the severe conditions which currently exist and the proposed solution.

The cost of undertaking the project was proposed in two different methods: as a single-phase project and as a two-phase project. As a single-phase project, including both the streambank restoration and pond enhancements, including the engineering costs, is \$410,000.

As a two-phase project, separating the pond and streambank, the cost of the pond enhancement including engineering, would be \$207,000. The cost

of the streambank restoration, including engineering would be \$267,500, making the total investment as a two-phase project would be \$474,500.

Staff recommends completing the project in one-phase, realizing a cost savings of \$64,000 to \$100,000 based on savings from Living Waters and contractor mobilization and setup.

Trustee Berglund noted that there have been comments on social media where residents felt the Village was not taking any action on the water features of the park and asked if Director Kleefisch or Mr. Arteaga could address those concerns. Administrator Halloran indicated that staff is aware of the issue and had responded to the resident directly to address their concerns.

Trustee Davi asked if anything similar had been done in the Village. Director Kleefisch indicated that the restoration of Willow Pond was a similar project. The Trustee asked for the cost of the Willow Pond project. Although Director Kleefisch was not sure of the cost, Mayor Trilla indicated he remembered seeking the OSLAD grant at the time, and to the best of his recollection, the project cost was around \$675,000.

Trustee Davi also wanted to know where the money would come from for this project, particularly if the OSLAD grant was not received. Director Kleefisch indicated that for the Borse Park Project, the Village was seeking multiple grants for multiple parts of the project. Although hoping for the best in the receipt of multiple grants, staff has budgeted for the project under the Capital Improvement funds. Administrator Halloran reminded the Board that the Borse Park Project is a multi-phase project and would be planned in the budget for each year of the project.

The consensus of the Board was to move forward as staff proposes.

**d. DISCUSSION – FENCING OPTIONS AT MIDWAY PARK.**

Administrator Halloran indicated that the last item remaining in the Midway Park Redevelopment project is the perimeter fencing. He indicated that numerous discussions had been held with the owners of the three adjoining properties by himself as well as Director Kleefisch and Foreman Passero.

In seeking bids for the project, in an effort to accommodate at least one of the residents, the vendors were asked for nine options, to include three different heights, and three different materials.

Staff recommends a six-foot chain link fence. One important factor in considering chain link over wood or vinyl is to reduce the potential for graffiti, a concern raised by some of the neighbors. In addition, the plan for the park includes the planting of 73 trees on the east and west side

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of the park, further obscuring the fencing.

Two of the three neighbors support the proposed fencing. Director Kleefisch spoke with one of the neighbors who indicated that in addition to the 6-foot chain link fence, they would like a double row of arbor vitae plantings. He noted that staff has stressed that in addition to considering functionality, safety and security, the desire is to make the park aesthetically pleasing as well.

Mayor Trilla provided a personal testimonial supporting a chain link fence in conjunction with natural plantings. He indicated that once the trees and bushes matured, the fence was hardly visible, and the chain link is durable and effective.

The consensus of the Board was to install the six-foot, black, chain link fencing at the Midway Park project.

ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adjourn the Special Meeting at the hour of 6:10 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

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

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Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

Minutes Committee of the Whole 09-11-2023

Attachment A

**From:** [Donalynne J. Nipperus](#)  
**To:** [Frank Trilla](#); [Sean Halloran](#); [Dustin Kleefisch](#); [Alex Arteaga](#); [villageclerk@gmail.com](mailto:villageclerk@gmail.com); [Mark Astrella](#); [Sue Berglund](#); [Umberio Davi](#); [Michael Mistele](#); [Gayle Neal](#); [Greg Ruffolo](#)  
**Cc:** [RMB Heating](#)  
**Subject:** Agenda Item no. 5.d. Discussion on fencing options at Midway Park  
**Date:** Monday, September 11, 2023 4:45:56 PM

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Good Afternoon,

As I am aware that there will be a discussion and that staff is seeking approval to construct fencing around Midway Park,

As you are aware as a homeowner who is being one of the ones that is being directly effected as to all of the so called improvements at Midway. What was nice a beautiful calm and pleasant area will now be filled with events and cars amongst other things. I have a major interest as to what and how this will impact our property. When we moved to this area 20+ years ago we did not move next to an active park. We built our dream home next to a beautiful passive park and loved participating in soccer games and other actives at the park. We once had an amazing view of green grass, trees and wildlife. Days filled with nothing but the sound of birds. Fast forward to all that beauty being taken away in just a few short months. Current view is a construction sight.

We all know that change whether good or bad does happen.

As I have had a few conversations with Mr. Kleefisch and my concern about privacy and security. I have on more than one occasion made this know, that I do not believe a chain link fence offers the current residence that will be impacted the most any type of or level of safety.

We have one of the larger lots in Willowbrook and have enjoyed our property as a relaxing sanctuary after a longs day work. We enjoyed the country feel of Willowbrook and it's open spaces which no longer exist. Turning our Village into just another city. With the new development that will be completed at any time, I now have a neighbor. We also have a inground swimming pool and pole barn on our property which you can all see from the renderings that were on display at the open houses. Once Midway Park is open for business we will no longer have that secure feeling. I am hoping that the board takes my concerns seriously and looks at other options than chain link fencing. We all know that chain link fencing is less expensive, however I think the privacy and safety is very important to the residence that are taking the direct impact of the new development.

I am hoping that a decision is not made tonight. I would personally like to invite you to our home and see why I feel a chain link fence is not suitable.

Please feel free to reach out to me at anytime.

***Donalynne J. Nipperus***

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, SEPTEMBER 11, 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, Village Clerk Deborah Hahn, Mayor Frank Trilla, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal and Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Community Development Michael Krol, Chief Financial Officer Lora Flori, Director of Parks, Recreation Dustin Kleefisch, Chief Lauren Kaspar, Deputy Chief Benjamin Kadolph, Deputy Clerk Christine Mardegan and Public Works Foreman AJ Passero.

ABSENT: None.

A QUORUM WAS DECLARED

Mayor Trilla asked everyone to remain standing for a moment of silence after the Pledge of Allegiance in honor of 9-11.

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Ruffolo to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

Mr. Arteaga received an email for public comment regarding an agenda item. See Attachment A.

There were several members of the public present who wished to address the Board:

Dorothy Wienczek, a resident of 77 Lake Hinsdale Dr. and a representative of her building on the LHV Board of Directors, spoke. Ms. Wienczek wanted to address the Board to express her concern with the delay in approving permits at Lake Hinsdale Village. Although she acknowledged that some of the fault lies with the contractor, she is disappointed with the delay, conflicting information received in the permitting process, and the necessity for duplicate inspection and reporting. She is requesting that a permit be issued without further delay.

Donna Schelthoff, a 45-year resident of Darien and 5-year resident of Willowbrook, expressed her displeasure at the handling of the permitting for repairs at Lake Hinsdale Village. Although the permit was applied for late, and an engineer hired after the fact, the residents have been advised by SafeBuilt that additional work to be done on the project.

Mr. Bobby Verduin, a Willowbrook resident, reported that over the weekend he was in Springfield, Illinois with the Gateway Special Olympics. He thanked the Mayor and the Board for the Village's collaboration with Gateway Special Recreation Association.

Mr. Verduin noted that the participants played well, and although not the winner at the state final, they were the runner up. He and his mother were honored to represent the Village of Willowbrook. His mother, Mrs. Caryn Verduin, also thanked the Mayor and Board for everything they did to make this happen. She offered her thanks for the Village's continued support of this organization and was excited to share good news with you.

Mayor Trilla offered his congratulations to Mr. Verduin on his achievement.

Ace Boydston shared some photos of the Lake Hinsdale Village project with the Board before he spoke. He came to express his frustration with the difficulties being faced in the project. He indicated that, as the construction and building season winds down, the timing has become critical. After a six-week shut down of the project, the project site has become a safety issue. With two engineers involved in the project, there is disagreement between them over the governing code.

He is appearing before the Board in order to ask for the Board's help in expediting the process. All parties are willing to comply with the code, but the delay is also creating an additional safety hazard as the delay continues.

Lake Hinsdale Village resident Anna Hobbs spoke to request the Board's help to expedite the permitting process that has been discussed this evening to allow the project to be completed.

Mayor Trilla expressed that his main concern is with the safety of our residents. He noted that he had not had an opportunity to speak with Director Krol on this issue but that he would make it his priority this week and get back to the permit applicants.

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 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. 23-R-50- 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. 23-O-16- 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. 23-R-51 - 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. 23-R-52- 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)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION NO. 23-R-53 - 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)

Chief Kaspar reviewed the implementation of Flock cameras within Willowbrook increasing from the original two installations to now eleven cameras throughout the Village. 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, included in FY 23/24 budget, 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.

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 at the budgeted amount. 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. With the execution of the new agreement, the Village will see savings of \$37,500 over the course of the five-year contract as compared to the cost under the new pricing structure. In addition, Village staff has also applied for additional grant funding that can help offset these costs.

Trustee Mistele asked how long the data is held in the camera. Chief Kaspar responded it is actually held in Flock's servers and purged after thirty days. Trustee Mistele asked if the equipment ownership is retained by Flock, to which Chief Kaspar indicated it was. The equipment is on a lease program so that any repairs, maintenance or upgrades required are included in the cost of the equipment. He also asked about data sharing with surrounding communities. Chief Kaspar indicated that, yes, the data can and is being shared with partner agencies.

Trustee Neal asked if the cameras would be in the local retail establishments. Chief Kaspar replied that the cameras would be in the local vicinity on Village access property and rights-of-way surrounding the retail establishments, but not on the retail property.

Mayor asked if the Flock camera could be used by Lake Hinsdale Village if they chose to participate in the program. Chief Kaspar stated that Flock has a separate homeowners' association program that they promote to HOAs. They could participate in their own program and share the data with the police department.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adopt Resolution No. 23-R-53 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION NO. 23-R-54 - 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 (PASS)

Administrator Halloran reported that this was presented at the Committee of the Whole and with the consensus being that a black-coated, six-foot chain link was acceptable.

MOTION: Made by Trustee Davi and seconded by Trustee Ruffolo to adopt Resolution No. 23-R-54 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. TRUSTEE REPORTS

Trustee Neal shared that she attended a transportation meeting presented by CMAP (Chicago Metropolitan Agency for Planning). The transportation industry is short of funds they are looking for additional ways to raise revenue.

One idea presented would be to raise the rates on trucks on the toll roads by thirty percent. Several years ago when the rates were raised, trucks moved off the toll road onto the local roads. Route 83 currently carries approximately 53,000 vehicles daily. Trustee Neal response to the idea was that for every action there is a reaction, that if the tolls are raised, more trucks will move off the toll road onto local

roads like Route 83 which already handles a high volume of truck traffic.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

**9. ATTORNEY'S REPORT**

Attorney Durkin had no report.

**10. CLERK'S REPORT**

Clerk Hahn had no report.

**11. ADMINISTRATOR'S REPORT**

Administrator Halloran had three comments, first he asked Chief Kaspar to speak about the press release. Chief Kasper related that on Thursday, September 7, the Willowbrook Police Department had a joint mission with Illinois State Police and DuPage Metropolitan Enforcement Group (DuMEG) to target prostitution at local hotels following a report of online advertisements for prostitution at these hotels. During an investigation from 11:00 a.m. to 5:00 p.m. conducted with DuMEG, we had five arrests. The individuals are named in the press release; however, the Chief reiterated that any suspects are innocent until proven guilty. All those named in the press release were charged with one count of prostitution and released pending court appearance. PD believes criminal acts will be avoided at the local hotels in the future.

Administrator Halloran updated the progress on the Panda Express project. The parties involved are confident of making progress with the NFR (No Further Remediation) letter. The updated due date is November 6, 2023. The Village reminded the project team that, in addition to the NFR, they will also need an easement agreement for the roof, an access agreement with DuPage County, and it needs to be recorded at the county office. He indicated that his confidence in the completion by the due date was low and reminded the Board that, if the documentation was not completed by November 10, 2023, the project would need to go back to square one, including representing at the Plan Commission. The Mayor reminded the Board that Panda Express has had two years to complete all the required tasks.

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Lastly, the third annual Light up the Night at Borse Memorial Community Park December 9, 2023, from 5:30 p.m. to 8:00 p.m. Last year the event was well received, with approximately 400-500 people in attendance. This year we are adding a Craft Fair and are currently working on getting vendors for this event.

12. MAYOR'S REPORT

Mayor Trilla reflected on the events that occurred on 9/11 and his own personal experiences. We lost so many innocent people that day.

13. EXECUTIVE SESSION

There is no need for an executive session this evening.

14. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adjourn the Regular Meeting at the hour of 7:11 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

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

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Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

Minutes Board of Trustees Regular Meeting 09-11-2023

Attachment A

**From:** [twothirty@comcast.net](mailto:twothirty@comcast.net)  
**To:** [Alex Arteaga](mailto:Alex.Arteaga@hinsdale.il.us)  
**Subject:** Village Board Mtg Questions/comments 9/11/23  
**Date:** Monday, September 11, 2023 6:14:39 PM

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1...almost got demolished 1241pm today when black Chevy Silverado U turned into right lane returning Southbound on Rte 83...I had arrow off 75th...comments on dangerous intersection...just like 75th/Eleanor before parking lot...

2...where on Village website can we locate

A...BRW softball contract/payments to Village

B...those permits large groups are supposed to pay for to use Borse Park pavilions...appreciate direct site

3...Village water tower at 67th/Rte 83 needs cleanup...

4...thanks for transparency on arrests for prostitution at LaQuinta...Hinsdale is very proactive in information...Patch, etc

Finally, God Bless all the FIRST Responders and all who help Americans in our prayers on this anniversary of 9/11...

Eric/Cathy Johnson

215 75th St

WB

## W A R R A N T S

September 25, 2023

GENERAL CORPORATE FUND	-----	\$ 248,560.09
WATER FUND	-----	\$ 45,358.75
CAPITAL PROJECT FUND	-----	\$ 10,190.00
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$ 5,948.00
 TOTAL WARRANTS	-----	\$ 310,056.84

Lora Flori, Director of Finance

APPROVED:  
Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
09/25/2023		APCH	100818	A&W TRAILER LLC	MAINTENANCE - BUILDING	630-228	30	30.00
09/25/2023		APCH	100819#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	778.57
					INTERNET/WEBSITE HOSTING	460-225	10	121.40
					INTERNET/WEBSITE HOSTING	640-225	30	3,061.79
					INTERNET/WEBSITE HOSTING	715-225	35	121.78
					INTERNET/WEBSITE HOSTING	715-225	35	121.40
					INTERNET/WEBSITE HOSTING	715-225	35	121.40
					INTERNET/WEBSITE HOSTING	715-225	35	121.40
					CHECK APCHK 100819 TOTAL FOR FUND 01:			4,447.74
09/25/2023		APCH	100821	ALAN F. FRIEDMAN, PHD	PERSONNEL RECRUITMENT	630-131	30	828.75
					PERSONNEL RECRUITMENT	630-131	30	828.75
					CHECK APCHK 100821 TOTAL FOR FUND 01:			1,657.50
09/25/2023		APCH	100822	ARTISTIC ENGRAVING	OPERATING EQUIPMENT	630-401	30	92.00
09/25/2023		APCH	100823	AT & T MOBILITY II LLC	TELEPHONES	710-201	35	295.58
09/25/2023		APCH	100824	B & E AUTO REPAIR & TOWING	MAINTENANCE - BUILDING	630-228	30	33.00
09/25/2023		APCH	100825	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	808.50
09/25/2023		APCH	100826	BILL KAY CHEVROLET	MAINTENANCE - BUILDING	630-228	30	303.00
					MAINTENANCE - BUILDING	630-228	30	200.00
					MAINTENANCE - BUILDING	630-228	30	200.00
					MAINTENANCE - BUILDING	630-228	30	89.50
					MAINTENANCE - BUILDING	630-228	30	200.00
					MAINTENANCE - BUILDING	630-228	30	213.72
					MAINTENANCE - BUILDING	630-228	30	200.00
					MAINTENANCE - BUILDING	630-228	30	99.95
					MAINTENANCE - BUILDING	630-228	30	200.00
					MAINTENANCE - BUILDING	630-228	30	18.63
					CHECK APCHK 100826 TOTAL FOR FUND 01:			1,724.80
09/25/2023		APCH	100828	BRIAN SONG- SONG DENTAL	PARK PERMIT FEES	310-814	00	100.00
09/25/2023		APCH	100829	BUTTREY RENTAL SERVICE, INC.	EQUIPMENT RENTAL	750-290	35	671.00
					EQUIPMENT RENTAL	750-290	35	220.00
					CHECK APCHK 100829 TOTAL FOR FUND 01:			891.00
09/25/2023		APCH	100830*#	COMED	ENERGY - STREET LIGHTS	745-207	35	523.78

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					ENERGY - STREET LIGHTS	745-207	35	40.37
					ENERGY - STREET LIGHTS	745-207	35	649.54
					CHECK APCHK 100830 TOTAL FOR FUND 01:			1,213.69
09/25/2023	APCH	100832#	CONNECTA SATELLITE SOLUTIONS LLC		PHONE - TELEPHONES	455-201	10	72.79
					PHONE - TELEPHONES	630-201	30	72.79
					CHECK APCHK 100832 TOTAL FOR FUND 01:			145.58
09/25/2023	APCH	100835	ELIZABETH KOMPERDA		WELLNESS	480-276	10	379.99
09/25/2023	APCH	100839*#	GTO SEALCOATING & PAVING		STREET IMPROVEMENTS	765-685	35	1,650.00
09/25/2023	APCH	100840	HEARTLAND BUSINESS SYSTEMS, LLC		PHONE - TELEPHONES	630-201	30	112.50
09/25/2023	APCH	100841*#	HOME DEPOT CREDIT SERVICES		MAINTENANCE - BUILDING	466-228	10	450.88
					MAINTENANCE - BUILDING	466-228	10	195.29
					OPERATING SUPPLIES & EQUIPMENT	710-401	35	267.35
					OPERATING SUPPLIES & EQUIPMENT	710-401	35	136.71
					OPERATING SUPPLIES & EQUIPMENT	710-401	35	217.27
					MAINTENANCE	725-410	35	264.98
					MAINTENANCE	725-410	35	1,145.12
					CHECK APCHK 100841 TOTAL FOR FUND 01:			2,677.60
09/25/2023	APCH	100843	ILLINOIS NOTARY "DISCOUNT" BONDI		FEES/DUES/SUBSCRIPTIONS	455-307	10	53.00
09/25/2023	APCH	100845	KING CAR WASH		FUEL/MILEAGE/WASH	630-303	30	300.00
09/25/2023	APCH	100847*#	LAUTERBACH & AMEN LLP		FINANCIAL SERVICES	620-252	25	12,540.00
09/25/2023	APCH	100849	LORI RINELLA		FUEL/MILEAGE/WASH	630-303	30	21.22
09/25/2023	APCH	100850	MARKO JANKOVIC		PARK PERMIT FEES	310-814	00	100.00
09/25/2023	APCH	100853	MOBILE PRO SYSTEMS		CONTINGENCIES	490-799	10	151,058.75
09/25/2023	APCH	100854	NICOLE MAGGARD		PARK PERMIT FEES	310-814	00	150.00
09/25/2023	APCH	100855*#	NJ RYAN TREE & LANDSCAPE LLC		TREE MAINTENANCE	750-338	35	17,121.00
09/25/2023	APCH	100856*#	NOVOTNY ENGINEERING		CONTINGENCIES	490-799	10	8,333.76
09/25/2023	APCH	100857	OTC BRANDS, INC.		COMMODITIES	670-331	30	834.69
09/25/2023	APCH	100859	PORTER LEE CORPORATION		EDP LICENSES	640-263	30	1,175.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
09/25/2023		APCH	100860	QUADIENT LEASING USA, INC.	POSTAGE & METER RENT	455-311	10	408.24
09/25/2023		APCH	100861	RAGS ELECTRIC, INC	MAINTENANCE	725-410	35	750.86
					MAINTENANCE	725-410	35	297.78
					CHECK APCHK 100861 TOTAL FOR FUND 01:			1,048.64
09/25/2023		APCH	100862	RATHS, RATHS & JOHNSON, INC.	ENGINEERING SERVICES	820-262	40	1,773.50
					ENGINEERING SERVICES	820-262	40	1,552.50
					CHECK APCHK 100862 TOTAL FOR FUND 01:			3,326.00
09/25/2023		APCH	100863*#	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	145.60
09/25/2023		APCH	100865	RYDIN	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	650.17
09/25/2023		APCH	100866	SECRETARY OF STATE	MAINTENANCE - BUILDING	630-228	30	8.00
09/25/2023		APCH	100867#	SEMMER LANDSCAPE	LANDSCAPE MAINTENANCE SERVICES	565-342	20	10,151.87
					ROUTE 83 BEAUTIFICATION	755-281	35	10,151.88
					CHECK APCHK 100867 TOTAL FOR FUND 01:			20,303.75
09/25/2023		APCH	100868*#	TAMELING GRADING	STREET IMPROVEMENTS	765-685	35	3,181.00
09/25/2023		APCH	100869	TAMELING INDUSTRIES	STREET IMPROVEMENTS	765-685	35	790.20
					STREET IMPROVEMENTS	765-685	35	1,737.00
					STREET IMPROVEMENTS	765-685	35	1,692.90
					CHECK APCHK 100869 TOTAL FOR FUND 01:			4,220.10
09/25/2023		APCH	100870	THOMAS DCJR, INC	MAINTENANCE - BUILDING	630-228	30	1,510.50
09/25/2023		APCH	100871	TRANSUNION RISK AND ALTERNATIVE	FEES/DUES/SUBSCRIPTIONS	630-307	30	75.00
09/25/2023		APCH	100872	UNDERGROUND PIPE SOLUTIONS	STREET IMPROVEMENTS	765-685	35	2,400.00
09/25/2023		APCH	100873	UNIVERSITY OF ILLINOIS GENERAL A	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	525.00
09/25/2023		APCH	100877	WEST CENTRAL MUNICIPAL CONF.	FEES/DUES/SUBSCRIPTIONS	455-307	10	2,500.00
09/25/2023		APCH	100879#	WESTERN FIRST AID & SAFETY	MAINTENANCE - BUILDING	630-228	30	176.97
					MAINTENANCE	725-410	35	84.22
					CHECK APCHK 100879 TOTAL FOR FUND 01:			261.19

09/21/2023 09:22 AM  
User: EKOMPERDA  
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 09/20/2023 - 09/27/2023

Page 4/8

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
09/25/2023		APCH	100880	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
Total for fund 01 GENERAL FUND								248,560.09

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
09/25/2023	APCH	100820	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	123.05
09/25/2023	APCH	100827	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	425.00
09/25/2023	APCH	100830*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	730.46
09/25/2023	APCH	100831	COMMERCIAL TIRE SERVICE, INC	VEHICLE MAINTENANCE	401-350	50	708.60
09/25/2023	APCH	100833	CONWAY, LEAH	CUSTOMER OVERPAYMENT	280-135	00	15.31
09/25/2023	APCH	100834	DMJ AUTOMOTIVE	VEHICLE MAINTENANCE	401-350	50	2,284.95
09/25/2023	APCH	100836	ELLIOTT, PETER	CUSTOMER OVERPAYMENT	280-135	00	250.79
09/25/2023	APCH	100838	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	2,000.00
				SPOILS HAULING SERVICES	430-280	50	6,000.00
				CHECK APCHK 100838 TOTAL FOR FUND 02:			8,000.00
09/25/2023	APCH	100839*#	GTO SEALCOATING & PAVING	STREET IMPROVEMENTS SERVICES	430-281	50	1,650.00
09/25/2023	APCH	100841*#	HOME DEPOT CREDIT SERVICES	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	65.94
				WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	101.53
				MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	457.41
				CHECK APCHK 100841 TOTAL FOR FUND 02:			624.88
09/25/2023	APCH	100842	HONEYCUTS - BIRTCHE, ERIC	CUSTOMER OVERPAYMENT	280-135	00	131.11
09/25/2023	APCH	100846	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,125.00
09/25/2023	APCH	100847*#	LAUTERBACH & AMEN LLP	TRANSFER TO WATER CAPITAL IMPROVEMENT	900-109	50	8,360.00
09/25/2023	APCH	100848	LOPEZ, DR. V.	CUSTOMER OVERPAYMENT	280-135	00	67.34
09/25/2023	APCH	100851	MASSARI, GLORIA	CUSTOMER OVERPAYMENT	280-135	00	59.03
09/25/2023	APCH	100852	METROPOLITAN INDUSTRIES INC	PHONE - TELEPHONES	401-201	50	138.00
09/25/2023	APCH	100856*#	NOVOTNY ENGINEERING	FEES - ENGINEERING	405-245	50	8,333.76
09/25/2023	APCH	100858	PACE ANALYTICAL SERVICES, LCC	SAMPLING ANALYSIS	420-362	50	504.00
09/25/2023	APCH	100864	RYABKO, ALEXANDER & NATALYA	CUSTOMER OVERPAYMENT	280-135	00	15.87
09/25/2023	APCH	100868*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,632.50
09/25/2023	APCH	100874	VALVES & AUTOMATION, INC.	CUSTOMER OVERPAYMENT	280-135	00	131.11

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
09/25/2023		APCH	100875	VARIVERGE LLC	PRINTING & PUBLISHING POSTAGE & METER RENT	401-302 401-311	50 50	963.88 868.32 1,832.20
					CHECK APCHK 100875 TOTAL FOR FUND 02:			
09/25/2023		APCH	100876	VOORHEES, PHILIP	CUSTOMER OVERPAYMENT	280-135	00	82.49
09/25/2023		APCH	100878	WEST SIDE TRACTOR SALES	VEHICLE MAINTENANCE	401-350	50	588.71
09/25/2023		APCH	100881	WILLOWBROOK FLEX OWNER II LLC	CUSTOMER OVERPAYMENT CUSTOMER OVERPAYMENT CUSTOMER OVERPAYMENT	280-135 280-135 280-135	00 00 00	126.92 124.18 230.49 481.59
					CHECK APCHK 100881 TOTAL FOR FUND 02:			
09/25/2023		APCH	100882	YORK UTILITIES & MANAGEMENT	CUSTOMER OVERPAYMENT	280-135	00	63.00
					Total for fund 02 WATER FUND			45,358.75

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
09/25/2023		APCH	100844	KIMLEY-HORN AND ASSOCIATE, INC.	COMMUNITY CENTER CONSTRUCTION	600-326	55	3,840.00
09/25/2023		APCH	100855*#	NJ RYAN TREE & LANDSCAPE LLC	COMMUNITY CENTER CONSTRUCTION	600-326	55	6,014.00
09/25/2023		APCH	100863*#	RAY O'HERRON CO., INC.	PUBLIC WORKS VEHICLE	600-316	55	336.00
					Total for fund 10 CAPITAL PROJECT FUND			10,190.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
09/25/2023		APCH	100837	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	5,948.00
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			5,948.00
					TOTAL - ALL FUNDS			310,056.84

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

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



## BOARD OF TRUSTEES MEETING

<b>AGENDA ITEM NO:</b> 5.e.	<b>DATE:</b> September 25, 2023
<b>SUBJECT:</b> A RESOLUTION ACCEPTING FOUR (4) PROPOSALS AND APPROVING THE PURCHASE OF FOUR (4) SENTRY MOBILE SURVEILLANCE CAMERAS WITH APPLICABLE LICENSING SOFTWARE FROM MOBILE PRO SYSTEMS TO ENHANCE PUBLIC SAFETY AT BORSE MEMORIAL COMMUNITY AND MIDWAY PARKS, AT A COST NOT TO EXCEED \$49,171.00	

### STAFF REPORT

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

### PURPOSE AND ACTION REQUESTED

Village staff is requesting approval for purchasing and installing (4) four Mobile Pro Camera Systems to enhance public safety at Borse and Midway Parks.

### BACKGROUND/SUMMARY

Over the last year, the Willowbrook Police Department has taken a few reports of criminal damage to property and suspicious persons/vehicle incidents at Borse Memorial Community Park. The property damaged was village-owned property and the damage was valued at over \$5,000.

The Village of Willowbrook has also received public concern over safety, and criminal and suspicious incidents at the parks. With the current enhancement projects underway at both Borse and Midway Parks, Village staff has discussed the public safety concerns based upon past criminal and suspicious incidents and concerns from the public.

Based on the upgraded infrastructure and equipment, staff is recommending the purchase and installation of Mobile Pro Camera Systems to help enhance law enforcement response to incidents in progress. This type of capability will assist the Police Department in terms of investigating criminal activity reported. Mobile Pro Camera Systems will allow the Police Department personnel to access cameras in response to an incident.

After working with Mobile Pro Systems, the Village has established the best locations for these cameras to maximize coverage. The plan would be to install (3) three camera systems in Borse Park and (1) one in Midway Park. This deployment plan would provide coverage for all parking areas, structures, walking paths, and most other activity areas. With an increase in the number of park programs and events, the ability to monitor these events with multiple cameras will enhance the Police Department's alertness to potential concerns as they develop and give staff the ability to do so with fewer personnel from a remote location. This will give the ability to monitor events from a command post for real-time information.



Leveraging the technology of these Mobile Pro Camera Systems will be beneficial to public safety. It not only allows for a visible deterrent to crime but also provides valuable evidence to respond to and investigate criminal activity.



**Example of Mobile Pro Camera Systems in use**

## **FINANCIAL IMPACT**

The overall financial impact of purchasing and installing these camera systems would be approximately \$51,671. This includes the cost of the cameras, \$49,171 (quote included), and a rough estimate of \$2,500 for installation electrical work (no quote immediately available). Since this is an unbudgeted item, this will be covered in a subsequent budget amendment within the Village Administrator's Office – Contingency account.

## **RECOMMENDED ACTION:**

Staff is recommending approval of camera purchase and installation.

# SENTRY 6000

## A RUGGED PORTABLE OR PERMANENT SURVEILLANCE SOLUTION

The Sentry 6000 is a high performance mobile surveillance platform with the industry's most exceptional engineering. Flexible mounting solutions and configurations make this the most customizable security solution available.

### KEY FEATURES

#### ADVANCED INTERACTIVE DASHBOARD

- The most advanced interactive dashboard on the market.

#### UNIVERSAL MOUNTING BRACKETS

- Easily and quickly install on any pole, wall or tripod.

#### FLEXIBLE POWER SOURCE

- Batteries are charged when power is available, and continues operating when power is not available.

#### MODULAR DESIGN

- Adaptable platform with unlimited configurations for cameras, lighting, audio, and sensors.

#### EASILY SCALE AND RELOCATE

- Deployable as an individual asset and scalable to add more as needed.

#### LIMITLESS INTEGRATION

- Full integration with any world-class cameras, sensors, and video management software.

**651-434-2333**250 Lothenbach Ave, West  
St Paul, MN 55118  
[mobileprosystems.com](http://mobileprosystems.com)



## SPECIFICATIONS



### ENCLOSURE

- 10"x 11"x 21" - 55"(LxWxH) Pole mounted configuration (length varies by optional backup battery option)
- Durable Aluminum structure
- Flexible Modular Configuration options
- Thermal Controlled Enclosure
- Universal Mounting Brackets



### POWER

- 45-135AH lithium battery options
- 35-105AH AGM battery options
- 110-277 VAC Input
- 10 controllable DC outputs



### SECURITY

- Tamper Sensor
- Security Screws (optional)
- GPS Geo Fencing



### MPSTATUS DASHBOARD

- Advanced MPStatus dashboard application provides interactive SMS and email notifications, health stats, and full control of your system's integrated technologies.

## OPTIONS

### CAMERAS

- PTZ | 360° | Fixed | Thermal | ALPR

### RECORDING

- On-board Video Storage
- Integration with most VMS
- Full Remote Access

### COMMUNICATIONS

- Cellular | Mesh/PTP Network | WiFi | Satellite | Copper | Fiber

### DETECTION DEVICES

- Camera Analytics | PIR | Long Range | Microwave | Dual Motion | Radar | Lidar | Wireless | Gunshot Detection

### DETERRENTS

- Top Mast Strobe | Body Strobe | Sirens | Horns | Two-way Audio |

### LIGHTING

- IR | LED Flood | LED Strobes



**651-434-2333**

250 Lothenbach Ave, West  
St Paul, MN 55118  
[mobileprosystems.com](http://mobileprosystems.com)

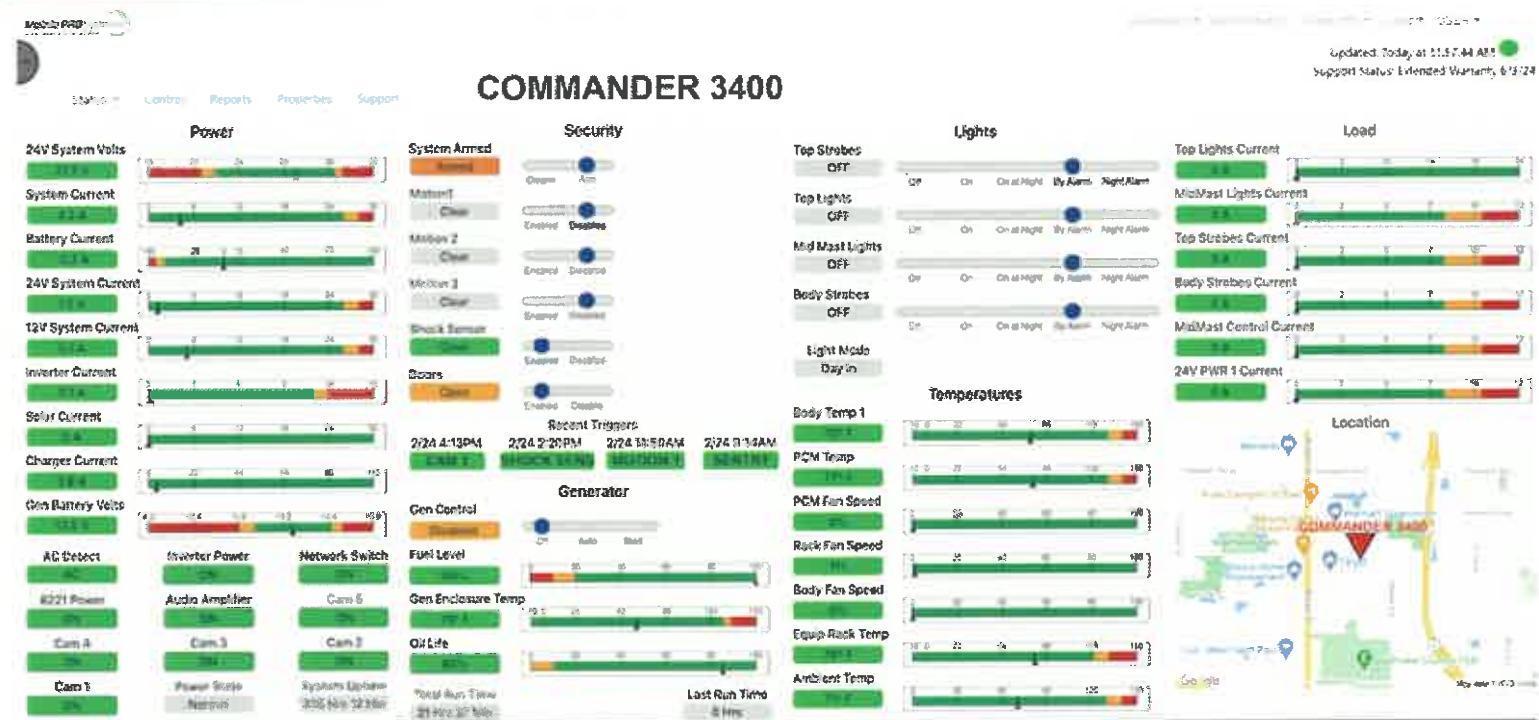


# MPSTATUS

# DASHBOARD TECHNOLOGY

## **ADVANCED SYSTEM DATA = SITUATIONAL AWARENESS = EXCEPTIONAL RELIABILITY**

*The MPStatus Dashboard delivers the industry's most advanced situational awareness. Experience the power of live interactive control and data from system components. Discover this exclusive technology in all Mobile Pro Systems equipment.*



## KEY FEATURES

## COMPREHENSIVE INTERFACE

*Complete status, control, and critical notifications of your power ecosystem. View real time power level from battery systems, charging inputs, and individual system circuits.*

## TEXT MESSAGE NOTIFICATION ALERTS

*Receive SMS and real time email notifications on all selected alerts.*

## POWERFUL REMOTE CUSTOMER SERVICE

*Review live or historical dashboard data for any component and engage MN based support technicians if you need them.*

## AUTONOMOUS INTELLIGENCE

*MPStatus actively manages your devices hybrid power system. The platform efficiently charges from solar or shore power when available and engages the optional autonomous generator as needed.*

# ACCESS ALL YOUR EQUIPMENT IN ONE PLACE

*Trailer or pole mounted platforms can be viewed in one convenient dashboard regardless of location.*

## USER CONFIGURABLE AUTOMATION

*Control your systems automation and analytics including lighting, strobes, and audio components.*

## MPSTATUS INTERACTIVE DASHBOARD

Tile based user interface for simple navigation

### POWER

Complete status, control, and critical notifications of your power ecosystem. View real time power levels from battery systems, charging inputs, and individual circuits. Control individual components, power consumption, and power cycling capabilities.

### GENERATOR

MPStatus enables real time enclosure temps, cooling fan control, and automatic notifications of GPS location change, fuel level, oil life, start and stop conditions. Industry exclusive heat recovery system optional on the Commander series.

### SECURITY

Scheduled or live arming and disarming of system alarm and automation activities. Enable or disable inputs from on-board technology and analytics.

### LIGHTS

Set, Schedule, or Automate individual lighting devices by on/off, day/night, and armed/alarmed.

### TEMPERATURES

Temperature readings and fan speed for individual zones of your device.

### LOAD

Live and archived current draw for individual circuits within your system.

### LOCATION

Real time location of your Commander, Falcon or Sentry device.

**Mobile PRO Systems**  
Smarter Solutions for Remote Applications

### ADMINISTRATIVE

Customer account management with unlimited organizational Admin, User, and passive accounts with notifications.

### ARCHIVED DATA

Identify and review archived dashboard data down to the second. Tech support simplified, our Minnesota based tech support team can utilize archived data to provide world class tech support.

### REPORTS TAB

Audit list of system activities and users who have activated components.

### CONTROL

### AT YOUR

### FINGERTIPS!



**651-434-2333**

250 Lothenbach Ave, West  
St Paul, MN 55118  
[mobileprosystems.com](http://mobileprosystems.com)

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

**A RESOLUTION ACCEPTING FOUR (4) PROPOSALS AND APPROVING THE PURCHASE OF FOUR (4) SENTRY MOBILE SURVEILLANCE CAMERAS WITH APPLICABLE LICENSING SOFTWARE FROM MOBILE PRO SYSTEMS TO ENHANCE PUBLIC SAFETY AT BORSE MEMORIAL COMMUNITY AND MIDWAY PARKS, AT A COST NOT TO EXCEED \$49,171.00**

---

**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 proposals from Mobile Pro Systems for three (3) surveillance camera systems in Borse Memorial Park, and one (1) surveillance camera system in Midway Park, in order to assist in police investigations and enhance public safety; and

**WHEREAS**, the Village of Willowbrook previously contracted with Mobile Pro Systems for the purchase of several surveillance camera systems 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) Sentry Mobile Surveillance Cameras, with applicable licensing software, upon the terms, conditions and costs set forth in that certain Mobile Pro Systems Proposals and Purchase Order, 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.** The foregoing recitals are found to be true and correct and are incorporated as if fully set forth herein.

**SECTION 2.** The purchase of four (4) Sentry Mobile Surveillance Cameras, with applicable licensing software, at a total cost not to exceed Forty-Nine Thousand One Hundred Seventy-One and 00/100ths Dollars (\$49,171.00), is hereby approved. Copies of said proposals, with specifications, are attached hereto as Exhibit "A" and made a part hereof, all at a total cost not to exceed Forty-Nine Thousand One Hundred Seventy-One and 00/100ths Dollars (\$49,171.00).

**SECTION 3.** The Village Mayor be and is hereby authorized and directed to execute a Purchase Order for said equipment on behalf of the Village.

**SECTION 4.** This resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED by the Village of Willowbrook Mayor and Board of Trustees this 25<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”**

**MOBILE PRO SYSTEMS PROPOSALS AND PURCHASE ORDER**

VILLAGE OF WILLOWBROOK  
7760 Quincy Street  
Willowbrook, IL 60527-5594  
(630) 325-2808  
(630) 323-7915 – Fax

Tax Exempt #E9997-4304-07  
FEIN #36-6097046

PURCHASE ORDER # **PD 23-0008**

DATE 09/25/2023

SALES PERSON Jeron Stiffler

DELIVERY DATE \_\_\_\_\_

TO: Mobile Pro Systems

250 Lothenbach Ave.

West St. Paul, MN. 55118

Approved by: \_\_\_\_\_ Account # \_\_\_\_\_



## QUOTE

# 26640

DATE: 8/17/2023

QUOTE #: 26640

QUOTE EXP: 9/18/2023

PROJECT NAME: Willowbrook IL. Police Department /Willowbrook Mobile Surveillance

TO: Willowbrook IL. Police Department  
Benjamin Kadolph  
7760 Quincy Street  
Willowbrook, IL 60527  
630-920-2438  
bkadolph@willowbrook.il.us

SALES PERSON	PROJECT SCOPE		PAYMENT TERMS
Jeron Stiffler	One Primary with Deterrents & Remote Horn for Borse Park		NET 15
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	POWER SENTRY CONTROL SECTION LONG	\$14,989.00	\$14,989.00

QTY	MODEL NUMBER	DESCRIPTION
1	<a href="#">PS-CS-LONG</a>	POWER SENTRY CONTROL SECTION SET FOR 277V CONSTANT POWER
1	PS-BS-1	POWER SENTRY BATTERY SECTION 1 BATTERY
1	PS-AGM-BATT-35AH	AGM BATTERY PACK 35 AH AMP HOUR
1	PS-SHIP-ENCL-1	POWER SENTRY SHIPPING CONTAINER - 1 BATTERY
1	FC-PNM-9322VQP-HW	FIXED CAMERA 5MP(4)/2MP PTZ IR - HANWHA PNM-9322VQP W/MOUNT
1	POE-12-70W-BT	12VDC DUAL CHANNEL HIPOE 70W BT
1	POE-12-35W-1	12VDC HI POE 35W - Qty 1
1	POE-PAS-1	PASSIVE POE INJECTOR - Qty 1
2	EXACQ-LICENSE-PRO	EXACQ 1 YEAR CAMERA LICENSE SERVICE AGREEMENT
1	COMP-MINI-i5	MINI i5 WIN10-PRO OS, 8 GB, 256 GB SSD, COMPUTER 25W
1	COMP-4TB SSD DRIVE	4 TB SSD DRIVE WITH CONFIGURATION
1	COM-PS-CP-IBR600	CRADLEPOINT CELLULAR MODEM W/ANTENNAS/INSTALL - IBR600
1	COM-PS-ST BKT/CABLE	PS RADIO STRAIGHT BRACKET SYSTEM AND ETH CABLE
2	COM-UB-NB-AC	UBIQUITI NANOBEST AC GEN 2 5 GHZ
1	SW-5-NET	5 PORT NETWORK SWITCH / INSTALLATION
1	AUDIO-BRIDGE-KIT	AXIS NETWORK AUDIO BRIDGE C8110 KIT
1	PS-AUDIO-AX-1310	IP BASED 2 WAY AUDIO HORN KIT AXIS C1310-E
1	PS-STROBE-3	LED STROBE KIT LIGHT KIT - Qty 3
1	PMOUNT	CUSTOMER SUPPLIED PIPE MOUNT FOR BUILDING RADIO

PROPOSAL CREATED BY:

Jeron Stiffler  
Senior Solutions Consultant  
Mobile Pro Systems  
250 Lothenbach Ave.  
West St. Paul MN 55118  
Cell: 651-558-7513  
Direct: 952-324-5860  
eMail: Jeron.Stiffler@MobileProSystems.com

Total Less Options: \$14,989.00

Estimated Sales Tax: TBD

Estimated Shipping: TBD

Estimate TOTAL: \$14,989.00

Shipping TERMS: TBD

Freight Charges To Be Determined (TBD) and are based upon quantity ordered and final shipping destination.....

I accept this estimate

DATE

System Includes a (1) One Year Limited Warranty  
This QUOTE is valid for 30 days.



## QUOTE

# 26642

DATE: 8/17/2023

QUOTE #: 26642

QUOTE EXP: 9/18/2023

PROJECT NAME: Willowbrook IL. Police Department /Willowbrook Mobile Surveillance

TO: Willowbrook IL. Police Department  
Benjamin Kadolph  
7760 Quincy Street  
Willowbrook, IL 60527  
630-920-2438  
bkadolph@willowbrook.il.us

SALES PERSON	PROJECT SCOPE	PAYMENT TERMS	
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	POWER SENTRY CONTROL SECTION LONG	\$12,277.00	\$12,277.00

QTY	MODEL NUMBER	DESCRIPTION
1	<a href="#">PS-CS-LONG</a>	POWER SENTRY CONTROL SECTION SET FOR 277V CONSTANT POWER
1	PS-BS-1	POWER SENTRY BATTERY SECTION 1 BATTERY
1	PS-AGM-BATT-35AH	AGM BATTERY PACK 35 AH AMP HOUR
1	PS-SHIP-ENCL-1	POWER SENTRY SHIPPING CONTAINER - 1 BATTERY
1	FC-PNM-9322VQP-HW	FIXED CAMERA 5MP(4)/2MP PTZ IR - HANWHA PNM-9322VQP W/MOUNT
1	CC-HANWHA	ADDITIONAL CONFIG FOR UFO CAM
1	POE-12-70W-BT	12VDC DUAL CHANNEL HIPOE 70W BT
2	EXACQ-LICENSE-PRO	EXACQ 1 YEAR CAMERA LICENSE SERVICE AGREEMENT
1	COMP-MINI-i5	MINI i5 WIN10-PRO OS, 8 GB, 256 GB SSD, COMPUTER 25W
1	COMP-4TB SSD DRIVE	4 TB SSD DRIVE WITH CONFIGURATION
1	COM-PS-CP-IBR600	CRADLEPOINT CELLULAR MODEM W/ANTENNAS/INSTALL - IBR600
1	SW-5-NET	5 PORT NETWORK SWITCH / INSTALLATION

PROPOSAL CREATED BY:

Jeron Stiffler  
Senior Solutions Consultant  
Mobile Pro Systems  
250 Lothenbach Ave.  
West St. Paul MN 55118  
Cell: 651-558-7513  
Direct: 952-324-5860  
eMail: Jeron.Stiffler@MobileProSystems.com

Total Less Options:	\$12,277.00
Estimated Sales Tax:	TBD
Estimated Shipping:	TBD
Estimate TOTAL:	\$12,277.00
Shipping TERMS:	TBD

Freight Charges To Be Determined (TBD) and are based upon quantity ordered and final shipping destination.....

I accept this estimate

DATE

System Includes a (1) One Year Limited Warranty  
This QUOTE is valid for 30 days.



## QUOTE

# 26644

DATE: 8/17/2023

QUOTE #: 26644

QUOTE EXP: 9/18/2023

PROJECT NAME: Willowbrook IL. Police Department /Willowbrook Mobile Surveillance

TO: Willowbrook IL. Police Department  
Benjamin Kadolph  
7760 Quincy Street  
Willowbrook, IL 60527  
630-920-2438  
bkadolph@willowbrook.il.us

SALES PERSON	PROJECT SCOPE	PAYMENT TERMS	
Jeron Stiffler	One Secondary Unit for Borse Park	NET 15	
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	POWER SENTRY CONTROL SECTION LONG	\$9,628.00	\$9,628.00

QTY	MODEL NUMBER	DESCRIPTION
1	<a href="#">PS-CS-LONG</a>	POWER SENTRY CONTROL SECTION SET FOR 277V CONSTANT POWER
1	PS-BS-1	POWER SENTRY BATTERY SECTION 1 BATTERY
1	PS-AGM-BATT-35AH	AGM BATTERY PACK 35 AH AMP HOUR
1	PS-SHIP-ENCL-1	POWER SENTRY SHIPPING CONTAINER - 1 BATTERY
1	FC-PNM-9322VQP-HW	FIXED CAMERA 5MP(4)/2MP PTZ IR - HANWHA PNM-9322VQP W/MOUNT
1	CC-HANWHA	ADDITIONAL CONFIG FOR UFO CAM
1	POE-12-70W-BT	12VDC DUAL CHANNEL HIPOE 70W BT
1	POE-PAS-1	PASSIVE POE INJECTOR - Qty 1
2	EXACQ-LICENSE-PRO	EXACQ 1 YEAR CAMERA LICENSE SERVICE AGREEMENT
1	COM-PS-GPS	PS GPS - FOR UNITS W/O CRADLEPOINT MODEM
1	COM-PS-ST BKT/CABLE	PS RADIO STRAIGHT BRACKET SYSTEM AND ETH CABLE
1	COM-UB-NB-AC	UBIQUITI NANOBEAM AC GEN 2 5 GHZ
1	SW-5-NET	5 PORT NETWORK SWITCH / INSTALLATION

PROPOSAL CREATED BY:

Jeron Stiffler  
Senior Solutions Consultant  
Mobile Pro Systems  
250 Lothenbach Ave.  
West St. Paul MN 55118  
Cell: 651-558-7513  
Direct: 952-324-5860  
eMail: Jeron.Stiffler@MobileProSystems.com

Total Less Options:

\$9,628.00

Estimated Sales Tax:

TBD

Estimated Shipping:

TBD

Estimate TOTAL:

\$9,628.00

Shipping TERMS:

TBD

Freight Charges To Be Determined (TBD) and are based upon quantity ordered and final shipping destination.....

I accept this estimate

DATE

System Includes a (1) One Year Limited Warranty  
This QUOTE is valid for 30 days.



## QUOTE

# 26645

DATE: 8/17/2023

QUOTE #: 26645

QUOTE EXP: 9/18/2023

PROJECT NAME: Willowbrook IL. Police Department /Willowbrook Mobile Surveillance

TO: Willowbrook IL. Police Department  
Benjamin Kadolph  
7760 Quincy Street  
Willowbrook, IL 60527  
630-920-2438  
bkadolph@willowbrook.il.us

SALES PERSON	PROJECT SCOPE	PAYMENT TERMS	
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	POWER SENTRY CONTROL SECTION LONG	\$12,277.00	\$12,277.00

QTY	MODEL NUMBER	DESCRIPTION
1	<a href="#">PS-CS-LONG</a>	POWER SENTRY CONTROL SECTION SET FOR 277V CONSTANT POWER
1	PS-BS-1	POWER SENTRY BATTERY SECTION 1 BATTERY
1	PS-AGM-BATT-35AH	AGM BATTERY PACK 35 AH AMP HOUR
1	PS-SHIP-ENCL-1	POWER SENTRY SHIPPING CONTAINER - 1 BATTERY
1	FC-PNM-9322VQP-HW	FIXED CAMERA 5MP(4)/2MP PTZ IR - HANWHA PNM-9322VQP W/MOUNT
1	CC-HANWHA	ADDITIONAL CONFIG FOR UFO CAM
1	POE-12-70W-BT	12VDC DUAL CHANNEL HIPOE 70W BT
2	EXACQ-LICENSE-PRO	EXACQ 1 YEAR CAMERA LICENSE SERVICE AGREEMENT
1	COMP-MINI-i5	MINI i5 WIN10-PRO OS, 8 GB, 256 GB SSD, COMPUTER 25W
1	COMP-4TB SSD DRIVE	4 TB SSD DRIVE WITH CONFIGURATION
1	COM-PS-CP-IBR600	CRADLEPOINT CELLULAR MODEM W/ANTENNAS/INSTALL - IBR600
1	SW-5-NET	5 PORT NETWORK SWITCH / INSTALLATION

PROPOSAL CREATED BY:

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Senior Solutions Consultant  
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250 Lothenbach Ave.  
West St. Paul MN 55118  
Cell: 651-558-7513  
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eMail: Jeron.Stiffler@MobileProSystems.com

Total Less Options:	\$12,277.00
Estimated Sales Tax:	TBD
Estimated Shipping:	TBD
Estimate TOTAL:	\$12,277.00
Shipping TERMS:	TBD

Freight Charges To Be Determined (TBD) and are based upon quantity ordered and final shipping destination.....

I accept this estimate

DATE

System Includes a (1) One Year Limited Warranty  
This QUOTE is valid for 30 days.



# Village of **WILLOWBROOK**

## Village Administrator's Office

### BOARD OF TRUSTEES MEETING

<b>AGENDA ITEM NO: 5.f.</b> <b>SUBJECT:</b> A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE INDIAN PRAIRIE PUBLIC LIBRARY DISTRICT TO PROVIDE SNOW REMOVAL SERVICES TO THE INDIAN PRAIRIE PUBLIC LIBRARY	<b>DATE:</b> September 25, 2023
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### STAFF REPORT

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Sean Halloran, Village Administrator  
Andrew Passero, Public Works Foreman  
**THROUGH:** Sean Halloran, Village Administrator

### PURPOSE AND ACTION REQUESTED

Staff is asking for approval regarding an Intergovernmental Agreement (IGA) with the Indian Prairie Public Library (IPPL) to provide snow removal services..

### PREVIOUS ACTION

At the August 28, 2023 Committee of the Whole meeting, the Board gave positive feedback to enter into an IGA with Indian Prairie Public Library to provide snow plowing services.

### BACKGROUND/SUMMARY

The Indian Prairie Public Library (IPPL) and the Village of Willowbrook have a common interest in providing a safe environment and fiduciary duty to our residents. In July 2023, Administrator Halloran and Foreman Passero met with representatives of IPPL to discuss joint bidding and shared services opportunities.

Throughout that discussion, it was apparent that IPPL has a significant interest in snow plowing services for their sidewalks and parking lots. After several discussions with representatives from IPPL, there is a preliminary agreement to have the Village provide snow-plowing services. These services will include snow removal from the sidewalks and parking lots, de-icing of the parking lots, and salting of the parking lot and sidewalks. This service will be provided by Public Works staff, not a contractor. The call-out service will be identical to Village policy and will be in coordination with the maintenance of Village buildings.





In an effort to streamline the agreement and provide stability for both agencies, the annual cost for services that IPPL will pay to the Village will be \$12,000. There is no additional cost to the Village to provide this service. Public Works staff will include this in their normal snowplowing route and maintenance of Village buildings. Staff is recommending a three-year agreement.

### **FINANCIAL IMPACT**

If approved, the IGA would have IPPL pay the Village \$12,000 on an annual basis for a three-year contract. There is no additional cost to the Village.

### **RECOMMENDED ACTION:**

Staff recommends adopting the resolution to enter into an IGA with the Indian Prairie Public Library.

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF WILLOWBROOK AND THE INDIAN PRAIRIE PUBLIC LIBRARY  
DISTRICT TO PROVIDE SNOW REMOVAL SERVICES TO THE INDIAN PRAIRIE  
PUBLIC LIBRARY**

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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”) and the Indian Prairie Public Library District (“Library District”) are public agencies within the meaning of Article VII, Section 10, of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act. Both the Village and the Library District 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 the Library District to provide snow removal services at the Indian Prairie Public Library, 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 the Indian Prairie Public Library District, for the performance of snow removal services at the Indian Prairie Public Library, 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 25<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  
THE INDIAN PRAIRIE PUBLIC LIBRARY DISTRICT**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF WILLOWBROOK AND THE INDIAN PRAIRIE PUBLIC  
LIBRARY DISTRICT TO PROVIDE SNOW REMOVAL SERVICES TO THE  
INDIAN PRAIRIE PUBLIC LIBRARY**

This Agreement is entered into this \_\_\_\_\_ day of September, 2023 by and between the Indian Prairie Public Library District, DuPage County, Illinois ("Library District"), 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 220/1, *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, any power, privilege, or authority which may be exercised by a unit of local government, individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

**WHEREAS**, Willowbrook and the Library District 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 the Library District desire to enter into this Intergovernmental Agreement regarding the provision of snow removal services to the Indian Prairie Public Library at those costs to paid by the Library District, 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:**

### **Scope of Work**

Snow removal operations will be completed in a very timely manner. Willowbrook shall provide service seven (7) days a week, 24-hour service including Saturdays, Sundays, and Holidays for the entire winter season. Work shall be continuous until all plowing and shoveling have been completed. It is expected that specific Work Sites are cleared by specific times as noted above.

Snow removal and deicing will be completed and paid for on a monthly basis. In the case of an extended snow event, Willowbrook may be required to complete multiple rounds of snow removal throughout all those areas at different times than listed.

Willowbrook shall remove snow from the Work Sites down to the pavement surface from curb to curb for parking lots and from walkway to edge of the walkway for sidewalks. If the sidewalk directly abuts the curb, snow shall be removed from both the gutter and the top of the curb as well. Snow is to be piled onto grass, landscaped areas or other areas designated by the Library District to minimize the loss of parking spaces. If snow piles become too large, removal of the snow piles will be completed by Willowbrook. Willowbrook is responsible for contacting the Library District and coordinating the removal of said snow piles so they do not take up parking spaces or other areas that should remain clear of snow. In no case shall snow be piled on paved areas or any appurtenance such as benches, garbage cans, bike racks, train platforms, or handicapped parking spaces.

### **PERFORMANCE REQUIREMENTS**

Snow removal is considered to be an emergency operation. Willowbrook shall, at all times, maintain a workforce to perform the snow removal operations as required and specified.

- a. Any agent or employee of Willowbrook shall perform his/her snow removal operations in a good and workmanlike manner. The Library District will bring to Willowbrook's immediate attention any agent or Willowbrook employee who is disorderly, disobedient, intoxicated, incompetent, or otherwise performing said snow removal operations in an unprofessional manner. Upon receipt of notice from the Library District, Willowbrook shall take action, without delay, to remove and replace any agent or employee performing said operations in an unprofessional manner.
- b. Willowbrook's vehicles and equipment must be in good operating condition to ensure maximum efficiency in completing the snow removal operation as rapidly and safely as possible.

### **CALL-OUTS**

Time is of the essence in arriving at the scene to commence snow removal efforts. To ensure uninterrupted snow removal operations, callouts shall be answered promptly, and extraordinary

effort shall be exerted by Willowbrook to render service. Willowbrook shall come out after one-inch of snow has accumulated, unless requested by the Library District. The following areas of the worksite(s) are to be maintained:

- a. Parking Lots, Parking Areas
- b. Sidewalks
- c. Ice Events – (De-Icing application for icing-only events is to be performed on an as-needed basis and must be approved by the Library District in advance of any work.)

### **DE-ICING AGENT**

Willowbrook is responsible for providing a de-icing agent and applying to the Library District's Sidewalks, Parking Lots, Parking areas and other work areas.

- a. De-icing Materials
  - i. Sidewalks - The approved de-icing agent to be used for the sidewalks is Calcium Magnesium Acetate (CMA) only. Salt and/or calcium chloride is prohibited on sidewalks. Ice control materials shall not be corrosive.
  - ii. Parking Lots, Parking Areas and Alleys - The approved de-icing agent to be used for these areas is rock salt.
- b. De-icing Application
  - i. Willowbrook shall upon completion of snow removal shall be responsible for treating with de-icer at application rates recommended by the manufacturer or agreed to by Willowbrook based on the storm event.
  - ii. Upon completion of snow removal, Willowbrook shall be responsible for treating with de-icer, at application rates recommended by the manufacturer, or agreed upon by Willowbrook, based on the storm event.

### **COMMUNICATIONS**

- a. Willowbrook shall provide the name and telephone number of the person and/or persons who oversee the Library District's account; at least two emergency contact names and telephone numbers of supervisory personnel who may be called if there are any problems or questions.
- b. In the event the emergency contact is notified of an emergency or a situation that requires attention after normal work hours; Willowbrook shall be on site within 60 minutes.

- c. Willowbrook shall provide twenty-four (24) hour communications and response service throughout the entire snow removal season. Messages left by the Library District must be responded to within 60 minutes of the time of placement (notification).
- d. Willowbrook shall provide an e-mail address which would be monitored by the Library District 24/7 during the winter season. This e-mail address will mainly be used for sending and receiving communication about the plowing status of all locations for which Willowbrook is responsible.

## **EQUIPMENT, MATERIALS, AND LABOR**

Willowbrook shall be responsible for supplying all appropriate equipment and supplies necessary to complete the work, including but not limited to all shovels, snowblowers, pickup trucks and utility vehicles, four and six-wheeled dump trucks, salt trucks, rubber tire front-end loaders (1.5-2 yard or 12'-14' push box and 3-4 yard or 14'-16' push box), skid-steers/unloaders (with plows or push boxes), semi dump trucks, vehicle and equipment drivers and laborers, bulk salt, and bags of ice melting agents.

Unsatisfactory equipment shall be immediately repaired or replaced as required by Willowbrook.

- i. All vehicles and equipment used shall be owned by Willowbrook and be of commercial grade, in good operating condition, and meet or exceed all state and federal operating and safety regulations. All equipment shall be appropriately licensed and inspected by the State of Illinois.
- ii. All equipment used under this contract shall be maintained in good working order and mechanical condition to ensure maximum working efficiency and prevent unnecessary failures.
- iii. All equipment used for snow plowing shall include head and taillights, a flasher and/or rotating beacon, rubberized blades, as well as working windshield wipers, window defroster and heater. Equipment must be identified with a Willowbrook logo.
- iv. Brick Paver or Decorative Concrete Sidewalk Areas – It is also required that the snowplows and snow shovels are rubber tipped or brushes be used to prevent damage from occurring to the pavers.
- v. Willowbrook's personnel must hold a valid driver's license issued by the Secretary of State for the State of Illinois, at all times when engaged in snow removal activities pursuant to this contract. Willowbrook shall provide only licensed drivers, as well as on-site supervision of drivers, vehicles, and snowplowing. Willowbrook is to provide a list of staff that will be completing snow removal activities. Willowbrook shall also provide copies of all licenses of all drivers, including CDL licenses.

## **SAFETY AND PROTECTION**

- a. Willowbrook shall be responsible for the safety and protection of persons and property from harm by his/her operations on or adjacent to parking lots, and roadways, during the course of his/her designated operation.
- b. Willowbrook shall not obstruct fire hydrants with snow or ice.
- c. Willowbrook shall leave an unobstructed way to and along public and private places for pedestrians and vehicular traffic.
- d. All areas are to be cleared to a safe, operable condition, with special attention given to handicapped parking spaces to ensure their users have full ADA-compliant access.
- e. Snow is to be piled in designated areas to minimize the loss of parking spaces and should be plowed away from main buildings.
- f. Caution shall be exercised when plowing to avoid damaging parked vehicles, fire hydrants, traffic and directional signage, and grassy areas.
- g. If low-hanging tree branches interfere with snow removal, they shall be reported to the Library District as soon as reasonably possible.

## **ACCIDENT**

In the event of accidents or incidents of any kind, Willowbrook shall immediately notify the Library District and shall provide a full accounting of all details of the accident, as well as provide any copies of reports, after a reasonable investigation of the accident or incident has been completed.

## **DAMAGE TO PROPERTY**

Finished work shall be neat and orderly and Willowbrook shall exercise caution and care to avoid damaging equipment, buildings, paved surfaces, etc. Willowbrook shall be solely and fully liable for any loss, injury, or damage to property resulting from the performance of snow plow services under this Agreement.

- a. Willowbrook shall inform the Library District of any damage caused by Willowbrook's operation immediately. Willowbrook reserves the right to repair or replace said property damaged by Willowbrook or deduct such cost, as may be reasonable and related to said property damage for repair or replacement, from any payment due to Willowbrook.
- b. Any damage attributable to Willowbrook, other than normal wear and tear, including but not limited to the pavement, expansion joints, deck/traffic coatings, fences, curbs,

guide rails, guard rails, end treatments, walls, curbs, catch basins, manholes, turf, and plant material, shall be repaired by Willowbrook at Willowbrook's expense.

- c. Willowbrook shall obtain from a third-party contractor, a reasonable estimate(s) of the cost to make any repairs for damages attributable to Willowbrook prior to having any such repairs made.

## **COMPLETION**

Upon completion of the snow removal operation, Willowbrook shall inspect work and after inspection notify the Library District that work was completed. The Library District reserves the right to recall snow removal crew if snow and ice removal was not completed to the satisfaction of the Library District, at no additional charge.

### **3. LIBRARY DISTRICT RESPONSIBILITIES:**

- i. The Library District shall be solely responsible for and pay to Willowbrook in accord with the provisions of the Local Government Prompt Payment Act;
- ii. The annual sum of Twelve Thousand and 00/100ths Dollars (\$12,000.00), to be paid on an annual basis, with a breakdown of payments as follows:

Payment 1 of \$2,000.00, due November 1;

Payment 2 of \$2,000.00, due December 1;

Payment 3 of \$2,000.00, due January 1;

Payment 4 of \$2,000.00, due February 1;

Payment 5 of \$2,000.00, due March 1; and

Payment 6 of \$2,000.00, due April 1.

- iii. Any additional snow removal services performed, as may be agreed to by the parties; and
- iv. In the event the Library District fails or refuses to pay said costs due and owing Willowbrook, then the Library District agrees to be responsible for all costs and reasonable attorneys' fees incurred by Willowbrook in any action to recover the Library District's costs for snow removal services provided by Willowbrook, pursuant to this Agreement.

**4. TERM OF AGREEMENT:**

The Agreement shall be effective for a term of three (3) years, terminating on October 1, 2026.

**5. 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 the Indian Prairie Public Library District:

Indian Prairie Public Library District  
Attn: Laura Birmingham, Executive Director  
401 Plainfield Road  
Darien, IL 60561

L. **Section Headings:** The descriptive section and subsection headings used in this Agreement are for 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 the Village of Willowbrook and of the Indian Prairie Public Library District.

INDIAN PRAIRIE PUBLIC  
LIBRARY DISTRICT

VILLAGE OF WILLOWBROOK

---

Victoria Suriano, President

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Frank A. Trilla, Mayor

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

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

ATTEST:

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Deborah A. Hahn, Village Clerk



# Village of **WILLOWBROOK**

## Village Administrator's Office

### BOARD OF TRUSTEES MEETING

<b>AGENDA ITEM NO:</b> 5.g.	<b>DATE:</b> September 25, 2023
<b>SUBJECT:</b> A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO A CONTRACT WITH TILES IN STYLE, LLC D/B/A TAZA CONSTRUCTION FOR THE PROVISION AND INSTALLATION OF A SIX FOOT COATED CHAIN LINK FENCE FOR THE MIDWAY PARK IMPROVEMENTS PROJECT	

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

### PREVIOUS ACTION TAKEN

While this contract was approved at the September 11, 2023, Village Board meeting, the Village Board did not approve the agreement as amended to account for the black-coated version of a chain-link fence. The resolution included with the September 11<sup>th</sup> agenda item was for a cost of \$42,931.35, not \$59,864.65. The Board provided direction to move forward with the \$59,864.65 option. However, the resolution was not amended. Staff is seeking approval for what the Board provided direction on at the September 11, 2023 meeting.

### 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 is 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 will still 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 approving a first amendment to the contract with Taza Construction.

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

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND  
AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO A CONTRACT  
WITH TILES IN STYLE, LLC D/B/A TAZA CONSTRUCTION FOR THE  
PROVISION AND INSTALLATION OF A SIX FOOT COATED 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 lowest proposal for the provision and installation of a six (6) foot chain link fence, approximately 1,454 feet in length, for the Project, was Tiles In Style, LLC d/b/a Taza Construction; and

**WHEREAS**, based upon the proposals received, the Village awarded a contract to Tiles in Style, LLC d/b/a Taza Construction for the provision and installation of fencing for the Project; and

**WHEREAS**, the corporate authorities of the Village have determined that it is in the best interest of the Village to approve an amended agreement with Tiles in Style, LLC d/b/a Taza Construction for the provision of a six (6) foot black coated chain link fence, for the Project, at a total cost not to exceed Fifty Nine Thousand Eight Hundred Sixty-Four and 65/100ths Dollars (\$59,864.65), in substitution for a six (6) foot uncoated chain link fence.

**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 First Amendment to the Contract, by and between the Village of Willowbrook and Tiles in Style, LLC d/b/a Taza Construction, for the installation of a six (6) foot fence at Midway Park, at a cost not to exceed Fifty Nine Thousand Eight Hundred Sixty-Four and 65/100ths

Dollars (\$59,864.65), at 1,100 feet in length, is hereby approved.

**SECTION 3.** 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 First Amendment to a Contract with Tiles In Style, LLC d/b/a Taza Construction for the provision and installation of a six (6) foot coated fence for the Project. A copy of said First Amendment 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 25<sup>th</sup> day of September, 2023 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

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

**FIRST AMENDMENT TO AGREEMENT BETWEEN**  
**TILES IN STYLE, LLC D/B/A TAZA CONSTRUCTION AND**  
**THE VILLAGE OF WILLOWBROOK**

This First Amendment to the Agreement for the installation of fencing at Midway Park made this\_\_\_\_ day of September, 2023, between the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), and Tiles In Style, LLC d/b/a Taza Construction (“Contractor”), for the provision and installation of chain link fencing at Midway Park in the Village, 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 September 11, 2023, for the provision and installation of an uncoated six (6) foot chain link fence at Midway Park in the Village (“Agreement”); and

WHEREAS, the Village and Contractor now desire to amend said Agreement to substitute the provision and installation of a 1,100 foot six (6) foot black coated chain link fence for the provision and installation of an uncoated chain link fence at Midway Park, at a total cost not to exceed Fifty-Nine Thousand Eight Hundred Sixty-Four and 65/100ths Dollars (\$59,864.65).

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 and installation of a six (6) foot chain link fence at Midway Park, is hereby amended as hereinafter set forth:
  - A. Paragraph 1 of the Contract is hereby amended by substituting “a six (6) foot black coated chain link fence, approximately “1,100 feet” in lieu of “a six (6) foot chain link fence, approximately 1,454 feet”.
  - B. Paragraph 6, 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, in a good and workmanlike manner, a sum not to exceed Fifty-Nine Thousand Eight Hundred Sixty-Four and 65/100ths Dollars (\$59,864.65).

4. That all remaining terms of the Agreement, unamended by this First Amendment to the Agreement between Tiles In Style, LLC d/b/a Taza Construction and the Village of Willowbrook, remain in full force and effect and unamended by this First Amendment.

**READ, APPROVED AND AGREED**

Village of Willowbrook

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

Attest:

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

**READ, APPROVED AND AGREED**

Contractor: Tiles In Style, LLC d/b/a Taza Construction

By: \_\_\_\_\_  
Miriam Ezzy, Manager

Attest:

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



# Village of **WILLOWBROOK**

**Village Administrator's  
Office**

## **BOARD OF TRUSTEES MEETING**

<b>AGENDA ITEM NO:</b> 5.h.	<b>DATE:</b> September 25, 2023
<b>SUBJECT:</b> A MOTION FOR A BUDGET AMENDMENT TO THE GENERAL FUND	

### **STAFF REPORT**

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

### **PURPOSE AND ACTION REQUESTED**

Staff are asking for a budget amendment to account for the camera grant expenditures at Midway and Borse Memorial Community Park.

### **BACKGROUND/SUMMARY**

At the June 12, 2023 Committee of the Whole meeting, the Village Board provided positive feedback to staff with regard to moving forward to accept the Illinois States Attorney General's Organized Retail Crime Grant Program. This grant is 100% refundable, which consisted of the following expenditures:

- Mobile Pro Sentry Cameras for \$150,000
- Starchase Handheld GPS Launcher for \$7,000
- Overtime Pay for \$25,000

At the September 11, 2023 Committee of the Whole meeting, the Village Board provided positive feedback to purchase and install cameras at the Borse Memorial Community Park and Midway Park. These costs are estimated to be \$51,671.00.

### **FINANCIAL IMPACT**

If approved, the Village will increase General Fund expenditures out of the Village Administrator's Office – Contingency account by \$235,000. Please keep in mind that staff has received a \$182,000 grant to offset these expenditures.

### **RECOMMENDED ACTION:**

Staff recommends passing the motion.



## **BOARD OF TRUSTEES MEETING**

<b>AGENDA ITEM NO:</b> 6.	<b>DATE:</b> September 25, 2023
<b>SUBJECT:</b>  AN ORDINANCE AMENDING TITLE 8, ENTITLED “TRAFFIC REGULATIONS”, CHAPTER 8, ENTITLED “PARKING RULES”, SECTION 8-8-15, ENTITLED “PARKING RESTRICTIONS”, OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK	

### **STAFF REPORT**

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

### **PURPOSE AND ACTION REQUESTED**

Village staff is seeking an amendment to the Village Code Title 8, Chapter 8, Section 8-8-15 – Parking Restrictions.

### **BACKGROUND/SUMMARY**

In August of 2023 staff was notified by Gower School District that the times on the no parking signs posted near the school did not properly align with the school’s arrival and dismissal times. This prompted both Police Department Staff and Public Works staff to work in a joint effort and ensure that all the parking restrictions in Title 8, Chapter 8, Section 8-8-15 – Parking Restrictions were up to date. At this time the only issues discovered pertained to Cherry Tree Lane and Sheridan Drive. The current restrictions are as follows:

#### **Existing - Cherry Tree Lane**

Between Sheridan Drive and Hawthorne Lane, on school days between the hours of 8:00 A.M. and 9:00 A.M.

#### **Existing - Sheridan Drive**

Between 75th Street and Clarendon Hills Road, on school days between the hours of 8:00 A.M. and 9:00 A.M.

With the current student hours of 7:45 A.M. to 2:25 P.M., staff feels it would be prudent to update the parking restriction times as follows:

#### **Proposed - Cherry Tree Lane**

Between Sheridan Drive and Hawthorne Lane, on school days between the hours of **7:00 A.M.** and 9:00 A.M. and **2:00 P.M. and 4:00 P.M.**

#### **Proposed - Sheridan Drive**

Between 75th Street and Clarendon Hills Road, on school days between the hours of **7:00 A.M.** and 9:00 A.M. and **2:00 P.M. and 4:00 P.M.**



These new proposed amendments would cover both arrival and dismissal as well as leave a buffer to accommodate future changes to arrival and dismissal times.

After weeks of observing arrival and dismissal at Gower West School, Police Department staff believes continuing these parking restrictions with the expanded time frames is necessary for the safety of both motorists and pedestrians in the area. Allowing vehicles to park in these areas causes reduced visibility, blind spots, and an overall risk to public safety.

### **FINANCIAL IMPACT**

None.

### **RECOMMENDED ACTION:**

Staff recommends Board approval to pass the ordinance.

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

**AN ORDINANCE AMENDING TITLE 8, ENTITLED "TRAFFIC REGULATIONS",  
CHAPTER 8, ENTITLED "PARKING RULES", SECTION 8-8-15, ENTITLED  
"PARKING RESTRICTIONS", OF THE VILLAGE CODE OF ORDINANCES OF THE  
VILLAGE OF WILLOWBROOK**

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

**SECTION ONE.** That Title 8, Chapter 8, Section 8-8-15 of the Village Code of the Village of Willowbrook entitled "Parking Restrictions", as amended, is hereby amended in its entirety, to read as follows:

**8-8-15: PARKING RESTRICTIONS:**

It shall be unlawful for any person, firm or corporation to park any motor vehicle within the areas indicated below:

<b>Street</b>	<b>Limits</b>
<b>Street</b>	<b>Limits</b>
All posted fire lanes in the Village of Willowbrook	
Arlene Avenue	Between 75th Street and 75th Place between the hours of 9:00 A.M. and 3:00 P.M.
Brookbank	Between 75th Street and Midway Drive, on school days between the hours of 8:00 A.M. and 4:00 P.M.
Cherry Tree Lane	Between Sheridan Drive and Hawthorne Lane, on school days between the hours of 7:00 A.M. and 9:00 A.M. and between 2:00 P.M. and 4:00 P.M.
Clarendon Hills Road	Within 700 feet of its intersection with 59th Street
Executive Drive	Provided that a 15 minute loading zone shall be provided on the north side of Executive Drive
Holmes Avenue, east side	Between the northern right-of-way line of 59th Street to a point 625 feet north of said line, on school days between the hours of 8:00 A.M. and 4:00 P.M.
Illinois State Route 83	The entire length

Joliet Road	From Madison Street to I-55, provided that a 15 minute loading zone shall be provided on the north side of Joliet Road
Midway Drive	Route 83 to Quincy Street, provided that a 15 minute loading zone shall be provided on the south side of Midway, except within 300 feet of its intersection with Quincy Street
Midway Drive	Within 600 feet of its intersection with Route 83
Plainfield Road	Within 300 feet of its intersection with Route 83
Plaza Court	Provided that a 15 minute loading zone shall be provided on the east side of Plaza Court
Quincy Street	From 73rd Court to Joliet Road, provided that a 15 minute loading zone shall be provided on the west side of Quincy Street from a point 200 feet north of 75th Street extending to Joliet Road
Quincy Street, west side	300 feet centered along the frontage of the property located at 7580 Quincy Street
Rogers Drive, east side	Between Somerset Road and Rogers Court
Rogers Drive, west side	Between Somerset Road and Ridgemoor Drive (except for a distance of 300 feet fronting the public park)
Sheridan Drive	Between 75th Street and Clarendon Hills Road, on school days between the hours of 7:00 A.M. and 9:00 A.M. and between 2:00 P.M. and 4:00 P.M.
59th Street, south side	Within 100 feet east of its intersection with Clarendon Hills Road
67th Street	Within 300 feet of its intersection with Route 83
72nd Court	From Kingery Highway (Illinois State Route 83) to a point 420 feet east of the eastern right-of-way line of Route 83
73rd Court, north side	Within 320 feet of its intersection with Route 83
73rd Court, south side	Within 20 feet of its intersection with Route 83
79th Street	Within 1,120 feet of its intersection with Joliet Road
79th Street, south side	Within 100 feet west of its intersection with Clarendon Hills Road

**SECTION TWO.** The Chief of Police of the Village of Willowbrook or her designee is hereby directed to erect appropriate signage giving notice of the parking restrictions set forth herein.

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

**SECTION FOUR.** Upon passage, approval and publication, in the manner provided by law, this ordinance shall be effective ten (10) days after installation of appropriate signage.

PASSED and APPROVED this 25<sup>th</sup> day of September, 2023 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk



# Village of **WILLOWBROOK**

**Village Administrator's  
Office**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 7.**

**SUBJECT:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK  
APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE  
CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF WILLOWBROOK AND AMERICAN  
TRAFFIC SOLUTIONS (ATS), INC. D/B/A VERRA MOBILITY

**DATE:** September 25, 2023

### **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**

The Village's current Automated Red-Light Enforcement (ARLE) Program contract with Verra Mobility is expired, as such, staff are requesting that the Board of Trustees contract Verra Mobility for maintenance of the Village's Automated Red Light Enforcement Program.

### **BACKGROUND/SUMMARY**

The Village has contracted with Verra Mobility for an Automated Red-Light Enforcement (ARLE) Program since September 2009. Since Verra Mobility has long been the Village's ARLE program contractor, staff wanted to release an RFP for ARLE program services to ensure the Village was receiving the most effective and cost-efficient services.

The Village's ARLE program features 5 cameras located at three intersections: Route 83 and 63<sup>rd</sup> St (north and south), Route 83 and 75<sup>th</sup> St (north and south), and Route 83 and Midway Dr (north). From September 1, 2022 to August 31, 2023 the Village issued a total of 12,003 red light citations, or an average of 1,000 citations a month.

An Automated Red-Light Enforcement (ARLE) Program RFP was released by Village staff on July 17<sup>th</sup> with bids due on August 24<sup>th</sup>. Staff received three bids from JENOPTIK, Sensys Gatso USA, and Verra Mobility. Submitted vendor quotes are below:

<b>Vendor</b>	<b>Bid Price - Monthly</b>
JENOPTIK	\$4,050 per camera
Sensys Gatso USA	\$3,500 per camera & \$9.50 processing fee per issued notice.
Verra Mobility	\$3,995 per camera



Staff recommends the Village enter into an agreement with Verra Mobility for the Village's ARLE program as the lowest responsible bidder for this RFP. While Sensys Gatso has the lowest per camera amount on a monthly basis, they have also included an additional fee of \$9.50 per issued notice.

Based on staff's analysis, the cost for Sensys is no longer the lowest bidder:

	<b>Sensys Gatso USA</b>	<b>Verra Mobility</b>
Monthly fee	\$3,500 per camera (5)	\$3,995 per camera (5)
Monthly citation fee	\$9.50	No charge
Number of Citations per month	1,000	Not applicable
Total Monthly Citation Fee	\$9,500	Not applicable
<b>Total Monthly Cost</b>	<b>\$27,000</b>	<b>\$19,975</b>

## FINANCIAL IMPACT

The monthly fee incurred per camera will be \$3,995. The Village has a total of 5 red-light cameras, so a total of \$19,975 per month. Prior to the release of this RFP, the Village was paying \$4,495 per camera per month for a total of \$22,475. Staff are happy to report that this new agreement will lead to cost savings of \$2,500 per month for the Village. The Village will see an annual savings of \$30,000.

## RECOMMENDED ACTION:

Staff recommends proceeding with an agreement with Verra Mobility for maintenance of the Village's Automated Red Light Enforcement Program.

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

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND  
AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF  
WILLOWBROOK AND AMERICAN TRAFFIC SOLUTIONS (ATS), INC. D/B/A  
VERRA MOBILITY**

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**WHEREAS**, the Mayor and Board of Trustees of the Village of Willowbrook (the “Village) have previously implemented an automated red-light camera enforcement system along the Illinois Route 83 (Kingery Highway) Corridor; and

**WHEREAS**, on April 23, 2018, by Resolution No. 18-R-26, the Mayor and Village Clerk were authorized to execute, and did execute, a certain agreement with American Traffic Solutions (ATS), Inc. d/b/a Verra Mobility for a Red-Light Camera Enforcement System within the Village of Willowbrook.

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

**SECTION 1:** That the Mayor and Village Clerk be and the same are hereby authorized to execute a Professional Services Agreement between the Village and American Traffic Solutions (ATS), Inc. d/b/a Verra Mobility, in substantially the form attached hereto as Exhibit “A”, and, by this reference, incorporated herein, which Agreement is hereby approved.

**SECTION 2:** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, are hereby repealed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 3:** That this Resolution shall be in full force and effect from and after its adoption and adoption, in the manner as provided by law.

PASSED and APPROVED this 25<sup>th</sup> day of September, 2023 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF WILLOWBROOK AND AMERICAN TRAFFIC  
SOLUTIONS (ATS), INC. D/B/A VERRA MOBILITY**

## **PHOTO ENFORCEMENT SERVICES AGREEMENT:**

This Photo Enforcement Services Agreement includes the attached Exhibits ("Agreement") and is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility, ("Verra Mobility") and the Village of Willowbrook, Illinois ("Customer").

WHEREAS, Customer desires to implement a photo enforcement program to enforce traffic violations (the "Program") in accordance with 625 ILCS 5/11-208.6 and Title 8, Chapter 11 of the Village of Willowbrook Code of Ordinances; and

WHEREAS, Verra Mobility has the exclusive possession and ownership of the Back-office System "BOS", including certain knowledge, equipment, licenses, and the processes for processing Events; and

WHEREAS, Customer selected Verra Mobility to provide services to implement and carry on the Customer's Program; and

WHEREAS, Customer desires to use the Camera Systems together with the BOS to monitor and enforce traffic Violations and to issue Citations for traffic Violations as part of its Program; and

WHEREAS, Customer has determined that it has the authority to enter into this Agreement in compliance with the laws, regulations, and policies applicable to it, including procurement laws, regulations, and policies.

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

By signing below, the parties agree to the terms and conditions of this Agreement. Each individual signing below represents that such individual has the requisite authority to execute this Agreement on behalf of the entity which such individual represents and that all the necessary formalities have been met. This Agreement is effective on the date of execution by the last signatory to this cover page ("Effective Date").

### **ACKNOWLEDGED AND AGREED TO BY:**

AMERICAN TRAFFIC SOLUTIONS, INC.

VILLAGE OF WILLOWBROOK

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Frank A. Trilla Date \_\_\_\_\_  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Deborah A. Hahn  
Title: Village Clerk

## **I. DEFINITIONS**

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

**“Approach”:** One (1) direction of travel on a road including up to four (4) contiguous lanes and, if applicable controlled by up to two (2) signal phases, on which a Camera System may be installed upon the mutual agreement of the parties.

**“Back-Office System” or “BOS”:** The proprietary back-end system that processes Events and Violations, including the printing and mailing of Citations, the generation of evidence packages, and that provides system generated reports of Violation counts.

**“Business Hours”:** Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.

**“Business Rules”:** The Business Rules Questionnaire to be completed by Customer and delivered to Verra Mobility setting forth the business rules for the implementation and operation of the Program.

**“Camera System” or “Camera”:** A photo-traffic monitoring device consisting of one (1) rear camera, strobe (if applicable), and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a Violation, which records such data with one (1) or more images of such vehicle.

**“Change Order Notice”:** Written notice from Customer requesting changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, setting forth in reasonable detail the proposed changes.

**“Change Order Proposal”:** A written statement from Verra Mobility describing the cost of the changes to the work or addition of products or services requested by Customer in a Change Order Notice.

**“Citation”:** A citation, notice of violation, notice of infraction, notice of liability or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in the BOS.

**“Designated Safety Zone”:** A designated safety zone in which a Camera System may be installed.

**“Event”:** A potential Violation captured by the Camera System.

**“Fees”:** The amount payable by Customer to Verra Mobility for equipment, services, and maintenance as set forth in **EXHIBIT A**.

**“Laws”:** All federal, state, or local, laws, ordinances, regulations, and orders.

**“Notice to Proceed”:** Written confirmation from Customer that Verra Mobility may proceed with the installation of a given Camera System, a form of which is attached as **EXHIBIT C**.

**“Owner”:** The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.

**“Paid Citation”:** A situation where the Person cited has paid any portion of the penalty, fine, funds, fees or costs associated with the particular Citation.

**“Person” or “Persons”:** Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

**“Photo Enforcement Infrastructure”:** The poles, foundation, conduit, and other below-grade infrastructure associated with installing Camera Systems.

**“Project Time Line”:** The initial schedule and timelines required to begin the implementation of Customer’s project, as mutually agreed upon by the parties. The initial project timeline will be prepared assuming the active cooperation and engagement of the Program stakeholders set forth in Section 2.1.1 of **EXHIBIT B**.

**“Red Light Safety Camera System”:** A Camera System that uses vehicle detection technology to capture a vehicle traversing a red light traffic signal and generates recorded images of an Event and is installed on a mutually agreed upon Approach.

**“System”:** A Camera System and the related Photo Enforcement Infrastructure.

**“Violation”:** A failure to obey an applicable traffic law or regulation related to a failure to obey a traffic signal, as determined in Customer’s sole discretion.

## **II. GENERAL TERMS AND CONDITIONS**

### **1. VERRA MOBILITY AGREES TO PROVIDE:**

The scope of work identified in **EXHIBIT B**, Section 1.

### **2. CUSTOMER AGREES TO PROVIDE:**

The scope of work identified in **EXHIBIT B**, Section 2.

### **3. (if applicable) ADDITIONAL SERVICES:**

Verra Mobility shall provide the additional services set forth on **EXHIBIT B**, Sections 3.1 - Enhanced Video Services, subject to the additional terms and conditions specified therein.

### **4. TERM:**

4.1 This Agreement shall commence upon the Effective Date and shall continue for a term of five (5) years beginning on the first day of the month following execution of this Agreement, by both parties. This Agreement will automatically extend for additional (1) year terms. However, Customer or Verra Mobility may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term.

### **5. FEES AND PAYMENT:**

5.1 Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in **EXHIBIT A**, Service Fee Schedule 1.

5.2 Invoices shall be in standard Verra Mobility format and provided electronically.

5.3 Customer shall pay all Fees due Verra Mobility based upon invoices from the preceding month in accord with the provisions of The Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

- 5.4 Verra Mobility's Fees will be fixed for the initial five (5) year term of the Agreement; thereafter, unit prices will increase annually by the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. City average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group.
- 5.5 Verra Mobility's compensation shall be \$3,995.00 per month, per camera. Verra Mobility will continue to provide, operate, maintain, and repair the Automated Red Light Enforcement (ARLE) Program in the Village. Monthly compensation shall include: the management of related hardware, software, equipment, as well as other goods or services which may be necessary to operate the Program.

Monthly compensation shall also include:

- Storage of digital images and electronic data and records;
- Initial review of Events;
- Printing and mailing of warning or violation notices or subsequent collection notices for ARLE Citations;
- Event processing and matching license plate numbers with department of motor vehicle records;
- Customer services to individuals to whom Citations are issued;
- Online platform through which violators may pay Citation fees and fines;
- Monthly reports of ARLE Program activity;
- Training for Village employees on the Program (as needed); and
- Administrative adjudication hearing support and testimony, as needed.
- Storage of digital images and electronic data and records;
- Customer services to individuals to whom Citations are issued;
- Online platform through which violators may pay Citation fees and fines;
- Storage of digital images and electronic data and records from the ARLE Program for a minimum of forty-five (45) days. Verra Mobility shall abide by the Local Records Act regarding the storage of any images or video captured by the ARLE Program;

## **6. COMMUNICATION OF INFORMATION:**

Verra Mobility will comply with reasonable requests from Customer for information obtained by Verra Mobility through operation of the Camera Systems or the BOS. Verra Mobility reserves the right to assess a fee for such services if such information is requested by a third-party or if Customer could retrieve the information from the BOS without the assistance of Verra Mobility. Verra Mobility will not be under any obligation to provide information directly to non-Customer requesting parties. For any non-Customer requests for information, Verra Mobility shall work collaboratively with Customer to provide requested information in a timely manner to Customer. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

## **7. CONFIDENTIALITY:**

Subject to the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.*, no information given by Verra Mobility to Customer will be of a confidential nature, unless specifically designated in writing as proprietary or confidential by Verra Mobility ("Verra Mobility Confidential Information"). If, however, Verra Mobility does designate certain information as proprietary or confidential, Customer shall treat the Verra Mobility Confidential Information with the same degree of care and same restrictions as Customer treats its own proprietary and confidential information, but in no event with less than reasonable care and reasonable restrictions. Customer will use Verra Mobility Confidential Information solely in connection with its rights and obligations under this Agreement, and will not use Verra Mobility Confidential Information for any other

purpose, including but not limited to any use to harm or injure Verra Mobility or in any other way detrimental to Verra Mobility. If Customer receives a request or becomes legally obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, other demand or request by a governmental agency, or the application of statutes, rules or regulations) to disclose any of the Verra Mobility Confidential Information, Customer will promptly provide Verra Mobility with written notice of such request or requirement before any disclosure, and will cooperate with Verra Mobility's reasonable efforts to obtain confidential treatment of the Verra Mobility Confidential Information. If a protective order or other confidential treatment is not obtained or if Verra Mobility waives its rights under this paragraph, Customer agrees to furnish only so much of the Verra Mobility Confidential Information as it is legally required to furnish and to exercise its best efforts to obtain written assurances that confidential treatment will be accorded to the Verra Mobility Confidential Information. Customer will give Verra Mobility an opportunity to review the Verra Mobility Confidential Information prior to its disclosure, and Customer will allow Verra Mobility to participate in any related proceeding. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

## **8. PROPRIETARY RIGHTS:**

- 8.1 Back Office: Verra Mobility's proprietary BOS is software-as-a-service. Under all circumstances, Verra Mobility shall retain ownership of the BOS, including any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS, even if modified, configured, improved, enhanced, upgraded, or further developed at the request, feedback, or recommendation of the Customer. Under no circumstance will any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS be considered "Work for Hire". During the term of our Agreement with Customer, Verra Mobility grants Customer a non-exclusive, non-transferable, revocable license to access and use the BOS for the sole purpose of Customer performing its obligations under this Agreement.
- 8.2 Systems: Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems. On and as of the date of termination of this Agreement, Customer shall be deemed to accept and receive full ownership and control of the Photo Enforcement Infrastructure.
- 8.3 Public Safety Campaign and Public Awareness: As between the parties, Verra Mobility owns and retains all rights, title and interest in and to the Public Safety Campaign Content, if any, created by Verra Mobility and all intellectual property rights therein, excluding all Customer Content. "Public Safety Campaign Content" means all content, trademarks, service marks, works of authorship, products, software, software code, databases, technology, information, data, specifications, documentation, algorithms, technical and business plans, and other materials of any kind, and all intellectual property rights therein produced by Verra Mobility for a Public Safety Campaign pursuant to **EXHIBIT B**. Verra Mobility grants to Customer a perpetual, revocable, non-transferable, and non-exclusive license to use, copy, display, and distribute the Public Safety Campaign Content solely to promote Customer's photo enforcement programs, and to modify the Public Safety Campaign Content as needed for formatting for exercise of the license granted.
- 8.4 In order to produce the Public Safety Campaign Content, Customer grants Verra Mobility a nonexclusive, fully paid-up, license to use, reproduce, distribute, perform, practice and display, and to create derivatives of all content, trademarks, service marks, works of authorship, products, software, software code, databases, technology, information, data, specifications, documentation, algorithms, technical and business plans, and other materials of any kind, and all intellectual property rights therein provided to Verra Mobility ("Customer Content") solely for Verra Mobility to (i) create the Public Safety Campaign Content, and (ii) provide services to Customer. Customer has the ability to approve use of any Customer Content in the Public Safety Campaign Content. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants Customer a non-exclusive, non-transferable, revocable license to use and display Verra Mobility information provided by Verra Mobility on or in marketing, public awareness or

education, or other publications or materials relating to the Program, so long as any and all such publications or materials are approved by Verra Mobility in advance of use.

- 8.5 Data Use: Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the Camera Systems and the BOS, including through the Enhanced Video Services, as defined in **EXHIBIT B**. Furthermore, Verra Mobility has a right to use non-personalized and aggregated Program data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's Program.
- 8.6 Public Disclosure: Verra Mobility Corporation, the ultimate parent company in the corporate family, is a public company registered with the U.S. Securities and Exchange Commission (SEC) with shares of its common stock listed on the NASDAQ. Nothing in this Agreement shall be construed to limit Verra Mobility's or Verra Mobility Corporation's ability to comply with our disclosure obligations as interpreted by our attorneys and accountants under applicable, laws, rules, and regulations of the SEC or the NASDAQ.

## **9. INDEMNIFICATION AND LIABILITY:**

- 9.1 Indemnification by Verra Mobility. Verra Mobility agrees to indemnify Customer and its managers, elected and appointed officials, officers, employees, agents, representatives and successors (individually, a "Customer Party" and collectively, the "Customer Parties") against all liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to the negligence of, willful misconduct of, or material breach of this Agreement by Verra Mobility, which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (i) to the extent caused by the negligence of, willful misconduct of, or material breach of this Agreement by any Customer Party, (ii) to the extent such Loss was caused by Customer Party's access to and use of the Enhanced Video Services, and (iii) any claim, action or demand (a "Claim") caused by Customer's failure to perform its obligations under this Agreement, as related to the Claim.
- 9.2 Indemnification by Customer. Customer hereby agrees to indemnify Verra Mobility and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all Persons acting by, through, under or in concert with them (individually, an "Verra Mobility Party" and collectively, the "Verra Mobility Parties") against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related the gross negligence of, willful misconduct of, or material breach of this Agreement by the Customer which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (a) to the extent caused by the negligence of, willful misconduct of, or material breach of this Agreement by any Verra Mobility Party or (b) any Claim caused by Verra Mobility's failure to perform its obligations under this Agreement.
- 9.3 Indemnification Procedures. In the event of any Claim in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim and no party shall have the right to enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent shall not be unreasonably withheld or delayed.

9.4 Limited Liability. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, or consequential damages, or lost profits, lost fines, or lost data however caused and on any theory of liability, arising out of or relating to this Agreement.

## **10. INSURANCE:**

Verra Mobility shall maintain the following minimum scope and limits of insurance:

10.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$2,000,000 per occurrence, and in the aggregate.

10.2 Workers' Compensation as required by applicable state law, and Employer's Liability Insurance with limits, as required by Illinois law. Verra Mobility shall at all times maintain Worker's Compensation insurance coverage in the amounts required by Law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.

10.3 Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Verra Mobility with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage, to include coverage for all owned, non-owned and hired vehicles.

10.4 Customer shall be named as additional insured on the comprehensive general liability policies provided by Verra Mobility under this Agreement.

10.5 Certificates showing Verra Mobility is carrying the above-described insurance shall be furnished to Customer within fourteen (14) calendar days after Customer request.

Customer shall maintain the following minimum scope and limits of insurance:

10.6 Commercial General Liability insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability.

10.7 Worker's Compensation coverage as required by applicable state law and Employer's Liability Insurance.

10.8 Business Automobile Liability Insurance coverage for automobiles and all installed equipment, on any automobiles driven by Customer employees or contractors. Coverage will include liability and collision damage and shall provide 100% coverage.

10.9 Customer will provide certificates of insurance, listing Verra Mobility as an additional insured on Business Automobile Liability Insurance. If self-insured, the Customer will maintain coverages sufficient to cover any liability specified above that may arise from the performance of this Agreement and show evidence of such. If Customer fails to meet the above insurance requirements, Verra Mobility reserves the right to procure such insurance and bill the Customer.

10.10 The limits set forth above are minimum limits and shall not be construed to limit the liability of either party.

## **11. LIMITED WARRANTY:**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VERRA MOBILITY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE CAMERA SYSTEMS, THE BOS, OR ANY RELATED EQUIPMENT OR SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE PROGRAM. THE CUSTOMER ACKNOWLEDGES THAT AT TIMES SUCH SYSTEMS AND RELATED EQUIPMENT AND SOFTWARE MAY MALFUNCTION OR OTHERWISE NOT OPERATE AS ANTICIPATED. VERRA MOBILITY SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

## **12. STATE LAW TO APPLY:**

This Agreement shall be construed under and in accordance with the laws of the State of Illinois.

## **13. DISPUTE RESOLUTION:**

- 13.1 All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of Verra Mobility and the Village Administrator of the Village of Willowbrook, subject to approval by the Village of Willowbrook's Board of Trustees. Following thirty (30) days of unsuccessful negotiation, the parties shall participate in professionally-assisted mediation, with a mediator acceptable to both parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.
- 13.2 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties and upon a showing of substantial need by the party seeking discovery.
- 13.3 The arbitrator's decision shall follow the plain and natural meaning of the relevant documents and shall be final and binding. The arbitrator will have no power to award:
  - a) damages inconsistent with the Agreement; or,
  - b) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.
- 13.4 All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as may be necessary to comply with legal or regulatory requirements.
- 13.5 Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter

a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorneys' fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

#### **14. CHANGE ORDERS:**

Customer may request the addition of any products or services that Verra Mobility provides or other changes to the scope of work to be performed under this Agreement by providing a Change Order Notice to Verra Mobility. Upon Verra Mobility's receipt of the Change Order Notice, Verra Mobility shall deliver to Customer a Change Order Proposal. Following Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith regarding a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price and any other matters relating to the proposed changes. Any Change Order Proposal mutually agreed to by the parties in writing shall be incorporated as an addendum to this Agreement. Pursuant to General Provisions, Article 21 (Change Orders and Amendments. Any failure of the parties to reach agreement with respect to any foregoing as a result of any proposed changes will not be deemed to be a breach of this Agreement.

#### **15. TERMINATION:**

15.1 Verra Mobility's services may be terminated:

- (i) By mutual written consent of the parties; or
- (ii) For material breach of this Agreement by either party, where the other party fails in any material way to perform its obligations under this Agreement.
  - a) Where Customer is in breach of this Agreement for non-payment of Fees to Verra Mobility, Verra Mobility may exercise any or all of the following remedies: (1) provide Customer written notice and ten (10) days to cure before suspending performance and turning off the Camera Systems; (2) terminate this Agreement for cause where Customer's account remains delinquent sixty (60) days after written notice; and (3) in addition to the foregoing, seek any other available remedies at law or equity.
  - b) Termination under this Subsection 15.1(ii) for any reason other than non-payment of Fees by Customer is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.

15.2 Upon termination of this Agreement, including because it has reached the end of its term, the parties recognize that Customer will have to process Events in the "pipeline". Accordingly, the parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

- (i) Customer shall cease using the Camera Systems to capture Events.
- (ii) Unless it is unlawful to do so, Verra Mobility will, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly Fee per Camera System.

After such ninety (90) day period, Verra Mobility will terminate all use of the BOS for Customer's Program and upon such termination, the BOS, including Verra Mobility provided website accessible by Owners/violators, and related lockbox shall no longer be capable of accepting payments.

- (iii) Except as provided for in Section 15.2(iv) related to the Photo Enforcement Infrastructure, Customer shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
- (iv) Upon removal, Verra Mobility shall restore the surface of the Illinois Department of Transportation's property to substantially the same condition as such property was in immediately prior to this Agreement. Installed underground Photo Enforcement Infrastructure shall not be required to be removed unless required by the Illinois Department of Transportation. All currently installed Photo Enforcement Infrastructure is on the Illinois Department of Transportation right-of way, and not under Customer's jurisdiction.

## **16. LIMITED AGENCY:**

Customer hereby grants Verra Mobility the authority to act on its behalf as a limited agent of Customer, and shall cause the applicable law enforcement agency to grant Verra Mobility the authority to act as a limited agent of the law enforcement agency, for the purposes of (i) facilitating establishment of bank accounts and delivering payment/transfer instructions, if applicable; (ii) access to DMV records; and (iii) generating and administratively processing recorded images of Events as described in this Agreement and the Business Rules. Verra Mobility and its employees, contractors, agents and servants will in no event be considered to be employees, agents (other than in the limited capacity described herein), or servants of Customer. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and Customer.

## **17. USE OF SUBCONTRACTORS:**

From time to time, Verra Mobility may subcontract certain services provided under this Agreement without prior notice to or consent of Customer. Any and all subcontractor retained by Verra Mobility shall comply with all insurance requirements applicable to Verra Mobility, as set forth in Section 10.1 through 10.10 above.

## **18. DATA RETENTION:**

Subject to litigation holds, court orders, changes in Law, or other legal requirements applicable to Verra Mobility, Verra Mobility shall maintain the categories of data set forth under the heading "Type of Record" for the periods of time set forth under the heading "Minimum Verra Mobility Retention Period" on EXHIBIT E during the term of this Agreement. Customer represents and warrants to Verra Mobility that the data retention schedule provided by Customer complies with the laws applicable to Customer. Within one hundred-twenty (120) days of the later of the termination of this Agreement or the termination of any wind-down period, Verra Mobility shall at its option either (i) place the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records (each as described on EXHIBIT E), not previously disposed of in accordance with the data retention schedule at a secured location with SFTP access or (ii) provide Customer with a hard-drive containing the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records, where Customer shall have ninety (90) days to retrieve and validate the information. After ninety (90) days, Verra Mobility shall delete all data from the SFTP location (if applicable) and shall have no further data retention obligations to Customer with respect to such data. Customer acknowledges that DMV data source providers may require Customer to enter into licensing agreements with

the DMV data source providers in order for Customer to have continued access to certain registered owner information after the termination of this Agreement.

**19. ASSIGNMENT:**

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for business financing purposes or other corporate reorganizational purposes, Verra Mobility may sell, assign, transfer or convey any interest in this Agreement in whole or in part without the written consent of Customer.

**20. FORCE MAJEURE:**

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, hurricanes, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, supply-chain disruptions or governmental authorities approval delays which are not caused by any act or omission by the parties. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay. For the avoidance of doubt, road construction is not an event of Force Majeure on behalf of the Customer. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this section.

**21. NOTICES:**

Any notices or demand which, under the terms of this Agreement or under any statute, that must or may be given or made by Verra Mobility or Customer shall be in writing and shall be given or made by personal service, overnight delivery service (e.g. Federal Express), or by certified mail to the parties at the following addresses:

**CUSTOMER:**  
Village of Willowbrook  
825 Midway Drive  
Willowbrook, Illinois 60527  
Attn: Village Administrator

**VERRA MOBILITY:**  
American Traffic Solutions, Inc.  
1150 North Alma School Road  
Mesa, Arizona 85201  
Attn: Government Solutions Legal Department

**22. LEGAL CONSTRUCTION:**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable herein.

**23. AMENDMENTS TO THE AGREEMENT:**

Any changes, modifications or amendments to this Agreement shall be in writing and signed by both parties.

**24. INTEGRATION:**

This Agreement, together with all attached Exhibits, constitutes the sole and only agreement of the parties and supersedes any prior or contemporaneous understanding, written or oral, between the parties respecting its subject matter.

**25. SURVIVAL:**

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 5, 7, 8, 9, 11, 12, 13, 15, 16, 18, 20, 21, 22 and this Section 25.

**26. ADDITIONAL SERVICES:**

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies for Customer to consider and, if so desired, Customer may procure from Verra Mobility the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon by the parties.

**27. PILOTS:**

From time to time, at the mutual agreement of the parties, Verra Mobility may pilot existing Verra Mobility products and services or products and services that are under development by Verra Mobility or its current or future subcontractors and vendors (each a “Vendor”). During any pilot pursuant to this Section 27, registered owner information shall not be used and no Events will be issued as Citations and no mailing of warnings or Citations will occur. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by any pilot systems. Verra Mobility may request Customer or its employees to provide feedback on the use, quality, viability, features, functionality, or desirability of pilot systems (“Customer Feedback”). All data, drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared or generated by Verra Mobility or a Vendor or a pilot system in connection with any pilot shall remain the property of Verra Mobility (the “Pilot Data”). To the extent that such Pilot Data is provided to Customer, Verra Mobility grants to Customer a limited, personal, non sublicensable, nonexclusive license to use the Pilot Data, solely for evaluation and statistical purposes. Actual program performance may vary from pilot performance. Customer acknowledges and agrees that the terms of this Agreement, *except for* Sections 7, 10, 11, 12, 13, 17, 20, 21, 22 and this Section 27, shall not apply to any such pilot.

**28. EXECUTION:**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or “.pdf” transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or “.pdf” shall be deemed to be their original signatures for any purpose whatsoever.

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**EXHIBIT A**  
**SERVICE FEE SCHEDULE**

**1.0 Description of Pricing**

Fees are based on per camera and are as follows:

**Fee:** \$3,995.00 fixed fee, per camera, per month.

**Cost Neutrality.** In no event shall the total amount involved exceed the total amount collected by the Village for the same invoice period.

To ensure cost neutrality to the Village, Verra Mobility shall issue a credit to the Village calculated monthly, as follows: the difference between: (i) (the total aggregate number of Locations) times (\$3,995.00) and (ii) the actual revenue generated by Citations from all approaches.

**Service Fees:** Service Fee includes all costs required and associated with one rear-only Camera System installation, maintenance and on-going field and back-office operations. Includes red-light camera equipment for a 4-lane approach with up to two (2) signal phases, installation, maintenance, violation processing services, DMV records access, First Class mailing of notice of violation with return envelope, mailing of second notice (as needed), lockbox and epayment processing services, excluding user convenience fee, IVR call center support for general program questions and public awareness program support. This pricing applies to all cameras installed within the first twelve (12) months of the term of this Agreement.

**2.0 Optional Collection Services:**

In the event that Customer elects to have Verra Mobility engage a collections agency to perform collections services, Verra Mobility's designated collection's subcontractor may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue amounts does not conflict with applicable state law. Verra Mobility will be entitled to receive portions of the collected revenue as noted below. For those accounts in default that go to collection, this is in addition to Verra Mobility Fees noted in Section 1.0 above.

Delinquent Collections Services      30% of Recovered Revenue

In the event that Customer elects to have Verra Mobility provide collections services, Customer shall so notify Verra Mobility in writing. Customer agrees that, once Verra Mobility's collections services are elected, Customer may not utilize another vendor for these collections services without prior written consent from Verra Mobility through an amendment to this Agreement.

**EXHIBIT B**  
**SCOPE OF WORK**

**1. VERRA MOBILITY SCOPE OF WORK**

**1.1 VERRA MOBILITY IMPLEMENTATION**

- 1.1.1 Verra Mobility agrees to provide Camera System(s), use of the BOS and related services to Customer as outlined in this Agreement, excluding those items identified in Section 2 titled “Customer Scope of Work”. Verra Mobility and Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign the proper party the responsibility and cost for such items. In general, if work is to be performed by Customer, unless otherwise specified, Customer shall not charge Verra Mobility for the cost.
- 1.1.2 Customer and Verra Mobility will complete the Project Time Line within sixty (60) days of Agreement execution date, unless mutually agreed to otherwise by the parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 Verra Mobility will install Camera System(s) at a number of Designated Safety Zones to be mutually agreed upon between Verra Mobility and Customer as reflected in a written Notice to Proceed. In addition to any initial Designated Safety Zones the parties may mutually agree to add additional Camera System(s) or Approaches, which shall also be reflected in a written Notice to Proceed as set forth in **EXHIBIT C**.
- 1.1.4 Site installation plans for fixed-site installations shall be prepared under the supervision of, approved and sealed by a licensed professional engineer licensed to perform engineering services in the state where the Camera Systems will be installed.
- 1.1.5 Verra Mobility shall not be responsible for, nor shall it perform, any engineering or traffic safety studies as may be desired by Customer or required by laws applicable to Customer.
- 1.1.6 Verra Mobility will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances, unless enforcement times are restricted by law, such as in school zones.
- 1.1.7 Verra Mobility’s Marketing Department will assist Customer with public information content and outreach campaign strategies (“**Public Safety Campaign**”).
- 1.1.8 Verra Mobility agrees to provide a secure website accessible to Owners/violators who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. Verra Mobility shall include a link to the payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.
- 1.1.9 Verra Mobility will provide technician site visits to each Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.

- 1.1.10 Verra Mobility shall take commercially reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction.
- 1.1.11 If Customer is using Verra Mobility enabled lockbox or epayment services, Customer shall provide Verra Mobility and the applicable payment processor with the items set forth in Section 2.1.4 below.
- 1.1.12 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of up to the greater of \$5.00 or to 5% of the total payment, for each payment processed through the web, call center, IVR, or other electronic means. Such fee is paid by the payor and retained by Verra Mobility.

## **1.2 VERRA MOBILITY OPERATIONS**

- 1.2.1** Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the Customer's Business Rules.
- 1.2.2** If a warning period is required, Verra Mobility shall provide Customer with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. Customer shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days, Customer shall be responsible for the normal monthly Fee.
- 1.2.3** Verra Mobility shall provide Customer with access to the BOS, including image processing, and printing and mailing of up to six (6) letters/ notices in support of Citation issuance and escalation. In the case of a transfer of liability by the Owner, the BOS shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or identified by a rental car company. Costs of certified mailings are priced separately and paid by Customer to Verra Mobility as indicated in **EXHIBIT A**.
- 1.2.4** Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by first class or other mail means for additional compensation to Verra Mobility as agreed upon by the parties.
- 1.2.5** Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the Customer's Business Rules.
- 1.2.6** Verra Mobility may make non-substantive formatting or incidental changes to the Citation form without approval by Customer.
- 1.2.7** Verra Mobility shall seek records from vehicle registration databases reasonably accessible to Verra Mobility through its limited agent relationship with Customer and use such records to assist Customer in processing Citations. Verra Mobility may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing. Verra Mobility reserves the right to pass-through to Customer any cost increases imposed on Verra Mobility by DMV data sources.
- 1.2.8** The BOS shall provide Customer with the ability to run and print standard system reports. Verra Mobility provides a suite of standard program reporting at no charge to clients with active Programs. Upon notice to Customer, Verra Mobility reserves the right to modify the

suite of standard program reporting available to Customer, so long as such change applies generally to customers with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon.

**1.2.9** During the twelve (12) month period following the installation of the first Camera System, upon Verra Mobility's receipt of a written request from Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide Customer with or train a Customer provided local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the BOS until judicial notice is taken. Customer shall use its best efforts to obtain judicial notice as soon as possible. If a Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, Customer shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.

**1.2.10** In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair or (ii) negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility and Customer shall bear the cost of repair equally with Customer reimbursing Verra Mobility for its portion of the cost of repair. For all other causes of damage, including road construction, Customer negligence, etc. Customer shall reimburse Verra Mobility for the cost of repair.

**1.2.11** Verra Mobility shall provide a help-line to assist Customer with resolving any problems encountered regarding its Camera System and/or the BOS. The help-line shall function during Business Hours.

## **2. CUSTOMER SCOPE OF WORK**

### **2.1 GENERAL IMPLEMENTATION REQUIREMENTS**

**2.1.1** Within seven (7) business days of the Effective Date of this Agreement, Customer shall provide Verra Mobility with the name, title, mailing address, email address and phone number of all Customer stakeholders, including:

- A project manager with authority to coordinate Customer responsibilities under this Agreement;
- Administrative hearing manager responsible for oversight of all Court-related program requirements;
- The police contact;
- The administrative hearing contact;
- The person responsible for overseeing payments by violators (might be court);
- The prosecuting attorney, if any;
- The Village attorney;
- The finance contact (who receives the invoices and will be in charge of reconciliation);
- The IT person for the police;
- The IT person for the administrative hearing;
- The public works and/or engineering contact responsible for issuing any/all permits for construction; and
- Administrative hearing manager responsible for oversight of all hearing-related program requirements.

2.1.2 Customer and Verra Mobility shall complete the Project Time Line within sixty (60) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the parties. Customer shall make every effort to adhere to the Project Time Line.

2.1.3 As requested from time to time by Customer, Verra Mobility will provide Customer with a mock-up of the Citation and other notices within fifteen (15) days of a completed Business Rules Questionnaire. Customer shall review the Citation and other notices to ensure conformity with the Laws applicable to Customer. Except as outlined in Section 1.2.6, Verra Mobility shall not implement changes to the Citation or other notices without Customer's prior review and sign-off. Customer is responsible for the content of its Program notices, including but not limited to Citations.

2.1.4 Customer intends to utilize Verra Mobility enabled payment processing channels. Customer shall designate a Customer account for deposit / settlement of funds paid by payors. Within seven (7) business days of receipt by Customer, Customer shall provide Verra Mobility completed banking forms and payment processing agreements, which may include among others a Participant Agreement and Submerchant Agreement with the payment processor as well as a bank verification letter prepared by the Customer's settlement account's bank, and a Form W-9, Request for Taxpayer Identification Number and Certification. A copy of the Participant Agreement and the Submerchant Agreement are each attached here to as **EXHIBIT F**.

2.1.5 Customer shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT D**) to provide verification to the National Law Enforcement Telecommunications System (NLETS) indicating that Verra Mobility is acting on behalf of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1). Access to registered owner information through National Law Enforcement Telecommunications System (NLETS) requires Customer to provide Verra Mobility with a unique Customer ORI. In order to access certain state departments of motor vehicles records directly (not through NLETS), agreements or applications directly between customer and the state DMV may be required by Customer, including agreements requiring Customer to comply with certain permissible use, privacy, and security requirements of the applicable state department of motor vehicle. If required, Customer shall execute such agreements or applications with, participate in audits by, or provide certifications to state department of motor vehicles. If Customer requires Verra Mobility to access registered owner information from sources other than NLETS or direct through a state DMV, accessible to Verra Mobility at no cost, additional fees will apply.

2.1.6 Customer shall prepare, execute, update, and maintain the Business Rules for implementation and operation of the Program. Customer's failure to timely prepare the Business Rules may impact the Project Time Line or compliance of Customer's Program with applicable laws. Verra Mobility shall not be liable for Customer's failure to update and maintain the Business Rules. To the extent that there is a conflict between the Business Rules and Agreement, the Agreement shall govern.

2.1.7 Customer is responsible for notifying Verra Mobility of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read of the proposed legislation. Verra Mobility will not be responsible for complying with any change in applicable local law, until such time as Verra Mobility has been notified by Customer in writing of the change in Law and, if applicable, Customer's Business Rules have been updated by Customer. In the event of a change in Law, excluding a change in Customer's local law, which would increase

the cost of Verra Mobility's provision of the Services, Verra Mobility may propose a Fee increase to Customer. If the parties cannot mutually agree on the Fee change, Verra Mobility may terminate this Agreement. In the event of a change in or adoption of a local law of Customer, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility shall provide Customer with a Fee increase consistent with Verra Mobility's increased operating cost, and Customer shall be obligated to pay such increased Fees.

- 2.1.8 Customer is responsible for all final jurisdictional issues, including but not limited to as they pertain to issuance of Citations, adjudication of Violations, and intergovernmental authorities.
- 2.1.9 Once a Notice to Proceed is granted to Verra Mobility in writing, Customer shall not issue a stop work order to suspend activity on the implementation process, unless Customer reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.
- 2.1.10 Customer will comply with all applicable Laws relating to its conduct with respect to the Program. Customer shall not use the Camera Systems, the BOS, or the data captured by the Camera Systems or provided by NLETs or DMV data source providers for any purpose not permitted by Law.
- 2.1.11 Once a Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service at the next available enforcement period or as otherwise mutually agreed to by the Parties.
- 2.1.12 Customer shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using the BOS to determine which Events constitute Violations that will be issued as Citations. In the event that Customer fails to process Events within this timeframe, Verra Mobility shall not be liable for failure of the BOS to allow Customer to issue a notice or Citation within statutory timeframes.
- 2.1.13 In the event that remote access to the BOS is blocked by Customer network security infrastructure, Customer's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.
- 2.1.14 Customer shall be responsible for any reporting obligations that it has to any state or other regulatory body with respect to its operation of the Program or the payment of Citations.

## **2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS**

- 2.2.1 All Fixed Camera Systems are intended to remain installed for the duration of the Agreement. If Customer requests that Verra Mobility move a Fixed Camera System after initial installation, Customer shall pay for the total cost to relocate the System.
- 2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, Customer shall pay a reduced monthly fee of \$2,500 per month for the deactivated Camera System during the time the Camera System is deactivated and pay any costs incurred by Verra Mobility for removing, and if applicable reinstalling, the System. If the System shall be reinstalled after project is completed, in lieu of paying the reduced monthly Fee while Camera System is deactivated Customer may instead elect through a Change Order, or other

written modification to the Agreement, to extend the current term of the Agreement for the time period the Camera System was deactivated.

- 2.2.3 Prior to the installation of any System, Customer shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any Approach designated for System installation. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the deactivation or removal of a System or otherwise impact an Approach during the term of this Agreement, Customer shall notify Verra Mobility of any such construction.
- 2.2.4 Customer will design, fabricate, install and maintain camera warning signs required by Law for purposes of operating the Program. If Customer cannot provide such signage, Verra Mobility will do so, and Customer shall reimburse Verra Mobility for such costs. Even if Verra Mobility provides such signage, Customer shall remain responsible for maintaining such signage in compliance with applicable Laws. Customer is responsible for determining the placement/location of signs in compliance with applicable Laws.
- 2.2.5 Customer understands that proper operation of the Red Light Camera Systems requires access to traffic signal phase connections. Customer, therefore, shall provide access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase connections and infrastructure and any costs associated with needed agreements shall be funded by Customer.
- 2.2.6 Customer understands that proper operation of the Red Light Camera System sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. Customer, therefore, shall provide access to Verra Mobility to attach certain items of detection equipment to existing signal masts, mast arms and / or other street furniture if required for the proper operation of the System.
- 2.2.7 Customer shall allow Verra Mobility to access power from existing power sources at no cost and, if applicable, shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each System within Customer's jurisdiction. If these items are not made available, the costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by Customer. Verra Mobility may agree to cover these upfront costs and separately bill Customer through the monthly invoice over a period not to exceed one year. If existing power sources are not immediately available, Customer will allow Verra Mobility to use temporary power until the existing power is established. In situations where it is not possible to obtain electrical power from a pre-existing source, Customer shall bear the costs (or reimburse Verra Mobility) for obtaining/routing power. When access to power facilities is not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. Any costs associated with the needed agreements shall be funded by Customer.
- 2.2.8 Customer shall approve or reject site plans submitted Verra Mobility within seven (7) business days of receipt. Customer shall use best efforts to ensure that the total duration between submittal and finalization does not exceed ten (10) days for plan approvals when plans are being reviewed and permitted by any state, county, and/or local agencies.

- 2.2.9 Customer, or any department of Customer, shall not charge Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services and permits during installation or maintenance of a System. Customer shall also apply for, when in Customer's name, or coordinate the application for, when in the name of a Customer agency, school, or school district, and fund any and all needed state, local, and/or county permits, including any traffic control permits.
- 2.2.10 Customer shall issue all needed permits to Verra Mobility and its subcontractor(s) within three (3) business days of plan approval. Customer shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any state, local, and/or county agency.
- 2.2.11 If required by the submitted design plan for proper operation, Customer shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within Customer's jurisdiction. Customer shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.
- 2.2.12 Customer shall allow Verra Mobility to build Infrastructure into any existing Customer-owned easement.
- 2.2.13 If use of private property right-of-way is needed, Customer shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by Customer as it is expressly excluded from the base fee structure identified in the fee schedule.
- 2.2.14 Customer shall be responsible for the performance of any engineering or traffic safety studies as may be desired by Customer or required by laws applicable to Customer.

### **2.3 HEARING OPERATIONS**

- 2.3.1 Customer is responsible for the prosecution and adjudication of Citations in accordance with all applicable Laws.
- 2.3.2 Customer shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.
- 2.3.3 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication.
- 2.2.1 Verra Mobility shall provide Customer with access to its online BOS adjudication processing module which will enable the adjudication function to review cases, related images, and other related information required to adjudicate disputed Citations. If instead of using the online adjudication processing module in the BOS, Customer desires to integrate Verra Mobility data into its adjudication system, subject to feasibility, Verra Mobility shall provide a court interface. Verra Mobility shall provide a price proposal to Customer for the development of any such court interface.
- 2.2.2 Customer is responsible for entering all final dispositions of Citations including all payments of Citations into the BOS, either directly through the online adjudication processing module or through the court interface.

**3. (if applicable ADDITIONAL SERVICES**

**3.2 (if applicable; note to drafter: Verra Mobility Live without live viewing is standard in most offerings; confirm with SLT Deal Team) ENHANCED VIDEO SERVICES**

**3.2.1** Verra Mobility shall provide video enhancements that permit Customer to perform remote video retrieval at each Approach (“Enhanced Video Services”), known as Verra Mobility Live™. Customer is responsible for and will pay for any of its data storage costs or other usage-based costs that it may incur in connection with its use of the Enhanced Video Services. Customer agrees to comply with all Laws with respect to its access to and use of the Enhanced Video Services, including without limitation any Laws relating to data privacy or photo enforcement.

**3.2.2** Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the Enhanced Video Services. Customer acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by Law for the video file. Customer agrees that since the requested video file is not required by Verra Mobility to continue to perform the services under the Agreement, the video file and any resulting public records shall be transferred to the Customer prior to the termination of the Agreement and the Customer shall serve as the records custodian for any public records created. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through the Enhanced Video Services, whether by formal public records request or otherwise. Verra Mobility shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video obtained through the Enhanced Video Services or the provision of access to the Enhanced Video Services to anyone other than Customer.

**3.2.3** Customer hereby agrees to indemnify and defend Verra Mobility Parties to the fullest extent permitted by applicable Law against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to: (a) Customer’s use of the Enhanced Video Services; (b) Customer’s misuse of or failure to maintain the security of the data access through the Enhanced Video Services; (c) Customer’s violation of any Laws; and (d) any breach of this Agreement by Customer related to Customer’s use of the Enhanced Video Services.

**3.2.4** Customer agrees the Enhanced Video Services shall be subject to the following: (i) historical video is stored at the Camera site for a time period of approximately 30 days; (ii) requested video files pursuant to the Enhanced Video Services will be available for Customer download within 1 business day of request and will be available for retrieval for approximately 30 days; (iii) video file requests from historical video are limited to 30 minutes; if additional footage is required, additional requests may be made by Customer.

**EXHIBIT C**  
**FORM OF NOTICE TO PROCEED**

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”) and \_\_\_\_\_ (“Customer”), dated as of [date] (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates this implementation of Systems at the Approaches listed below. Verra Mobility shall make its best efforts to install a System within sixty (60) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

Below is a list of Approaches provided by Customer, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a System would increase public safety.

Execution of this Notice to Proceed by Customer shall serve as authorization for the installation of Systems for all Approaches designated as follows:

Approach (Direction and Roadway)	Type of Enforcement	Camera System Solution (# of Cameras per Approach)

Customer understands that implementation and installation of any Approach is subject to Site Selection Analysis and engineering results.

Customer recognizes the substantial upfront costs Verra Mobility will incur to construct and install the Systems for the above listed Approaches. Customer agrees that the Systems authorized by this Notice to Proceed for the above-listed Approaches shall remain installed and operational for the duration of the current term of the Agreement. Verra Mobility reserves the right to bill Customer for any upfront costs associated with the Approaches listed above in the event Customer elects to cancel or suspend the installation.

IN WITNESS WHEREOF, Customer has executed this Notice to Proceed as of the date written below.

[CUSTOMER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED TO BY:**

AMERICAN TRAFFIC SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D**  
**DMV SERVICES SUBSCRIBER AUTHORIZATION**

September 12, 2022

Frank L. Minice, Executive Director/CEO  
National Law Enforcement Telecommunications System, Inc. (NLETS)  
1918 W. Whispering Wind Drive  
Phoenix, AZ 85085

Dear Mr. Minice:

Re: Authorization for ORI Code: \_\_\_\_\_

The **CUSTOMER** authorizes American Traffic Solutions, Inc. dba. Verra Mobility to use the **CUSTOMER ORI** ----- for the limited purpose of obtaining vehicle registration information through NLETS.

This letter acknowledges that a contract to perform automated enforcement between the **CUSTOMER** and American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility") is in force. As a requirement of and in performance of that contract between the **CUSTOMER** and Verra Mobility, it will be necessary for Verra Mobility to access Nlets for motor vehicle data on our agency's behalf.

This program will operate within the Aaxis environment under partner ORI AZNlets97.

Please accept this letter as authorization from the **CUSTOMER** for Verra Mobility to run motor vehicle inquires for this purpose. This authorization will automatically expire upon the termination of the contract between **CUSTOMER** and Verra Mobility; and, such authorization is limited to violations detected by the automated enforcement camera systems.

By completing the information below and signing this letter, I am stating that I am a member of and have the authority to extend this authorization on behalf of the **CUSTOMER**.

**SUBSCRIBER INFORMATION**

Subscriber Agency/Name

Nlets Agency ORI

Name/Title of Authorized Representative

Mailing Address

Telephone  Fax

Email

Signature of Authorized Representative

Date Signed

**EXHIBIT E**  
**RETENTION SCHEDULE\*\*\***

*[This schedule to be completed by Customer in conformity with their applicable state and local law prior to execution of the Agreement.]*

<b>Type of Record</b>	<b>Minimum Verra Mobility Retention Period</b>
Violation Images* (including video clips and related metadata)	__ months from payment or final adjudication
Non-Violation Images (including video clips and related metadata)**	__ days from Event capture date
Warning Notice Images (including video clips and related metadata)	__ from issuance date
Individually Identifiable Violation Records*	__ months from payment or final adjudication
Individually Identifiable Non-Violation Records**	__ days from Event capture date
Audio recording from contact center	90 days from call
Written correspondence with citizens regarding Violations	1 year from date of correspondence
Camera System Calibration/Certification Records	__ months from payment or final adjudication of an applicable Violation
Maintenance Records	__ months from payment or final adjudication of an applicable Violation
Other Program Records	__ years from termination of the Agreement

- \* Violation Image: an image of a Violation issued as a Citation.  
 Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.
- \*\* Non-Violation Image: an image of an Event not issued as a Citation.  
 Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event not issued as a Citation.
- \*\*\* Retention period is not applicable upon termination of the Agreement and the data is provided to Customer pursuant to Section 15 of the Agreement.

**This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into BOS.**

**EXHIBIT F**  
**FORM PARTICIPANT AGREEMENT AND THE SUBMERCHANT AGREEMENT**

**EXHIBIT G**  
**CONTRACTOR'S CERTIFICATION**

I, \_\_\_\_\_, hereby certify that I am the Executive Vice President of American Traffic Systems, Inc. d/b/a Verra Mobility ("Contractor"), and as such hereby represent and warrant to the Village of Willowbrook, as a condition to any Agreement with the Village of Willowbrook, that Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5111-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 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
3. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, Contractor hereby represents and warrants to the Village of Willowbrook, as a condition of any agreement with the Village of Willowbrook, that:

- I. Pursuant to 30 ILCS 58011, *et seq.* ("Drug-Free Workplace Act"), 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 within ten (10) days after receiving notice, under Subparagraph 1 (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.

II. During the performance of this Agreement, Contractor:

- A. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
- B. If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit' and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
- C. Will, in all solicitations or advertisements for employers placed by it or on its behalf, state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
- D. Will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Right's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights, and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;

- E. Will submit reports as required by the Illinois Department of Human Right'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 Illinois Human Rights Act and the Illinois Department of Human Right's Rules and Regulations;
- F. Will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Right's Rules and Regulations;
- G. Will include verbatim, or by reference provision of this clause, in every Subcontract it awards under which any portion of the Agreement, obligations binding upon such Subcontractor. In the same manner, as with other provisions of the Agreement, Contractor will be liable for compliance with applicable provision of this clause by such Subcontractor; and further it will promptly notify the Village and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Commission to be ineligible for contracts with the State or Illinois or any of its political subdivisions or municipal corporations; and
- H. 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. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a Subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that the Contractor will retain such certifications in its files.

- III. Contractor has, and will have in place, and will enforce a write sexual harassment policy in compliance with 775 ILCS 5/2-105 (A) (4).
- IV. No officer or employee of the Village 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's violation of the Code of Ordinances, Village of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act.
- V. The Contractor has not given to any officer or employee of the Village 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

- VI. engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor's violation of the Code of Ordinances of the Village of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act.
- VII. Contractor, in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), is a party to a collective bargaining agreement dealing 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.

Dated: \_\_\_\_\_, 2023.

By: \_\_\_\_\_, President

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that \_\_\_\_\_ appeared before me this day in person and, being first duly sworn on oath, \_\_\_\_\_ acknowledged that she executed the foregoing certification as her act and deed.

Dated: \_\_\_\_\_, 2023.

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Notary Public