

## A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JUNE 13, 2022 AT 6:30 P.M. 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

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

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL-IN NUMBER:

Dial-in Phone Number: 312-626-6799

Meeting ID: 825 1969 2658

Written Public Comments Can Be Submitted By 6:15 P.M. on June 13, 2022, to [shalloran@willowbrook.il.us](mailto:shalloran@willowbrook.il.us)

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (Approve)
  - b. [Minutes - Regular Board Meeting - May 23, 2022 \(APPROVE\)](#)
  - c. [Minutes - Special Committee of the Whole Meeting - May 23, 2022 \(APPROVE\)](#)
  - d. [Warrants \\$582,896.04](#)
  - e. [RESOLUTION NO. \\_\\_\\_\\_\\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND ACCEPTING A PROPOSAL FROM CDW GOVERNMENT FOR THE PURCHASE OF ONE \(1\) GETAC A140 G2 TABLET COMPUTER, SIX \(6\) GETAC F110 G6 TABLET COMPUTERS, AND MISCELLANEOUS ACCESSORIES/WARRANTY, AT A COST NOT TO EXCEED TWENTY-SIX THOUSAND SIX HUNDRED NINETY-ONE AND 16/100 DOLLARS \(\\$26,691.16\) \(ADOPT\)](#)

f. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE AMENDING SECTION 5-1-1 ENTITLED "CREATION AND COMPOSITION OF DEPARTMENT", OF CHAPTER 1, ENTITLED "POLICE DEPARTMENT", OF TITLE 5 ENTITLED "POLICE REGULATIONS", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS (PASS)

NEW BUSINESS

6. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK FOR INITIAL AND FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH WILLOWS CENTER WATERMAIN INSTALLATION IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)

7. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE AMENDING SECTION 3-12-5 ENTITLED "CLASSIFICATIONS," OF CHAPTER 12 ENTITLED "LIQUOR," OF TITLE 3 ENTITLED "BUSINESS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)

8. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE BURR RIDGE PARK DISTRICT TO PROVIDE RECREATIONAL PROGRAMS AND RECREATIONAL SERVICES TO THE VILLAGE OF WILLOWBROOK (ADOPT)

9. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AN AGREEMENT WITH ACTIVE NETWORK, LLC TO PROVIDE PAYMENT PROCESSING AND SECURITY COMPLIANCE TO THE VILLAGE OF WILLOWBROOK (ADOPT)

10. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD OF POLICE COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF SERGEANT WITHIN THE VILLAGE POLICE DEPARTMENT (ADOPT)

11. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE BEING THE ANNUAL APPROPRIATION ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE PURPOSES FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023 (PASS)

PRIOR BUSINESS

12. TRUSTEE REPORTS

13. ATTORNEY'S REPORT

14. CLERK'S REPORT

15. ADMINISTRATOR'S REPORT

16. MAYOR'S REPORT

17. EXECUTIVE SESSION

Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees authorized by 5 ILCS 120/2 (c)(2).

18. ADJOURNMENT

MINUTES OF THE MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MAY 23, 2022, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

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

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Mayor Frank A. Trilla.

2. ROLL CALL

Those physically present at roll call were, Mayor Frank A. Trilla, Village Clerk Deborah Hahn, Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal and Gregory Ruffolo, Village Attorney Michael Durkin, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Assistant to the Village Administer Alex Arteaga, Director of Parks and Recreation Dustin Kleefisch, Chief Robert Schaller, Deputy Clerk Christine Mardegan, Chief Financial Officer Michael Rock and Municipal Services Foreman AJ Passero.

Present via conference call, Director of Community Development Michael Krol.

Absent: Deputy Chief Lauren Kaspar.

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Dustin Kleefisch to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented and no written comments were received.

5. OMNIBUS VOTE AGENDA

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

a. Waive Reading of Minutes (APPROVE)

b. Minutes - Regular Board of Trustees Meeting - May 9, 2022  
(APPROVE)

- c. Warrants - \$506,752.93
- d. RESOLUTION NO. 22-R-25 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK REGARDING THE REVIEW OF CLOSED SESSION MINUTES (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 6. RESOLUTION NO. 22-R-26 - A RESOLUTION AUTHORIZING THE PURCHASE OF UNTREATED ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK FOR THE 2022/2023 WINTER SEASON(ADOPT)

Foreman Passero presented the County of DuPage solicited bids through their Central Management Services for untreated rock salt. Morton Salt INC was the lowest bid this year with a cost of \$75.88 per ton, down from \$81.13 per ton last year. The Village currently has approximately 580 tons of untreated rock salt in our salt dome as of May 1, 2022. The salt program for the Village is targeted at 900 tons of untreated salt to be ordered for the year. The Village is required to take 80% of the order with the option to take 130% of the quantity ordered.

The cost of the untreated rock salt is \$75.88 per ton, which would be \$54,633.60 for 720 tons (80% of the order). At 100% of the order (900 tons), the amount would be \$68,292.00. The amount budgeted for rock salt for 2022/23 is \$85,000.

Mayor Trilla asked if the price was locked in. Foreman Passero stated it was.

Trustee Mistele asked if we have the capacity for the salt. Foreman Passero responded yes, and we have about 550 tons in there now.

MOTION: Made by Trustee Berglund and seconded by Trustee Astrella to adopt Resolution 22-R-26 as presented.

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

MOTION DECLARED CARRIED

7. MOTION TO APPOINT BENJAMIN KADOLPH TO BE A DEPUTY CHIEF FOR THE VILLAGE OF WILLOWBROOK (PASS)

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to allow the Village to hire Benjamin Kadolph for the Deputy Chief of the Village of Willowbrook Police Department.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

9. ATTORNEY'S REPORT

Attorney Durkin had no report.

10. CLERK'S REPORT

Clerk Hahn had no report.

11. ADMINISTRATOR'S REPORT

Administrator Pabst asked the Assistant Administrator to present the Mayor with a gift from the Village employees, Police employees, and elected officials. Mayor Trilla thanked everyone for the gift.

The Gateway signage is done and there are new signs throughout the Village. Assistant Administrator Halloran and Foreman Passero did a lot of work to get this project completed.

Assistant Administrator Halloran added that TGM sign (on southbound Route 83) is the last sign to be installed but we are waiting on the easement agreement. This agreement should be on the next board agenda and the sign will be up in June or July.

The Parks and Recreation signs and the Village Hall sign should be in by the end of July. Assistant Administrator Halloran asked Foreman Passero to give an update on the Garfield Road Sidewalk Project. Foreman Passero shared that the project is completed with the exception on the landscaping and the section between the two driveways needs to be completed. The residents have requested that we wait to repair the driveways until after the holiday weekend.

## 12. MAYOR'S REPORT

Mayor Trilla thanked Foreman Passero for completing the work on the Garfield Road sidewalk. The bid was 50% lower than the original bid two years ago.

The Mayor complimented the Village Administrator on the incredible work done on the municipal bond process. A few years ago, the Village floated a bond with an interest rate of 3% and today, in a much more tumultuous economy and marketplace, we have a rate of 3.61%. The Administrator's suggestion to seek out investors in the private market made this rate possible resulting in a \$380,000 savings to the Village. Many thanks to him on behalf of the residents and Board members. He continues to do a great job.

As we look forward to our next project, the Economic Development Partnership (EDP) we spoke about earlier, if we move forward with that, we are very fortunate to have the Village Administrator willing to run that board in the future. Our Village Administrator has an incredible amount of talent and is constantly sought out by other officials in the surrounding areas. I hope there is no trepidation about his work for this board going forward.

I am also happy to be back and welcome our newest team members, Assistant to the Village Administrator Alex Arteaga and Director of Parks and Recreation Dustin Kleefisch. Our team is growing, building an infrastructure of human resources to support our leadership, and is focused on all the right things.

In our tenure here, almost 10 years, some individuals longer, our progress is incredible and I'm very proud of the team we have built. We continue to stay focused on all the right things.

A reminder that June 1, 2022, I will be presenting the State of the Village update.

The Village has once again, received a triple A bond rating. Although we have become blasé about this, having received it for the past 10 years, this is an outstanding accomplishment. This rating allowed us to not only go forward with the bond issuance, but also receive a competitive rate. Additionally, our accreditation feedback notes included no negative comments. This is a credit to the Finance team and Village staff.

12. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund adjourn the Regular Meeting at the hour of 6:45 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2022.

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Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES COMMITTEE OF THE WHOLE OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MAY 23, 2022, AT 5:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

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

1. CALL TO ORDER

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

2. ROLL CALL

Those physically present at roll call were Mayor Frank A. Trilla, Village Clerk Deborah Hahn, Village Trustees Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, and Greg Ruffolo, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Director of Parks and Recreation Dustin Kleefisch, Chief Robert Schaller, Deputy Clerk Christine Mardegan, Municipal Services Foreman AJ Passero and Chief Financial Officer Michael Rock.

Present via conference call, was Director of Community Development Michael Krol

Absent: Village Trustee Mark Astrella, Deputy Chief Lauren Kaspar, Village Attorney Thomas Bastian

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Willowbrook Police Officer Piotr Opacian to lead everyone in saying the pledge of allegiance.

4. VISITOR'S BUSINESS

None presented and no written comments were received.

5. DISCUSSION - DISCUSS CREATION OF WILLOWBROOK ECONOMIC DEVELOPMENT PARTNERSHIP (WEDP)

Administrator Pabst indicated that the topic has been brought before the Board in the past and is being brought up again now that the TIF has been instituted and the bond issuance is moving forward. As an update, he indicated that the Village was able to secure a true interest rate for a \$9 million tax-exempt series of bonds at 3.6% and, for the taxable \$1 million bond issuance, at 2.69%, saving the Village \$384,000, by going to the private market instead of the public market.

In this atmosphere, we have an opportunity to move forward with the economic office development, like many other local communities.

An Economic Development Partnership (EDP) is an independent, not-for-profit business development and marketing organization that will undertake initiatives to pursue quality economic development in the Village.

The purpose of an EDP is to:

- Provide stronger & more strategic emphasis on economic development.
- Facilitate interaction between staff and our business community.
- Enhance relationships and communication with the business community.
- Have a broader representation from Willowbrook organizations and businesses.

We already have had discussions on upcoming, new economic development. Administrator Pabst indicated that he had brought the Mayor in on most of the initiatives. Some of them are exciting opportunities for the TIF district. Word has gotten out and the Village has been approached as to what we can and will do with the district. No specific information has been provided.

Downers Grove and Westmont are able to maintain a level without announcing prematurely to the market who or what is coming and thereby drive up real estate prices. As a separate entity, the EDP can:

- Provide stronger & more strategic emphasis on economic development.
- Facilitate interaction between staff and the business community.
- Maintain high visibility and alignment with the business community and economic growth.
- Serve as the "salesperson of the Village", offering networking potential.
- Establish a direction and stability for the business community that allows the Village to be proactive and long-term focused.
- Allow the Village to be proactive, long-term focused and build retention and attraction programs.
- Offer a more confidential setting for sensitive business conversations.
- Provide the Board with a broader representation from the business community.

The structure is what we mentioned earlier although it can be modified. It will be a private 501(c)(6) (A 501(c)(6) organization is a tax designation for a business association such as a chamber of commerce) once the articles of incorporation are filed with the State and approved which can take some time. The design and structure closely matches what other local communities have done.

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

- Three Governmental Directors consisting of:
  - The Mayor of Willowbrook.
  - One Trustee of the Village Board of Willowbrook appointed by the Mayor.
  - The Village Administrator of Willowbrook.
- Four At-Large Directors consisting of the following members:
  - Initially, the Village Board will appoint the At-Large Directors. Subsequently, the At-Large Directors will be elected by the EDP Board.
  - At-Large Directors may serve up to three consecutive terms.
  - Each term is two years.
  - The qualifications for an At-Large Director shall be an individual who either resides or works in Willowbrook or is employed by a person, entity, or organization that maintains a business in Willowbrook.

The board would consist of a chairman, vice-chairman, treasurer, and secretary of the board, all selected by the board. The EDP board would also select an Executive Director who would report directly to the EDP board and would be responsible for the day-to-day management of the EDP.

The proposed WEDP structure would include the Board of Directors meeting as deemed necessary and with an agenda set by the board

The responsibilities of the EDP Board will include:

- Review, evaluate and recommend incentive requests.
- Evaluate the financial/economic performance of the Village.
- Review forecasted long-term plans and economic trends.

- Suggest tools and policies that would foster long-term economic health of the Village.
- Work with the Planning Commission and Village staff to craft the economic development future of the Village.
- Assimilate business and economic information.

There is a great deal to be done to set this up, including setting benchmarks and strategies.

Administrator Pabst indicated he had been involved on the private side as a 501(c)(6) and on the public side as well. Private side offers a better environment for attracting people. The responsibility of the board will be to evaluate and recommend incentive requests. Monies are not simply given to whomever asks for TIF. The EDP board would review and forward incentive requests to the Village Board of Trustees based on an analysis of the total request, specifically for its economic benefit to the Village.

We're ready to move on to our next steps.

- Meet with legal counsel May 2022
- Present concept to stakeholder groups
  - Village Board November 8, 2021/May 23, 2022
  - Chamber of Commerce June 2022
- Identify prospective Board members Summer 2022
- Create WEDP structure (BoT approval) Summer 2022
- Hire WEDP CEO Summer/Fall 2022

Administrator Pabst concluded his presentation and asked for questions.

Trustee Mistele asked if there is any compensation for being on this board. The Administrator replied no, all voluntary, other than the paid Executive Director position, similar to a Chamber of Commerce board.

Trustee Mistele reiterated some of the major objectives previously identified, e.g., drainage along Executive Drive and under I55, and wanted to ensure that these items were identified in the outline. Administrator Pabst clarified that the EDP is more about attracting and retaining business in the Village of Willowbrook rather than specific projects. The EDP would work with the Village, particularly with the Community Development office, in order to achieve the best results.

Administrator Pabst reiterated that the EDP would have no authority to spend the Village's money. Any desired spending would require the approval

of the Village Board of Trustees. Every TIF application must be approved, by law, by the Village Board of Trustees. No other entity can authorize spending of TIF funds other than the Village Board.

Trustee Davi asked how many prior TIFs had been created in the Village and how many WEDPs? Administrator Pabst indicated that only one TIF had been created in the past, for the Willowbrook Town Center location and that there had never been an EDP created. Trustee Davi asked what the advantage was to create it at this time.

Mayor Trilla replied that one major advantage of creating an independent entity for economic development, is that it allows investors to present their plans for development privately as opposed to publicly as when presented to the Village Board. Any information presented to the Board is subject to (the) FOIA (*Freedom of Information Act*) and thereby becomes part of the public record. For business owners and developers, this would allow competitors and others to be made aware of their plans.

Administrator Pabst added that another advantage is that it offers a dedicated group focusing on economic development, rather than piecemeal handling as at present, with no dedicated staff or resources. Again, implementing an EDP is strictly up to the board.

Trustee Davi asked the Mayor if there was a plan to have a discussion in Executive Session. The Mayor indicated there wasn't, but it could be done, and Trustee Davi felt that the discussion should continue in an executive session. Since the Village has never done something like this, it should progress slowly.

Trustee Mistele provided a historical perspective on the TIF created 30 years ago from the area between the old bowling alley (Plainfield Road) to Portillo's (Route 83). The Village took a low-key approach, waiting for properties to become available, dealing with approximately 12 different landowners to pull all the property together before the Village was able to get it developed. Willowbrook has done it before; the goal being to create an economic engine, i.e., sales taxes, to support the village and eliminate property taxes. So far, this goal has been met. This particular approach is a different animal. The Village keeps an open mind and listens to different ideas on the types of business being developed and the uses for individual buildings. This TIF opens the door to a lot more of that.

Trustee Davi asked if Trustee Mistele was comfortable with the information and whether he felt the need to discuss this in executive session, to create this entity that's never been done before? Trustee Mistele indicated that the only need he sees for an executive session would be for personnel issues, for hiring a director.

Village Administrator Pabst indicated that the management of an EDP can be done either in-house or contracted out. Downers Grove is one community that has done it both ways and has now returned to an out of-house / private 501c6 program. Trustee Davi wanted to know if there are other local communities with an EDP. Administrator Pabst identified Westmont as another village with an EDP.

Administrator Pabst advised that the TIF gives you unique opportunities to create incentives for the business owners and to attract strong, new businesses. Whether the Village wants to create an EDP in-house or contracted, he would strongly recommend having someone dedicated to the management of the TIF district.

Trustee Davi stated the positions are all voluntary, save one, the director. Trustee Berglund asked what the salary would be? Administrator Pabst indicated in the proposed model it would be a part time job with \$90,000 budgeted, and a part-time secretary. Other towns have full time staff, but the idea for Willowbrook would be to start slowly. He again reiterated that this is only a proposal for the Board to consider.

Village Administrator Pabst continued that his strong recommendation is to hire someone to manage the TIF, through the EDP, and it can make the difference in millions of dollars. He fields calls from various managers and mayors who get themselves in trouble regarding the management of their TIF districts, thinking it will run on its own, ending up in trouble, whether by losing out on opportunities or failing to file state mandated paperwork.

Trustee Mistele wanted to ensure that the Village can proceed with our projects, such as the drainage issue. Mayor Trilla confirmed that yes, that project is 50%-60% of the bond just issued, for infrastructure, and has nothing to do with the EDP.

Trustee Neal remarked that at previous meetings covering the EDP, the comment had been made, "That's what I like about this", indicating that

none of the business of the EDP was "FOIA-able" (*subject to the Freedom of Information Act*).

She indicated she had received three calls about that comment wondering if the Village was "trying to pull a fast one" by making the comment that what was liked was that nothing was "FOIA-able". Trustee Neal stated that government should be transparent on a local level, especially with what we're dealing with right now. She believes that when phrases like that are used, we need to be very aware of what that sound like to others. A phrase like this can make members of the public very nervous.

Both Mayor Trilla and Administrator Pabst noted that with high stakes business deals, the business owners appreciated being able to deal with a non-government entity to ensure confidentiality and privacy. Mayor Trilla agreed that his own phrasing could be better and that he would take Trustee Neal's comments under advisement.

Trustee Mistele noted that before any decisions, whether for spending or a contract negotiated by the EDP, would eventually come before the Village Board for approval and would then, at that time, become part of the public record.

#### 6. PRESENTATION – POLICE PRESENTATION – TAC UNIT ACTIVITY

Chief Schaller began his presentation indicating that, as the Board is aware, the police department began a TAC Unit. Two of the officers are with us tonight, Officer Matthew Vanderjack and Officer Piotr Opacian.

I want to provide you with a six-month overview of the unit's activity since they've been enforcing and hotel interdictions within the business district and our hotels.

Chief Schaller referred to the data in the tables below:

ENFORCEMENTS							
	November	December	January	February	March	April	May
Felony Arrests	1	1			1	1	
Misdemeanor Arrests	3	16		2	1	4	1
Warrant Arrests Transport	1	3		1			
Warrant Arrests No Transport					2	2	
Village Ord. Tickets							3

	November	December	January	February	March	April	May
Citations	15	28		6	10	14	
Written Warnings	14	17		5	7	11	5
Parking Tickets		4					

PROACTIVE / PREVENTION							
	November	December	January	February	March	April	May
Suspended Persons/Vehicles	4	5		2	9	1	1
Traffic Complaint Area							
Crime Located Before Reported		2					
Bike Patrol							
Hotel Interdiction	6	12		2	14	1	1
Investigative Assistance	4	11		2	3	1	

Since the inception of this unit there have been 4 felony arrests, 27 misdemeanor arrests, 59 written warnings. Written warnings are issued as a result of traffic stops, stopping vehicles and being aggressive in searching the vehicles for drugs and guns. In this time period, two guns were recovered in traffic stops.

Thirty-six hotel interdictions occurred in this time period. These officers spent a vast amount of time in the hotels. During this time, five vehicles fled the officers. Although the police department does not pursue these vehicles, it is important to note that there is crime in these hotels, and this unit is attacking it head on.

The officers work non-stop. Working in conjunction with investigations, they are currently involved in 21 ongoing investigations, in addition to their activity on the street.

During this time period, 22 drivers with suspended licenses were arrested, which is heavy traffic enforcement. In the Chief's experience, traffic enforcement always leads to arrests.

Trustee Mistele offered his thanks for the officers' and department's efforts.

Chief Schaller added that these officers not only work in Willowbrook but with other tactical officers throughout the western suburbs to network

and share information, ultimately helping the Village of Willowbrook and our enforcement. What has been discovered is, that no matter where you are in the state, hotels breed crime.

A Trustee asked for more information on the "no pursuit" policy. Chief Schaller clarified that the police can't pursue for forceable felonies. The officers are trained, that even with a forceable felony, before you can pursue, other factors must be taken into consideration: rush hour or heavy traffic conditions, the possibility of causing an accident, injuring anyone, etc. Any of these factors may determine the pursuit is not worth the risk.

Although it is difficult for the officers to "throttle back" and not pursue, with constant training and supervisors who are attuned to what's going on, pursuit can be limited. What helps is the ability to network with other forces to provide information on fleeing suspects, as well as the implementation of additional license plate readers.

Trustee Berglund asked if the crime levels had gone up because of this. Chief Schaller said, no, crime is being found and attacked before crimes being committed.

Trustee Davi asked if the Chief was pleased with the performance of the unit. The Chief agreed wholeheartedly; that he was extremely pleased.

Chief Schaller also provided an update on the officer currently assigned to the DEA (*Drug Enforcement Agency*). Since Officer Joaquin Silva was assigned to the DEA in March (2022), his group has recovered 13 kilos of cocaine, 1 kilo of heroin, and seized over \$256,000. As Officer Silva gains experience, these numbers will most like go up.

Trustee Neal asked about the incident where an AR pistol was seized. Chief Schaller deferred to Office Opacian for details.

Officer Opacian described the traffic stop of a Taurus on Route 83 after observing the vehicle driving erratically. After asking if there were illegal drugs or guns in the car with a negative response, and observing cannabis in the driver's lap, the driver and his 15-year-old son were taken out of the vehicle and the officers searched the vehicle. The gun was found where the son had been sitting in the front seat. The driver is a convicted felon and was charged with aggravated unlawful use of weapons.

Officer Vanderjack added that this person has also previously made threats against a Willowbrook resident to shoot him. He is a person with a tendency toward violent crimes along with previous gun charges.

The Mayor and Trustees thanked and congratulated the officers.

7. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adjourn the Regular Meeting at the hour of 6:03 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2022.

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Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

## W A R R A N T S

June 13, 2022

GENERAL CORPORATE FUND	-----	\$360,512.39
WATER FUND	-----	\$205,003.65
POLICE PENSION FUND	-----	\$3,255.00
CAPITAL PROJECT FUND	-----	14,125.00
<b>TOTAL WARRANTS</b>	<b>-----</b>	<b>\$582,896.04</b>

Michael Rock, Director of Finance

APPROVED:  
Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/25/2022		APCH	98651#	RBH CONSTRUCTION, LLC	MAINTENANCE - BUILDING	466-228	10	7,200.00
					MAINTENANCE - SALT BINS	725-414	35	1,500.00
					CHECK APCHK 98651 TOTAL FOR FUND 01:			8,700.00
06/13/2022		APCH	98653	ADOBE SYSTEMS INC	EDP LICENSES	460-263	10	15.93
06/13/2022		APCH	98656	BLACK GOLD SEPTIC	MAINTENANCE - GARAGE	725-413	35	425.00
06/13/2022		APCH	98657	BLAKE HUNTLEY	UNIFORMS	630-345	30	86.78
					UNIFORMS	630-345	30	88.69
					OPERATING EQUIPMENT	630-401	30	109.33
					CHECK APCHK 98657 TOTAL FOR FUND 01:			284.80
06/13/2022		APCH	98658	BRIGHTER ELECTRIC	MAINTENANCE - BUILDING	466-228	10	285.00
06/13/2022		APCH	98659	BRYAN WELLER	UNIFORMS	630-345	30	180.40
06/13/2022		APCH	98660	CALEA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	720.00
06/13/2022		APCH	98662	CARRIE NAVINS	OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	34.98
					OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	20.58
					OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	33.98
					CHECK APCHK 98662 TOTAL FOR FUND 01:			89.54
06/13/2022		APCH	98664	CARROLL CONSTRUCTION SUPPLY	STREET & ROW MAINTENANCE	750-328	35	972.85
06/13/2022		APCH	98665	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	109.99
					MAINTENANCE - BUILDING	466-228	10	408.85
					MAINTENANCE - BUILDING	466-228	10	1,120.32
					MAINTENANCE - BUILDING	466-228	10	1,891.18
					CHECK APCHK 98665 TOTAL FOR FUND 01:			3,530.34
06/13/2022		APCH	98666#	COMED	MAINTENANCE - BUILDING	466-228	10	1,479.45
					ENERGY - STREET LIGHTS	745-207	35	63.93
					ENERGY - STREET LIGHTS	745-207	35	1,307.60
					ENERGY - STREET LIGHTS	745-207	35	2,042.33
					ENERGY - STREET LIGHTS	745-207	35	136.64
					ENERGY - STREET LIGHTS	745-207	35	99.28
					ENERGY - STREET LIGHTS	745-207	35	2,011.19
					ENERGY - STREET LIGHTS	745-207	35	128.47
					ENERGY - STREET LIGHTS	745-207	35	3,966.32
					ENERGY - STREET LIGHTS	745-207	35	79.17

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					ENERGY - STREET LIGHTS	745-207	35	2,042.00
					ENERGY - STREET LIGHTS	745-207	35	1,550.86
					CHECK APCHK 98666 TOTAL FOR FUND 01:			14,907.24
06/13/2022	APCH	98667	COMMERCIAL TIRE SERVICE, INC		MAINTENANCE - VEHICLES	735-409	35	1,920.00
06/13/2022	APCH	98668	COMPASS REAL ESTATE HOLDINGS		BUILDING PERMITS	310-401	00	2,000.00
					BUILDING PERMITS	310-401	00	5,000.00
					CHECK APCHK 98668 TOTAL FOR FUND 01:			7,000.00
06/13/2022	APCH	98669	DAVE ROLOFF		PARK PERMIT FEES	310-814	00	300.00
06/13/2022	APCH	98670	ESRI		SPECIAL PROJECTS	720-230	35	15,000.00
06/13/2022	APCH	98671*#	FALCO'S LANDSCAPING INC		LANDSCAPE MAINTENANCE SERVICES	565-342	20	4,500.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	8,600.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	8,400.00
					STREET IMPROVEMENTS	765-685	35	9,800.00
					STREET IMPROVEMENTS	765-685	35	7,290.00
					STREET IMPROVEMENTS	765-685	35	6,750.00
					STREET IMPROVEMENTS	765-685	35	9,500.00
					STREET IMPROVEMENTS	765-685	35	3,700.00
					CHECK APCHK 98671 TOTAL FOR FUND 01:			58,540.00
06/13/2022	APCH	98672*#	FIRSTNET		TELEPHONES	710-201	35	129.39
06/13/2022	APCH	98673*#	FOX TOWN PLUMBING INC		MAINTENANCE - PW BUILDING	725-418	35	1,289.00
06/13/2022	APCH	98674	GREAT LAKES CONCRETE, LLC		STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	182.33
06/13/2022	APCH	98675	GRIT PIPE SOLUTIONS LLC		JET CLEANING CULVERT	750-286	35	1,100.00
06/13/2022	APCH	98676*#	H AND R CONSTRUCTION INC.		STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,500.00
06/13/2022	APCH	98678	HEARTLAND BUSINESS SYSTEMS, LLC		PHONE - TELEPHONES	455-201	10	206.25
					PHONE - TELEPHONES	455-201	10	472.50
					PHONE - TELEPHONES	455-201	10	4,978.50
					PHONE - TELEPHONES	455-201	10	47.25
					CHECK APCHK 98678 TOTAL FOR FUND 01:			5,704.50
06/13/2022	APCH	98679	HINSDALE NURSERIES, INC.		MAINTENANCE - BUILDING	466-228	10	16.40

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					MAINTENANCE - BUILDING	466-228	10	263.50
					CHECK APCHK 98679 TOTAL FOR FUND 01:			279.90
06/13/2022	APCH	98680#	HOME DEPOT CREDIT SERVICES		MAINTENANCE - BUILDING	466-228	10	318.52
					MAINTENANCE - VEHICLES	735-409	35	365.84
					MAINTENANCE - VEHICLES	735-409	35	302.09
					MAINTENANCE - VEHICLES	735-409	35	110.63
					MAINTENANCE - VEHICLES	735-409	35	12.97
					MAINTENANCE - VEHICLES	735-409	35	20.48
					MAINTENANCE - EQUIPMENT	740-411	35	418.84
					MAINTENANCE - EQUIPMENT	740-411	35	955.16
					MAINTENANCE - EQUIPMENT	740-411	35	498.77
					MAINTENANCE - EQUIPMENT	740-411	35	9.96
					STREET & ROW MAINTENANCE	750-328	35	103.74
					STREET & ROW MAINTENANCE	750-328	35	356.88
					STREET & ROW MAINTENANCE	750-328	35	273.36
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	229.30
					CHECK APCHK 98680 TOTAL FOR FUND 01:			3,976.54
06/13/2022	APCH	98681	HOUSEAL LAVIGNE ASSOCIATES LLC		CONSULTING	455-306	10	3,387.50
06/13/2022	APCH	98682	HUNTER ASPHALT PAVING INC		STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	5,062.50
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,570.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	9,180.00
					CHECK APCHK 98682 TOTAL FOR FUND 01:			17,812.50
06/13/2022	APCH	98683	I-PAC		FEES/DUES/SUBSCRIPTIONS	630-307	30	100.00
06/13/2022	APCH	98684	IAP AUDIO PRODUCTIONS		MAINTENANCE - BUILDING	466-228	10	300.00
06/13/2022	APCH	98685	INDUSTRIAL ELECTRICAL SUPPLY		STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	42.05
06/13/2022	APCH	98686	IRENA KOTEVA		PARK PERMIT FEES	310-814	00	100.00
06/13/2022	APCH	98687	JAMES NUGENT		UNIFORMS	710-345	35	107.73
06/13/2022	APCH	98688	JIM GIBBONS		ACTIVE ADULT PROGRAM	590-517	20	343.29
06/13/2022	APCH	98689	KANE, MCKENNA & ASSOCIATES, INC.	CONSULTING		455-306	10	1,425.00
06/13/2022	APCH	98690	KLEIN, THORPE & JENKINS, LTD.	FEES - SPECIAL ATTORNEY		470-241	10	2,002.00
06/13/2022	APCH	98691	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE		630-315	30	1,300.77
				COPY SERVICE		630-315	30	45.44
				COPY SERVICE		630-315	30	85.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					CHECK APCHK 98691 TOTAL FOR FUND 01:			1,431.21
06/13/2022	APCH	98692	LANER MUCHIN		CODIFY ORDINANCES	455-266	10	570.04
06/13/2022	APCH	98693	LAUTERBACH & AMEN LLP		FINANCIAL SERVICES	620-252	25	20,100.00
06/13/2022	APCH	98694	LAW OFFICES STORINO RAMELLO&DURK		CONSULTING	455-306	10	583.00
06/13/2022	APCH	98695	LINDE GAS & EQUIPMENT INC		MAINTENANCE - BUILDING	466-228	10	79.20
06/13/2022	APCH	98696	MATTHEW VANDERJACK		SCHOOLS/CONFERENCES/TRAVEL	630-304	30	50.55
06/13/2022	APCH	98698	MID AMERICAN WATER		STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,648.00
06/13/2022	APCH	98700*#	MONROE TRUCK EQUIPMENT INC		VEHICLES - NEW & OTHER	765-625	35	945.09
06/13/2022	APCH	98702	MUNICIPAL ELECTRONICS DIVISION L		MAINTENANCE - VEHICLES	630-409	30	437.50
06/13/2022	APCH	98703	N. BATISTICH ARCHITECTS		BUILDING IMPROVEMENTS	485-602	10	5,687.50
06/13/2022	APCH	98704	NICOR GAS		NICOR GAS	725-415	35	1,221.37
					NICOR GAS	725-415	35	1,221.37
					CHECK APCHK 98704 TOTAL FOR FUND 01:			2,442.74
06/13/2022	APCH	98705	NJ RYAN TREE & LANDSCAPE LLC		TREE MAINTENANCE	750-338	35	9,600.00
					TREE MAINTENANCE	750-338	35	8,500.00
					TREE MAINTENANCE	750-338	35	5,250.00
					TREE MAINTENANCE	750-338	35	6,600.00
					TREE MAINTENANCE	750-338	35	6,300.00
					TREE MAINTENANCE	750-338	35	5,400.00
					TREE MAINTENANCE	750-338	35	5,850.00
					TREE MAINTENANCE	750-338	35	6,600.00
					BRUSH PICKUP	755-284	35	17,160.00
					CHECK APCHK 98705 TOTAL FOR FUND 01:			71,260.00
06/13/2022	APCH	98706	NORTH EAST MULTI REGIONAL TRNG.		SCHOOLS/CONFERENCES/TRAVEL	630-304	30	200.00
06/13/2022	APCH	98707	NORTHERN IL POLICE ALARM SYSTEM		FEES/DUES/SUBSCRIPTIONS	630-307	30	93.00
06/13/2022	APCH	98708*#	NOVOTNY ENGINEERING		FEES - ENGINEERING	720-245	35	412.50
					FEES - ENGINEERING	720-245	35	87.50
					FEES - ENGINEERING	720-245	35	518.75
					FEES - ENGINEERING	720-245	35	1,330.75
					FEES - ENGINEERING	720-245	35	218.75
					FEES - ENGINEERING	720-245	35	787.50
					FEES - ENGINEERING	720-245	35	437.50

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					FEES - ENGINEERING	720-245	35	990.00
					FEES - ENGINEERING	720-245	35	962.50
					VILLAGE ENTRY SIGNS	765-640	35	43.75
					PLAN REVIEW - CIVIL ENGINEER	820-254	40	488.75
					CHECK APCHK 98708 TOTAL FOR FUND 01:			6,278.25
06/13/2022	APCH	98710#	OCCUPATIONAL HEALTH CENTERS		PERSONNEL RECRUITMENT	455-131	10	67.00
					PERSONNEL RECRUITMENT	455-131	10	82.00
					PERSONNEL RECRUITMENT	455-131	10	64.00
					PERSONNEL RECRUITMENT	455-131	10	64.00
					PERSONNEL RECRUITMENT	630-131	30	174.00
					CHECK APCHK 98710 TOTAL FOR FUND 01:			451.00
06/13/2022	APCH	98711	ORBIS SOLUTIONS		CONSULTING SERVICES - IT	460-306	10	165.00
06/13/2022	APCH	98712	PARVIN-CLAUSS SIGN CO		VILLAGE HALL SIGNAGE	485-642	10	56,966.44
06/13/2022	APCH	98713	PIOTR OPACIAN		SCHOOLS/CONFERENCES/TRAVEL	630-304	30	92.00
06/13/2022	APCH	98714	PPRI PROMOTIONAL PRODUCTS		PRINTING & PUBLISHING	710-302	35	287.50
06/13/2022	APCH	98715#	RAGS ELECTRIC, INC		MAINTENANCE - BUILDING	466-228	10	235.06
					MAINTENANCE - EQUIPMENT	570-411	20	477.00
					MAINTENANCE - STREET LIGHTS	745-223	35	1,738.75
					MAINTENANCE - STREET LIGHTS	745-223	35	422.00
					MAINTENANCE - STREET LIGHTS	745-223	35	1,241.98
					CHECK APCHK 98715 TOTAL FOR FUND 01:			4,114.79
06/13/2022	APCH	98716	RAY O'HERRON CO., INC.		OPERATING EQUIPMENT	630-401	30	422.50
06/13/2022	APCH	98717	READY REFRESH		WELLNESS	480-276	10	91.93
06/13/2022	APCH	98718	ROBERT HALF		CONSULTING FEES - CLERICAL	471-253	10	839.58
					CONSULTING FEES - CLERICAL	471-253	10	831.94
					CONSULTING FEES - CLERICAL	471-253	10	847.21
					CHECK APCHK 98718 TOTAL FOR FUND 01:			2,518.73
06/13/2022	APCH	98719	ROBERT IBANEZ		PARK PERMIT FEES	310-814	00	100.00
06/13/2022	APCH	98720	ROBERT SCHALLER		EMPLOYEE RECOGNITION	630-309	30	142.35
06/13/2022	APCH	98721	RUTLEDGE PRINTING CO.		PRINTING & PUBLISHING	630-302	30	121.89
06/13/2022	APCH	98722	SEMMER LANDSCAPE		ROUTE 83 BEAUTIFICATION	755-281	35	20,108.43

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
06/13/2022		APCH	98723*#	TAMELING GRADING	STREET & ROW MAINTENANCE	750-328	35	605.00
06/13/2022		APCH	98724*#	TAMELING INDUSTRIES	STREET & ROW MAINTENANCE	750-328	35	1,395.36
06/13/2022		APCH	98725	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	203.80
06/13/2022		APCH	98727	WAREHOUSE DIRECT	OPERATING EQUIPMENT	630-401	30	1,498.48
06/13/2022		APCH	98728	WESTERN FIRST AID & SAFETY	OPERATING EQUIPMENT	630-401	30	164.59
					OPERATING EQUIPMENT	630-401	30	163.69
					CHECK APCHK 98728 TOTAL FOR FUND 01:			328.28
06/13/2022		APCH	98729	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
06/13/2022		APCH	98730#	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	180.00
					SCHOOLS/CONFERENCES/TRAVEL	455-304	10	150.00
					SCHOOLS/CONFERENCES/TRAVEL	630-304	30	60.00
					CHECK APCHK 98730 TOTAL FOR FUND 01:			390.00
					Total for fund 01 GENERAL FUND			360,512.39

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
06/13/2022		APCH	256(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	132,084.82
06/13/2022		APCH	98652	ACLARA	EDP SOFTWARE	417-212	50	6,599.47
06/13/2022		APCH	98654	ALARM DETECTION SYSTEMS INC	REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	354.75
					REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	245.28
					REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	211.17
					CHECK APCHK 98654 TOTAL FOR FUND 02:			811.20
06/13/2022		APCH	98655	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	11,440.80
					LEAK SURVEYS	430-276	50	740.00
					CHECK APCHK 98655 TOTAL FOR FUND 02:			12,180.80
06/13/2022		APCH	98663	CARRINGTON CLUB HOA	WATER USAGE	310-712	00	997.75
06/13/2022		APCH	98671*#	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	6,450.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,650.00
					CHECK APCHK 98671 TOTAL FOR FUND 02:			11,100.00
06/13/2022		APCH	98672*#	FIRSTNET	PHONE - TELEPHONES	401-201	50	129.40
06/13/2022		APCH	98673*#	FOX TOWN PLUMBING INC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	189.00
06/13/2022		APCH	98676*#	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,200.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,980.00
					INV# 16998	430-277	50	100.00
					CHECK APCHK 98676 TOTAL FOR FUND 02:			8,280.00
06/13/2022		APCH	98677	HACH CHEMICAL COMPANY	CHEMICALS	420-361	50	1,344.67
06/13/2022		APCH	98699	MIDWEST CHLORINATING, INC.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	6,300.00
06/13/2022		APCH	98700*#	MONROE TRUCK EQUIPMENT INC	VEHICLES - NEW & OTHER	440-626	50	946.10
06/13/2022		APCH	98701	MRO SYSTEMS LLC	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	282.92
06/13/2022		APCH	98708*#	NOVOTNY ENGINEERING	FEES - ENGINEERING	405-245	50	6,457.50
06/13/2022		APCH	98709*#	NOVOTNY ENGINEERING	FEES - ENGINEERING	405-245	50	3,854.50
					FEES - ENGINEERING	405-245	50	481.25

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
					FEES - ENGINEERING	405-245	50	625.25
					FEES - ENGINEERING	405-245	50	1,000.00
					CHECK APCHK 98709 TOTAL FOR FUND 02:			5,961.00
06/13/2022		APCH	98723*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	9,578.00
					SPOILS HAULING SERVICES	430-280	50	935.00
					CHECK APCHK 98723 TOTAL FOR FUND 02:			10,513.00
06/13/2022		APCH	98724*#	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	70.20
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	225.82
					CHECK APCHK 98724 TOTAL FOR FUND 02:			296.02
06/13/2022		APCH	98726	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	530.00
					Total for fund 02 WATER FUND			205,003.65

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DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 05/25/2022 - 06/15/2022

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 07 POLICE PENSION FUND								
06/13/2022		APCH	98697	MESIROW FINANCIAL SERVICES INC	FIDUCIARY INSURANCE	401-254	62	3,255.00
					Total for fund 07 POLICE PENSION FUND			3,255.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
06/13/2022		APCH	98661	CAR REFLECTIONS	PUBLIC WORKS EQUIPMENT	600-322	55	1,600.00
06/13/2022		APCH	98708*#	NOVOTNY ENGINEERING	GOWER WEST SIDEWALKS	600-314	55	1,431.25
					RIDGEMOOR PARK PROJECT	600-328	55	481.25
					CHECK APCHK 98708 TOTAL FOR FUND 10:			1,912.50
06/13/2022		APCH	98709*#	NOVOTNY ENGINEERING	LED STREET LIGHT UPGRADE	600-318	55	656.25
					LED STREET LIGHT UPGRADE	600-318	55	3,062.50
					COMMUNITY CENTER CONSTRUCTION	600-326	55	3,756.25
					COMMUNITY CENTER CONSTRUCTION	600-326	55	1,368.75
					COMMUNITY CENTER CONSTRUCTION	600-326	55	1,025.00
					BORSE PARK LIGHTING PROJECT	600-327	55	743.75
					CHECK APCHK 98709 TOTAL FOR FUND 10:			10,612.50
					Total for fund 10 CAPITAL PROJECT FUND			14,125.00
				TOTAL - ALL FUNDS				582,896.04

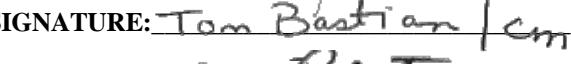
'\*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> A RESOLUTION OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING, AND ACCEPTING A PROPOSAL FROM CDW GOVERNMENT FOR THE PURCHASE OF ONE (1) GETAC A140 G2 TABLET COMPUTER, SIX (6) GETAC F110 G6 TABLET COMPUTERS, AND MISCELLANEOUS ACCESSORIES/WARRANTY, AT A COST NOT TO EXCEED TWENTY-SIX THOUSAND SIX HUNDRED NINETY-ONE AND 16/100 DOLLARS (\$26,691.16).	<b>AGENDA NO:</b> 5.e.  <b>AGENDA DATE:</b> 06/13/2022
<b>STAFF REVIEW:</b> Robert Schaller, Chief of Police	<b>SIGNATURE:</b> 
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney	<b>SIGNATURE:</b> 
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	<b>SIGNATURE:</b> 
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	

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

Currently the Police Department utilizes ten (10) Getac A140 G2 tablet computers which serve as mobile data terminals (MDTs) in the patrol vehicles. These tablets were approved and purchased by the Village in October of 2020 directly through Getac's distributor, CDW Government, to assist with software compatibility issues and procedural changes due to the COVID-19 pandemic. These devices have proved to not only maximize the Police Department's information technological ability but have also increased the officer's field productivity with their portability and convenience. Moving forward, the Police Department would like to add an additional one (1) Getac A140 G2 tablet computer to serve as an alternate if/when any repair or service is required on our existing tablets as well as a docking station to allow the tablet to serve as an additional workstation when not in use as an MDT. Additionally, the Police Department would like purchase five (5) Getac F110 G6 tablet computers, detachable keyboards, and 120W vehicle adapters to serve as MDTs for the investigations and administrative divisions of the Police Department.

Also, on this quote is one (1) Getac F110 G6 tablet computer, detachable keyboard, and 120W vehicle adapter to serve as a field MDT for the Public Works Department. The Getac F110 G6 tablet computer will assist Public Works staff by allowing staff to locate utilities and utilize GIS software in the field. By having access to the information in the truck, staff will not have to go repeatedly back to the Public Works facility to record or access information.

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

The total portion of this quote for the Police Department is \$22,926.52.

The purchase of the Getac tablets, accessories, and extended warranty for the Police Department is budgeted under line item 10-55-600-319.

The total portion of this quote for the Public Works Department is \$3,764.64.

The purchase of the Getac tablets, accessories, and extended warranty for the Public Works Department is budgeted under line item 10-55-600-325.

#### ACTION PROPOSED:

ADOPT THE RESOLUTION.

**RESOLUTION NO. 22-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND ACCEPTING A PROPOSAL FROM CDW GOVERNMENT FOR THE PURCHASE OF ONE (1) GETAC A140 G2 TABLET COMPUTER, SIX (6) GETAC F110 G6 TABLET COMPUTERS, AND MISCELLANEOUS ACCESSORIES/WARRANTY, AT A COST NOT TO EXCEED TWENTY-SIX THOUSAND SIX HUNDRED NINETY-ONE AND 16/100 DOLLARS (\$26,691.16)**

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**WHEREAS**, the Village of Willowbrook (the “Village”) is in need of adding mobile data terminals installed for the investigations and administrative divisions of the police department; and

**WHEREAS**, the Village is in need of adding one (1) mobile data terminal installed for the public works department; and

**WHEREAS**, the Village staff has determined that the purchase of one (1) Getac A140 G2 Tablet Computer, six (6) Getac F110 G6 Tablet Computers, and miscellaneous accessories/warranty, is necessary and in the best interest of the Village; and

**WHEREAS**, the corporate authorities of the Village has determined that it is appropriate to waive the competitive bidding process.

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

**SECTION 1:** The corporate authorities hereby incorporate the foregoing preamble clauses into this Resolution.

**SECTION 2:** The corporate authorities of the Village determine that the competitive bidding process for the purchase of one (1) Getac A140 G2 Tablet Computer, six (6) Getac F110 G6 Tablet Computers, and miscellaneous accessories/warranty, be and is hereby waived.

**SECTION 3:** The purchase of one (1) Getac A140 G2 Tablet Computer, six (6) Getac F110 G6 Tablet Computers, and miscellaneous accessories/warranty, at a cost not to exceed Twenty-Six

Thousand Six Hundred Ninety-One and 16/100 Dollars (\$26,691.16) from CDW Government is hereby approved.

**SECTION 4:** The Village Administrator is hereby authorized and directed to execute a purchase order, on behalf of the Village, for the purchase of one (1) Getac A140 G2 Tablet Computer, six (6) Getac F110 G6 Tablet Computers, and miscellaneous accessories/warranty, at a cost not to exceed Twenty-Six Thousand Six Hundred Ninety-One and 16/100 Dollars (\$26,691.16).

**SECTION 5:** This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED and APPROVED this 13<sup>th</sup> day of June, 2022.

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

    NAYS: \_\_\_\_\_

    ABSTENTIONS: \_\_\_\_\_

    ABSENT: \_\_\_\_\_

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

**EXHIBIT "A"**

**QUOTE CONFIRMATION**

## QUOTE CONFIRMATION



DEAR LAUREN KASPAR,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MTHD744	5/16/2022	MTHD744	4657248	<b>\$26,691.16</b>

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
<a href="#">Getac A140 G2 - 14" - Core i5 10210U - 8 GB RAM - 256 GB SSD - 4G LTE</a>	1	6312031	\$2,938.32	\$2,938.32	
Mfg. Part#: AM20Z4QAXBBS Contract: MARKET					
<a href="#">GETAC F110G6 i5-1135G7 256 8 W10P</a>	6	6989579	\$2,685.86	\$16,115.16	
Mfg. Part#: FP27Z4JA2CX5 Contract: MARKET					
<a href="#">Getac Trolley - docking station</a>	1	5921467	\$615.00	\$615.00	
Mfg. Part#: GDOFUU Contract: MARKET					
<a href="#">Getac 120W 11-16V 22-32V DC Vehicle Adapter</a>	6	5522532	\$97.32	\$583.92	
Mfg. Part#: GAD2X8 Contract: MARKET					
<a href="#">GETAC K120 DETACHABLE KB</a>	6	6471824	\$431.46	\$2,588.76	
Mfg. Part#: GDKBUA Contract: MARKET					
<a href="#">Getac Bumper to Bumper + Extended Warranty - extended service agreement - 2</a>	7	3781296	\$550.00	\$3,850.00	
Mfg. Part#: GE-SVTBNFX5Y Electronic distribution - NO MEDIA Contract: MARKET					

CDWG is a direct distributor for Getac

PURCHASER BILLING INFO	SUBTOTAL	\$26,691.16
<b>Billing Address:</b> WILLOWBROOK POLICE DEPARTMENT ACCOUNTS PAYABLE 7760 S QUINCY ST WILLOWBROOK, IL 60527-5532 <b>Phone:</b> (630) 325-2808 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$26,691.16</b>
<b>Please remit payments to:</b>		
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		
<b>DELIVER TO</b>		
<b>Shipping Address:</b> WILLOWBROOK POLICE DEPARTMENT LAUREN KASPAR 7760 S QUINCY ST WILLOWBROOK, IL 60527-5532 <b>Phone:</b> (630) 325-2808 <b>Shipping Method:</b> DROP SHIP-GROUND		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Erin McAuliffe

(877) 695-5828

erin.mcauliffe@cdwg.com

**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$26,691.16	\$722.00/Month	\$26,691.16	\$831.96/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at  
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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[Terms and Conditions](#) > Sales and Service Projects

## TERMS AND CONDITIONS

# SALES AND SERVICE PROJECTS

### PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

### Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

### Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE

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OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

## Title; Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

## Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer's Affiliates (defined below) hereby release Seller and Seller's Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

## Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are

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dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

## Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

## Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

## Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons

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that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

## Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates.

SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacturer's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND

CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

### Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

### Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

### Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

### Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

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## Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

## Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW's full Product Return Policy at the following link: [Return Policy](#). Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at [Customer Relations](#) to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

## Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action

FEEDBACK

occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

## Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at <https://www.cdw.com/content/cdw/en/landing-pages/installation-and-custom-engraving-indemnity-agreement.html>

## Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. **Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any**

**Claim.** Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. **Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.**

## Data Protection

This Section shall apply to the extent Seller performs any operation or set of operations, including collecting, recording, storing, retaining, using, disclosing or otherwise accessing, (collectively, "**Process**," "**Processed**," or "**Processing**") on any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services ("**Personal Data**"), including without limitation any information that qualifies as "personal information" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("**CCPA**"). Seller shall only Process Personal Data in accordance with the instructions of Customer as detailed in the Agreement or the applicable SOW or PO and applicable data privacy law, including, if applicable, the CCPA ("**Privacy Laws**"). For the avoidance of doubt, it is the intention of the Parties that Seller be a "service provider" of Customer pursuant to the CCPA. Notwithstanding the foregoing, to the extent expressly set forth in the Agreement, Seller (1) shall have the right to retain, use or disclose de-identified or aggregated data derived from Personal Data ("Seller Data"), provided that Seller Data shall not include any Personal Data, and (2) if Seller Processes any "personal information" as such term is defined in the CCPA in connection with the Services, Seller shall have the right to Process such "personal information" for any purpose permitted by the CCPA. Where applicable law requires Seller to Process Personal Data under terms other than those of the Agreement, Seller shall promptly notify Customer of such legal requirement before Processing, unless applicable law prohibits such disclosure. Where required by applicable law, Seller shall also notify Customer if Seller determines any of Customer's instructions infringes applicable Privacy Laws.

The Parties agree that Customer is responsible for obtaining any consents required by applicable Privacy Laws, as well as providing and ensuring the accuracy of any notices

FEEDBACK

required to disclose Personal Data to Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Furthermore, Customer warrants that all Personal Data provided to Seller has been obtained, Processed, and provided to Seller in accordance with all applicable laws and ensured that there are legitimate grounds for Processing any and all Personal Data by Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement.

Seller shall promptly notify Customer of any request, complaint, claim, or other communication received by Seller or a subcontractor regarding its Processing of Personal Data. Seller shall cooperate with and provide any necessary assistance to Customer in responding to any such inquiries, in so far as possible and taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that the Customer cannot respond to such request on its own. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such requests. Such expenses will be invoiced to Customer in accordance with the Agreement.

Customer acknowledges that Seller is reliant on Customer for instruction as to the extent to which Seller is entitled to use and Process Personal Data, and that Seller is not liable for any claim brought by a data subject to the extent that such claim arises from the Customer's instructions.

Upon request, Seller shall provide reasonable cooperation and assistance to Customer with its obligations under applicable Privacy Laws, in so far as possible in connection with the Services, taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that Customer's obligations cannot be met by Customer through other means. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such assistance. Such expenses will be invoiced to Customer in accordance with the Agreement.

To the extent that Personal Data includes information about individuals who are located in the European Economic Area ("EEA") and/or Switzerland, and Seller stores or otherwise obtains access to such Personal Data outside of the EEA and/or Switzerland, Seller agrees it has implemented appropriate measures to address the cross-border transfer of Personal Data.

Seller shall implement and maintain an information security program that includes appropriate technical and procedural safeguards to protect Personal Data, taking into account the nature of Seller's Processing and the Personal Data available to Seller. To the extent required by applicable Privacy Laws, upon request, Seller shall make available to Customer information reasonably necessary to demonstrate compliance with this obligation.

The parties agree that Seller may subcontract its obligations to subcontractors as necessary to perform the Services under the Agreement. Seller shall remain responsible for subcontractors' performance under the Agreement, and shall enter into an agreement with subcontractors that impose materially the same obligations as set forth in this Section. Seller also agrees that any subcontractors who have access to Personal Data are bound to Process Personal Data in accordance with Seller's instructions and are subject to obligations to maintain confidentiality.

Notwithstanding any provisions in the Agreement to the contrary, Seller shall promptly notify Customer in the event Seller discovers or is notified of a known breach of security leading to unauthorized disclosure of or access to Personal Data as a result of its Processing of Personal Data ("Security Breach"). Seller shall reasonably cooperate in the investigation of the Security Breach.

The parties agree that to the extent required by applicable Privacy Laws, and upon thirty (30) days written notice to Seller, and no more than once per calendar year, Customer may request reasonable access to Seller's facilities, systems, and supporting documentation used to provide the Services, to the extent necessary to assess Seller's compliance with its obligations under this Section. Such assessments shall be subject to Seller's security and confidentiality policies, and shall be conducted in a manner that minimizes any disruption of Seller's performance of services and other normal operations. Such expenses will be invoiced to Customer in accordance with the Agreement.

Notwithstanding any other provision of the Agreement to the contrary, upon termination of the Agreement or otherwise at Customer's written request, Seller shall, at the choice of Customer, either return or delete Personal Data from its systems unless required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority.

Customer shall reimburse Seller and its managers, officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Reimbursed Party") against any and all losses costs, or expenses of whatever kind, including professional fees and attorney's fees, that are incurred by any Reimbursed Party for any investigation or any preparation for any investigation by any governmental or regulatory authority arising out of Customer's violation of any Privacy Laws in connection with this Agreement.

## Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

Version Date: 12-27-2019

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## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE AMENDING SECTION 5-1-1 ENTITLED "CREATION AND COMPOSITION OF DEPARTMENT", OF CHAPTER 1, ENTITLED "POLICE DEPARTMENT", OF TITLE 5 ENTITLED "POLICE REGULATIONS", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS

**AGENDA NO: 5.f.****AGENDA DATE:** 6/13/2022**STAFF REVIEW:** Robert Schaller, Chief of PoliceSIGNATURE: **LEGAL REVIEW:** Michael Durkin Jr., Village AttorneySIGNATURE: **RECOMMENDED BY:** Brian Pabst, Village AdministratorSIGNATURE: **REVIEWED & APPROVED BY PSC:** YES  NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

On April 25, 2022, the Village Board adopted an ordinance amending Section 2-4-11, entitled "Deputy Chiefs; appointment; removal;" of Chapter 4, entitled "Board of Police Commissioners" of Title 2, entitled "Boards and Commissions of the Village Code of Ordinances of the Village of Willowbrook.

On May 23, 2022, the Village Board approved the hiring of a second Deputy Chief of Police, Benjamin Kadolph.

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

The above change to the Village Code and the subsequent hiring of an additional Deputy Chief has changed the total composition of the Police Department when full staffing has been reached. The Police Department composition will be as follows:

**Chief of Police -1****Deputy Chief of Police -2****Sergeants – 3****Patrol Officers - in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total department composition not to exceed twenty-seven (27) members****TOTAL: 27 sworn officers**

**Currently the total number of sworn officers is 24 in the police department.**

**ACTION PROPOSED:**

Pass the ordinance

**ORDINANCE NO. 22-O\_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 5-1-1 ENTITLED “CREATION AND COMPOSITION OF DEPARTMENT”, OF CHAPTER 1, ENTITLED “POLICE DEPARTMENT”, OF TITLE 5 ENTITLED “POLICE REGULATIONS”, OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS**

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**BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that Section 5-1-1 Entitled “Creation and Composition of Department”, of Chapter 1 entitled “Police Department”, of Title 5 Entitled “Police Regulations”, of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended in its entirety to read as follows:

**SECTION 1.**

“5-1-1: Creation and Composition of Department:

There is hereby created a Police Department, an executive department of the Village. The Police Department shall consist of one (1) Chief of Police, two (2) Deputy Chiefs, three (3) Sergeants and members in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total Department composition not to exceed twenty-seven (27) members.”

**SECTION 2.** Any ordinance or portion of any ordinance in conflict with the provisions of this Ordinance is expressly repealed solely to the extent of said conflict.

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

PASSED and APPROVED this 13<sup>th</sup> day of June, 2022 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

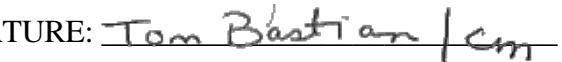
# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK FOR INITIAL AND FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH WILLOWS CENTER WATERMAIN INSTALLATION IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

**AGENDA NO.** 6.**AGENDA DATE:** 6/13/2022**STAFF REVIEW:** Michael Krol, Director of Community Development SIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village Attorney SIGNATURE: **RECOMMENDED BY:** Brian Pabst, Village Administrator SIGNATURE: **REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Village Board Approved Ordinance 16-O-48 granting a Special Use for a Planned Unit Development, Preliminary and Final Plat of Planned Unit Development, granting certain waivers from the Zoning Ordinance, and granting certain variations from the Subdivision Regulations for the redevelopment of the Willows Subdivision, for Pete's Fresh Market, other retail uses, and an outlet strip shopping center. The approved engineering plans installed the watermain under the subdivision parking lot to service the entire shopping center.

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

A Bill of Sale for all public improvements associated with The Willows Center watermain improvements within the Willows Subdivision, Willowbrook Illinois as shown on the approved engineering plans has been agreed upon by the Seller, Route 83 & Plainfield, LLC., and the Buyer, The Village of Willowbrook. The Bill of Sale transfers ownership and maintenance of the watermain, located on the subject property, to the Village of Willowbrook.

**ACTION PROPOSED:**

Adopt the Resolution.

**RESOLUTION NO. 22-R-\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK FOR INITIAL AND FINAL  
ACCEPTANCE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH WILLOWS  
CENTER WATERMAIN INSTALLATION IN THE VILLAGE OF WILLOWBROOK,  
DUPAGE COUNTY, ILLINOIS**

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**WHEREAS**, pursuant to the Village of Willowbrook (the “Village”) Municipal Code, Route 83 and Plainfield, LLC (the “Developer”), has installed a water main (the “Public Improvement”) as depicted on the final engineering plans (the “Final Engineering Plans”) prepared by Geopool Engineering, Inc. dated March 8, 2016, as shown on Exhibit “A”, attached hereto and made a part hereof, which Final Engineering Plans have heretofore been approved by the Village; and

**WHEREAS**, it is in the Village’s best interest to accept the Public Improvement.

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

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

**Section 2:** The corporate authorities of the Village hereby determine that the Public Improvements as depicted on the Final Engineering Plans have been found to be in compliance and are acceptable with the Village’s engineering standards and regulations.

**Section 3:** The corporate authorities hereby approve and accept the Public Improvements.

**Section 4:** The Developers' bill of sale, attached hereto as Exhibit "B" and made a part hereof, is hereby approved and accepted.

**Section 5:** This Resolution shall take effect upon its passage and approval as provided by law.

PASSED and APPROVED this 13<sup>th</sup> day of June, 2022, by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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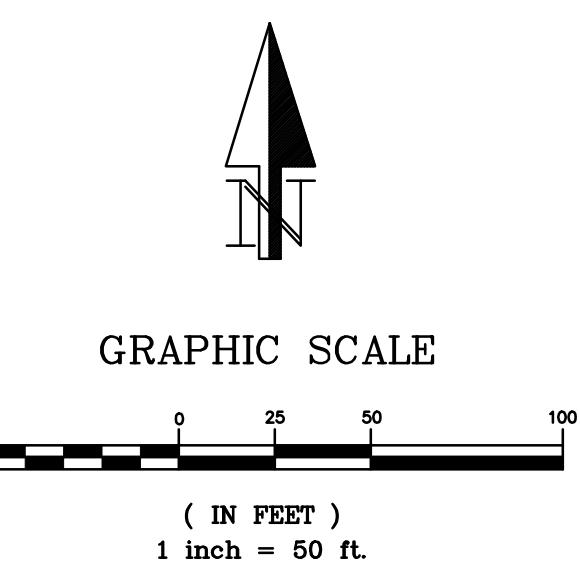
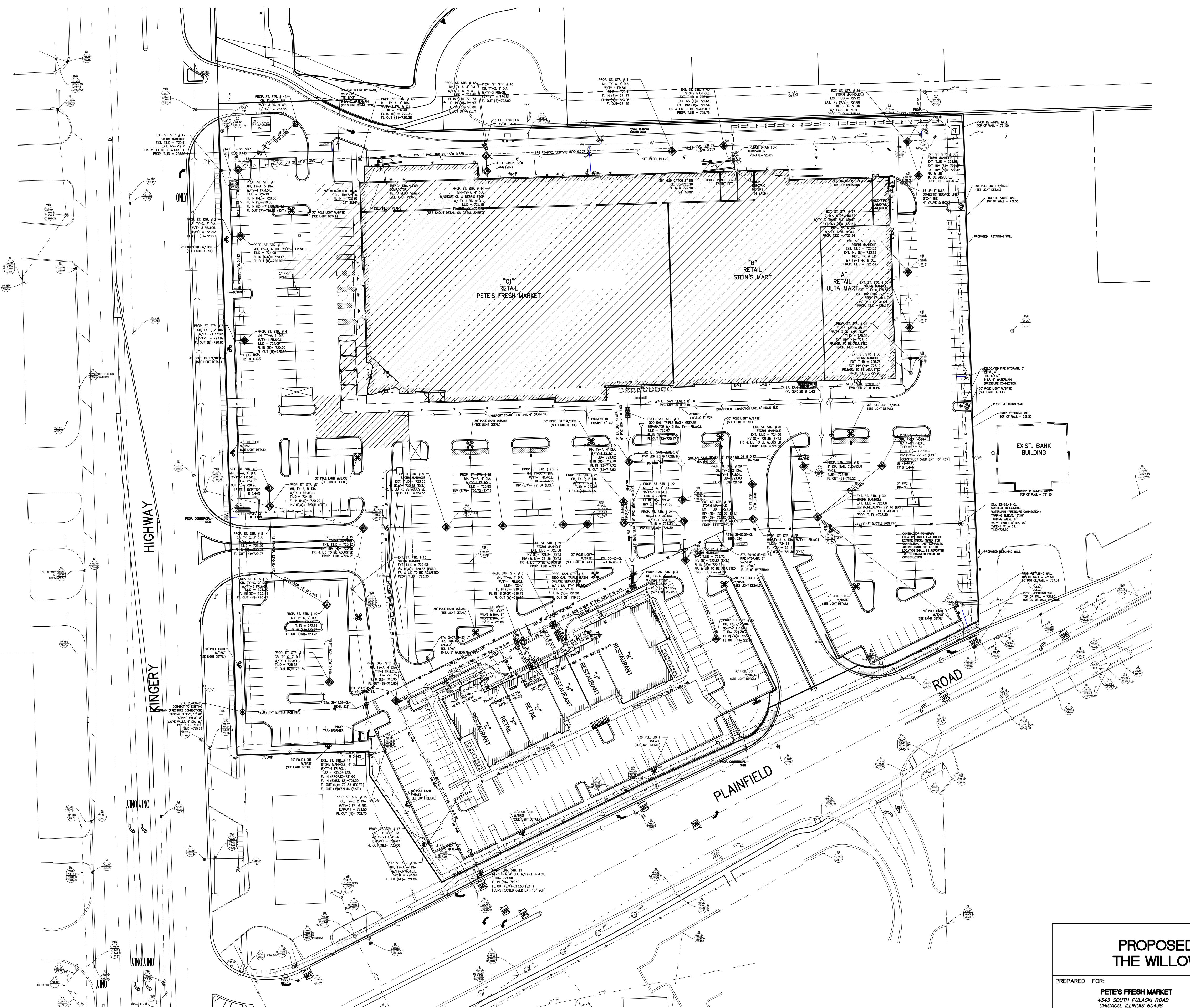
Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

**EXHIBIT "A"**  
**FINAL ENGINEERING**

**PLANNED UNIT DEVELOPMENT  
THE WILLOWS SUBDIVISION**

**PROPOSED UTILITY PLAN  
THE WILLOWS SUBDIVISION**

SW 1/4, SE 1/4, SEC 23, T38N, R11E, 3RD P.M.

840 PLAINFIELD ROAD, WILLOWBROOK, ILLINOIS

PREPARED FOR:	DATE:	NO.:	DESCRIPTION:	DRAWN:	DATE:	CHECKED:	DATE:	SHEET:
PETE'S FRESH MARKET 4343 SOUTH PULASKI ROAD CHICAGO, ILLINOIS 60438	03-17-15	1	PER VILLAGE REVIEW COMMENTS DATED 12-17-14					
	09-18-15	2	PER CLIENT REQUEST					
	03-08-16	3	VILLAGE BOARD APPROVAL DRAWINGS					
PROJ # 14-04				FILE#14025		FIELD BOOK:	02-25	DATE: 02-25-14

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**EXHIBIT “B”**

**BILL OF SALE**

## BILL OF SALE

Seller, Route 83 & Plainfield LLC, an Illinois limited liability company, in consideration of \$1.00, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over the Buyer, The Village of Willowbrook, an Illinois municipal corporation, at 835 Midway Drive, Willowbrook, Illinois 60527, the following described personal property to wit:

**All Public Improvements associated with Willows Center Watermain Improvements within the Willows Subdivision Willowbrook, Illinois as shown on the approved engineering plans (collectively, the "Property").**

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said Property that said Property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said Property and to make this Bill of Sale.

If this Bill of Sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

In Witness Whereof, Seller has signed and sealed this Bill of Sale at the office of Seller, 4333 S. Pulaski Chicago, IL 60632, on the 27th day of May, 2022.

Route 83 & Plainfield LLC

By: 

State of ILLINOIS

County of COOK

I, Vanessa Dremonas, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James Dremonas, Manager Personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument at this free and voluntary act, and as the free and voluntary act of said LLC, for the uses and purposes therein set forth. GIVEN under my hand and official seal this 27th day of May, 2022.



  
Commission Expires 9/11/22



## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: AN ORDINANCE AMENDING SECTION 3-12-5 ENTITLED “CLASSIFICATIONS,” OF CHAPTER 12 ENTITLED “LIQUOR,” OF TITLE 3 ENTITLED “BUSINESS” OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS	AGENDA NO. 7.  AGENDA DATE: 06/13/22
STAFF REVIEW: Alex Arteaga, Asst. to the Village Administrator	SIGNATURE: 
LEGAL REVIEW: Michael Durkin Jr., Village Attorney	SIGNATURE: <u>Michael Durkin / jw</u>
RECOMMENDED BY: Brian Pabst, Village Administrator	SIGNATURE: <u>B. Pabst</u>
REVIEWED & APPROVED BY Committee:	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

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

The Village Code of Ordinances provides for the number of liquor licenses that are currently issued to qualified business establishments within the community. It is the policy of the Liquor Control Commissioner and the Village Board not to maintain any unassigned liquor licenses. The Village's Liquor Control Commissioner is the authority that may grant local licenses to persons or entities for premises within the Village. The Village Board has the authority to amend the Village Code to reflect an increase or decrease in the number of liquor licenses that exist within each class of license.

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

Historically, the Liquor Control Commissioner issues liquor licenses and recommends to the Village Board the amendment to the Village Code with regard to the number of liquor licenses within each class of license after an application is received, reviewed, and the required background report is favorably returned. The Village Board is being requested to pass the attached Ordinance, which would amend the Village Code to reflect an additional liquor license in the Class B license category to allow Taste of India Grill, Inc., located at 7243 Kingery, to sell beer, wine, cocktails and spirits.

It is recommended that the Village Board pass the attached Ordinance amending the Village Code to increase the number of Class B liquor licenses from eleven (11) to twelve (12). The approval of the licenses is contingent on supplying the Village with a copy of the signed lease for the property, all parties completing the necessary background checks, as well as paying any outstanding bills due the Village of Willowbrook.

#### ACTION PROPOSED:

Pass the Ordinance.

**ORDINANCE NO. 22-O-\_\_**

**AN ORDINANCE AMENDING SECTION 3-12-5 ENTITLED “CLASSIFICATIONS,”  
OF CHAPTER 12 ENTITLED “LIQUOR,” OF TITLE 3 ENTITLED “BUSINESS”  
OF THE VILLAGE CODE OF ORDINANCES OF  
THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

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**WHEREAS**, the corporate authorities of the Village of Willowbrook, are expressly authorized, pursuant to Section 4-1 of the Illinois Liquor Control Act (235 ILCS 5/4-1), to regulate the number, classification and license fees authorizing the retail sale of alcoholic liquor in the Village.

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

**SECTION ONE:** Section 3-12-5 entitled: “Classifications,” of Chapter 12 entitled “Liquor,” of Title 3 entitled “Business” of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is further amended by deleting the last sentence of Subsection 3-12-5(B) and inserting the following sentence in lieu thereof:

”There shall no more than twelve (12) Class B licenses issued at any one time.”

**SECTION TWO:** That all remaining provisions of Section 3-12-5 shall remain in full force and effect and unamended by this Ordinance.

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

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

PASSED and APPROVED this 13<sup>th</sup> day of June, 2022 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE BURR RIDGE PARK DISTRICT TO PROVIDE RECREATIONAL PROGRAMS AND RECREATIONAL SERVICES TO THE VILLAGE OF WILLOWBROOK

**AGENDA NO. 8**
**AGENDA DATE:** 06/13/22

**STAFF REVIEW:** Sean Halloran, Assistant Village Administrator **SIGNATURE:** 
**LEGAL REVIEW:** Michael Durkin, Village Attorney **SIGNATURE:** 
**RECOMMENDED BY:** Brian Pabst, Village Administrator **SIGNATURE:** 
**REVIEWED & APPROVED BY Committee:** YES  NO  N/A 
**ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)**

At the December 20, 2021, Board of Trustees meeting, the Board approved an amended agreement between the Village and the Burr Ridge Park District. The amendment was based on the original intergovernmental agreement between the Village and the Park District dating back to 2015 that permitted Willowbrook residents to access the BRPD facilities and programs. This agreement also gave the BRPD the ability to manage several recreational programs.

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

After an analysis of the Village's services, staff proposed the hiring of a Recreational Services Coordinator to assist and manage the transition of certain programs from BRPD to the Village. Furthermore, this employee is responsible for managing and implementing all club programs, special events, senior programs, intramural scheduling, and day-to-day operations of parks and recreational activities within the Village.

**SECOND AMENDMENT TO THE AGREEMENT:**

Staff from the Village and BRPD are recommending the following changes to the existing agreement:

- Raise the cost share of the programs from 10% to 15%.
- Change the notification of termination from 30 days to 120 days.
- Change the expiration date from 5/1/22 to auto-renew.

Village staff does not see any of these changes as an issue to the existing operations for the Parks and Recreation Department.

**ACTION PROPOSED:**

Adopt the Resolution.

**RESOLUTION NO. 22-R- \_\_\_\_**

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION  
OF AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF WILLOWBROOK AND THE BURR RIDGE PARK  
DISTRICT TO PROVIDE RECREATIONAL PROGRAMS AND RECREATIONAL  
SERVICES TO THE VILLAGE OF WILLOWBROOK**

---

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

**WHEREAS**, the Burr Ridge Park District (“BRPD”) is a park district organized and existing pursuant to the Provisions of the Park District Code 70 ILCS 1205/1 *et. seq.*; and

**WHEREAS**, the Village has the authority, pursuant to the 1970 Illinois Constitution (Art. VII, Sec. 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into Intergovernmental Agreements; and

**WHEREAS**, the Village and BRPD were parties to a certain Intergovernmental Agreement between the Village and BRPD approved by the corporate authorities of the Village on December 20, 2021; and

**WHEREAS**, said Intergovernmental Agreement has expired; and

**WHEREAS**, the corporate authorities of the Village have determined that it is necessary, desirable and in the best interests of the residents and visitors of the Village to enter into a new Intergovernmental Agreement with the BRPD for the provision by BRPD of Recreational Services and Recreational Programs to the Village.

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

**SECTION 1:** It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into an Intergovernmental Agreement with the Burr Ridge Park District upon the terms and conditions set forth in the Agreement, a copy of which is attached hereto, identified as Exhibit "A" and made a part hereof which Agreement is hereby approved.

**SECTION 2:** The Mayor is hereby authorized and directed to execute and the Village Clerk is hereby authorized and directed to attest the Intergovernmental Agreement, substantially in the form attached hereto as Exhibit "A," with such terms therein consistent with this Resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same and the Village Clerk is directed to attest to the signature of the Mayor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and APPROVED this 13<sup>th</sup> day of June, 2022 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

---

Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**Intergovernmental Agreement By and Between  
the Village of Willowbrook and the Burr Ridge Park District**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF WILLOWBROOK AND  
THE BURR RIDGE PARK DISTRICT TO PROVIDE  
SPECIFIC RECREATIONAL PROGRAMS AND SERVICES**

---

This Agreement is made and entered into this 1st day of May, 2022, between the Village of Willowbrook, Illinois, a municipal corporation, (the “Village”) and the Burr Ridge Park District (the “BRPD”) (collectively the “Parties”).

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

WHEREAS, Illinois Compiled Statutes, Chapter 5, Act 220, Section 1, *et seq.*, entitled the “Intergovernmental Cooperation Act,” provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with another unit of local government; and

WHEREAS, both the Village and BRPD provide recreational programming and recreational services to their respective residents; and

WHEREAS, the Village and BRPD have determined that it is beneficial and in the best interest of the Parties to combine several aspects of park and recreational programming and participation under the terms and conditions as hereinafter set forth; and

WHEREAS, both the Village and BRPD find that combining aspects of their respective park and recreational programming will further serve the residents of the Village and BRPD by enhancing recreational opportunities.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the sufficiency of which is

acknowledged by the Parties, it is agreed by and between the Village of Willowbrook and the Burr Ridge Park District as follows:

1. The foregoing preambles are incorporated herein and constitute a part of this Agreement.

2. All residents within the corporate boundaries of the Village shall continue to be granted BRPD residency status for the purpose of fees charged for recreation program services by the BRPD.

3. All residents within the corporate boundaries of the BRPD shall be granted residency status for the purpose of fees charged for Village services provided in The Active Adult Cooperative program.

4. The BRPD agrees to provide the Village with final program and activity information for the school year and summer programming season. All graphic design, layout etc., for BRPD programming shall be completed by BRPD and sent to the Village to be inserted into their brochure. The Village agrees to provide the BRPD with final program and activity information for the school year and summer programming season. All graphic design, layout etc., for the Village programming shall be completed by the Village and sent to the BRPD to be inserted into their brochure. Both entities will have the right to exclude any programming that is too competitive or does not fit into their brochure requirements – such as ads for outside groups.

5. The Village shall be responsible for all editions of the “SCOOP”. The “SCOOP” editions shall include, but not be limited to, development layout and mailing.

6. The Village shall be solely responsible for all elements of Active Adult program development, structure implementation and evaluation, and evaluation for senior and club programs commencing on the effective date of this Agreement.

7. All customers shall register for all Active Adult programs directly with BRPD until the Village has installed a registration program. The BRPD will deduct a 15% charge for this service. The Village will be responsible for all necessary information and instructions regarding those programs. All financials for individual programs will be completed within one month from the time of the program by the BRPD and, if applicable, will remit all payments to the Village within thirty (30) days. As trips leave the BRPD, they will be considered Village trips with a Village employee.

8. BRPD staff and Village staff/officials shall meet on an as needed basis for the purpose of coordinating dates, schedules, and other initiatives, or opportunities regarding recreational programs and services.

9. BRPD and the Village agree to indemnify, defend, protect and hold the other, their representatives, officials, officers, agents, employees and contractors free, harmless and indemnified from and against any and all claims, demands, losses, damages, liabilities, fines, charges (collectively the "Losses") directly or approximately caused by the negligent or willful and wanton actions of the other.

10. During the term of this Agreement BRPD and the Village shall each obtain and maintain at all times General Liability/Bodily Injury/Property Damage Insurance in an amount no less than One Million (\$1,000,000.00) Dollars combined single limit coverage. Such insurance policies shall name the other Party as an additional insured with respect to any and all liability arising out of or in connection with the programs and uses of property contemplated by this Agreement. Each Party shall serve the other with a copy of the Certificate of Insurance, naming the other Party as an additional insured, and such insurance shall not be cancelled or materially

altered to reduce the policy limits unless the other Party has received at least thirty (30) days' advanced written notice of such cancellation or change.

11. TERMINATION: This agreement begins on May 1, 2022 and will extend into perpetuity. Either Party may terminate this Agreement for any reason by providing the other with 120-day advanced written notice of termination. Notice of Termination shall be served if to the Village, at the corporate offices of the Village or, if the BRPD, at the corporate offices of BRPD.

12. Through September 30, 2022, BRPD facilities shall be available to provide occupancy for the Active Adult Cooperative Program Services in conjunction with other activities at the Burr Ridge Community Center. Beginning October 1, 2022, the Village facilities shall become primary occupancy for these program services. For services rendered at BRPD facilities that include public attendance, BRPD building supervisors shall be on-hand during the occupancy and responsible for all facility operations. For trips and excursions, all BRPD responsibility for program participants ends once the vehicle of transportation departs BRPD property. For all occupancy at BRPD facilities, a fully authorized employee and /or volunteer from the Village shall be present during the duration of the usage.

Note: As a cooperative partner in this agreement, BRPD may, if deemed in the best interest of the program, serve as host for infrequent, specialty or other activities to provide variety or greater indoor square footage for program activities as the need arises.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions to this Agreement, the duly authorized representatives of the Party have executed this Agreement as of the effective date.

**VILLAGE OF WILLOWBROOK**

**BURR RIDGE PARK DISTRICT**

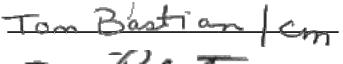
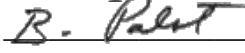
By: \_\_\_\_\_  
Frank A. Trilla, Mayor

By: \_\_\_\_\_  
President, Board of Park District  
Commissioners

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

Attest: \_\_\_\_\_  
Board Secretary

# VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY																															
<b>ITEM TITLE:</b> A RESOLUTION APPROVING AN AGREEMENT WITH ACTIVE NETWORK, LLC TO PROVIDE PAYMENT PROCESSING AND SECURITY COMPLIANCE TO THE VILLAGE OF WILLOWBROOK	<b>AGENDA NO.</b> 9. <b>AGENDA DATE:</b> 06-13-2022																														
<b>STAFF REVIEW:</b> Dustin Kleefisch, Director of Parks and Recreation SIGNATURE:  <b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney SIGNATURE:  <b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator SIGNATURE:  <b>REVIEWED &amp; APPROVED BY A COMMITTEE:</b> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>																															
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</b>																															
<p>The Parks and Recreation Department has investigated five different recreation registration software systems that will help increase the department's productivity, efficiency, and capabilities, while keeping in mind what the customer experience will be utilizing the registration software. Since the Board approved the amendment to the intergovernmental agreement with the Burr Ridge Park District in 2021, it's imperative that staff has the ability to process registration internally rather than depend on Burr Ridge Park District. With the addition of this software, the department will be able to execute the following functions internally: customer payments, registrations/waivers, rosters, reporting, program management, scheduling, and marketing of programming and events.</p> <p>After reviewing and investigating the following five software systems, Vermont Systems (RecTrac), RecDesk, Active Network, MyRec, and BookKing, the software that provides the most robust capabilities and support, while also providing the best customer experience, is Active Network. Several of the software systems are less expensive but less functional. In the staff's professional opinion, the other systems would not provide the same customer experience for the residents or provide the same number of tools and support for professional staff as Active Network will be able to provide. An added benefit of this transition is that several other local area park districts, including Burr Ridge, use Active Network for their registration software making it a familiar interface for users.</p> <p>Staff recommendation is for the purchase approval of Active Network registration software.</p> <p>Below is the cost comparison between the software systems:</p> <p>Registration Software Systems</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="background-color: #003366; color: white;">Vendor</th> <th style="background-color: #003366; color: white;">Install Fee</th> <th style="background-color: #003366; color: white;">Annual Fee</th> <th style="background-color: #003366; color: white;">Term (years)</th> <th style="background-color: #003366; color: white;">Grand Total</th> </tr> </thead> <tbody> <tr> <td>Vermont Systems (RecTrac)</td> <td>\$ 14,200.00</td> <td>\$ 15,963.00</td> <td>1</td> <td>\$ 30,163.00</td> </tr> <tr> <td>Active Network</td> <td>\$ 13,125.00</td> <td>\$ 3,750.00</td> <td>3</td> <td>\$ 18,325.00</td> </tr> <tr> <td>RecDesk</td> <td>\$ 3,600.00</td> <td>\$ 5,800.00</td> <td>no term</td> <td>\$ 9,400.00</td> </tr> <tr> <td>BookKing</td> <td>\$ 2,099.96</td> <td>\$ 2,099.96</td> <td>–</td> <td>\$ 4,739.84</td> </tr> <tr> <td>MyRec</td> <td>–</td> <td>\$ 4,400.00</td> <td>1</td> <td>\$ 4,400.00</td> </tr> </tbody> </table>		Vendor	Install Fee	Annual Fee	Term (years)	Grand Total	Vermont Systems (RecTrac)	\$ 14,200.00	\$ 15,963.00	1	\$ 30,163.00	Active Network	\$ 13,125.00	\$ 3,750.00	3	\$ 18,325.00	RecDesk	\$ 3,600.00	\$ 5,800.00	no term	\$ 9,400.00	BookKing	\$ 2,099.96	\$ 2,099.96	–	\$ 4,739.84	MyRec	–	\$ 4,400.00	1	\$ 4,400.00
Vendor	Install Fee	Annual Fee	Term (years)	Grand Total																											
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MyRec	–	\$ 4,400.00	1	\$ 4,400.00																											

The following summarizes the benefits of an internal registration software:

- User friendly and easy customer registration and payment process.
- Staff will have access to program reports, financials, rosters, and other data from program/event performance.
- Staff will be able to schedule parks and facilities, manage program content and information, and increase consistency of internal function and procedures.
- Includes marketing capabilities and allows for communication with program participants.
- The software has the ability to automate existing staff hours via the software. This will help staff by reallocating existing resources from manual scheduling to assisting and organizing special events.

After a further review of the options and other registration systems, Vermont Systems and Active Network are the two most prominent software systems used by other recreational entities. Active Network will provide a variety of tools and capabilities that currently staff does not possess. This will create more productivity, efficiency, and capability for the department staff to host various recreational programming and events.

If approved by the Board of Trustees, the Village would be responsible for a one-time installation fee of \$13,125 with an annual fee of \$3,750 for the software.

**ACTION PROPOSED:**

Adopt the Resolution

**RESOLUTION NO. 22-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH ACTIVE NETWORK, LLC  
TO PROVIDE PAYMENT PROCESSING AND SECURITY COMPLIANCE TO THE  
VILLAGE OF WILLOWBROOK**

---

**WHEREAS**, the corporate authorities of the Village of Willowbrook (the “Village”) have determined that it is in the best interest of the Village to approve an agreement with ACTIVE Network, LLC, to provide payment processing and security compliance to the Village of Willowbrook.

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that that certain Agreement by and between the Village of Willowbrook and ACTIVE Network, LLC, including its Payment Services Agreement, Products and Services General Terms, Recreation and Membership Management Product Attachment, and Third Party Hardware Terms, all attached hereto and expressly made a part hereof, is hereby accepted and approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BE IT FURTHER RESOLVED** that the Village Administrator for the Village of Willowbrook be and is hereby directed to execute all contract documents on behalf of the Village of Willowbrook and do all other acts necessary to carry into effect the intent of this Resolution.

**PASSED** and **APPROVED** this 13<sup>th</sup> day of June, 2022 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

---

Deborah A. Hahn, Village Clerk

**EXHIBIT "A"**

**AGREEMENT BY AND BETWEEN ACTIVE NETWORK, LLC  
AND THE VILLAGE OF WILLOWBROOK**



# Schedule

DRAFT

Company Address	5850 Granite Parkway, Suite 1200 Plano, TX 75024 US	Created Date	3/8/2022
		Quote Number	00123392
		Currency	USD
Prepared By	Sharon Kramer	Contact Name	John Fenske
Opportunity Owner	David Samson	Phone	630-920-2251
Owner Email	<a href="mailto:david.samson@activenetwork.com">david.samson@activenetwork.com</a>	Email	jfenske@willowbrook.il.us
Bill To Name	Village of Willowbrook Parks and Rec	Ship To Contact	John Fenske
Bill To Contact	John Fenske	Ship To Address	835 Midway Drive Willowbrook, IL 60527 United States
Bill To Address	835 Midway Drive Willowbrook, IL 60527 United States		

Product	Product Type	Description	Quantity	Fee %	Total Price
ACTIVENet - (credit card refunds - flat fee)	SaaS		1		0.10
ACTIVENet - ACH Remittance- Every 1 week	Service		1		
ACTIVENet - Annual Subscription Fee - Essentials Tier	SaaS	The ACTIVENet - Annual Subscription Fee - Essentials Tier includes the following modules and functionalities: - Program & Activity Registration - POS (Point-of-sale) -Marketing & Communications -Standard Reports -Facilities	1		3,750.00
ACTIVENet - Functionality: Program & Activity Registration	SaaS		1		
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1	2.95	
ACTIVENet - SaaS		ACTIVE Net Service Package STANDARD 1 consists of the following Services: • remote business process review • remote functionality review & data collection preparation • remote data collection review • remote data entry (system inventory and policy controls) • remote user testing • LMS training • remote supplemental training • remote Go Live preparation • remote go live support • remote hardware configuration • remote system optimization training			
ACTIVENet - Service Package Standard 1	Service		1		13,175.00



## Schedule

		<p>The scope of Services is contained to the 1 functionality of choice.</p> <p>50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice.</p> <p>50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice.</p>			
ACTIVENet - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Rates for organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net.	1	2.05	
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1	0.50	
ACTIVENet - Staff Interface - Technology Fee	SaaS	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1	0.70	
ACTIVENet - Support Standard Package	Maintenance	Support package for non-profit organizations under \$10,000,000 in annual revenue through ACTIVE Net.	1	0.20	
ACTIVENet - Technical Services: Financial Export	Service	ACTIVE Net Technical Services: Financial Export consists of the following Services: • remote configuration, testing & training	1		1,400.00

Service Total 14,575.00 Total Price USD 18,325.00

Annual Projected Contract Value USD 5,163.00

Active reserves the right, and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

If your order includes hardware, please note that all hardware orders have a 30-day return policy, and it is recommended that you inspect your purchases upon delivery.

\*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

By signing this Schedule, you agree to the terms and conditions governing your use of the Software and Services as set forth at:

General Terms - <http://www.activenetwork.com/general-terms>

Product Terms - <http://www.activenetwork.com/membership-terms>

Third Party Hardware Product Attachment - <http://www.activenetwork.com/thirdpartyhardware-terms>

Attachment: Exhibit A, Payment Services Agreement

### Quote Acceptance Information

#### Client

Signature:

Name:

#### Active Network, LLC

Signature:

Name:



## Schedule

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

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

PO# (if applicable): \_\_\_\_\_

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

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

### EXHIBIT A Payment Services Agreement

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

**To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.**

This Payment Services Agreement ("Agreement") is a legal agreement between Client and Active governing Client's use of Active's payment processing services (collectively, the "Services"). Client must accept all of the terms of this Agreement to use the Services. Visa, Mastercard, and Discover are collectively defined as the "Card Brands" and their cards are each a "Card".

#### 1. SERVICES

Active's sponsor banks require certain information for the Services. Client must provide accurate and complete information and keep the information up-to-date. Active relies on this information for underwriting and to meet our obligations under applicable federal and state laws and other regulatory requirements. Client must only use the Services for the business purpose described in the General Terms and/or applicable Product Attachment. On an ongoing basis, Client will provide us with the current address of each of your offices, all "doing business as" (DBA) names used by you, and a complete description of goods sold and services provided by you. If the scope or nature of your business or the type of products or services you offer changes, Client must notify Active prior to the change. Client is liable to us for all losses and expenses incurred by us arising out of your failure to report changes to us.

#### 2. REQUIRED INFORMATION, VERIFICATION

Active's sponsor banks and the Card Brands require us to verify your identity, credit, business operations, and compliance with the obligations under this Agreement. Client must provide sufficient information and documentation as requested by Active, including information to verify your identity, financial statements, and customer information. Client authorizes Active to make, from time to time, any business and personal credit inquiries, identity-verification inquiries, and other inquiries considered necessary to review the acceptance and continuation of this Agreement. Client also authorizes any person or credit reporting agency to compile information to answer those inquiries and to furnish that information to Active. Active reserves the right to decline your application for any reason. Active is required to report certain information to our sponsor banks or Card Brands, including the names of any principles and country of domicile.

#### 3. COMPLIANCE WITH LAWS AND RULES

Client must comply with all rules and operating regulations issued from time to time by the Card Brands; any policies, procedures, and instructions provided by us; and the Payment Card Industry Data Security Standards ("PCI DSS") and the Payment Application Data Security Standard ("PA-DSS") (collectively, "Rules"). The Rules are incorporated into this Agreement by reference as if they were fully set forth in this Agreement. An abridged version of the Visa and MasterCard Rules may be viewed at [usa.visa.com](http://usa.visa.com) and [www.mastercardmerchant.com](http://www.mastercardmerchant.com). Client further agrees to comply with all applicable federal, state, and local laws, rules, and regulations ("Laws"), as amended from time to time affecting acceptance of Cards, processing of Card transactions, and the transactions contemplated by this Agreement. Client agrees to the terms of the Electronic Funds Transfer Agreement incorporated into this Agreement by reference as if they were fully set forth in this Agreement. Client will assist Active in complying in a complete and timely manner with all Laws and Rules, now or hereafter applicable to any Card transaction or this Agreement. Client will execute and deliver to Active all such instruments deemed necessary for compliance. If any terms of this Agreement conflict with the Card Brand Rules, the Card Brand Rules will govern.

#### 4. TRANSACTION PROCESSING

In order to process Card transactions, Client must familiarize itself with and adhere to the applicable Card Brand Rules. The following sections address some but not all of the Card Brand Rules that must be adhered to in order to process card transactions. It is Client's responsibility to understand and follow all Card Brand Rules.

#### 5. CARD ACCEPTANCE

Client will honor, without discrimination, any valid Card properly tendered by a Cardholder. "Cardholder" means a person possessing a Card and asserting to be the person in whose name the Card is issued. Client may elect not to accept Visa or MasterCard branded debit cards, but



## Schedule

you must provide Active with prior written notice of such election. Client will identify the Cardholder when accepting payment and will request the Card expiration date and ZIP code or postal code from the Cardholder's billing address. It is also highly recommended that Client obtain the security code from each Card. You must not honor any Card if the Card has expired or if the Card number is listed on a current Electronic Warning Bulletin file. You will properly disclose to the Cardholder, at the time of the Card transaction, Client's name, return policy, and other limitations you may have on accepting returned merchandise. Active's name may appear in conjunction with Client's name on Cardholders' statements. Client will not accept any payments from a Cardholder relating to previous charges for merchandise or services, and if Client receive such payments, you will promptly remit them to Active.

### 6. CARD AUTHORIZATION

Client must obtain authorization via methods acceptable to Card Brand Rules prior to completing any Card transaction. Client must follow any instructions received during the authorization process. Upon receipt of authorization, Client may consummate only the transaction authorized. Where authorization is obtained, Client will be deemed to warrant the true identity of the customer as the Cardholder. Transactions will be deemed invalid on Cards that are expired, whether or not an authorization has been obtained.

Authorizations are not a guarantee of acceptance or payment of a Card transaction and do not waive any provision of this Agreement or otherwise validate a fraudulent transaction or a transaction involving the use of an expired Card. Active may refuse to authorize any transaction, and we are not liable to you if authorization for a transaction is not given. Client will not have any claim against, or right to receive payment from, a Cardholder or any other customer in any Card transaction if Active refuses to authorize the transaction for any reason.

### 7. RECORDS

Client will deliver to the Cardholder at the time of the transaction a complete and legible receipt from the Card transaction or refund. Client must retain the merchant copy of the receipt in accordance with the applicable Card Brand information security and confidentiality requirements for at least 3 years following the date of completion of the Card transaction (or such longer period as the Rules may require).

### 8. RECURRING TRANSACTIONS

For recurring transactions, Client must obtain a written request from the Cardholder for such goods and services to be charged to the Cardholder's account, the frequency of the recurring charge, and the duration of time during which such charges may be made. Client must obtain such written consent before the first recurring transaction, and Client must notify the Cardholder that he or she is able to discontinue consent for recurring billing charges at any time. Client must retain evidence of such written consent for recurring transactions for twenty-four months (24) from the date you submit the last recurring billing charge. If this Agreement is terminated for any reason, Client will, at your own cost, advise all individuals and establishments to whom you submit recurring billing charges that Client no longer accept the Card for amounts owed by such establishments or by such individual. The termination of a Cardholders' services constitutes immediate cancellation of the Cardholder's consent for recurring billing charges. Active has no obligation to notify Client of such cancellation, nor shall Active have any liability to Client arising from any such cancellation. Client will not complete any recurring transaction after receiving a cancellation notice from the Cardholder, notice from Active to not complete a recurring transaction, or a response that the Card is not to be honored.

### 9. FUTURE DELIVERY

Client will not accept a Card transaction for the sale of goods or services for future delivery. If, however, Client has clearly disclosed your intentions to the Cardholder and the Cardholder agrees, Client may submit the following types of charges to Active before you deliver the goods purchased to the Cardholder: (a) charges representing deposits on (i) custom or special orders (provided that in doing so Client is in compliance with applicable law) and (ii) mail orders for items not in inventory at the time the order is placed; and (b) charges representing advance, partial, or full payment for items the Cardholder requests Client to deliver at a later date. If a Cardholder disputes any of these charges, Active will have the right to Full Recourse for such charge. Client represents and warrants to Active that you will not rely on any proceeds or credit resulting from such transactions to purchase or furnish goods or services. Client will maintain sufficient capital to provide for the delivery of goods or services at the agreed upon future date, independent of any credit or proceeds resulting from Card transactions taken in connection with future delivery transactions.

### 10. E-COMMERCE TRANSACTIONS

If applicable, Client may process e-commerce transactions only if the transactions have been encrypted by a third-party vendor acceptable to Active. Client is liable for all chargebacks and losses related to e-commerce transactions, whether or not encrypted. Encryption is not a guarantee of payment and will not waive any provision of this Agreement or otherwise validate a fraudulent transaction.

For goods to be shipped on e-commerce transactions, Client may obtain authorization up to seven calendar days prior to the shipment date. Client need not obtain a second authorization if the Card transaction amount is within 15% of the authorized amount, provided that the additional amount represents shipping costs. Client's website must contain all of the following information: (i) complete description of the goods or services offered, (ii) return and refund policies, (iii) customer service contact, including email address or telephone number, (iv) transaction currency (such as U.S. or Canadian dollars) (v) any export or legal restrictions, if known, and (vi) delivery policy.

### 11. PROHIBITED PRACTICES

Client may not split transactions into multiple Card transactions except where: (a) partial payment is entered on the transaction record and the balance of the transaction amount is paid in cash or by check at the time of transaction; or, (b) the amount represents an advance deposit in a Card transaction completed in accordance with this Agreement and the Rules. Client will not use the Services to accept amounts representing the refinancing of an existing uncollectible obligation, debt, or dishonored check of a Cardholder. Client may not process transactions for, receive payments on behalf of, or (unless required by Law) redirect payments to a third party. Client agrees that Active may, within our sole discretion, suspend the Services for a reasonable period of time required to investigate suspicious or unusual activity. Active shall have no liability for any losses Client may attribute to any suspension of funds disbursement. Client will not allow the Service to be used for high risk transactions or transactions for illegal activities. If Client engages in the behavior for illegal activities, you hereby acknowledge liability to Active and all damages suffered by Active, without limitation despite other language in this Agreement to the contrary. Without limiting the foregoing,



## Schedule

Client agree to reimburse Active for any and all costs, expenses, and fines levied on Active by the Card Brands, our sponsor banks, payment processors, or service providers as a result of Client's use of the Services in violation of this Agreement. Active may reverse Card transactions we deem to violate this Agreement, the Laws, Rules, or Policies, and Client agrees to reimburse Active for any such reversal. Client agrees that Active is entitled to invoke the security interest we have, as set forth in this Agreement and all other rights we have, pursuant to a violation of this Agreement, in order to collect the fines levied against Client, or other losses incurred by Active, as set forth in this Agreement.

### 12. FRAUDULENT TRANSACTIONS

Client will not present for processing or credit, directly or indirectly, any transaction not originated as a result of a Card transaction directly between Client and a Cardholder or any transaction Client knows or should know to be fraudulent or not authorized by the Cardholder. Client will refer perpetrators of fraudulent transactions, in our discretion, to the appropriate law enforcement agency.

### 13. MERCHANT SERVICES AGREEMENT

Active may require that you enter into a Merchant Services Agreement if certain Card processing volume thresholds are met by Client's use of the Services. Such threshold is met when Card processing reaches over \$1,000,000.00 USD in any one year period. Active will notify you if this occurs. Client's continued use of the Services after we notify you will constitute your agreement to the Merchant Services Agreement. Your acceptance of the Merchant Services Agreement supersedes all previous payment processing agreements with Active and will remain in effect until terminated by both parties. In the event your Card processing volume falls below the \$1,000,000.00 processing threshold, the Merchant Services Agreement will continue to remain in effect.

### 14. CUSTOMER CONTACT

Client authorizes Active to contact Client's customers or their bank if Active determines that such contact is necessary to find out information about any payment transaction between Client and the customer. Also, Client will provide to Active upon our request, contact information for your customers as deemed necessary and reasonable by Active.

### 15. REFUND CREDITS

Client will issue a credit memorandum, instead of making a cash advance, a disbursement, or a refund on any Card transaction. Active's sponsor bank will debit from the amounts owing you under your Active account for the total face amount of each credit memorandum submitted. Client will not submit a credit relating to any Card transaction not originally submitted to Active, nor will Client submit a credit that exceeds the amount of the original Card transaction. Client will, within the time period specified by applicable law, provide Active with a credit memorandum or credit statement for every return of goods or forgiveness of debt for services that were the subject of a Card transaction.

### 16. USE OF TRADEMARKS

Client's use of Card Brand marks will fully comply with the Rules. Client's use of Active's marks must comply with our instructions. Client's right to use Active marks and the Card Brand marks will cease upon termination of this Agreement. The Card Brands are the sole and exclusive owners of their marks. Active is the sole and exclusive owner of all Active marks. Client agrees to not contest the ownership of the marks for any reason. Active may at any time, immediately and without advance notice, prohibit the use any of the trademarks for any reason.

### 17. INFORMATION SECURITY

Client must keep all systems and media containing account, Cardholder, or transaction information (physical or electronic, including but not limited to account numbers, and card imprints,) in a secure manner, to prevent access by or disclosure to anyone other than your authorized personnel. Client must destroy in a manner that will render the data unreadable all such media that you no longer deem necessary or appropriate to store (except for receipts maintained in accordance with this Agreement, Laws, Rules, and Policies). Further, Client must take all steps reasonably necessary to ensure Cardholder information is not disclosed or otherwise misused. Client may not retain or store magnetic stripe or CVV2, CVC2, or CID data after authorization. Client must notify Active in the event Client uses any agent that will have access to Cardholder data. Card Brand regulations mandate that all agents that access, store, transmit, or process Cardholder data must be registered and comply with the established data security standards of PCI DSS and PA-DSS.

If Client stores Cardholder account numbers, expiration dates, and other personal Cardholder data in a database, Client must follow Card Brand guidelines on securing such data. Client must, at all times, remain in compliance with the PCI DSS and PA-DSS, as applicable, and as mandated by the Card Brands and Active's sponsor bank.

In the event of breach of, intrusion of, compromise of, or otherwise unauthorized access to Cardholder account information which is stored and in the possession of Client or Client's agents, Client must immediately notify Active and provide us with information relating and pertaining to the type, nature, and extent of Cardholder account information which has been compromised. Further, Client must cooperate with Active regarding reasonable requests for information and details regarding the compromise of Cardholder account information. Client will make all reasonable, good faith efforts to remedy and address the cause of said breach, intrusion, compromise, or otherwise unauthorized access to Cardholder account information. Client shall maintain industry "best practices" regarding continuity procedures and systems to ensure security of Cardholder account information in the event of a disruption, disaster, or failure of Client's respective data storage system and/or facility.

### 18. THIRD PARTY SERVICE PROVIDERS

If Client uses special services or software provided by a third party to assist in processing transactions, including authorizations and settlements, or accounting functions, Client is responsible for ensuring compliance with the requirements of any third party. Active is not responsible for any transaction until the point in time Active receives data about the transaction. Active has relationships with the Card Brands to provide the Services. The Card Brands have the right to enforce any provision of the Card Brand Rules and to prohibit Client and Active from engaging in any conduct that the Card Brands deem could injure or could create a risk of injury to the Card Brands, including injury to reputation, or that could adversely affect the integrity of the interchange system, the Card Brands' Confidential Information as defined in the Rules, or both. Client will not take any action that could interfere with or prevent the exercise of this right by the Card Brands.



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### 19. ADDITIONAL REPRESENTATIONS AND WARRANTIES

In addition to all other warranties provided under this agreement, Client represents and warrants that (a) Client has never been placed on the MasterCard MATCH system or the Combined Terminated Merchant File, and if so, Client has disclosed this to Active and (b) all transactions are bona fide and no transaction involves the use of a Card for any purpose other than the purchase of goods or services from Client and does not involve a Cardholder obtaining cash from Client unless allowed by the Rules and agreed in writing with Active.

### 20. ADDITIONAL INDEMNIFICATION AND LIMITATION OF LIABILITY

In addition to any other indemnity obligations provided under this Agreement, Client also agrees to indemnify and hold harmless Active's sponsor bank for acting in accordance with any instruction from Client or Active regarding Client's use of the Services. Further, Client shall indemnify and hold harmless Active's sponsor banks, the Card Brands, and Active, and all employees, officers, directors, shareholders and agents of Active or Active's sponsor bank from any and all loss, cost, expense, claim, damage, and liability (including attorneys' fees and costs) paid or incurred by any one or more of them, arising from, caused by, or attributable to, any of the following: (1) any Card transaction processed under this Agreement, (2) any breach by Client of this Agreement and those related to any bankruptcy proceeding; (3) willful misconduct, fraud, intentional tort or negligence by Client or that of Client's employees, agents or representatives; (4) theft, embezzlement, or unauthorized use; or (5) action by Active or Active's sponsor bank exercising any right under this Agreement, Laws, Rules, or Policies. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S SPONSOR BANK'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO \$10,000 U.S. DOLLARS.

### 21. IRS REPORTING

To comply with IRS 1099-K reporting requirements, Active may be required to file a form 1099-K with the U.S. Internal Revenue Service (IRS). Active may collect 28% federal backup withholding upon transaction settlement, on behalf of the IRS, from Client if Client does not supply your legal name, SSN or EIN, or if Client fails to respond to a request from Active to verify the same. All withholdings will be remitted to the IRS as required by law. To avoid potential backup withholdings, Client should notify Active any time there is a change to your SSN, EIN, legal name, or business address, and ensure you respond to any request for verification and record update from Active.

### 22. RIGHTS AND REMEDIES CUMULATIVE

The rights conferred upon Active, Active's sponsor banks, and the Card Brands in this Agreement are not intended to be exclusive of each other or of any other rights and remedies Active has under this Agreement, at law, or in equity. Rather, each and every right Active has at law or in equity will be cumulative and concurrent and in addition to every other right.

### 23. AMENDMENTS

This Agreement and the Policies referenced and incorporated in this Agreement may be amended, modified, or revised at any time without notice. While Active may notify Client as the Agreement or Policies are modified, it is Client's sole responsibility to review and maintain familiarity with the Agreement and Policies, including any changes that may be made to these documents, respectively, from time to time thereto, and Client is bound by any changes. The amendments to this Agreement and/or Policies referenced herein will become effective and binding upon Client immediately. In the event Client does not agree to the aforementioned amendments and do not wish to be bound the terms and conditions thereto, Client shall provide written notice to Active. Notwithstanding the foregoing, changes to fees authorized by this Agreement will be effective upon the giving of notice to Client and any fee increase, change in Rules, or other requirement imposed by Card Brands may be passed on to Client and will be effective upon the giving of notice to Client.

### 24. AGENCY RELATIONSHIP

Client authorizes Active with respect to the Services to act as Client's agent for the limited purposes of holding, receiving, and disbursing funds on Client's behalf. Client's authorization permits Active to generate an electronic funds transfer to process each payment transaction. This authorization will continue until this Agreement is terminated. Client agrees that Active's receipt of transaction proceeds satisfies your customers' obligations to Client. Active will remit funds actually received by Active on Client's behalf, less amounts owed to Active, subject to any chargebacks or reserve withheld or applied as per this agreement.

### 25. SECURITY INTEREST, RESERVE, RECOUPMENT, PERSONAL GUARANTEE

Because Active is financially responsible for action taken by you using the Services, we require certain protective measures as outlined below.

This Agreement will constitute a security agreement under the Uniform Commercial Code. You grant to us a security interest in and lien upon: (a) all funds representing amounts owing you under this Agreement at any time in the Member Operating Account, regardless of the source of such funds; (b) all funds at any time in the Reserve Account (as defined below), regardless of the source of such funds; (c) present and future Card transactions; and, (d) any amount which may be due to you under this Agreement, including, without limitation all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). You agree to provide other security to us upon request to secure your obligations under this Agreement. These security interests and liens will secure all of your obligations under this Agreement and any other agreements now existing or later entered into between you us including, but not limited to, your obligation to pay any amounts due and owing to us. We may exercise this security interest without notice or demand of any kind by making an immediate withdrawal or freezing of your Secured Assets. Upon our request, you will execute one or more financing statements or other documents to evidence this security interest. You represent and warrant that no other person or entity has a security interest in the Secured Assets. With respect to such security interests and liens, we will have all rights afforded under the Uniform Commercial Code and any other applicable law and in equity. You must obtain from us written consent prior to granting a security interest of any kind in the Secured Assets to a third party. You agree that this is a contract of recoupment. As such, we are not required to file a motion for relief from a bankruptcy action automatic stay to realize on any of the Secured Assets. Nevertheless, you agree not to contest or object to any motion for relief from the automatic stay filed by us. You authorize us and appoint us your attorney in fact to sign your name to any financing statement used for the perfection of any security interest or lien granted hereunder.



## Schedule

For the purpose of providing a deposit and a source of funds to pay us for amounts owed by you, you shall deposit to an account maintained by us titled to our sponsor banks, initially or at any time in the future, as requested in good faith by us, sums sufficient to satisfy your current and/or future obligations as determined by us ("Reserve Account"). Funds, if any, in the Reserve Account shall remain in the Reserve Account until each of the following has occurred: (a) this Agreement has been terminated; and, (b) you have paid us in full all amounts owing or that could ever be owed under this Agreement, including, without limitation, all outstanding or uncollected amounts and potential chargebacks. Our sponsor banks shall have sole control of the Reserve Account. Our sponsor banks or we may, at any time, require that the amount on deposit in the Reserve Account be increased and shall have sole discretion as to the amount from time to time. In no event shall you be entitled to a return of any sums remaining in the Reserve Account for 270 days following the effective date of termination of this Agreement. We have the right to debit your funds in the Member Operating Account to establish, increase, or maintain funds in the Reserve Account. We may deposit into the Reserve Account funds we would otherwise be obligated to pay you, for the purpose of establishing, increasing, or maintaining the Reserve Account in accordance with this section, if we determine such action is reasonably necessary to protect our interests. You understand and agree that if you are required to establish a Reserve Account, you have an obligation under this Agreement to maintain at all times a balance in the Reserve Account sufficient to protect us against losses resulting from transactions initiated by you. Active may, without notice to Client, apply funds deposited in your Reserve Account against any outstanding amounts you owe us under this Agreement or any other agreement between Client and Active. Also, Active may debit your Reserve Account to exercise our rights under this Agreement to collect any amounts due to us including, without limitation, rights of set-off and recoupment.

Active has the right of recoupment and set-off. This means that Active may offset any outstanding or uncollected amounts owed to us from: (a) any amounts owed to Client and (b) any other amounts Active may owe Client under this Agreement or any other agreement. Client acknowledges that in the event of a bankruptcy proceeding, in order for you to provide adequate protection under Bankruptcy Code § 362 to Active, Client must create or maintain the Reserve Account and Active will have the right to offset against the Reserve Account for any and all obligations which Client may owe to Active, without regard to whether the obligations relate to Card transactions initiated or created before or after the filing of the bankruptcy petition.

### 26. DESIGNATION OF DEPOSITORY

The financial institution set forth in Client's application or order form is designated by Client as a depository institution ("Depository") for its card indebtedness hereunder. Such financial institution must be a member of an Automated Clearing House Association. Client authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Client's account(s) with Depository (the "Account(s)"). Active and/or its sponsor banks may charge the Account(s) for any amount due under this Agreement. Active must approve in writing any proposed changes to the Account(s) or to the Depository. Client represents and warrants that: (a) the Client Account(s) will always be in the same legal and DBA (if applicable) name as Client's name on Client's application or order form; (b) Client will own and maintain control of the Account(s) and will keep such Account(s) open at all times during the term and as long as any reserve account is in effect; and, (c) the Account(s) will not be associated with any merchant processing activity that is illegal or prohibited by the Rules or Law, including without limitation merchant processing activity associated with other accounts and/or processors. Client hereby authorizes Depository to release any and all account information to Active as Active may request without any further authorization, approval, or notice from or to Client.

### 27. DISCOVER PROGRAM MARKS

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

### 28. Termination

**28 (a) Termination without cause.** Active or its sponsor bank may terminate this Agreement without cause upon 30 days advance written notice to Client.

**28 (b) Termination for cause.** Active or its sponsor bank may terminate this Agreement in its sole discretion, effective immediately, upon written notice to Client if Active or its sponsor bank reasonably determines that any of the following conditions exist:

- (i) Client has violated any provision of this Agreement.
- (ii) There is a material adverse change in Client's financial condition, material change in Client's processing activity, processing activity inconsistent with the Merchant Application, or Active or its sponsor bank determines in its sole discretion that Client's processing activity could result in a loss to Active or Active's sponsor bank.

[Products & Services General Terms](#) > General Terms

## Products and Services General Terms

Last Updated May 12, 2021

Client's relationship with Active and Client's use of Active's products and services (including Client's licensing of Active's SaaS, Client's use of Services, and/or Client's purchase or leasing of Hardware) are subject to the terms and conditions set forth herein and are between Client and Active. Capitalized terms are defined in [Section 7](#) below, unless otherwise defined within the body of this Agreement, the applicable Product Attachment, or Schedule. In order to use the Products, Client must first agree to this Agreement. Client represents and warrants that Client has the necessary and full right, power, authority, and capability to accept this Agreement, to bind Client's organization, and to perform Client's obligations hereunder. Client can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to Client by Active in the user interface for any Product; (b) signing a document where a link to this Agreement appears in an order form, Schedule, or other document provided to Client by Active; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually using the Products. In the case of (d), Client understands and agrees that Active will treat Client's use of the Products as acceptance of this Agreement from that point onwards. Client may not use the Products and may not accept this Agreement if (i) Client is not of legal age to form a binding contract with Active, or (ii) Client is a person barred from receiving the Products under the laws of the United States or other countries, including the country in which Client is a resident or from which Client uses the Products. Client may not use the Products if Client does not accept this Agreement. By accepting this Agreement, Client agrees as follows:

### 1. AGREEMENT STRUCTURE AND SCOPE.

**1.1. General Terms and Incorporation of Product Terms.** This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of SaaS and the provision of Products. Additional Product-specific terms and conditions are set forth in one or more documents referenced in the applicable Schedule, each of which is incorporated herein (each, a "**Product Attachment**"). All references to the "**General Terms**" mean this document, exclusive of Product Attachments and Schedules.

**1.2. Incorporation of Schedules.** The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

**1.3. Incorporation of EULAs.** Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party EULA(s).

**1.4. Incorporation of Exhibits.** Client's use of any payment processing services hereunder will be subject to, and Client will comply with, this Agreement and an applicable Exhibit(s).

**1.5. Affiliates.** Client's Affiliates may order Products from Active (or one of Active's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Active (or an Affiliate of Active), reference in this Agreement to "**Client**" and "**Active**" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

### 2. FINANCIAL TERMS.

**2.1. Fees; Payment Terms; Currency.** Fees, currency, and payment terms are specified in the applicable Schedule. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within 30 days from either (a) the end of the remittance cycle during which the fees accrued (if related to registrations or transaction processing), or (b) the date of the applicable invoice. Past due fees will accrue interest at the lesser of the annual rate of 10% per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee, Client agrees to reimburse Active for any fees and expenses incurred in its collection efforts. Payment of fees is under no circumstances subject to, or conditioned upon, the delivery of future Products or functionality. Except as otherwise

expressly provided in a Schedule, Active may modify the fees once per calendar year upon 30 days' notice, provided that any such increase will not exceed 12.5% over the then-current transaction fees or 5% over the then-current subscription fees.

**2.2. Additional Payment Terms.** If Active reasonably believes that a transaction by Client, Licensee, or End User, as applicable, may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from Client's account or any payment Active owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

**2.3. Credit Card Surcharging.** All fees described in the applicable Schedule are in consideration of the SaaS and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any End User.

**2.4. Taxes.** The prices stated in this Agreement do not include Taxes. Client is responsible for, and agrees to pay, any and all required Taxes which may be assessed on Client's invoices. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. Client is solely responsible for determining which, if any, Taxes apply to End Users or Licensees in connection with Client's use of the Products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Products, to the extent not prohibited by law, to the extent not prohibited by law, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto. Active reserves the right to modify this section and apply all required Taxes to this Agreement upon providing a thirty (30) day written notice to Client in order to comply with applicable laws. When Active is acting as the payment facilitator and Client elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the Term of the Agreement, Active may, upon at least five (5) business days' prior written notice, (a) require Client to send to Active Client's books and records related to its sales tax payments, and/or (b) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

### 3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION.

**3.1. Reservation of Rights.** All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all right, title, and interest in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

**3.2. Restrictions.** Unless otherwise set forth in a EULA, Product Attachment, or Schedule, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed pursuant to this Agreement to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with this Agreement and all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes. Further, Client will: (o) not use the SaaS to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS; (iii) that is inaccurate

or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (p) not attempt to gain access to any systems or networks that connect to the Services or SaaS except for the express purpose of using the SaaS for their intended use; (q) not engage in any activity that interferes with or disrupts the SaaS; and (r) not use the SaaS in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

**3.3. Enforcement.** Client will (a) ensure that all Client users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

**3.4. Active Indemnification.** Active agrees to defend, settle, and pay damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("Claims") against Client to the extent that such Claim is based upon Active's proprietary Products (excluding Professional Services and Third Party Products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement.

**3.5. Client Indemnification.** To the extent not prohibited by law, Client will defend, indemnify, and hold Active harmless from and against any and all third party claims, demands, causes of action or proceedings (whether threatened, asserted, or filed) ("Claims") against Active to the extent that such Claim is based upon (a) any actual, alleged or anticipated breach by Client of this Agreement; (b) injury or death to a person or damage to property resulting from the participation in an Event operated by Client in connection with the Services and/or SaaS; (c) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (d) use or unauthorized disclosure of Participant Information (as defined in the Product Attachment) by Client or other third parties to whom access is given to Participant Information as provided hereunder; (e) Client's use of the Services and/or SaaS in violation of Section 3.2 of these General Terms; and/or (f) any claims for refunds or chargeback requests from End Users.

#### 4. DISCLAIMERS AND LIMITATION OF LIABILITY.

**4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLIENT ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (A) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (B) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (C) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (D) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (E) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (F) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I) THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE LESS ANY AMOUNTS PAID BY ACTIVE WITH RESPECTIVE TO LIABILITIES UNDER THIS AGREEMENT, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF CLIENT RESIDES OUTSIDE OF THE U.S., THIS DOES NOT AFFECT ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

**4.2** TO THE EXTENT THIS AGREEMENT IS GOVERNED BY ENGLISH LAW, THE FOLLOWING APPLIES: ACTIVE IS LIABLE UNDER APPLICABLE STATUTORY PROVISIONS FOR INTENT AND GROSS NEGLIGENCE. THE SAME APPLIES TO ASSUMPTIONS OF GUARANTEES, STRICT LIABILITY, OR INJURY TO LIFE, LIMB, OR HEALTH. ACTIVE IS LIABLE FOR ANY NEGLIGENT BREACHES OF ESSENTIAL CONTRACTUAL OBLIGATIONS BY ACTIVE BUT THE AMOUNT SHALL BE LIMITED TO THE TYPICALLY OCCURRING FORESEEABLE DAMAGE. ANY ADDITIONAL LIABILITY OF ACTIVE IS EXCLUDED.

**4.3** TO THE EXTENT THIS AGREEMENT IS GOVERNED BY AUSTRALIAN LAW, THE FOLLOWING APPLIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY CONDITION OR WARRANTY, THE EXCLUSION OF WHICH COULD BE VOID OR OTHERWISE CONTRAVENE THE TRADE PRACTICES ACT 1974 (CTH) OR ANY OTHER APPLICABLE LAW ("NON EXCLUDABLE CONDITION"), ALL SOFTWARE AND SERVICES OF ACTIVE ARE PROVIDED TO CLIENT ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ANY NON-EXCLUDABLE CONDITION OR OTHERWISE AS CONTAINED IN THIS AGREEMENT, ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET CLIENT'S REQUIREMENTS. WHERE LEGISLATION IMPLIES INTO THIS AGREEMENT ANY NON-EXCLUDABLE CONDITION, ACTIVE'S LIABILITY FOR ANY BREACH OF SUCH NON-EXCLUDABLE CONDITION WILL BE LIMITED AT ACTIVE'S SOLE DISCRETION TO ONE OR MORE OF THE FOLLOWING: (1) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (II) THE REPAIR OF THE GOODS; (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (IV) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; (2) IN THE CASE OF SERVICES: (I) THE SUPPLYING OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN. (B) ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFIT, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, ANTICIPATED SAVINGS OR COMPUTER FAILURE WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ACTIVE OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH LOSS OUGHT REASONABLY TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AT THE AGREEMENT DATE. DESPITE ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE LESS ANY AMOUNTS PAID BY ACTIVE WITH RESPECTIVE TO LIABILITIES UNDER THIS AGREEMENT.

**4.4** FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

## **5. TERM AND TERMINATION.**

**5.1. Term.** The Term for each Product or Service offered under this Agreement will be as set forth in the applicable Product Attachment. This Agreement will continue until either party terminates all Schedules and Product Attachment as provided hereunder.

**5.2. Termination.** Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a 10 day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of these General Terms. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

**5.3. Suspension.** Active will be entitled to suspend any or all Services or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon 10 days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement, Client's use of the Services or SaaS is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. Further, Active, in its sole discretion, may terminate Client's password, accounts (or any part thereof), and/or Client's right to use the Services, and remove and discard any and all of Client's content within the Services, at any time for any reason or no reason, including, without limitation, for lack of use, failure to timely pay any fees or other monies due Active, or if Active believes Client has violated or acted inconsistently with the letter or spirit of this Agreement. Client agrees that any termination of its use of the Services may be effected without prior notice, and acknowledges and agrees that Active may immediately deactivate or delete Client's account and all related content and files related to Client's account and/or bar any further access to such files or Services. Further, Client agrees that Active shall not be liable to Client or any third party for any termination of use of or access to the Services. All provisions of this Agreement that by their nature should survive termination of Client's right to use the Services shall survive (including, without limitation, all limitations of liability, releases, indemnification obligations, disclaimers of warranties and intellectual property protections and licenses).

## 6. GENERAL PROVISIONS.

**6.1. Force Majeure.** Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

**6.2. Assignment.** Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Client may not resell, assign, or transfer any of its rights or obligations under this Agreement except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without the prior written consent of Active will be null and void.

**6.3. Change of Control.** Client will cause each Schedule hereunder to be assigned to (a) the purchaser of all or substantially all of Client's assets or equity securities or (b) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((a) and (b) together, a "Change of Control"). Client will provide written notice to Active of any proposed or completed Change of Control as soon as permissible and in any event within 5 days of the public announcement or close of the transaction, whichever occurs first. Within the 30 day period following such notice, Active will have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee is a competitor of Active or a party with whom Active does not want to do business. Client agrees to require that the purchaser or assignee (as outlined in this Section 6.3) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

**6.4. Export; Anti-Bribery.** The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of, or provide access to, any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not, and will not, make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

**6.5. Notices.** Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 7 of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered.

**6.6. Relationship.** This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

**6.7. Severability.** If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

**6.8. Survival.** The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3.2, 3.5, 4, 5.2, 6, and 7 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

**6.9. Amendments; No Waiver.** No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by both parties.

**6.10. Entire Agreement.** This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. All pre-printed terms of any Client purchase order, business processing document, or on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

**6.11. No Third Party Beneficiaries.** This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

**6.12. Governing Law and Venue.** Except as set forth below, this Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law provisions thereof and as applicable under United States federal law. The parties irrevocably agree that any legal action or proceeding relating to this Agreement will be instituted only in any state or federal court in Dallas County, Texas. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

If your principal place of business is in:	The governing law is:	The courts having exclusive jurisdiction are:
Canada	Province of British Columbia	Province of British Columbia
United Kingdom, Ireland, Germany, France, or Austria	England	England
Singapore	Singapore	Singapore
New Zealand	England	England
Hong Kong	Hong Kong	Hong Kong
Australia	New South Wales	Sydney, New South Wales
Switzerland	England	England
Denmark	England	England
Netherlands	England	England
Spain	England	England
Sweden	England	England

**6.14 Order of Precedence.** To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment will control. To the extent any provision of these General Terms or any Product Attachment conflict with the provisions of a Third Party EULA, the Third Party EULA will control. In the event of a conflict between a Schedule and these

General Terms or the applicable Product Attachment, the General Terms or the applicable Product Attachment will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule. Further, Client agrees and acknowledges that it shall not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party, amend, alter, or contract away (or seek to amend, alter, or contract away) any of its rights, liabilities, or obligations under this Agreement through any means (including, but not limited to, through any waiver, contract, terms, or communication with End Users (individually and collectively, "Client Terms")). Client agrees and acknowledges that any such amendment, alteration, or contracting away of any such liabilities, or obligations under this Agreement shall be void, and of no force or effect. Active shall bear no liability or obligation to any End User under any Client Terms, and any provision of any Client Terms that is inconsistent with this Agreement, or that expressly, implicitly, or effectively imputes any liability or obligation upon Active to any End User or to any other third party shall be void, and of no force or effect.

**6.15 Interpretation.** Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

**6.16 Counterparts.** These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

**6.17 Remedies Cumulative; Injunctive Relief.** All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

**6.18 U.S. Government Restricted Rights.** The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

## 7. DEFINITIONS.

**"Active"** means Active Network, LLC, or, if Client's principal place of business is in Canada, The Active Network, Ltd., together with their Affiliates, with a principal place of business at 5850 Granite Parkway, Suite 1200, Plano, TX 75024.

**"Affiliates"** of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

**"Agreement"** means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

**"Client"** means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

**"Documentation"** means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable SaaS or Services, as updated by Active from time to time.

**"Effective Date"** means the date of last signature on page one of this Agreement.

**"Export Laws"** means export control laws and regulations of the countries and/or territories in which Active operates or in which the Products are used, accessed, or from which the Products are provided.

**"Hardware"** means computer hardware, equipment, and/or utilities supplied by Active pursuant to a Schedule.

**"Intellectual Property"** means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights,

trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

**“Maintenance Services”** means the provision of Updates and Upgrades related to the SaaS all as more particularly set out in the applicable Product Attachment and/or Schedule.

**“Preamble”** means the first paragraph of these General Terms.

**“Products”** means, collectively, SaaS, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of this Agreement.

**“Professional Services”** means the implementation, site planning, configuration, integration, and deployment of the SaaS, training, project management, or other consulting services.

**“Protected Materials”** means Products, except for Hardware.

**“SaaS”** means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active’s web sites; and (c) associated services, as more fully described in the applicable Product Attachment. SaaS functionality is subject to change from time to time at Active’s sole discretion.

**“Services”** means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

**“Schedule”** means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein “accepted” (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

**“Support Services”** means the provision of technical assistance for SaaS or Hardware as further described in an applicable Product Attachment and/or Schedule.

**“Taxes”** means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active’s net income.

**“Third Party EULA”** means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

**“Third Party Products”** means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

**“Updates”** means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the SaaS that are provided as part of Maintenance Services. Updates exclude Upgrades.

**“Upgrades”** means a new SaaS release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

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ACTIVE Network, LLC  
5850 Granite Parkway  
Suite 1200,  
Plano, TX 75024

[Products & Services Terms](#) > Recreation and Membership Management Product Attachment

## Recreation and Membership Management Product Attachment

Last Updated May 12, 2021

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

**1. SERVICES.** Active will provide Services related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "**Events**"), including without limitation access to its SaaS. Client agrees to cooperate with Active and to provide Active with certain information relating to Client's organization as necessary for Active to provide the Services and SaaS. SaaS provided hereunder are deemed delivered when access is made available to Client.

### 2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

**2.1.** Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the Term of this Product Attachment (a) to use the SaaS for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with Client's Event(s) solely in accordance with the Agreement and the Schedule, which for purposes hereof will include the support and maintenance handbook applicable to the Products (available for review in the Client portal), as may be updated from time to time, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and Event, which may include content regarding the Event, Client's organization's name, trademarks, service marks, and logo (collectively, the "**Marks**"), in connection with the promotion of Client's organization or Events and the Services that Active provides.

**2.2.** Client will make reasonable efforts to promote and encourage the use and availability of the SaaS in connection with the promotion of Events. During the Term of this Product Attachment, Active will be the sole and exclusive provider of registration software and other services similar to the SaaS and Services provided to Client hereunder for all of Client's Events for which registration begins during the Term of this Product Attachment until the Event occurs. For clarity, if an Event occurs after this Agreement is terminated, other than for Active's uncured material breach, and registration for such Event begins during the Term of this Agreement, then Active SaaS shall be used. Client expressly understands and agrees that the exclusivity set forth in this Section 2.2 is consideration in exchange for the pricing and other benefits being provided to Client hereunder. Without limiting the foregoing, Client will not enter into any agreement, arrangement, or relationship with any other party that offers online registration or transaction processing services similar to the SaaS provided to Client hereunder.

**2.3.** Active may present commerce offers to users who register for, sign up, or otherwise use the SaaS in connection with the Events ("**End Users**"). Any such End Users may opt in to receive information, items, or promotions/deals from Active or third parties, in which case, Active or such third party will be responsible for fulfillment and providing customer service for any such offers. Client will not present any competing offers to End Users.

### 3. INFORMATION COLLECTION.

**3.1.** Active collects certain information from End Users, individuals, and/or Licensees as part of the registration process for Events (collectively, "**Participant Information**"). Client may login to Active's data management system to access the Participant Information. Client is responsible for the security of its login information and for the use or misuse of such information. Client will immediately disable a user's access who is using the SaaS on its behalf or notify Active in writing if any such user is no longer authorized or is using such information without Client's consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiaries, and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives, to the extent not prohibited by law, covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the SaaS and Services of any individual as directed

by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, Client agrees that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. Client agrees not to use the SaaS or Services to collect or elicit (a) any special categories of data (as defined in the General Data Protection Regulation, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the SaaS that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the SaaS that are intended for that purpose.

**3.2.** Both parties agree to use the collected information in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information (e.g., by including an appropriate CAN-SPAM Act and Canadian Anti-Spam Legislation opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (b) applicable credit card network rules and Payment Card Industry Data Security Standards; and (c) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

#### 4. FEES.

**4.1.** Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Active will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a payment facilitator according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.

**4.2.** Any minimum volume commitment will be set forth in the applicable Schedule. The minimum volume calculation will begin on the date of the first live operational use of the SaaS for the Event(s) ("Go-Live Date"). If the Schedule indicates that Client is paying on a subscription basis, Client will be invoiced for the first month of subscription fees upon the Go-Live Date, with subsequent subscription fees being invoiced monthly.

**4.3.** If (a) there are any overdue or overage amounts owed by Client; or (b) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by Client by issuing an invoice, or by offsetting the deficiency from any account balance Client maintains with Active or any payment Active owes Client.

**4.4.** In the event Client is entering into this Product Attachment and using the Services and/or SaaS for the benefit of a third-party Event or organization ("Third Party Recipient"), Client agrees that Active can remit amounts directly to the Third Party Recipient identified by Client. In addition, Client will cause each Third Party Recipient to agree to and comply with provisions that are at least as protective of Active as Sections 3 and 4 of the General Terms in Client's agreement with such Third Party Recipient. Should Client fail to obtain such agreement to such provisions and the failure results in costs or damages to Active, to the extent not prohibited by law, Client agrees to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, Client is responsible and liable for each Third Party Recipient's compliance with the terms and conditions of the Agreement.

**4.5.** It is Client's responsibility to notify End Users of Client's refund policy. Client must ensure that Client's refund policies are consistent with the Agreement. Client agrees that all fees for a given Event are earned by Client only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to Client will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments will be made to Client with respect to any Event that is cancelled. If payments have already been made by Active to Client for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from Client's account or payment owed by Active to Client and return the value to the End User, and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

#### 5. TERM AND TERMINATION.

**5.1.** Unless otherwise set forth in the applicable Schedule, this Product Attachment will commence on the Effective Date and will continue in effect until the earlier to occur of (i) its termination in accordance with the terms and conditions below and (ii) the third anniversary of the Effective Date (the "Initial Term"). This Product Attachment shall renew automatically following the Initial Term for subsequent renewal terms thereafter of three (3) years (the "Renewal Term(s)", and, together with the Initial Term, the "Term") unless either Party delivers written notice to the other Party at least 12 months prior to the expiration of the then-current Term of its intent to terminate this Product Attachment upon the completion of the Initial Term or any Renewal Term. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for

additional Services and/or SaaS that are related to or interoperable with Services or SaaS set forth in a previously entered into Schedule, the Term of such subsequent Schedule will be concurrent and coterminous with the Term of the previously entered into Schedule.

**5.2.** If Client has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Active may terminate this Product Attachment and the effected Schedule.

**6. NON-APPROPRIATION.** Client's obligations and all amounts payable hereunder are contingent upon sufficient appropriations therefore by Client's Governing Body. If sufficient appropriations are not made, Client will notify Active of the same, and this Agreement will terminate forthwith. Client represents that it intends to fulfill its obligations under this Agreement and reasonably believes that funds in amounts sufficient to fulfill these obligations lawfully can and will be appropriated and made available for this purpose. In the event funds are not appropriated in amounts sufficient to fulfill these obligations, Client shall use its best efforts to satisfy any requirement for payment from any other source of funds legally available for this purpose. Notwithstanding the foregoing, Client shall notify Active within ten (10) days of any action by Client's governing body not to appropriate funds for payment of Client's obligations hereunder, and will provide with such notice a copy of the resolution, minutes or recording of such action.

## 7. MISCELLANEOUS.

**7.1.** Sections 5 and 7 of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

**7.2.** The "Liquidated Damage Amount" equals the "Annual Projected Contract Value" (to the extent such amount is specified in the applicable Schedule(s)) times the number of years in the then-current Term, minus the amount of revenue already paid to Active during the then-current Term, net of all refunds, credit card chargebacks, and all other deducted amounts. Client agrees that (a) it will pay Liquidated Damages to Active if (i) Client breaches its exclusivity obligations under Section 2.2 of this Product Attachment; (ii) Active terminates a Schedule and/or the Agreement in accordance with Section 5.2 of the General Terms; (iii) Client fails to cause an assignment as specified in Section 6.2 of the General Terms; and/or (iv) Active terminates a Schedule and/or the Agreement pursuant to Section 6.3 of the General Terms; (b) all Liquidated Damage Amounts set forth in the Agreement will automatically reset during each Renewal Term; (c) Active may offset any Liquidated Damages Amount set forth in the Agreement from any account balance Client maintains with Active or any payment Active owes Client; (d) because of the difficulty in making a precise determination of actual damages incurred by Active, the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (e) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount will be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.

ACTIVE Network is on a mission to make the world a more active place. With deep expertise in activity and participant management™, our ACTIVE Works® cloud technology and online event registration software powers the world's activities and connects people with the things they love, want and need to do.



## Third Party Hardware Terms

Last Updated May 12, 2021

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

### 1. PURCHASE AND SALE; DELIVERY.

**1.1** Active hereby agrees to sell to Client, and Client hereby agrees to purchase from Active, the Third Party Products listed in the applicable Schedule in the volumes and at the prices described therein. For purposes of this Addendum, "**Third Party Products**" means those hardware, firmware and/or software products, provided to Active by third parties, listed in the Schedule, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include SaaS developed by Active.

**1.2** Active will ship all or any part of the Third Party Products to Client as soon as reasonably practicable (or, if the below-described purchase order documentation does not seek immediate shipping, at the time Active considers reasonable in order to meet the desired delivery date described) after receipt by Active of a purchase order from Client specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefore, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

**1.3** Following delivery by Client of any purchase order documentation described in Section 1.2, no changes by Client to the shipment schedule described therein will be permitted unless Active is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

**1.4** Purchase orders delivered by Client to Active in respect of Third Party Products are not binding upon Active until accepted by Active in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Client, other than the information required by Active as set forth expressly in this Agreement, will be binding upon Active, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that Active may accept or otherwise approve such purchase orders. Active reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in Section 2.2.

**1.5** Client may purchase Third Party Products in addition to those listed in the Schedule by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in the Schedule on the date of execution of Schedule subject to the following: (a) the price for such additional Third Party Products is subject to agreement between the parties each in their own absolute discretion, and (b) Active shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Client without any liability to Client whatsoever for such discontinuance.

### 2. CHARGES AND PAYMENTS.

**2.1** The pricing applicable to Third Party Products is as set out in the Schedule in the form finally agreed to by the Parties.

**2.2** Client acknowledges that: (a) the prices described in the Schedule are applicable for thirty (30) days after the date of execution hereof, and such prices are based upon Client taking delivery of the full number of any particular Third Party Product listed in the Schedule in a single shipment; and (b) Client hereby agrees that after the expiry of such initial thirty (30) day period or, in case of Client seeking, in a particular shipment, delivery of less than

all of the Third Party Products of a particular type listed the Schedule, the actual prices may be higher. Prior to shipment of any Third Party Products that would be subject to pricing that differs from that described in the Schedule, Active will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and Active, in writing.

**3. SUPPORT FOR THIRD PARTY PRODUCTS.** For the purpose of isolating support issues and responsibility in respect of Third Party Products and their interaction with any Products, Active will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry.

**4. PROPRIETARY RIGHTS.**

**4.1** Client acknowledges that any Third Party Products supplied by Active hereunder are supplied by Active as a reseller thereof and that the Third Party Products are subject to the intellectual property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Client will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights, and Client will defend or settle any claim made or any suit or proceeding brought against Active insofar as such claim, suit, or proceeding is based on an allegation that any Third Party Product provided to Client hereunder has been installed, used, or otherwise treated by Client or any client or customer of Client in violation of the proprietary rights of any third party or on an allegation that Client or any client or customer of Client has disclosed or used any confidential business or technical information connected with any Third Party Product, provided that Active will notify Client in writing promptly after the claim, suit, or proceeding is known to Active and will give Client such information and assistance as is reasonable in the circumstances. Client will have sole authority to defend or settle any such claim at Client's expense. To the extent not prohibited by law, Client will indemnify and hold Active harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding.

**4.2** Client acknowledges that the possession, installation and use of all Third Party Products which are software shall be governed by the terms of the software license(s) of the persons other than Active who possess the rights to control such possession, installation and use.

**5. WARRANTY.**

**5.1** Active warrants to Client that Active has the right to deliver the Third Party Products subject to any documentation accompanying such Third Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third Party Products that are software.

**5.2** Third Party Products are warranted by the manufacturers, suppliers or licensors thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and Client agrees that Client will rely solely on such Third Party Product warranties. Client agrees not to make a claim against Active on account of any warranty, express or implied, which may apply to any Third Party Product. If Client notifies Active of a defect or nonconformity within thirty (30) days of the date of delivery of such Third Party Product, Active will assist Client in troubleshooting such Third Party Product in accordance with Section 3. If such defect or nonconformity cannot be remedied during such troubleshooting and such Third Party Product is still under the Third Party Product warranty, Active shall contact the applicable manufacturer, supplier or licensor of such Third Party Product to coordinate any returns or refunds. If a notice of a defect or nonconformity is received by Active from Client of the defect or nonconformity following the initial the 30-day period, Active's sole obligation and liability will be to provide support in accordance with Section 3. Returns and refunds are at the sole discretion of the applicable manufacturer, supplier or licensor.

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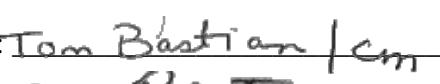
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ACTIVE Network, LLC  
5850 Granite Parkway  
Suite 1200,  
Plano, TX 75024

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD OF POLICE COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF SERGEANT WITHIN THE VILLAGE POLICE DEPARTMENT	<b>AGENDA NO. 10.</b>  <b>AGENDA DATE:</b> 06/13/2022
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<b>STAFF REVIEW:</b> Robert Schaller, Chief of Police	SIGNATURE: 
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney	SIGNATURE: 
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	SIGNATURE: 
<b>REVIEWED &amp; APPROVED BY PSC:</b>	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

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

Due to the retirement of one Sergeant that took effect June 2, 2022, it is necessary to promote one (1) Sergeant off the Sergeant eligibility list.

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

Our current police department composition ordinance (Section 5-1-1 of the Village Code of Ordinances) establishes the following as far as number and rank of positions within the police department:

Chief of Police -1

Deputy Chief of Police -2

Sergeants – 3

Patrol Officers - in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total department composition not to exceed twenty-seven (27) members

TOTAL: 27 sworn officers

Currently the total number of sworn officers is 24 in the police department.

#### ACTION PROPOSED:

Adopt the Resolution, which will enable the Board of Police Commissioners (BOPC) of the Village of Willowbrook to effect the original appointment of one (1) candidate to fill vacancies in the rank of Sergeant.

**RESOLUTION NO. 22-R-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD OF POLICE  
COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT  
THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN  
THE RANK OF SERGEANT WITHIN THE VILLAGE POLICE DEPARTMENT**

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Board of Police Commissioners (BOPC) is hereby authorized and directed to effect the original appointment of one (1) candidate to fill a vacancy in the rank of Sergeant within the Willowbrook Police Department.

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

PASSED and APPROVED this 13th day of June, 2022 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

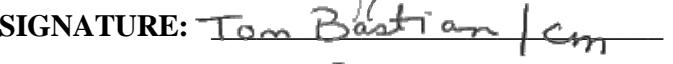
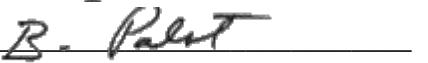
# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE BEING THE ANNUAL APPROPRIATION ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE PURPOSES FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023

**AGENDA NO.** 11.**AGENDA DATE:** 6/13/2022**STAFF REVIEW:** Michael Rock, Chief Financial Officer **SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian, Village Attorney **SIGNATURE:** **RECOMMENDED BY:** Brian Pabst, Village Administrator **SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES  Date \_\_\_\_\_ NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

Submitted for your adoption is the Annual Appropriation Ordinance for the fiscal year commencing on May 1, 2022 and ending April 30, 2023, of the Village of Willowbrook, DuPage County, Illinois. The Village is under the Illinois Appropriation Act and each year is required to adopt an appropriation ordinance within the first quarter of the fiscal year.

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

The ordinance presented for your approval provides expenditure/expense amounts by fund that the Village cannot exceed in the fiscal year 2022-23 (legal level of spending). The ordinance does not replace the previously adopted Administrative Budget that serves as the management tool to monitor expenditures/expenses against approved budgeted line items.

Also attached is the Certificate of Estimated Revenues.

**ACTION PROPOSED:**

Pass the ordinance.

**ORDINANCE NO. 22-O—**

**AN ORDINANCE BEING THE ANNUAL APPROPRIATION ORDINANCE MAKING  
APPROPRIATIONS FOR CORPORATE PURPOSES FOR THE  
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS FOR THE  
FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023**

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**WHEREAS**, the corporate authorities of the Village of Willowbrook (the "Village"), DuPage County, Illinois caused to be prepared in tentative form the Appropriation Ordinance for the Fiscal Year Commencing May 1, 2022 and Ending April 30, 2023; and

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

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

**SECTION 1.** That the following sums, or so much thereof as hereby may be authorized by law, be and the same are hereby appropriated to pay all necessary expenses and liabilities of the Village of Willowbrook, DuPage County, Illinois, for the fiscal year beginning May 1, 2022 and ending April 30, 2023, for a General Corporate Fund, a Water Fund, a Motor Fuel Tax Fund, a Special Service Area Bond and Interest Fund, a Police Pension Fund, a Water Capital Improvements Fund, a Capital Projects Fund, a Debt Service Fund, a Land Acquisition, Facility Expansion and Renovation Fund, and a Rt. 83/Plainfield Road Business District Tax Fund, and a Series 2022 Bond Fund, such appropriations are hereby made for the following objects and purposes:

VILLAGE OF WILLOWBROOK

APPROPRIATION

FY 2022/23

2022-23  
APPROVED

GL NUMBER	DESCRIPTION	BUDGET	APPROPRIATION
<b>Fund 01 - GENERAL FUND</b>			
Dept 05 - VILLAGE BOARD & CLERK			
01-05-400-147	MEDICARE	982	1,473
01-05-400-161	SOCIAL SECURITY	4,200	6,300
01-05-410-101	SALARY - MAYOR & VILLAGE BOARD	58,308	87,462
01-05-410-125	SALARY - VILLAGE CLERK	7,200	10,800
01-05-410-141	LIFE INSURANCE - ELECTED OFFICIALS	890	1,335
01-05-410-201	PHONE - TELEPHONES	571	857
01-05-410-301	OFFICE SUPPLIES	450	675
01-05-410-302	PRINTING & PUBLISHING	72	108
01-05-410-303	FUEL/MILEAGE/WASH	200	300
01-05-410-304	SCHOOLS/CONFERENCES/TRAVEL	1,599	2,399
01-05-410-307	FEES/DUES/SUBSCRIPTIONS	2,400	3,600
01-05-420-365	PUBLIC RELATIONS	88	132
Totals for dept 05 - VILLAGE BOARD & CLERK		76,960	115,440
Dept 07 - BOARD OF POLICE COMMISSIONERS			
01-07-400-147	MEDICARE	14	21
01-07-400-161	SOCIAL SECURITY	62	93
01-07-435-148	LIFE INSURANCE - COMMISSIONERS	228	342
01-07-435-239	FEES - BOPC ATTORNEY	5,000	7,500
01-07-435-301	OFFICE SUPPLIES	100	150
01-07-435-302	PRINTING & PUBLISHING	1,500	2,250
01-07-435-304	SCHOOLS/CONFERENCES/TRAVEL	1,000	1,500
01-07-435-307	FEES/DUES/SUBSCRIPTIONS	375	563
01-07-440-543	EXAMS - PHYSICAL	16,500	24,750
Totals for dept 07 - BOARD OF POLICE COMMISSIONERS		24,779	37,169
Dept 10 - ADMINISTRATION			
01-10-400-147	MEDICARE	5,413	8,120
01-10-400-151	IMRF	74,883	112,325
01-10-400-161	SOCIAL SECURITY	20,412	30,618
01-10-455-101	SALARIES - MANAGEMENT STAFF	156,921	235,382
01-10-455-102	OVERTIME	2,500	3,750
01-10-455-105	ASSISTANT VILLAGE ADMINISTRATOR	103,750	155,625
01-10-455-126	SALARIES - CLERICAL	107,872	161,808
01-10-455-131	PERSONNEL RECRUITMENT	1,250	1,875
01-10-455-141	HEALTH/DENTAL/LIFE INSURANCE	56,615	84,923
01-10-455-201	PHONE - TELEPHONES	17,500	26,250
01-10-455-301	OFFICE SUPPLIES	5,500	8,250
01-10-455-302	PRINTING, PUBLISHING & TRANSCRIPTION	2,500	3,750
01-10-455-303	FUEL/MILEAGE/WASH	750	1,125
01-10-455-304	SCHOOLS/CONFERENCES/TRAVEL	10,075	15,113
01-10-455-306	CONSULTING	50,000	75,000
01-10-455-307	FEES/DUES/SUBSCRIPTIONS	11,189	16,784
01-10-455-311	POSTAGE & METER RENT	3,333	5,000

VILLAGE OF WILLOWSBROOK

APPROPRIATION

FY 2022/23

2022-23  
APPROVED

GL NUMBER	DESCRIPTION	BUDGET	APPROPRIATION
01-10-455-315	COPY SERVICE	2,400	3,600
01-10-455-355	COMMISSARY PROVISION	10,000	15,000
01-10-460-225	INTERNET/WEBSITE HOSTING	15,022	22,533
01-10-460-263	EDP LICENSES	16,748	25,122
01-10-460-267	DOCUMENT STORAGE/SCANNING	20,000	30,000
01-10-460-306	CONSULTING SERVICES - IT	65,000	97,500
01-10-466-228	MAINTENANCE - BUILDING	45,000	67,500
01-10-466-236	NICOR GAS (835 MIDWAY)	1,500	2,250
01-10-466-240	ENERGY/COMED (835 MIDWAY)	3,000	4,500
01-10-466-251	SANITARY (835 MIDWAY)	650	975
01-10-466-351	BUILDING MAINTENANCE SUPPLIES	5,500	8,250
01-10-470-239	FEES - VILLAGE ATTORNEY	125,000	187,500
01-10-470-241	FEES - SPECIAL ATTORNEY	25,000	37,500
01-10-470-242	FEES - LABOR COUNSEL	15,000	22,500
01-10-471-253	CONSULTING FEES - CLERICAL	95,000	142,500
01-10-475-365	PUBLIC RELATIONS	10,000	15,000
01-10-480-272	INSURANCE - IRMA	140,060	210,090
01-10-480-273	SELF INSURANCE - DEDUCTIBLE	6,000	9,000
01-10-480-276	WELLNESS	15,000	22,500
01-10-485-602	BUILDING IMPROVEMENTS	15,000	22,500
01-10-485-611	FURNITURE & OFFICE EQUIPMENT	15,000	22,500
01-10-485-642	VILLAGE HALL SIGNAGE	80,000	120,000
01-10-490-799	CONTINGENCIES	25,000	37,500
01-10-630-305	TUITION REIMBURSEMENT	3,000	4,500
01-10-900-112	TRANSFER TO DEBT SERVICE - 2015	280,739	421,109
01-10-900-113	TRANSFER TO SERIES 2022 TAXABLE BOND	520,453	780,680
01-10-900-115	TRANSFER TO SERIES 2022 TAX-EXEMPT BON	194,198	291,297
Totals for dept 10 - ADMINISTRATION		2,379,733	3,569,600
Dept 15 - PLANNING & ECONOMIC DEVELOPMENT			
01-15-520-246	FEES - COURT REPORTER	3,355	5,033
01-15-520-257	PLAN REVIEW - PLANNER	125,000	187,500
Totals for dept 15 - PLANNING & ECONOMIC DEVELOPMENT		128,355	192,533
Dept 20 - PARKS & RECREATION			
01-20-400-147	MEDICARE	1,312	1,968
01-20-400-151	IMRF	18,786	28,179
01-20-400-161	SOCIAL SECURITY	5,611	8,417
01-20-455-201	PHONE - TELEPHONES	2,200	3,300
01-20-550-101	SALARIES - PERMANENT EMPLOYEES	90,494	135,741
01-20-550-102	OVERTIME	7,500	11,250
01-20-550-141	HEALTH/DENTAL/LIFE INSURANCE	7,500	11,250
01-20-550-148	LIFE INSURANCE - COMMISSIONERS	706	1,059
01-20-550-301	OFFICE/GENERAL PROGRAM SUPPLIES	1,500	2,250
01-20-550-302	PRINTING & PUBLISHING	17,400	26,100
01-20-550-303	FUEL/MILEAGE/WASH	750	1,125
01-20-550-311	POSTAGE & METER RENT	200	300

VILLAGE OF WILLOWSBROOK

APPROPRIATION

FY 2022/23

2022-23

APPROVED

GL NUMBER	DESCRIPTION	BUDGET	APPROPRIATION
01-20-555-212	EDP EQUIPMENT/SOFTWARE	25,000	37,500
01-20-555-263	EDP LICENSES	480	720
01-20-565-341	PARK LANDSCAPE SUPPLIES	6,500	9,750
01-20-565-342	LANDSCAPE MAINTENANCE SERVICES	144,000	216,000
01-20-570-235	NICOR GAS (825 MIDWAY)	2,000	3,000
01-20-570-250	SANITARY (825 MIDWAY)	230	345
01-20-570-280	BALLFIELD MAINTENANCE	15,000	22,500
01-20-570-331	MAINTENANCE SUPPLIES	3,500	5,250
01-20-570-411	MAINTENANCE - EQUIPMENT	20,000	30,000
01-20-585-522	COMMUNITY EVENTS	23,000	34,500
01-20-585-523	SPECIAL EVENTS	6,900	10,350
01-20-590-517	ACTIVE ADULT PROGRAM	205,895	308,843
01-20-590-518	SPECIAL RECREATION ASSOC PROGRAM DUE	39,311	58,967
01-20-590-519	ADA PARK MAINTENANCE	3,000	4,500
01-20-590-520	ADA RECREATION ACCOMMODATIONS	275	413
Totals for dept 20 - PARKS & RECREATION		649,050	973,575

Dept 25 - FINANCE DEPARTMENT

01-25-610-307	FEES/DUES/SUBSCRIPTIONS	350	525
01-25-615-263	EDP LICENSES	12,400	18,600
01-25-615-267	DOCUMENT STORAGE/SCANNING	3,500	5,250
01-25-620-251	AUDIT SERVICES	31,000	46,500
01-25-620-252	FINANCIAL SERVICES	144,720	217,080
Totals for dept 25 - FINANCE DEPARTMENT		191,970	287,955

Dept 30 - POLICE DEPARTMENT

01-30-400-147	MEDICARE	31,730	47,595
01-30-400-151	IMRF	31,780	47,670
01-30-400-161	SOCIAL SECURITY	8,532	12,798
01-30-400-171	SUI - UNEMPLOYMENT	6,327	9,491
01-30-630-102	OVERTIME	319,090	478,635
01-30-630-103	OVERTIME - SPECIAL DETAIL & GRANTS	14,911	22,367
01-30-630-104	PART TIME - CLERICAL	4,917	7,376
01-30-630-126	SALARIES - CLERICAL	2,831,721	4,247,582
01-30-630-141	HEALTH/DENTAL/LIFE INSURANCE	379,149	568,724
01-30-630-155	POLICE PENSION	1,148,085	1,722,128
01-30-630-201	PHONE - TELEPHONES	25,000	37,500
01-30-630-202	ACCREDITATION	5,000	7,500
01-30-630-228	MAINTENANCE - BUILDING	116,500	174,750
01-30-630-235	NICOR GAS (7760 QUINCY)	5,000	7,500
01-30-630-241	FEES - FIELD COURT ATTORNEY	25,000	37,500
01-30-630-245	FIRING RANGE	5,000	7,500
01-30-630-246	RED LIGHT - ADJUDICATOR	318,000	477,000
01-30-630-250	SANITARY (7760 QUINCY)	1,000	1,500
01-30-630-302	PRINTING & PUBLISHING	4,000	6,000
01-30-630-303	FUEL/MILEAGE/WASH	72,000	108,000
01-30-630-304	SCHOOLS/CONFERENCES/TRAVEL	35,206	52,809

VILLAGE OF WILLOWSBROOK  
APPROPRIATION  
FY 2022/23

GL NUMBER	DESCRIPTION	2022-23	
		BUDGET	APPROPRIATION
01-30-630-305	TUITION REIMBURSEMENT	15,000	22,500
01-30-630-306	REIMB PERSONNEL EXPENSES	1,000	1,500
01-30-630-307	FEES/DUES/SUBSCRIPTIONS	61,055	91,583
01-30-630-308	CADET PROGRAM	500	750
01-30-630-309	EMPLOYEE RECOGNITION	5,000	7,500
01-30-630-311	POSTAGE & METER RENT	4,200	6,300
01-30-630-315	COPY SERVICE	3,600	5,400
01-30-630-345	UNIFORMS	47,000	70,500
01-30-630-346	AMMUNITION	25,000	37,500
01-30-630-351	BUILDING MAINTENANCE SUPPLIES	2,000	3,000
01-30-630-401	OPERATING EQUIPMENT	37,000	55,500
01-30-640-212	EDP EQUIPMENT/SOFTWARE	3,200	4,800
01-30-640-225	INTERNET/WEBSITE HOSTING	24,000	36,000
01-30-640-263	EDP LICENSES	33,520	50,280
01-30-640-267	DOCUMENT STORAGE/SCANNING	5,000	7,500
01-30-640-306	CONSULTING - IT/GRANT	9,500	14,250
01-30-650-343	JAIL SUPPLIES	2,000	3,000
01-30-655-339	CONFIDENTIAL FUNDS	2,000	3,000
01-30-670-331	COMMODITIES	5,000	7,500
01-30-675-235	RADIO DISPATCHING	320,000	480,000
01-30-675-263	EQUIPMENT MAINTENANCE	2,500	3,750
01-30-685-799	CONTINGENCIES	5,000	7,500
Totals for dept 30 - POLICE DEPARTMENT		6,001,023	9,001,535

Dept 35 - PUBLIC WORKS DEPARTMENT

01-35-400-147	MEDICARE	2,100	3,150
01-35-400-151	IMRF	28,025	42,038
01-35-400-161	SOCIAL SECURITY	8,963	13,445
01-35-710-101	SALARIES - PERMANENT EMPLOYEES	147,313	220,970
01-35-710-102	OVERTIME	9,900	14,850
01-35-710-103	PART TIME - LABOR	15,000	22,500
01-35-710-141	HEALTH/DENTAL/LIFE INSURANCE	31,514	47,271
01-35-710-201	TELEPHONES	2,200	3,300
01-35-710-301	OFFICE SUPPLIES	750	1,125
01-35-710-302	PRINTING & PUBLISHING	750	1,125
01-35-710-303	FUEL/MILEAGE/WASH	9,579	14,369
01-35-710-304	SCHOOLS/CONFERENCES/TRAVEL	5,610	8,415
01-35-710-307	FEES/DUES/SUBSCRIPTIONS	1,320	1,980
01-35-710-311	POSTAGE & METER RENT	1,500	2,250
01-35-710-345	UNIFORMS	1,900	2,850
01-35-710-401	OPERATING SUPPLIES & EQUIPMENT	12,000	18,000
01-35-710-405	FURNITURE & OFFICE EQUIPMENT	500	750
01-35-715-225	INTERNET/WEBSITE HOSTING	1,500	2,250
01-35-715-307	OTHER PROFESSIONAL SERVICES	50,000	75,000
01-35-720-230	SPECIAL PROJECTS	35,000	52,500
01-35-720-245	FEES - ENGINEERING	25,000	37,500
01-35-725-410	MAINTENANCE	96,000	144,000

VILLAGE OF WILLOWSBROOK  
APPROPRIATION  
FY 2022/23

2022-23  
APPROVED

GL NUMBER	DESCRIPTION	BUDGET	APPROPRIATION
01-35-725-415	NICOR GAS	3,000	4,500
01-35-725-417	SANITARY USER CHARGE	250	375
01-35-740-287	SNOW REMOVAL CONTRACT	140,000	210,000
01-35-740-290	STREET SWEEPING SERVICES	6,313	9,470
01-35-745-207	ENERGY - STREET LIGHTS	21,378	32,067
01-35-745-224	MAINTENANCE - TRAFFIC SIGNALS	7,200	10,800
01-35-750-286	JET CLEANING CULVERT	23,530	35,295
01-35-750-290	EQUIPMENT RENTAL	3,060	4,590
01-35-750-338	TREE MAINTENANCE	200,000	300,000
01-35-750-381	STORM WATER IMPROVEMENTS MAINTENA	115,000	172,500
01-35-755-281	ROUTE 83 BEAUTIFICATION	60,000	90,000
01-35-755-284	BRUSH PICKUP	37,400	56,100
01-35-755-300	EMERGENCY EQUIPMENT	1,500	2,250
01-35-755-331	SALT	85,000	127,500
01-35-755-332	J.U.L.I.E.	2,587	3,881
01-35-755-333	ROAD SIGNS	10,000	15,000
01-35-760-258	PEST CONTROL	1,000	1,500
01-35-760-259	MOSQUITO ABATEMENT	37,550	56,325
01-35-765-685	STREET IMPROVEMENTS	206,250	309,375
Totals for dept 35 - PUBLIC WORKS DEPARTMENT		1,447,442	2,171,163

Dept 40 - BUILDING & ZONING DEPARTMENT

01-40-400-147	MEDICARE	3,489	5,234
01-40-400-151	IMRF	52,315	78,473
01-40-400-161	SOCIAL SECURITY	14,917	22,376
01-40-810-101	SALARIES - PERMANENT EMPLOYEES	229,600	344,400
01-40-810-102	OVERTIME	2,000	3,000
01-40-810-141	HEALTH/DENTAL/LIFE INSURANCE	39,010	58,515
01-40-810-201	TELEPHONES	1,107	1,661
01-40-810-301	OFFICE SUPPLIES	1,400	2,100
01-40-810-302	PRINTING & PUBLISHING	2,652	3,978
01-40-810-303	FUEL/MILEAGE/WASH	544	816
01-40-810-304	SCHOOLS/CONFERENCES/TRAVEL	2,500	3,750
01-40-810-305	SPECIAL PROJECTS	100,000	150,000
01-40-810-307	FEES/DUES/SUBSCRIPTIONS	1,534	2,301
01-40-810-311	POSTAGE & METER RENT	1,670	2,505
01-40-810-315	COPY SERVICE	2,400	3,600
01-40-810-345	UNIFORMS	424	636
01-40-810-409	MAINTENANCE - VEHICLES	1,661	2,492
01-40-815-267	DOCUMENT STORAGE/SCANNING	25,000	37,500
01-40-820-260	BUILDING, PLAN REVIEW & INSP. SERVICES	175,000	262,500
01-40-820-262	ENGINEERING SERVICES	45,000	67,500
01-40-820-263	TRAFFIC ENGINEERING SERVICES	7,500	11,250
01-40-830-117	ELEVATOR INSPECTION	4,625	6,938
01-40-830-119	CODE ENFORCE INSPECTION	6,500	9,750
Totals for dept 40 - BUILDING & ZONING DEPARTMENT		720,848	1,081,272

VILLAGE OF WILLOWBROOK

APPROPRIATION

FY 2022/23

GL NUMBER	DESCRIPTION	2022-23	
		BUDGET	APPROPRIATION
	<b>TOTAL APPROPRIATIONS</b>	<b>\$ 11,620,160</b>	<b>\$ 17,430,240</b>

Fund 02 - WATER FUND

Dept 50 - WATER DEPARTMENT

02-50-400-147	MEDICARE	5,380	8,070
02-50-400-151	IMRF	46,198	69,297
02-50-400-161	SOCIAL SECURITY	23,007	34,511
02-50-401-101	SALARIES - PERMANENT EMPLOYEES	407,908	611,862
02-50-401-102	OVERTIME	31,879	47,819
02-50-401-141	HEALTH/DENTAL/LIFE INSURANCE	73,095	109,643
02-50-401-201	PHONE - TELEPHONES	4,400	6,600
02-50-401-301	OFFICE SUPPLIES	2,200	3,300
02-50-401-302	PRINTING & PUBLISHING	5,500	8,250
02-50-401-303	FUEL/MILEAGE/WASH	12,000	18,000
02-50-401-304	SCHOOLS CONFERENCE TRAVEL	1,500	2,250
02-50-401-307	FEES DUES SUBSCRIPTIONS	1,400	2,100
02-50-401-309	FINANCIALS SERVICES	96,480	144,720
02-50-401-310	SPECIAL PROJECTS	35,000	52,500
02-50-401-312	INSURANCE - IRMA	93,373	140,060
02-50-401-315	UNIFORMS	1,900	2,850
02-50-401-350	VEHICLE MAINTENANCE	19,000	28,500
02-50-401-405	FURNITURE & OFFICE EQUIPMENT	500	750
02-50-405-245	FEES - ENGINEERING	15,000	22,500
02-50-415-273	SELF INSURANCE - DEDUCTIBLE	4,000	6,000
02-50-417-263	EDP LICENSES	16,200	24,300
02-50-420-206	ENERGY - ELECTRIC PUMP	18,000	27,000
02-50-420-361	CHEMICALS	1,000	1,500
02-50-420-362	SAMPLING ANALYSIS	5,200	7,800
02-50-420-491	PUMP INSPECTION REPAIR MAINTAIN STA	23,500	35,250
02-50-420-575	PURCHASE OF WATER	1,601,157	2,401,736
02-50-425-474	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	6,000	9,000
02-50-425-475	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	8,900	13,350
02-50-430-276	LEAK SURVEYS	35,000	52,500
02-50-430-277	WATER DISTRIBUTION REPAIRS/MAINTENAN	260,000	390,000
02-50-430-280	SPOILS HAULING SERVICES	85,000	127,500
02-50-430-281	STREET IMPROVEMENTS SERVICES	68,750	103,125
02-50-430-401	OPERATING EQUIPMENT	7,500	11,250
02-50-430-425	J. U. L. I. E. MAINTENANCE & SUPPLY	500	750
02-50-430-476	MATERIAL & SUPPLIES - DISTRIBUTION	55,000	82,500
02-50-435-278	METERS FLOW TESTING	28,000	42,000
02-50-435-461	NEW METERING EQUIPMENT	15,000	22,500
02-50-435-462	METER REPLACEMENT	18,000	27,000
02-50-440-694	DISTRIBUTION SYSTEM REPLACEMENT	75,000	112,500
02-50-449-102	INTEREST - BOND	8,964	13,446
02-50-449-104	PRINCIPAL - BOND	11,829	17,744

**VILLAGE OF WILLOWSBROOK**

**APPROPRIATION**

**FY 2022/23**

GL NUMBER	DESCRIPTION	2022-23	
		BUDGET	APPROPRIATION
02-50-449-105	INTEREST - IEPA LOAN	13,393	20,090
02-50-449-106	PRINCIPAL - IEPA LOAN	41,055	61,583
02-50-630-155	POLICE PENSION	60,426	90,639
02-50-900-112	TRANSFER TO DEBT SERVICE - 2015	45,918	68,877
Totals for dept 50 - WATER DEPARTMENT		3,389,012	5,083,518
<b>TOTAL APPROPRIATIONS</b>		<b>\$ 3,389,012</b>	<b>\$ 5,083,518</b>

**Fund 04 - MOTOR FUEL TAX FUND**

**Dept 56 - MOTOR FUEL TAX**

04-56-430-684	STREET MAINTENANCE CONTRACT	715,000	1,072,500
Totals for dept 56 - MOTOR FUEL TAX		715,000	1,072,500
<b>TOTAL APPROPRIATIONS</b>			<b>\$ 715,000.00 \$ 1,072,500.00</b>

**Fund 06 - SSA ONE BOND & INTEREST FUND**

**Dept 60 - SSA BOND**

06-60-550-401	BOND PRINCIPAL EXPENSE	190,000	285,000
06-60-550-402	BOND INTEREST EXPENSE	130,585	195,878
Totals for dept 60 - SSA BOND		320,585	480,878
<b>TOTAL APPROPRIATIONS</b>			<b>\$ 320,585 \$ 480,878</b>

**Fund 07 - POLICE PENSION FUND**

**Dept 62**

07-62-401-242	LEGAL FEES	1,000	1,500
07-62-401-251	AUDIT FEES	3,620	5,430
07-62-401-252	ACTUARY SERVICES	6,180	9,270
07-62-401-253	FINANCIAL ADVISORY FEES	35,000	52,500
07-62-401-254	FIDUCIARY INSURANCE	3,283	4,925
07-62-401-304	SCHOOLS CONFERENCE TRAVEL	4,000	6,000
07-62-401-307	FEES DUES SUBSCRIPTIONS	795	1,193
07-62-401-311	POSTAGE & METER RENT	50	75
07-62-401-531	DEPT OF INSURANCE FILING FEE	5,625	8,438
07-62-401-543	EXAMS - PHYSICAL	750	1,125
07-62-401-581	PENSION BENEFITS	1,380,356	2,070,534
07-62-401-582	WIDOW'S PENSION	85,553	128,330
07-62-401-583	NON-DUTY DISABILITY BENEFITS	73,443	110,165
07-62-401-584	DUTY DISABILITY BENEFITS	72,091	108,137
Totals for dept 62 -		1,671,746	2,507,619

VILLAGE OF WILLOWSBROOK

APPROPRIATION

FY 2022/23

2022-23

APPROVED

GL NUMBER	DESCRIPTION	BUDGET	APPROPRIATION
TOTAL APPROPRIATIONS		\$ 1,671,746	\$ 2,507,619

**Fund 10 - CAPITAL PROJECT FUND**

Dept 55 - CAPITAL IMPROVEMENT PROGRAM

10-55-600-310	ROAD PROGRAM DESIGN	125,000	187,500
10-55-600-311	PUBLIC WORKS BUILDING EXPANSION	30,000	45,000
10-55-600-312	SIDEWALK INSTALLATION PROJECT - 79TH	15,000	22,500
10-55-600-313	RESURFACING	1,055,000	1,582,500
10-55-600-314	GOWER WEST SIDEWALKS	73,500	110,250
10-55-600-315	67TH STREET TRAFFIC SIGNAL	200,000	300,000
10-55-600-316	PUBLIC WORKS VEHICLE	190,000	285,000
10-55-600-317	POLICE VEHICLES	90,000	135,000
10-55-600-318	LED STREET LIGHT UPGRADE	90,000	135,000
10-55-600-319	RADIO REPLACEMENT	32,000	48,000
10-55-600-320	LED SPEED LIMIT SIGNS	25,000	37,500
10-55-600-321	OFFICER SAFETY	18,200	27,300
10-55-600-322	PUBLIC WORKS EQUIPMENT	56,000	84,000
10-55-600-323	OFFICER SAFETY	12,000	18,000
10-55-600-324	CONCRETE REPAIR	5,000	7,500
10-55-600-325	TECHNOLOGY	8,500	12,750
10-55-600-326	COMMUNITY CENTER CONSTRUCTION	2,250,000	3,375,000
10-55-600-327	BORSE PARK LIGHTING PROJECT	645,000	967,500
10-55-600-328	RIDGEMOOR PARK PROJECT	400,000	600,000
10-55-600-329	NEW WINDOWS AT VILLAGE HALL	90,000	135,000
10-55-600-330	FLOOR SEAL COATING	75,000	112,500
10-55-600-332	COMMUNITY RESOURCE CENTER SIGNAGE	55,000	82,500
10-55-600-333	CONSTRUCTION	50,000	75,000
10-55-600-334	NEW WINDOWS AT PD	45,000	67,500
10-55-600-335	BUILDING REMODEL	45,000	67,500
10-55-600-336	RESURFACING BORSE PARK	25,000	37,500
10-55-600-337	BUILDING REPAIR	22,000	33,000
10-55-600-338	RANGE SUPPLY	7,000	10,500
10-55-600-339	75TH ST MAIN REPLACEMENT	650,000	975,000
Totals for dept 55 - CAPITAL IMPROVEMENT PROGRAM		6,384,200	9,576,300

TOTAL APPROPRIATIONS

\$ 6,384,200 \$ 9,576,300

**Fund 11 - DEBT SERVICE FUND**

Dept 70 - DEBT SERVICE FUND

11-70-550-401	BOND PRINCIPAL	223,171	334,757
11-70-550-402	BOND INTEREST	103,486	155,229
Totals for dept 70 - DEBT SERVICE FUND		326,657	489,986

VILLAGE OF WILLOWSBROOK

APPROPRIATION

FY 2022/23

2022-23

APPROVED

GL NUMBER	DESCRIPTION	BUDGET	APPROPRIATION
TOTAL APPROPRIATIONS		\$ 326,657	\$ 489,986

Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRICT TAX

Dept 15 - PLANNING & ECONOMIC DEVELOPMENT

15-15-400-147	MEDICARE	1,047	1,571
15-15-400-151	IMRF	15,197	22,796
15-15-400-161	SOCIAL SECURITY	4,442	6,663
15-15-401-242	LEGAL FEES	5,000	7,500
15-15-410-104	SALARIES - REGULAR	71,492	107,238
15-15-455-141	HEALTH/DENTAL/LIFE INSURANCE	9,773	14,660
15-15-455-513	SALES TAX REBATE- TOWN CENTER	61,882	92,823
15-15-455-514	SALES TAX REBATE - PFM	110,000	165,000
15-15-745-224	MAINT TRAFFIC SIGNALS	3,141	4,712
Totals for dept 15 - PLANNING & ECONOMIC DEVELOPMENT		281,974	422,961
TOTAL APPROPRIATIONS		\$ 281,974	\$ 422,961

Fund 17 - SERIES 2022 BOND

Dept 80 - SERIES 2022 TAXABLE

17-80-550-401	BOND PRINCIPAL EXPENSE	505,000	757,500
17-80-550-402	BOND INTEREST EXPENSE	15,453	23,180
Totals for dept 80 - SERIES 2022 TAXABLE		520,453	780,680

Dept 85 - SERIES 2022 TAX-EXEMPT

17-85-550-402	BOND INTEREST EXPENSE	194,198	291,297
Totals for dept 85 - SERIES 2022 TAX-EXEMPT		194,198	291,297

TOTAL APPROPRIATIONS

\$ 714,651 \$ 1,071,977

APPROPRIATIONS - ALL FUNDS

\$ 25,423,985 \$ 38,135,978

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

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

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

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

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

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

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

PASSED and APPROVED this 13<sup>th</sup> day of June, 2022, by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

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

I, Michael Rock, DO HEREBY CERTIFY AS FOLLOWS:

1. I am the Chief Fiscal Officer for the Village of Willowbrook, DuPage County, Illinois
2. I estimate the revenue by source, of said Village of Willowbrook, for the fiscal year beginning May 1, 2022 and ending April 30, 2023, to be as follows:

**GENERAL CORPORATE FUND**

Property Taxes	\$ 193,606
Sales Taxes	7,897,065
Other Taxes	3,595,866
Licenses	186,500
Permits	399,000
Fines	955,377
Charges & Fees	145,581
Park & Recreation	277,306
Interest Income	8,000
Other	1,539,059
Transfers In From Other Funds	-
Total General Corporate Fund	<u><u>\$ 15,197,360</u></u>

**WATER FUND**

Water Sales	3,238,768
Other Revenue	-
Interest Income	-
Water Connection Fees	-
Total Water Fund	<u><u>\$ 3,238,768</u></u>

**MOTOR FUEL TAX FUND**

Motor Fuel Tax	341,732
MFT Capital Bond Receipts	93,803
Interest Income	250
Total Motor Fuel Tax Fund	<u><u>\$ 435,785</u></u>

**SSA BOND AND INTEREST FUND**

Property Taxes	326,669
Interest Income	-
Total SSA Bond and Interest Fund	<u><u>\$ 326,669</u></u>

**POLICE PENSION FUND**

Village Contributions	1,274,364
Employee Contributions	275,631
Interest Income	500,000
Total Police Pension Fund	<u><u>\$ 2,049,995</u></u>

**WATER CAPITAL IMPROVEMENTS FUND**

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

**CAPITAL PROJECTS FUND**

Grants	1,106,300
Motor Fuel Tax	520,000
Rebuild Illinois Bond	250,000

Transfer From General Fund	650,000
Transfer From Water Fund	3,857,900
Total Capital Projects Fund	<u><u>\$ 6,384,200</u></u>

**DEBT SERVICE FUND**

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

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

Transfer From General Fund	
Grants	
Total Land Acquisition, Facility Expansion and Renovation Fund	<u><u>\$ -</u></u>

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

Business District Sales Tax	631,250
Total Rt. 83/Plainfield Road Business District Tax Fund	<u><u>\$ 631,250</u></u>

**SERIES 2022 BOND**

Series 2022 Taxable Bond	
Transfer From General Fund	520,453
Series 2022 Tax-Exempt	
Transfer From General Fund	194,198
	<u><u>\$ 714,651</u></u>

<b>TOTAL ALL FUNDS</b>	<b><u><u>\$ 29,305,335</u></u></b>
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\_\_\_\_\_  
Michael Rock  
Chief Financial Officer

\_\_\_\_\_  
Date

STATE OF ILLINOIS        )  
                              )        SS  
COUNTY OF DUPAGE      )

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

I do further certify that the attached and foregoing is a true and complete copy of Ordinance No. 22-O- \_\_\_\_ being the ANNUAL APPROPRIATION ORDINANCE FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023, as adopted by the Mayor and Board of Trustees of the Village of Willowbrook, at its properly convened meeting held on the 13<sup>th</sup> day of June, 2022, as appears from the official records of said Village in my care and custody.

**IN WITNESS WHEREOF**, I have hereunto affixed my official signature and the corporate seal of said Village of Willowbrook, DuPage County, Illinois, on this 13<sup>th</sup> day of June, 2022.

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Deborah A. Hahn, Village Clerk

(SEAL)