Next Ord. No. 4390
Next Reso No. 24-004

VILLAGE OF VILLA PARK
Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Village Board of Trustees

January 22, 2024 **7:00 PM**

Public participation is invited on each agenda item prior to the Board's deliberation. **When called upon, please approach the microphone and state your name and the address where you live. Kindly limit your remarks to three (3) minutes.**

1. Call to Order - Roll Call

2. Pledge of Allegiance

3. Amendments to the Agenda

4. Public Comments on Agenda Items

5. Public Comments on Non-Agenda Items

6. Proclamations

7. Presentation

   a. FUN Commission Holiday Decoration Award presentation

8. Appointment to Commission

9. Consent Agenda

   a. Approval of the Minutes of January 8, 2024 Committee of the Whole and Village Board of Trustees Meetings.

   b. Bill Listings from the Weeks of January 8th for $17,366.84 and $326,149.61 and January 15th, 2024 for $90,136.86 and $309,731.22 for a Total Amount of $743,384.53.

   c. Acceptance of the Minutes from January 6, 2024 Coffee with the Board

10. Ordinance for First Reading

11. Ordinance for Second Reading

12. Ordinances

13. Resolutions

a. A Resolution Of The Village Of Villa Park, Dupage County, Illinois, Waiving Bid And Approving The Purchase Of A Powered Ambulance Cot And Load System In An Amount Of $61,450.11

The following resolution authorizes the Village Manager to execute a purchase order to obtain an ambulance Power-Pro 2 powered ambulance cot and load system from Stryker Medical in the amount of $61,450.11 to be installed on the rechassied medic unit that is currently in production. Staff recommends approval of the resolution.

b. A Resolution Authorizing the Expansion of the Scope of Work for the Lions Park Recreation Center Project Related to the Installation of West Storm Line Improvements and the Approval of Related Change Orders for the Construction of Said Improvements in the Total Amount of $94,514.00

Staff recommends the approval of Change Order Number 3, for work that includes replacing approximately 420' of existing 6" storm line and structures with new 12" storm lines and structures, constructing an approximately 150' retaining wall, so that the existing grading can be revised to provide positive drainage away from the adjacent properties to reduce existing flooding concerns.

c. A Resolution Confirming Approval of the Agreement with Flock Group, Inc. For the Installation and Maintenance of Additional License Plate Reader Cameras

The Resolution authorizes the Village Manager to enter into a Government Agency Agreement with Flock Group, Inc. to purchase and maintain license plate reader (LPR) cameras to assist the Villa Park Police Department in their work. The Board previously approved entering into an Agreement with Flock, but the changes required by the company were of substantial enough in nature that staff brought the agreement back for approval. Staff recommends approval of the Resolution.

14. Unfinished Business

a. Hawthorne EcoTerra Project Presentation

Village staff is seeking direction on proceeding with drafting a Restated and Amended Redevelopment Agreement and an extension of the PUD zoning designation.

15. New Business

16. Village Commission Reports

a. Acceptance of the Minutes from November 14, 2023 Parks and Recreation Advisory Commission Meeting.

b. Acceptance of the Minutes from October 24, 2023 Community F.U.N. Commission Meeting.

17. Village Clerk's Report

18. Village Trustees' Report

19. Village President's Report

20. Village Manager's Report

21. Executive Session

a. Pursuant to 5ILCS 120/2
(c) (11) regarding litigation, when action against, affecting or on behalf of the Village has been filed and is pending before a court or when the Village finds that an action is probable or imminent.

22. Adjournment

The Villa Park Village Hall is subject to the requirements of the Americans with Disabilities Act of 1990. An elevator is operational at the north side entrance to the Village Hall during normal work hours and also during evenings. Individuals with special needs are requested to contact the Village's Compliance Officer at (630) 834-8500 so that reasonable accommodations can be made for those persons.

MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: January 22, 2024

SUBJECT: FUN Commission Holiday Decoration Award presentation

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RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: January 22, 2024

SUBJECT: Approval of the Minutes of January 8, 2024 Committee of the Whole and Village Board of Trustees Meetings.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

VILLAGE OF VILLA PARK

Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Village Board of Trustees - Committee of the Whole

January 8, 2024 **6:00 PM**

Village President Nick Cuzzone
Village Clerk Hosanna Korynecky
Village Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, Kevin Patrick

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON JANUARY 8, 2024

1. Call to Order – Roll Call.
President Cuzzone called the meeting to order and Clerk Korynecky called the roll.
Trustee Kumar was absent.

2. Pledge of Allegiance.
President Cuzzone led the Pledge of Allegiance.

3. Discussion.
3.a. Sugar Creek Golf Course Status.
At this time, staff recommends that the Board not agree to a full write-off of the $584,951.84. Manager Harline said on Wednesday, Finance Director Howard, Parks and Recreation Director Gola and he met remotely with Jim Rogers, Executive Director, and Barbara Stembridge, Director of Finance, of the Elmhurst Park Board to discuss the proposal to forgive or conditionally forgive the funds owed to the Village by the Sugar Creek Golf Club.
Manager Harline provided an opening report and an overview of the meeting with the Elmhurst Park Board. Discussion ensued on the debt between the Village and the Elmhurst Park District. Director Howard responded to questions from the Board. Parks and Recreation Director Gola provided additional information about the golf course and responded to questions from the Board. Consensus of the Board was to direct staff to continue investigating options on how to proceed.

4. Public Comments.
There were no participants.

5. Adjournment.
Motion to adjourn was made by Trustee Cordova and seconded by Trustee Alfano. Voice vote passed with ayes. Motion carried. The meeting adjourned at 6:40 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Ord. No. 4390
Next Reso. No. 24-001

VILLAGE OF VILLA PARK

Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Village Board of Trustees

January 8, 2024 **7:00 PM**

MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON JANUARY 8, 2024

1. Call to Order – Roll Call.
President Cuzzone called the meeting to order and Clerk Korynecky called the roll.
Trustee Kumar was absent.

2. Pledge of Allegiance.
President Cuzzone led the Pledge of Allegiance and said the prayer.

3. Amendments to the Agenda.
Motion to move Item 8.a. before Item 4.a. was made by Trustee Kozar and seconded by Trustee Cordova. There were no questions, comments or discussion. Voice vote passed with all ayes. Motion carried.

4. Public Hearing.
4.a. Public Hearing regarding proposed St. Charles Road Commercial Corridor TIF District.
President Cuzzone convened the meeting at 7:27 p.m. to consider the approval of a Redevelopment Plan and Project known as the "St. Charles Road Commercial Corridor Redevelopment Project Area" and the confirmation of the boundaries and tax increment allocation financing for the St. Charles Road Commercial Corridor TIF District.
Clerk Korynecky called the roll. Trustee Kumar was absent.
Presentation
Pete Iosue with Teska Associates gave a PowerPoint presentation concerning the statutory notices and conformance with the TIF Act, the Joint Review Board recommendation and an overview of the proposed TIF district.
President Cuzzone asked the Village Clerk if she had received any written comments regarding the proposed TIF district. Clerk Korynecky said she had not.
Trustee Comments
Discussion ensued on managing the new TIF district and the effects of a TIF district on private industry.
Pete Iosue and Community and Economic Development Director McLaughlin provided additional information on the funding mechanism of a TIF district and responded to questions from the Board.
Staff Comments
Manager Harline provided examples of successful TIF districts and how they work.
Public Comments
Business owner Ruford Reid asked about tax increases on properties in the TIF district.
Business owner Kathy Lietz asked about additional taxes for those in the TIF district.
Business owner Jeff Adams asked about TIF districts in the Village not performing well.
Business owner Suzanne Reed asked about how TIF money is spent.
Resident Jennifer Perkins asked if private homes will benefit from being in the TIF district.
Business owner Alexander Trifonov asked about new developments creating a hardship for his property.

Pete Iosue and Director McLaughlin responded to the questions from the public.
Motion to adjourn was made by Trustee Kozar and seconded by Trustee Alfano. Roll call vote tallied six (6) ayes made by Trustees Patrick, Corkery, Cordova, Alfano, Kozar and President Cuzzone. Motion carried. Meeting adjourned at 9:13 p.m.

5. Public Comments on Agenda Items.
There were no participants.

6. Public Comments on Non-Agenda Items
There were no participants.

7. Proclamations.

8. Presentations.
8.a. Promotion of Officer Bryan Hruby to Sergeant; Swearing in of Officer Elsa Franco as a Full-Time Officer and Swearing in of Officer Michael Raymond as a Part-Time Officer.
Police Chief Rivas provided information on the background and experience of each officer.
Clerk Korynecky administered the oath of office to each Officer.

9. Appointment to Commission.

10. Consent Agenda.
10.a. Approval of the Minutes from December 18, 2023 Village Board of Trustees Meeting.
10.b. Bill Listing from the Weeks of December 18, 2023, December 26, 2023 and January 2, 2024 for a Total Amount of $2,867,036.52.
Motion to approve Consent Agenda was made by Trustee Cordova and seconded by Trustee Corkery. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Kozar, Cordova, Corkery, Alfano, Patrick and President Cuzzone. There were no nays. Motion carried.

11. Ordinance for First Reading.

12. Ordinance for Second Reading.
12.a. An Ordinance or the Village of Villa Park, DuPage County, Illinois, Amending Section 3-313(a) of the Municipal Code of the Village of Villa Park to Increase the Maximum Number of Licenses Permitted Under the Class AA Liquor License.
Motion to approve the ordinance was made by Trustee Corkery and seconded by Trustee Cordova. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Alfano, Patrick, Corkery, Cordova and President Cuzzone. Trustee Kozar recused himself. Motion carried.

13. Ordinances.

14. Resolutions.
14.a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with EarthWerks Land Improvement and Development Corporation of Lisle, Illinois, for Construction of the Jackson Pond Expansion Project for a Net Deduction in the Amount of $96,102.32.
The Village entered into a contract with EarthWerks Land Improvement and Development Corporation of Lisle, Illinois, in the amount of $3,908,192.00 for the construction of the Jackson Pond Expansion Project. Proposed final Change Order Number 1 consists of the final balancing of contract quantities as measured in the field. The net amount of proposed final Change Order Number 1 is a deduction in the amount of $96,102.32, for an adjusted final contract amount of $3,812,089.68. Staff recommends approval of the resolution.
Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Cordova, Corkery, Kozar, Alfano, Patrick and President Cuzzone. There were no nays. Motion carried.

14.b. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Updated Home Flood Prevention Reimbursement Program and Adopting Guidelines Therefore.
This resolution will update the Sewer Reimbursement Program by establishing higher maximum reimbursement amounts and updates the approval process and necessary forms concomitantly. Staff recommends approval of the resolution.
Motion to approve the resolution was made by Trustee Cordova and seconded by Trustee Alfano. Attorney Wolf said the program is retroactive to June. Roll call vote tallied six (6) ayes made by Trustees Corkery, Patrick, Cordova, Alfano, Kozar and President Cuzzone. There were no nays. Motion carried.

14.c. A Resolution of the Village of Villa Park, DuPage County, Illinois, for the Use of Motor Fuel Tax for Section 24-00000-00-GM.
The Village utilizes Motor Fuel Tax (MFT) funds to help fund the general maintenance activities on the Village roadways for the cost of personnel and materials. This includes the purchase of salt, gravel, asphalt materials, sign materials and roadway paint for crosswalks, along with the cost of personnel and equipment to perform MFT qualified work. The approved FY24 budget has planned MFT expenditures of $877,056 for general maintenance and this resolution is required for the use of those funds. Staff recommends approval of this resolution.
This item satisfies the strategic long-term goal "Continue to use a disciplined maintenance plan and schedule for Village infrastructure".
Motion to approve the resolution was made by Trustee Cordova and seconded by Trustee Kozar. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Alfano, Corkery, Patrick, Kozar, Cordova and President Cuzzone. There were no nays. Motion carried.

15. Unfinished Business.

16. New Business.

17. Village Commission Reports.

18. Village Clerk's Report.
Clerk Korynecky had no report or recommendations.

19. Village Trustees' Report.
Trustee Patrick provided an update on the 8th grade Villa Park Junior Warriors basketball team. He thanked Director Gola for opening the Iowa Community Center gym for their basketball practice. He reminded residents to clear snow away from fire hydrants. He also said members of the Willowbrook football team are accepting requests from residents who need help with snow removal. Contact Coach Hildreth at nhildreth@dupage.net to get on the list.
Trustee Cordova congratulated the Police Officers who were sworn in tonight.
Trustee Kozar congratulated Sergeant Hruby on his promotion. He commented on the sewer reimbursement program. He said there was a good turn out for the public hearing and reminded residents about Coffee with the Board on the first Saturday of the month.
Trustee Alfano was glad to see the Police promotion. She spoke about the importance of 211dupage.gov for health and social service resources. Also, with the snow forecast, she asked residents to check on their neighbors.
Trustee Corkery had no report or recommendations.

20. Village President's Report.
President Cuzzone wished everyone a happy new year. He congratulated Sergeant Hruby and the other new Police Officers. He thanked everyone who came out for the TIF discussion. He said electronic recycling is on Saturday, January 20 from 9 a.m. to 12 p.m. on Home Avenue. He asked Public Works Director Guerra to give an update on snow procedures. Director Guerra explained the Public Works snow procedures and snow routes. President Cuzzone gave an update on the buses of migrants entering Villa Park to board Metra trains.

21. Village Manager's Report.
Manager Harline referred to the Strategic Planning Survey and plans to create six (6) focus groups. He said Police Officer Franco is the 39th officer to be sworn in. He also commented on the employee satisfaction survey.

22. Executive Session.

23. Adjournment.
Motion to adjourn was made by Trustee Kozar and seconded by Trustee Alfano. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 9:34 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting Scheduled on January 22, 2024.

MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: January 22, 2024

SUBJECT: Bill Listings from the Weeks of January 8th for $17,366.84 and $326,149.61 and January 15th, 2024 for $90,136.86 and $309,731.22 for a Total Amount of $743,384.53.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees

at its Meeting on January 22, 2024

Covering weekly check runs dated for:

January 8, 2024/CY24...............$17,366.84

1 of 2

Report Criteria:
- Invoices with totals above $0 included.
- Paid and unpaid invoices included.
- Invoice.Batch = "WF0108 CY2024"
- Invoice Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.01.299	**OTHER CONTRACTUAL SERVICES**						
6849	CURRENT TECHNOLOGIES CORP	14208	0	BARRACUDA EMAIL ARCHIVE RENEWAL	5,324.40	.00	
6849	CURRENT TECHNOLOGIES CORP	14209	0	BARRACUDA RENEWAL	11,088.00	.00	
6849	CURRENT TECHNOLOGIES CORP	14310	0	WARRANTY EXTENSIONS FOR SERVERS	922.77	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					17,335.17	.00	
Total MANAGER:					17,335.17	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.317 OFFICE SUPPLIES							
7523	RUNCO OFFICE SUPPLY	927026-0	0	TAPE/BATTERIES	31.67	.00	
Total 10.515.00.317 OFFICE SUPPLIES:					31.67	.00	
Total CENTRAL SERVICES:					31.67	.00	
Total CORPORATE FUND:					17,366.84	.00	
Grand Totals:					17,366.84	.00	

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	17,366.84
Grand Totals:	17,366.84

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE 1/3/2024 APPROVED BY

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on January 22, 2024

Covering weekly check runs dated for:

January 8, 2024/CY23.............. $326,149.61

2 of 2

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0108 CY2023","0103 INT CY2023"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.210508 ESCROW: P. W. PROJECTS							
13902	VESSINI, MARK	217 W SCHOOL - B	0	217 W SCHOOL VILLA PARK - BOND RELEASE	540.00	.00	
Total 10.210508 ESCROW: P. W. PROJECTS:					540.00	.00	
10.40002 PERS PROP REPLACEMENT TAXES							
10834	VILLA PARK PUBLIC LIBRARY	DEC 2023 PPRT	0	TO REIMBURSE PPRT - DECEMBER 2023	9,701.67	.00	
Total 10.40002 PERS PROP REPLACEMENT TAXES:					9,701.67	.00	
Total :					10,241.67	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.212 LEGAL SERVICES-POLICE							
13618	DOERING REPORTING INC	2569	0	HEARING COURT NOVEMBER 2023	700.00	.00	
13618	DOERING REPORTING INC	2570	0	HEARING COURT DECEMBER 2023	700.00	.00	
13073	OTTOSEN DINOLFO	2850	0	HEARING COURT NOVEMBER 2023	1,175.00	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					2,575.00	.00	
10.511.00.656 FIRE & POLICE COMMISSION							
11590	C.O.P.S AND F.I.R.E PERSONNEL	108684	0	DALY, ELSE- POLYGRAPH	350.00	.00	
Total 10.511.00.656 FIRE & POLICE COMMISSION:					350.00	.00	
Total PUBLIC AFFAIRS:					2,925.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.01.210 TELEPHONE							
12005	SAWYER, BRIAN	dec23	0	USAGE REIMB	24.99	.00	
12005	SAWYER, BRIAN	dec23	0	PERS DEVICE PHONE REIMB	24.99	.00	
Total 10.512.01.210 TELEPHONE:					49.98	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
13759	HEARTLAND BUSINESS SYSTEMS LLC	660953-H	0	MITEL PHONE SUPPORT	555.00	.00	
12005	SAWYER, BRIAN	dec23	0	MILEAGE REIMB; DEC 2023	34.45	.00	
13857	SRSD CONSULTING LLC	459a0351-0003	0	CONSULTING - LEADERSHIP COACHING X2	500.00	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					1,089.45	.00	
Total MANAGER:					1,139.43	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.210 TELEPHONE							
11407	BAIG, RANA	NOV/DEC 2023	0	PERS DEVICE PHONE REIM; NOVEMBER 2023	24.99	.00	
11407	BAIG, RANA	NOV/DEC 2023	0	PERS DEVICE PHONE REIM; DECEMBER 2023	24.99	.00	
11407	BAIG, RANA	NOV/DEC 2023	0	PERS USAGE PHONE REIM; NOVEMBER 2023	24.99	.00	
11407	BAIG, RANA	NOV/DEC 2023	0	PERS USAGE PHONE REIM; DECEMBER 2023	24.99	.00	
Total 10.513.00.210 TELEPHONE:					99.96	.00	
Total FINANCE:					99.96	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.270 MAINT OF OFFICE EQUIPMENT							
6269	KONICA MINOLTA BUSINESS	9009704337	0	COPY CHARGES DEC 2023	26.89	.00	
11015	KONICA MINOLTA PREMIER FINANCE	518610712	0	DECEMBER LEASE	80.00	.00	
Total 10.514.00.270 MAINT OF OFFICE EQUIPMENT:					106.89	.00	
10.514.00.289 INSPECTORS FEES							
6676	B & F CONSTRUCTION CODE SERVICES	18646	0	INSPECTION 320 WILDWOOD	40.00	.00	
13523	CHADA, MICHAEL	NOVEMBER 2023	0	PLUMBING INSPECTIONS NOVEMBER 2023	420.00	.00	
Total 10.514.00.289 INSPECTORS FEES:					460.00	.00	
10.514.00.299 OTHER CONTRACTUAL SERVICES							
13618	DOERING REPORTING INC	2571	0	TRANSCRIPT A ST LOUIS	937.00	.00	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					937.00	.00	
Total COMMUNITY DEVELOPMENT:					1,503.89	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.250	**EMPLOYEE BENEFITS**						
13340	WEX HEALTH INC.	0001836033-IN	0	FSA - MONTHLY DEC	112.67	112.67	01/03/2024
Total 10.515.00.250 EMPLOYEE BENEFITS:					112.67	112.67	
Total CENTRAL SERVICES:					112.67	112.67	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0030170051 11/202	0	21 W PLYMOUTH; 11/2-12/5/23	270.35	.00	
237	COMMONWEALTH EDISON CO	1043074121 11/202	0	JACKSON POND; 11/15-12/18/23	23.59	.00	
237	COMMONWEALTH EDISON CO	9006703009 11/202	0	SIREN; 11/1-12/4/23	32.79	.00	
237	COMMONWEALTH EDISON CO	9006734022 11/202	0	106 S VILLA; 11/1-12/4/23	421.49	.00	
Total 10.516.00.219 UTILITY - ELECTRIC:					748.22	.00	
Total BUILDINGS & GROUNDS:					748.22	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	8000258004 11/202	0	METRA STN PARK LOT; 11/2-12/5/23	83.26	.00	
Total 10.517.00.219 UTILITY - ELECTRIC:					83.26	.00	
Total COMMUTER PARKING LOT:					83.26	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.309 GAS & DIESEL FUEL							
6834	AL WARREN OIL COMPANY INC	W1618064	0	GASOHOL 10% REG UNLEADED 5529 GAL	13,280.11	.00	
6834	AL WARREN OIL COMPANY INC	W1618065	0	MOBIL EFFICIENT ULSD UNDYED B2 WINTER BL	4,236.85	.00	
Total 10.518.00.309 GAS & DIESEL FUEL:					17,516.96	.00	
Total GARAGE:					17,516.96	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.210 TELEPHONE							
5665	STAPLETON, STEVEN	NOV23	0	PERS DEVICE USAGE REIMB	24.99	.00	
5665	STAPLETON, STEVEN	NOV23	0	PERS DEVICE PHONE REIMB	24.99	.00	
5665	STAPLETON, STEVEN	OCT23	0	PERS DEVICE USAGE REIMB	24.99	.00	
5665	STAPLETON, STEVEN	OCT23	0	PERS DEVICE PHONE REIMB	24.99	.00	
Total 10.521.01.210 TELEPHONE:					99.96	.00	
10.521.01.314 JANITORIAL SUPPLIES							
6334	STATE INDUSTRIAL PRODUCTS	903177014	0	DRAIN MAINT. PROG.	159.62	.00	
Total 10.521.01.314 JANITORIAL SUPPLIES:					159.62	.00	
10.521.22.299 OTHER CONTRACTUAL SERVICES							
30	AIR ONE EQUIPMENT INC	201547P	0	MAINT.REPAIR MAKO VALVES, FILTER	2,366.09	.00	
30	AIR ONE EQUIPMENT INC	201562	0	FACEPIECE FIT TESTING (20)	945.00	.00	
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:					3,311.09	.00	
10.521.22.301 UNIFORMS							
30	AIR ONE EQUIPMENT INC	201545	0	CAIRNS BLACK HELMETS (3)	1,102.00	.00	
30	AIR ONE EQUIPMENT INC	201546P	0	BUNKER GEAR REPLACEMENT (10)	41,558.00	.00	
30	AIR ONE EQUIPMENT INC	201548P	0	BUNKER GEAR BOOTS (3)	1,660.00	.00	
Total 10.521.22.301 UNIFORMS:					44,320.00	.00	
Total FIRE:					47,890.67	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.25.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3017246055 11/202	0	1 S CENTRAL LITE RT/25; 11/3-12/6/23	730.93	.00	
13411	AEP ENERGY	3017246077 11/202	0	118 S VILLA AVE; 11/3-12/6/23	84.63	.00	
237	COMMONWEALTH EDISON CO	0179073093 11/202	0	889 W NO STREETLGHTS; 11/2-12/5/23	81.13	.00	
237	COMMONWEALTH EDISON CO	0969040060 11/202	0	TRAFFIC SIGNALS; 11/3-12/6/23	615.06	.00	
237	COMMONWEALTH EDISON CO	3779053023 11/202	0	STREETLIGHTS 2; 11/1-12/4/23	56.06	.00	
237	COMMONWEALTH EDISON CO	5763147089 11/202	0	STREETLIGHTS 1; 10/27-11/29/23	158.69	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:					1,726.50	.00	
10.525.27.342 ASPHALT MIX							
326	DUPAGE MATERIALS COMPANY LLC.	24748	0	HIGH PERFORMANCE COLD	320.00	.00	
Total 10.525.27.342 ASPHALT MIX:					320.00	.00	
10.525.27.399 OTHER SUPPLIES							
847	PRO SAFETY INC	900110	0	PW SAFETY GEAR, 4 HARNESSES, 3 SHOCK LAN	292.00	.00	
Total 10.525.27.399 OTHER SUPPLIES:					292.00	.00	
Total STREET:					2,338.50	.00	
Total CORPORATE FUND:					84,600.23	112.67	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.317 OFFICE SUPPLIES							
1818	GARVEY'S OFFICE PRODUCTS	PINV2511457	0	OFFICE SUPPLIES	101.55	.00	
944	SIR SPEEDY PRINT SIGNS MARKETING	87470	0	OFFICE SUPPLIES	179.39	.00	
Total 35.502.01.317 OFFICE SUPPLIES:					280.94	.00	
35.502.16.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	8668740009 11/202	0	TENNIS CRTS; 10/31-12/1/23	31.19	.00	
Total 35.502.16.219 UTILITY - ELECTRIC:					31.19	.00	
35.502.36.299 OTHER CONTRACTUAL SERVICES							
6760	ALL STAR SPORTS INSTRUCTION INC	237026	0	CY23 YOUTH SPORTS PROGRAMMING	1,357.00	.00	
13168	COACHFINDER.SOCCER LLC	121323	0	CY23 CONTRACTUAL SOCCER PROGRAMMING	560.00	.00	
12274	DESIGNSPRING GROUP INC.	3025	0	DESIGN & LAYOUT OF WINTER/SPRING BROCHU	2,660.00	.00	
6877	KANTOR, GARY	121823	0	CY23 YOUTH CONTRACTUAL PROGRAM PAYMEN	48.30	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					4,625.30	.00	
Total GENERAL:					4,937.43	.00	
Total RECREATION FUND:					4,937.43	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0603100125 11/202	0	TWIN LAKES; 11/21-12/22/23	105.00	.00	
237	COMMONWEALTH EDISON CO	9006795007 11/202	0	ROTARY PARK; 11/1-12/4/23	38.33	.00	
Total 36.502.01.219 UTILITY - ELECTRIC:					143.33	.00	
Total GENERAL:					143.33	.00	
Total PARKS FUND:					143.33	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	7748424005 11/202	0	JEFF POOL; 11/2-12/5/23	349.41	.00	
Total 41.502.01.219 UTILITY - ELECTRIC:					349.41	.00	
Total GENERAL:					349.41	.00	
Total SWIMMING POOL FUND:					349.41	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
50.502.02.299 OTHER CONTRACTUAL SERVICES							
1319	SPEER FINANCIAL INC	D7/22-35	0	CONTINUING DISCLOSURE FILING-2022	1,000.00	.00	
Total 50.502.02.299 OTHER CONTRACTUAL SERVICES:					1,000.00	.00	
Total GENERAL:					1,000.00	.00	
Total DEBT SERVICE FUND:					1,000.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.210 TELEPHONE							
6990	MANTELS, KEVIN	PHONEKM2023091	0	REIMBURSEMENT FOR PERSONAL PHONE; 2023-	24.99	.00	
6990	MANTELS, KEVIN	PHONEKM2023091	0	REIMBURSEMENT FOR PERSONAL PHONE; 2023-	24.99	.00	
6990	MANTELS, KEVIN	PHONEKM2023091	0	REIMBURSEMENT FOR PHONE USAGE; 2023-09	24.99	.00	
6990	MANTELS, KEVIN	PHONEKM2023091	0	REIMBURSEMENT FOR PHONE USAGE; 2023-10	24.99	.00	
Total 60.502.02.210 TELEPHONE:					99.96	.00	
Total GENERAL:					99.96	.00	
Total STREET IMPROVEMENT FUND:					99.96	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.402 NON-CAPITAL OUTLAY							
13833	ALLIANCE DISTRIBUTION HOLDINGS IN	6001813002	0	40LB CABINET HARDMOUNT WASHER EXTRACT	9,495.00	.00	
13833	ALLIANCE DISTRIBUTION HOLDINGS IN	6001813002	0	BASE 40LB 8' SINGLE HARDMOUNT	695.00	.00	
13833	ALLIANCE DISTRIBUTION HOLDINGS IN	6001813002	0	PPE DRYING CABINET 208V/50	7,495.00	.00	
13833	ALLIANCE DISTRIBUTION HOLDINGS IN	6001813002	0	FACTORY FREIGHT-FOB ORIGIN	539.00	.00	
13833	ALLIANCE DISTRIBUTION HOLDINGS IN	6001813002	0	INSTALLATION AND DELIVERY	1,645.00	.00	
Total 65.502.02.402 NON-CAPITAL OUTLAY:					19,869.00	.00	
Total GENERAL:					19,869.00	.00	
Total EQUIPMENT REPLACEMENT FUND:					19,869.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
13892	INNOVATION LANDSCAPE INC	2-12.23.23	36000	LUFKIN PARK RENOVATION EARTHWORK, PLAYG	166,891.45	.00	
12558	WILLIAMS ARCHITECTS	22187	35011	LIONS REC NOV'23 BIDDING/NEGOTIATIONS, INT	32,966.57	.00	
Total 67.502.02.401 CAPITAL OUTLAY:					199,858.02	.00	
Total GENERAL:					199,858.02	.00	
Total BUILDING IMPROVEMENTS FUND:					199,858.02	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.02.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3014421013 11/202	0	CORNELL PUMP STN; 11/3-12/6/23	2,106.27	.00	
237	COMMONWEALTH EDISON CO	0005158074 11/202	0	520 N PRINCETON; 11/3-12/6/23	204.67	.00	
237	COMMONWEALTH EDISON CO	0233060038 11/202	0	CENTRAL PUMPING STN; 11/3-12/6/23	468.14	.00	
237	COMMONWEALTH EDISON CO	6152211004 11/202	0	WTR/SWR; 11/1-12/4/23	171.09	.00	
237	COMMONWEALTH EDISON CO	6667072019 11/202	0	WELL #2; 11/1-12/4/23	.44	.00	
Total 82.502.02.219 UTILITY - ELECTRIC:					2,950.61	.00	
Total GENERAL:					2,950.61	.00	
Total WATER SUPPLY FUND:					2,950.61	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.02.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3014421024 11/202	0	WWFTF ; 11/3-12/6/23	782.13	.00	
237	COMMONWEALTH EDISON CO	0007134036 11/202	0	WESTLANDS LIFT STN; 11/3-12/6/23	40.11	.00	
237	COMMONWEALTH EDISON CO	0045126092 11/202	0	NORTH & YALE; 11/21-12/22/23	385.05	.00	
237	COMMONWEALTH EDISON CO	0051086116 11/202	0	900 N VILLA; 11/21-12/22/23	294.53	.00	
237	COMMONWEALTH EDISON CO	0063015145 11/202	0	S VILLA LIFT STN; 11/3-12/6/23	693.39	.00	
237	COMMONWEALTH EDISON CO	0375103058 11/202	0	RT 83 LIFT STN; 11/3-12/6/23	47.66	.00	
237	COMMONWEALTH EDISON CO	0474090018 11/202	0	YALE/RIDGE LIFT STN; 11/3-12/6/23	95.02	.00	
Total 83.502.02.219 UTILITY - ELECTRIC:					2,337.89	.00	
83.502.02.401 CAPITAL OUTLAY							
12994	CONCENTRIC INTEGRATION LLC	0253933	0	WWFTF LOGIC CONTROLLER UPGRADE	7,544.98	.00	
12994	CONCENTRIC INTEGRATION LLC	0253934	0	AVEVA SCADA SOFTWARE UPGRADE	2,458.75	.00	
Total 83.502.02.401 CAPITAL OUTLAY:					10,003.73	.00	
Total GENERAL:					12,341.62	.00	
Total WASTEWATER FUND:					12,341.62	.00	
Grand Totals:					326,149.61	112.67	

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	84,600.23
RECREATION FUND	
Total RECREATION FUND:	4,937.43
PARKS FUND	
Total PARKS FUND:	143.33
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	349.41
DEBT SERVICE FUND	
Total DEBT SERVICE FUND:	1,000.00
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	99.96
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	19,869.00
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	199,858.02
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	2,950.61
WASTEWATER FUND	
Total WASTEWATER FUND:	12,341.62
Grand Totals:	326,149.61

Amount Paid

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE 1/3/24 APPROVED BY Charles Howard

M Hauke

Report Criteria:

Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0108 CY2023","0103 INT CY2023"

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees

at its Meeting on January 22, 2024

Covering weekly check runs dated for:

January 15, 2024/CY24 ....$90,136.86

1 of 2

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0115 CY2024"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.299	**OTHER CONTRACTUAL SERVICES**						
10435	CIVICPLUS LLC	281134	0	MUNICODE ARCHIVAL ORDBANK RENEWAL 1/1-1	351.75	.00	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					351.75	.00	
Total PUBLIC AFFAIRS:					351.75	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.299 OTHER CONTRACTUAL SERVICES							
8501	JOHNSON CONTROLS SECURITY SOLU	39622238	0	FD82- FIRE ALARM WIRELESS MONITOR	108.00	.00	
8501	JOHNSON CONTROLS SECURITY SOLU	39622274	0	FD81- FIRE ALARM WIRELESS MONITOR	173.35	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					281.35	.00	
10.516.00.314 JANITORIAL SUPPLIES							
1197	LOMBARD ACE HARDWARE (GENERAL)	255553	0	CLEANING SUPPLIES	148.00	.00	
Total 10.516.00.314 JANITORIAL SUPPLIES:					148.00	.00	
Total BUILDINGS & GROUNDS:					429.35	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.299 OTHER CONTRACTUAL SERVICES							
13047	SCIENTIFIC WILDLIFE MANAGEMENT	7419	0	WEBSITE MEMBERSHIP 2024 FOR 1 YEAR	600.00	.00	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					600.00	.00	
Total POLICE:					600.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.210 TELEPHONE							
6498	SALERNO, RICHARD	January 2024	0	PERS DEVICE PHONE REIMB; JANUARY 2024	24.99	.00	
6498	SALERNO, RICHARD	January 2024	0	PHONE USAGE REIMBURSEMENT; JANUARY 202	24.99	.00	
Total 10.525.01.210 TELEPHONE:					49.98	.00	
Total STREET:					49.98	.00	
Total CORPORATE FUND:					1,431.08	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.02.399 OTHER SUPPLIES							
1197	LOMBARD ACE HARDWARE (GENERAL)	255542	0	KEYS	7.47	.00	
Total 36.502.02.399 OTHER SUPPLIES:					7.47	.00	
Total GENERAL:					7.47	.00	
Total PARKS FUND:					7.47	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.04.694 IEPA LOAN REPAYMENTS							
4003	ILLINOIS ENVIRONMENTAL	L17-5665 #1	0	L17-5665 1ST INSTALLMENT - MONTERERY IMPR	88,698.31	.00	
Total 83.502.04.694 IEPA LOAN REPAYMENTS:					88,698.31	.00	
Total GENERAL:					88,698.31	.00	
Total WASTEWATER FUND:					88,698.31	.00	
Grand Totals:					90,136.86	.00	

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	1,431.08
PARKS FUND	
Total PARKS FUND:	7.47
WASTEWATER FUND	
Total WASTEWATER FUND:	88,698.31
Grand Totals:	90,136.86

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE 1/10/24 APPROVED BY

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees

at its Meeting on January 22, 2024

Covering weekly check runs dated for:

January 15, 2024/CY23........... $309,731.22

2 of 2

Report Criteria:

Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0115 CY2023","0105 INT CY2023","0110 INT CY2023"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.210508 ESCROW: P. W. PROJECTS							
13905	GRUBER, CARL	537 W ELM - BOND	0	537 W ELM - BOND RELEASE FY 23'	1,260.00	.00	
11281	MANCO HOMES	719 S OAKLAND	0	719 S OAKLAND AVE - BOND RELEASE FY23	2,400.00	.00	
Total 10.210508 ESCROW: P. W. PROJECTS:					3,660.00	.00	
10.43100 BUILDING PERMITS							
13904	JALOSZYNSKI, TRACEY & MARK	PRRF202302081	0	DUPLICATE PERMIT	110.00	.00	
Total 10.43100 BUILDING PERMITS:					110.00	.00	
Total :					3,770.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	87.76	.00	
Total 10.511.00.210 TELEPHONE:					87.76	.00	
10.511.00.211 LEGAL SERVICES							
7835	STORINO RAMELLO & DURKIN	90155	0	LEGAL SERVICE - GENERAL MATTERS - NOV 202	10,449.86	.00	
Total 10.511.00.211 LEGAL SERVICES:					10,449.86	.00	
10.511.00.299 OTHER CONTRACTUAL SERVICES							
11109	BONE ROOFING SUPPLY CO.	APR-JUNE 2023	0	APRIL-JUNE TAX REBATE 2023	14,305.11	14,305.11	01/10/2024
11109	BONE ROOFING SUPPLY CO.	Jan-March 2023	0	JAN-MARCH 2023 TAX REBATE	27,603.75	27,603.75	01/10/2024
11109	BONE ROOFING SUPPLY CO.	JULY-SEPT 2023	0	JULY-SEPT 2023 TAX REBATE	25,276.27	25,276.27	01/10/2024
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					67,185.13	67,185.13	
10.511.00.658 ECONOMIC DEVELOPMENT COMM							
10550	OLIVE STREET DESIGN	17060	0	EDC WEBSITE HOSTING DUES	240.00	.00	
Total 10.511.00.658 ECONOMIC DEVELOPMENT COMM:					240.00	.00	
Total PUBLIC AFFAIRS:					77,962.75	67,185.13	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.210	**TELEPHONE**						
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	43.88	.00	
Total 10.512.00.210 TELEPHONE:					43.88	.00	
10.512.01.299	**OTHER CONTRACTUAL SERVICES**						
12755	KNO2 LLC	INV21572	0	MONTHLY LINE AND DOMESTIC PAGES	3.80	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					3.80	.00	
Total MANAGER:					47.68	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.202	**TRAINING & CONFERENCES**						
10598	VPCD/ED	PETTY CASH 2023	0	ICC & SBOC SEMINAR	115.00	.00	
Total 10.514.00.202	TRAINING & CONFERENCES:				115.00	.00	
10.514.00.210	**TELEPHONE**						
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	263.28	.00	
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	76.02	.00	
Total 10.514.00.210	TELEPHONE:				339.30	.00	
10.514.00.292	**ENGINEERING SERVICES**						
13816	HOUSEAL LAVIGNE ASSOCIATES	6807	0	COMP PLAN CONSULTING SERVICES	7,414.38	.00	
Total 10.514.00.292	ENGINEERING SERVICES:				7,414.38	.00	
10.514.00.317	**OFFICE SUPPLIES**						
1075	VILLA PARK OFFICE EQUIPMENT	117157	0	OFFICE FURNITURE	2,477.00	.00	
10598	VPCD/ED	PETTY CASH 2023	0	ACE HARDWARE	1.80	.00	
Total 10.514.00.317	OFFICE SUPPLIES:				2,478.80	.00	
Total COMMUNITY DEVELOPMENT:					10,347.48	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.223 WATER & SEWER SERVICE							
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	WWFTF UTL BL 8/31/23-12/31/23	876.64	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	HISTORICAL MUSEUM UTL BL 8/31/23-12/31/23	92.69	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	FIRE STATION 3 UTL BL 8/31/23-12/31/23	393.00	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	FIRE STATION #2 UTL BL 8/31/23-12/31/23	238.94	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	STREET DEPT UTL BL 8/31/23-12/31/23	68.02	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	VILLAGE HALL UTL BL 8/31/23-12/31/23	165.96	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	PARKS GARAGE N(28) UTL BL 8/31/23-12/31/23	147.41	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	PW GARAGE (42) UTL BL 8/31/23-12/31/23	37.97	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	VEHICLE MAINT UTL BL 8/31/23-12/31/23	110.93	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	VEHICLE MAINT UTL BL 8/31/23-12/31/23	88.56	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	CENTRAL PUMP STN UTL BL 8/31/23-12/31/23	91.28	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	PUBLIC WORKS UTL BL 8/31/23-12/31/23	234.47	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	POLICE DEPT UTL BL 8/31/23-12/31/23	378.72	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	CORNELL PUMP STATION UTL BL 8/31/23-12/31/23	67.64	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	106 S VILLA UTL BL 8/31/23-12/31/23	62.33	.00	
Total 10.516.00.223 WATER & SEWER SERVICE:					3,054.56	.00	
10.516.00.299 OTHER CONTRACTUAL SERVICES							
1544	ACITELLI HEATING & PIPING	37643	0	PD WATER HEATER REPAIRS	287.00	.00	
1544	ACITELLI HEATING & PIPING	37648	0	PD WATER HEATER REPAIRS	316.00	.00	
6259	MIDLAND PLUMBING & SEWER	9619	0	VH MAIN SEWER LINE 12/12/23	1,200.00	.00	
4932	SMG SECURITY SYSTEMS INC	169939	0	QTR CORP FIRE N BURGLAR ALARMS	2,236.08	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					4,039.08	.00	
10.516.00.315 BUILDING MAINT SUPPLIES							
6767	FERGUSON ENTERPRISES INC	7533727	0	PD WATER HEATER PARTS	76.60	.00	
6767	FERGUSON ENTERPRISES INC	7533740	0	PD WATER HEATER PARTS	45.17	.00	
6767	FERGUSON ENTERPRISES INC	7537307	0	PD WATER HEATER PARTS	673.65	.00	
6767	FERGUSON ENTERPRISES INC	7538908	0	PD WATER HEATER PARTS	378.13	.00	
Total 10.516.00.315 BUILDING MAINT SUPPLIES:					1,173.55	.00	
10.516.00.399 OTHER SUPPLIES							
1197	LOMBARD ACE HARDWARE (GENERAL)	255478	0	KEYS	9.96	.00	
Total 10.516.00.399 OTHER SUPPLIES:					9.96	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total BUILDINGS & GROUNDS:					8,277.15	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.223	**WATER & SEWER SERVICE**						
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	UPRR UTL BL 8/31/23-12/31/23	168.12	.00	
Total 10.517.00.223 WATER & SEWER SERVICE:					168.12	.00	
Total COMMUTER PARKING LOT:					168.12	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	43.88	.00	
Total 10.518.00.210 TELEPHONE:					43.88	.00	
10.518.00.215 SHOP SERVICES							
6430	CINTAS CORPORATION #344	4177842976	0	MATS, UNIFORMS, TOWELS	84.37	.00	
6430	CINTAS CORPORATION #344	4178660002	0	FLT UNIFORMS, TOWELS	54.07	.00	
Total 10.518.00.215 SHOP SERVICES:					138.44	.00	
10.518.00.308 ENGINE OIL							
6834	AL WARREN OIL COMPANY INC	W1620601	0	DIESEL ENGINE OIL AND CAR OIL	1,984.31	.00	
6834	AL WARREN OIL COMPANY INC	W1620602	0	ENGINE OIL AND GEAR LUBE	1,069.86	.00	
Total 10.518.00.308 ENGINE OIL:					3,054.17	.00	
Total GARAGE:					3,236.49	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.210	**TELEPHONE**						
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	131.64	.00	
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	24.83	.00	
Total 10.521.01.210	TELEPHONE:				156.47	.00	
10.521.01.301	**UNIFORMS**						
11328	BROWN, JEFF	JB232108	0	REIMBURSEMENT FOR TSHIRT PYMNT	63.00	.00	
Total 10.521.01.301	UNIFORMS:				63.00	.00	
10.521.01.303	**DUES & PUBLICATIONS**						
5756	ILLINOIS FIREFIGHTERS ASSN	4228	0	ANNUAL MEMBERSHIP DUES	125.00	.00	
Total 10.521.01.303	DUES & PUBLICATIONS:				125.00	.00	
10.521.22.202	**TRAINING & CONFERENCES**						
49	ROMEOVILLE FIRE ACADEMY, VILLAGE	2023-477	0	ROPE OPERATIONS-PIETA	775.00	.00	
Total 10.521.22.202	TRAINING & CONFERENCES:				775.00	.00	
10.521.22.299	**OTHER CONTRACTUAL SERVICES**						
30	AIR ONE EQUIPMENT INC	201712	0	FACEPIECE FIT TESTING	45.00	.00	
30	AIR ONE EQUIPMENT INC	201713	0	FACEPIECE TESTING - GROTTS	45.00	.00	
Total 10.521.22.299	OTHER CONTRACTUAL SERVICES:				90.00	.00	
Total FIRE:					1,209.47	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	74.49	.00	
Total 10.523.02.210 TELEPHONE:					74.49	.00	
10.523.02.399 OTHER SUPPLIES							
1008	TERRACE SUPPLY COMPANY	71030172	0	(1) THERAPY OXYGEN CYL FOR STA 82	47.56	.00	
Total 10.523.02.399 OTHER SUPPLIES:					47.56	.00	
Total AMBULANCE/PARAMEDIC:					122.05	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.210 TELEPHONE							
6498	SALERNO, RICHARD	December 2023	0	PERS DEVICE PHONE REIMB; DECEMBER 2023	24.99	.00	
6498	SALERNO, RICHARD	December 2023	0	PHONE USAGE REIMB; DECEMBER 2023	24.99	.00	
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	24.83	.00	
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	20.09	.00	
5360	YOUNG, JASON	2023 CELL PHONE	0	PERS DEVICE PHONE REIMB; AUGUST-DECEMB	124.95	.00	
5360	YOUNG, JASON	2023 CELL PHONE	0	USAGE REIMBURSEMENT; AUGUST-DECEMBER	124.95	.00	
Total 10.525.01.210 TELEPHONE:					344.80	.00	
10.525.01.299 OTHER CONTRACTUAL SERVICES							
13824	ZIPS CAR WASH LLC	PS-INV104230	0	2 CAR WASHES DECEMBER 2023	6.00	.00	
Total 10.525.01.299 OTHER CONTRACTUAL SERVICES:					6.00	.00	
10.525.25.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3017246066 11/202	0	0 E WISCONSIN AVE; 10/13-11/16/23	8,641.16	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:					8,641.16	.00	
10.525.27.399 OTHER SUPPLIES							
847	PRO SAFETY INC	539700	0	PW HI VIZ GLOVES	334.95	.00	
Total 10.525.27.399 OTHER SUPPLIES:					334.95	.00	
10.525.27.402 NON-CAPITAL OUTLAY							
642	RUSSO'S POWER EQUIPMENT INC	SPI20476595	0	SNOWEX 2.0 CU YD POLY HOPPER COVER	1,450.00	.00	
Total 10.525.27.402 NON-CAPITAL OUTLAY:					1,450.00	.00	
Total STREET:					10,776.91	.00	
Total CORPORATE FUND:					115,918.10	67,185.13	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
28.502.01.299	**OTHER CONTRACTUAL SERVICES**						
5654	PADDOCK PUBLICATIONS	274947	0	PUBLIC NOTICE TIF 7	1,932.00	.00	
9855	TESKA ASSOCIATES INC	13867	0	TIF PREPARATION	648.01	.00	
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:					2,580.01	.00	
28.502.01.401	**CAPITAL OUTLAY**						
13903	SZWANDROK, DEBRA	110 N VILLA SECU	0	110 N VILLA SECURITY	2,000.00	2,000.00	01/05/2024
13903	SZWANDROK, DEBRA	Lease Buy Out	0	110 N VILLA LEASE BUYOUT	50,000.00	50,000.00	01/05/2024
Total 28.502.01.401 CAPITAL OUTLAY:					52,000.00	52,000.00	
Total GENERAL:					54,580.01	52,000.00	
Total TIF 4 FUND - ST. CHARLES RD:					54,580.01	52,000.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
29.502.01.299 OTHER CONTRACTUAL SERVICES							
7835	STORINO RAMELLO & DURKIN	90052	0	LEGAL SERVICES ST CHARLES TIF NOV 2023	2,064.53	.00	
Total 29.502.01.299 OTHER CONTRACTUAL SERVICES:					2,064.53	.00	
Total GENERAL ADMINSTRATION:					2,064.53	.00	
Total TIF 3 FUND - NORTH AVENUE:					2,064.53	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	263.28	.00	
Total 35.502.01.210 TELEPHONE:					263.28	.00	
35.502.16.223 WATER & SEWER SERVICE							
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	ROTARY PARK RSTRM 8/31/23-12/31/23	65.16	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	ICC 1ST UTL BL 8/31/23-12/31/23	325.67	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	ICC 2ND UTL BL 8/31/23-12/31/23	97.02	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	HIGHRIDGE BASEBALL FIELD UTL BL 8/31/23-12/3	945.41	.00	
Total 35.502.16.223 WATER & SEWER SERVICE:					1,433.26	.00	
35.502.35.202 TRAINING & CONFERENCES							
4157	VPRD ICC	PETTY CASH 2023	0	CONTINUING ED FOR EARLY CHILD HOOD STAFF	60.00	.00	
Total 35.502.35.202 TRAINING & CONFERENCES:					60.00	.00	
35.502.35.299 OTHER CONTRACTUAL SERVICES							
4157	VPRD ICC	PETTY CASH 2023	0	CASH TIP SENIOR OUTING	40.00	.00	
4157	VPRD ICC	PETTY CASH 2023	0	PHOTO FINISHING MINI CAMP	10.40	.00	
4157	VPRD ICC	PETTY CASH 2023	0	THREAD & FABRIC FOR MINI CAMP	14.11	.00	
4157	VPRD ICC	PETTY CASH 2023	0	PHOTO FINISHING FOR MINI CAMP	5.94	.00	
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:					70.45	.00	
35.502.35.311 PROGRAM SUPPLIES							
4652	VPRD CRB	PETTY CASH 2023	0	DONUT BINGO PROGRAM SUPPLIES	9.94	.00	
4652	VPRD CRB	PETTY CASH 2023	0	FUNN WITH WATERCOLORS PROGRAM SUPPLIE	23.63	.00	
Total 35.502.35.311 PROGRAM SUPPLIES:					33.57	.00	
35.502.36.299 OTHER CONTRACTUAL SERVICES							
13076	LAPSHIN, TRACY	23CHRISTMAS	0	CY23 CONTRACTUAL FENCING PROGRAM	45.50	.00	
4157	VPRD ICC	PETTY CASH 2023	0	PAPER CRAFTS FOR MINI CAMP	9.95	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					55.45	.00	
35.502.36.311 PROGRAM SUPPLIES							
4652	VPRD CRB	PETTY CASH 2023	0	PRESCHOOL SUPPLIES	10.00	.00	
4652	VPRD CRB	PETTY CASH 2023	0	FUNTIME JUNCTION SUPPLIES	18.52	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
4652	VPRD CRB	PETTY CASH 2023	0	LITTLE ARTISTS PROGRAM SUPPLIES	17.48	.00	
4652	VPRD CRB	PETTY CASH 2023	0	PRIZES FOR BIRTHDAY BUNCH & LUNCH	16.93	.00	
4652	VPRD CRB	PETTY CASH 2023	0	SODA FOR SENIOR PROGRAMS	8.26	.00	
4652	VPRD CRB	PETTY CASH 2023	0	MINI CAMP SUPPLIES	19.99	.00	
4652	VPRD CRB	PETTY CASH 2023	0	MINI CAMP & AFTERNOON OF FUN PHOTOS	2.97	.00	
4652	VPRD CRB	PETTY CASH 2023	0	TIP FOR WATERLEAF RESTAURANT SENIOR TRIP	40.00	.00	
Total 35.502.36.311 PROGRAM SUPPLIES:					134.15	.00	
Total GENERAL:					2,050.16	.00	
Total RECREATION FUND:					2,050.16	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	219.40	.00	
Total 36.502.01.210 TELEPHONE:					219.40	.00	
36.502.01.223 WATER & SEWER SERVICE							
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	CORTESI PARK UTL BL 8/31/23-12/31/23	369.27	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	TRAIN DEPOT UTL BL 8/31/23-12/31/23	95.13	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	VILLA TOT LOT UTL BL 8/31/23-12/31/23	9.40	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	TOT LOT UTL BL 8/31/23-12/31/23	8.60	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	NORTH TERRACE PARK UTL BL 8/31/23-12/31/23	77.76	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	PARKS GARAGE (42) UTL BL 8/31/23-12/31/23	101.81	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	FRANKLIN PARK FOUNTAIN UTL BL 8/31/23-12/31/	1.23	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	TWIN LAKES UTL BL 8/31/23-12/31/23	19.54	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	ARDMR/CNTRL FNTN UTL BL 8/31/23-12/31/23	2.03	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	ARDMR/GW FNTN UTL BL 8/31/23-12/31/23	3.42	.00	
Total 36.502.01.223 WATER & SEWER SERVICE:					688.19	.00	
36.502.02.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	74.49	.00	
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	5.74	.00	
Total 36.502.02.210 TELEPHONE:					80.23	.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES							
1008	TERRACE SUPPLY COMPANY	1055375	0	PARKS TOOL RENTAL	19.53	.00	
1008	TERRACE SUPPLY COMPANY	1055376	0	PARKS TOOL RENTAL	13.02	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					32.55	.00	
36.502.02.304 GROUNDS SUPPLIES							
13404	MOST DEPENDABLE FOUNTAINS	INV76155	0	ADA DRINKING FOUNTAIN	4,845.00	.00	
Total 36.502.02.304 GROUNDS SUPPLIES:					4,845.00	.00	
Total GENERAL:					5,865.37	.00	
Total PARKS FUND:					5,865.37	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.223	**WATER & SEWER SERVICE**						
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	JEFFERSON POOL UTL BL 8/31/23-12/31/23	796.13	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	AUGUST-DECEMB	0	JEFFERSON #2 UTL BL 8/31/23-12/31/23	596.58	.00	
Total 41.502.01.223	WATER & SEWER SERVICE:				1,392.71	.00	
41.502.02.311	**PROGRAM SUPPLIES**						
5386	EMERGENCY MEDICAL PRODUCTS INC	1201615951	0	CY23 EMERGENCY EQUIPMENT FOR POOL	271.62	.00	
Total 41.502.02.311	PROGRAM SUPPLIES:				271.62	.00	
Total GENERAL:					1,664.33	.00	
Total SWIMMING POOL FUND:					1,664.33	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.299	**OTHER CONTRACTUAL SERVICES**						
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	38.01	.00	
	Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:				38.01	.00	
60.502.10.292	**ENGINEERING SERVICES**						
12917	STRAND ASSOCIATES INC.	0205286	0	REBUILD ILLINOIS RESURFACING 2023 CONSTR	31,692.61	.00	
8965	V3 COMPANIES OF ILLINOIS	1023155	0	MICHIGAN AND VERMONT PHASE III ENGINEERI	5,312.46	5,312.46	01/05/2024
8965	V3 COMPANIES OF ILLINOIS	1123683	0	MICHIGAN AND VERMONT PHASE III ENGINEERI	4,413.47	4,413.47	01/05/2024
	Total 60.502.10.292 ENGINEERING SERVICES:				41,418.54	9,725.93	
	Total GENERAL:				41,456.55	9,725.93	
	Total STREET IMPROVEMENT FUND:				41,456.55	9,725.93	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
13827	GREENGARD INC	32801	35011	CONSTRUCTION SITE SURVEY AND LAYOUT - NE	627.50	.00	
12827	PLAY ILLINOIS LLC	1792	36000	LUFKIN PARK SPLASH PAD DEPOSIT	28,316.00	.00	
Total 67.502.02.401 CAPITAL OUTLAY:					28,943.50	.00	
Total GENERAL:					28,943.50	.00	
Total BUILDING IMPROVEMENTS FUND:					28,943.50	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE							
5176	JESSEN, DENNIS	DECEMBER 2023	0	PERS DEVICE PHONE REIMB; DECEMBER 2023	24.99	.00	
5176	JESSEN, DENNIS	DECEMBER 2023	0	USAGE REIMBURSEMENT; DECEMBER 2023	24.99	.00	
1055	VENCHUS, THOMAS	December 2023 Cell	0	PERS DEVICE PHONE REIMB; DECEMBER 2023	24.99	.00	
1055	VENCHUS, THOMAS	December 2023 Cell	0	USAGE REIMBURSEMENT; DECEMBER 2023	24.99	.00	
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	2.99	.00	
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	87.76	.00	
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	152.04	.00	
Total 82.502.01.210 TELEPHONE:					342.75	.00	
82.502.01.299 OTHER CONTRACTUAL SERVICES							
5642	JOHNSON'S VILLA PARK INC	2023	0	WATER BILLING PAYMENTS; JAN-DEC 2023	71.70	.00	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:					71.70	.00	
82.502.02.292 ENGINEERING SERVICES							
8965	V3 COMPANIES OF ILLINOIS	1023155	0	MICHIGAN AND VERMONT PHASE III ENGINEERI	8,277.56	8,277.56	01/05/2024
8965	V3 COMPANIES OF ILLINOIS	1123683	0	MICHIGAN AND VERMONT PHASE III ENGINEERI	6,876.81	6,876.81	01/05/2024
Total 82.502.02.292 ENGINEERING SERVICES:					15,154.37	15,154.37	
82.502.02.299 OTHER CONTRACTUAL SERVICES							
4059	ASSOCIATED TECHNICAL SERVICES	37852	0	ANNUAL LEAK DETECTION SURVEY	15,295.00	.00	
13002	PRECISE MRM LLC	200-1046472	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY	530.00	.00	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:					15,825.00	.00	
Total GENERAL:					31,393.82	15,154.37	
Total WATER SUPPLY FUND:					31,393.82	15,154.37	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.210	**TELEPHONE**						
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	5.74	.00	
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	76.02	.00	
13410	VERIZON WIRELESS PW	9952800501	0	WIRELESS SERVICE FROM 11/27/23 TO 12/26/23	87.76	.00	
Total 83.502.01.210 TELEPHONE:					169.52	.00	
83.502.01.402	**NON-CAPITAL OUTLAY**						
6150	DELL MARKETING LP	10720778488	0	OPTIPLEX 7010 MICRO	853.65	.00	
Total 83.502.01.402 NON-CAPITAL OUTLAY:					853.65	.00	
83.502.02.221	**LOMBARD SEWER SERVICE**						
638	LOMBARD, VILLAGE OF	2023	0	SEWER FEES; 12/16/22-12/16/23	3,216.68	.00	
Total 83.502.02.221 LOMBARD SEWER SERVICE:					3,216.68	.00	
83.502.02.292	**ENGINEERING SERVICES**						
6007	RJN GROUP INC	38270104	0	2023 SANITARY SEWER MASTER PLAN UPDATE	16,692.50	.00	
Total 83.502.02.292 ENGINEERING SERVICES:					16,692.50	.00	
83.502.02.299	**OTHER CONTRACTUAL SERVICES**						
13002	PRECISE MRM LLC	200-1046472	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY	530.00	.00	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:					530.00	.00	
83.502.04.292	**ENGINEERING SERVICES**						
10841	BURKE ENGINEERING LTD, CHRISTOPH	188397	0	WASHINGTON STREET SEWER SEPARATION - P	4,332.50	.00	
Total 83.502.04.292 ENGINEERING SERVICES:					4,332.50	.00	
Total GENERAL:					25,794.85	.00	
Total WASTEWATER FUND:					25,794.85	.00	
Grand Totals:					309,731.22	144,065.43	

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	115,918.10
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	54,580.01
TIF 3 FUND - NORTH AVENUE	
Total TIF 3 FUND - NORTH AVENUE:	2,064.53
RECREATION FUND	
Total RECREATION FUND:	2,050.16
PARKS FUND	
Total PARKS FUND:	5,865.37
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	1,664.33
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	41,456.55
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	28,943.50
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	31,393.82
WASTEWATER FUND	
Total WASTEWATER FUND:	25,794.85
Grand Totals:	309,731.22

Amount Paid

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE 1/10/24 APPROVED BY Charles Howard

M Hahie

Report Criteria:

Invoices with totals above $0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF0115 CY2023","0105 INT CY2023","0110 INT CY2023"

MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: January 22, 2024

SUBJECT: Acceptance of the Minutes from January 6, 2024 Coffee with the Board

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

MINUTES
Coffee with the Board

VILLAGE OF VILLA PARK
Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

January 6, 2024 **9:00a.m.**

Village Board Present: President N. Cuzzone, Trustee C. Alfano and Trustee J. Kozar

Attendees: Al Bulthuis, Christine Murphy, John S., Donna Noxon, Rolf Lukant, Cheryl Tucker, Joe Amore, Larry Hebert, Kevin Lattner, Bob & Kelly Smith, John C., Reed Goodrich, Mike Orlowski

Executive Assistant to Village Manager, Cheryl Wagner present.

Meeting called to order at 9:00 A.M. President Cuzzone followed up on the items below:

Follow-up on questions from previous meeting:

a) Attorney questions on K. Orr firm and attorney travel time
b) Red Light monies that are uncollectable go to Collection Agency (State Controller not involved)
c) Tri-Trail work will be finished in Spring

The floor was opened for discussion:

Rolf - Previous question answered in December about cannabis monies being split among Police Department, Fire Department and Parks Department. Added question is how much of the money goes to the Pension Funds for police and fire.

Next suggestion was IML training be provided for employees and Board.

Mr. & Mrs. Smith (address given) have issue with sewer separation process. They spoke with staff and did paperwork, numerous visits and conversations took place. Plumber got permit, did work and when paid invoice was brought in for reimbursement they were told they had to apply for reimbursement beforehand. Mr. Smith advised if they get reimbursed that would be great, but would like to see a simple FACT SHEET on the website so it is clear. He also suggested reviewing our forms and dating them. Trustee Kozar advised this reimbursement matter is on the January 8th Board meeting and the amount will be raised to $1500. He felt the Smiths should be reimbursed. President Cuzzone advised he has had 3 himself and plumber did paperwork. He would look into getting reimbursement for the Smiths. Further discussion ensued.

The topic of bright LED lighting and spot lighting came up (such as the Exon at St. Charles and Westmore). The lights are too bright and cause issues. The light ruin resident's enjoyment of their homes and yards, and is a hazard to drivers. Donna mentioned Willowbrook's lights. Reed advised they are like a billboard and will make Villa Park look like a circus. President Cuzzone advised he would look into it, but there is a flashing light restriction in the Code. He advised electronic signs are not allowed on St. Charles unless they were grandfathered in. Rolf advised that years ago Mick came out at night with an illuminator device to check lights and the hotel had to change the location and bulbs. Mike O. agreed that we use to check the lights at night. Discussion ensued.

Joe Amore advised he was upset there were no Christmas decorations at the Metra station. He suggested we get a coffee vendor inside and electric car charging stations and re-stripe the Metra lot. Those changes would bring people to the station. He then brought up the Public Hearing date and time from an old notice and President Cuzzone confirmed it is set for January 8th at 7pm and is on Board Agenda. Joe inquired about the crisis signs status. President Cuzzone advised he spoke with Village Manager Harline; DuPage will be coming out with signs and we would like ours to be similar so we are waiting for them. Next he inquired about the Strategic Plan and Comprehensive Plan and discussion ensued. President Cuzzone explained the difference between both. Joe inquired about the situation with the buses and migrants and if we have an established policy. President Cuzzone advised we do have a policy. Communications with DuPage County OEM takes place. We have police there for safety purposes and Fire Department available should anyone need medical treatment. The bussed migrants have tickets. We have had 3 buses in Villa Park, December 23, 27 and 30. President Cuzzone was at station for the last bus date and said people waited for the train, some had blankets and things. One of the officers on hand called her husband to come down to station to talk with people and interpret. Discussion ensued. We are a stop in getting to Chicago, not a destination. They are going to Chicago where they will receive assistance. Trustee Kozar mentioned the number of migrants on the 3 buses and it was approximately 100 people. Chief Rivas and Chief Stapleton have a process they follow. President Cuzzone advised DuPage County OEM is notified immediately.

Christine mentioned the Coffee with the Board should not be listed as Meet the Board because there are 2 or 3 members that come, it is not the complete Board. She next advised sidewalks areas around Villa Perk need to be fixed. She mentioned that at the last Board meeting Trustee Patrick advised he had experience with Budgets and named some of them. She would like to get examples of the budgets he has experience with.

Donna inquired about Captain's Room and its parking. She advised Valet parking will use at least 25% of available parking. Trustee Kozar advised we have enough parking available and being that it is public parking, the market determines the use. Trustee Cuzzone advised we are working on a parking study. Trustee Kozar advised the market determines the parking and revenue for village. He said people do not come to businesses, not find a good spot and decide to leave. Donna advised that when she was in a wheelchair everything was difficult and there was not enough handicapped parking. Trustee Kozar advised that handicapped parking is different, and we do need more handicapped parking. Trustee Alfano inquired about where we start the process to get more handicapped parking. President Cuzzone advised it can start with the Traffic and Safety Commission. Discussion ensued.

Al B. advised that when businesses have no parking it means they are successful. He feels valet parking would work along Park Blvd. Parker walks back not person in establishment. Trustee Kozar agreed there is always parking on Park Blvd, Central Ave., and in the Historical Museum lot.

Mr. Smith agreed a parking study would be good. Parking is a problem, but agreed that no parking means good business. He advised that traffic control can be done. but handicap parking is ADA and would have to be handled as such.

Cheryl Tucker inquired if the businesses would take all the public parking in the area. President Cuzzone advised the east side of Villa has public parking. There are public parking signs. Trustee Kozar advised there is no parking from 2am to 6am everywhere.

Mike O. brought up Strategic Planning and parking survey. Last two commission meetings have been cancelled for lack of quorum and it would be a good time for workshops. He advised the need for more consistency in general. There are parking issues along Villa Avenue, and each business has to deal with parking their own way. He suggests CED Director do all the parking enforcement of parking requirements for all the businesses. Trustee Kozar advised that Director is doing that- handling all the parking. Trustee Alfano suggests we clarify parking to get consistency. Trustee Kozar advised that business are not curtailed because they don't have parking. Suggestion made to forward any information to Planning and Zoning. Trustee Alfano inquired how Planning and Zoning is involved in planning. President Cuzzone advised Planning and Zoning Commission is more zoning than planning. The next topic was consistency with property maintenance. The Scottish Plumber property was brought up. President Cuzzone advised the CD department is working on that. Trustee Kozar advised that he has been told that commission chairs can add anything to the agendas they want to add. Mike O. said he has recommended a round table in the same email chain that goes around for a meeting cancellation.

He has suggested things in the emails and also brought up Villa Avenue. Trustee Kozar advised he should talk to the Chair to add items to their Agenda.

Christine suggested a clarification of the rules and regulation for commissions. Trustee Kozar advised he has been pushing for policies, not an Ordinance for every detail, but something that would allow changes to be made as needed here and there.

Rolf inquired about newly elected officials attending meetings and conferences. President Cuzzone advised they can. Trustee Alfano mentioned the conference she attended in September of 2023 in Chicago. It was a 3-day conference and was very intense. Donna asked if it is mandatory and if not, it should be. Al B. advised it is very helpful. Rolf inquired if they have some type of IML training for Planning and Zoning- for the Chairs. Mike O. advised he has attended 3 different training events.

Bob S. is in favor of the Parking Study and said not all patrons may be driving, and suggests ancillary possibilities such as buses or shuttles, or bikes when weather permits. Larry agreed we are lacking in parking and the parking we have has problems, such as Villa Avenue. It needs to be changed. He said the police could write tickets all day. The next topic was AT& T and other contractors that are leaving areas a mess, like Villa and Madison. Discussion ensued about different areas, but same problems. President Cuzzone advised we are limited on Telecom Industries but would check into the Villa and Madison issue. A resident inquired if permits are needed. Trustee Kozar advised they do get permits.

Al B. suggested Villa Avenue be restriped, it should all be moved over. It could not be done before because Federal money was part of plan.

Rolf inquired if Traffic and Safety have to meet? President Cuzzone advised he was there last week for the meeting, and they did have a quorum, without a quorum there's no voting. Donna suggested a round table when no quorum.

Trustee Alfano asked President Cuzzone if the Board had approved a parking plan on Villa regarding distance?

Mike O. suggested we rotate staff (inspectors) areas and have consistency with rules. He then inquired about Kenilworth and gravel driveways used as storage areas. He and Trustee Kozar agreed on consistency. Discussion ensued.

Donna advised there is a hole in the sidewalk at the Bridal Shop. Trustee Alfano advised that is her neighborhood and it is because of the Tri-Trail project.

Rolf inquired about the specific training for Code Enforcers. President Cuzzone advised he would look into it.

Reed inquired about other attorneys for Adjudication. Trustee Kozar advised the Police Department and Adjudication clerks had previous experience with the current attorney. He advised that he does not like it, and would like to see a new firm come in. Discussion ensued about adjudication attorney and village attorneys. President Cuzzone advised that 3 or 4 firms were interviewed for the adjudication position. Rolf inquired if they are reviewed every so often. President Cuzzone advised we do not. They were interviewed and came in, that is handled by the Village Manager. Trustee Kozar advised he would like more visibility on Thursday adjudication dates.

No other attendees wished to speak.

Meeting adjourned 10:20am.

Respectfully submitted,
President Cuzzone

MEMORANDUM

TO:	Village Board of Trustees
FROM:	Steve Stapleton, Fire Chief
DATE:	January 22, 2024
SUBJECT:	A Resolution Of The Village Of Villa Park, Dupage County, Illinois, Waiving Bid And Approving The Purchase Of A Powered Ambulance Cot And Load System In An Amount Of $61,450.11

RECOMMENDED ACTION:
The following resolution authorizes the Village Manager to execute a purchase order to obtain an ambulance Power-Pro 2 powered ambulance cot and load system from Stryker Medical in the amount of $61,450.11 to be installed on the rechassied medic unit that is currently in production. Staff recommends approval of the resolution.

BACKGROUND:
The department currently has three Stryker powered ambulance cot and load systems. Two were purchased in 2016, and one was purchased with the new ambulance in 2020. The manufacturer has a recommended service life of 7 – 10 years for this equipment, which necessitates the need for this purchase. Being a member of the Intergovernmental Risk Management Agency (IRMA), allows the Village to qualify for discounted pricing through IRMA's pooled services purchasing program, which amounts to a savings of $4,000. Furthermore, Foster Coach, the company that is re-chassising our medic unit has agreed to install the new load system at no cost, plus will give us a $10,000 trade in value for the old one.

DISCUSSION:
The Villa Park Fire Department's primary mission is to provide a variety of emergency services designed to protect the lives and property of our residents while maintaining a reasonably safe work environment. It is imperative that we stay with the same manufacturer of powered cot and load systems that we currently have in order to maintain standardization and interoperability. Funds are available in Acct. 65.502.02.401 for this purchase.

RESOLUTION NO.______

A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, WAIVING BID AND APPROVING THE PURCHASE OF A POWERED AMBULANCE COT AND LOAD SYSTEM IN AN AMOUNT OF $61,450.11

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the "Village") is a duly organized and validly existing non home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State of Illinois; and

WHEREAS, Section 2-220(a)(3) of Division 2 of Article II of Chapter 2 of the Villa Park Municipal Code exempts from the competitive bidding requirements purchase orders or contracts of whatever nature, for labor, services or work, where the board of trustees, by a two-thirds majority affirmative vote of its members, waive the requirement of open and competitive bidding; and

WHEREAS, Stryker Medical, of Chicago, Illinois provided the Village a purchase contract for a powered ambulance cot and load system that meets the needs of the Villa Park Fire Department at a discounted IRMA member price; and

WHEREAS, the Villa Park Fire Department is tasked to protect the lives of the citizens of Village; and

WHEREAS, in order to protect lives, firefighter-paramedics must have appropriate emergency medical equipment and must be trained in the use, care, and maintenance of the emergency medical equipment; and

WHEREAS, standardization and interoperability in the manufacturer of the department's powered ambulance cot and load systems are necessary to assure the health and safety of our firefighter-paramedics; and

WHEREAS, possessing different manufacturers of powered ambulance cot and load systems would negatively impact the fire department's primary mission; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the best interests of the citizens of the Village to waive bidding and approve the purchase of a powered ambulance cot and load system from Stryker Medical, of Chicago, Illinois at a cost of Sixty-One Thousand Four Hundred Fifty and 11/100 Dollars ($61,450.11).

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

Section 1. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. The corporate authorities of the Village hereby determine that competitive bidding for the purchase of a powered ambulance cot and load system is hereby dispensed with and waived.

<u>Section 3.</u> Quote Number 10823165, attached hereto as Exhibit A and incorporated herein, for the purchase of a powered ambulance cot and load system from Stryker Medical, of Chicago, Illinois at a cost of Sixty-One Thousand Four Hundred Fifty and 11/100 Dollars ($61,450.11), is hereby approved.

<u>Section 4.</u> The Village Manager is hereby authorized to and directed to execute purchase orders and all necessary forms, applications, requisitions, and documents on behalf of the Village related to the purchase of a powered ambulance cot and load system with certain specifications from Stryker Medical, of Chicago, Illinois, as described in Quote 10823165 attached hereto as Exhibit A, in an amount of exceed Sixty-One Thousand Four Hundred Fifty and 11/100 Dollars ($61,450.11).

Section 5. This Resolution shall be in full force and effect from and after its passage by a two-thirds (2/3) vote of the Village Board and approval according to law.

PASSED this _______ day of _______________, 2024, pursuant to a roll call vote as follows:

AYES: ___________________________________

NAYS: ___________________________________

ABSENT: ___________________________________

APPROVED this _____ day of ________________, 2024.

____
Nick Cuzzone, Village President

Attest:

____
Hosanna Korynecky, Village Clerk

Published in pamphlet form:

__________________________, 2024

EXHIBIT A

Stryker Quote Number 10823165

stryker

1 POWER-LOAD + POWER-PRO 2 - IRMA MEMBER

Quote Number:	10823165	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	VILLA PARK FIRE DEPT	Rep:	John Fischer
	Attn: FRANK REPOSH	Email:	john.fischer@stryker.com
	freposh@invillapark.com	Phone Number:	
	630-833-5350	Mobile:	(847) 989-4536
Quote Date:	11/21/2023		
Expiration Date:	01/31/2024		
Contract Start:	11/21/2023		
Contract End:	11/20/2024		

Delivery Address		**Sold To - Shipping**		**Bill To Account**	
Name:	VILLA PARK FIRE DEPT	Name:	VILLA PARK FIRE DEPT	Name:	VILLAGE OF VILLA PARK
Account #:	20063945	Account #:	20063945	Account #:	20178442
Address:	1440 S ARDMORE AVE	Address:	1440 S ARDMORE AVE	Address:	20 S ARDMORE AVE
	VILLA PARK		VILLA PARK		VILLA PARK
	Illinois 60181-3404		Illinois 60181-3404		Illinois 60181-2610

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	PCE	1	$28,266.47	$28,266.47
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	PCE	1	$30,201.64	$30,201.64
3.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	PCE	1	$858.85	$858.85
4.0	650700450301	ASSEMBLY, BATTERY CHARGER	PCE	1	$1,229.48	$1,229.48
5.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	PCE	1	$28.39	$28.39
6.0	650700450031	ASSY, BATTRY CHRGR MOUNT PLATE	PCE	1	$47.85	$47.85
					Equipment Total:	$60,632.68

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$817.43
Grand Total:	$61,450.11

Comments:

IRMA MEMBER PRICING REFLECTED. INSTALLATION OF POWER-LOAD TO BE PERFORMED BY QUALIFIED MECHANIC (NOT INCLUDED). VALID THRU 1-31-24.

MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: January 22, 2024

SUBJECT: A Resolution Authorizing the Expansion of the Scope of Work for the Lions Park Recreation Center Project Related to the Installation of West Storm Line Improvements and the Approval of Related Change Orders for the Construction of Said Improvements in the Total Amount of $94,514.00

RECOMMENDED ACTION:
Staff recommends the approval of Change Order Number 3, for work that includes replacing approximately 420' of existing 6" storm line and structures with new 12" storm lines and structures, constructing an approximately 150' retaining wall, so that the existing grading can be revised to provide positive drainage away from the adjacent properties to reduce existing flooding concerns.

BACKGROUND:
During the permit review and zoning approval process by the Village of Villa Park, the Public Works Department identified that existing flooding along the West Elevation is a concern for the residents. Previously, Public Works staff installed a 6" storm line and structures along the West to help drain standing water after rain events. This line does not adequately drain storm water along the West property line, resulting in flooding of the adjacent properties.

DISCUSSION:
To reduce the flooding potential, Public Works requested the engineer to include an unsized storm sewer along the western property line and to adjust the grading to ensure positive drainage to the inlets. This improvement would be more efficient and less costly to have it constructed in conjunction with the site improvements for Lion's Park. It will ensure that the new recreational center will not adversely affect stormwater drainage for the neighboring residents. Therefore, these revisions were incorporated into the drawings during the permit review process, post bidding, and need to be incorporated into the contract for the Lions Center. Stormwater funding will help cover the additional cost of these improvements.

W.B. OLSON, INC.
The Construction People
Founded in 1970

PCO #003

W.B. Olson, Inc.
3235 Arnold Lane
Northbrook, Illinois 60062
Phone: +18474983800

Project: 713 - Lions Park Recreation Center
320 E. Wildwood Ave.
Villa Park, Illinois 60181

DRAFT

Prime Contract Potential Change Order #003: IFC Set (Civil - West Storm Line) Scope Adjustment

TO:	Village of Villa Park 338 Iowa Ave. Villa Park, Illinois 60181	**FROM:**	W. B. Olson, Inc. 3235 Arnold Lane Northbrook, Illinois 60062
PCO NUMBER/REVISION:	003 / 1	**CONTRACT:**	1 - Lions Park Recreation Center
REQUEST RECEIVED FROM:	Michael Guerra **(Village of Villa Park)**	**CREATED BY:**	Christopher Powell **(W. B. Olson, Inc.)**
STATUS:	Draft	**CREATED DATE:**	12/13/2023
REFERENCE:	IFC Documents	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	0 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$94,514.00

POTENTIAL CHANGE ORDER TITLE: IFC Set (Civil - West Storm Line) Scope Adjustment

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #027 - IFC Set (Civil & Structural) Scope Adjustments
Provide all labor, equipment, and materials including but not limited to:

- Remove and dispose of the existing storm line and associated structures along the West property line per IFC documents dated 6 Sep 2023 (ref C2.1) as required.
- Furnish & install new 12" HDPE storm sewer pipe along West property line per IFC documents dated 6 Sep 2023 (ref C5.0) as required
- Furnish & install (3) three new storm sewer structures along West property line per IFC documents dated 6 Sep 2023 (ref C5.0) as required.
- Make connections of new 12" HDPE storm piping to existing storm structure per IFC documents dated 6 Sep 2023 (ref C5.0) as required.
- Excavate for new retaining wall along West property line per IFC documents dated 6 Sep 2023 (ref C3.0 & C6.0) as required.
- Remove and dispose of excess spoils for new retaining wall per IFC documents dated 6 Sep 2023 as required.
- Furnish & install new retaining wall along West property line per IFC documents dated 6 Sep 2023 (ref C3.0 & C6.0) as required.

ATTACHMENTS:
COR_713_LionsPark_Alessio_001_IFC-CivilRevisions_20231220_Rev2.pdf , COR_713_LionsPark_Breezy_001_IFCSetScopeAdjustment_20231220_Rev1.doc , COR_713_LionsPark_AGI_006_IFCSet-RetainingWall-ExcavationOnly_20231219_Rev1.pdf

#	Budget Code	Description	Amount
1	33-1000.S Site Storm, Water & Sanitary.Commitment	ASC 001 - IFC Civil Adjustments	$44,838.00
2	32-9000.S Landscaping.Commitment	BHL 001 - IFC Civil Adjustment - Retaining Wall	$34,764.00
3	31-2000.S Excavation & Grading.Commitment	AGI 006 - IFC Civil Adjustment - Excavate for Retaining Wall	$6,250.00

W.B. OLSON, INC.
The Construction People
Founded in 1970

PCO #003

#	Budget Code	Description	Amount
4	93-4000.A Const Fence Adjustments.Allowances	ALLOWANCE - Fence Removal/Adjustment	$5,000.00
		Subtotal:	**$90,852.00**
		General Conditions (2.00% Applies to all line item types.):	$1,818.00
		Fee (1.00% Applies to all line item types.):	$909.00
		CGL Insurance (1.00% Applies to all line item types.):	$935.00
		Grand Total:	**$94,514.00**

Andrew Caputo (Williams Architects)

Village of Villa Park
338 Iowa Ave.
Villa Park, Illinois 60181

W. B. Olson, Inc.
3235 Arnold Lane
Northbrook, Illinois 60062

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

ALESSIO & SONS COMPANY
Moving forward to meet the challenges of today and tomorrow

December 20, 2023

Mr. Christopher Powell
W. B. Olson, Inc.
3235 Arnold Lane
Northbrook, IL. 60062
Phone: (847) 498-3800

Re: PCO # 1A
Permit Revisions & Issued for Construction Drawings
Lions Park Recreation Center, Villa Park, IL.

Christopher,

Please see below the additional costs for the site utility work per the revised plans dated November 10, 2023. We have included a detailed breakdown of the pricing for this work. Please issue a change order for this work at your earliest convenience.

12" HDPE Storm Sewer	419 L.F. @ $ 67.32 / L.F.	$	28,207.08
Connect 12" HDPE To Existing Structure	1 Each @ $ 1,515.92 / EA	$	1,515.92
Remove Inlets	3 Each @ $ 407.10 / EA	$	1,221.30
Remove Storm Sewer Piping	419 L.F. @ $ 11.83 / L.F.	$	4,956.77
2' Dia. Inlet	1 Each @ $ 1,937.95 / EA	$	1,937.95
4' Dia. Manhole	2 Each @ $ 3,499.29 / EA	$	6,998.58
	Total	$	44,837.60

Please note this work does not include any replacement or restoration of any asphalt, concrete, or landscaping.

If you have any questions, please let me know.

Sincerely,

Scott Witikka

Scott Witikka
Estimator / Project Manager

377 E. Butterfield Road, Suite 270 • Lombard, IL, 60148 • (815) 725-5513 • Fax: (815) 725-6742

12" HDPE STORM SEWER-PCO # 1

ACCOUNT NO.	DESCRIPTION	QUANTITY	UNIT	UNIT LABOR	UNIT MATERIAL	UNIT EQUIP	UNIT SUB	LABOR	MATERIAL	EQUIP	SUB	TOTAL
	QUANTITY	419.00	LF					0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	CREW (5 MAN)							0	0	0	0	0
	SEWEW CREW	13.00	HR	675.00		325.00		8,775	0	4,225	0	13,000
								0	0	0	0	0
								0	0	0	0	0
	MATERIAL							0	0	0	0	0
	12" HDPE PIPE	420.00	LF		9.15			0	3,843	0	0	3,843
	PIPE BEDDING & INITIAL BACKFILL	159.22	TN		26.10			0	4,156	0	0	4,156
	TRENCH BACKFILL	7.48	TN		26.10			0	195	0	0	195
	HAUL OFF EXCESS SPOILS	117.53	CY			28.36		0	0	3,333	0	3,333
	15 % FEE	1.00	LS				3,679.06	0	0	0	3,679	3,679
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	THIS IS THE END.							0	0	0	0	0
								8,775	8,194	7,558	3,679	28,206

CHECK NUMBER 28,206.08

UNIT PRIC 67.32 LF

CONNECT 12" HDPE TO EXISTING STRUCTURE-PCO # 1

ACCOUNT NO.	DESCRIPTION	QUANTITY	UNIT	UNIT LABOR	UNIT MATERIAL	UNIT EQUIP	UNIT SUB	LABOR	MATERIAL	EQUIP	SUB	TOTAL
	QUANTITY	1.00	EA					0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	CREW (5 MAN)							0	0	0	0	0
	SEWEW CREW	1.00	HR	675.00		325.00		675	0	325	0	1,000
								0	0	0	0	0
								0	0	0	0	0
	MATERIAL							0	0	0	0	0
	BRICK & MORTAR	1.00	EA		100.00			0	100	0	0	100
	TRENCH BACKFILL	5.10	TN		26.10			0	133	0	0	133
	SPOIL REMOVAL	3.00	CY			28.36		0	0	85	0	85
	15 % FEE	1.00	LS				197.73	0	0	0	198	198
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	THIS IS THE END.							0	0	0	0	0
								675	233	410	198	1,516

CHECK NUMBER 1,515.92

UNIT PRI(1,515.92 EA

REMOVE INLETS-PCO # 1

ACCOUNT NO.	DESCRIPTION	QUANTITY	UNIT	UNIT LABOR	UNIT MATERIAL	UNIT EQUIP	UNIT SUB	LABOR	MATERIAL	EQUIP	SUB	TOTAL
	QUANTITY	3.00	EA					0	0	0	0	0
								0	0	0	0	0
	CREW (5 MAN)							0	0	0	0	0
	SEWEW CREW	0.75	HR	675.00		325.00		506	0	244	0	750
								0	0	0	0	0
								0	0	0	0	0
	TRUCKING							0	0	0	0	0
	HAUL OFF STRUCTURES	1.00	LD				207.00	0	0	0	207	207
	DUMP FEE	1.00	LD				105.00	0	0	0	105	105
	15 % FEE	1.00	LS				159.30	0	0	0	159	159
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	THIS IS THE END.							0	0	0	0	0
								506	0	244	471	1,221

CHECK NUMBER 1,221.30

UNIT PRI(407.10 EA

REMOVE STORM SEWER PIPING-PCO # 1

ACCOUNT NO.	DESCRIPTION	QUANTITY	UNIT	UNIT LABOR	UNIT MATERIAL	UNIT EQUIP	UNIT SUB	LABOR	MATERIAL	EQUIP	SUB	TOTAL
	QUANTITY	419.00	LF					0	0	0	0	0
								0	0	0	0	0
	CREW (5 MAN)							0	0	0	0	0
	SEWEW CREW	4.00	HR	675.00		325.00		2,700	0	1,300	0	4,000
								0	0	0	0	0
								0	0	0	0	0
	TRUCKING							0	0	0	0	0
	HAUL OFF PIPE	1.00	LD				207.00	0	0	0	207	207
	DUMP FEE	1.00	LD				105.00	0	0	0	105	105
	15 % FEE	1.00	LS				646.80	0	0	0	647	647
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	THIS IS THE END.							0	0	0	0	0
								2,700	0	1,300	959	4,959

CHECK NUMBER 4,958.80

UNIT PRIC 11.83 LF

2' Dia. INLET WITH TYPE 1 FRAME & GRATE-PCO # 1

ACCOUNT NO.	DESCRIPTION	QUANTITY	UNIT	UNIT LABOR	UNIT MATERIAL	UNIT EQUIP	UNIT SUB	LABOR	MATERIAL	EQUIP	SUB	TOTAL
	QUANTITY	1.00	EA					0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	CREW (5 MAN)							0	0	0	0	0
	SEWEW CREW	0.50	HR	675.00		325.00		338	0	163	0	500
								0	0	0	0	0
								0	0	0	0	0
	MATERIAL							0	0	0	0	0
	FRAME & LID	1.00	EA		325.00			0	325	0	0	325
	RINGS	2.00	EA		50.00			0	100	0	0	100
	BRICKS & MORTAR	2.00	EA		50.00			0	100	0	0	100
	2' DIA. INLET	1.00	EA		350.00			0	350	0	0	350
	BENCH	1.00	EA		150.00			0	150	0	0	150
	BEDDING & BACKFILL	0.50	TN		26.10			0	13	0	0	13
	ADJUST STRUCTURE	1.00	EA	125.00				125	0	0	0	125
	SPOIL REMOVAL	0.78	CY				28.36	0	0	0	22	22
	15 % FEE	1.00	LS				252.78	0	0	0	253	253
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	THIS IS THE END.							0	0	0	0	0
								463	1,038	163	275	1,938

CHECK NUMBER 1,937.95

UNIT PRI(1,937.95 EA

4' Dia. STORM MANHOLE WITH TYPE 1 FRAME & GRATE-PCO # 1

ACCOUNT NO.	DESCRIPTION	QUANTITY	UNIT	UNIT LABOR	UNIT MATERIAL	UNIT EQUIP	UNIT SUB	LABOR	MATERIAL	EQUIP	SUB	TOTAL
	QUANTITY	2.00	EA					0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	CREW (5 MAN)							0	0	0	0	0
	SEWEW CREW	2.00	HR	675.00		325.00		1,350	0	650	0	2,000
								0	0	0	0	0
								0	0	0	0	0
	MATERIAL							0	0	0	0	0
	FRAME & LID	2.00	EA		325.00			0	650	0	0	650
	RINGS	4.00	EA		50.00			0	200	0	0	200
	BRICKS & MORTAR	4.00	EA		50.00			0	200	0	0	200
	4' DIA. STORM MANHOLE	2.00	EA		985.00			0	1,970	0	0	1,970
	BENCH	2.00	EA		305.00			0	610	0	0	610
	BEDDING & BACKFILL	2.00	TN		25.15			0	50	0	0	50
	ADJUST STRUCTURE	2.00	EA	125.00				250	0	0	0	250
	SPOIL REMOVAL	5.48	CY				28.36	0	0	0	155	155
	15 % FEE	1.00	LS				912.86	0	0	0	913	913
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	THIS IS THE END.							0	0	0	0	0
								1,600	3,680	650	1,068	6,999

CHECK NUMBER 6,998.57

UNIT PRIC 3,499.29 EA

Change Order Request #6

American Grading, Inc.
1345 Wiley Rd
Suite 122
Schaumburg, IL 60173
(847) 895-3203

CLIENT: WB Olson
PROJECT: Lions Community Center
PLANS BY: Williams Architects/V3 — Plans dated: 11/10/23 AFO 1
LOCATION: Villa Park
DATE: 11/30/23

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	
	Excavation for retaining wall only.				
					-
	Excavate and haul off	CY	125	$ 50.00	6,250.00
	NET ADD TO CONTRACT				**$6,250.00**

<u>EXCLUSIONS</u>

1. All IEPA testing and forms by others.
2. No ground thawing, blanketing of ground, or digging thru frozen ground. No winter conditions.
3. No undercuting or removal of unsuitable materials.
4. Proposal scope of work includes only work listed above.
5. No permits/bonds
6. No testing.
7. No removal of contaminated material.
8. All layout by others.
9. No traffic control included.
11. No restoration included.
12. Proposal based on excavation for the retinaing wall 5' wide and 1.5' below grade.

If there are any questions, please call.

Tim Rion

Breezy Hill Nursery Inc.

7530 288th Avenue
Salem, Wisconsin 53168
Office: 262-537-2111
Fax: 262-537-3434
www.breezyhillnursery.com

Date: December 20, 2023

To: Chris Powell, W.B. Olson, Inc.

From: Casey Carr; Breezy Hill Landscaping, Inc.

Re: Lions Recreational Center IFC Plans Cost Impact

Below please find the costs for the wall that was added in the IFC plans.

- 580 sf wall stone @ $12.00; $6,960.00
- 22 tons CA-6 @ $36.00; $792.00
- 44 tons washed stone @ $36.00; $1,584.00
- 1,200 sf geogroid @ $.50; $600.00
- 52 hrs. foreman @ $134.00; $6,968.00
- 104 hrs. laborer @ $120.00; $12,480.00
- 16 hrs. skidsteer @ $45.00; $720.00
- 1 ea. Engineering fee @ $1,500.00; $1,500.00

Net Add: $$31,604.00
10% profit/overhead: $3,160.00
TOTAL ADD: $34,764.00

Please contact me if you have any questions.

RESOLUTION NO. ___

A RESOLUTION AUTHORIZING THE EXPANSION OF THE SCOPE OF WORK FOR THE LIONS PARK RECREATION CENTER PROJECT RELATED TO THE INSTALLATION OF WEST STORM LINE IMPROVEMENTS AND THE APPROVAL OF RELATED CHANGE ORDERS FOR THE CONSTRUCTION OF SAID IMPROVEMENTS IN THE TOTAL AMOUNT OF $94,514.00

WHEREAS, the Village of Villa Park (the "Village") is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village is undertaking the construction of a Parks and Recreation Center at Lions Park at 320 E. Wildwood Avenue in the Village ("Project") and has approved various contracts for the Project; and

WHEREAS, during the permit review process by the Village, the Public Works Department identified that the existing storm lines and structures along the West storm line fail to provide adequate drainage along the West property line of the Project, resulting in flooding of the adjacent properties; and

WHEREAS, Village staff recommends expanding the scope of certain work for the Project to allow for the replacement of approximately 420 feet of existing 6 inch storm lines and structures with new 12 inch storm lines and structures, as well as the construction of a 150 foot retaining wall so that the existing grading can be revised to provide positive drainage away from the adjacent properties; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interests of the Village to expand the scope of the Project to allow for the construction of necessary improvements to the West storm line for the Project and to authorize various change orders to the the applicable contracts for the construction of said improvements.

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

Section 1: **Incorporation of Preambles.** 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: **Compliance with Section 33E-9 of the Illinois Criminal Code.** The corporate authorities find that (1) the circumstances said to necessitate the relevant change orders approved herein were not reasonably foreseeable at the time the contract was signed, or (2) the change order are germane to the original contract as signed, and (3) the change orders are in the best interest of the Village.

Section 3: **Compliance with the Public Works Contract Change Order Act.** The corporate authorities find that the change orders approved herein do not authorize or necessitate an increase in the respective contract price that is fifty percent (50%) or more of the original contract price and that it does not authorize or necessitate an increase in the price of any subcontract under the contract that is fifty percent (50%) or more of the original subcontract price.

Section 4: **Approval of Expanded Scope of Project**. The corporate authorities hereby approve expanding the scope of certain work for the Project to allow for the replacement of approximately 420 feet of existing 6 inch storm lines and structures with new 12 inch storm lines and structures, as well as the construction of a retaining wall of approximately 150 feet so that the existing grading can be revised to provide positive drainage away from the adjacent properties, and further as approved the Prime Contract Potential Change Order #003, IFC Set (Civil – West Storm Line) Scope Adjustment, prepared by W.B. Olsen, Inc. ("PCO #003") in the total amount of Ninety-Four Thousand Five Hundred Four Dollar ($94,514.00), along with the related change orders for the increased work with Alessio & Sons Company, Breezy Hill Nursery, Inc, and American Grading, Inc., all of which are attached hereto as Exhibit A and made a part hereof, and the Village Manager is authorized to execute said PCO #003 and the related change orders on behalf of the Village, in substantially the form attached hereto.

Section 5: **Effective Date.** This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this ____ day of _____________ 2024, pursuant to a roll call vote as follows:

AYES: ______________________________________

NAYS: ______________________________________

ABSENT: ______________________________________

ABSTENTION: ______________________________________

APPROVED by me this ____ day of _____________ 2024.

____
Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____________ 2024.

____
Hosanna Korynecky, Clerk of the Village
of Villa Park, DuPage County, Illinois

Exhibit "A"

W.B. OLSON, INC.
The Construction People
Founded in 1970

PCO #003

W.B. Olson, Inc.
3235 Arnold Lane
Northbrook, Illinois 60062
Phone: +18474983800

Project: 713 - Lions Park Recreation Center
320 E. Wildwood Ave.
Villa Park, Illinois 60181

DRAFT

Prime Contract Potential Change Order #003: IFC Set (Civil - West Storm Line) Scope Adjustment

TO:	Village of Villa Park 338 Iowa Ave. Villa Park, Illinois 60181	**FROM:**	W. B. Olson, Inc. 3235 Arnold Lane Northbrook, Illinois 60062
PCO NUMBER/REVISION:	003 / 1	**CONTRACT:**	1 - Lions Park Recreation Center
REQUEST RECEIVED FROM:	Michael Guerra **(Village of Villa Park)**	**CREATED BY:**	Christopher Powell **(W. B. Olson, Inc.)**
STATUS:	Draft	**CREATED DATE:**	12/13/2023
REFERENCE:	IFC Documents	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	0 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$94,514.00

POTENTIAL CHANGE ORDER TITLE: IFC Set (Civil - West Storm Line) Scope Adjustment

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #027 - IFC Set (Civil & Structural) Scope Adjustments
Provide all labor, equipment, and materials including but not limited to:

- Remove and dispose of the existing storm line and associated structures along the West property line per IFC documents dated 6 Sep 2023 (ref C2.1) as required.
- Furnish & install new 12" HDPE storm sewer pipe along West property line per IFC documents dated 6 Sep 2023 (ref C5.0) as required
- Furnish & install (3) three new storm sewer structures along West property line per IFC documents dated 6 Sep 2023 (ref C5.0) as required.
- Make connections of new 12" HDPE storm piping to existing storm structure per IFC documents dated 6 Sep 2023 (ref C5.0) as required.
- Excavate for new retaining wall along West property line per IFC documents dated 6 Sep 2023 (ref C3.0 & C6.0) as required.
- Remove and dispose of excess spoils for new retaining wall per IFC documents dated 6 Sep 2023 as required.
- Furnish & install new retaining wall along West property line per IFC documents dated 6 Sep 2023 (ref C3.0 & C6.0) as required.

ATTACHMENTS:
COR_713_LionsPark_Alessio_001_IFC-CivilRevisions_20231220_Rev2.pdf ,
COR_713_LionsPark_Breezy_001_IFCSetScopeAdjustment_20231220_Rev1.doc , COR_713_LionsPark_AGI_006_IFCSet-RetainingWall-ExcavationOnly_20231219_Rev1.pdf

#	Budget Code	Description	Amount
1	33-1000.S Site Storm, Water & Sanitary.Commitment	ASC 001 - IFC Civil Adjustments	$44,838.00
2	32-9000.S Landscaping.Commitment	BHL 001 - IFC Civil Adjustment - Retaining Wall	$34,764.00
3	31-2000.S Excavation & Grading.Commitment	AGI 006 - IFC Civil Adjustment - Excavate for Retaining Wall	$6,250.00

W.B. OLSON, INC.
The Construction People
Founded in 1970

PCO #003

#	Budget Code	Description	Amount
4	93-4000.A Const Fence Adjustments.Allowances	ALLOWANCE - Fence Removal/Adjustment	$5,000.00
		Subtotal:	**$90,852.00**
		General Conditions (2.00% Applies to all line item types.):	$1,818.00
		Fee (1.00% Applies to all line item types.):	$909.00
		CGL Insurance (1.00% Applies to all line item types.):	$935.00
		Grand Total:	**$94,514.00**

Andrew Caputo (Williams Architects)

Village of Villa Park
338 Iowa Ave.
Villa Park, Illinois 60181

W. B. Olson, Inc.
3235 Arnold Lane
Northbrook, Illinois 60062

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

ALESSIO & SONS COMPANY

Moving forward to meet the challenges of today and tomorrow

December 20, 2023

Mr. Christopher Powell
W. B. Olson, Inc.
3235 Arnold Lane
Northbrook, IL. 60062
Phone: (847) 498-3800

Re: PCO # 1A
Permit Revisions & Issued for Construction Drawings
Lions Park Recreation Center, Villa Park, IL.

Christopher,

Please see below the additional costs for the site utility work per the revised plans dated November 10, 2023. We have included a detailed breakdown of the pricing for this work. Please issue a change order for this work at your earliest convenience.

12" HDPE Storm Sewer	419 L.F. @ $ 67.32 / L.F.	$	28,207.08
Connect 12" HDPE To Existing Structure	1 Each @ $ 1,515.92 / EA	$	1,515.92
Remove Inlets	3 Each @ $ 407.10 / EA	$	1,221.30
Remove Storm Sewer Piping	419 L.F. @ $ 11.83 / L.F.	$	4,956.77
2' Dia. Inlet	1 Each @ $ 1,937.95 / EA	$	1,937.95
4' Dia. Manhole	2 Each @ $ 3,499.29 / EA	$	6,998.58
	Total	$	44,837.60

Please note this work does not include any replacement or restoration of any asphalt, concrete, or landscaping.

If you have any questions, please let me know.

Sincerely,

Scott Witikka

Scott Witikka
Estimator / Project Manager

377 E. Butterfield Road, Suite 270 • Lombard, IL, 60148 • (815) 725-5513 • Fax: (815) 725-6742

12" HDPE STORM SEWER-PCO # 1

ACCOUNT NO.	DESCRIPTION	QUANTITY	UNIT	UNIT LABOR	UNIT MATERIAL	UNIT EQUIP	UNIT SUB	LABOR	MATERIAL	EQUIP	SUB	TOTAL
	QUANTITY	419.00	LF					0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	CREW (5 MAN)							0	0	0	0	0
	SEWEW CREW	13.00	HR	675.00		325.00		8,775	0	4,225	0	13,000
								0	0	0	0	0
								0	0	0	0	0
	MATERIAL							0	0	0	0	0
	12" HDPE PIPE	420.00	LF		9.15			0	3,843	0	0	3,843
	PIPE BEDDING & INITIAL BACKFILL	159.22	TN		26.10			0	4,156	0	0	4,156
	TRENCH BACKFILL	7.48	TN		26.10			0	195	0	0	195
	HAUL OFF EXCESS SPOILS	117.53	CY			28.36		0	0	3,333	0	3,333
	15 % FEE	1.00	LS				3,679.06	0	0	0	3,679	3,679
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	THIS IS THE END.							0	0	0	0	0
								8,775	8,194	7,558	3,679	28,206
									CHECK NUMBER			28,206.08
									UNIT PRI(		67.32 LF	

1186102-1

CONNECT 12" HDPE TO EXISTING STRUCTURE-PCO # 1

ACCOUNT NO.	DESCRIPTION	QUANTITY	UNIT	UNIT LABOR	UNIT MATERIAL	UNIT EQUIP	UNIT SUB	LABOR	MATERIAL	EQUIP	SUB	TOTAL
	QUANTITY	1.00	EA					0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	CREW (5 MAN)							0	0	0	0	0
	SEWEW CREW	1.00	HR	675.00		325.00		675	0	325	0	1,000
								0	0	0	0	0
								0	0	0	0	0
	MATERIAL							0	0	0	0	0
	BRICK & MORTAR	1.00	EA		100.00			0	100	0	0	100
	TRENCH BACKFILL	5.10	TN		26.10			0	133	0	0	133
	SPOIL REMOVAL	3.00	CY			28.36		0	0	85	0	85
	15 % FEE	1.00	LS				197.73	0	0	0	198	198
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	THIS IS THE END.							0	0	0	0	0
								675	233	410	198	1,516

CHECK NUMBER 1,515.92

UNIT PRIC 1,515.92 EA

1186102-1

REMOVE INLETS-PCO # 1

ACCOUNT NO.	DESCRIPTION	QUANTITY	UNIT	UNIT LABOR	UNIT MATERIAL	UNIT EQUIP	UNIT SUB	LABOR	MATERIAL	EQUIP	SUB	TOTAL
	QUANTITY	3.00	EA					0	0	0	0	0
								0	0	0	0	0
	CREW (5 MAN)							0	0	0	0	0
	SEWEW CREW	0.75	HR	675.00		325.00		506	0	244	0	750
								0	0	0	0	0
								0	0	0	0	0
	TRUCKING							0	0	0	0	0
	HAUL OFF STRUCTURES	1.00	LD				207.00	0	0	0	207	207
	DUMP FEE	1.00	LD				105.00	0	0	0	105	105
	15 % FEE	1.00	LS				159.30	0	0	0	159	159
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	THIS IS THE END.							0	0	0	0	0
								506	0	244	471	1,221

CHECK NUMBER 1,221.30

UNIT PRI(407.10 EA

1186102-1

REMOVE STORM SEWER PIPING-PCO # 1

ACCOUNT NO.	DESCRIPTION	QUANTITY	UNIT	UNIT LABOR	UNIT MATERIAL	UNIT EQUIP	UNIT SUB	LABOR	MATERIAL	EQUIP	SUB	TOTAL
	QUANTITY	419.00	LF					0	0	0	0	0
								0	0	0	0	0
	CREW (5 MAN)							0	0	0	0	0
	SEWEW CREW	4.00	HR	675.00		325.00		2,700	0	1,300	0	4,000
								0	0	0	0	0
								0	0	0	0	0
	TRUCKING							0	0	0	0	0
	HAUL OFF PIPE	1.00	LD				207.00	0	0	0	207	207
	DUMP FEE	1.00	LD				105.00	0	0	0	105	105
	15 % FEE	1.00	LS				646.80	0	0	0	647	647
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	THIS IS THE END.							0	0	0	0	0
								2,700	0	1,300	959	4,959

CHECK NUMBER 4,958.80

UNIT PRIC 11.83 LF

2' Dia. INLET WITH TYPE 1 FRAME & GRATE-PCO # 1

ACCOUNT NO.	DESCRIPTION	QUANTITY	UNIT	UNIT LABOR	UNIT MATERIAL	UNIT EQUIP	UNIT SUB	LABOR	MATERIAL	EQUIP	SUB	TOTAL
	QUANTITY	1.00	EA					0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	CREW (5 MAN)							0	0	0	0	0
	SEWEW CREW	0.50	HR	675.00		325.00		338	0	163	0	500
								0	0	0	0	0
								0	0	0	0	0
	MATERIAL							0	0	0	0	0
	FRAME & LID	1.00	EA		325.00			0	325	0	0	325
	RINGS	2.00	EA		50.00			0	100	0	0	100
	BRICKS & MORTAR	2.00	EA		50.00			0	100	0	0	100
	2' DIA. INLET	1.00	EA		350.00			0	350	0	0	350
	BENCH	1.00	EA		150.00			0	150	0	0	150
	BEDDING & BACKFILL	0.50	TN		26.10			0	13	0	0	13
	ADJUST STRUCTURE	1.00	EA	125.00				125	0	0	0	125
	SPOIL REMOVAL	0.78	CY				28.36	0	0	0	22	22
	15 % FEE	1.00	LS				252.78	0	0	0	253	253
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
								0	0	0	0	0
	THIS IS THE END.							0	0	0	0	0
								463	1,038	163	275	1,938

CHECK NUMBER 1,937.95

UNIT PRI(1,937.95 EA

Change Order Request #6

American Grading, Inc.
1345 Wiley Rd
Suite 122
Schaumburg, IL 60173
(847) 895-3203

CLIENT: WB Olson
PROJECT: Lions Community Center
PLANS BY: Williams Architects/V3 — Plans dated: 11/10/23 AFO 1
LOCATION: Villa Park
DATE: 11/30/23

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	
	Excavation for retaining wall only.				
	Excavate and haul off	CY	125	$ 50.00	6,250.00
	NET ADD TO CONTRACT				**$6,250.00**

<u>EXCLUSIONS</u>

1. All IEPA testing and forms by others.
2. No ground thawing, blanketing of ground, or digging thru frozen ground. No winter conditions.
3. No undercuting or removal of unsuitable materials.
4. Proposal scope of work includes only work listed above.
5. No permits/bonds
6. No testing.
7. No removal of contaminated material.
8. All layout by others.
9. No traffic control included.
11. No restoration included.
12. Proposal based on excavation for the retinaing wall 5' wide and 1.5' below grade.

If there are any questions, please call.

Tim Rion

Breezy Hill Nursery Inc.

7530 288th Avenue
Salem, Wisconsin 53168
Office: 262-537-2111
Fax: 262-537-3434
www.breezyhillnursery.com

Date: December 20, 2023

To: Chris Powell, W.B. Olson, Inc.

From: Casey Carr; Breezy Hill Landscaping, Inc.

Re: Lions Recreational Center IFC Plans Cost Impact

Below please find the costs for the wall that was added in the IFC plans.

- 580 sf wall stone @ $12.00; $6,960.00
- 22 tons CA-6 @ $36.00; $792.00
- 44 tons washed stone @ $36.00; $1,584.00
- 1,200 sf geogroid @ $.50; $600.00
- 52 hrs. foreman @ $134.00; $6,968.00
- 104 hrs. laborer @ $120.00; $12,480.00
- 16 hrs. skidsteer @ $45.00; $720.00
- 1 ea. Engineering fee @ $1,500.00; $1,500.00

Net Add: $$31,604.00
10% profit/overhead: $3,160.00
TOTAL ADD: $34,764.00

Please contact me if you have any questions.

MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: January 22, 2024

SUBJECT: Resolution Confirming Approval of the Agreement with Flock Group, Inc. For the Installation and Maintenance of Additional License Plate Reader Cameras

---

RECOMMENDED ACTION:
Resolution Confirming Approval of the Agreement with Flock Group, Inc. For the Installation and Maintenance of Additional License Plate Reader Cameras

BACKGROUND:.
On December 11, 2023, the corporate authorities of the Village passed Resolution No. 23-121, and approved an agreement with Flock Group, Inc. ("Flock Group"), for the purchase of Seven (7) additional LPR Cameras and supporting maintenance, wireless connection, and integration with the Illinois State Police LEADS hot file, in a total amount of Eighty-Seven Thousand Five Hundred and 00/100 Dollars ($87,500.00), for a five-year term upon the terms set forth in that certain Flock Group, Inc. Order Form and Government Agency ("Agreement");

The Agreement was approved by the corporate authorities of the Village in substantially the form as attached to Resolution No. 23-121, allowing for minor changes to the Agreement to be approved by the Village Manager and Village Attorney prior to the Village's execution of the Agreement

Following the passage of the Resolution and prior to the Village's execution of the Agreement, Flock Group identified certain revisions to the agreement that are required by Flock Group with respect to the termination for convenience clause under Section 7 and the limitation of liability provisions under Section 9 of the Agreement.

DISCUSSION:
The revisions to the Agreement proposed by Flock Group, represent a substantial change to the Agreement approved under Resolution No. 23-121, and therefore confirmation of Village Board approval is required.

RESOLUTION NO. __________

A RESOLUTION CONFIRMING APPROVAL OF THE AGREEMENT WITH FLOCK GROUP, INC., FOR THE INSTALLATION AND MAINTENANCE OF ADDITIONAL LICENSE PLATE READER CAMERAS

WHEREAS, the Village of Villa Park (the "Village") is a duly organized and validly existing non home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, on December 11, 2023, the corporate authorities of the Village passed Resolution No. 23-121, and approved an agreement with Flock Group, Inc. ("Flock Group"), for the purchase of Seven (7) additional LPR Cameras and supporting maintenance, wireless connection, and integration with the Illinois State Police LEADS hot file, in a total amount of Eighty-Seven Thousand Five Hundred and 00/100 Dollars ($87,500.00), for a five-year term upon the terms set forth in that certain Flock Group, Inc. Order Form and Government Agency ("Agreement"); and

WHEREAS, the Agreement was approved by the corporate authorities of the Village in substantially the form as attached to Resolution No. 23-121, allowing for minor changes to the Agreement to be approved by the Village Manager and Village Attorney prior to the Village's execution of the Agreement; and

WHEREAS, following the passage of the Resolution and prior to the Village's execution of the Agreement, Flock Group identified certain revisions to the agreement that are required by Flock Group with respect to the termination for convenience clause under Section 7 and the limitation of liability provisions under Section 9 of the Agreement; and

WHEREAS, the revisions to the Agreement proposed by Flock Group, represent a substantial change to the Agreement approved under Resolution No. 23-121, and therefore confirmation of Village Board approval is required.

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

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

SECTION 2: That the corporate authorities of the Village hereby confirm and approve the Government Agency Agreement with Flock Group, Inc., a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION 3: That the Village Manager is hereby authorized and directed to execute the Agreement, and all necessary forms and documents, to effectuate the terms of the Agreement, on behalf of the Village of Villa Park.

SECTION 4: That the corporate authorities reaffirm that the competitive bidding requirements are waived in accordance with Section 2-220(a)(3) of Division 2, of Article II, of Chapter 2 of the Villa Park Municipal Code.

SECTION 5: That this resolution shall be in full force and effect from and after its passage by a two-thirds (2/3) vote of the Village Board and approval according to law.

PASSED this _______ day of ______________, 2024, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _______ day of _________________, 2024

____
Nick Cuzzone, Village President

Attest: ___________________________________
Hosanna Korynecky, Village Clerk

EXHIBIT A

Government Agency Agreement with Flock Group, Inc.

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the Village of Villa Park, IL ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Service creates images and recordings of suspect vehicles (**"Footage"**) and can provide notifications to Agency upon the instructions of Non-Agency End User (**"Notifications"**);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, unless legally required, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock's records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

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

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

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

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

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

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Agency Hardware.

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

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

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

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

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

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

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

1.13 "***Permitted Purpose***" means for legitimate law enforcement purposes, including but not limited to the awareness, prevention, and prosecution of crime, investigations, prevention of commercial harm, to the extent permitted by law.

1.14 "***Retention Period***" means the time period that the Agency Data is stored within the cloud storage, as specified in the product addenda.

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

1.16 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Agency to use the Flock Services.

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

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

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("Service Interruption"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day).

For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

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

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. AGENCY OBLIGATIONS

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

3.2 **Agency Representations and Warranties**. Agency represents, covenants, and warrants that Agency shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

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

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

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

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** This provision is subject to any obligations under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq*). To the extent required by any applicable public records requests, each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Agency and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees.** Agency shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. All payments by Agency will be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/2 *et seq.*). If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Agency of the payment delinquency before exercising any suspension right.

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

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

7. TERM AND TERMINATION

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

7.2 **Termination / Breach.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

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

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

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

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will procure and maintain, for the duration of the Agreement, the following insurance coverages.

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);

2. Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);

3. Professional Liability/Malpractice/Cyber Liability policy; and

4. Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. **Minimum Limits of Insurance.** Flock shall maintain limits no less than:

1. Commercial General Liability: $1,000.000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be $2,000,000 per project.

2. Automobile Liability: $1,000,000 combined single limit per accident or bodily injury and property damage.

4. Worker's Compensation and Employers' Liability: Worker's Compensation limits of $1,000,000 and as Employers' Liability limits of $1,000,000 per accident.

5. Cyber/Online Data Breach Liability Insurance: $2,000,000 General Aggregate.

6. Umbrella Liability: $10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than $10,000,000 per person, per aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officials, employees and volunteers; or Flock shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain the following provisions:

1. **General Liability and Automobile Liability Coverages**

(a) The Agency, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Flock; or automobiles owned, lease, hired or borrowed by Flock. The coverage shall contain no special limitations on the scope of protection afforded to the Agency its officials, employees, and volunteers.

(b) Flock's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the Agency, its officials, agents, employees, and volunteers shall be in excess of Flock's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officials, agents, employees, and volunteers.

(d) Flock's insurance shall contain a severability of interests clause or language stating that Flock's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) Flock's liability insurance policies shall name the Agency as an additional insured, and Flock shall provide a certificate of insurance evidencing said coverage.

2. **All Coverages.** Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits, or allowed to expire, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. **Acceptability of Insurers.** The insurance carrier used by Flock shall have a minimum insurance rating of A VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

F. **Verification of Coverage.** Flock shall furnish the Agency with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the Agency before any work commences. The Agency reserves the right to request full certified copies of the insurance policies.

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

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWENTY FOUR (24) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

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

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Agency, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Agency or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the minimum limits of the insurance required to be maintained by flock pursuant to section 8.5 of this Agreement.

10. INSTALLATION SERVICES AND OBLIGATIONS

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

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

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

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

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

11. MISCELLANEOUS

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

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

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Agency agrees that Agency's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. The federal and state courts sitting in DuPage County, Illinois will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

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

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

11.9 **Feedback.** If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

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

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

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

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

11.17 **Certifications Required by Law.** Flock agrees to execute and comply with the Contractor Certifications attached hereto and marked as Exhibit A. It is agreed among the parties that the assurances contained in the Contractor Certifications are each a material representation of fact upon which reliance is placed by the Village of Villa Park in entering into this Agreement with Flock.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Agency, this ____ day of _____________, 2024.

VILLAGE OF VILLA PARK

By: _________________________________
Nick Cuzzone, Village President

Executed by Flock, this ____ day of _____________, 2024.

FLOCK GROUP, INC.

By: ___________________________________

Name: ________________________________
Title: __________________________________

EXHIBIT A
CERTIFICATION OF CONTRACTOR

The assurances hereinafter made by Flock Group, Inc., (hereinafter the "Contractor") are each a material representation of fact upon which reliance is placed by the Village of Villa Park in entering into the contract with the Contractor. The Village of Villa Park may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, ________________________, hereby certify that I am the ____________________ of
(Name of Owner or Officer) *(Title or Office)*
__________________________________, and as such, hereby represent and warrant to the
(Name of Contractor)
VILLAGE OF VILLA PARK, a municipal corporation, (hereinafter the "Village") that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

(a) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(b) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

(c) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village, that:

(A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

(1) Publishing a statement:

a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

b. Specifying the actions that will be taken against employees for violations of such prohibition;

c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

i. Abide by the terms of the statement;

ii. 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;

(2) Establishing a drug-free awareness program to inform employees about:

a. the dangers of drug abuse in the workplace;

b. the Contractor's policy of maintaining a drug-free workplace;

c. any available drug counseling, rehabilitation, and employee assistance program; and

d. the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

(4) Notifying the Village within ten (10) days after receiving notice under paragraph(A)(1)c from an employee or otherwise receiving actual notice of such conviction;

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

(6) 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;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

(B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

(C) the Contractor is in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;

(D) the Contractor is in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, Contractor may be declared ineligible for future contracts with the

Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

(E) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;

(F) 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 in violation of Section 2-327 of the Municipal Code of the Village of Villa Park;

(G) 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 engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-327 of the Municipal Code of the Village of Villa Park;

(H) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;

(I) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: ____________, 2024 Contractor: ____

By: ______________________________________

__________________, ________________
(Name of Owner or Officer (Title or Office)

STATE OF _____________)
) *ss.*
COUNTY OF ___________)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that ____________________________ known to me to be the ______________________
(Name of Owner or Officer) *(Title or Office)*
of _____________________________________ , appeared before me this day in person and,
(Name of Contractor)
being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: ____________, 2024

Flock Safety + IL - Villa Park PD

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

MAIN CONTACT:
Mike Hutton
michael.hutton@flocksafety.com
8476090201

flock safety

flock safety

EXHIBIT A

ORDER FORM

Agency:	IL - Villa Park PD	Initial Term:	60 Months
Legal Entity Name:	IL - Villa Park PD	Renewal Term:	24 Months
Accounts Payable Email:	dmccann@invillapark.com	Payment Terms:	Net 30
Address:	40 N Ardmore Ave Villa Park, Illinois 60181	Billing Frequency:	Annual - First Year at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$17,500.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	7	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$17,500.00
Annual Recurring Subtotal:	$17,500.00
Discounts:	$17,500.00
Estimated Tax:	$0.00
Contract Total:	$87,500.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$17,500.00
Annual Recurring after Year 1	$17,500.00
Contract Total	$87,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$17,500.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

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

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Government Agency Agreement attached hereto ~~Terms of Service located at~~ ~~https://www.flocksafety.com/terms-and-conditions.~~

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Agency: IL - Villa Park PD**	
By:	______________________	By:	______________________
Name:	______________________	Name:	______________________
Title:	______________________	Title:	______________________
Date:	______________________	Date:	______________________
		PO Number:	______________________

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the Village of Villa Park, IL ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Service creates images and recordings of suspect vehicles (**"Footage"**) and can provide notifications to Agency upon the instructions of Non-Agency End User (**"Notifications"**);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, unless legally required, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock's records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

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

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

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

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

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

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Agency Hardware.

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

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

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

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

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

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

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

1.13 "***Permitted Purpose***" means for legitimate law enforcement purposes, including but not limited to the awareness, prevention, and prosecution of crime, investigations, prevention of commercial harm, to the extent permitted by law.

1.14 "***Retention Period***" means the time period that the Agency Data is stored within the cloud storage, as specified in the product addenda.

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

1.16 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Agency to use the Flock Services.

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

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

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“Service Interruption”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day).

For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

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

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. AGENCY OBLIGATIONS

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

3.2 **Agency Representations and Warranties**. Agency represents, covenants, and warrants that Agency shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

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

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

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

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** This provision is subject to any obligations under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq*). To the extent required by any applicable public records requests, each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Agency and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees.** Agency shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. ~~If acknowledges and agrees that a failure to contact Flock within this period will serve as a~~All payments by Agency will be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/2 *et seq.*). If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Agency of the payment delinquency before exercising any suspension right.

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

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

6.~~4~~ 3 **Taxes.** Agency is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Agency is responsible, the appropriate amount shall be invoice to and paid by Agency unless Agency provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Agency any taxes from which it is exempt. If any deduction or withholding is required by law, Agency shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

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

Commented [SA1]: Flock does not offer termination for convenience.

~~7.2 **Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of $500 per License Plate Recognition (LPR) Camera~~

~~(Flock Hardware). Upon termination for convenience, a refund will be provided for LPR Cameras, prorated for any fees for the remaining Term length set forth previously. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees up to the date of termination. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.~~

7.2 **Termination / Breach.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

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

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

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

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will procure and maintain, for the duration of the Agreement, ~~commercial general liability policies to be provided as Exhibit B.~~the following insurance coverages.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);

2. Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 “any auto” and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);

3. Professional Liability/Malpractice/Cyber Liability policy; and

4. Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability insurance.

B. Minimum Limits of Insurance. Flock shall maintain limits no less than:

Commented [SA2]: Edits made to reflect our current policy. Please note that our Umbrella limit is $10M which should cover any discrepancies.

1. Commercial General Liability: $1~~2~~,000.000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be $2,000,000 per project.

2. Automobile Liability: $1,000,000 combined single limit per accident or bodily injury and property damage.

~~3. Professional Liability: $1,000,000 single limit for errors and omissions, professional/malpractice liability.~~

4. Worker’s Compensation and Employers’ Liability: Worker’s Compensation limits of $1,000,000 and as Employers’ Liability limits of $1,000,000 per accident.

5. Cyber/Online Data Breach Liability Insurance: $2,000,000 General Aggregate.

6. Umbrella Liability: $10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than $10,000,000 per person, per aggregate.

Commented [MW3]: Amended to $10MM based upon your comment above.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officials, employees and volunteers; or Flock shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain the following provisions:

1. **General Liability and Automobile Liability Coverages**

(a) The Agency, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Flock; or automobiles owned, lease, hired or borrowed by Flock. The coverage shall contain no special limitations on the scope of protection afforded to the Agency its officials, employees, and volunteers.

(b) Flock's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the Agency, its officials, agents, employees, and volunteers shall be in excess of Flock's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officials, agents, employees, and volunteers.

(d) Flock's insurance shall contain a severability of interests clause or language stating that Flock's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) Flock's liability insurance policies shall name the Agency as an additional insured, and Flock shall provide a certificate of insurance evidencing said coverage.

2. All Coverages. Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits, or allowed to expire, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. Acceptability of Insurers. The insurance carrier used by Flock shall have a minimum insurance rating of A VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

F. Verification of Coverage. Flock shall furnish the Agency with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the Agency before any work commences. The Agency reserves the right to request full certified copies of the insurance policies.

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

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C)

COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, ~~EXCEED THE MINIMUM LIMITS OF THE INSURANCE REQUIRED TO BE MAINTAINED BY FLOCK PURSUANT TO SECTION 8.5 OF THIS AGREEMENT, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH LIMITATION OF LIABILITY SHALL NOT LIMIT THE AGENCY'S ABILITY TO RECOVER FOR A CLAIM COVERED BY THE INSURANCE REQUIRED TO BE MAINTAINED BY FLOCK PURSUANT SECTION 8.5 OF THIS AGREEMENT.~~ EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWENTY FOUR (24) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

Commented [SA4]: Edits not accepted. For further context, the purpose of this LOL is to allocate the risks and limit potential liability given the competitive pricing structure of Flock's services, which would be substantially higher if Flock were to assume any further liability. Flock has relied on these limitations in determining the price structure of this deal. Consequently, Flock cannot easily open itself to more liability.

Our insurance limits encompass all of Flock's business transactions, therefore we cannot agree to make the limit for any one contract the total of our policy. In the spirit of negotiation, I have doubled the cap, but this is the maximum I can offer.

Commented [SA5R4]: Strike rejected, per my previous comment. 24 months is the maximum we are able to offer.

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

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Agency, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Agency or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the minimum limits of the insurance required to be maintained by flock pursuant to section 8.5 of this Agreement~~exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months~~.

10. INSTALLATION SERVICES AND OBLIGATIONS

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

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

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

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

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

11. MISCELLANEOUS

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

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

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Agency agrees that Agency's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. The federal and state courts sitting in DuPage County, Illinois will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. ~~This Agreement shall be governed by the laws of the state in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located.~~ The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

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

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

11.9 **Feedback.** If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

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

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

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

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

11.17 **Certifications Required by Law.** Flock agrees to execute and comply with the Contractor Certifications attached hereto and marked as Exhibit A. It is agreed among the parties that the assurances contained in the Contractor Certifications are each a material representation of fact upon which reliance is placed by the Village of Villa Park in entering into this Agreement with Flock.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Agency, this ____ day of _____________, ~~2023~~2024.

VILLAGE OF VILLA PARK

By: ________________________________
Nick Cuzzone, Village President

Executed by Flock, this ____ day of _____________, ~~2023~~2024.

FLOCK GROUP, INC.

By: _________________________________

Name: ______________________________
Title: ________________________________

<u>EXHIBIT A</u>
CERTIFICATION OF CONTRACTOR

The assurances hereinafter made by Flock Group, Inc., (hereinafter the "Contractor") are each a material representation of fact upon which reliance is placed by the Village of Villa Park in entering into the contract with the Contractor. The Village of Villa Park may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, ________________________, hereby certify that I am the ____________________ of
(Name of Owner or Officer) *(Title or Office)*
__________________________________, and as such, hereby represent and warrant to the
(Name of Contractor)
VILLAGE OF VILLA PARK, a municipal corporation, (hereinafter the "Village") that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

(a) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(b) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

(c) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village, that:

(A) the Contractor, pursuant to 30 ILCS 580/1 *et seq*. ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

(1) Publishing a statement:

a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

b. Specifying the actions that will be taken against employees for violations of such prohibition;

c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

i. Abide by the terms of the statement;

ii. 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;

(2) Establishing a drug-free awareness program to inform employees about:

a. the dangers of drug abuse in the workplace;

b. the Contractor's policy of maintaining a drug-free workplace;

c. any available drug counseling, rehabilitation, and employee assistance program; and

d. the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

(4) Notifying the Village within ten (10) days after receiving notice under paragraph(A)(1)c from an employee or otherwise receiving actual notice of such conviction;

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

(6) 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;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

(B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

(C) the Contractor is in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;

(D) the Contractor is in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, Contractor may be declared ineligible for future contracts with the

Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

(E) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;

(F) 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 in violation of Section 2-327 of the Municipal Code of the Village of Villa Park;

(G) 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 engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-327 of the Municipal Code of the Village of Villa Park;

(H) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;

(I) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: ____________, ~~2023~~2024 Contractor:

____

By: _____________________________________

__________________ , ______________

(Name of Owner or Officer *(Title or Office)*

STATE OF _____________)
) *ss*.
COUNTY OF ___________)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____________________________ known to me to be the ______________________
(Name of Owner or Officer) *(Title or Office)*
of ______________________________________, appeared before me this day in person and,
(Name of Contractor)
being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: ____________, 2024

MEMORANDUM

TO:	Village Board of Trustees
FROM:	Matthew Harline, Village Manager
DATE:	January 22, 2024
SUBJECT:	Hawthorne EcoTerra Project Presentation

RECOMMENDED ACTION:
Village staff is seeking direction on proceeding with drafting a Restated and Amended Redevelopment Agreement and an extension of the PUD zoning designation.

BACKGROUND:
At a Teams meeting on Wednesday, January 10th attended by the Hawthorne team and the Village team, including our attorney Melissa Wolf, we determined that we are at an impasse that required additional direction by our Board of Trustees. The impasse is that the Hawthorne team cannot provide full proof of financing without obtaining a bridge loan that requires a new Redevelopment Agreement, and we are not authorized by our Board to bring forward an RDA without proof of full funding and the accessory documentation.

Staff firmly believes that at this point, any solution, even if we had a fully completed and negotiated RDA for the meeting on Monday, will require an extension of the zoning. Based on the best information provided by Hawthorne, even if the RDA were approved Monday, January 22, and the bridge loan obtained, the best-case scenario for actually obtaining the funding and permits would be at the current deadline. Therefore, the Board should be aware that authorization would also mean that the Board of Trustees would need to be willing to consider a zoning extension when authorizing us to complete a new RDA without full proof of funding.

DISCUSSION:
Hawthorne has been invited to present their case for creating a new RDA without having all of the funds fully available at the time of signing.

MEMORANDUM

TO:	Village Board of Trustees
FROM:	
DATE:	January 22, 2024
SUBJECT:	Acceptance of the Minutes from November 14, 2023 Parks and Recreation Advisory Commission Meeting.

RECOMMENDED ACTION:
Acceptance of the Minutes of the Parks and Recreation Advisory Commission Meeting held on November 14, 2023.

BACKGROUND:

DISCUSSION:

MINUTES OF PARKS & RECREATION ADVISORY COMMISSION
November 14, 2023
ROOM 11 AT THE IOWA COMMUNITY CENTER
338 N. IOWA AVE, VILLA PARK ILLINOIS

COMMISSIONERS: S. Bousum, S. Collentine, C. Murphy, D. Noxon, M. Storino, C. Tucker, R. Pazar
PARKS & RECREATION LIASON: Director G. Gola
VILLAGE BOARD LIAISON: J. Cordova
COMMISSION CHAIRPERSON: S. Bousum
COMMISSION VICE-CHAIR: C. Tucker
SECRETARY: M. Storino
RECORDER OF MINUTES: Y. Clark

1) **CALL TO ORDER:** Chair Bousum called meeting to order at 7:11pm.
   ROLL CALL: C. Tucker, S. Collentine, D. Noxon, C. Murphy, R. Pazar, S. Bousum
2) **PUBLIC COMMENTS ON AGENDA ITEMS:** N/A
3) **AMENDMENTS TO THE AGENDA:** N/A
4) **APPROVAL OF MINUTES:**
   Motion for the approval of the October 10, 2023, meeting minutes was made by Comm. Noxon and second by Comm. Tucker. Acclamation vote was taken with all ayes.
5) **DEPARTMENT STAFF UPDATES:**
   a) ***Recreation Division- Assistant Director Gina M. Racanelli:***

EARLY CHILDHOOD
- Upcoming caps available:
    - Mini Adventure Fall Camp: Tuesday, November 21 and Wednesday, November 22.
    - Mini Adventure Winter Break Camp: Tuesday, December 26-Thursday, December 28 and Tuesday, January 2-Thursday, January 4

YOUTH
- Fall camp: Monday-Wednesday November 20-22.
    - We will travel to the Altitude Trampoline Park.
    - We currently have 6 participants enrolled.
- Winter Break Camp: Tuesday, December 26-Friday, January 5.

SENIORS
- 22 programs offered, 311 registered.

BASKETBALL
- 159 participants registered for Conquer the Court 3v3 Youth Basketball League (118 participants in 2022 at this same time).
- Preseason games at Willowbrook High School begin Saturday, November 18.
- Grades 6-8 will participate in the Intervillage 5v5 league starting in January.

FALL / WINTER EVENT UPDATES
- Halloween Happenings
    - Friday, October 20, 2023, at Iowa Community Center
    - Co-sponsored by Villa Park Lions Club
    - 17 community Groups registered to set-up scenes for trick-or-treating (16 in 2022)
    - 96 registered (130 in 2022) for indoor entertainment.
    - 350 participants for the outdoor portion of the event (200 in 2022)

- Scarecrow Decorating Contest
    - 14 registrations (18 in 2022)
    - 6 scarecrows displayed at Village Hall from October 24-November 7.
    - Feedback received is that people like decorating their home Vs. putting at VH.
    - The winner will be featured on the cover of the 2024 Fall Winter brochure.

- Holiday Train Ride
  - Saturday, December 2
  - 125 participants (121 in 2022)
  - Full, with an active waitlist
- Pictures with Santa Paws
  - Wednesday, December 6, 4:30-5:30 pm, held at the Depot at Cortesi Veterans Memorial Park
  - 19 participants registered as of 11/14 (13 in 2022)
- Visit with Santa
  - Saturday, December 16, 10-12 pm
  - 16 participants registered as of 11/14 (18 in 2022)
- Phone Calls from Santa
  - Tuesday, December 12 at 5 pm
  - 5 participants registered as of 11/14 (1 in 2022)
- Winter/Spring Program Brochure
  - production is in the second round of proofs.
  - programs running from January through May 2023.
  - Staff are working on integrating new software CivicRec for launch date 12/5.
  - Letters to VPPR participants will be emailed the week of November 20.
- The Princess Ball is returning to the Elm West in April. Mom Son Night is returning to the Sugar Creek Golf Course in May.
- Reserved COD Pool for Lifeguard class scheduled for April/May 2024

b) Parks, Buildings & Grounds Division- Superintendent Brian Roche:

- Current/Completed Park and Facility Projects
  - Facility Assessments
    - Continue working with Kluber to complete facility assessments of Village buildings.
    - Initial architectural evaluations have been completed as well as drone flyovers of exteriors and roofs.
    - Working to coordinate engineering evaluations in early December.
    - Hoping to have the final assessment report by the end of the year or early 2024, it will then be presented to the commission and Village Board.
  - Jefferson Pool Improvements
    - New water chemistry controllers installed in both pools, old controllers were phased out and parts were not available, new controllers are easy to operate, will also be able to connect to internet and control with a smartphone.
    - New acid rite acid feed system
    - Baby pool main filter pump is being replaced as the old one received repairs that withstood the season but will not last into the next.
    - We have ordered new Funbrellas for the concession area which will be installed next spring for the 2024 season, we are also looking to order the two remaining large Funbrellas on the pool decks in winter/spring to replace them as well before the 2024 pool season.
    - We have also ordered new lifeguard chairs/stands, the existing chairs were older and continued to see increased maintenance to keep them clean and safe for

use, they have reached the end of their useful life, new chairs are made of recycled plastic and will be easier to clean and maintain.
    - Pending budget approval, looking to install a liner in the main pool at Jefferson in the fall of 2024 after the pool season.
  - Memorials
    - Completed memorial installations of 3 benches and 4 trees, 1 tree at Westland Park and remaining all on Prairie Path.
  - Joyful Traditions
    - Currently setting up for Joyful Traditions along the Prairie Path
    - Staff are working to inspect all light poles and outlets, install stakes at each pole, install a tree at each post, wrap lights around each post, and decorate the building, shelter, and trees in the area of the Prairie Path at Ardmore Ave
    - Hoping to have everything set up this week and will inspect everything this week and next for operation and before the holiday when volunteers will decorate their trees.
  - November List
    - Staff are working to complete our annual November list, items including winterizing irrigation systems and drinking fountains, takedown and storing of sporting equipment, Park and equipment snow season prep, facility winter prep, and turf care.
    - Drinking fountains have been shut down for the season. Drinking fountain on the Prairie Path at Harvard and Park (fish park) was broken, we have ordered a new fountain which looks similar to the one at Ardmore, look for it to be installed in spring of next year.
- Upcoming Projects
  - Prior to each winter, Parks evaluates Village buildings for needed maintenance and repairs, we coordinate with each department to complete these larger project items over the winter months, we are currently evaluating needs to discuss with departments to setup our project list.

***c) Director's Report- Director Gola*:**
Joyful Traditions is coming up! Get your tree directly through the Villa Park Chamber of Commerce. The Chamber has a new director, we will send her contact information to anyone who needs it. Thank you to everyone who came out to the groundbreaking at Lufkin Park! Budget workshop happened in October, budget was sent to the board for approval.

6) BUSINESS:

a) Lufkin Park
Finalizing permits and waiting for civil engineering to be completed to begin hook-up of restroom and spray pad. Two big trees that were originally planned to be kept had to be removed as they each had a big split down the trunk. An updated schedule can be posted once permits are received.

b) Lions Recreation Center
Staff continues weekly meetings with construction company. Some of the completed work includes excavated the elevator pit, footings, and program space area, poured parameter footings, foundation and walls. They will be installing below grade plumbing this week, site utilities, and frame and pour the elevator pit and walls as well as backfill the foundation walls. A visit after 5pm for the commissioners can be arranged if requested.

Where will the ice rink be placed this year? Jefferson.

7) **PUBLIC COMMENTS ON NON-AGENDA ITEMS**: N/A

8) **COMMISSIONER COMMENTS:**
- Comm. Pazar: *No comment*.
- Comm. Noxon: *Happy Thanksgiving to all!*
- Comm. Collentine: *Happy Thanksgiving!*
- Vice Chair Tucker: *What is the PRAC budget used for? The monthly meeting minute recorder, name plates, etc., and educational workshops for commissioners if interested.*
- Comm. Murphy: *Happy and safe thanksgiving!*

9) **CHAIRPERSON COMMENTS:** *Following up on the budget question, does the recording (on YouTube) get paid out of this budget or a general budget? It does not get paid out of this budget.*

10) **VILLAGE STAFF COMMENTS:**
- Assistant Dir. Racanelli*: Happy Thanksgiving!*
- *Superintendent Brian Roche: Happy Thanksgiving!*
- Director Gola: *Happy Thanksgiving!*

11) **ADJOURNMENT:** Chair Bousum called for meeting to adjourn at 8:00pm. Comm. Noxon made motion and was second by Comm. Collentine. Acclamation vote was taken with all ayes.

NEXT MEETING: December 12, 2023.

MEMORANDUM

TO:	Village Board of Trustees
FROM:	
DATE:	January 22, 2024
SUBJECT:	Acceptance of the Minutes from October 24, 2023 Community F.U.N. Commission Meeting.

RECOMMENDED ACTION:
Acceptance of the Community F.U.N. Commission Minutes from the October 24, 2023 Meeting.

BACKGROUND:

DISCUSSION:

F.U.N. Commission Meeting minutes from Tuesday, October 24, 2023 held at the Village Hall, Committee of the Whole Room, 20 S. Ardmore Avenue, Villa Park, IL 60181.

1. Call to order: 5:32 pm. Roll Call: Mary Brunner-Hintze, Eliza Diederich, Kathy Halloran, Carla Graf, David Samples and Junior Commissioner Azana Jackson

2. Public Comments on Agenda Items – none

3. Amendments to the Agenda – none

4. Approval of Minutes – Minutes were approved from September 26, 2023 meeting. Eliza motioned and Carla seconded

5. Business
   a. Discussion re: Next Letter of Appreciation recipient. Mary suggested Suzanne McVey from the Village for her assistance to our commission with our presentations at the Village Board Meetings. The F.U.N. Commission was in agreement. Mary will do the letter.

6. Public Comments on Non-Agenda Items. Cheryl Tucker commented on how we are contacting/nominating houses regarding Halloween decoration contest. She commented there is some confusion. Houses can be nominated on our facebook page or by e-mail, sending pictures and address. Any house can be nominated by anyone.

7. Commissioner Comments – Kathy commented that our F.U.N. commission discussion of duties be put on the next meeting agenda

8. Chairman Comments – acting Chairman, Mary, had no comments

9. Village Board Liaison Comments – Trustee Alfano wanted to encourage our attendance at the Lufkin groundbreaking ceremony which will be held at Lufkin on Thursday, 10/26/23 at 5:30 pm.

10. Village Staff Comments – Gina Racanelli commented that Brewfest was a success

11. Adjournment – meeting was adjourned at 5:46 pm.