



There will be a meeting of the Village Board of Trustees at Village Hall, 419 Richmond Road; Kenilworth, IL. The public may attend in person or by utilizing the following link:

TEAMS [MEETING LINK](#)

If you do not have access to a computer, you may attend via telephone:

Meeting ID: 912 868 041#

+1 872-242-8055 United States, Chicago

Village Board of Trustees

Meeting Agenda

December 11, 2023 at 7:00 p.m.

I. Call to Order / Roll Call

II. Approval of Minutes

A. Village Board – November 20, 2023

B. Village Board – November 20, 2023 – Closed Session

III. Village President's Report

IV. Approval of the Warrant List

V. Regular Scheduled Business

A. Items for Omnibus Vote

1. Adoption of the following Ordinances Abating the Tax Heretofore Levied for Tax Year 2023 to Pay the Principal and Interest on General Obligation Refunding Bonds:

a) Series 2015A Abatement

b) Series 2022 Abatement

2. Adoption of the Following Items Related to the 2023 Tax Levy for the Village Fiscal Period January 1, 2024 through December 31, 2024:

a) An Ordinance for the Levy Assessment and Collection of Taxes for the Village

b) A Resolution Limiting the Additional Tax Levy Extension for Loss and Cost to Two Percent

3. Adoption of an Ordinance Amending the Fiscal Year 2023 Budget

4. Adoption of a Resolution Approving a 10 Year Dispatch Services Renewal Agreement Between the Village of Kenilworth and the Village of Glenview

5. Adoption of a Resolution Authorizing Execution of a Contract with Cargill Inc. of Minneapolis, MN for the Purchase of Road Salt in the Estimated Amount of \$29,600
6. Adoption of a Resolution Authorizing the Execution of a Professional Services Agreement with SAFEbuilt of Loveland, Colorado in the Estimated Amount of \$56,750 in Fiscal Year 2024
7. Authorization to Award 2023 Merit Pay and Set 2024 Compensation for the Police Chief and Village Manager

B. Items for Individual Vote or Discussion

8. Adoption of the Following Items Concerning Paid Time Off for Employees:
 - a) A Resolution Amending the Personnel Handbook
 - b) An Ordinance Adopting a Paid Time Off Policy
9. Update Concerning the Lakefront Enhancement Project and Adoption of an Ordinance Authorizing the Submission of a Proposition for Issuing General Obligation Bonds to the Voters for the March 19, 2024 Election
10. Adoption of a Resolution Authorization Execution of a 5-Year Master Services and Purchasing Agreement with Axon Enterprises of Scottsdale, Arizona for Police Body-worn Cameras and In-Car Cameras for the Year One Amount of \$37,845
11. Adoption of an Ordinance Amending Chapter 150 of the Municipal Code Concerning the Demolition of Buildings and Structures

VI. Report of Committees

- A. As needed

VII. Report from Staff

- A. Community Development
- B. Finance
- C. Police
- D. Public Works
- E. Legal Counsel
- F. Village Manager

VIII. Business from the Public- The Village President will open the floor to public comment and call upon those requesting to address the Board. Once called upon, the participant will have 3 minutes to present. Public comment may also be submitted in writing and sent to info@vok.org by 5:00 p.m. on the day of the meeting. Copies of submissions will be provided to the Village Board in advance of the meeting.

IX. Closed Session

X. Adjourn

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VILLAGE OF



KENILWORTH, IL

**Village Board of Trustees
November 20, 2023**

I. Call to Order

Village President Cecily Kaz called to order the meeting of the Board of Trustees of the Village of Kenilworth at 7:00 p.m. on November 20, 2023.

Roll Call

President Kaz requested a roll call, and the results were as follows:

Trustees:

- | | |
|----------------------------|---------|
| Trustee Tim Ransford | Present |
| Trustee Christopher Ottsen | Present |
| Trustee Amy Hannus | Present |
| Trustee Walter Kelly | Present |
| Trustee Matthew Lojkovic | Present |
| President Cecily Kaz | Present |

A quorum was present in person and via video conference.

Others Recorded as in Attendance:

Village Officials and Staff:

- | | |
|-------------------|----------------------------------|
| John Gottschall | Trustee (Non-Voting) |
| Michael Gagnon | Village Clerk |
| Patrick Brennan | Village Manager |
| Julie Tappendorf | Village Attorney |
| Bryan Carlson | Village Police Chief |
| Heather McFarland | Assistant to the Village Manager |
| Jordan Schmidt | Management Analyst |
| Molly Burns | Management Analyst |

Others, signing in as displayed in Participant List:

- Lars Djuvik
- Marcus Franklin
- J. Merriman

1 **II. Approval of Minutes**

2 President Kaz then asked if there were any questions or comments regarding the following minutes:

- 3
- 4 A. Committee of the Whole – October 16, 2023
- 5 B. Committee of the Whole – October 16, 2023 – Closed Session
- 6 C. Village Board – October 23, 2023
- 7 D. Village Board – October 23, 2023 – Closed Session
- 8 E. Committee of the Whole – November 6, 2023
- 9

10 Hearing none, President Kaz asked for a motion to approve the minutes as submitted. Trustee Kelly so
11 moved. Trustee Lojkovic seconded the motion.

12

13 **A voice vote was taken as follows:**

14 For: All.

15

16 Opposed: None

17

18

19 President Kaz declared the minutes approved.

20

21 **Village President's Report**

22

23 President Kaz began her remarks by recapping a recent Committee of the Whole meeting that was held on
24 November 6, 2023. A portion of the meeting served as a budget workshop for the Board in preparation for
25 approving the FY 2024 budget. There was also a presentation from the Kenilworth Police Department (KPD) to
26 the Board regarding preparations being made to comply with the State of Illinois SAFE-T Act provision
27 requiring the deployment of body-worn cameras for the KPD by January 1, 2025. She followed up by
28 summarizing a discussion among the Board regarding the authorization of short-term, easy-to-implement,
29 cosmetic improvements to the Green Bay Road Business District. At the Board's direction, President Kaz
30 drafted a letter to the Architectural Review Commission asking for ideas as to what those improvements
31 might include. She then announced the delivery of a second annual comprehensive newsletter developed in
32 cooperation with the Kenilworth Park District and the Joseph Sears School District designed to inform
33 residents of activities being undertaken by each participant. Trustees agreed that the newsletter has been
34 well received. She reminded the Board of an upcoming meeting to discuss the ongoing status of the Lakefront
35 Improvement effort to take place at the Kenilworth Assembly Hall on November 30, 2023. She announced the
36 annual Christmas Tree lighting ceremony would take place at the village fountain on December 2, 2023 at
37 6:15 p.m., as well as the initial lighting of the Menorah at the Green Bay Road park on December 9, 2023 at
38 6:00 p.m.

39

40 **Approval of the Warrant List**

41

42 President Kaz then opened the floor for consideration of the Warrant List. Trustee Kelly pointed out special
43 payments made for a tree replacement deposit and an annual payment for sidewalk repairs made throughout
44 the Village. Trustees asked for clarification of the sidewalk repair expenditure and Manager Brennan
45 addressed their concerns. Hearing no further discussion, President Kaz asked for a motion to approve and
46 ratify the warrants as presented.

1 Trustee Kelly so moved, and Trustee Ransford seconded the motion to approve the Class A warrants in the
2 amount of \$301,274.09 and to ratify the Class B warrants in the amount of \$144,871.57.
3

4 **A roll call vote was taken as follows:**

5
6 For: Ransford, Ottsen, Hannus, Kelly, Lojkovic
7

8 Opposed: None
9

10 The roll call tally was five votes in favor, and none opposed. President Kaz declared the warrants approved
11 and ratified.
12

13 **Regular Scheduled Business**

14
15 President Kaz began the regularly scheduled business by reading the following items for Omnibus Vote:
16

17 **A. Items for Omnibus Vote**

- 18 1. Appointment of Lars Djuvik to Serve on the Building Review Commission
19
- 20 2. Authorization to Direct the Plan Commission to Consider a Plat of Vacation and Plat of
21 Subdivision for Village-owned Property at Roger Avenue and Green Bay Road
22
- 23 3. Adoption of a Resolution Estimating the Amounts to be Raised by Ad Valorem Taxes for the
24 Tax Year 2023
25

26 She then asked whether any of the Trustees would like to remove an item from the list and whether there
27 were questions regarding any of the items. Hearing no desire to remove an item or questions, she requested
28 a motion to approve the items as presented. Trustee Lojkovic so moved, and Trustee Hannus seconded to
29 approve the Items for Omnibus Vote as presented.
30

31 **A roll call vote was taken as follows:**

32
33 For: Ransford, Ottsen, Hannus, Kelly, Lojkovic
34

35 Opposed: None
36

37 The roll call tally was five votes in favor, and none opposed. President Kaz welcomed Mr. Djuvik to the
38 Building Review Commission and declared the Items for Omnibus Vote appointed, authorized, and adopted.
39

40 **B. Items for Individual Vote or Discussion**

- 41
- 42 4. Adoption of an Ordinance Providing for the Issue of General Obligation Limited Bonds in
43 the Approximate Amount of \$1,000,000 for the Purpose of Financing Various Capital
44 Projects and Other Lawful Expenditures, Providing for the Levy of a Direct Annual Tax

1 Sufficient to Pay the Principal and Interest of Said Bonds, and Authorizing the Sale of Said
2 Bonds
3

4 President Kaz asked Manager Brennan to present on this item. Manager Brennan reminded the Board that
5 this item was the annual debt service bond issuance. An updated bond ordinance, prepared by the Village's
6 bond counsel firm Chapman & Cutler was delivered to the Board electronically just prior to the meeting. He
7 explained why bond issuance in this amount is better placed directly than submitting to a public auction
8 format. He explained that two bids were submitted and provided details of the bidding, and a
9 recommendation from the Village's financial advisor to support a Board decision to accept the bid from
10 Wintrust Bank. Trustees asked for an evaluation of the interest rate quoted for the bid and Manager Brennan
11 responded satisfactorily.
12

13 President Kaz asked for a motion to approve the item as presented. Trustee Ransford so moved. Trustee
14 Kelly seconded the motion.
15

16 **A roll call vote was taken as follows:**

17 For: Ransford, Ottsen, Hannus, Kelly, Lojkovic
18

19 Opposed: None
20
21

22 The roll call tally was five votes in favor, and none opposed. President Kaz declared the ordinance adopted.
23

24 5. Action on the Following Items Pertaining to the Fiscal Year 2024 Village Budget:
25

26 1) Conduct a Public Hearing Concerning the FY24 Budget
27

28 At 7:13 p.m. President Kaz called to order a public hearing concerning the FY24 Budget.
29

30 President Kaz requested a roll call, and the results were as follows:
31

32 Trustees:	
33 Trustee Tim Ransford	Present
34 Trustee Christopher Ottsen	Present
35 Trustee Amy Hannus	Present
36 Trustee Walter Kelly	Present
37 Trustee John Gottschall	Absent
38 Trustee Matt Lojkovic	Present
39 President Cecily Kaz	Present
40	

41 President Kaz then turned the meeting over to Manager Brennan to present on this item. He began by
42 discussing the purpose of the annual budget and how it is used by the staff throughout the fiscal year for
43 guidance, and then outlined the process followed by the village to develop its budget. He then turned to a

1 discussion of the goals for the village budget by reviewing FY 2023 goals and presenting the goals for the FY
2 2024 budget. In his presentation he highlighted the impact of pursuing these goals on staff resources by
3 quarter in FY 2024, the need for coordination with neighboring communities in pursuit of some budget goals,
4 the need for village code revisions to pursue some budget goals, and the need for a communications plan to
5 bring residents up to speed on village efforts in this pursuit. He reviewed the staff changes during FY 2023
6 and potential changes likely in FY 2024. He reviewed the recent history of revenues and expenditures for the
7 village and related this to his recommendations for FY 2024. Trustees discussed the tri-annual property value
8 reassessment process being conducted by Cook County and its effect on revenue projections. Manager
9 Brennan broke down general fund revenues and expenditures by source, discussed the funding status and
10 investment performance of the police pension fund, and projected the likely pressure on future budgets that
11 dealing with pension obligations may bring. Trustees asked for clarification of pension obligation funding
12 levels. Manager Brennan then discussed the status of major and minor funds in the village including the
13 General Fund, Sewer Fund, Motor Fuel Tax Fund, Water Fund, Debt Service Fund, Capital Projects Fund, the
14 Kenilworth 2023 Fund, and the Tax Increment Fund. Trustees inquired whether there were any significant
15 projects that could be funded through the Kenilworth 2023 Fund and Manager Brennan responded it is
16 unlikely, but he would like to wait for more information. Trustees discussed pension fund activity and
17 investment performance during FY 2023, the funding status of pension fund funding among neighboring
18 communities, the target for funding status the Village should aspire to, the barriers to reaching the target and
19 penalties possible should that target not be reached. Manager Brennan then reviewed the highlights in fund
20 activity for FY 2022 and summarized the status of long-term debt obligations for the village. He concluded his
21 remarks by discussing the near-term financial outlook for the village, describing it as stable and outlined next
22 steps facing the Board regarding the FY 2024 budget. Trustees asked for a clarification of the relationship of
23 pension obligations to total revenues, and the penalties facing the Village for not sufficiently funding their
24 pension liability.

25
26 President Kaz then opened the floor to members of the public for questions regarding this item. There were
27 none.

28
29 With no further discussion, President Kaz asked for a motion to close the public hearing. Trustee Ransford
30 moved, and Trustee Ottsen seconded the motion to close the public hearing.

31
32 **A roll call vote was taken as follows:**

33
34 For: Ransford, Ottsen, Hannus, Kelly, Lojkovic

35
36 Opposed: None

37
38 The roll call tally was five votes in favor, and none opposed. President Kaz declared the public hearing closed
39 at 7:56 p.m.

40
41 President Kaz then requested a motion to adopt the following ordinances:

42
43 2) Adoption of the Annual Fee Ordinance with an Effective Date of January 1, 2024

44
45 3) Adoption of an Ordinance Approving the Calendar Fiscal Year 2024 Budget

1
2 Trustee Lojkovic moved, and Trustee Kelly seconded a motion to adopt the items as presented.

3
4 **A roll call vote was taken as follows:**

5
6 For: Ransford, Ottsen, Hannus, Kelly, Lojkovic

7
8 Opposed: None

9
10 The roll call tally was five votes in favor, and none opposed. President Kaz declared the ordinances adopted.
11 The Board took time to thank Manager Brennan and his staff for all the work they put into the preparation of
12 the FY 2024 budget.

13
14 **Report of Committees**

15
16 President Kaz then asked Trustee Kelly, Char of the Finance Committee to report on their recent meeting.
17 Trustee Kelly a recent meeting regarding financing alternatives available to the Village with regard to the
18 ongoing lakefront improvement project effort. He thanked those trustees who were able to attend the
19 meeting and proceeded to outlined four options presented to the committee by village staff: 1.) a "Minimum
20 Effort" plan, 2.) a "Medium Effort" plan, 3.) a "Medium Effort Plus" plan, and 4.) a "Full-sized Effort" plan, with
21 the Minimum Effort plan providing a base level for comparison and with each remaining alternative providing
22 a combination of an expanded number of improvements as well as a higher overall cost. The range of costs
23 ran from \$700,000 to \$8.4 million.

24
25 He went on to describe the options for funding the project using a combination of available fund balances,
26 bond issuance, and community fundraising. Trustees discussed the four options available and the strategy for
27 presenting these options to village residents at a community meeting to be held on November 30, 2023.
28 Manager Brennan outlined how the first two, lower cost options could be financed using available fund
29 balances only. The Medium Effort Plus would use those same available fund balances but could be
30 augmented by community fundraising efforts. Pursuit of the Full-sized option could require these same two
31 sources as well as issuing long-term debt. He reminded the Board that their options did not include shoreline
32 protection work that is currently underway and funded with available fund balances. The Board then
33 discussed the impact of deciding to issue long-term debt on village finances, resident property taxes, and staff
34 resources. Trustees then clarified the strategy for organizing and presenting to residents the options for
35 improved amenities and the resulting consequences for the village's financial condition. They went on to
36 discuss the desired outcome of the November 30th meeting, the use of village surveys to finalize community
37 sentiment regarding the project, and the timing pressure imposed by the use of long-term debt being subject
38 to formal referendum procedures. Manager Brennan assured the board that he would prepare the
39 information germane to each alternative so village residents could understand fully the consequences of one
40 option over another.

41
42 **Report from Staff**

43
44 Hearing no further discussion, President Kaz turned to reports from staff.
45

1 A. Community Development

2 B. Finance

3 C. Police

4
5 Village Police Chief Carlson began his remarks by thanking the Board for passing the FY 2024 Budget which
6 contained added police resources, merit raises for the department, and police pension contributions. He
7 updated the Board on the progress of preparations for compliance with the State of Illinois SAFE-T Act
8 provision requiring police officers to wear cameras while on duty. He discussed plans for updating the police
9 firearms range going over the history of the range and the cooperation of boy scouts in its development. He
10 described the department as fully staffed apart from one crossing guard. Interest in working for the
11 Kenilworth Police Department continues to be strong, training expectations have been met, lockdown drills
12 have been actively pursued, the cub scout troop came to pursue their forensics badge, the sale of surplus
13 property netted the village roughly \$3000 in payments, and he highlighted the service anniversaries among
14 police personnel. Trustees discussed the appropriate use of ALICE drills in lockdown preparedness. Chief
15 Carlson concluded his remarks by wishing all a Happy Thanksgiving holiday.

16 D. Public Works

17 E. Legal Counsel

18 F. Village Manager

19
20
21 Manager Brennan reported on the status of the warranty work being conducted on the village water tank.

22
23 **Business from the Public**

24
25 Resident Marcus Franklin began his remarks by citing the recommendations found in the final report of the
26 Leaf-Blower Working Group representing Kenilworth and many of the surrounding communities along the
27 north shore of the Lake Michigan released on December 15, 2022. The report characterized the use of gas-
28 powered leaf blowers as highly detrimental to the user and the community in which they are being deployed.
29 He went on to cite the various responses from member communities to this report regarding gasoline
30 powered leaf blower usage. He urged the Board to review the present regulations on these machines and to
31 pursue more stringent regulations more in line with many of the neighboring communities.

32
33 He went on to cite the response to World Health Organization Community Guidelines for the use of gas-
34 powered leaf blowers on elementary school property from Sears School District. He pointed out detrimental
35 effects caused by these machines to speech understanding, attention to instruction, communication, and
36 general decorum. He cited studies on the noise generated by these machines as supporting their restriction.
37 He concluded with information regarding the effect of their use on the operators' present health and safety,
38 the guidelines provided by IL OSHA for insuring operator safety, and the long-term consequences of not
39 imposing stricter guidelines for their use. President Kaz thanked Mr. Franklin for his report and asked that he
40 forward copies of the information he cited in his remarks to Manager Brennan so they might be distributed to
41 the Board.

1 **Closed Session**

2
3 Hearing no further public business, President Kaz asked for a motion to adjourn to closed session. Trustee
4 Kelly offered a motion to convene in Closed Session for the purpose of discussing the employment,
5 performance and/or compensation of personnel. Trustee Ottsen seconded the motion.

6

7 **A roll call vote was taken as follows:**

8

9 For: Ransford, Ottsen, Hannus, Kelly, Lojkovic

10

11 Opposed: None

12

13 The roll call tally was 5 votes in favor, and none opposed. President Kaz declared the motion passed at 8:37
14 p.m. and then asked unauthorized persons to clear the room.

15

16 **Adjourn**

17

18 Having no further business to discuss, President Kaz asked for a motion to adjourn the meeting. Trustee Kelly
19 so moved, and Trustee Lojkovic seconded the motion.

20

21 **A voice vote was taken as follows:**

22

23 For: All.

24

25 Opposed: None

26

27 President Kaz declared the meeting adjourned at 9:54 p.m.

28



Request for Board Action

Agenda Item: IV – Warrant List

Considered By:
Village Board

Date:
12/11/23

Staff Contact: Patrick Brennan, Administration
Tanya Walker, Lauterbach & Amen

Subject: Approval of the Warrant List

Summary: Warrants are presented for consideration and approval in two different classifications. Class A warrants are those payments which are submitted to the Village Board for review and approval. For these warrants, no payment has been issued. Class B warrants are payments that have already been made and are submitted to the Village Board for ratification. Employee payroll is typically included in the Class B warrants total when presented, but not shown on check listing since payroll is paid from the payroll account.

Payments which are of particular note are highlighted on the warrant list.

Policy: Village financial activity is governed by a combination of the Village Code and financial policies of the Village.

Recommendation: The Village Manager submits the following for review and consideration:

- **Class A Warrant List (attached) totaling \$145,346.27** - 59 disbursements
- **Class B Warrant List (attached) and Payroll totaling \$71,187.53**
 - Class B Check Register = \$000, no disbursements
 - Employee Payroll, November 23 \$71,186.53
 - Payroll expenses do not appear on the Class B Warrant List printout but are ratified with the Class B Warrants
- **Check Numbering:**
 - Last check number approved – GEN 40264 & 154A – November 20th
 - Start/End Checks Class B - None
 - Start/End Check Class A - GEN 40265 – 40307, 155(A) – 170(A)
- **Voided Checks and Cause**
 - None

CHECK REGISTER FOR VILLAGE OF KENILWORTH
 CHECK DATE FROM 12/11/2023 - 12/14/2023
 CLASS A WARRANTS
 TO BE APPROVED DECEMBER 11, 2023

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank GEN GENERAL OPERATING					
Check Type: ACH Transaction					
12/13/2023	GEN	155 (A)	ANDRES MEDICAL BILLING LTD	COLLECTION FEES - OCTOBER 2023	158.00
12/13/2023	GEN	156 (A)	CHRISTOPHER B BURKE ENGINEERING LTD	AS BUILT / INSP - 236 OXFORD RD AS BUILT / FINAL INSP - 219 SHERIDAN RD AS BUILT / FINAL INSP - 545 ESSEX STORMWATER INSPECTION - 144 TUDOR PLACE 200 WARWICK ASBUILT RVW / INSP 37 KENILWORTH AVE - STEEP SLOPE PERMIT R 405 SHERIDAN RD - STEEP SLOPE REVIEW	175.00 175.00 175.00 115.00 175.00 416.00 1,059.31 <u>2,290.31</u>
12/13/2023	GEN	157 (A)	CINTAS CORPORATION	4TH WEEK OF NOVEMBER UNIFORM RENTAL THIRD WEEK OF NOVEMBER UNIFORM RENTAL 4TH WEEK OF NOVEMBER UNIFORM RENTAL	48.86 48.86 48.86 <u>146.58</u>
12/13/2023	GEN	158 (A)	CIVIC PLUS	WEBSITE REDESIGN - FINAL INSTALLMENT	1,326.06
12/13/2023	GEN	159 (A)	CRYSTAL MANAGEMENT &	2023 MONTHLY CLEANING SERVICES	1,155.00
12/13/2023	GEN	160 (A)	DELTA DENTAL OF ILLINOIS - VISION	VISION BENEFITS - DECEMBER 2023	216.72
12/13/2023	GEN	161 (A)	DELTA DENTAL OF ILLINOIS VISION HD	HD VISION BENEFITS - DECEMBER 2023	12.74
12/13/2023	GEN	162 (A)	FLOOD BROTHERS DISPOSAL	FINAL ROLL OFF FOR FALL STREET SWEEPING	2,770.50
12/13/2023	GEN	163 (A)	GRAINGER	WIRE AND CONNECTORS FOR STREET LIGHTS DOOR LEVER FOR VILLAGE HALL	2,068.00 76.41 <u>2,144.41</u>
12/13/2023	GEN	164 (A)	GZA GEOENVIRONMENTAL, INC	TECHNICAL SUPPORT, GRANT APPLICATION SHO SHORELINE PROTECTION ENGINEERING SVC	4,200.00 17,209.47 <u>21,409.47</u>
12/13/2023	GEN	165 (A)	INTERDEV, LLC	CONTRACT IT SVC - NOVEMBER SENTINEL ONE SECURITY - NOVEMBER	4,250.00 196.65 <u>4,446.65</u>
12/13/2023	GEN	166 (A)	MADISON NATIONAL LIFE	LIFE INSURANCE - DEC '23	705.30
12/13/2023	GEN	167 (A)	MENARDS-MORTON GROVE	FURRING STRIPS FOR HOLIDAY LIGHTS LIGHTS AND FURING STRIPS FOR HOLIDAY LIG WINTER GLOVES AND 100' EXT CORD CREDIT FOR LIGHTS RETURNED	98.66 276.54 99.31 (24.99) <u>449.52</u>
12/13/2023	GEN	168 (A)	SAFE BUILT	MONTHLY CIVIL PLAN REVIEWS SEPT 2023 MONTHLY CIVIL PLAN REVIEWS - OCT 2023 NOV BUILDING INSPECTIONS NOV BUILDING PLAN REVIEWS MONTHLY CIVIL PLAN REVIEWS	1,269.23 1,811.54 1,753.90 1,030.83 1,889.76 <u>12</u>

CHECK REGISTER FOR VILLAGE OF KENILWORTH
 CHECK DATE FROM 12/11/2023 - 12/14/2023
 CLASS A WARRANTS
 TO BE APPROVED DECEMBER 11, 2023

Check Date	Bank	Check	Vendor Name	Description	Amount
					7,746.26
12/13/2023	GEN	169 (A)	SHERWIN-WILLIAMS	PAINT SUPPLIES FOR VILLAGE HALL	70.16
				PAINT FOR VILLAGE HALL	44.18
				PAINT FOR VILLAGE HALL	44.18
					<u>158.52</u>
12/13/2023	GEN	170 (A)	SWANNC	2023 WASTE TRUE UP	25.15
					<u>45,161.19</u>
Total ACH Transaction:					

Check Type: Paper Check

12/12/2023	GEN	40265	ADDIS LAW GROUP	PROSECUTION SERVICES - COURT - NOV 2023	350.00
12/12/2023	GEN	40266	AMERICAN UNDERGROUND, INC	CATCH BASIN CLEANING ON SHERIDAN RD	5,000.00
12/12/2023	GEN	40267	Amsterdam Enterprises	BD Bond Refund	2,500.00
12/12/2023	GEN	40268	BIASETTI & CALLAN	BD Bond Refund	908.75
12/12/2023	GEN	40269	CLASSIC GARDEN ORNAMENTS, LTD.	NEW PLANTER TO REPLACE DAMAGED PLANTER	5,891.00
				LIFTING STRAPS AND HARNESS FOR BOWL.	596.00
					<u>6,487.00</u>
12/12/2023	GEN	40270	CLEAN SWEEP	FIRST STREET SWEEP IN NOVEMBER	1,680.00
12/12/2023	GEN	40271	COMED	MAHONEY PARK ELECTRIC 102323-112123	20.27
				BOOSTER PUMP STATION ELECTRIC 102323 - 1	218.56
				PRESSURE REDUCTION STATION ELECTRIC 1023	51.73
				WATER TOWER ELECTRIC 102623-112823	29.20
					<u>319.76</u>
12/12/2023	GEN	40272	DELTA C CONSTRUCTION	REPAIR ENTRY WALLS AT VILLAGE HALL	1,500.00
12/12/2023	GEN	40273	DIXON ENGINEERING INC	WATER TANK WARRANTY REPAIRS - ENG SVCS	975.00
12/12/2023	GEN	40274	EDWARD DEEGAN ARCHITECTS	BRC PHASE II ARCH SRVCS - 645 ABBOTSFORD	2,775.00
				BRC PHASE II ARCH SRVCS - 645 ABBOTSFORD	225.00
					<u>3,000.00</u>
12/12/2023	GEN	40275	FASTSIGNS	BEACH IMPROVEMENT PROJECT - YARD SIGNS	176.00
12/12/2023	GEN	40276	FJ KERRIGAN PLUMBING CO	6" Y FOR SEWER PIPE	131.00
				SEWER CAP AND GLUE	22.00
				FAUCET FOR VILLAGE HALL	234.00
					<u>387.00</u>
12/12/2023	GEN	40277	GASAWAY DISTRIBUTORS, INC.	SALT BRINE FOR 2023/24 WINTER	2,625.08
12/12/2023	GEN	40278	GEOFFREY FENNER	BD Bond Refund	1,700.00
12/12/2023	GEN	40279	HEART CERTIFIED AUTO CARE - WILMETT	SQUAD 615/CSO-OIL CHANGE, FRONT BRAKES	824.30
				SQUAD 615-NEW STARTER MOTOR	641.39
					<u>1,465.69</u>
12/12/2023	GEN	40280	ICMA	INTERNAT CITY/COUNTY MGT ASSOC - BRENNAN	938.00
12/12/2023	GEN	40281	IL DEPARTMENT OF TRANSPORTATION	GB RD TRAFFIC SIGNAL MAINT.	771.87
12/12/2023	GEN	40282	James R. Sethna	BD Bond Refund	800.00
12/12/2023	GEN	40283	JOEL KENNEDY CONSTRUCTION	SPOIL REMOVAL AND MATERIAL HAULING	5,506.23
12/12/2023	GEN	40284	JOHN'S GARAGE	NEW PLOW FOR NEW VEHICLE	8,218.00

CHECK REGISTER FOR VILLAGE OF KENILWORTH
 CHECK DATE FROM 12/11/2023 - 12/14/2023
 CLASS A WARRANTS
 TO BE APPROVED DECEMBER 11, 2023

Check Date	Bank	Check	Vendor Name	Description	Amount
12/12/2023	GEN	40285	KENILWORTH UNION CHURCH	ESCROW REFUND - 417 WARWICK RD DEMOLITIO	4,600.00
12/12/2023	GEN	40286	Kevin Murphy	BD Bond Refund	1,250.00
12/12/2023	GEN	40287	King HVAC Systems	BD Bond Refund	2,500.00
12/12/2023	GEN	40288	Lapwing LLC	BD Bond Refund	2,500.00
12/12/2023	GEN	40289	LECHNER AND SONS	MAT RENTAL 3RD WEEK OF NOVEMBER	45.06
				MAT RENTAL TRAIN STATION 4TH WEEK NOVEMB	45.06
				MAT RENTAL TRAIN STATION 1ST WEEK OF AUG	45.06
					<u>135.18</u>
12/12/2023	GEN	40290	LINCOLNWOOD AUTO CONSTRUCTION	CAR REPAIR FOR TERESE GORDON-KPD CASE 23	2,283.00
12/12/2023	GEN	40291	MAPLE CABLE CONSTRUCTION INC	DIRECTIONAL DRILL ABINGDON ST LIGHTS	3,168.00
				DIRECTIONAL DRILL ST. LIGHTS PARK DR.	1,562.00
					<u>4,730.00</u>
12/12/2023	GEN	40292	MAREK SASADEUSZ	BD Bond Refund	5,000.00
12/12/2023	GEN	40293	MAREK SASADEUSZ	BD Bond Refund	50.00
12/12/2023	GEN	40294	MID AMERICAN WATER OF	WATER REPAIR CLAMPS	1,301.00
12/12/2023	GEN	40295	MIDWEST POWER INDUSTRY, INC	TROUBLE SHOOT GENERATOR AT VILLAGE HALL	330.00
12/12/2023	GEN	40296	MILLEN ACE HARDWARE	STAPLE FOR HOLIDAY LIGHTS	17.62
				FLAT STOCK STEEL FOR BRACKETS	66.55
				DOUBLE POINT NAIL FOR TYING DOWN ORNAMEN	2.51
				HEAT SHRINK FOR WATER PLANT	6.46
				KEYS FOR DOOR VH	16.15
				SPLIT BOLT ELECTRICAL CONNECTORS	25.00
					<u>134.29</u>
12/12/2023	GEN	40297	NICOR	VILLAGE HALL NICOR 102323 - 112123	525.25
				BOOSTER PUMP NICOR 102323 - 112123	164.69
				NICOR PUBLIC WORKS 102323 - 112123	338.63
				WATER PLANT 102423-112123	167.08
					<u>1,195.65</u>
12/12/2023	GEN	40298	PACE ANALYTICAL SERVICES, LLC	QUARTERLY HAA AND TTH WATER SAMPLE	131.00
12/12/2023	GEN	40299	PEERLESS NETWORK, INC.	PHONE SERVICE 11/15/23 - 12/14/23	350.02
12/12/2023	GEN	40300	RIDGELINE CONSULTANTS, LLC	SURVEY SERVICES - WTR PLANT / LAKEFRONT	8,750.00
12/12/2023	GEN	40301	Ringers Landscaping	BD Bond Refund	2,500.00
12/12/2023	GEN	40302	STAPLES, INC.	OFFICE SUPPLIES-PRINTER PAPER, PENS, TON	333.88
12/12/2023	GEN	40303	SUPERIOR INDUSTRIAL SUPPLY CO.	BROOMS FOR SHOP CLEANING (HEAVY DUTY)	52.06
				PAPER TOWELS FOR VILLAGE HALL	51.80
				PAPER TOWEL DISPENSER	184.08
					<u>287.94</u>
12/12/2023	GEN	40304	Titan Builders	ESCROW REFUND - 516 BRIER	2,500.00
12/12/2023	GEN	40305	WORLD CUP/COFFEE U.S.A. & VEND	COFFEE	55.69
12/12/2023	GEN	40306	YELLOWSTONE LANDSCAPE INC.	WATER TOWER PARK - TREE	497.00
				2023 FALL TREE PLANTING PROGRAM	11,472.00
					<u>11,969.00</u>
12/12/2023	GEN	40307	ZAFIRO PAPASTRATAKOS // ZTP STUDIO	MONTHLY PERMIT / CODE ENF SUPPT - NOV/DE	1,998.05
				Total Paper Check:	<u>100,185.08</u>

12/07/2023 10:31 AM
User: brennan
DB: Kenilworth

CHECK REGISTER FOR VILLAGE OF KENILWORTH
CHECK DATE FROM 12/11/2023 - 12/14/2023
CLASS A WARRANTS
TO BE APPROVED DECEMBER 11, 2023

Check Date	Bank	Check	Vendor Name	Description	Amount
GEN TOTALS:					
Total of 59 Checks:					145,346.27
Less 0 Void Checks:					0.00
Total of 59 Disbursements:					<u>145,346.27</u>



Request for Board Action

Agenda Item: 01

Considered By:
Village Board

Date:
12/11/23

Staff Contact: Patrick Brennan, Administration

Subject: Adoption of the following Ordinances Abating the Tax Heretofore Levied for Tax Year 2023 to Pay the Principal and Interest on General Obligation Refunding Bonds:

- a) Series 2015A Abatement
- b) Series 2022 Abatement

Summary: Both the Series 2015A and Series 2022 bond ordinances provided an automatic levy of property tax sufficient for debt service should adequate pledged revenue not be available. Adequate water revenue was received in 2023 to cover the 2015A debt service and adequate bond revenue was received to service the Series 2022 debt service; therefore, the attached two ordinances were prepared to abate the levy of property taxes to service the debt.

Background of Matter: When the Village Board issues alternate revenue source bonds, it is common practice to pledge backup (additional) revenue sources toward the debt service of the bonds. This “backup” assures bond holders that default is unlikely and thereby lessens the associated risk. Property tax revenues are typically the pledged backup revenue source. The bond ordinance pledges the levy of property taxes in an amount sufficient to service the debt. Once adopted, the ordinance is distributed to the County Clerk with a debt service schedule. The Clerk will then levy property taxes in the necessary amount to pay the debt service automatically without any further action by the Village Board. That is, unless the Village Board adopts an ordinance directing the County Clerk to abate the property tax levy for debt service.

The Village currently has two different alternate revenue source debt issuances that are subject to the automatic levy of property taxes. The Series 2015A bonds (Ordinance 1151) and the Series 2022 bonds (Ordinance 1304). The Series 2015A bonds have revenue pledged from the water fund to cover the debt. The funding source is the “System Improvement Charge” included in the water bills. Sufficient revenue was received in the water fund to cover the debt service. Therefore, the Village Manager recommends that the Village Board adopt the ordinance abating the related property tax levy for debt service.

The second debt issuance establishing the automatic property tax levy are the Series 2022 bonds. The bonds were issued in 2022 to fund the second phase of the Green Streets project. The pledged revenue for the debt service is the debt issued annually under the alternate revenue source bond authority. The Village Board authorized the sale of the bonds in November, thereby providing the necessary revenue to service the Series 2022 bonds. Therefore, the Village Manager recommends that the Village Board adopt the ordinance abating the related property tax levy for debt service.

The abatement ordinances have been prepared by the Village's Bond Counsel, Chapman and Cutler. Each ordinance is presented for approval.

Financial Impact: Adopting the first of the attached ordinances will abate the levy of property taxes for the Series 2015A bonds. Adopting the second ordinance will abate the levy of property taxes for the Series 2022 bonds. Sufficient revenue was received during the year to negate the need for the property tax levy on each of the bond series.

Recommendation: It is recommended that the Village Board adopt the two ordinances as presented.

Attachments: Ordinance effectuating the Series 2015a property tax abatement
Ordinance effectuating the Series 2022 property tax abatement

ORDINANCE NO. _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR
THE YEAR 2023 TO PAY THE PRINCIPAL OF AND INTEREST ON
\$3,400,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE
REVENUE SOURCE), SERIES 2015A, OF THE VILLAGE OF KENILWORTH,
COOK COUNTY, ILLINOIS

Passed by the Board of Trustees this ____ day of December, 2023

Published by the Board of Trustees this ____ day of December, 2023

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees

VILLAGE OF KENILWORTH
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Deputy Village Clerk

ORDINANCE NO. _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY THE PRINCIPAL OF AND INTEREST ON \$3,400,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015A, OF THE VILLAGE OF KENILWORTH, COOK COUNTY, ILLINOIS

WHEREAS, the President and Board of Trustees (the "*Village Board*") of the Village of Kenilworth, Cook County, Illinois (the "*Village*"), by Ordinance Number 1151, adopted on the 17th day of August, 2015 (the "*Bond Ordinance*"), did provide for the issue of \$3,400,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015A (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village will have the Pledged Revenues (as defined in the Bond Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 1, 2023; and;

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2023 to pay the principal of and interest on the Bonds be abated; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

Section One: Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

Section Two: Abatement of Tax. The tax heretofore levied for the year 2023 in the Bond Ordinance is hereby abated in its entirety.

Section Three: Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of The County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2023 in accordance with the provisions hereof.

Section Four. Effective Date. This ordinance shall be in full force and effect forthwith upon its passage by the Village Board and signing and approval by the President.

(Signature Page Follows)

PASSED: This ____ day of December, 2023

AYES:

NAYS:

ABSENT:

ABSTAIN:

Village President

ATTEST:

Village Clerk

Recorded in the Village Records on _____.

ATTEST:

Deputy Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the ____ day of December, 2023, there was filed in my office a duly certified copy of Ordinance No.____ entitled:

ORDINANCE abating the tax heretofore levied for the year 2023 to pay the principal of and interest on \$3,400,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015A, of the Village of Kenilworth, Cook County, Illinois

(the “*Ordinance*”) duly adopted by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois (the “*Village*”), on the ____ day of December, 2023, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2023 for the payment of the Village’s \$3,400,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015A, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this ____ day of December, 2023.

County Clerk

[SEAL]

ORDINANCE NO. _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR
THE YEAR 2023 TO PAY THE PRINCIPAL OF AND INTEREST ON
\$7,125,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE
REVENUE SOURCE), SERIES 2022, OF THE VILLAGE OF KENILWORTH,
COOK COUNTY, ILLINOIS

Passed by the Board of Trustees this ____ day of December, 2023

Published by the Board of Trustees this ____ day of December, 2023

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees

VILLAGE OF KENILWORTH
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Deputy Village Clerk

ORDINANCE NO. _____

ORDINANCE abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$7,125,000 General Obligation Bonds (Alternate Revenue Source), Series 2022, of the Village of Kenilworth, Cook County, Illinois.

WHEREAS, the President and Board of Trustees (the “Board”) of the Village of Kenilworth, Cook County, Illinois (the “Village”), by Ordinance Number 1304 adopted on the 22nd day of February, 2022 (as supplemented by a notification of sale, the “Ordinance”), did provide for the issue of \$7,125,000 General Obligation Bonds (Alternate Revenue Source), Series 2022 (the “Bonds”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Board has determined that funds are or will be available to pay any principal of or interest on the Bonds when due in the next succeeding bond year (June 1 and December 1), so as to enable the abatement of the Pledged Taxes levied for the same; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2023 to pay the principal of and interest on the Bonds be abated;

Now THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2023 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of The County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2023 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its passage by the Board and signing and approval by the President.

(Signature Page Follows)

Passed by the President and Board of Trustees on December __, 2023.

Approved December __, 2023.

President

AYES:

NAYS:

ABSENT:

Recorded in the Village Records on _____, 2023.

ATTEST:

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the ____ day of _____, 2023, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

ORDINANCE abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$7,125,000 General Obligation Bonds (Alternate Revenue Source), Series 2022, of the Village of Kenilworth, Cook County, Illinois.

(the “*Ordinance*”) duly adopted by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois (the “*Village*”), on the ____ day of December, 2023, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2023 for the payment of the Village’s \$7,125,000 General Obligation Bonds (Alternate Revenue Source), Series 2022, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this ____ day of December, 2023.

County Clerk

[SEAL]



Request for Board Action

Agenda Item: 02

Considered By:

Village Board

Village Board

Date:

12/11/23

11/22/23

Staff Contact: Patrick Brennan, Administration

Subject: Adoption of the Following Items Related to the 2023 Tax Levy for the Village Fiscal Period January 1, 2024 through December 31, 2024:

- a) An Ordinance for the Levy Assessment and Collection of Taxes for the Village
- b) A Resolution Limiting the Additional Tax Levy Extension for Loss and Cost to Two Percent

Summary: Annually, the Village is required to adopt an ordinance establishing the amount of property tax to be levied to support services. Additionally, the Board passes a resolution on an annual basis to limit the additional tax levy extension due to loss and cost.

Background of Matter: Pursuant to State law, on or before the last Tuesday in December, the Village must file with the County Clerk an Ordinance requesting a property tax levy to be levied on all taxable property within the Village. The attached proposed Ordinance reflects the proposed Tax Year 2023 levy as further described below.

At the November meeting, the Trustees requested that the proposed general corporate tax levy reflect a 2.5% increase over prior year receipts. The maximum tax levy amount as established by the Property Tax Extension Limitation Law is 5.0%. The maximum levy amount is limited by the lower of either the change in Consumer Price Index (CPI) or 5.0%.

Loss & Costs

Annually, the Village Board considers a resolution to limit the amount of the Loss and Cost factor of the Tax Levy Extension to a maximum of two percent. This adjustment is made to limit the over-collection of taxes to cover uncollectable taxes. Due to residents diligently paying their taxes, the Village is able to reduce the amount of the loss and costs via ordinance. The limiting amount was compared for the 2022 levy collection and found to be reasonable. Attached for consideration is the resolution necessary to effectuate that action for Tax Year 2023.

Financial Impact: The FY24 Budget anticipates receiving the amount of property taxes levied as identified in the attached ordinance.

Recommendation: It is recommended that the Village Board adopt the attached ordinance.

Attachment: Ordinance Authorizing the 2023 Tax Year Levy
Resolution Limiting the Loss and Cost to Two Percent

ORDINANCE NO. ____

AN ORDINANCE FOR THE LEVY ASSESSMENT AND COLLECTION OF TAXES FOR THE
VILLAGE OF KENILWORTH, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR
COMMENCING ON THE FIRST DAY OF JANUARY, 2024,
AND ENDING ON THE THIRTY-FIRST DAY OF DECEMBER, 2024

Passed by the Board of Trustees, December __, 2023
Printed and Published, December __, 2023

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees

VILLAGE OF KENILWORTH
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Deputy Village Clerk

ORDINANCE NO.

AN ORDINANCE FOR THE LEVY ASSESSMENT AND COLLECTION OF TAXES FOR THE VILLAGE OF KENILWORTH, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF JANUARY, 2024, AND ENDING ON THE THIRTY-FIRST DAY OF DECEMBER, 2024

BE IT ORDAINED by the President and Board of Trustees of the Village of Kenilworth:

Section 1. THAT WHEREAS, by an Ordinance passed by the President and Board of Trustees of the Village of Kenilworth on the 20th day of November, 2023, the sum of Five Million, Six Hundred Forty-three Thousand, Five Hundred and Seventy-six Dollars (\$5,643,576) was heretofore budgeted for corporate and other purposes of said Village of Kenilworth for the fiscal year commencing on the First day of January, 2024, and ending on the Thirty-first day of December, 2024; and

Section 2. THAT WHEREAS, of the total said of Five Million, Six Hundred Forty-three Thousand, Five Hundred and Seventy-six Dollars (\$5,643,576) budgeted by the Village of Kenilworth, the Village requires to be raised by taxation for the current year, the sum of Five Million, Twelve Thousand, Five Hundred and Ninety-seven Dollars (\$5,012,597) or as much as may be authorized by law as indicated in the following Summary of 2023 Property Tax Levy under the column labeled "Amount to Be Raised by Tax Levy."

2023 PROPERTY TAX LEVY SUMMARY

	Amount Budgeted	Amount to be Raised by Taxes
Administration	\$690,571	
Support Services	\$219,707	
Building & Grounds	\$69,292	
Beach	\$53,771	
Total Corporate	\$1,033,341	\$291,000
Garbage	\$115,741	\$0
IMRF	\$14,678	\$10,000
Street & Bridge	\$409,809	\$200,000
Fire Protection	\$491,341	\$444,000
Police Protection	\$1,737,208	\$1,408,000
Auditing	\$30,000	\$15,300
Liability Insurance	\$90,497	\$79,100
Street Lighting	\$46,628	\$37,300
Crossing Guards	\$15,723	\$1,500
Forestry	\$68,400	\$6,000
Workmen's Comp.	\$37,616	\$12,000
Unemployment Ins.	\$2,538	\$1,000
Police Pension	\$891,000	\$815,000
SubTotal	\$3,951,179	\$3,029,200
Debt Service	\$1,692,397	\$1,692,397
Total Budgeted	\$5,643,576	
Total Amount of Levy		\$5,012,597

Section 3. The Village Clerk of the Village of Kenilworth is hereby directed to file with the County Clerk of Cook County a certified copy of this Ordinance and said County Clerk of Cook County aforesaid, is hereby directed to cause the sum of Five Million, Twelve Thousand, Five Hundred and Ninety-seven Dollars (\$5,012,597), or as much as may be authorized by law to be extended upon and against all said property subject to taxation within the limits of said Village of Kenilworth in accordance with the laws and statutes of the State of Illinois in such case made and provided.

Section 4. This Ordinance shall take effect and be in force from and after its passage, approval and publication in pamphlet form.

PASSED this ___ day of December, 2023.

AYES:

NAYS:

ABSTAIN:

ABSENT:

Village President

ATTEST:

Village Clerk

TRUTH IN TAXATION
CERTIFICATE OF COMPLIANCE

I, Cecily Kaz, hereby certify that I am the presiding officer of the Village of Kenilworth, and as such presiding officer I certify that the levy ordinance, a copy which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of the Illinois Property Tax Code – Truth in Taxation Law, 35 ILCS 200/18-60 through 18-85(2012).

This Certificate applies to the 2023 levy.

Signature of Presiding Officer

Date

**VILLAGE OF KENILWORTH
BOARD OF TRUSTEES**

RESOLUTION ____

**OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF KENILWORTH LIMITING THE ADDITIONAL TAX LEVY
EXTENSION FOR LOSS AND COST TO TWO PERCENT**

RESOLVED, that in connection with the levy and assessment of taxes for the 2023 tax year pursuant to the Tax Levy Ordinance of the Village of Kenilworth, adopted as Ordinance No. __ on December 11, 2023, the Cook County Collector shall limit the additional extension for loss and cost to two percent (2%) of the levies authorized by such Ordinance No. _____.

PASSED this ____ day of December, 2023.

AYES:

NAYS:

ABSTAIN:

ABSENT:

Village President

The undersigned Village Clerk of the Village of Kenilworth, Cook County, Illinois, does hereby certify that the above resolution was duly adopted by the President and Board of Trustees of the Village at a meeting duly called and held on December 12, 2023.

ATTEST:

Village Clerk



Request for Board Action

Agenda Item: 03

Considered By:
Village Board

Date:
12/11/23

Staff Contact: Patrick Brennan, Administration

Subject: Adoption of an Ordinance Amending the Fiscal Year 2023 Budget

Summary: A number of activities occurred during the course of administering the Fiscal Year 2023 budget that require amending the adopted budget to account for the related expenditures and revenue. As the budget was adopted by ordinance, passage of an ordinance by a super-majority is required to amend the budget.

Background of Matter: The Village operates under the budget system of operations which was adopted in 2007 by ordinance. The Ordinance stipulates that a budget amendment is required for any of the following actions:

1. Transfers between funds;
2. Transfers in the amount greater than \$5,000 between or among subclasses within an object class (Departmental Budget or Fund); or
3. Transfers between or among object classes.

Adoption of an ordinance is required to effectuate the amendment of the Village Budget. For Fiscal Calendar Year 2023, several line item transfers in the amount greater than \$5,000 need to be made among subclasses within an object class (line items within departmental budgets or within an individual fund) or between object classes that do not exceed the total amount budgeted for the fund.

As fiscal year end estimates were being calculated, it became apparent that a General Fund surplus above the amount budgeted would be realized. The budgeted surplus was \$70,995 and projected is \$523,416 prior to transfers. A recommended transfer of \$2.1M to the Capital Projects Fund (27) will reflect a draw upon General Fund fund balance of \$1,576,584. The FY23 budget is structurally balanced with revenues exceeding expenditure prior to transfers.

Prior to formulating recommendations as to how to address the surplus, the Police Pension Fund Funding Policy was reviewed. The policy requires consideration of the following items by the Village Manager when determining if additional contributions should be recommended:

1. Progress of the Fund toward achieving the goal of zero net liabilities by 2040;
2. Percentage of non-restricted General Fund balance to budgeted expenditures vis-à-vis the Fund Balance Policy;
3. Current or reasonably anticipated capital improvement projects; and
4. Regional and State economic indicators.

The Police Pension Fund actuarially recommended contribution (ARC) for 2023 is \$771,431 and the FY23 budget anticipated \$800,000 in contributions from property taxes. That amount is \$28,569 above the ARC. The FY23 budget also anticipated \$100,000 in additional contributions

based upon receiving adequate revenues. During this fiscal year Cook County encountered problems again in preparing property tax bills. This resulted in delayed transfer of property taxes. As a result, only \$50,000 of the budgeted \$100,000 has been transferred to the Pension Fund. It is recommended that no additional transfer is initiated.

The impact of multiple years of additional contributions to the Pension Fund had resulted in some progress toward the mandated 90% funding level by 2040. However, investment losses in 2022 erased much of the gain dropping the funded ratio to 50.26%, down from the prior year amount of 57.82%. While the recent consolidation of investments at the state level will be beneficial in the long term, it is yet to be known how much of the losses will be recouped and over what period of time. The current contribution above the actuarially recommended amount is \$78,569.

The Village anticipates significant infrastructure improvement projects within the next few years. Among those is the redevelopment of the lakefront and water plant and improvements slated to commence in 2024 and improvements to the Green Bay Road Corridor. The General Fund fund balance is two percent above the policy range of 55-70% and has been growing slowly. Recent economic conditions point toward the benefit of long-term investment returns, such as those undertaken by the police pension fund. However, at the same time, the cost of borrowing money has increased, thereby making long term debt issuance less attractive for capital projects.

In summarizing the key items to be considered by the Police Pension Policy:

1. Prior to CY2022 losses, the fund was making slow progress toward lowering our unfunded pension liability;
2. The FY22 fund balance was at 72%, slightly above the 55-70% Fund Balance Policy target. The anticipated FY23 surplus would result in fund balance further exceeding policy;
3. The current reasonably anticipated capital improvement projects have been identified and adequate funding is not available;
4. The Village is likely to have the need to issue debt to fully fund the Lakefront Improvement Project planned to commence in late 2024; and
5. Regional and State economic indicators are indicating that a recession may have been averted, but the first few quarters of 2024 are expected to be telling.

With all of these factors in mind, the following recommended transfers and fund assignments are included within the Fiscal Year 2023 budget amendment ordinance under consideration:

1. **No additional transfers to the Police Pension Fund** above the \$800,000 planned from property taxes and \$50,000 in additional transfers already made. It is anticipated that the pension fund will produce long-term gains improving the funded ratio.
2. **Transfer \$2,100,000 to the Capital Projects Fund (27)** for anticipated expenses related to the lakefront/water plant improvement project which is expected in 2024 and 2025.
3. **Release the assignment of \$1,200,000 of General Fund fund balance** for near-term capital improvement needs. With the transfer listed above, the assignment/restriction of funds is no longer needed.

With the above recommendations in mind, projections for the adopted FY2023 budget as amended will result in General Fund revenues exceeding expenditures by \$523,416 prior to transfers. After the \$2.1M transfer, expenditures exceed revenues by \$1,576,584.

In accordance with the Village Code, the Fiscal Year 2023 budget should be modified prior to the close of the fiscal year to reflect certain changes that occurred during the budget period. An ordinance has been prepared to effectuate the budget recommended amendments and is attached for consideration. The tables within the proposed ordinance outline both the required adjustment and the contributions and transfers as recommended above.

Policy: Budget amendments must be adopted by ordinance and require a supermajority vote. The Village Code (section 31.72) details the actions which trigger the need for a budget amendment. The Fund Balance Policy states that the Village should maintain a target unassigned fund balance between 55 and 70 percent of operating expenditures.

Financial Impact: Adopting the ordinance accounts for and authorizes the adjustments noted on the attached ordinance.

Recommendation: The Village Manager recommends that the Village Board adopt the ordinance as presented which includes the transfer of \$2,100,000 of General Fund fund balance to the Capital Projects Fund (27) for future capital projects.

Attachment: Ordinance amending the FY23 Village Budget

ORDINANCE NO. ____

**AN ORDINANCE AMENDING THE VILLAGE OF KENILWORTH,
COOK COUNTY, IL BUDGET FOR THE FISCAL YEAR COMMENCING
JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023**

Passed by the Board of Trustees this ____ day of December, 2023

Published by the Board of Trustees this ____ day of December, 2023

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees

VILLAGE OF KENILWORTH
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Deputy Village Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE VILLAGE OF KENILWORTH,
COOK COUNTY, IL BUDGET FOR THE FISCAL YEAR COMMENCING
JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023

WHEREAS, by Ordinance No. 1327 the Village Board of the Village of Kenilworth, Illinois adopted the Budget of the Village of Kenilworth for the fiscal year beginning January 1, 2023, and ending December 31, 2023; and

WHEREAS, expenditures have occurred which were not anticipated when the annual budget was adopted; and

WHEREAS, the Village Code requires a budget amendment to transfer funds between funds; and

WHEREAS, the Village of Kenilworth has determined that it will serve and be in the best interest of the Village to adopt an Ordinance amending the Fiscal Year 2023 Budget;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF THE VILLAGE OF KENILWORTH, COOK COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village Board.

SECTION TWO: ADOPTION OF AMENDMENTS. The Annual Budget shall be, and it is hereby, amended as follows:

General Fund Revenue	FY 23 Approved Budget	Budget Increase/ (Decrease)	Amended Budget Amount
01-100-3001 Current Tax Levy	2,390,800	(50,800)	2,340,000
01-100-3004 Replacement Tax	66,300	34,982	101,282
01-100-3005 State Sales Tax	65,000	118,412	183,412
01-100-3006 State Income Tax	304,265	73,110	377,375
01-100-3007 Local use Tax	78,585	14,848	93,433
01-100-3011 Utility Tax - Nicor	70,000	20,000	90,000
01-100-3020 911 Disbursement - JETSB Funds	85,000	9,000	94,000
01-100-3102 Village Ordinance Fines	18,000	15,200	33,200
01-100-3201 Vehicle License	100,000	(21,250)	78,750
01-100-3301 Permits Building	380,000	(45,000)	335,000
01-100-3306 Plan Review	27,000	7,157	34,157
01-100-3308 ZBA Filing Fee	1,050	5,850	6,900
01-100-3405 Yard Waste Stickers	1,100	8,600	9,700
01-100-3701 Interest Income	30,000	150,000	180,000
Total General Fund Revenue:	3,617,100	340,109	3,957,209

Motor Fuel Tax Fund Revenue	FY 23 Approved Budget	Budget Increase/ (Decrease)	Amended Budget Amount
06-100-3701 Interest Income	5,000	18,000	23,000
Total Motor Fuel Tax Fund Revenue:	5,000	18,000	23,000

TIF Fund Revenue	FY 23 Approved Budget	Budget Increase/ (Decrease)	Amended Budget Amount
14-100-3001 Current Tax Levy	140,000	85,000	225,000
14-100-3701 Interest Income	2,000	12,000	14,000
Total TIF Fund Revenue:	142,000	97,000	239,000

KW2023 Capital Projects Fund Revenue	FY 23 Approved Budget	Budget Increase/ (Decrease)	Amended Budget Amount
23-100-3701 Interest Income	5,000	86,114	91,114
Total Water Fund Revenue:	5,000	86,114	91,114

Water Fund Revenue	FY 23 Approved Budget	Budget Increase/ (Decrease)	Amended Budget Amount
35-100-3432 Water Service Metered	745,000	45,000	790,000
35-100-3701 Interest Income	6,000	17,000	23,000
Total Water Fund Revenue:	751,000	62,000	813,000

Capital Projects Fund Revenue	FY 23 Approved Budget	Budget Increase/ (Decrease)	Amended Budget Amount
27-100-3100 Bond Proceeds	375,000	25,000	400,000
27-100-3701 Interest	7,000	90,000	97,000
27-100-3989 Other Income	0	60,416	60,416
27-100-3990 Transfer of Funds In	0	2,100,000	2,100,000
Total Capital Projects Fund Revenue:	382,000	2,275,416	2,657,416

General Fund	FY 23 Approved Budget	Budget Increase/ (Decrease)	Amended Budget Amount
Administration			
01-100-7395 Funds Transfer Out	0	2,100,000	2,100,000
Support Services			
01-200-5004 Insurance – General Liability	117,672	(27,175)	90,497
Building & Grounds			

01-300-6026 Building Repairs	5,000	(3,500)	1,500
Waste Removal			
01-500-5663 Waste Dumping Charge	55,040	(6,940)	48,100
Streets			
01-400-4010 Salaries	65,371	(3,924)	196,956
01-400-4011 Overtime Salaries	10,000	(3,963)	6,037
01-400-4028 Employee Benefits Medical	43,292	(6,292)	37,000
01-400-6038 Snow Removal Supplies	30,000	(3,000)	27,000
Forestry			
01-600-5768 Tree Planting Program	10,000	3,707	13,707
01-600-5092 Professional Services	5,200	1,600	6,800
Beach			
01-800-4021 Part Time Salaries	35,500	8,200	43,700
Police			
01-900-4010 Regular Salaries	912,498	(87,638)	824,860
01-900-4011 Overtime Salaries	45,000	20,000	65,000
01-900-4021 Part Time Salaries	135,594	(11,523)	124,071
01-900-4028 Employee Benefits Medical	201,003	40,997	242,000
Fire			
01-950-8002 Foreign Fire Expenses	5,000	28,333	33,333
Total General Fund:	1,676,170	2,048,882	3,725,052

Motor Fuel Tax Fund	FY 23 Approved Budget	Budget Increase/ (Decrease)	Amended Budget Amount
06-100-8007 Road Projects	216,998	73,002	290,000
Total Motor Fuel Tax Fund:	216,998	73,002	290,000

TIF Fund	FY 23 Approved Budget	Budget Increase/ (Decrease)	Amended Budget Amount
14-100-5322 Engineering Services	45,000	(25,000)	20,000
Total TIF Fund:	45,000	(25,000)	20,000

KW2023 Capital Project Fund	FY 23 Approved Budget	Budget Increase/ (Decrease)	Amended Budget Amount
Administration			
23-100-5092 Professional Services	0	186,182	186,182
23-100-7005 Miscellaneous Expense	0	6,000	6,000
Streets			
23-400-8008 Road Projects	0	55,783	55,783
Water			

23-935-5322 Engineering Water	0	30,375	30,375
23-935-8008 Road Projects	20,000	578,000	598,000
Sewer			
23-992-8014 Storm Sewer Improvements	0	92,000	92,000
Total KW2023Capital Project Fund:	20,000	948,340	968,340

Capital Projects Fund	FY 23 Approved Budget	Budget Increase/ (Decrease)	Amended Budget Amount
Buildings & Grounds			
27-300-8007 Blg Improvements & Alterations	25,400	(19,400)	6,000
Streets			
27-400-5322 Engineering Service Public Works	0	6,100	6,100
27-400-8008 Road Projects	50,000	(10,846)	39,154
Water			
27-935-5092 Professional Services	90,000	8,000	98,000
Sewer			
27-992-8012 Sewer Repairs	25,000	(23,000)	2,000
Total Annual Refunding Bond:	190,400	(39,146)	151,254

Water Fund	FY 23 Approved Budget	Budget Increase/ (Decrease)	Amended Budget Amount
35-100-5400 Purchase of Portable Water	237,718	26,282	264,000
Total Water Fund:	237,718	26,282	264,000

SECTION THREE: PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner as provided by law.

PASSED: This ___ day of December, 2023.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Village President

ATTEST:

Deputy Village Clerk



Request for Board Action

Agenda Item: 04

Considered By:
Village Board

Date:
12/11/23

Staff Contact: Bryan Carlson, Police Chief

Subject: Adoption of a Resolution Approving a 10-Year Dispatch Services Renewal Agreement Between the Village of Kenilworth and the Village of Glenview.

Summary: The Village of Glenview operates a full service dispatch center and provides 9-1-1 call answering and dispatch services to a number of surrounding communities. In 2016, the Village of Kenilworth and the Village of Glenview entered into an agreement for 9-1-1 call answering and dispatch services.

Background of Matter: On June 29, 2015, the Governor executed Public Act 99-0006 (Act) mandating the consolidation of 9-1-1 Authorities. In Cook County, the Act specifically requires that all 9-1-1 centers serve no less than 25,000 people. In response, Glencoe, Kenilworth, Northfield and Winnetka entered into an agreement with the Village of Glenview to provide each community with dispatch services.

Presented for approval is a 10 year renewal Dispatch Services Agreement between the Village of Kenilworth and the Village of Glenview which outlines the police dispatch services which will be provided. Included among these services is 24-hour answering of all emergency 911 phone calls and police non-emergency calls, 24-hour dispatching of police personnel using radio and computer aided dispatch, answering administrative phone calls during non-business hours, emergency and after hours notification of Kenilworth Public Works, activating community warning sirens and reverse notification calls and provide passive electronic video monitoring of video feeds provided by the Village. The IGA provides information on performance standards for call handling by Glenview, along with insurance coverage for dispatch services. The IGA also details the fee structure for dispatch services which the Village will be responsible for through the duration of the contract ending December 31, 2033.

Financial Impact: The IGA details the fee structure through the end of the contract. The total cost of the contract is \$2,596,459.00. Adequate funding is available in the FY2024 budget for the proposed agreement amount of \$217,478. The annual percentage increase is 4% for the first 3 years and 3.75% for the next 7 years.

Recommendation: It is recommended that the Village Board of Trustees consider and adopt the resolution as presented.

Attachment:

- Resolution Approving a renewal of the Dispatch Services Agreement Between the Village of Kenilworth and the Village of Glenview
- IGA with the Village of Glenview for Dispatch Services

**VILLAGE OF KENILWORTH
RESOLUTION NO. 2023-**

**RESOLUTION APPROVING A 10-YEAR DISPATCH SERVICES RENEWAL
AGREEMENT BETWEEN THE VILLAGE OF KENILWORTH AND THE VILLAGE OF
GLENVIEW**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as the Villages of Glenview and Kenilworth, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Village of Glenview operates a full service dispatch centers ("**Full Service Dispatch Center**") and provides 9-1-1 call answering and dispatch services to a number of surrounding communities; and

WHEREAS, Kenilworth is seeking to renew this agreement for 9-1-1 call answering and dispatch services performed by Glenview from the Full Service Dispatch Center, on behalf of its Department of Public Safety and other ancillary services (collectively the "**Dispatch Services**"); and

WHEREAS, the Police Chief recommends renewing the agreement for 10 years. The agreement would expire on December 31, 2033. The Police Chief deems the level of service provided by the Village of Glenview Dispatch Center to be excellent. The Village of Kenilworth has utilized the Village of Glenview Dispatch Center since 2016.

WHEREAS, Glenview and Kenilworth have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Glenview and Kenilworth to enter into an agreement for Glenview to provide Dispatch Services to Kenilworth ("**Agreement**"); and

WHEREAS, the Board of Trustees hereby find it to be in the best interests of the Village and the public to enter into the Agreement with the Village of Glenview;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF KENILWORTH, COUNTY OF COOK, STATE OF ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated in, and made a part of, this Resolution by this reference as findings of the Village Board of Trustees of the Village of Kenilworth.

SECTION TWO: APPROVAL. The Agreement is hereby approved, in substantially the form of Exhibit A hereto, subject to the final review and approval of the Village Manager and Village Attorney.

SECTION THREE: AUTHORIZATION. The Village President and the Village Clerk shall be and are hereby authorized and directed to execute the Agreement as well as such other documents may be necessary for Kenilworth to join Glenview's JETSB.

PASSED THIS _____ DAY OF DECEMBER, 2023.

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED THIS _____ DAY OF DECEMBER, 2023.

Village President

ATTEST:

Village Clerk

EXHIBIT A

**DISPATCH SERVICES AGREEMENT BETWEEN
THE VILLAGE OF GLENVIEW AND THE VILLAGE OF KENILWORTH**

THIS AGREEMENT is made as of 2023, by and between the **VILLAGE OF GLENVIEW**, an Illinois home rule municipal corporation (“**Glenview**”) and the **VILLAGE OF KENILWORTH** (“**Kenilworth**”), an Illinois municipal corporation. In consideration of the mutual promises of the Parties hereto made each to the other and other good and valuable consideration, Glenview and Kenilworth hereby agree as follows:

Section 1. Background.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Glenview and Kenilworth, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*, provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

B. Glenview and Kenilworth (sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”) are units of local government.

C. Glenview operates full-service dispatch centers at 2500 East Lake Avenue, Glenview, Illinois (the “**Glenview Facility**”) and 1677 Old Deerfield Road, Highland Park, Illinois (the “**Highland Park Facility**”), and will continue to operate a primary dispatch center and secondary dispatch center for redundancy, known collectively as the “**Full-Service Dispatch Center**”. Glenview currently provides 9-1-1 call answering and dispatch services to a number of surrounding communities through the Full-Service Dispatch Center.

D. Kenilworth previously contracted with Glenview for police and 9-1-1 call answering and dispatch services performed by Glenview from the Full-Service Dispatch Center, on behalf of its Department of Public Safety and other ancillary services (collectively the “**Dispatch Services**”) as those Dispatch Services are more fully described in Section 2.A of this Agreement, pursuant to an Intergovernmental Agreement that expires December 31, 2023 (“**Prior Agreement**”).

E. Glenview concurrently provides services similar to the Dispatch Services from the Full-Service Dispatch Center to the following additional municipalities: Village of Kenilworth, Village of Northfield, Village of Winnetka (“**Additional Agencies**”).

F. Glenview and Kenilworth have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Glenview and Kenilworth to enter into a new Agreement for Glenview to continue to provide Dispatch Services to Kenilworth.

Section 2. Provision of Dispatch Services by Glenview and Corresponding Obligations of Kenilworth.

A. Operation of Full-Service Dispatch Center and Provision of Dispatch Services by Glenview. The Prior Agreement will expire on December 31, 2023, and Glenview agrees to

continue to directly operate the Full-Service Dispatch Center to provide Dispatch Services to Kenilworth pursuant to the terms of this Agreement commencing at midnight on January 1, 2024 through 11:59 p.m. on December 31, 2033 ("**Term**"). Dispatch Services to be provided by Glenview to Kenilworth will include, without limitation, the following, and will be equal to the service level provided to Glenview's residents and customers:

1. Provide 24-hour a day answering of all emergency 9-1-1 and police non-emergency calls; maintain updated telephone lists of Kenilworth staff and employees; implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by Glenview and approved by Kenilworth. All calls (emergency and non-emergency) shall be answered within ten (10) seconds at least ninety-five percent (95%) of the time, and a log of all calls shall be provided to Kenilworth by Glenview on a quarterly basis or as otherwise reasonably requested by Kenilworth. Said log shall be made available to Kenilworth upon request within a reasonable time period of no greater than seven (7) days. Recordings of all aspects of each call received for Kenilworth (including the incoming phone call, internal dispatch center conversations related to the call, out bound phone calls and any and all radio traffic relate to the call) shall be made available as soon as a qualified person is available to provide recordings, unless an emergency exists, to Kenilworth upon request for such recording by Kenilworth. Additionally, Glenview shall provide Kenilworth with call answering performance metrics for Glenview and all other agencies contracting with Glenview for services similar to the Dispatch Services on an annual basis or as otherwise requested in writing by Kenilworth, such requests to occur no more than quarterly. In addition, Glenview will, at all times, comply with the requirements of Part 1325 of Chapter IV of Title 83 of the Illinois Administrative Code regarding the maintenance of a backup PSAP for the Full-Service Dispatch Center and maintain a secondary location to serve as the Primary PSAP for the Village in the event that the Glenview Facility goes offline;
2. Provide 24-hour a day dispatching for all Kenilworth [Police Department/Public Safety] and after-hours' and emergency notification of Kenilworth Public Works as requested by Kenilworth. The "Performance Standard" for call handling will be procedurally and operationally consistent with contemporary industry recognized standards; as determined by the Association of Public Safety Communications Officials (APCO) or National Emergency Number association (NENA). Glenview agrees to proactively review and take reasonable steps to correct any operational practices in the Dispatch Center that increase average dispatch times to levels exceeding industry standards, or standards previously agreed to by the Parties, and provide notice of the issue and corrective actions taken to the Kenilworth police chief or his designee. Glenview shall provide reporting to Kenilworth demonstrating compliance with the Performance Standard described above no less frequently than monthly;
3. Maintain and operate radio and computer communications with Kenilworth for all Police Department and Kenilworth Public Works, utilizing dispatching

procedures adopted and agreed upon by the Parties. Any proposed changes or additions to the radio channel or talk group used by Kenilworth and the Additional Agencies shall be discussed and agreed upon by the Parties;

4. Glenview will use best efforts to maintain the following minimum employee staffing levels to provide the Dispatch Services:
 - a. In the Full-Service Dispatch Center, staff at least one (1) telecommunicator per radio channel to provide the Dispatch Services at all times; provided, however, in the event that temporary staffing difficulties caused by an emergency situation that is beyond Glenview's reasonable control prevent such minimum staffing, then Glenview shall notify the Kenilworth Village Manager of any circumstances when such minimum staffing level will not be met and the expected duration of any such circumstance. The Parties shall mutually agree upon which facility will serve as the primary PSAP from which the Dispatch Services will be provided.
 - b. To the extent these minimum staffing levels require the hiring of any additional employees by Glenview, Glenview agrees to allow any and all current Kenilworth dispatch employees to undertake any pre-employment examinations and perform any and all other requirements necessary for those employees to apply for and be considered for any available dispatchers/call taker positions. Kenilworth acknowledges that, should Glenview hire any former Kenilworth employees to provide the Dispatch Services, those employees will become Glenview employees and Kenilworth will have no ability to make any personnel-related decisions concerning those employees.
5. Provide and continuously update training to all Glenview employees providing the Dispatch Services in the operation of Glenview's New World System for Kenilworth, as further described in Section 2.B and 2.C of this Agreement, and other necessary skills including but not limited to Emergency Medical Dispatch (E.M.D.). Documentation and evidence of such training shall be provided by Glenview to Kenilworth upon request;
6. Perform supervised transfers of 9-1-1 fire rescue calls to the appropriate Fire/EMS rescue agency as required by ICC 9-1-1 regulations. The transfer of calls will be consistent with industry recognized standards; NENA 56-005 and NFPA 1221;
7. Pursuant to informational materials provided by Kenilworth provide general information to, and answer questions from, callers related to Kenilworth public health and safety issues (i.e. boil orders or street closures) and general information related to Police, Fire/EMS, Public Works and other Kenilworth services; provided, however, that Glenview will only answer non-emergency calls from Kenilworth outside of regular Kenilworth business hours as advertised by the Village on its website and posted on its facilities, as well as on weekends and designated holidays by Kenilworth Glenview

shall not under any circumstances accept payment of any fees, fines or other amounts on behalf of Kenilworth.

8. No more than seven (7) days following the final day of any month, or upon written request by Kenilworth, provide copies of reports regarding service performance metrics, call volume, LEADS reports, officer time usage and any other requested reports;
9. Provide warning notifications to the Kenilworth community and residents, including without limitation activating community warning sirens and reverse notification calls (e.g. Code Red), as requested by Kenilworth and in accordance with Kenilworth's policies and procedures and only at the direction of the Kenilworth Chief of Police or his/her designee; however, Kenilworth shall be responsible for providing the exact wording of the emergency message to be delivered, and for all costs associated with the purchase and installation, maintenance and/or relocation of any equipment necessary to activate Kenilworth's community warning sirens;
10. Maintain a call logging and recording system of all emergency and non-emergency calls and, upon request, provide copies to Kenilworth Police, Fire/EMS, and Public Works Departments.
11. Provide passive electronic remote-control monitoring for the Kenilworth Police Department security system and other Village-controlled facilities as designated by Kenilworth, including monitoring the entry to the Kenilworth Police Station; provided, however, that Kenilworth shall provide the necessary equipment and connections at Kenilworth's cost to enable Glenview to accomplish this monitoring. This monitoring will include both video and audio, two-way communications;
12. Assist Kenilworth in any manner necessary, including cooperating with representatives and assessors with Police performance metrics, and taking any other appropriate action, to ensure that Kenilworth receives the any information necessary to satisfy the applicable agencies' professional accreditation or certification processes. It is understood, however, that Glenview's obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of Police/Public Safety activities undertaken by Kenilworth, as the case may be. Any extraordinary compliance measures undertaken by Glenview in furtherance of this Paragraph 2.A.12 at the request of Kenilworth will be done at Kenilworth's expense;
13. Subject to the obligations of Kenilworth described in Section 2.B herein, operate, maintain and manage the Law Enforcement Data System program ("**LEADS**") and the National Crime Information Center program ("**NCIC**"), including without limitation the following activities:
 - a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations;

- b. Enter into the LEADS or NCIC system information as requested by Kenilworth, including without limitation warrants and sex offenders;
 - c. Maintain and manage hot files;
 - d. Maintain and manage all LEADS and NCIC files;
 - e. Remove from the LEADS and NCIC files information and data that is no longer current; and
 - f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Kenilworth;
 - g. Ensure all dispatchers operate in compliance with LEAD standards.
14. Maintain and operate mutual aid dispatch services for Kenilworth in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("**NIPAS**"), the Illinois Law Enforcement Alarm System ("**ILEAS**"), the Mutual Aid Box Alarm System ("**MABAS**"), the North Regional Major Crimes Task Force ("**NORTAF**"), the Major Crash Assistance Team ("**MCAT**"), and the Illinois Public Works Mutual Aid Network ("**IPWMAN**"), as well as any other applicable public safety organizations; provided, however, that Glenview's obligations in this regard are limited to monitoring, dispatching, documenting and updating of system information, based upon data provided by Kenilworth;
 15. Participate in reasonable periodic training exercise programs and scenarios conducted by Kenilworth including the provision of dispatch services employees to participate in the programs and scenarios, provided that adequate notice is given and staffing limitations permit such participation. Costs associated with the attendance of dispatch service employees (including supervisory staff) at special assignments or special events will be borne by Kenilworth
 16. To encourage mutual personnel interactions, Glenview agrees that its dispatch personnel will accompany Kenilworth Police officers on "ride-alongs" to become familiar with local geography and Kenilworth Police Department procedures. Such "ride-alongs" will be conducted on no less than a semi-annual basis during the first year of the Initial Term (defined herein) and, thereafter, no less than an annual basis, at no additional charge to Kenilworth. Periodic attendance at Kenilworth Police Department meetings and other mutually agreed upon events is encouraged throughout the term of this Agreement;
 17. Cooperate with Kenilworth in the preparation of responses to any subpoenas and/or Freedom of Information Act requests concerning the Dispatch Services, including without limitation identifying and providing copies of responsive records (including documents, call logs, call recordings, video recordings). Kenilworth will be responsible for completing and transmitting final responses to such subpoenas FOIA requests; and

18. Cooperate with Kenilworth in the event that any litigation arises out of or is related to the services provided under this Agreement, including providing records and making employees available for depositions and testimony in accordance with service of legal process, provided that Glenview does not become adverse to Kenilworth in any such litigation.
19. Obligations of Kenilworth/Kenilworth agrees to perform the following in order to enable Glenview to efficiently and properly fulfill its obligations under this Agreement:
 20. Provide timely updated telephone lists, call out procedures, and suggested telephone answering procedures;
 21. Provide timely notification of a Kenilworth designee for receiving notice in the absence of Police Chief;
 22. Provide informational materials on public safety, civic and utility issues for dissemination to residents of Kenilworth;
 23. Provide proper equipment and connections to enable Glenview to monitor designated security video feeds at Village-controlled facilities;
 24. Provide reasonable cooperation in assisting Glenview to achieve accreditation as desired by Glenview;
 25. Provide timely reports and other data needed for Glenview to comply with LEADS requirements and current MABAS box cards;
 26. Provide work schedules, on-call schedules, training exercises and reasonable notification thereof;
 27. Enter and manage warrants through New World RMS (defined as New World Records Management System), or other subsequently-implemented records management system; and

B. Party Obligations Relating to New World System.

1. The parties acknowledge and mutually agree that Glenview shall be responsible for all IT costs and services related to maintaining the New World Computer Aided Dispatch, New World Records Management System, New World Mobile and Field Reporting Systems, and all other software/hardware components, New World or otherwise, integrated with the New World software solution (collectively, the "New World System"), to the extent that those components are physically located at the Full Service Dispatch Center. In addition, Glenview agrees to schedule, perform, and complete, in coordination with Kenilworth any and all upgrades to the New World System servers.
2. Kenilworth shall be responsible for the procurement of all third-party

software, including updates, upgrades, and service/maintenance packs, and hardware prerequisites required for New World System upgrades to be implemented properly on all Kenilworth hardware, including the mobile clients.

3. The parties mutually agree that either party may elect to add New World System components, or third-party components, to the New World System. Such new components added by either party shall be at the sole cost (including, but not limited to, implementation costs, software license/maintenance costs, and any necessary software or hardware components to the servers that house the New World System) of that same party. The parties may mutually agree, in writing, to share the cost of such new components. If at a later date the non-implementing party wishes to utilize a component paid by the implementing party, then the non-implementing party will agree to reimburse the implementing party for a portion of the implementing costs as agreed to by the respective parties. Any individual mobile unit/terminal software license or maintenance costs shall be the responsibility of the party where the unit is located.

Section 3. Determination and Payment of Costs by Kenilworth.

A. Quarterly Fee for Dispatch Services. Kenilworth agrees to pay to Glenview a fee for Dispatch Services in the amounts set forth in the attached **Exhibit A ("Quarterly Fee")**, attached hereto and incorporated by reference herein. The parties acknowledge and agree that the Quarterly Fee includes ongoing expenses to upgrade, improve and enhance the Dispatch Services and the equipment and facilities relating thereto. The Quarterly Fee shall be paid to Glenview each quarter, beginning on the Effective Date. The provisions of the Local Government Prompt Payment Act will apply to all payments due under this Agreement.

B. Additional Expenses. To the extent that this Agreement provides for Kenilworth to bear other expenses relating to the Dispatch Services, such other expenses mutually agreed upon shall be due and payable thirty (30) days after Glenview delivers an invoice for such expenses to Kenilworth, as the case may be.

C. Credits Upon Termination. To the extent that this Agreement terminates other than upon its expiration, under section 8.a (excepting termination due to a default of Kenilworth) any Quarterly Fee covering a period after the termination date shall be refunded to Kenilworth, on a pro rata basis within 60 days.

D. Capital Charges. Except as otherwise expressly provided in this Subsection 3.C, Kenilworth shall not be responsible for any future capital expense by Glenview or any other entity related to the provision of the Dispatch Services to Kenilworth.

E. New Recipients of Dispatch Services. Glenview may enter into agreements with other municipalities or fire protection districts to provide services similar to the Dispatch Services. Glenview agrees to consult with Kenilworth prior to executing any agreement for such services. Under any and all circumstances, Glenview represents and warrants that the standards of performance for the Dispatch Services provided to Kenilworth shall not diminish in any manner following any extension of similar services by Glenview to other municipalities or fire protection districts.

F. Participation of Additional Agencies. The parties agree and acknowledge that the business model underlying the Agreement is based upon the involvement of the Additional Agencies. In the event that any of the Additional Agencies: (i) does not enter into an agreement with Glenview for dispatch services; or (ii) terminates any such agreement, then, and in such event, the Parties hereto agree to enter into good-faith negotiations concerning pricing and operations hereunder.

Section 4. Insurance: Indemnification.

A. Coverage Provided. Glenview agrees to provide the following insurance coverages for the Dispatch Services:

1. Commercial General Liability;
2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;
3. First Party Property;
4. Workers' Compensation; and
5. Employers' Liability for employees of Glenview who perform the Dispatch Services under this Agreement.

Such coverages shall be in amounts no less than what Glenview maintains for itself in its normal course of business.

B. Indemnification.

1. To the fullest extent permitted by law, Glenview does hereby agree to defend, indemnify and hold Kenilworth, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of Glenview, its officials, employees or agents, in the performance of or with relation to any of the work or services to be performed or furnished by Glenview under this Agreement, except to the extent caused by the negligence or willful misconduct of Kenilworth.
2. To the fullest extent permitted by law, Kenilworth does hereby agree to defend, indemnify and hold Glenview, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, which may arise out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of Kenilworth, its officials, employees or agents, in the performance of or with relation to the provision of police and fire services or the work or services to be performed or furnished by Kenilworth under this Agreement, except to the extent caused by the negligence or willful misconduct of Glenview.

3. Nothing herein shall be deemed to diminish or waive any immunities or defenses available to the Parties under any applicable statute or rule of law.

C. Proof of Coverage by Glenview. Glenview agrees to furnish to Kenilworth certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Kenilworth within thirty (30) days after the effective date of this Agreement, and shall name Kenilworth as an additional insured on all certificates memorializing the coverages set forth in Section 4.A.

D. Termination of Coverage. If Glenview's coverage as provided by its insurer is terminated for any reason:

1. Glenview shall promptly notify Kenilworth of receipt of any such notice; and
2. Glenview agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.

E. Coverage by Kenilworth. Kenilworth agrees to maintain commercial general liability coverage, workers' compensation and employer's liability coverage for its operations. Upon request, Kenilworth will provide proof of this insurance to Glenview. Any insurance required to be carried by Kenilworth hereunder shall be primary and not excess to any other coverage carried by Glenview in connection with any act or omission on the part of Kenilworth in the performance of the obligations of Kenilworth under this Agreement, or any obligation related to the provision of police and/or public works services by Kenilworth.

Section 5. Promotion of Interaction and Communication.

The parties agree that they desire to enhance and promote communication and cooperation between Glenview and Kenilworth. In addition to those matters otherwise addressed in this Agreement, the Parties also wish to establish the following:

A. Access to Information about Service Delivery. Kenilworth shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Kenilworth (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Glenview.

B. Complaint Procedure. Glenview shall maintain a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. Glenview agrees to inform Kenilworth when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, complainant's contact information, and a description of the complaint. In addition, Glenview agrees to inform Kenilworth of the actions taken by Glenview to resolve the complaint.

C. Regular Meetings. The parties further agree that their representatives shall meet on a regular basis, at mutually agreeable times and locations, to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. Records.

Glenview shall a file and record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section, and as necessary to respond to requests pursuant to the Illinois Freedom of Information Act or to subpoenas issued by a court of competent jurisdiction.

Section 7. Dispute Resolution.

A. Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30 (thirty) day period (or such longer period to which the Parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Glenview and Kenilworth shall continue to fulfill the terms of this Agreement to the fullest extent possible. Glenview shall continue to provide Dispatch Services to Kenilworth as provided by this Agreement. Kenilworth shall continue to make all payments to Glenview for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.

C. Remedies. Provided that the Parties have met their obligations under Section 7.A., the Parties shall be entitled to pursue such remedies as may be available in law and equity, including without limitation an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois. The requirements of Section 7.A. shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 8. Term: Termination.

A. Term. The term of this Agreement shall be for ten (10) years commencing on January 1, 2024 and terminating on December 31, 2033. The parties may agree to renew or extend such term upon such terms and conditions as are mutually agreeable.

B. Termination. This Agreement may be terminated pursuant to one of the following procedures:

1. By written amendment to this Agreement duly authorized by the appropriate legislative action of both of the parties; or

2. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non- defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement; or
3. In the event Glenview merges its dispatch services with any other dispatch center, Glenview shall notify Kenilworth not less than two hundred seventy (270) days prior to the date of such merger, and at that time, Kenilworth may terminate the Agreement.

Section 9. Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of Dispatch Services over the past decade and are likely to occur in the future. In the event unfunded mandates arise which impose dispatch service obligations on Glenview over and above current obligations, then the Parties agree to negotiate a sharing of the costs incurred to comply with said mandates.

Section 10. General Provisions.

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by email. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to Glenview shall be addressed to, and delivered at, the following address:

Village of Glenview
2500 E Lake Avenue
Glenview, Illinois 60026
Attention: Village Manager
Email: mformica@glenview.il.us

with a copy to:

Julie Tappendorf
Ancel Glink, P.C.
140 South Dearborn Street, 6th Floor
Chicago, Illinois 60643
Email: jtappendorf@ancelglink.com

Notices and communications to Kenilworth shall be addressed to, and delivered at, the following address:

Village of Kenilworth
419 Richmond Rd
Kenilworth, Illinois 60043
Attention: Village Manager
Email: pbrennan@vok.org

with a copy to:

Ancel Glink, P.C.
140 South Dearborn St. 6th Floor
Chicago, IL 60603
Attention: Kenilworth Counsel
E-mail: gjones@ancelglink.com

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.
- E. Ownership and Capital Costs. Glenview will own the entire dispatch system.
- F. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- G. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- H. Severability. It is hereby expressed to be the intent of the Parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining

provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

K. Exhibit. Exhibit A attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

L. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

M. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

N. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

O. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against Glenview and Kenilworth.

P. Status of Employees. The Glenview employees providing the Dispatch Services under this Agreement shall remain employees of Glenview and nothing herein shall be deemed to create any employer-employee relationship between Kenilworth and such employees.

Q. Counterparts. This Agreement may be executed in counterparts, each of which being an original, and all of which together constituting one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, Glenview and Kenilworth, respectively, have caused this Agreement to be executed by their respective Village President and attested by their respective Village Clerk as of the date set forth below.

VILLAGE OF GLENVIEW

VILLAGE OF KENILWORTH

By _____
Village President

By _____
Village President

Attest _____
Village Clerk

Attest _____
Village Clerk

Date: _____

Date: _____

EXHIBIT A

Payment Schedule

		Quarter 1 (Jan-Feb-Mar)	Quarter 2 (Apr-May-June)	Quarter 3 (July-Aug-Sept)	Quarter 4 (Oct-Nov-Dec)	Annual Total
Invoiced on:		1-Jan	1-Apr	1-Jul	1-Oct	
Due by:		<u>15-Feb</u>	<u>15-May</u>	<u>15-Aug</u>	<u>15-Nov</u>	
Year 1	2024	\$ 54,370	\$ 54,370	\$ 54,370	\$ 54,370	\$ 217,478
Year 2	2025	\$ 56,544	\$ 56,544	\$ 56,544	\$ 56,544	\$ 226,177
Year 3	2026	\$ 58,806	\$ 58,806	\$ 58,806	\$ 58,806	\$ 235,224
Year 4	2027	\$ 61,158	\$ 61,158	\$ 61,158	\$ 61,158	\$ 244,633
Year 5	2028	\$ 63,452	\$ 63,452	\$ 63,452	\$ 63,452	\$ 253,806
Year 6	2029	\$ 65,831	\$ 65,831	\$ 65,831	\$ 65,831	\$ 263,324
Year 7	2030	\$ 68,300	\$ 68,300	\$ 68,300	\$ 68,300	\$ 273,199
Year 8	2031	\$ 70,861	\$ 70,861	\$ 70,861	\$ 70,861	\$ 283,444
Year 9	2032	\$ 73,518	\$ 73,518	\$ 73,518	\$ 73,518	\$ 294,073
Year 10	2033	\$ 76,275	\$ 76,275	\$ 76,275	\$ 76,275	\$ 305,101
						\$ 2,596,459



Request for Board Action

Agenda Item: 05

Considered By:
Village Board

Date:
12/11/23

Staff Contact: Donald Leicht, Public Works

Subject: Adoption of a Resolution Authorizing Execution of a Contract with Cargill Inc. of Minneapolis, MN for the Purchase of Road Salt in the Estimated Amount of \$29,600

Summary: Annually, the Village solicits pricing for road salt in an effort to obtain the most favorable pricing. This year, through the State of Illinois joint bidding pricing, Cargill Inc. was found to be the low bidder. Staff recommends entering into a contract with Cargill at the rate of \$82.02 per ton.

Background of Matter: Each year, the Village must enter into a contract with a vendor for the purchase of bulk road salt. In the past, the Village obtained competitive pricing through the Lake County Department of Transportation joint bid. However, this year the Village did not participate in the County's bid, as it was \$1.46/ton higher than the State's bid. Through the State bid, Cargill was found to be the low bidder at a rate of \$82.02 per ton.

The State abides by a formal bidding process that is substantially equivalent to the requirements in the Village's Purchasing Manual. Staff recommends accepting the bids solicited by the State of Illinois, therefore, authorizing the execution of a contract with Cargill Inc. for the purchase and delivery of bulk road salt. The Village requested pricing for 300 tons but has the option of ordering 80% of that total if the salt need is less than average or 120% if the need exceeds our average. As such, staff is requesting to authorize the execution of a contract with Cargill Inc. in an amount not to exceed \$29,600, which is 120% of the bid (average need) amount.

Policy: A formal bid process and Village Board approval is required for all contracts in excess of \$20,000. The bid process performed by the State of Illinois met the requirements set forth in the Village's Purchasing Manual.

Financial Impact: The Village has adequate funding in the 2024 budget for awarding the contract up to the recommended amount.

Recommendation: Staff recommends that the Village Board accept the bids solicited by the State of Illinois, and award the contract for bulk salt purchase and delivery to Cargill Inc. in the estimated amount of \$29,600.

Attachment:

- Resolution authorizing execution of a contract with Cargill Inc.

**VILLAGE OF KENILWORTH
RESOLUTION NO. 2023-XX**

**Resolution Authorizing a Contract with Cargill Inc. of Minneapolis, MN for the
Purchase of Road Salt in the Estimated Amount of \$29,600**

WHEREAS, the Village of Kenilworth ("Village") is a non-home rule municipality located in Cook County, Illinois; and

WHEREAS, the State of Illinois solicited sealed bids for Bulk Road Salt Purchase and Delivery on behalf of several municipalities, including the Village of Kenilworth; and

WHEREAS, the sealed bid process conducted by Illinois substantially meets the requirements of the Village of Kenilworth Purchasing Manual; and

WHEREAS, Cargill Inc. of Minneapolis, Minnesota submitted the lowest bid for road salt; and,

WHEREAS, the Village fiscal year 2024 budget includes adequate funding for snow removal supplies; and,

WHEREAS, the Cargill Inc. bid for road salt was found to be lower than that offered by the Lake County Department of Transportation bidding process; and

WHEREAS, The Village and Cargill Inc. desire to enter into a contract (Exhibit A) for the purchase and delivery of bulk road salt for the 2023-2024 winter season; and,

WHEREAS, the Board of Trustees finds that it is in the best interest of the Village and its residents to award the contract for bulk road salt purchase and delivery to Cargill Inc. of Minneapolis, Minnesota; and,

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated in and made a part of this Resolution by this reference.

Section 2. Acceptance of Sealed Bids. The sealed bid process conducted by the State of Illinois was in substantial compliance with the Village Purchasing Manual.

Section 3. Award of Contract. The contract for the purchase and delivery of bulk road salt for the 2023-2024 winter season is hereby awarded to Cargill Inc. of Minneapolis, Minnesota in a form substantially similar to that provided in Exhibit A.

Section 4. Execution of Contract. The Village Manager is hereby authorized and directed to execute, on behalf of the Village, a contract with Cargill Inc. for the purchase and delivery of bulk road salt for the 2023-2024 winter season. If an executed copy of the agreement is not signed by both parties within 60 days after the effective date of this Resolution, then the Village has the right but not the obligation to cancel the contract.

Approved this ____ day of December, 2023.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Village President

Attest:

Village Clerk

Exhibit A



Request for Board Action

Agenda Item: 06

Considered By:
Village Board

Date:
12/11/23

Staff Contact: Jordan Schmidt, Administration

Subject: Adoption of a Resolution Authorizing the Execution of a Professional Services Agreement with SAFEbuilt of Loveland, Colorado in the Estimated Amount of \$56,750 in Fiscal Year 2024

Summary: The Village receives plan review and building inspection services through SAFEbuilt Illinois, LLC, a subsidiary of SAFEbuilt, LLC of Loveland, Colorado. The current agreement will expire on December 31, 2023. SAFEbuilt has proposed a new agreement, which the Village Manager has reviewed and recommends for Village Board approval.

Background of Matter:

The Village has utilized SAFEbuilt for plan review and inspection services since 2013. The Village most recently adopted an amendment to the agreement in March 2021, authorizing a rate increase and extension of the contract, with the option for two additional 12-month renewals. The last of the subsequent renewals is now set to expire on December 31, 2023.

In the past, the Village has participated in a joint Request for Proposals with several other communities for plan review and building inspection services. With the current agreement set to expire on December 31, 2023, the contracting Villages have been negotiating a renewal with SAFEbuilt. During the previous formal bidding process in 2018, the request received limited interest, with SAFEbuilt being the lowest bidder by a significant margin. Glenview verified similar market conditions remained, and recommended moving forward without a formal bid process.

Glenview, as the largest user has negotiated an acceptable agreement to retain SAFEbuilt. The Village Manager has reviewed the agreement, met with SAFEbuilt representatives, and recommends authorizing approval of the agreement.

SAFEbuilt has continued to meet the needs of the Village and has been flexible as the Village has worked through changes in the permitting process. In addition, they have accommodated the Village's needs by working with local demand and not requiring a minimum service amount. The Village pays SAFEbuilt solely for work performed on an hourly basis. SAFEbuilt proposed an hourly rate of \$86.77 for plan review services and \$85.52 for inspection services, which is a 4.99% increase from the prior year.

	Plan Review	Inspection
2022 Hourly Rates	\$82.55	\$81.45
2023 Hourly Rates - Proposed	\$86.67	\$85.52
Difference	\$4.12 (4.99%)	\$4.07 (4.99%)

Policy: Village Board approval is required to engage in agreements in excess of \$20,000.

Financial Impact: The FY24 budget anticipates \$56,750 in expenses related to contractual plan review and inspection services.

Recommendation: The Village Manager recommends that the Village Board adopt the resolution as presented, which authorizes a three-year agreement with SAFEbuilt in the estimated 2024 expense of \$56,750.

Attachments:

- Resolution authorizing execution of a professional services agreement for plan review and building inspection services
- Professional Services Agreement

**VILLAGE OF KENILWORTH
RESOLUTION NO. 2023-__**

**A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT WITH SAFEbuilt Illinois, LLC FOR INSPECTION AND PLAN REVIEW
SERVICES**

WHEREAS, the Village of Kenilworth ("Village") is a non-home rule municipality located in Cook County, Illinois; and

WHEREAS, the Village of Glenview solicited proposals for inspection and plan review services and evaluated same on behalf of several villages, including the Village; and

WHEREAS, the Village of Glenview evaluated the proposals and determined that SAFEbuilt Illinois, LLC, a subsidiary of SAFEbuilt LLC of Loveland, Colorado ("SAFEbuilt") submitted the most cost effective service and appeared to be the most capable provider; and

WHEREAS, the Village Manager reviewed the evaluation process and concurred with recommending SAFEbuilt as the preferred provider; and

WHEREAS, The Village and SAFEbuilt desire to enter into a professional services agreement for Inspection and Plan Review Services (**Exhibit A**); and,

WHEREAS, the Board of Trustees finds that it is in the best interest of the Village and its residents to enter into a 3-year agreement for the period of January 1, 2023, to December 31, 2025, for Inspection and Plan Review Services with SAFEbuilt with an estimated amount of \$56,750 in Fiscal Year 2024; and,

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated in and made a part of this Resolution by this reference.

Section 2. Approval of Agreement. The Agreement with SAFEbuilt Illinois, LLC shall be, and is hereby, approved in substantially the form attached to this Resolution as Exhibit A.

Section 3. Execution of Agreement. The Village Manager is hereby authorized and directed to execute, on behalf of the Village, the Agreement with SAFEbuilt Illinois, LLC. If an executed copy of the agreement is not signed by both parties within 60 days after the effective date of this Resolution, then the Village has the right but not the obligation to cancel the agreement without further obligation.

[Signature page follows]

Passed this _____ day of December, 2023.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Village President

Attest:

Village Clerk

Exhibit A
Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN VILLAGE OF KENILWORTH, ILLINOIS
AND SAFEbuilt ILLINOIS, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Village of Kenilworth, Illinois, (“Municipality”) and SAFEbuilt Illinois, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – SAFEbuilt Statement of Qualifications dated May 04, 2023, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

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

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of Exhibit B.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – SAFEbuilt Statement of Qualifications dated May 04, 2023.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be thirty-six (36) months. Agreement allows for two (2) subsequent twelve (12) month terms upon written amendment signed by both Parties.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology

equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR

SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been

compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT’S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement (“Service Providers”), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant’s trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee’s annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality: Patrick Brennan, Village Manager Village of Kenilworth 419 Richmond Road Kenilworth, IL 60043 Email: pbrennan@vok.org	If to Consultant: Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com
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24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Illinois, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.


32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.



Gary Amato, CAO
SAFEbuilt Illinois, LLC

October 26, 2023

Date

Signature
Village of Kenilworth, Illinois

Date

Name and Title
Village of Kenilworth, Illinois

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EXHIBIT A – SAFEBUILT STATEMENT OF QUALIFICATIONS DATED MAY 04, 2023

1. FEE SCHEDULE

- ✓ Beginning January 01, 2025 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.

Insert next page

Statement of Qualifications

Prepared for the Village of Kenilworth, IL

EXHIBIT A



Alan Greene

Account Manager
224-250-4010
agreene@SAFEbuilt.com

Keith Rooney

Operations Manager
224-477-6954
krooney@SAFEbuilt.com

SAFEbuilt, LLC.

444 N. Cleveland Drive | Loveland, CO 80537 | www.SAFEbuilt.com



May 4, 2023

Mr. Patrick Brennan, Village Manager
Village of Kenilworth
419 Richmond Road
Kenilworth, IL 60043

Dear Patrick:

SAFEbuilt, LLC (SAFEbuilt), is pleased to present this proposal to the Village of Glenview for inspectional services. Accurate and timely building department support services are critical to helping support municipal development. Since our founding in 1992, SAFEbuilt has delivered efficient, effective, and reliable building department solutions to communities throughout the United States.

What makes SAFEbuilt unique from many other third-party community development solutions providers is our organizational commitment to ensure your goals and expectations are met. We accomplish this through ongoing communication between you, your Account Manager, and your Regional Operations Manager. They will establish and maintain frequent check-ins to confirm that the service level agreements are realized and discuss any challenges. SAFEbuilt believes these check-ins are critical to the early identification of performance risks and contribute to the contract's success. These meetings will provide both parties the opportunity to manage the resources tactfully, as well as develop the best Contractor-Client relationship. Further, we can also estimate and evaluate possible outcomes during this process and make the necessary changes.

SAFEbuilt wants to continue to be your community development partner. We have the experience and capacity to customize services to meet your current and future needs. We ensure your program will be implemented seamlessly, delivering the solutions your community needs in a manner that elected officials, municipal staff, stakeholders, and citizens desire and deserve.

We enthusiastically present this response for your review and thank you in advance for your careful evaluation. I am the main point of contact for any questions or clarifications and can be reached at 224-250-4010 or at agreene@safebuilt.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alan Greene", is written in a cursive style.

Alan Greene, Sr. Account Manager
SAFEbuilt, LLC.

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Background

Our Philosophy

SAFEbuilt knows that every public agency has a unique culture and specific requirements or preferences for their building department services. We pride ourselves on providing customized solutions for each client. The quality and training of our staff, our robust business systems, and our core commitment to our clients ensure that you receive the highest levels of service and responsiveness in the industry.

Our Purpose

SAFEbuilt was founded in 1992 for the sole purpose of providing building department services to local government. We only work with public agencies to avoid any potential for conflict of interest. Today we are one of the leading providers of building department services in the country.

The primary focus of any building department is to ensure life safety for the residents and businesses within a community. That effort requires uniquely skilled individuals with technical knowledge and a desire for the continuous training needed to keep up with the ever-changing construction industry. We have outstanding employees, provide exceptional service to our clients, and participate in the communities we serve.

SAFEbuilt's success is built on two important factors – our organizational processes and our employees. With over 30 years of focus on the provision of building department services, we have refined our systems to be an efficient and effective solution. We achieve our inspection and plan review goals with less overhead than most other building departments. Additionally, we are constantly looking for ways that we can improve.

Our employees are also the best in the industry and a key reason for our success. In addition to the necessary technical skills, our hiring and training processes ensure that our team members have the skills needed to work well with other municipal departments, outside agencies, and applicants to make the process as efficient and customer-friendly as possible. It has taken years to develop and refine our hiring practices to staff jurisdictions with individuals who possess a unique balance of technical experience and customer service skills. The result speaks for itself, with client satisfaction ratings that consistently exceed 95% based on SAFEbuilt's bi-annual client surveys.

We carry the full complement of business insurance, including property, liability, auto, and workman's compensation, with our client partners named as additional insured. SAFEbuilt's staff consists of full-time team members with direct construction trade experience and all necessary state licenses and International Code Council (ICC) certifications.

Qualifications & Staffing

In 1992, SAFEbuilt began providing exceptional Community Development services to local governments. Today, we are a national leader performing value-added professional, technical, and consulting services in 30 states and the District of Columbia for the efficient delivery of third-party solutions.

While we started by simply providing construction inspections and plan review for several communities in Northern Colorado, our areas of service have expanded over the years to include:



Full Service and Supplemental Building Department Operations



Residential, Commercial, and Industrial Plan Review



Building, Mechanical, Electrical, and Plumbing Inspection



Fire Plan and Life Safety Review and Inspection



Code Enforcement



Permit Technician



Certified Building Official



Community Development Automation Software



Expedited Plan Review, Inspections, and Engineering for Special Projects



Housing Authority Inspections



Planning and Zoning Services



Disaster Recovery

Over the decades, our capacity has grown to nearly 1,300+ full-time employees, providing flexibility and economy of scale to nearly 1,000+ communities like yours.

Qualifications of Our Team

SAFEbuilt has a rigorous hiring process to find experienced and technically capable people who also fit the company's core values:

- **Integrity.** We choose to do the right thing every time.
- **Improvement.** We strive to continuously improve and understand how we can do better tomorrow.

- **Respect.** We are respectful in the way we interact with everyone.
- **Teamwork.** We have an environment where everyone can contribute ideas. We encourage and reward creativity and initiative.

We always provide unequalled service levels to our customers, both external and internal. SAFEbuilt team members have direct construction trade experience and carry the necessary state licenses and International Code Council (ICC) certifications. In addition to trade experience and ICC certification, our team will have a diversified background in providing municipal building department services. We support our staff with paid ongoing training, and we encourage and financially reward our team for obtaining additional ICC certifications. Superior customer service and communication skills are common traits shared by our building officials, plans examiners, inspectors, and permit technicians. In short, we hire, train, and retain the most qualified individuals in the industry.

Employee Recruiting and Retention


SAFEbuilt can attract and retain the best people due to the corporate culture we have established. We are proud to support our team members with the following: a comprehensive benefits package that includes Medical, Dental, Vision, Life, and Disability insurance coverage, an industry-competitive wage, profit sharing, paid time off, a flexible work environment, company paid training, and recognition for outstanding achievements. We also provide all the tools and resources necessary for our team to provide building department services safely, effectively, and efficiently.

Electronic Plan Review

Simple. Efficient. Reliable

Plan Reviews Simplified





We provide the software, processes, and procedures for you to switch from paper to electronic plan review. The result is a more streamlined, efficient, and transparent process – offering you and project owners with real-time visibility into the plans review process.

<ul style="list-style-type: none">➔ National network of ICC/State Certified Plan Reviewers➔ Cross-Disciplined & Specialty Trades➔ Concurrent Reviews➔ Online Submission and Real-time Status Checks➔ Reduced Paper, Storage, and Courier Costs	 <div data-bbox="933 556 1437 703" style="background-color: #f0f0f0; padding: 10px;"><p>Your Benefits</p><ul style="list-style-type: none">✓ Increased Customer Service✓ Reduced Costs✓ Stabilized Budaets</div>
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Our Services

- Commercial & Residential
- Education Facilities
- Electronic Plan Review
- Fire
- Mechanical, Electrical, & Plumbing (MEP)
- Post-Disaster
- Site/Civil
- Seismic
- Structural

Why Choose SAFEbuilt?

 <p>Simple Implementation We guide you through the transition process; providing the software, processes, and resources needed.</p>	 <p>National Network of Staff Access to a national network of SAFEbuilt certified staff ensures you have the team needed for any job.</p>
 <p>Increase Transparency Real-time access to dashboards on plan submittals, permit activity, staff assignments, and allocations.</p>	 <p>Faster Turnaround Access to a national network allows for quicker plan reviews with concurrent reviews by multi-disciplined staff.</p>

Building Inspections

Complete. Compliant. Thorough.

Transforming Inspections

We go beyond a checklist of building compliance and approved plans; we provide our clients with a team of certified expert inspectors, automated routing technology, and a proven, methodical inspections playbook that guides our inspectors, builders, and owners through the process.


- ICC/State Certified Inspectors
- Licensed Engineers
- Cross-Disciplined & Specialty Trades
- Same Day, Next Day, After-Hours, & Weekends
- Re-Inspections and disaster inspections

Your Benefits


- ✓ Strengthened Development
- ✓ Reduced Costs
- ✓ Stabilized Budgets

- Accessibility
- Construction Engineering
- Commercial & Residential
- Fire
- HUD
- Mechanical, Electrical, & Plumbing (MEP)
- New Construction
- Post-Disaster
- Roof
- Structural
- Site/Civil


Why Choose SAFEbuilt?




Inspections Guarantee
We guarantee inspections that are thorough and compliant with local codes and approved project plans.



Staffing Resources
Inspections staff tailored to your development needs including cross-trained and specialty inspectors.



Ensure Building Safety
Building safe and compliant structures is a top priority. We utilize proprietary Quality Assurance tools and checklists, as well as stay on top of industry trends.




Responsive Customer Service
Our inspectors are responsive to your community development needs. From real-time client scheduling and notifications to monthly performance metrics.

Building Plan Review

Comprehensive. Accurate. Guaranteed.

Better Reviews

We combine quality reviews with quality service to improve the plan review process. SAFEbuilt provides you with a personalized approach to building services with transparent communication, education, expectations, and plans consultation to streamline your approval process.

<ul style="list-style-type: none">→ ICC/State Certified Plan Reviewers→ Licensed Engineers→ Cross-Disciplined & Specialty Trades→ Access to a National Network of Plan Reviewers→ 5-Day Residential and 10-Day Commercial, Plus Same-Day and Expedited Turnarounds		<p>Your Benefits</p> <ul style="list-style-type: none">✓ Stabilized Budgets✓ Reduced Costs✓ Streamlined Processes✓ Strengthened Building Standards
--	--	--

- Commercial & Residential
- Educational Facilities
- Electronic Plan Review
- Fire
- Mechanical, Electrical, & Plumbing (MEP)
- Post-Disaster
- Site/Civil
- Seismic
- Structural

Our Services

Why Choose SAFEbuilt?

 <p>Guaranteed Turnarounds Get guaranteed plan review turnarounds that are coordinated with your permit application process.</p>	 <p>Flexibility of Resources Contracts designed for your needs – full-time, supplemental, and on-call staff – ensure you have the resources needed.</p>
 <p>Eliminate Backlogs We implement process improvements to shorten turnarounds, coupled with right-sized staffing to keep up with the workload.</p>	 <p>Improved Customer Service Clear, responsive communication combined with building software tools so you and your clients know the status of projects at all times.</p>

Building Department Management

Streamlined. Effective. Transparent.

Full-Service Solution

Our Building Department Management Team are subject matter experts, building officials, plan reviewers, inspectors, business managers, problem solvers, and customer relationship managers. We understand building department operations and develop operational and staffing solutions that best fit your community.

Our Services



- ICC/State Certified Building Staff
- Licensed Engineers
- Cross-Disciplined & Specialty Trades
- Service-Level Guarantees

Your Benefits

- ✓ Stabilized Operations
- ✓ Improved Processes
- ✓ Reduced Costs

- Building Officials
- Electronic Plan Review
- Inspection Services
- Plan Review
- Permit Technicians

Why Choose SAFEbuilt?




Streamlined Processes
We conduct a thorough audit of all department operations to align people with processes to streamline operations.



Transparent Communication
Online Building Services software provides real-time project updates for both plan review and inspections.



Performance Goals
We identify and set realistic goals and metrics to ensure continued operational baselines and improvements.



Credentialed Staffing
Offering certified and experienced building officials, inspectors, permit technicians, plan reviewers.

Timelines & Turnarounds

We recognize the importance of staying on schedule and keeping up with the volume of permits. SAFEbuilt is ready to help you quickly turn around inspections and plan reviews and remain current with permits.

Turnarond Timeframes for Plan Review

Type of Project	Initial Review	Recheck
Single Family Dwelling	5 business days or less	5 business days or less
Tenant Improvements	10 business days or less	5 business days or less
Apartments	20 business days or less	5 business days or less
Commercial/Industrial	20 business days or less	5 business days or less
Fire Code Review	10 business days or less	5 business days or less
Large Commercial >\$15M	20 business days or less	5 business days or less

*Expedited review available at mutually agreed upon turnaround

Turnaround Timeframes for Inspections

We sit down with our clients to establish a customized inspection notification process. SAFEbuilt offers next-day inspections for any request received by 4:00 P.M. on the previous business day. We offer weekend and after-hours inspections on a scheduled basis and emergency inspections for an additional fee.

SAFEbuilt uses a routing program that utilizes computer mapping and GPS to route inspections efficiently. Homeowners who pull a permit may call to schedule an appointment window of two hours to minimize the time they need to be home.



Service Costs

Jurisdictions already know that building department services are “on-demand” and subject to tremendous seasonal and economic swings. SAFEbuilt’s program staff supports ongoing activity levels and supplements the workforce with the necessary technical and administrative resources as activity increases.

SAFEbuilt’s fees are all-inclusive with no separate billing for wages/benefits, mileage, vehicle expense, materials, travel times, and disbursements, such as copying, telephone rates, and courier services.

Fee Schedules

Building Inspection Services Fee

	\$85.52 Per Hour
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Plan Review Services Fee

	\$86.67 Per Hour
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Expedited Plan Review Services Fee

	\$128.85 Per Hour
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Structural Engineering Services Fee

	\$128.85 Per Hour
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Civil Engineering Services Fee

	\$139.24 Per Hour
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After Hours Inspection Services Fee

	\$117.14 Per Hour
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Right of Way Permitting Services Fee

	\$78.00 Per Hour
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Investigative Services

	\$87.76 Per Hour
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Non-Permitted Activity

	\$87.76 Per Hour
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Planning Services Fees	
Principal Planner	\$180.00 Per Hour
Planning Manager	\$165.00 Per Hour
Senior Planner	\$150.00 Per Hour
Associate Planner	\$125.00 Per Hour
Assistant Planner	\$90.00 Per Hour
Planning Technician	\$75.00 Per Hour

Value-Added Services

CommunityCore Solutions

CommunityCore is SAFEbuilt's proprietary online community development software tool for managing permitting, plan reviews and approvals, and code enforcement and inspection activities. CommunityCore integrates with other government software systems. It is designed to streamline and automate many building department processes, helping to ensure compliance, manage workflows, generate activity reporting, and provide transparency to all stakeholders.

CommunityCore is divided into three interface modules, depending on the user.

CommunityCore for Building Departments



CommunityCore
Meritage Systems

The main module of CommunityCore is used by the Building Department and the municipality to perform and track permit and inspection tasks easily. Users of CommunityCore can:

- Manage permit applications and permits throughout their lifecycle.
- Assess fees and collect payment.
- Manage contractor and business licenses.
- Create and track projects.
- Manage how the system works for you by customizing workflows, defining customer permit fields, and managing users.
- Generate reports.

From the dashboard, users can search for a permit, create a new application or quickly navigate to a new application, estimate fees, and schedule or reschedule an inspection. With CommunityCore for Code Enforcement enabled, users can quickly log a complaint from the dashboard view.

CommunityCore for Contractors and the Community



CommunityConnect
Meritage Systems

CommunityConnect is the "public-facing" portal designed to engage contractors and community members online to save time while reducing call volume as well as walk-in traffic. It allows contractors and community members to manage their own permitting and inspection requests, tracking, and fee payments. Users can add documents required for permit applications, contractors can renew licenses online, and community members can even log complaints about code violations. Users of CommunityConnect can:

- Apply for permits.
- Track existing permits.
- Upload plans.
- Access permit documents, including permit certificates and plan reviews.
- View inspection results.
- Pay fees.

Citizens and contractors can see links and information about permits, scheduling, and fee payment options using the dashboard view. They can also add any documents required for permit applications, contractors can renew licenses online, and community members can even log complaints about code violations.

CommunityConnect saves time, reduces call volume, and decreases walk-in traffic.

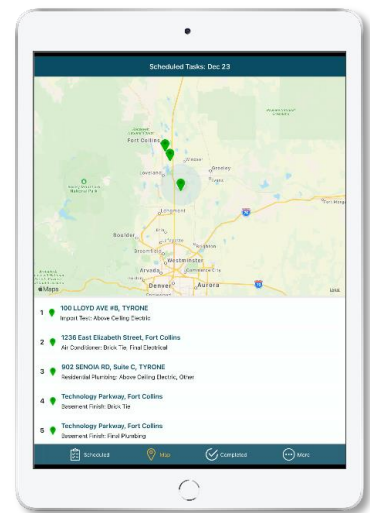
CommunityCore for Inspectors



InspectorConnect allows your inspectors to manage their inspections from their mobile devices with or without an internet connection. Inspectors and Code Compliance Officers can use InspectorConnect to:

- Easily view their assigned work.
- Organize stops for improved efficiency.
- Automatically send inspection results to the contractor or permit applicant.
- Access key documents, such as plans and certificates.
- Schedule, reschedule, or assign inspections in the field.
- Look up permit information from the field.

InspectorConnect allows users to add notes and photos to an inspection or generate code compliance case documents.



InspectorConnect organizes stops in a way that makes sense and automatically sends inspection results to applicants

Why CommunityCore?

Created by people who have worked in building departments like yours, CommunityCore Solutions are simple yet flexible enough to handle the work you and your team do every day. When questions or issues do arise, our Customer Support team is second to none. We offer a genuinely unique combination—large company strength and stability together with small company personalized and responsive support.

SAFEbuilt always welcomes the opportunity to present a demo during the proposal process or at contract award. We will include a full assessment and complete implementation and project management services—as well as estimates for migrating data from your existing system or spreadsheets. As part of our implementation strategy, one of our CommunityCore Experts will thoroughly discuss the data migration details and scope with you. This process is simple—taking advantage of out-of-the-box functionality whenever possible

Permitting

From simplifying permit applications to easily managing all of the activity through completion, our permitting tools will save you and your community time and aggravation.

Building Inspections

Inspections don't happen in the office so why should you have to manage them there? Take the tools you need on the road with you and get the work done, whether you have internet access or not.

Community Portal

Keep your community engaged, happy, and out of your office with quick online access to everything they need to apply for and track permits, upload plans, pay fees, and much more.

Code Compliance

Complete code violation inspections anywhere through the mobile app and easily see all activity on any specific property.

Contractor and Business Licensing

Make your licensing easier on everyone with better ways to manage every aspect of the process, including the requirements of each license type and simple online renewal.

Plan Review

Easily upload plan reviews, keeping your permitting on track and your processes humming.



"Everything we set out to accomplish, we have. I'm confident SAFEbuilt will continue to bring forward-thinking solutions to the table as our relationship grows."

— Jay Hedges, Village Manager, Village of Hampshire, IL, regarding the implementation of CommunityCore Solutions

Community Involvement

SAFEbuilt is more than just a building department services provider; we provide a higher level of professionalism, expertise, and service. In an ongoing effort to deliver outstanding services, resources, and opportunities. As a contributing member to the communities we serve, we believe giving back is a meaningful way to demonstrate that we care about our clients and citizens. SAFEbuilt has developed several programs designed to support clients with educational programs, outreach, and charitable giving. The following are just a few examples of what SAFEbuilt can do for your community.

Youth Achievement Scholarship (YAS) – \$1,000

YAS honors and recognizes a graduating senior who has demonstrated leadership through volunteer work and/or other actions that have significantly impacted their community. The successful candidate exhibits SAFEbuilt's core values of SERVICE, INTEGRITY, TEAMWORK, IMPROVEMENT, and RESPECT. Recipients receive a \$1,000 scholarship, recognized as a Youth Achievement Leader on SAFEbuilt's website, press coverage and/or a live presentation at a Council meeting.



Monetary Donation

SAFEbuilt clients may request monetary contributions for community events (celebrations, parades, open houses, holiday-specific activities, etc.).

Open House

Clients are eligible to request up to \$600 per year for the annual Open House celebrating and informing the public about building department services and resources.

Annual Dinner

SAFEbuilt welcomes the opportunity to meet with the executive leadership team and elected officials to provide an update of services received and to introduce new services and opportunities.

Community Ride Alongs

Ride Alongs focus on educating the executive leadership and/or elected officials on what inspectors look for in the field that translates to impacting community safety, beautification, and compliance.

Publications

SAFEbuilt clients are eligible to publish their successes (awards, projects, process improvements) in various local, regional, state, and national resources.

Planning Commissioners Training

SAFEbuilt clients are eligible for training designed explicitly for Planning Commissioners.

Workshops (Free for Clients)

A variety of 2- and 4-hour workshops are available for clients wishing to host regional workshops such as:

- *The Changing Community Develop Mentality* workshop
- *How the Street Connects to the Place: Linking Land Use and Transportation*
- *The Reality of Form-based Codes and Where They Apply* workshop
- *Minimizing Risk in Zoning* workshop
- *Getting a Shovel in the Ground* workshop
- *Post-Disaster Structural Assessments*



Homeowners Workshops

Homeowners' workshops are ideal ways to educate homeowners to better understand the right way to manage a construction project such as building a deck, finishing a basement, etc.

Community Open House

These are ideal opportunities to provide general information/discussions regarding the permit process and required inspections for the general public and showcase the client's willingness and desire to engage with the community.

SAFEbuilt is committed to being a positive and local corporate partner in each community we serve. We live in the communities we serve and actively participate and support each community. Last year, SAFEbuilt partnered with our communities to accomplish the following:

- ✓ Contributions of \$380,000 to local communities
- ✓ Support for 300+ local organizations

EXHIBIT B – COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

1. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- ✓ Consultant will provide Community Core in accordance with the terms and conditions of Exhibit B.
- ✓ No Cost to Municipality

Insert next page

EXHIBIT C-TERMS & CONDITIONS

Meritage Systems CommunityCore: Description of Services

This order form is subject to the [terms of service](#) and [privacy policy](#).

Meritage reserves the right to amend the terms of service and privacy policy at any time and without prior notice.

Applications and Services		One-Time Set-Up Fee	Annual Support and Licensing Fee	Number of Users
CommunityCore Including InspectorConnect iOS mobile app for building and code inspections				
Legacy Data Import: Permitting Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV				
GIS Integration: Permitting				
Contractor & Business Licensing			Included	
CommunityConnect Online Permitting Anywhere, anytime access for contractors to apply for permits, pay fees, check status, request inspections and upload plans		Includes Setup of CommunityCore Preferred Merchant Account for Credit Card Processing		
Online Payments Non-Preferred Merchant Account: additional fee if Meritage Systems is not a preferred provider			NA	
System Training			NA	
Total:				

CommunityCore Permit Management Features:

PAYMENT SHALL BE PURSUANT TO SECTION 5

- Permitting and Inspection Management
- Address Import Setup
- Inspections (including mobile access & when available, InspecotrConnect app for iOS tablets)
- Contractor and Business Registration
- Plan Review Tracking and simple Planning/Zoning permits and workflow
- Reporting and Data Import/Export
- Complete configuration of permit type, terminology, fee structures, documents and user roles and permissions
- Permit Documents: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information
- Customs Documents: Available for an additional charge
- Reports: Library of standard reports
- Custom Reports: Available for an additional charge
- Online Training for startup and post startup, ongoing and customer support
- Personalized support, including configuration updates
- Automatic updates of new features

These Service Terms of Use (“Agreement”) constitute a contract between Meritage Systems, Inc., with offices at 444 N. Cleveland Ave., Suite 444, Loveland, CO 80537 (“Meritage”), and you (“Customer”). This Agreement includes and incorporates the Order Form with which Customer purchased the Services and any subsequent Order Forms (submitted in written or electronic form), our Privacy Policy and our Copyright Policy. By accessing or using the Services, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the Services. Meritage reserves the right to revise this Agreement from time to time, at our sole discretion. By accessing or using the Services after such revisions, you agree to be bound by the revised Agreement.

1. Definitions. For purposes of this Agreement the following terms have the following meanings:

- a. “Account” means an account allowing access to the Services created in Customer’s name.
- b. “Fees” means the fees for the Services.
- c. “Confidential Information” means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party’s financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information that is not publicly available, and (e) the User IDs.
- d. “Customer Information” means all data, information or other content entered by or collected from Customer or any User that is entered into the Services by Customer or any User while accessing the Services. Customer Information includes any third-party information collected by Customer or any User and entered into the Services.
- e. “Documentation” means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by Meritage to Customer.
- f. “Go-Live Date” means the date on which the Services, hosted on a Production Server, become active.
- g. “Intellectual Property Rights” means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
- h. “Order Form” means the form executed by the parties that describes the Services and any setup fees associated with the Services.
- i. “On-boarding” means the Set-Up and the Training, as specified in the Order Form.
- j. “Production Server” means the server on which the Services will be hosted.
- k. “Start of Service Date” is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
- l. “Services” means the publicly-available, online building department services provided by Meritage through its CommunityCore application, which can be accessed through the web site located at www.app.communitycore.com and such other sites as may be designated by Meritage (each, the “Site” or collectively, the “Sites”).
- m. “Set-Up” means defining workflows and permit types, entering fee schedules and setting up Users. The purpose of Set-Up is to configure the Production Server on which the Services for Customer will be hosted.
- n. “Set-Up Fees” means the fees for Set-Up specified in the Order Form.
- o. “Subscription Fees” means the annual subscription fee specified in the Order Form.
- p. “Technology” means the software, hardware and other technology used by or on behalf of Meritage to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
- q. “Training” means the services intended to familiarize Users on the use of the Services, as described in Section 4, and to verify configuration of the Production Server.
- r. “User ID” means each unique User identification name and password used for access to and use of the Services through the Account.
- s. “User” means anyone accessing the Services through Customer’s Account.

2. Customer’s Access To And Use Of The Services.

- a. Customer’s Right to Access the Services. Subject to the terms of this Agreement Meritage grants to Customer a limited, non-exclusive, non-transferrable license to access and use the Sites and Services as specified in the Order Form during the term of this Agreement, solely for Customer’s own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Sites or Services. Customer acknowledges that the Services are hosted by third-party hosting providers contracted by Meritage. Meritage reserves the right to change hosting provider from time to time and without notice to Customer.

- b. Certain Restrictions on Customer's Access. Customer will not, and will not permit any Users or any other party to: a) download or otherwise obtain a copy of the Technology in any form; (b) reverse engineer or otherwise derive the source code of the Service, Sites or Technology or otherwise modify, reverse compile, disassemble, or translate the Service, Sites or Technology or create any derivative works thereof; or (c) use the Service on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Service or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service, or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Service except as expressly permitted herein; (k) use the Service to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party.
- c. Customer's Use of the Services. (1.a) Accounts/User IDs. Customer will be provided with one or more User IDs to access the Services through the Account. Your Order Form specifies the number of user IDs and Read-Only IDs provided by Meritage to Customer under this agreement ("Subscription Cap"). Each User ID shall be linked to a single User and Customer agrees to limit usage of a User ID to the individual to which the User ID is assigned. Customer may request to increase the number of Users and the parties shall establish the terms under which such additional Users will be added. Customer shall use, and shall ensure that Users use, commercially reasonable efforts to ensure the security and confidentiality of all User IDs. In the event that the confidentiality of a User ID is or may be compromised, Customer shall promptly advise Meritage of the potential or actual compromise. Customer shall be responsible for the use of a User ID by unauthorized users. (1.b) Customer Information. Customer represents and warrants that it has all necessary intellectual and proprietary rights and licenses in and to any Customer Information to permit (i) it and its Users to enter Customer Information into the Services and (ii) to permit Meritage to perform the Services. Customer hereby grants to Meritage a fully paid-up, non-exclusive license to use, reproduce and create derivative works of the Customer Information as reasonably required to perform the Services. (1.c) Necessary Equipment. The Services are provided through the internet and Users must have an internet connection in order to access the Services. Meritage does not provide internet connectivity. Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all telecommunication services, hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Currently, the services may be accessed through the Chrome browser or the iOS mobile app provided they have been maintained to versions supported during the three-year period prior to the date on which access is sought. (1.d) Customer will not use and will not authorize any User to use any open source software in connection with the Services in any manner that requires, pursuant to the license applicable to such open source software, that any Meritage Confidential Information or the Services be (A) disclosed or distributed in source code form, (B) made available free of charge to recipients, or (C) modifiable without restriction by recipients. (1.e) By using the Services, Customer agrees to be bound by the terms of [Meritage's Copyright Policy](#), which terms may be revised by Meritage at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Copyright Policy.
- d. Meritage will use reasonable commercial efforts to ensure that the Services perform substantially in accordance with the description of the services found at www.app.communitycore.com. The Services are subject to modification from time to time at Meritage's sole discretion, provided the modifications do not materially diminish the functionality of the Services provided by Meritage.
- e. Meritage will use reasonable commercial efforts to make the Services available to Customer and its Users. Notwithstanding the foregoing, Meritage reserves the right to suspend Customer's (or any of its Users') access to the Services: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Meritage, and fails to correct that breach within the applicable cure period; (iii) in the event that Customer breaches Section 2.2 or Section 7.2 of this Agreement or (iv) as it deems reasonably necessary to respond to any actual or potential security concerns.

- f. Customer acknowledges that the Services will require the Users and third parties for whom the Services are being performed by Customer to share with Meritage certain information for the purposes of providing the Services. This information may include personal information (such as email address, and/or phone number) regarding the Users or such third parties which Meritage will use for the purposes of providing the Services. Customer is fully responsible for obtaining the consent of each User and any third party to the use of his/her information by Meritage for purposes of providing the Services. Such use will be subject to and governed by the terms of Meritage's Privacy Policy, the current version of Meritage's privacy policy is available [here](#). Meritage reserves the right to revise the Privacy Policy at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Privacy Policy.
- g. Customer will be fully responsible for Users' compliance with this Agreement. Any breach of this Agreement by a User shall be deemed to be a breach by Customer. Customer will promptly advise Meritage in the event that any User or third party revokes such consent or ceases to be a User. Customer is solely responsible for determining whether the Services are sufficient for Customer's purposes.

3. Set-Up.

- a. Set-Up Services. Subject to the terms of this Agreement Meritage will provide Customer with the Set-Up services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided. Customer Responsibilities and Certain Restrictions on Set-Up. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Set-Up and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Set-Up, along with all Users, have adequate computer skills to perform their tasks. Set up support required beyond the specified Set-Up shall be arranged upon the agreement of the parties and will incur an additional fee. Acceptance. The purpose of Set-Up is to configure the Services for availability on the Go-Live Date. During the Training, Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes. Upon completion of Training and prior to the Go-Live Date, Customer shall review and accept the Services by executing a form of acceptance provided by Meritage. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services.

4. Training.

- a. Training Services. Subject to the terms of this Agreement, Meritage will provide Customer with the Training services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided.
- b. Delivery. All Training will be provided by Meritage using WebEx or an equivalent service agreed by the parties. Meritage will create a Training site for Customer and its Users to use for Training. In addition to WebEx training, the Training website will provide access to online documentation and training videos that may be accessed by Customer and its Users. Customer and its Users may access the Training web site on an unlimited basis through the Go-Live Date. Customer acknowledges that the Training website may not be available at all times and that Meritage shall have no liability as a result of the unavailability of the Training website.
- c. Customer Responsibilities and Certain Restrictions. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Training and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Training, along with all Users, have adequate computer skills to perform their tasks.
- d. Verification of Set-Up. Customer acknowledges that a primary purpose of the Training website is to verify functionality of the Services prior to the Go-Live Date. Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes to the Training website.

5. Fees And Payment.

- a. . Fees. On the Effective Date, Customer will pay Meritage the Set-Up Fee as specified in the Order Form for Set-Up. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to Meritage the Subscription Fees as specified in Order Form, plus all applicable sales, use and other purchase related taxes (Customer shall be responsible for timely providing Meritage with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes). Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. In the case of any withholding requirements, Customer will pay any required withholding itself and will

not reduce the amount paid to Meritage on account thereof. In the event that Customer elects to increase the number of Users, the parties shall meet to discuss the impact on Set-Up and Subscription Fees. The Subscription Fees may be increased on an annual basis, as determined by Meritage, provided that any pricing increase will not exceed seven percent (7%) of the Subscription Fees per User for the immediately prior Term, unless the pricing was designated in the applicable Order Form as promotional or one-time. Meritage will provide 30 days advance notice of any increase in the Subscription Fees. By using the Services after the increase in the Subscription Fees becomes effective, Customer agrees to be bound by such new Subscription Fees. FEES AND FEE RATES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITH ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY LAW.

- b. Payment. All Set-Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Except for the Set-Up Fee, which shall be paid prior to the performance of Set-Up, Customer shall pay all Fees and any other amounts set forth on each such invoice issued by Meritage under this Agreement within 30 days of the date of invoice. Fees are payable in advance and are non-refundable. In the event that Customer disputes the amount of any Fees, it shall so notify Meritage within the 30-day payment period. The failure to provide such notice shall be deemed agreement that the Fees are undisputed.

6. Confidentiality.

- a. Obligations. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, suppliers, technology, competition and employees. Accordingly, each party as the recipient of Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will not disclose the Confidential Information of the Disclosing Party to any third party except as expressly provided herein and will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Either party may disclose the Confidential Information of the other party to the Receiving Party's employees, subcontractors and advisors who require access to such information for the performance of their obligations, all provided that the employees, subcontractors and/or agents have entered into confidentiality agreements with the Receiving Party that are at least as protective of the Disclosing Party's Confidential Information as are the terms of this Agreement. The Receiving Party shall be responsible for any disclosure or use of the Disclosing Party's Confidential Information by or through any employee, subcontractor or agent of the Receiving Party. For the avoidance of doubt, Customer acknowledges that Meritage utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting) and such third parties will have access to Customer's Confidential Information, subject to compliance with this Section 6. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that, to the extent permitted by law, the Receiving Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- b. Termination of Obligations. The Receiving Party's obligations under this Section 6 with respect to maintaining the confidentiality of any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party and is not subject to restrictions on disclosure and/or use; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The restrictions on use of the Disclosing Party's Confidential Information shall remain in effect for five years subsequent to the earlier of the termination of this Agreement or the date on which the obligation to maintain the Confidentiality of the Disclosing Party's Confidential Information terminates.
- c. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing

that it has fully complied with its obligations under this Section 6.3. For the purposes of this Section 6, Data, as defined in Section 7 below, shall not be considered Customer's Confidential Information.

- d. Remedies. Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event, the aggrieved party shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved party under law or in equity.
- e. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, provided that the terms and conditions may be disclosed if such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis to potential investors or acquirers in Meritage or any entity directly or indirectly controlling the majority voting interest in Meritage.

7. Ownership.

- a. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer or its Users provide to Meritage, other than such information that is subject to disclosure under applicable freedom of information laws and regulations. During the termination notice period specified in Section 9, Meritage will provide Customer Information in the form of Meritage native format files containing permit data to Customer within 10 business days of receipt of a written request for that Customer Information, all at no additional charge.
- b. Meritage's Ownership. Meritage retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. Meritage's name, logo, and the product and service names associated with the Services are trademarks of Meritage or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services. In the event that Customer or any End User makes any suggestions for the addition of features to, or the improvement of the Services ("Feedback"), Meritage shall, to the maximum extent permitted by law, own all such Feedback, including any Intellectual Property Rights therein, and shall have the right to use such Feedback for any purpose without payment or accounting to Customer or any End User. Customer and/or End User agree to execute any and all materials reasonably required by Customer to perfect Customer's ownership in such Feedback and Intellectual Property Rights, all at Meritage's expense.

8. Data.

- a. Meritage will have the right to collect non-personally identifiable data and anonymized information resulting from Customer Information and Customer's use of the Services ("Customer Data") for purposes of (i) benchmarking of Customer's and others performance relative to that of other groups of customers served by Meritage (for the avoidance of doubt, Customer Data will be provided to third parties only as part of a larger body of anonymized data); (ii) sales and marketing of existing and future Meritage services; (iii) monitoring Service performance and making improvements to the Services and Sites.
- b. Backup and Recovery. Meritage shall provide, either directly or through its hosting partner, the following recovery services: 7.2.1 Hosting infrastructure recovery processes 7.2.2 Application recovery processes 7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

9. Term and Termination.

- a. This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement or the applicable Order Form. Upon the expiration of the initial term, if any, specified in the Order Form, Customer may terminate this Agreement upon not less than 90 days advanced written notice to Meritage. Except with respect to a failure to timely make any payments required under this Agreement, either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. With respect to the failure to timely make any payments, Meritage shall have the right to suspend access to the Services and Sites or, at its option, to terminate this Agreement, in the event that Customer fails to make any required payment

within five (5) business days after receipt of notice that the payment is past due. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately terminate and Customer shall immediately cease to use the Services and Sites; (b) Meritage will cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) will be suspended; (d) Meritage will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, Meritage will transfer all Customer Information collected by Meritage either directly to Customer or to Customer's identified third-party partner. Customer shall compensate Meritage for the transfer on a time and materials basis at Meritage's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, and software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. Meritage will not be required to issue any refunds for any unearned Fees paid in advance. The provisions of Sections 2.2, 2.3 (section 2.3(b) and as necessary to complete the return of Customer Information), 2.6, 2.7, 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement will survive termination of the Agreement for any reason.

10. Warranties and Disclaimers.

- a. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound;
- b. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, MERITAGE PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. MERITAGE DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM LOSS OR LIABILITY INCLUDING THAT ARISING OUT OF ANY THIRD-PARTY TECHNOLOGY, THIRD PARTY ACTION, SUCH AS UNAUTHORIZED ACCESS BY ANY THIRD PARTY, OR ANY ACT OR OMISSION OF CUSTOMER. MERITAGE EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO COMPLIANCE WITH LAWS, RULES OR REGULATIONS APPLICABLE TO CUSTOMER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER. MERITAGE DOES NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF customer materials or ANY ADVICE, REPORT, DATA OR DELIVERABLES OBTAINED BY CUSTOMER FROM THE CUSTOMER MATERIALS SUBMITTED TO THE SERVICES, SUCH ADVICE, REPORTS, DATA OR DELIVERABLES ARE PROVIDED "AS IS" AND MERITAGE SHALL NOT BE LIABLE FOR ANY INACCURACY THEREOF. MERITAGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR: (A) ANY DAMAGES IF, AND TO THE EXTENT, CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS, AS SET FORTH IN THIS AGREEMENT OR AN ORDER FORM; (B) ANY CORRUPTION, DAMAGE, LOSS OR MIS-TRANSMISSION OF CUSTOMER MATERIALS, UNLESS SUCH TRANSMISSION IS THE RESPONSIBILITY OF MERITAGE; OR (C) THE SECURITY OF CUSTOMER MATERIALS DURING TRANSMISSION FROM CUSTOMER'S FACILITIES TO THE CLOUD PLATFORM. Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Meritage is not responsible for any delays, failures, or other damage resulting from such problems.
- c. Customer represents and warrants that it: (A) owns or has the right to use all Customer Information and to submit and store such Customer Information on the Site and the infrastructure supporting the Site and Services; and (B) has all necessary licenses and permissions for usage of any third-party software or other information or material supplied or provided by Customer to Meritage in an Order Form or otherwise used in connection with the Services. Customer hereby grants to Meritage the right to use all Customer Information, including any third-party software solely for the purposes of this Agreement, including any Order Form, and the performance of Meritage's obligations hereunder and any Order Form.

11. Certain Liabilities, Limitation of Liability.

- a. Customer will, at Customer's own expense, indemnify, defend, hold harmless against, and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by Meritage based on, any claims, allegations or lawsuits that may be made or filed against Meritage by any person to the extent arising from or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) alleging that use by

Meritage in accordance with this Agreement of Customer Information, Customer Data or Customer Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party.

- b. **Limitation of Liability.** EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY, INCLUDING ITS VENDORS, HOSTING SERVICE PROVIDERS, OR ITS LICENSORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION OR CUSTOMER'S OBLIGATION TO MAKE PAYMENTS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO MERITAGE HEREUNDER AS OF THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. General Provisions.

- a. Notwithstanding anything else, Customer may not provide to any person an export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
- b. This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void.
- c. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement.
- d. This Agreement shall be governed by and construed in accordance with the laws of Colorado without regard to conflicts of law principles. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Colorado or in state court in Larimer County, Colorado, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Meritage.
- e. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.
- f. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement.
- g. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
- h. Meritage may use Customer's name as a reference and publicize Customer as a customer of Meritage.
- i. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties.
- j. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.



Request for Board Action

Agenda Item: 07

Considered By:

Date:

Village Board

12/11/23

Committee of the Whole

11/20/23

Staff Contact: President Cecily Kaz

Subject: Authorization to Award 2023 Merit Pay and Set 2024 Compensation for the Police Chief and Village Manager

Summary: On November 20th, the Village Board met as a Committee of the Whole to discuss the performance of the Police Chief and Village Manager during calendar year 2023. Upon conclusion of the discussion, it was the consensus of the Board to grant a 2023 merit pay of \$5,000 and \$30,000 respectively, and a 4.25% increase in salary effective January 1, 2024.

Background of Matter: Annually, the Village Board meets to discuss the performance of the Police Chief and Village Manager. During the meetings, the Board evaluates the achievement of performance goals, strategic planning, management skills, and overall performance.

On November 20th, the Village Board met as a Committee of the Whole to discuss the performance of both the Police Chief and Village Manager. Upon concluding the discussion, it was the consensus of the Village Board that the Police Chief should receive a 2023 merit award of \$5,000 and the Village Manager should receive a 2023 merit award of \$30,000. Additionally, the Village Board reached a consensus to award both individuals an increase in base salary of 4.25% with an effective date of January 1, 2024.

If approved by the Village Board, the Village President will be authorized to sign the necessary documents to authorize the compensation adjustments as approved.

Policy: A vote of the Village Board of Trustees is required to adjust the compensation and benefits of either the Police Chief or the Village Manager. The Open Meetings Act requires the posting of compensation packages in excess of \$150,000, six days prior to approval. The required notices regarding compensation adjustments were posted in Village Hall.

Financial Impact: If approved, adequate funding is available in the 2023 budget for the merit award of \$5,000 and \$30,000. The adopted FY2024 budget anticipates adequate funding for the salary increases. The current and proposed annual salaries are as follows:

Name	Title	Current Annual	Effective 1/1/2024
Bryan Carlson	Chief of Police	\$120,000	\$125,100
Patrick Brennan	Village Manager	\$180,360.77	\$188,026.10

Recommendation: Consideration of the Request for Board Action is recommended.

Attachment: None



Request for Board Action

Agenda Item: 08

Considered By:
Village Board

Date:
12/11/23

Staff Contact: Jordan Schmidt, Administration

Subject: Adoption of the Following Items Concerning Paid Time Off for Employees:

- a. A Resolution Amending the Personnel Handbook
- b. An Ordinance Adopting a Paid Time Off Policy

Summary: In March 2023, Illinois adopted the Paid Leave for All Workers Act, which requires employers to provide all employees with one hour of paid leave per 40 hours worked. In addition to providing leave, the Act also establishes policies regarding the use of leave. To limit the impact of the Act, staff recommends adopting an Ordinance establishing a minimum paid time off policy for Village employees, exempting the Village from additional policy requirements in the Act, and a Resolution amending the Personnel Handbook.

Background of Matter: On March 13, 2023, the Illinois Paid Leave for All Workers Act was signed into law. The Act, effective January 1, 2024, would require the Village to provide all employees with one hour of paid leave per 40 hours worked. Under the Act, employees would be permitted to utilize the paid leave at any time, for any reason, without prior approval. This policy has the potential effect of disrupting Village services due to unplanned use of the leave.

To mitigate the operational impacts of the Act, staff is recommending the adoption of an ordinance adopting a paid time off policy for employees of the Village in advance of the January 1, 2024 effective date. Village staff worked with labor counsel, Clark Baird Smith, to develop an ordinance that would establish a minimum level of paid leave for all Village employees, while also ensuring operational protections remain in place. Currently, full-time employees have access to paid leave benefits offered by the Village, however, part-time employees have not been eligible for paid time off (PTO).

As a non-home rule community, the Village is limited in its ability to make adjustments to the regulations that better reflect Kenilworth's needs and standards of employment. However, the Act does exempt employers that are covered by an existing paid leave ordinance. The proposed Ordinance would establish a minimum level of paid leave for all Village employees of one hour for every 40 hours worked. If adopted, it would ensure existing policies regarding the use of PTO are kept in place to ensure proper staffing levels are maintained to provide essential services.

Personnel Handbook

The proposed Amendment to the personnel guidelines, in following the Ordinance, would grant all part-time employees the ability to earn PTO on a pro-rata basis of one hour for every 40 hours worked. The policy also sets a cap on the amount of PTO that can be carried over from one year to the next (40 hours) and establishes guidelines for the use of PTO that are consistent with the existing leave policy for full-time employees.

Policy: A Resolution to adopt the Employee Handbook was approved by the Village Board in 2019 therefore, the Village Manager recommends that the requested changes be incorporated by resolution.

Financial Impact: The proposed policy change would have a minor financial impact. Based on budgeted part-time employee hours for the 2024 fiscal year, an estimated \$5,572 worth of PTO would be generated.

Recommendation: The Village Manager recommends that the Village Board consider and adopt the Amendment and Ordinance as presented.

Attachments:

- Resolution
- Ordinance
- Employee Handbook – Available Upon Request

**VILLAGE OF KENILWORTH
RESOLUTION NO. 2023-XX**

A RESOLUTION ADOPTING AN AMENDMENT TO THE EMPLOYEE HANDBOOK

WHEREAS, the Village of Kenilworth (“Village”) is a non-home rule municipality located in Cook County, Illinois; and

WHEREAS, the Village Board of Trustees adopted a Village Employee Handbook in 2019 to guide and regulate the actions of Village employees; and

WHEREAS, the legal requirements pertaining to employment matters change from time to time; and

WHEREAS, the Village desires to stay current as it relates to employment policies and procedures; and

WHEREAS, a review of the 2019 employee handbook was conducted to maintain compliance with state requirements; and

WHEREAS, updated personnel guidelines and policies have been incorporated into the 2023 Village of Kenilworth Employee Handbook; and

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

SECTION 1. RECITALS. The foregoing recitals are incorporated in and made a part of this Resolution by this reference.

SECTION 2. APPROVAL. The Board of Trustees hereby adopt the 2023 Village of Kenilworth Employee Handbook as the new official employee handbook establishing the guidelines, policies and rules under which Village employees work; and

SECTION 3. AUTHORIZATION. The Village Manager is hereby directed to distribute the 2023 Village of Kenilworth Employee Handbook to all Village Employees.

SECTION 4. EFFECTIVE DATE. This Resolution shall be in full force and effect upon its adoption.

[Signature Page Follows]

Passed this ____ day of December, 2023.

AYES:

NAYS:

ABSENT:

Village President

ATTEST:

Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING A PAID TIME OFF POLICY FOR THE VILLAGE OF
KENILWORTH**

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the Village of Kenilworth is a non-home rule Illinois municipality; and

WHEREAS, on or about March 12, 2023, Governor JB Pritzker signed into law the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*) (the "Act"); and

WHEREAS, the State of Illinois did not make the necessary appropriations or include statutory language exempting the Act from the Illinois State Mandates Act (30 ILCS 805/1 *et seq.*); and

WHEREAS, effective January 1, 2024, the Act requires an employer to provide certain paid leave to their employees, unless the employer is subject to an existing municipal or county ordinance that requires the employer to provide any form of paid leave to their employees; and

WHEREAS, the Village recognizes the importance of paid leave and currently provides reasonable paid leave benefits to its employees; and

WHEREAS, the Village has determined that applying the Act to its own employees will negatively impact the Village and place an undue financial and operational burden on the Village's ability to provide uninterrupted services to its residents; and

WHEREAS, the Village believes and hereby declares that it is in the best interests of the Village of Kenilworth to clearly define the paid leave benefits that Village employees shall receive.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

SECTION 1. Recitals. The recitals listed above are incorporated in this Ordinance as the findings of the Village Board.

SECTION 2. Approval. Pursuant to Section 15(p) of the Act, the Village hereby adopts a paid leave policy for all Village employees as set forth in the Village Code of Ordinances, and all other binding legislative actions governing paid leave adopted by the President and Board of Trustees of the Village, as the same may be amended from time to time. However, in no event shall the Village, as an employer, provide less than one (1) hour of paid leave for every 40 hours worked by an employee.

SECTION 3. Superseder. In the event a conflict exists between the terms of this Ordinance and any other ordinance or resolution of the Village, the terms of this Ordinance shall govern.

SECTION 4. Severability. If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, in accordance with law.

PASSED THIS _____ day of December, 2023.

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED THIS _____ day of December, 2023.

Village President

ATTEST:

Village Clerk



Request for Board Action

Agenda Item: 09

Considered By:
Village Board

Date:
12/11/2023

Staff Contact: Patrick Brennan, Administration

Subject: Update Concerning the Lakefront Enhancement Project and Adoption of an Ordinance Authorizing the Submission of a Proposition for Issuing General Obligation Bonds to the Voters for the March 19, 2024 Election

Summary: On November 30th, a public meeting was held to present an update concerning the Lakefront Enhancement Project and discuss potential funding mechanisms. The Village Board will be given an update, the interim survey results, and discuss the potential to submit a proposition to the voters on March 19th for funding the project through the issuance of bonds. The Trustees may choose to discuss the preferred project tier, project timing, and possibly adopt one of the proposed ordinances during the meeting.

Background of Matter: In December of 2022, the Village engaged Woodhouse Tinucci Architects to commence work on the Lakefront Enhancement Project. The project's intent is to protect the shoreline and design an adaptive reuse of the water treatment plant that would enhance the resident experience at the public beach. The firm was engaged to perform programmatic design and schematic designs in addition to thorough cost estimating.

While schematic design for the water plant and surrounding beach area were being developed, design work continued on the proposed shoreline protection measures. The decision was made previously to bifurcate the two projects and allow the shoreline project to progress separately. In response to resident input and the Lakefront Group, two concepts were brought forward to the Village Board for consideration. It was determined that the "I" and "T" designs should proceed to design development and bidding. The current cost estimate ranges between \$800,000 and \$1.9M for the work. GZA Environmental was contracted for the design and has submitted permit applications on behalf of the Village. It is anticipated that all necessary permits will be received in 2023 and the project will be issued for bid shortly thereafter. Concurrently, the Village submitted a grant application for the project with award announcements anticipated in the spring. The shoreline protection measures are anticipated to be funded through a combination of grant funds and fund balance.

One of the final steps in schematic design for the Water Plant/beach portion of the project was preparing estimated costs of construction. This step was structured to provide relatively accurate costing prior to committing to a project design. The cost estimating work was recently completed and the estimated cost of construction exceeded the amount anticipated at project initiation. As a result, the architect was asked to prepare options for lesser tiers of the full project. The goal was to find elements that could be removed from the full project scope in an effort to reduce cost and then solicit resident preference for the various tiers. The result was the creation of four tiers with pricing ranging between \$700,000 for the Minimal Tier and \$8.4M for

the Full Project tier. The tiers and costs are shown in the Financial Impact portion of the Request for Board Action.

One of the last steps in the schematic design phase was to present the proposed project and cost estimates at a resident meeting. The presentation was held at the Kenilworth Assembly Hall on November 30th and included a discussion regarding options for funding the project. During the meeting, Andy Tinucci, Principal at Woodhouse Tinucci Architects, described the proposed elements of each phase and related projected cost. After the project tiers were presented, the Village Manager presented the potential options for funding each tier, and the anticipated property tax impacts. The Minimal and Moderate tiers, \$700,000 and \$3.3M respectively, were proposed to be fully funded from Fund Balance. However, the remaining two tiers, Moderate Plus and Full Project at \$5M and \$8.4M would require additional funding from donations, the issuance of general obligation bonds, or a combination thereof.

A question and answer session was held prior to closing the meeting. At the end, attendees were provided with a link to an online survey to solicit their opinions. For those who were not able to attend the meeting, the presentation with accompanying narration was included on the Village website for review as well as a link to the survey instrument.

The survey was designed to provide the Village Board with additional input regarding resident sentiments toward the project. More specifically, ascertain which project tier was preferred and resident openness to direct fundraising, or property tax increases to support the selected tier. Adequate time was not available between the resident meeting and the release of the December 11th meeting packet to allow for adequate resident survey input. Therefore, an update regarding the survey results received to date will be provided at the meeting.

Likely Decision Points and Timing

Currently, there are three primary decisions recommended for the Village Board to consider. Two of the decisions are time-sensitive as they have related financial impacts. First, deciding upon the **preferred project tier** is a gating question. Until a tier is selected, the Village should not engage the architect to begin design development. The design development, construction document, permitting and bidding phases of the project are expected to require six to eight months. This lead time has a direct impact upon the likely start date and construction season for the project.

The second decision point relates to **desired project timing**. If the Village Board desires to commence construction during calendar year 2024, the Design Development phase should begin no later than March. This would likely allow enough time to complete design development, produce construction documents, finalize the permitting process, and release the project for competitive bidding. If the schedule is maintained, there is a potential for work to commence in 2024. If the project is delayed, there is a potential for incurring construction cost increases for 2025. Under current conditions, an estimated 7.0% increase in construction costs in 2025 would equate to \$580,000 on the Full Project tier.

Finally, and importantly, direction regarding **project funding** will be needed ideally before proceeding too far in the design development phase, but definitely before the project is issued for bids. During the November resident meeting, multiple funding options were presented to the group for each project tier. If the Moderate Plus or Full Project tiers are selected, the Village will need between \$2.5M and \$5.0M in funding assistance. The recommended approaches to close the shortfall included a fundraising campaign, bond issuance (requiring voter approval), or a combination of both.

Project Funding Options

At the resident meeting, the concept of raising \$2.5M through fundraising was presented. If that campaign were successful, an additional \$2.5M would be required for the Full Project. That remaining amount was proposed to be achieved through borrowing. If no fundraising occurred, the total amount needed through issuing debt would be \$5M.

There are requirements regarding how the Village issues debt. The Village does not have “home rule” authority. This means that in order to issue general obligation debt, the voters must be petitioned and 51% of the voters must vote in favor of the debt issuance. As a result of this restriction, the Village must time any bond referendum with the election cycles. In 2024, there are two opportunities to petition voters, March 19th and November 5th. The deadline for submitting a question for the March election is January 2, 2024, and the November deadline is August 19th.

The last regular meeting of the Village Board in 2023 is December 11th. Therefore, if a desire exists to submit a petition for the March 19th election, the Village Board must either adopt an ordinance on the 11th, or call a special meeting on or before January 2nd. Due to the short period of time between the last resident meeting, limited time for survey feedback, and impending deadline for authorizing a voter petition, draft ordinances have been prepared for consideration by the Village Board.

Two different ordinances are included with the board packet. One triggers a voter referendum for up to \$2.5M in bonds and the second in the amount up to \$5.0M. Both options were provided since a decision on the funding amount was tied to resident feedback on the project tiers and funding options.

Preliminary resident feedback indicates a preference for the Full Project tier. If the Village Board chooses that tier the projected funding shortfall is \$5M. The concept presented at the resident meeting reflected \$2.5M in fundraising combined with \$2.5M in bonds to fill the shortfall. In that scenario, the ordinance petitioning for \$2.5M in bonding authority would be appropriate. However, if the fundraising efforts fall well short of target, the Village Board would need to seek additional authority during the November 2023 election. Unfortunately, the results of the election would not be known prior to the target project start date; leaving the Village Board in the difficult position of possibly starting a project that was not fully funded.

An alternate approach would be to adopt the ordinance submitting the question for up to \$5.0M in bonding authority. In this scenario, if the voters approve the authority, the Village Board would have up to \$5M in bonding authority. Therefore, if fundraising succeeded in receiving \$2.5M in donations, only \$2.5M in bonds would be issued. The remaining amount under the \$5M authority would not be exercised. If this option is chosen, clearly messaging the intent of the Village Board would be important.

It is recommended that the Village Board discuss and render a decision regarding the desire to submit a public question (petition) to the voters on March 19th. Early voting begins on February 8, 2024.

If the Village Board decides to proceed with a public question on the ballot, a plan will be developed for communicating information about the ballot question to residents. Village funds may be used to educate voters about the referendum, but not to encourage a vote either for or against the question.

Policy: To issue general obligation bonds, the Village must request and receive authority through a public proposition (referenda) to voters. The referendum requires a simple majority to pass and the authority is valid for five years after the election. Per related rules, the Village should have a reasonable plan to expend 5% of the proceeds within six months of issuance, and 85% within three years. The Village authority is for an “up to” amount and not required to bond the full amount authorized.

Financial Impact:

OPTION	SCOPE	COST	FUNDING
MINIMAL	<ul style="list-style-type: none"> - renovate existing restrooms - maintain existing infrastructure as needed 	\$700,000	Use Fund Balance (savings)
MODERATE	<ul style="list-style-type: none"> - add new restrooms and staff space near beach - renovate entire south landscape and circulation 	\$3,300,000	Use Fund Balance
MODERATE PLUS	<ul style="list-style-type: none"> - add new restrooms and staff space near beach - renovate entire south landscape and circulation - add multipurpose space on second level 	\$5,050,000	\$2.5M Fund Balance Remaining \$2.5M provided by either: Fund Raising Campaign, or Bond Issue (property tax)
FULL PROJECT	<ul style="list-style-type: none"> - fully renovated first and second floors of existing building with all beach and multipurpose amenities - renovate entire south landscape and circulation - renovate north beach and boating amenities 	\$8,400,000	\$3.4M Fund Balance, and \$5.0M Bond, or \$2.5M – Fund Raising \$2.5M – Bond Issue

The proposed ordinances for a bond referendum were prepared by the Village’s Bond counsel in consultation with the Financial Advisor from Raymond James. The potential impacts of the two bonding scenarios were also prepared. The property tax impacts to a home with \$1M equalized assessed valuation for each of the bond scenarios are as follows:

- 1) \$2.5M in proceeds, structured for a 14-year debt service – Would add approximately \$126/yr.
- 2) \$5.0M in proceeds, structured for a 14-year debt service – Would add approximately \$235/yr.

Debt related to the Green Streets-Phase 1 project is expected to be fully serviced (paid) in 2033. Therefore, with both of the bonding scenarios described above, nine years after the new bonds (Series 2024) are issued, the property taxes are projected to drop by \$611/yr. when the Series 2013 debt is fully serviced.

A scenario where the Series 2013 debt was restructured and new proceeds of \$5m were received was explored. The scenario was abandoned due to both the fact that the restructured debt would be at a higher interest rate, and that the Series 2013 debt would be extended 11 additional years.

Recommended Discussion Points

- Preferred project tier
- Desired project timing (2024 or 2025 start)
- Desire to seek voter approval for bonding authority and in what amount

Recommendation: The Village Manager recommends that the Village Board discuss the desired timing of the proposed Lakefront Enhancement Project and adopt one of the attached ordinances should there be a consensus to submit a referendum to the voters.

Attachments:

- Ordinance Submitting a Proposition - \$2.5M bond
- Ordinance Submitting a Proposition - \$5.0M bond

ORDINANCE NO. _____

AN ORDINANCE providing for and requiring the submission of the proposition of issuing General Obligation Bonds to the voters of the Village of Kenilworth, Cook County, Illinois, at the General Primary Election to be held on the 19th day of March, 2024.

* * *

WHEREAS, the Village of Kenilworth, Cook County, Illinois (the "*Village*"), is a duly incorporated and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the needs of the Village require the expenditure of not to exceed \$2,500,000 for the purpose of paying the cost of improving and enhancing Kenilworth Beach and the surrounding lakefront area by renovating and repurposing the water plant for community purposes, improving shore protection and making other necessary improvements to Kenilworth Beach (collectively, the "*Project*"), all in accordance with the estimate of cost heretofore provided to the President and Board of Trustees of the Village (the "*Village Board*"); and

WHEREAS, before the Village Board can undertake the Project and borrow money and issue bonds for such purpose, a proposition therefor must be submitted to the voters of the Village and be approved by a majority of the voters of the Village voting on such proposition at an election to be held in and for the Village, and it is deemed advisable, necessary and in the best interests of the Village that a proposition therefor be submitted to the voters of the Village at an election to be held and conducted in accordance with the general election law:

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

Section 1. Incorporation of Preambles. That the Village Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Need for Projects. That it is necessary and in the best interests of the Village that the Village Board be authorized to undertake the Project, and that it is necessary and in the best interests of the Village that money be borrowed and in evidence thereof bonds of the Village be issued therefor in the aggregate amount of not to exceed \$2,500,000.

Section 3. Submission to Voters. That the proposition hereinabove referred to be submitted to the voters of the Village in accordance with the general election law at the General Primary Election to be held on Tuesday, the 19th day of March, 2024, between the hours of 6:00 o'clock A.M. and 7:00 o'clock P.M. on said day (the "*Election*").

Section 4. Voting Precincts and Polling Places. That the Election shall be held in the voting precincts and at the polling places established by the County Board (the "*County Board*") of The County of Cook, Illinois (the "*County*"), for voters of the Village at the Election.

Section 5. Election Notice. That the County Clerk of the County (the "*County Clerk*") shall give notice of the Election, including the Spanish, Chinese and Asian Indian translations thereof, as deemed required by law by the County Clerk (the "*Notice*") in accordance with the general election law by (i) publishing the Notice once not more than 30 nor less than 10 days prior to the date of the Election in a local, community newspaper having general circulation in the Village, and (ii) posting a copy of the Notice at least 10 days before the date of the Election at the principal office of the County Clerk.

Section 6. Local Notice. That the Village Clerk shall post a copy of the Notice at the principal office of the Village.

Section 7. Newspaper of General Circulation. That it is hereby found and determined that the *Morning Sentinel* is a local, community newspaper having general circulation in the Village as required by Section 12-5 of the Election Code of the State of Illinois, as amended (the “*Election Code*”).

Section 8. Form of Notice. That the Notice shall appear over the name or title of the County Clerk and shall be substantially in the following form:

NOTICE IS HEREBY GIVEN that at the General Primary Election be held on Tuesday, the 19th day of March, 2024, the following a proposition will be submitted to the voters of the Village of Kenilworth, Cook County, Illinois:

Shall the Village of Kenilworth, Cook County, Illinois, improve and enhance Kenilworth Beach and the surrounding lakefront area by renovating and repurposing the water plant for community purposes, improving shore protection and making other necessary improvements to Kenilworth Beach and issue its general obligation bonds to the amount of \$2,500,000 for the purpose of paying the costs thereof, said bonds bearing interest at not to exceed the rate of 6% per annum?

The polls at the election will be open at 6:00 o’clock A.M. and will continue to be open until 7:00 o’clock P.M. of that day.

Dated this ____ day of _____, 2024.

County Clerk, The County of Cook,
Illinois

Section 9. Form of Ballot. That the ballot to be used at the Election, including the Spanish, Chinese and Asian Indian translations thereof, as deemed required by law by the County Clerk, shall be in substantially the following form, with such necessary alterations, changes, deletions and insertions as may be required by Articles 24A, 24B or 24C of the Election Code if an electronic, mechanical or electric voting system is used at the Election:

(Face of Ballot)

OFFICIAL BALLOT

QUESTION TO ISSUE \$2,500,000 GENERAL OBLIGATION BONDS

(INSTRUCTIONS TO VOTERS: Mark a cross
(X) in the space opposite the word indicating the way you desire to vote.)

Shall the Village of Kenilworth, Cook County, Illinois, improve and enhance Kenilworth Beach and the surrounding lakefront area by renovating and repurposing the water plant for community purposes, improving shore protection and making other necessary improvements to Kenilworth Beach and issue its general obligation bonds to the amount of \$2,500,000 for the purpose of paying the costs thereof, said bonds bearing interest at not to exceed the rate of 6% per annum?	YES	
	NO	

(Back of Paper Ballot)

OFFICIAL BALLOT

Official ballot for voting on the questions to issue \$2,500,000 General Obligation Bonds of the Village of Kenilworth, Cook County, Illinois, at the General Primary Election held on March 19, 2024.

Precinct Number: _____

Polling Place: _____

(Facsimile Signature)

County Clerk of The County of Cook,
Illinois

Section 10. Election Judges. That the Election shall be conducted by the election judges appointed by the County Board to act in the precincts at which said proposition will be submitted to the voters of the Village.

Section 11. Filing of Ordinance. That after the adoption hereof and not less than 68 days prior to the date of the Election, the Village Clerk shall certify a copy hereof to the County Clerk in order that the proposition set forth herein may be submitted to the voters of the Village at the Election.

Section 12. Canvass of Election. That the Election shall be held and conducted and the returns thereof duly canvassed, all in the manner and time as provided by the general election law.

Section 13. Severability. That if any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 14. Repealer and Effective Date. That all ordinances and resolutions and parts thereof in conflict herewith be and the same are hereby repealed, and that this Ordinance be in full force and effect forthwith upon its adoption.

PASSED by the President and Board of Trustees on December 11, 2023.

APPROVED: December 11, 2023.

President

AYE: _____

NAY: _____

ABSENT: _____

RECORDED in the Village Records on December 11, 2023.

ATTEST:

Village Clerk

[SEAL]

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt the ordinance as read by title.

Upon the roll being called, the following Trustees voted

AYE: _____

NAY: _____

ABSENT: _____

Whereupon the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the Village Clerk to record the same in full in the records of the Village Board.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Kenilworth, Cook County, Illinois (the “*Village*”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the Village and of the President and Board of Trustees thereof (the “*Village Board*”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Village Board held on the 11th day of December, 2023, insofar as the same relates to the adoption of Ordinance No. ___ entitled:

AN ORDINANCE providing for and requiring the submission of the proposition of issuing General Obligation Bonds to the voters of the Village of Kenilworth, Cook County, Illinois, at the General Primary Election to be held on the 19th day of March, 2024.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Village Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Village Board at least 72 hours in advance of the holding of said meeting, that said agenda remained continuously posted during the entirety of said 72-hour period, that said agenda contained a separate specific item concerning the proposed adoption of the ordinance, a true, correct and complete copy of said agenda as so posted being attached to this certificate as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Illinois Municipal Code, as amended, and the Election Code of the State of Illinois, as amended, and that the Village Board has complied with all of the provisions of said Act and said Codes and with all of the procedural rules of the Village Board.

There is hereby certified to the County Clerk of The County of Cook, Illinois for submitting to the voters of the Village at the General Primary Election to be held on the 19th day of March, 2024, the proposition set forth in said ordinance, which said ordinance was duly adopted by the Village Board on the 11th day of December, 2023.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village,
this 11th day of December, 2023.

Village Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois (the “*County*”), and as such official I do further certify as follows:

1. That on the ___ day of _____, 202_, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE providing for and requiring the submission of the proposition of issuing General Obligation Bonds to the voters of the Village of Kenilworth, Cook County, Illinois, at the General Primary Election to be held on the 19th day of March, 2024.

duly adopted by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, on the 11th day of December, 2023, and that the same has been deposited in the official files and records of my office.

2. That included in said certification was the form of public question (the “*Question*”), which ballot shall be prepared in English and to the extent required by law in Spanish, Chinese and Asian Indian, to be placed on the ballot at the General Primary Election to be held on the 19th day of March, 2024 (the “*Election*”), and the date on which the Question was initiated by the adoption of said ordinance.

3. That the Question will be submitted to the voters of the Village at the Election.

4. That notice that the Question will be submitted to the voters of the Village at the Election (the “*Notice*”) will be given as required by Section 12-5 of the Election Code of the State of Illinois, as amended, by (a) publishing the Notice once not more than 30 nor less than 10 days prior to the date of the Election in the *Morning Sentinel*, being a

local, community newspaper having general circulation in the Village, and (b) posting a copy of the Notice at my principal office at least 10 days before the date of the Election, as set forth in Section 5 of said ordinance, and that the Notice will be substantially in the form set forth in Section 8 of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this ____ day of _____, 202_.

County Clerk, The County of Cook,
Illinois

(SEAL)

NOTICE OF ELECTION

NOTICE IS HEREBY GIVEN that at the General Primary Election to be held on Tuesday, the 19th day of March, 2024, the following proposition will be submitted to the voters of the Village of Kenilworth, Cook County, Illinois:

Shall the Village of Kenilworth, Cook County, Illinois, improve and enhance Kenilworth Beach and the surrounding lakefront area by renovating and repurposing the water plant for community purposes, improving shore protection and making other necessary improvements to Kenilworth Beach and issue its general obligation bonds to the amount of \$2,500,000 for the purpose of paying the costs thereof, said bonds bearing interest at not to exceed the rate of 6% per annum?

The polls at the election will be open at 6:00 o'clock A.M. and will continue to be open until 7:00 o'clock P.M. of that day.

Dated this ____ day of _____, 2024.

County Clerk, The County of Cook,
Illinois

ORDINANCE NO. _____

AN ORDINANCE providing for and requiring the submission of the proposition of issuing General Obligation Bonds to the voters of the Village of Kenilworth, Cook County, Illinois, at the General Primary Election to be held on the 19th day of March, 2024.

* * *

WHEREAS, the Village of Kenilworth, Cook County, Illinois (the "*Village*"), is a duly incorporated and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the needs of the Village require the expenditure of not to exceed \$5,000,000 for the purpose of paying the cost of improving and enhancing Kenilworth Beach and the surrounding lakefront area by renovating and repurposing the water plant for community purposes, improving shore protection and making other necessary improvements to Kenilworth Beach (collectively, the "*Project*"), all in accordance with the estimate of cost heretofore provided to the President and Board of Trustees of the Village (the "*Village Board*"); and

WHEREAS, before the Village Board can undertake the Project and borrow money and issue bonds for such purpose, a proposition therefor must be submitted to the voters of the Village and be approved by a majority of the voters of the Village voting on such proposition at an election to be held in and for the Village, and it is deemed advisable, necessary and in the best interests of the Village that a proposition therefor be submitted to the voters of the Village at an election to be held and conducted in accordance with the general election law:

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

Section 1. Incorporation of Preambles. That the Village Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Need for Projects. That it is necessary and in the best interests of the Village that the Village Board be authorized to undertake the Project, and that it is necessary and in the best interests of the Village that money be borrowed and in evidence thereof bonds of the Village be issued therefor in the aggregate amount of not to exceed \$5,000,000.

Section 3. Submission to Voters. That the proposition hereinabove referred to be submitted to the voters of the Village in accordance with the general election law at the General Primary Election to be held on Tuesday, the 19th day of March, 2024, between the hours of 6:00 o'clock A.M. and 7:00 o'clock P.M. on said day (the "*Election*").

Section 4. Voting Precincts and Polling Places. That the Election shall be held in the voting precincts and at the polling places established by the County Board (the "*County Board*") of The County of Cook, Illinois (the "*County*"), for voters of the Village at the Election.

Section 5. Election Notice. That the County Clerk of the County (the "*County Clerk*") shall give notice of the Election, including the Spanish, Chinese and Asian Indian translations thereof, as deemed required by law by the County Clerk (the "*Notice*") in accordance with the general election law by (i) publishing the Notice once not more than 30 nor less than 10 days prior to the date of the Election in a local, community newspaper having general circulation in the Village, and (ii) posting a copy of the Notice at least 10 days before the date of the Election at the principal office of the County Clerk.

Section 6. Local Notice. That the Village Clerk shall post a copy of the Notice at the principal office of the Village.

Section 7. Newspaper of General Circulation. That it is hereby found and determined that the *Morning Sentinel* is a local, community newspaper having general circulation in the Village as required by Section 12-5 of the Election Code of the State of Illinois, as amended (the “*Election Code*”).

Section 8. Form of Notice. That the Notice shall appear over the name or title of the County Clerk and shall be substantially in the following form:

NOTICE IS HEREBY GIVEN that at the General Primary Election be held on Tuesday, the 19th day of March, 2024, the following a proposition will be submitted to the voters of the Village of Kenilworth, Cook County, Illinois:

Shall the Village of Kenilworth, Cook County, Illinois, improve and enhance Kenilworth Beach and the surrounding lakefront area by renovating and repurposing the water plant for community purposes, improving shore protection and making other necessary improvements to Kenilworth Beach and issue its general obligation bonds to the amount of \$5,000,000 for the purpose of paying the costs thereof, said bonds bearing interest at not to exceed the rate of 6% per annum?

The polls at the election will be open at 6:00 o’clock A.M. and will continue to be open until 7:00 o’clock P.M. of that day.

Dated this ____ day of _____, 2024.

County Clerk, The County of Cook,
Illinois

Section 9. Form of Ballot. That the ballot to be used at the Election, including the Spanish, Chinese and Asian Indian translations thereof, as deemed required by law by the County Clerk, shall be in substantially the following form, with such necessary alterations, changes, deletions and insertions as may be required by Articles 24A, 24B or 24C of the Election Code if an electronic, mechanical or electric voting system is used at the Election:

(Face of Ballot)

OFFICIAL BALLOT

QUESTION TO ISSUE \$5,000,000 GENERAL OBLIGATION BONDS

(INSTRUCTIONS TO VOTERS: Mark a cross
(X) in the space opposite the word indicating the way you desire to vote.)

Shall the Village of Kenilworth, Cook County, Illinois, improve and enhance Kenilworth Beach and the surrounding lakefront area by renovating and repurposing the water plant for community purposes, improving shore protection and making other necessary improvements to Kenilworth Beach and issue its general obligation bonds to the amount of \$5,000,000 for the purpose of paying the costs thereof, said bonds bearing interest at not to exceed the rate of 6% per annum?	YES	
	NO	

(Back of Paper Ballot)

OFFICIAL BALLOT

Official ballot for voting on the questions to issue \$5,000,000 General Obligation Bonds of the Village of Kenilworth, Cook County, Illinois, at the General Primary Election held on March 19, 2024.

Precinct Number: _____

Polling Place: _____

(Facsimile Signature)

County Clerk of The County of Cook,
Illinois

Section 10. Election Judges. That the Election shall be conducted by the election judges appointed by the County Board to act in the precincts at which said proposition will be submitted to the voters of the Village.

Section 11. Filing of Ordinance. That after the adoption hereof and not less than 68 days prior to the date of the Election, the Village Clerk shall certify a copy hereof to the County Clerk in order that the proposition set forth herein may be submitted to the voters of the Village at the Election.

Section 12. Canvass of Election. That the Election shall be held and conducted and the returns thereof duly canvassed, all in the manner and time as provided by the general election law.

Section 13. Severability. That if any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 14. Repealer and Effective Date. That all ordinances and resolutions and parts thereof in conflict herewith be and the same are hereby repealed, and that this Ordinance be in full force and effect forthwith upon its adoption.

PASSED by the President and Board of Trustees on December 11, 2023.

APPROVED: December 11, 2023.

President

AYE: _____

NAY: _____

ABSENT: _____

RECORDED in the Village Records on December 11, 2023.

ATTEST:

Village Clerk

[SEAL]

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt the ordinance as read by title.

Upon the roll being called, the following Trustees voted

AYE: _____

NAY: _____

ABSENT: _____

Whereupon the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the Village Clerk to record the same in full in the records of the Village Board.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Kenilworth, Cook County, Illinois (the “*Village*”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the Village and of the President and Board of Trustees thereof (the “*Village Board*”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Village Board held on the 11th day of December, 2023, insofar as the same relates to the adoption of Ordinance No. ___ entitled:

AN ORDINANCE providing for and requiring the submission of the proposition of issuing General Obligation Bonds to the voters of the Village of Kenilworth, Cook County, Illinois, at the General Primary Election to be held on the 19th day of March, 2024.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Village Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Village Board at least 72 hours in advance of the holding of said meeting, that said agenda remained continuously posted during the entirety of said 72-hour period, that said agenda contained a separate specific item concerning the proposed adoption of the ordinance, a true, correct and complete copy of said agenda as so posted being attached to this certificate as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Illinois Municipal Code, as amended, and the Election Code of the State of Illinois, as amended, and that the Village Board has complied with all of the provisions of said Act and said Codes and with all of the procedural rules of the Village Board.

There is hereby certified to the County Clerk of The County of Cook, Illinois for submitting to the voters of the Village at the General Primary Election to be held on the 19th day of March, 2024, the proposition set forth in said ordinance, which said ordinance was duly adopted by the Village Board on the 11th day of December, 2023.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village,
this 11th day of December, 2023.

Village Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois (the “*County*”), and as such official I do further certify as follows:

1. That on the ___ day of _____, 202_, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE providing for and requiring the submission of the proposition of issuing General Obligation Bonds to the voters of the Village of Kenilworth, Cook County, Illinois, at the General Primary Election to be held on the 19th day of March, 2024.

duly adopted by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, on the 11th day of December, 2023, and that the same has been deposited in the official files and records of my office.

2. That included in said certification was the form of public question (the “*Question*”), which ballot shall be prepared in English and to the extent required by law in Spanish, Chinese and Asian Indian, to be placed on the ballot at the General Primary Election to be held on the 19th day of March, 2024 (the “*Election*”), and the date on which the Question was initiated by the adoption of said ordinance.

3. That the Question will be submitted to the voters of the Village at the Election.

4. That notice that the Question will be submitted to the voters of the Village at the Election (the “*Notice*”) will be given as required by Section 12-5 of the Election Code of the State of Illinois, as amended, by (a) publishing the Notice once not more than 30 nor less than 10 days prior to the date of the Election in the *Morning Sentinel*, being a

local, community newspaper having general circulation in the Village, and (b) posting a copy of the Notice at my principal office at least 10 days before the date of the Election, as set forth in Section 5 of said ordinance, and that the Notice will be substantially in the form set forth in Section 8 of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this ____ day of _____, 202_.

County Clerk, The County of Cook,
Illinois

(SEAL)

NOTICE OF ELECTION

NOTICE IS HEREBY GIVEN that at the General Primary Election to be held on Tuesday, the 19th day of March, 2024, the following proposition will be submitted to the voters of the Village of Kenilworth, Cook County, Illinois:

Shall the Village of Kenilworth, Cook County, Illinois, improve and enhance Kenilworth Beach and the surrounding lakefront area by renovating and repurposing the water plant for community purposes, improving shore protection and making other necessary improvements to Kenilworth Beach and issue its general obligation bonds to the amount of \$5,000,000 for the purpose of paying the costs thereof, said bonds bearing interest at not to exceed the rate of 6% per annum?

The polls at the election will be open at 6:00 o'clock A.M. and will continue to be open until 7:00 o'clock P.M. of that day.

Dated this ____ day of _____, 2024.

County Clerk, The County of Cook,
Illinois



Request for Board Action

Agenda Item: 10

Considered By:

Date:

Village Board
Committee of the Whole
Public Safety Committee

12/11/23

Staff Contact: Bryan Carlson, Chief of Police

Subject: Adoption of a Resolution Authorizing the Purchase of Body Worn Cameras and In-Car Fleet Cameras from Axon Enterprises, Inc of Scottsdale, AZ in the Amount of \$92,073.70.

Summary: Section 10-15 (b) (4) of Illinois State Law 50 ILCS 706/10-15 requires that all law enforcement agencies in municipalities and counties with a population under 50,000 must implement Body Worn Cameras (BWC) by January 1, 2025. The Kenilworth Police Department is proposing the purchase of a new complete body-worn and in-car camera system from Axon Enterprises to comply with this regulation.

Background of Matter: Staff has advanced the purchasing recommendation for this program from third quarter 2024 to fourth quarter 2023 for several reasons. The first is to hold our place on the equipment and installation schedule for the recommended vendor; as a significant number of municipalities will be required to implement BWCs in the coming years, we would like to ensure our compliance with state law by the required deadline. Second, the recommended vendor has indicated a 10% price increase in equipment and services for contracts executed after 2023. Third, the current quote contains a 10% discount on the in-car camera system that may not be available in 2024.

The camera program includes the purchase of the following equipment: 12 BWCs, 3 in-car units, and charging docks for the BWCs. In addition to the hardware purchase, the recommended contract includes software, licensing, installation, training, a supervisor review module, and an ala-cart, cloud based, secure digital evidence storage plan. Also included is hardware replacement for all BWC and docking stations at 30 months. An In-Car Camera refresh is also included for 2028. The agreement will auto-renew after 5 years/2028 unless the Village of Kenilworth terminates the agreement.

Axon was determined to be the recommended vendor for the In-Car and BWC programs. This was determined after a review of several vendors in this market and a review of other area departments who utilize Axon and other vendors. Axon became the recommended vendor for several reasons.

There is an existing integration with their cloud evidence solution that is utilized by the Cook County State's Attorney's Office that would allow efficiencies to be realized in evidence and report transfers.

The equipment has been field tested by neighboring agencies including Wilmette, Morton Grove, Skokie, and Evanston; these neighboring agencies have recommended Axon as the preferred vendor.

Utilizing Axon as the provider for evidence and data storage platforms will provide efficiencies in installation, training, and maintenance.

Utilizing Axon as the provider will provide an operational advantage through seamless integrations of the different camera systems. An example of this integration is when the squad lights are activated in a patrol car, the Officer's BWC will also be triggered allowing for a more complete video record of the interaction. A second example would be a discharge of our currently deployed Axon Tasers which would trigger all Axon BWCs in the vicinity to also activate automatically ensuring the most BWC footage possible of that use of force incident is recorded.

Policy: Approval can be made through formal action of the Village Board, commonly in the form of a resolution. Approval is subject to Village Attorney review.

Financial Impact: Funds are available in the FY 24 budget for 2024 costs associated with this purchase. FY 2024 cost is \$34,999.98. The cost through 2028 is \$14,268.43 per year. The total project cost is \$92,073.70.

Recommendation: The Police Chief and Village Manager recommend the adoption of a Resolution to purchase the body worn and in-car fleet cameras from Axon Enterprises.

Attachments:

- Resolution
- Axon Enterprises camera quote
- Axon Master Services and Purchasing Agreement for Agency

**VILLAGE OF KENILWORTH
RESOLUTION 2023-___**

**A RESOLUTION APPROVING A PURCHASE ORDER AND TERMS AND
CONDITIONS BETWEEN THE VILLAGE OF KENILWORTH AND AXON
ENTERPRISES, INC., FOR THE SOFTWARE, LICENSING, INSTALLATION,
TRAINING, DIGITAL EVIDENCE STORAGE, AND HARDWARE FOR BODY-WORN
CAMERAS AND IN-CAR CAMERAS**

WHEREAS, the Village of Kenilworth, (“Village”) is an Illinois municipal corporation, located in Cook County, Illinois; and

WHEREAS, the Village and its Police Department place a high priority on being in compliance with Illinois state law which requires that all law enforcement agencies in municipalities and counties with a population under 50,000 must implement Body-Worn Cameras (BWC’s) by January 1, 2025; and

WHEREAS, the software, licensing, installation, training, digital evidence storage, and hardware and use of these devices is achieved by entering into an agreement with Axon Enterprises, Inc., a nationally-known provider of these services to the law enforcement community; and

WHEREAS, the Village is empowered to enter into such an agreement, and to approve the expenditure of funds for the services performed by Axon Enterprises, Inc., and finds that entering into this agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF KENILWORTH, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Recitals and Exhibits. The foregoing recitals are incorporated in and made a part of this Resolution by this reference. All exhibits attached to this Resolution are incorporated by this reference.

Section 2: Approval of Contract. The President and Board of Trustees of the Village Kenilworth authorize the approval of the attached “Axon Body Worn Camera and In-Car Camera quote” and “Axon Master Services and Purchasing Agreement for Agency” (Exhibit “A”) to be entered into with Axon Enterprises, Inc. (the “Vendor”) for the software, licensing, installation, training, digital evidence storage, and hardware for Body Worn Cameras and In-Car cameras, all subject to Village Attorney review.

Section 3: Execution of Contract. The President and Board of Trustees of the Village of Kenilworth authorize and direct that the Village Manager, the Chief of Police, the Vendor and the Village Attorney, or their designees, to execute said Order Form and Terms and Conditions, and to execute and deliver all other instruments, payments and documents that are necessary to fulfill the Village’s obligations under the documents.

Section 4. Effective Date. This Resolution will be in full force and effect upon its passage and approval in the manner provided by law.

Approved this ____ day of December 11, 2023.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

Village President

ATTEST:

Deputy Village Clerk

EXHIBIT A

**AXON BODY WORN AND IN-CAR CAMERA QUOTE
AXON MASTER SERVICES AND PURCHASING AGREEMENT FOR AGENCY**



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

Q-519476-45266.009BH

Issued: 12/05/2023

Quote Expiration: 12/15/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 315173

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-419 Richmond Rd 419 Richmond Rd Kenilworth, IL 60043-1140 USA	Kenilworth Police Department - IL 419 Richmond Rd Kenilworth IL 60043-1140 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brayden Herrera Phone: Email: bherrera@axon.com Fax:	Allen Hobbs Phone: (847) 251-2141 Email: ahobbs@vok.org Fax: (847) 251-3445

Quote Summary

Program Length	60 Months
TOTAL COST	\$92,073.70
ESTIMATED TOTAL W/ TAX	\$92,073.70

Discount Summary

Average Savings Per Year	\$1,942.80
TOTAL SAVINGS	\$9,714.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$34,999.98	\$0.00	\$34,999.98
Feb 2025	\$14,268.43	\$0.00	\$14,268.43
Feb 2026	\$14,268.43	\$0.00	\$14,268.43
Feb 2027	\$14,268.43	\$0.00	\$14,268.43
Feb 2028	\$14,268.43	\$0.00	\$14,268.43
Total	\$92,073.70	\$0.00	\$92,073.70

Quote Unbundled Price: \$101,787.70
 Quote List Price: \$106,374.10
 Quote Subtotal: \$92,073.70

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	3	60	\$223.17	\$204.74	\$188.36	\$33,904.80	\$0.00	\$33,904.80
BWCamTAP	Body Worn Camera TAP Bundle	12	60	\$21.82	\$32.50	\$19.50	\$14,040.00	\$0.00	\$14,040.00
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	60	\$9.61	\$11.92	\$7.15	\$1,716.00	\$0.00	\$1,716.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	60	\$40.33	\$34.66	\$20.80	\$1,248.00	\$0.00	\$1,248.00
A la Carte Hardware									
75015	SIGNAL SIDEARM KIT	8			\$249.00	\$249.00	\$1,992.00	\$0.00	\$1,992.00
H00001	AB4 Camera Bundle	12	60		\$849.00	\$14.15	\$10,188.00	\$0.00	\$10,188.00
H00003	AB4 1-Bay Dock Bundle	4	60		\$229.00	\$3.82	\$916.00	\$0.00	\$916.00
H00002	AB4 Multi Bay Dock Bundle	1	60		\$1,638.90	\$27.32	\$1,638.90	\$0.00	\$1,638.90
A la Carte Software									
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	360	60		\$0.60	\$0.60	\$12,960.00	\$0.00	\$12,960.00
ProLicense	Pro License Bundle	2	60		\$42.31	\$42.25	\$5,070.00	\$0.00	\$5,070.00
BasicLicense	Basic License Bundle	7	60		\$16.27	\$16.25	\$6,825.00	\$0.00	\$6,825.00
A la Carte Services									
80146	VIRTUAL BODYCAM STARTER	1			\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$1,575.00
Total							\$92,073.70	\$0.00	\$92,073.70

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - 1 BAY DOCK	4	02/01/2024
AB4 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	4	02/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	12	02/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	14	02/01/2024
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	14	02/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	02/01/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	02/01/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	02/01/2024
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	3	02/01/2024
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	3	02/01/2024
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	3	02/01/2024
Fleet 3 Basic + TAP	72034	FLEET SIM INSERTION, VZW	3	02/01/2024
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	02/01/2024
A la Carte	75015	SIGNAL SIDEARM KIT	8	02/01/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	08/01/2026
Body Worn Camera Single-Bay Dock TAP Bundle	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	08/01/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	12	08/01/2026
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	3	02/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	7	03/01/2024	02/28/2029
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	7	03/01/2024	02/28/2029
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	3	03/01/2024	02/28/2029
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	6	03/01/2024	02/28/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	6	03/01/2024	02/28/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	2	03/01/2024	02/28/2029
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	360	03/01/2024	02/28/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	3
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	02/01/2025	02/28/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Single-Bay Dock TAP Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	02/01/2025	02/28/2029
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	12	02/01/2025	02/28/2029
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	3	02/01/2025	02/28/2029
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	02/01/2025	02/28/2029

Payment Details

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	360	\$4,926.48	\$0.00	\$4,926.48
Year 1	75015	SIGNAL SIDEARM KIT	8	\$757.22	\$0.00	\$757.22
Year 1	80146	VIRTUAL BODYCAM STARTER	1	\$598.70	\$0.00	\$598.70
Year 1	BasicLicense	Basic License Bundle	7	\$2,594.39	\$0.00	\$2,594.39
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$474.40	\$0.00	\$474.40
Year 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	\$652.31	\$0.00	\$652.31
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	12	\$5,337.02	\$0.00	\$5,337.02
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	3	\$12,888.24	\$0.00	\$12,888.24
Year 1	H00001	AB4 Camera Bundle	12	\$3,872.76	\$0.00	\$3,872.76
Year 1	H00002	AB4 Multi Bay Dock Bundle	1	\$623.00	\$0.00	\$623.00
Year 1	H00003	AB4 1-Bay Dock Bundle	4	\$348.20	\$0.00	\$348.20
Year 1	ProLicense	Pro License Bundle	2	\$1,927.26	\$0.00	\$1,927.26
Total				\$34,999.98	\$0.00	\$34,999.98

Mar 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	12	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	360	\$2,008.37	\$0.00	\$2,008.37
Year 2	75015	SIGNAL SIDEARM KIT	8	\$308.70	\$0.00	\$308.70
Year 2	80146	VIRTUAL BODYCAM STARTER	1	\$244.07	\$0.00	\$244.07
Year 2	BasicLicense	Basic License Bundle	7	\$1,057.65	\$0.00	\$1,057.65
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$193.40	\$0.00	\$193.40
Year 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	\$265.92	\$0.00	\$265.92
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	12	\$2,175.74	\$0.00	\$2,175.74
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	3	\$5,254.16	\$0.00	\$5,254.16
Year 2	H00001	AB4 Camera Bundle	12	\$1,578.81	\$0.00	\$1,578.81
Year 2	H00002	AB4 Multi Bay Dock Bundle	1	\$253.97	\$0.00	\$253.97
Year 2	H00003	AB4 1-Bay Dock Bundle	4	\$141.95	\$0.00	\$141.95
Year 2	ProLicense	Pro License Bundle	2	\$785.69	\$0.00	\$785.69
Total				\$14,268.43	\$0.00	\$14,268.43

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	360	\$2,008.37	\$0.00	\$2,008.37
Year 3	75015	SIGNAL SIDEARM KIT	8	\$308.70	\$0.00	\$308.70
Year 3	80146	VIRTUAL BODYCAM STARTER	1	\$244.07	\$0.00	\$244.07
Year 3	BasicLicense	Basic License Bundle	7	\$1,057.65	\$0.00	\$1,057.65

Non-Binding Budgetary Estimate

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$193.40	\$0.00	\$193.40
Year 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	\$265.92	\$0.00	\$265.92
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	12	\$2,175.74	\$0.00	\$2,175.74
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	3	\$5,254.16	\$0.00	\$5,254.16
Year 3	H00001	AB4 Camera Bundle	12	\$1,578.81	\$0.00	\$1,578.81
Year 3	H00002	AB4 Multi Bay Dock Bundle	1	\$253.97	\$0.00	\$253.97
Year 3	H00003	AB4 1-Bay Dock Bundle	4	\$141.95	\$0.00	\$141.95
Year 3	ProLicense	Pro License Bundle	2	\$785.69	\$0.00	\$785.69
Total				\$14,268.43	\$0.00	\$14,268.43

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	360	\$2,008.37	\$0.00	\$2,008.37
Year 4	75015	SIGNAL SIDEARM KIT	8	\$308.70	\$0.00	\$308.70
Year 4	80146	VIRTUAL BODYCAM STARTER	1	\$244.07	\$0.00	\$244.07
Year 4	BasicLicense	Basic License Bundle	7	\$1,057.65	\$0.00	\$1,057.65
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$193.40	\$0.00	\$193.40
Year 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	\$265.92	\$0.00	\$265.92
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	12	\$2,175.74	\$0.00	\$2,175.74
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	3	\$5,254.16	\$0.00	\$5,254.16
Year 4	H00001	AB4 Camera Bundle	12	\$1,578.81	\$0.00	\$1,578.81
Year 4	H00002	AB4 Multi Bay Dock Bundle	1	\$253.97	\$0.00	\$253.97
Year 4	H00003	AB4 1-Bay Dock Bundle	4	\$141.95	\$0.00	\$141.95
Year 4	ProLicense	Pro License Bundle	2	\$785.69	\$0.00	\$785.69
Total				\$14,268.43	\$0.00	\$14,268.43

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	360	\$2,008.37	\$0.00	\$2,008.37
Year 5	75015	SIGNAL SIDEARM KIT	8	\$308.70	\$0.00	\$308.70
Year 5	80146	VIRTUAL BODYCAM STARTER	1	\$244.07	\$0.00	\$244.07
Year 5	BasicLicense	Basic License Bundle	7	\$1,057.65	\$0.00	\$1,057.65
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$193.40	\$0.00	\$193.40
Year 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	\$265.92	\$0.00	\$265.92
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	12	\$2,175.74	\$0.00	\$2,175.74
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	3	\$5,254.16	\$0.00	\$5,254.16
Year 5	H00001	AB4 Camera Bundle	12	\$1,578.81	\$0.00	\$1,578.81
Year 5	H00002	AB4 Multi Bay Dock Bundle	1	\$253.97	\$0.00	\$253.97
Year 5	H00003	AB4 1-Bay Dock Bundle	4	\$141.95	\$0.00	\$141.95
Year 5	ProLicense	Pro License Bundle	2	\$785.69	\$0.00	\$785.69
Total				\$14,268.43	\$0.00	\$14,268.43

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

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



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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/4/2023





Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.2

Release Date: 11/29/2023

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

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and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



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18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

AGENCY:

Axon Enterprise, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. Definitions.
 - a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- 1. Utilization of Services. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. Axon Full Service (Axon Full Service). Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

Table with 1 column and 10 rows detailing Axon Full Service options: System set up and configuration, Dock configuration, Best practice implementation planning session, System Admin and troubleshooting training sessions, Axon instructor training (Train the Trainer), Evidence sharing training, End user go-live training and support sessions, Implementation document packet, Post go-live review.

- 3. Body-Worn Camera Starter Service (Axon Starter). Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

Table with 1 column and 1 row detailing Axon Starter options: System set up and configuration (Remote Support).



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<ul style="list-style-type: none"> • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

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

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

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

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

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

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

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13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

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

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. TASER Upgrade. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. Trade-in. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Agency Size, Days to Return from Start Date of TASER 7 Subscription. Rows include: Less than 100 officers (30 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 6. TASER 7 Subscription Term. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.
7. Access Rights. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. Privacy. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. Termination. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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



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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

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

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.
 - 1.1. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
 - 1.2. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



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6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

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



Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. "API Client" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. "API Interface" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. "Axon Evidence Partner API, API or Axon API" (collectively "API Service") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. "Use" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

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

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

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

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

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

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

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

Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

10.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

2.4. The Full-Time TAM Service options are listed below:

<p>Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining Agency's Axon Evidence account Connecting Agency to "Early Access" programs for new devices</p>
<p>Account Maintenance Conducting on-site training on new features and devices for Agency leadership team(s) Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program Conducting weekly meetings to cover current issues and program status</p>
<p>Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing Agency's Axon usage and trends to peers to establish best practices Proactively monitoring the health of Axon equipment and coordinating returns when needed</p>
<p>Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of Axon equipment Creating and monitoring RMAs on-site Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment</p>
<p>Agency Advocacy Coordinating bi-annual voice of customer meetings with Axon's Device Management team Recording and tracking Agency feature requests and major bugs</p>

3. **Regional TAM Scope of Services**

3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

3.4. The Regional TAM service options are listed below:



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Account Maintenance

Conducting remote training on new features and **devices for Agency's leadership**
Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing an **Agency's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of **Agency meetings with Device Management team**

Recording and tracking Agency feature requests and major bugs

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



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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

- License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
- Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
- Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
- Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
- Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
- Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
- Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
- Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
- U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
 - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified



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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.2

Release Date: 11/29/2023



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that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Agency is responsible for:
 - 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Agency Responsibilities.** Agency is responsible for:
 - 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.
21. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security



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risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.



Master Services and Purchasing Agreement for Agency

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

10. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Agency with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Agency-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Agency warrants that it is appropriate and permissible for Agency to receive the referenced Axon Event offer(s) based on Agency's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
11. **Attendee/Employee Selection.** Agency shall have sole and absolute discretion to select the Agency employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
12. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Agency is intended for the use and benefit of Agency in furtherance of its goals, and not the personal use or benefit of any official or employee of Agency. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Agency's local jurisdiction requires Agency to report or disclose the fair market value of the benefits provided by Axon, Agency shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Agency's compliance with such reporting requirements.
13. **Assignability.** Agency may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
14. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
15. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Agency if Agency or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



Request for Board Action

Agenda Item: 11

Considered By:

Date:

Village Board

12/11/23

Building Review

11/29/23

Commission

09/13/23

Staff Contact: Heather McFarland, Administration

Subject: Adoption of an Ordinance Amending Chapter

150 of the Municipal Code Concerning the Demolition of Buildings and Structures

Summary: The Building Review Commission (BRC) was directed to consider whether changes to the Village's demolition regulations were warranted for structures in the business district and accessory structures in residential districts. Over the course of two meetings, the BRC discussed how the existing regulations could be modified while maintaining architectural and historical preservation interests. The BRC recommends that the Village Board adopt a proposed Ordinance amending Chapter 150 of the Village Code as detailed in the report below.

Background of Matter: At their September 13, 2023, and November 30, 2023, meetings, the Building Review Commission (BRC) met to evaluate existing demolition regulations pertaining to (1) structures in the business district and (2) accessory structures. Specifically, the BRC was asked to consider whether structures in the Business District and accessory structures in residential districts should be evaluated as properties of special importance.

The impetus for review came following Village Board direction for the BRC to evaluate the demolition ordinance and determine whether it supports the newly adopted 2040 Vision for Green Bay Road. The review is part of a global effort to evaluate how Village regulations align with the desire to encourage local businesses that lend to community gathering, in addition to a neighborhood center encompassing a mix of dining, shopping, and retail services. With this direction from the Board, staff felt it would also be an appropriate time to clarify whether accessory structures should be subject to the existing BRC review process.

The Village's current regulations require a demolition permit for all structures in the Business District and all residential zoning districts before any person proceeds with the following type of work:

- (A) The demolition or removal of 50% or more of the floor area; or
- (B) The demolition or removal of 50% or more of the structural elements of the walls or facade of a building (or buildings on the same lot) facing a street.

To receive a permit, except in cases of an emergency, applicants must first have their request reviewed by the Building Review Commission (BRC) to determine whether it is a property of special importance. Properties of special importance are found to have met one criterion as outlined in section 150.055 of the Village Code. Should a property receive this designation, the BRC has the authority to implement a demolition stay period of up to one year.

During the BRC's initial discussion, the commissioners agreed that Business District properties should be evaluated for special importance, but that they should be considered differently than residential properties. As part of this, the commissioners explored the idea of standards

specifically geared towards the Business District. The group also questioned the applicability of the BRC review process for accessory structures in the Village and if such a review process would be onerous to property owners. To aid the BRC in their continued review, staff was asked to research demolition standards for Kenilworth's neighboring communities for discussion at a future meeting.

Evanston, Northfield, Skokie, Winnetka, Wilmette, Glencoe, Glenview, Lake Forest, and Highland Park were each polled on their demolition review procedures for accessory structures and properties in business/commercial districts. The findings among the communities were consistent. For those that have a review requirement for architectural or historical significance, only one set of criteria applied to all applicable districts. Further, no community required a determination of significance for accessory structures on a property.

Business District Demolitions

Based on these findings and goals of the 2040 Vision for Green Bay Road, staff recommended that the BRC consider several code amendment options that ranged from fully exempting Business District properties to no change at all. After extensive discussion, and with no members of the public providing comments, the BRC reached a consensus to amend the Demolition Ordinance to predetermine whether a property in the B: Business District was of special importance.

As part of their recommendation, properties predetermined to be of special importance would enter a one-year demolition stay period upon Village receipt of a complete demolition application and then proceed directly to the Phase II process of demolition review. During this phase, a BRC subcommittee works with a Village-retained architect and the property owner to evaluate whether alternatives to demolition are available. For properties predetermined as being not of special importance, property owners would be permitted to apply for a demolition permit and bypass the BRC review process. The proposed changes would eliminate the initial application review period, architectural and historical research required to evaluate the property against code criteria, and a BRC meeting to determine a property's status of importance. If a property owner disagreed with the determination, they would be permitted to request the BRC's review in line with the current procedure.

In advance of the BRC's discussion, staff retained the Lakota Group and Benjamin Historic Certifications, an architectural/historical assessment group commonly used by the Village, to evaluate Business District properties against the Village's criteria. The report identified eight out of 25 properties in the District as meeting the criteria for special importance. Members of the BRC have reviewed the report and recommend that it be utilized to predetermine a property's designation. The BRC further recommended that the report be periodically updated to ensure properties' significance are accurately reflected.

Accessory Structure Demolition Requirements

Historically the Village has not evaluated detached garages as part of its review for special importance. The Village Code, however, requires review by the BRC for *all* structures on a property. Given past-practice and policies adopted by neighboring communities, staff recommended that the BRC consider excluding accessory structures from the historical/architectural review process.

In light of the unique character of many of Kenilworth's homes, detached garages, coach houses, etc., the BRC discussed in depth how to balance community preservation without overburdening residents with regulatory hurdles. Ultimately the BRC provided consensus that accessory

structures that are designed and capable of functioning as a dwelling unit should continue to be evaluated for special importance. In essence, this provision would require the review of coach houses proposed for demolition. All other accessory structures would be excluded from the review process.

Financial Impact: No immediate financial impact would result from adopting the ordinance.

Recommendation: The Village Attorney has reviewed the BRC's feedback and crafted the enclosed Ordinance amending Chapter 150: Demolitions for the Village Board's review. Staff recommend Village Board approval of the proposed Ordinance.

Attachments:

- Business District Property Survey - Table - Special Importance
- Proposed Ordinance

Key Findings

Evaluation of the survey data indicates that nine buildings meet the Kenilworth Municipal Code criteria for Special Importance. These same buildings are potentially individually eligible for the National Register of Historic Places. Currently, there are no buildings in the survey area that are listed in the National Register of Historic Places either individually, or as part of an historic district.

Table 4.2: Buildings meeting Kenilworth Municipal Code criteria for Special Importance

ADDRESS	CONSTRUCTION DATE	STYLE	LANDMARK RATING
400 Green Bay Road	1930-1935	Tudor Revival	Special Importance
410 Green Bay Road	1935	Tudor Revival	Special Importance
430-440 Green Bay Road	1956	Colonial Revival	Special Importance
450 Green Bay Road	1954-1962	Modern Movement	Special Importance
500-510 Green Bay Road	1953-1959	Modern Movement	Special Importance
554-558 Green Bay Road	1923-1945	Tudor Revival	Special Importance
600 Green Bay Road	1931-1946	Tudor Revival	Special Importance
513-515 Park Drive	1948-1950	Tudor Revival	Special Importance
521-523 Park Drive	1928	Tudor Revival	Special Importance

Buildings of Special Importance

The buildings in Kenilworth’s commercial district changed in use many times. Some alterations were not very radical when a building transitioned from one business use to another, for example, the building at 515 Park Lane started life as a dry cleaner and later a shop that carried fine antiques. Other changes were surprisingly different. The building at 554 Green Bay Road started life as a garage and later transitioned to small business use. The garage was expanded by a 1945 addition, but its design tied back to the original style using brick Tudor Revival detailing. In its completed form, it complements the character of Kenilworth’s early 1930s buildings.

An examination of Kenilworth building permits shows that most changes to buildings were not extreme but accommodated signage and awnings, a reversible way to change a building without compromising its integrity. Many doctors’ and dentists’ offices have occupied and continue to have offices in Kenilworth’s business district. To illustrate this point, the building at 450 Green Bay Road was constructed for dental practice and is in that same use today; dentists are located in many other buildings in the district.

A brief historic profile of the buildings categorized as of Special Importance is provided below, along with the criterion from Code 150.055 that applies to each.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN AMENDMENT TO
CHAPTER 150 OF THE KENILWORTH CODE OF ORDINANCES
CONCERNING DEMOLITION PERMIT REGULATIONS**

Passed by the Board of Trustees this _____ day of _____, 2023

Printed and published in pamphlet form by
authority of the President and Board of Trustees this ____ day of _____, 2023

VILLAGE OF KENILWORTH, ILLINOIS

Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN AMENDMENT TO
CHAPTER 150 OF THE KENILWORTH CODE OF ORDINANCES
CONCERNING DEMOLITION PERMIT REGULATIONS**

WHEREAS, the Village of Kenilworth (“**Village**”) is an Illinois municipal corporation organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) (“**Code**”); and

WHEREAS, the Code (65 ILCS 5/1-3-2; 5/11-30-4) authorizes the Village to regulate the construction and demolition of structures and buildings; and

WHEREAS, the Village previously amended the Village Code to incorporate by reference the International Building Code and establish regulations governing demolition activities; and

WHEREAS, the Village now wishes to amend the Village Code to modify its demolition requirements and procedures, all as set forth in this Ordinance; and

WHEREAS, the President and Board of Trustees find that amending the Village Code in accordance with this Ordinance will promote the public health, safety, and welfare;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

SECTION 1. Recitals. The recitals listed above are incorporated in this Section as the findings of the President and Board of Trustees.

SECTION 2. Section Amended. Village Code Sections 150.024, 150.026, 150.028, 150.040, 150.054, 150.055, 150.056, and 150.075 are amended as follows (additions underlined and deletions ~~struck through~~):

§ 150.024 EMERGENCY PERMIT.

A demolition permit may be issued by the code official without compliance with §§ 150.025 through 150.029, 150.040 through 150.044, 150.054, 150.055, 150.056, 150.070 through 150.076 upon a determination by the code official that the building or structure in question presents a threat to public safety.

* * *

§ 150.026 CONTENT OF APPLICATION.

Except for a demolition permit to be issued pursuant to § 150.024, the application for demolition permit shall include the following:

* * *

(E) Other information and documentation of the type described in this section as the code official or the Building Review Commission may determine to be

reasonably necessary to process the application in accordance with the provisions of this chapter.

(F) The code official may modify or waive the documents and information required to be submitted pursuant to this Section based on the nature of the application and the property involved.

* * *

§ 150.028 PROCESSING OF APPLICATION.

Upon receipt of an application for a demolition permit, the code official, in consultation with a member of the Building Review Commission designated from time to time by the Chair of the Building Review Commission, shall make a final determination as to whether the application is complete within 30 days after the date of filing the application. The code official shall forward any application determined to be complete to the Building Review Commission unless the code official shall determine to issue a demolition permit pursuant to § 150.024 or the application does not require Building Review Commission review, as set forth in § 150.040 and 150.054(C). If the code official, in consultation with a member of the Building Review Commission designated from time to time by the Chair of the Building Review Commission, determines that an application is not complete or otherwise fails to comply with this chapter, the code official shall notify the applicant.

* * *

PRELIMINARY HISTORIC AND ARCHITECTURAL REVIEW

§ 150.040 TIME AND NATURE OF REVIEW.

(A) Except as provided below, the ~~The~~ Building Review Commission shall meet and determine whether the building and/or property that is the subject of the permit application is of special importance under the criteria set forth in § 150.055 within 90 days after the later of:

- (1) The determination that a demolition application is complete; or
- (2) Any filing of a change in or addition to the persons required to be disclosed under §§ 150.026 and 150.027 that is filed after the application is found complete and prior to a determination of special importance on the application.

For the avoidance of doubt, if the subject of a permit application in any residential district is only an accessory structure that is not designed and capable of functioning as a dwelling unit, no Building Review Commission review shall be required and the permit application shall be processed in accordance with the procedures applicable to properties that do not have special importance, all as set forth in § 150.020, et seq.

* * *

§§ 150.045 THROUGH ~~150.054~~ 150.053 RESERVED.

PROPERTIES OF SPECIAL IMPORTANCE

§ 150.054 PREDETERMINATION OF SPECIAL IMPORTANCE FOR CERTAIN BUSINESS DISTRICT PROPERTIES

(A) Subject to § 150.054(B) below, the Building Review Commission finds that the properties identified as having special importance in the Downtown Intensive-Level Survey prepared by Benjamin Historic Certifications and dated June 12, 2023, as amended (“Historic Survey”), have special importance, and, as a result, no further Building Review Commission determination of special importance is necessary for these properties. To provide adequate time for consideration of alternatives to demolition of the existing building or buildings located on any property the Historic Survey designates as having special importance, upon receipt of a demolition permit application, the code official shall order a stay of issuance of the permit for a period ending not later than one year, or a lesser period as the Building Review Commission shall deem appropriate, after the later of the dates below, and the provisions of § 150.056 shall, without limitation, apply to the property:

(1) The Date the code official determines the demolition permit application to be complete in accordance with § 150.028; or

(2) Any filing of a change in or addition to the persons required to be disclosed under § 150.026 and 150.027 that is filed prior to the end of the stay period. The stay order shall be issued to the applicant and the owner.

(B) The owner of a property the Historic Survey identifies as having special importance may, as an alternative to the procedure set forth in § 150.054(A), file an application asking the Building Review Commission to review and determine whether the owner’s property is of special importance, all in accordance with the standards and procedures identified in § 150.030.

(C) The Building Review Commission finds that any property located in the Business District as of the Historic Survey’s date that the Historic Survey does not designate as having special importance is not a property of special importance, and, as a result, (1) no further Building Review Commission determination of special importance is necessary for these properties; and (2) payment of a demolition escrow in accordance with § 150.029 is not required. The applicant for any such property may apply for a demolition permit in accordance with the procedures applicable to properties that do not have special importance, all as set forth in § 150.020, et seq.

(D) The Village will exercise reasonable efforts to update the Historic Survey every 10 years or when practicable.

§ 150.055 CRITERIA FOR PROPERTIES OF SPECIAL IMPORTANCE - GENERALLY.

The Building Review Commission shall determine that the building or property is of special importance if it meets any one or more of the following criteria:

- (A) The structure, building, object or site has significant character, interest or value as part of the historic, cultural or architectural characteristics of the village, the state or the United States;
- (B) The structure, building, object or site is closely identified with a person or persons who significantly contributed to the culture or development of the village, the state or the United States;
- (C) The structure, building, object or site is the result of the notable efforts of, or is a known example of work by, a master builder, designer, architect, architectural firm or artist whose individual accomplishment has influenced the development of the village, the state or the United States;
- (D) The location and physical characteristics of the structure, building, object or site make it an established and important visual feature of the village;
- (E) The activities associated with the structure, building, object or site makes it a current or former focal point of reference in the village;
- (F) The structure, building or object is of a type or is associated with a use once common but now rare, or is a particularly fine or unique example of a utilitarian structure and possesses a high level of integrity or architectural significance;
- (G) The structure, building, object or site represents distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction or use of indigenous materials;
- (H) The structure, building, object or site embodies elements of design, detail, material or craftsmanship of exceptional quality;
- (I) The structure, building, object or site exemplifies a particular architectural style in terms of detail, material and workmanship;
- (J) The structure, building, object or site is one of the relatively limited remaining examples of a particular architectural style;
- (K) The structure, building, object or site is, or is part of, a contiguous grouping that has a sense of cohesiveness expressed through a similarity of style characteristics, time period, type of property, method of construction, or use of indigenous materials and accents the architectural significance of an area;
- (L) The structure, building, object or site is an exceptional example of an historic or vernacular style, or is one of the few remaining properties in the village;
- (M) The structure, building, object or site has a strong association with the life or activities of a person, persons, organization or group who significantly contributed to or participated in historic or cultural events; or

(N) The structure, building, object or site is associated with a notable historic event.

§ 150.056 DETERMINATION OF SPECIAL IMPORTANCE.

If the Building Review Commission shall determine that the proposed demolition will affect a building or property of special importance and ~~issues~~ a stay order is issued pursuant to § 150.043 or 150.054:

(A) The Building Review Commission may require the applicant or owner to prepare and submit one or more of the following:

(1) An engineer's structural analysis report;

(2) An adaptive reuse feasibility study; and/or

(3) A detailed analysis of the estimated cost to repair and rehabilitate the existing building to incorporate features similar to the proposed new construction.

(B) (1) The Building Review Commission may seek outside professional assistance, develop its own summary plan as to how to save the building or perform or procure a detailed analysis of rehabilitation versus new construction alternatives; and

(2) The cost of all reviews, consultations or plans will be borne by the applicant, and shall be paid out of the demolition escrow established pursuant to § 150.029, provided that the costs charged to the applicant shall not exceed the amount established pursuant to § 150.029(C).

(C) The Building Review Commission will call at least one meeting with the applicant or owner to discuss alternatives and offer suggestions and may request additional information from the applicant or owner as reasonably necessary to evaluate the historic and architectural significance of the property or evaluate alternatives to demolition;

(D) The Building Review Commission will seek (through public hearings or otherwise) the opinions of the residents and property owners within 500 feet of the perimeter of the subject property;

(E) The Building Review Commission may at any time request additional information or a conference with the applicant or owner as reasonably necessary to evaluate the historic and architectural significance of the property or evaluate alternatives to demolition; and

(F) In the event that the applicant or owner is unwilling or unable to meet on a timely basis as determined by the Building Review Commission or provide information requested by the Building Review Commission, the Building Review Commission may extend the stay period ordered pursuant to § 150.043 or 150.054 for the duration of the delay until the meeting occurs or information is provided or is determined to be unavailable. Any order for extension of the stay period shall be issued to the applicant and the owner, with a copy to the code official.

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§ 150.075 ISSUANCE OF DEMOLITION PERMIT.

Except as provided in §§ 150.070 through 150.074, a demolition permit shall be approved and issued in the following circumstances:

(A) If the Building Review Commission determines that the subject building or property is not of special importance;

(B) If the Building Review Commission determines that a delay to seek alternatives to demolition is not warranted; ~~or~~

(C) Upon the expiration of the stay period and all extensions of the stay period, unless the applicant shall withdraw or amend the application for demolition permit; or;

(D) If the subject building or property is not subject to special importance review as set forth in §150.040.

SECTION 3. Superseder. In the event a conflict exists between the terms of this Ordinance and any other ordinance or resolution of the Village, the terms of this Ordinance shall govern.

SECTION 4. Severability. If any part, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, in accordance with law, and the provisions of the Village Code amended herein shall be reprinted with the changes.

[Signature page follows]

Passed this ____ day of _____, 2023.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this ____ day of _____, 2023.

Village President

ATTEST:

Village Clerk

BUILDING PERMITS ISSUED BY THE VILLAGE OF KENILWORTH DURING THE MONTH OF NOVEMBER 2023

PERMIT NO.	ADDRESS	TYPE OF WORK	COST OF IMPROVEMENT	PERMIT FEE
PF23-0033	225 LEICESTER RD	FENCE	\$14,682.00	\$60.00
PB23-0145	538 MELROSE AVE	WINDOWS AND DOORS	\$16,500.00	\$495.00
PB23-0082	552 MELROSE AVE	ADDITION	\$898,296.00	\$29,764.11
PB23-0139	423 ABBOTSFORD RD	IRRIGATION	\$6,500.00	\$295.00
PB23-0143	538 MELROSE AVE	ROOF	\$11,500.00	\$345.00
PB23-0028	157 WOODSTOCK AVE	HARDSCAPE	\$97,650.00	\$3,129.50
PB23-0130	520 SHERIDAN RD	ADDITION	\$145,000.00	\$5,430.00
PB23-0142	551 MELROSE AVE	HARDSCAPE	\$10,105.30	\$503.16
PB23-0152	551 Brier Rd	ROOF	\$29,300.00	\$879.00
PB23-0079	240 Kenilworth Ave	HARDSCAPE	\$562,820.53	\$17,084.62
PB23-0151	550 GREENWOOD AVE	ROOF	\$18,495.00	\$554.85
PF23-0034	525 SHERIDAN RD	FENCE WITH ELECTRICAL	\$74,131.00	\$60.00
PB23-0137	506 SHERIDAN RD	GARAGE	\$32,806.00	\$1,084.18
PB23-0109	624 EXMOOR RD	PLUMBING	\$5,000.00	\$250.00
PB23-0161	720 CUMMINGS AVE	ROOF	\$56,390.00	\$1,691.70
PB23-0092	405 SHERIDAN RD	PATIO	\$78,640.00	\$2,559.20
PSS23-0002	405 SHERIDAN RD	STEEP SLOPE	\$27,850.00	\$1,875.50
TOTAL IN NOVEMBER 2023			\$2,085,665.83	\$66,060.82
PERMITS ISSUED IN NOVEMBER 2023	17			
ISSUED IN NOVEMBER 2022	12	Nov-22	\$1,427,013.00	\$48,975.39
Total Permits Issued 2023 Fiscal Year	147	2023 Fiscal Year To Date	\$9,690,292.71	\$310,743.58

PERIOD ENDING 11/30/2023
% Fiscal Year Completed: 91.51
MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND
REVENUES AND EXPENSES BOOKED AS OF 12/07/23

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 11/30/2022	YTD BALANCE 11/30/2023	% BDGT USED		
		2022 AMENDED BUDGET	2023 AMENDED BUDGET					
Fund 01 - GENERAL FUND								
01-100-3001	CURRENT TAX LEVY	2,172,046.00	2,390,800.00	1,693.08	666,629.42	1,257,847.90	2,335,456.69	97.69
01-100-3002	CURRENT TAX LEVY POLPEN	780,000.00	800,000.00	667.05	95,112.32	439,926.35	643,457.41	80.43
01-100-3004	REPLACEMENT TAX	123,200.00	66,300.00	0.00	0.00	119,327.11	101,282.70	152.76
01-100-3005	STATE SALES TAX	157,000.00	65,000.00	11,549.41	0.00	143,980.20	168,044.75	258.53
01-100-3006	STATE INCOME TAX	415,000.00	304,265.00	25,679.57	0.00	386,609.79	349,133.80	114.75
01-100-3007	LOCAL USE TAX	92,500.00	78,585.00	8,017.35	0.00	90,924.99	83,833.98	106.68
01-100-3008	CONSUMPTION TAX	3,623.00	4,500.00	329.06	0.00	3,805.52	3,185.99	70.80
01-100-3010	UTILITY TAX-COMED	91,500.00	92,000.00	5,963.43	6,653.67	84,565.03	81,257.30	88.32
01-100-3011	UTILITY TAX-NICOR	118,000.00	70,000.00	9,028.83	0.00	102,261.93	79,692.12	113.85
01-100-3012	UTILITY TAX-TELECOM	35,000.00	34,000.00	3,558.32	0.00	35,635.51	31,078.41	91.41
01-100-3020	911 DISBURSEMENT - JETSB FUNDS	92,000.00	85,000.00	6,904.53	6,977.91	90,939.76	89,071.00	104.79
01-100-3029	MISC TAX-FOREIGN FIRE TAX	18,500.00	20,000.00	0.00	0.00	19,570.28	17,156.74	85.78
01-100-3101	CIRCUIT COURT FINES	200.00	750.00	0.00	0.00	1,721.00	748.37	99.78
01-100-3102	VILLAGE ORDINANCE FINES	41,000.00	18,000.00	10,483.50	1,155.00	41,486.50	32,367.46	179.82
01-100-3103	DUI FINES	100.00	0.00	0.00	0.00	0.00	0.00	0.00
01-100-3104	VEHICLE TAX FUND	100.00	0.00	0.00	0.00	0.00	0.00	0.00
01-100-3201	VEHICLE LICENSE	96,000.00	100,000.00	2,010.00	310.00	102,066.37	78,090.00	78.09
01-100-3202	ANIMAL LICENSE	1,950.00	2,000.00	10.00	20.00	2,000.00	1,540.00	77.00
01-100-3203	LIQUOR LICENSE	2,500.00	3,000.00	0.00	3,750.00	45.00	3,750.00	125.00
01-100-3301	PERMITS-BUILDING	425,000.00	380,000.00	16,749.07	58,426.46	418,256.95	329,540.05	86.72
01-100-3306	PLAN REVIEW	34,000.00	27,000.00	550.00	4,855.23	29,597.09	34,007.23	125.95
01-100-3307	ZONING REVIEW	3,500.00	5,500.00	150.00	750.00	6,938.00	5,550.00	100.91
01-100-3308	ZBA FILING FEE	1,200.00	1,050.00	0.00	350.00	2,800.00	5,900.00	561.90
01-100-3309	BRC (DEMO) FILING FEES	350.00	350.00	0.00	0.00	350.00	1,050.00	300.00
01-100-3310	TREE PERMIT	40,500.00	500.00	0.00	100.00	40,776.25	300.00	60.00
01-100-3311	ARC FILING FEE	700.00	700.00	0.00	350.00	1,750.00	700.00	100.00
01-100-3312	RE-INSPECTION FEE	500.00	750.00	0.00	75.00	3,025.00	1,790.94	238.79
01-100-3398	CONSTRUCTION PARKING PERMITS	300.00	1,000.00	612.00	30.00	6,357.00	1,680.00	168.00
01-100-3399	PERMITS-PARKING	7,000.00	8,000.00	28.00	403.00	10,688.00	11,134.00	139.18
01-100-3401	AMBULANCE USERS FEE	17,000.00	19,000.00	1,681.46	2,318.38	22,293.25	18,471.99	97.22
01-100-3402	SPECIAL EVENT & USE FEE	500.00	750.00	0.00	75.00	1,975.00	3,425.00	456.67
01-100-3403	ELEVATOR INSPECTIONS	0.00	500.00	0.00	0.00	0.00	150.00	30.00
01-100-3404	FIRE AND BURGLAR ALARM FEES	5,750.00	6,000.00	150.00	50.00	6,775.00	2,875.00	47.92
01-100-3405	YARD WASTE STICKERS	10,000.00	1,100.00	1,892.50	2,580.00	9,792.50	9,687.50	880.68
01-100-3407	SPECIAL DUTY DETAIL	5,000.00	5,000.00	0.00	975.00	3,085.00	2,475.00	49.50
01-100-3432	REFUSE & RECYCLING FEES	96,000.00	96,000.00	8,000.00	8,000.00	84,584.05	88,991.27	92.70
01-100-3436	ANTENNA LEASE FEES	98,400.00	176,688.00	9,600.00	55,151.20	95,013.18	246,607.84	139.57
01-100-3499	MISCELLANEOUS FEES	0.00	10.00	0.00	1.00	10.00	1.50	15.00
01-100-3501	CABLE TV FRANCHISE FEE	50,000.00	51,000.00	12,999.52	12,413.15	51,949.99	51,384.44	100.75
01-100-3603	STATE GRANTS	0.00	0.00	0.00	0.00	835.00	0.00	0.00
01-100-3605	GRANTS - MISC	0.00	0.00	0.00	0.00	30.96	0.00	0.00
01-100-3701	INTEREST INCOME	77,600.00	30,000.00	11,328.05	4,520.20	50,805.47	172,903.84	576.35
01-100-3801	INSURANCE PROCEEDS (IRMA)	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00
01-100-3903	GIFTS & CONTRIBUTIONS	0.00	0.00	0.00	0.00	(160.44)	0.00	0.00
01-100-3904	TREE CONTRIBUTIONS	16,000.00	500.00	0.00	0.00	3,770.00	3,319.00	663.80
01-100-3960	RECYCLING INCENTIVE PROGRAM	0.00	2,500.00	0.00	0.00	3,334.27	1,715.11	68.60
01-100-3989	OTHER INCOME	2,500.00	7,000.00	2,418.40	1,243.36	10,604.08	4,706.53	67.24
01-100-3992	FUND TRANSFER IN	0.00	8,500.00	0.00	0.00	0.00	0.00	0.00
01-100-4010	REGULAR SALARIES	220,503.00	339,299.00	18,608.90	19,148.84	198,425.27	213,182.28	62.83
01-100-4019	MERIT-VACATION BUY BACK	23,500.00	19,500.00	0.00	0.00	0.00	3,250.00	16.67
01-100-4021	PART TIME SALARIES	0.00	0.00	0.00	3,349.50	0.00	22,301.45	100.00
01-100-4023	AUTO ALLOWANCE	4,800.00	4,800.00	400.00	400.00	4,400.00	4,400.00	91.67
01-100-4028	EMPLOYEE BENEFITS-MEDICAL	25,657.00	15,754.00	(339.90)	2,087.28	17,546.00	20,483.48	130.02
01-100-4029	EMPLOYEE BENEFITS-DENTAL	1,304.00	1,049.00	(22.35)	125.81	1,183.06	1,302.06	124.19
01-100-4030	EMPLOYEE BENEFITS-LIFE	377.00	395.00	0.00	107.31	590.65	623.79	157.92

PERIOD ENDING 11/30/2023

% Fiscal Year Completed: 91.51

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 12/07/23

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 11/30/2022	YTD BALANCE 11/30/2023	% BDGT USED		
		2022 AMENDED BUDGET	2023 AMENDED BUDGET					
Fund 01 - GENERAL FUND								
01-100-4031	FICA & MEDICARE-EMPLOYER	17,159.00	19,439.00	909.14	1,206.95	14,970.69	17,831.17	91.73
01-100-4032	IMRF-EMPLOYER	20,760.00	3,764.00	1,336.10	289.16	14,484.03	3,268.11	86.83
01-100-4033	UNEMPLOYMENT-EMPLOYER	255.00	202.00	0.00	0.00	433.36	464.56	229.98
01-100-4039	EMPLOYEE BENEFITS-OTHER	0.00	29,482.00	0.00	0.00	0.00	0.00	0.00
01-100-4040	IMRF- ADDITIONAL CONTRIBUTION	0.00	25,000.00	0.00	0.00	0.00	0.00	0.00
01-100-5021	AUDITING	22,915.00	24,925.00	0.00	0.00	28,940.00	23,600.00	94.68
01-100-5022	JULIE FEES	1,100.00	1,550.00	0.00	684.96	1,464.36	684.96	44.19
01-100-5023	PLAN REVIEW & INSPECT. SERVICE	41,000.00	56,250.00	2,813.81	6,779.66	35,738.18	53,519.08	95.15
01-100-5036	PRINTING AND PUBLISHING	10,060.00	9,080.00	241.18	188.88	7,223.96	9,690.33	106.72
01-100-5041	TELEPHONE	3,350.00	2,435.00	211.22	192.51	2,210.99	1,942.02	79.75
01-100-5042	CELL PHONE	800.00	650.00	47.22	47.30	744.02	703.49	108.23
01-100-5051	MISCELLANEOUS SERVICE	4,500.00	4,500.00	347.17	0.00	4,408.54	8,318.35	184.85
01-100-5071	POSTAGE	4,400.00	4,620.00	329.20	122.96	3,319.30	2,961.67	64.11
01-100-5091	DUES, MEMBERSHIPS & SUBSCRIPT	9,720.00	11,558.00	1,017.73	938.00	8,080.63	11,333.38	98.06
01-100-5092	PROFESSIONAL SERVICES	21,722.00	17,215.00	265.00	0.00	9,167.24	15,554.85	90.36
01-100-5093	PROF SERVICE-FINANCE	92,880.00	63,972.00	6,941.00	4,961.25	64,476.00	67,128.37	104.93
01-100-5095	PROF SERVICES-BPZ-MISC	78,048.00	81,264.00	5,046.70	4,658.38	51,698.30	57,010.95	70.16
01-100-5096	PROF SERVICES-PLANNING	35,000.00	30,950.00	175.00	780.25	27,060.17	26,173.61	84.57
01-100-5098	PROF SERVICES-HISTORIC PRESERV	4,500.00	3,000.00	0.00	0.00	1,050.00	4,000.00	133.33
01-100-5099	PROF SERVICES-ECON DEVELOPMENT	500.00	22,500.00	0.00	0.00	558.71	0.00	0.00
01-100-5100	PROFESSIONAL SERVICES-IT	46,854.00	48,518.00	7,560.58	6,701.71	34,677.43	38,551.59	79.46
01-100-5177	REPAIR/MAINT COMPUTER EQUIP	250.00	0.00	0.00	0.00	0.00	0.00	0.00
01-100-5178	REPAIR/MAINT VEHICLE & EQUIP	150.00	0.00	0.00	0.00	0.00	0.00	0.00
01-100-6024	OFFICE SUPPLIES	2,500.00	2,500.00	34.47	0.00	1,222.52	1,298.81	51.95
01-100-6025	OTHER SUPPLIES	500.00	550.00	374.97	0.00	2,901.91	826.84	150.33
01-100-7003	RECRUITMENT & TRAINING	1,250.00	1,500.00	50.00	0.00	3,139.00	7,145.87	476.39
01-100-7005	MISCELLANEOUS EXPENSE	1,500.00	2,200.00	580.42	(500.00)	2,123.03	1,793.90	81.54
01-100-7006	MEETINGS & CONFERENCES	5,135.00	3,860.00	59.96	0.00	4,960.44	2,221.98	57.56
01-100-7030	VILLAGE EVENTS	3,000.00	3,000.00	0.00	0.00	0.00	182.70	6.09
01-100-7395	FUNDS TRANSFER OUT	500,000.00	0.00	0.00	0.00	0.00	0.00	0.00
01-100-8001	OFFICE FURNITURE	0.00	0.00	0.00	0.00	0.00	40.95	100.00
01-100-8003	SOFTWARE	17,353.00	23,000.00	887.97	0.00	18,049.02	8,207.17	35.68
01-100-8004	COMPUTER EQUIPMENT	3,500.00	0.00	0.00	0.00	940.12	566.45	100.00
01-200-5001	MAINTENANCE OF OFFICE EQUIP	2,000.00	1,205.00	325.00	0.00	1,184.51	325.00	26.97
01-200-5004	INSURANCE-GENERAL LIABILITY	116,547.00	117,672.00	0.00	0.00	113,146.00	90,496.50	76.91
01-200-5005	INSURANCE-WORKERS COMP	17,345.00	17,583.00	0.00	0.00	16,907.00	37,616.26	213.94
01-200-5024	VILLAGE ATTORNEY-BASE	67,000.00	64,100.00	8,602.31	2,404.50	57,702.48	34,713.01	54.15
01-200-5025	VILLAGE PROSECUTOR	4,025.00	4,800.00	175.00	175.00	3,027.50	3,150.00	65.63
01-200-5027	VILL ATTORNEY-COMP PLAN & COMM	0.00	8,000.00	0.00	4,323.50	4,967.50	17,387.00	217.34
01-200-5028	VILL ATTORNEY ZONING/ZBA	10,000.00	10,000.00	318.50	0.00	5,831.00	4,652.50	46.53
01-200-5029	VILL ATTORNEY-SUBDIVISIONS	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00
01-200-5044	INTERNET SERVICES	1,800.00	2,511.00	418.24	209.56	1,868.07	1,883.68	75.02
01-300-4010	MAINTENANCE SALARIES	14,666.00	14,867.00	1,118.73	1,181.16	12,341.98	12,951.35	87.11
01-300-4011	OVERTIME	600.00	1,000.00	4.49	11.77	360.85	425.89	42.59
01-300-4019	MERIT-VACATION BUY BACK	0.00	150.00	0.00	0.00	0.00	0.00	0.00
01-300-4028	EMPLOYEE BENEFITS-MEDICAL	3,568.00	4,163.00	(40.39)	300.39	2,615.51	2,817.62	67.68
01-300-4029	EMPLOYEE BENEFITS-DENTAL	262.00	268.00	(2.72)	10.22	170.09	166.55	62.15
01-300-4031	FICA & MEDICARE EMPLOYER	1,122.00	1,214.00	82.42	87.22	950.40	973.94	80.23
01-300-4032	IMRF-EMPLOYER	1,053.00	240.00	80.63	18.00	928.89	195.02	81.26
01-300-5046	OUTSIDE MAINT-TRAIN STATION	4,200.00	4,000.00	346.64	390.30	2,104.32	3,755.20	93.88
01-300-5047	OUTSIDE MAINT SERVICES-PW	5,600.00	7,000.00	0.00	0.00	4,847.42	10,363.78	148.05
01-300-5048	OUTSIDE MAINT SERVICE-VIL HALL	16,500.00	16,750.00	1,390.49	1,320.00	17,230.49	15,296.88	91.32
01-300-5092	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	50.00	50.00	100.00
01-300-6023	JANITORIAL SUPPLIES	1,800.00	1,600.00	220.91	224.86	1,842.73	1,612.07	101.09
01-300-6024	BLDG REPAIRS-TRAIN STATION	500.00	500.00	0.00	224.91	38.69	224.91	44.98

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Fund 01 - GENERAL FUND								
01-300-6025	BLDG REPAIRS-VILLAGE HALL	5,500.00	7,000.00	61.93	0.00	1,260.33	5,814.31	83.06
01-300-6026	BLDG REPAIRS-PUBLIC WORKS	1,500.00	6,000.00	107.96	0.00	545.07	7,251.33	120.86
01-300-6027	MAINT & CONSTRUCTION SUPPLIES	2,000.00	2,000.00	241.11	331.75	4,035.08	1,748.14	87.41
01-300-6028	HEATING, ELECT & WATER UTIL	3,000.00	3,000.00	0.00	812.44	649.76	3,059.53	101.98
01-300-8002	MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	147.23	100.00
01-300-8007	BLDG IMPROVEMENT & ALTERATIONS	0.00	0.00	0.00	39.98	0.00	39.98	100.00
01-400-4010	REGULAR SALARIES	187,064.00	200,880.00	15,467.28	16,199.47	168,437.42	177,755.03	88.49
01-400-4011	OVER TIME SALARIES	6,700.00	10,000.00	46.72	122.31	3,753.69	4,429.66	44.30
01-400-4019	MERIT-VACATION BUY BACK	0.00	1,560.00	0.00	0.00	0.00	0.00	0.00
01-400-4028	EMPLOYEE BENEFITS-MEDICAL	37,110.00	43,292.00	(487.76)	3,318.98	29,102.62	31,178.40	72.02
01-400-4029	EMPLOYEE BENEFITS-DENTAL	2,723.00	2,791.00	(33.44)	190.04	1,885.34	1,911.42	68.49
01-400-4030	EMPLOYEE BENEFITS-LIFE	371.00	374.00	0.00	113.70	246.35	665.52	177.95
01-400-4031	FICA & MEDICARE EMPLOYER	13,634.00	14,639.00	1,144.01	1,200.04	12,913.08	13,350.43	91.20
01-400-4032	IMRF EMPLOYER	12,796.00	3,184.00	1,113.93	246.44	12,586.09	2,780.27	87.32
01-400-4033	UNEMPLOYMENT EMPLOYER	350.00	195.00	0.00	0.00	594.79	448.45	229.97
01-400-5041	TELEPHONE	900.00	900.00	58.22	65.06	757.48	664.03	73.78
01-400-5042	CELLULAR PHONE SERVICE	1,500.00	2,220.00	183.08	174.90	1,668.45	1,494.44	67.32
01-400-5048	OUTSIDE MAINTENANCE SERVICE	31,000.00	32,000.00	3,469.05	9,057.77	23,985.74	25,366.83	79.27
01-400-5091	DUES, MEMBERSHIP & SUBSCRIPTION	660.00	600.00	0.00	25.00	0.00	7,242.50	1,207.08
01-400-5093	PROF SERVICE-FINANCE	2,042.00	2,144.00	0.00	183.75	0.00	1,480.18	69.04
01-400-5178	REPAIR/MAINT VEHICLES & EQUIP	15,500.00	10,000.00	30.56	0.00	13,095.84	9,965.19	99.65
01-400-5184	SIGNS-TRAFFIC & STREETS	1,250.00	1,500.00	0.00	0.00	1,371.73	1,667.03	111.14
01-400-5346	EQUIPMENT RENTAL	4,000.00	4,000.00	0.00	0.00	3,825.97	1,187.50	29.69
01-400-6024	OFFICE SUPPLIES	300.00	300.00	0.00	0.00	224.66	0.00	0.00
01-400-6025	OTHER SUPPLIES	1,000.00	1,000.00	33.48	0.00	1,257.28	1,797.66	179.77
01-400-6027	MAINT & CONSTRUCTION SUPPLIES	9,000.00	15,000.00	0.00	73.84	9,212.91	13,919.83	92.80
01-400-6028	HEATING, ELECT & WATER UTIL	1,500.00	0.00	0.00	0.00	134.74	504.32	100.00
01-400-6029	UNIFORMS	2,300.00	3,000.00	64.77	355.61	2,140.64	2,775.34	92.51
01-400-6036	SAFETY EQUIPMENT	500.00	500.00	281.71	0.00	1,865.67	325.94	65.19
01-400-6038	SNOW REMOVAL SUPPLIES	25,000.00	30,000.00	0.00	0.00	22,926.88	22,417.04	74.72
01-400-7002	FUEL	17,000.00	12,000.00	916.29	710.42	8,939.03	6,662.69	55.52
01-400-7003	RECRUITMENT & TRAINING	1,000.00	700.00	0.00	0.00	48.00	1,517.25	216.75
01-400-7005	MISCELLANEOUS EXPENSE	0.00	500.00	0.00	220.48	2,524.58	713.96	142.79
01-400-8002	MACHINERY & EQUIPMENT	750.00	500.00	0.00	0.00	683.16	596.28	119.26
01-400-8003	COMPUTER SOFTWARE	1,500.00	2,194.00	0.00	0.00	1,353.30	1,786.52	81.43
01-500-4010	REGULAR SALARIES	29,966.00	34,423.00	2,516.23	2,536.37	27,150.30	27,781.46	80.71
01-500-4019	MERIT-VACATION BUY BACK	0.00	3,000.00	0.00	0.00	0.00	500.00	16.67
01-500-4028	EMPLOYEE BENEFITS-MEDICAL	3,722.00	3,796.00	(47.46)	584.37	4,541.36	5,817.05	153.24
01-500-4029	EMPLOYEE BENEFITS-DENTAL	238.00	334.00	(3.12)	13.34	188.07	201.12	60.22
01-500-4031	FICA & MEDICARE EMPLOYER	2,294.00	2,633.00	111.65	112.84	1,989.80	2,042.89	77.59
01-500-4032	IMRF EMPLOYER	2,152.00	520.00	180.66	38.30	1,981.52	427.07	82.13
01-500-5093	PROF SERVICE-FINANCE	2,042.00	2,144.00	0.00	183.75	0.00	1,480.18	69.04
01-500-5663	WASTE DUMPING CHARGE	42,000.00	55,040.00	0.00	0.00	42,765.77	47,975.59	87.16
01-500-5664	LEAF PICKUP	12,500.00	12,500.00	0.00	0.00	12,500.00	12,500.00	100.00
01-600-5091	DUES & SUBSCRIPTIONS	575.00	575.00	0.00	0.00	575.00	2,227.50	387.39
01-600-5092	PROFESSIONAL SERVICES	2,400.00	5,200.00	426.25	503.75	4,651.27	5,860.02	112.69
01-600-5766	WINTER TREE TRIMMING	14,000.00	14,000.00	0.00	0.00	13,936.50	14,000.00	100.00
01-600-5767	TREE REMOVAL & TRIMMING	32,000.00	30,000.00	540.00	2,700.00	28,643.00	31,110.00	103.70
01-600-5768	TREE PLANTING PROGRAM	16,000.00	10,000.00	0.00	0.00	15,137.00	2,235.00	22.35
01-600-6027	MAINT & CONSTRUCTION SUPPLIES	1,000.00	1,000.00	0.00	39.66	753.41	91.64	9.16
01-700-4010	REGULAR SALARIES	14,666.00	14,867.00	1,118.79	1,181.22	12,342.42	12,951.84	87.12
01-700-4011	OVERTIME SALARIES	500.00	500.00	4.49	11.77	361.00	425.98	85.20
01-700-4019	MERIT-VACATION BUY BACK	500.00	150.00	0.00	0.00	0.00	0.00	0.00
01-700-4028	EMPLOYEE BENEFITS-MEDICAL	3,568.00	4,163.00	(40.41)	300.38	2,615.46	2,817.08	67.68
01-700-4029	EMPLOYEE BENEFITS-DENTAL	262.00	268.00	(2.74)	10.22	169.97	166.50	62.13

PERIOD ENDING 11/30/2023

% Fiscal Year Completed: 91.51

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 12/07/23

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 11/30/2022	YTD BALANCE 11/30/2023	% BDGT USED
		2022 AMENDED BUDGET	2023 AMENDED BUDGET			
Fund 01 - GENERAL FUND						
01-700-4031	FICA & MEDICARE EMPLOYER	1,160.00	1,176.00	82.41	87.26	950.40
01-700-4032	IMRF EMPLOYER	1,089.00	232.00	80.64	18.01	928.94
01-700-5048	OUTSIDE MAINTENANCE SERVICE	4,500.00	5,700.00	0.00	0.00	3,896.74
01-700-5178	REPAIR/MAINT VEHICLES & EQUIP	2,000.00	1,950.00	0.00	0.00	954.00
01-700-5346	EQUIPMENT RENTAL	1,000.00	500.00	0.00	0.00	0.00
01-700-6025	OTHER SUPPLIES	4,000.00	3,000.00	1,676.26	0.00	2,936.86
01-700-6028	HEATING, ELECT & WATER UTIL	7,500.00	8,200.00	237.77	916.18	6,566.09
01-700-7002	FUEL	500.00	800.00	53.52	41.49	522.09
01-700-8015	CABLING, POSTS & LANTERNS	2,000.00	3,000.00	50.23	0.00	2,424.21
01-800-3402	BEACH FEES	43,000.00	47,000.00	0.00	0.00	48,310.00
01-800-3989	OTHER INCOME	0.00	0.00	0.00	0.00	1,065.00
01-800-4021	PART TIME SALARIES	32,000.00	35,500.00	0.00	0.00	33,259.50
01-800-4031	FICA & MEDICARE EMPLOYER	2,695.00	2,216.00	0.00	0.00	2,544.35
01-800-4033	UNEMPLOYMENT EMPLOYER	325.00	257.00	0.00	0.00	552.31
01-800-5036	PRINTING & PUBLISHING	726.00	750.00	0.00	0.00	733.00
01-800-5041	TELEPHONE	795.00	820.00	63.25	70.10	749.06
01-800-5051	MISCELLANEOUS SERVICES	653.00	0.00	0.00	0.00	0.00
01-800-5054	LABORATORY SERVICES	1,200.00	890.00	0.00	1,196.00	884.00
01-800-5091	DUES, MEMBERSHIPS & SUBSCRIPT	0.00	0.00	0.00	0.00	0.00
01-800-5346	EQUIPMENT RENTAL	500.00	500.00	0.00	0.00	0.00
01-800-6025	OTHER SUPPLIES	1,547.00	1,500.00	0.00	0.00	1,251.56
01-800-7003	RECRUITMENT & TRAINING	179.00	570.00	0.00	0.00	525.00
01-800-8002	MACHINERY & EQUIPMENT	750.00	0.00	0.00	0.00	0.00
01-800-8007	FACILITY IMPROVE & ALTERATIONS	4,200.00	6,100.00	0.00	0.00	5,194.37
01-900-4010	REGULAR SALARIES	870,650.00	912,498.00	67,311.35	66,385.66	773,357.38
01-900-4011	OVERTIME SALARIES	65,000.00	45,000.00	2,522.49	6,026.50	55,836.30
01-900-4019	MERIT-VACATION BUY BACK	12,733.00	5,000.00	0.00	0.00	9,700.00
01-900-4021	PART TIME SALARIES	106,801.00	135,594.00	11,673.75	7,845.68	86,085.32
01-900-4023	AUTO ALLOWANCE	4,800.00	4,800.00	0.00	400.00	3,600.00
01-900-4028	EMPLOYEE BENEFITS-MEDICAL	197,192.00	201,003.00	(2,104.55)	16,845.81	144,925.29
01-900-4029	EMPLOYEE BENEFITS-DENTAL	12,477.00	11,719.00	(134.10)	946.42	8,581.01
01-900-4030	EMPLOYEE BENEFITS-LIFE	1,092.00	1,174.00	0.00	464.91	1,310.65
01-900-4031	FICA & MEDICARE EMPLOYER	30,718.00	40,444.00	3,127.14	3,220.11	27,550.88
01-900-4032	IMRF EMPLOYER	3,644.00	791.00	274.94	63.40	3,313.04
01-900-4033	UNEMPLOYMENT EMPLOYER	1,494.00	1,693.00	0.00	0.00	2,408.07
01-900-4035	DEF CONTRIB PLAN	0.00	0.00	0.00	1,542.04	0.00
01-900-4050	TRANSFER OF LEVY FUNDS-POLPEN	780,000.00	800,000.00	667.05	95,112.32	439,926.35
01-900-4051	TRANS TO POLPEN-EXTRA	50,000.00	100,000.00	0.00	0.00	0.00
01-900-5001	MAINT OF OFFICE EQUIPMENT	100.00	100.00	0.00	0.00	0.00
01-900-5036	PRINTING AND PUBLISHING	1,000.00	800.00	64.60	0.00	596.24
01-900-5041	TELEPHONE	2,100.00	2,100.00	172.81	157.51	1,810.89
01-900-5042	CELLULAR PHONE SERVICE	3,600.00	3,816.00	327.55	180.41	2,629.44
01-900-5048	OUTSIDE MAINTENANCE SERVICES	1,100.00	1,650.00	0.00	0.00	1,321.62
01-900-5053	CRIMINAL JUSTICE CONNECTIVITY	3,800.00	4,200.00	187.16	0.00	3,641.74
01-900-5054	RADIO SYSTEM AIR TIME	5,800.00	5,800.00	460.00	556.00	5,992.40
01-900-5071	POSTAGE	200.00	200.00	12.60	0.00	28.04
01-900-5091	DUES, MEMBERSHIPS & SUBSCRIPT	9,655.00	25,939.00	210.06	594.96	9,384.80
01-900-5093	MUNICIPAL PARTNERSHIPS	22,467.00	25,539.00	0.00	183.75	19,453.00
01-900-5095	PROFESSIONAL SERVICES-DISPATCH	199,830.00	208,500.00	0.00	0.00	199,240.00
01-900-5177	REPAIR/MAINT COMPUTER EQUIP	500.00	500.00	0.00	0.00	0.00
01-900-5178	REPAIR/MAINT VEHICLES & EQUIP	6,500.00	10,000.00	171.00	1,890.89	9,093.84
01-900-6024	OFFICE SUPPLIES	2,200.00	2,200.00	67.45	0.00	1,258.41
01-900-6025	OTHER SUPPLIES	6,800.00	6,525.00	114.74	455.42	109.80
01-900-6029	UNIFORMS-PERSON PROTECT EQUIP	7,700.00	9,000.00	930.24	227.83	7,507.60
01-900-7002	FUEL	11,000.00	17,000.00	1,266.98	1,537.43	12,918.75

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 11/30/2023
% Fiscal Year Completed: 91.51
MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND
REVENUES AND EXPENSES BOOKED AS OF 12/07/23

GL NUMBER	DESCRIPTION	2022		2023		ACTIVITY FOR	ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		AMENDED BUDGET	AMENDED BUDGET	MONTH	MONTH	11/30/2022	11/30/2023	11/30/2022	11/30/2023	USED
Fund 01 - GENERAL FUND										
01-900-7003	RECRUITMENT & TRAINING	8,938.00	11,000.00	761.21	0.00	8,517.61	22,805.06	207.32		
01-900-7004	COMMUNITY SERVICE	3,000.00	3,500.00	30.14	0.00	3,314.18	2,861.22	81.75		
01-900-7005	MISCELLANEOUS EXPENSE	3,700.00	750.00	0.00	0.00	1,181.47	2,081.84	277.58		
01-900-7006	MEETINGS & CONFERENCES	400.00	400.00	43.65	90.50	191.43	1,084.71	271.18		
01-900-7103	DUI FUND EXPENSES	0.00	8,500.00	0.00	0.00	0.00	9,370.00	110.24		
01-900-8001	OFFICE FURNITURE	500.00	500.00	0.00	0.00	(208.00)	0.00	0.00		
01-900-8002	MACHINERY & EQUIPMENT	500.00	600.00	0.00	0.00	0.00	0.00	0.00		
01-900-8003	SOFTWARE	1,350.00	1,350.00	0.00	0.00	2,588.30	2,986.72	221.24		
01-900-8004	COMPUTER EQUIPMENT	8,000.00	0.00	0.00	0.00	(484.00)	304.38	100.00		
01-950-4010	REGULAR SALARIES	14,306.00	14,959.00	1,150.02	1,000.01	12,707.57	11,275.17	75.37		
01-950-4028	EMPLOYEE BENEFITS-MEDICAL	2,705.00	2,759.00	0.00	55.09	2,052.98	170.76	6.19		
01-950-4029	EMPLOYEE BENEFITS-DENTAL	171.00	162.00	0.00	(1.94)	129.01	92.01	56.80		
01-950-4031	MEDICARE	207.00	217.00	87.98	12.61	290.23	319.50	147.24		
01-950-5051	MISCELLANEOUS SERVICES	1,350.00	1,600.00	130.48	158.00	1,696.18	1,894.19	118.39		
01-950-5156	FIRE PROTECTION	531,069.00	456,070.00	0.00	0.00	531,069.32	456,062.32	100.00		
01-950-8002	FOREIGN FIRE EXPENSES	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00		
Fund 01 - GENERAL FUND:										
TOTAL REVENUES		5,195,019.00	5,010,598.00	152,053.13	933,275.30	3,837,323.84	5,161,206.58	103.01		
TOTAL EXPENDITURES		5,131,693.00	4,939,603.00	180,189.80	313,090.41	3,776,129.51	4,128,884.83	83.59		
NET OF REVENUES & EXPENDITURES		63,326.00	70,995.00	(28,136.67)	620,184.89	61,194.33	1,032,321.75	1,454.08		

PERIOD ENDING 11/30/2023
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MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND
REVENUES AND EXPENSES BOOKED AS OF 12/07/23

GL NUMBER	DESCRIPTION	ACTIVITY FOR		ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		2022	2023	MONTH			
		AMENDED BUDGET	AMENDED BUDGET	11/30/22	11/30/2022	11/30/2023	USED
Fund 02 - SEWER SERVICE FUND							
02-100-3430	SEWER CHARGES	102,000.00	101,500.00	16,604.36	94,477.70	99,346.33	97.88
02-100-3701	INTEREST INCOME	300.00	20,000.00	734.61	3,176.13	14,415.78	72.08
02-100-3989	OTHER INCOME	208.00	150.00	0.00	100.00	0.00	0.00
02-100-4010	REGULAR SALARIES	38,132.00	38,263.00	2,908.79	32,090.53	33,674.44	88.01
02-100-4011	OVERTIME SALARIES	0.00	1,000.00	11.68	938.44	1,107.39	110.74
02-100-4019	MERIT-VACATION BUY BACK	390.00	390.00	0.00	0.00	0.00	0.00
02-100-4028	EMPLOYEE BENEFITS-MEDICAL	9,278.00	10,823.00	(112.09)	5,823.54	6,347.45	58.65
02-100-4029	EMPLOYEE BENEFITS-DENTAL	574.00	597.00	(7.09)	441.94	336.32	56.34
02-100-4030	EMPLOYEE BENEFITS-LIFE	48.00	49.00	0.00	0.00	0.00	0.00
02-100-4031	FICA & MEDICARE-EMPLOYER	2,917.00	2,957.00	214.32	2,471.35	2,532.27	85.64
02-100-4032	IMRF-EMPLOYER	2,738.00	584.00	209.70	2,415.44	507.14	86.84
02-100-4033	UNEMPLOYMENT-EMPLOYER	45.00	49.00	0.00	76.48	112.68	229.96
02-100-5048	OUTSIDE MAINTENANCE SERVICES	18,000.00	8,000.00	5,000.00	8,395.90	9,570.00	119.63
02-100-5091	DUES, MEMBERSHIPS & SUBSCRIPT	0.00	0.00	0.00	0.00	2,227.50	100.00
02-100-5178	REPAIR/MAINT VEHICLES & EQUIP	1,500.00	0.00	0.00	0.00	0.00	0.00
02-100-5322	ENGINEERING	0.00	0.00	0.00	0.00	3,000.00	100.00
02-100-6025	OTHER SUPPLIES	0.00	100.00	0.00	34.72	0.00	0.00
02-100-6027	MAINT & CONSTRUCTION SUPPLIES	1,050.00	2,400.00	114.00	945.80	3,595.26	149.80
02-100-7050	PERMIT FEE	1,000.00	1,000.00	0.00	0.00	0.00	0.00
02-100-8003	SOFTWARE	4,000.00	3,200.00	0.00	4,059.90	4,571.76	142.87
02-100-8012	SEWER REPAIRS	3,000.00	10,000.00	2,011.35	13,330.34	11,994.77	119.95
02-100-8014	STORM SEWER IMPROVEMENTS	0.00	0.00	0.00	601.59	0.00	0.00
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Fund 02 - SEWER SERVICE FUND:							
TOTAL REVENUES		102,508.00	121,650.00	17,338.97	97,753.83	113,762.11	93.52
TOTAL EXPENDITURES		82,672.00	79,412.00	10,350.66	71,625.97	79,576.98	100.21
NET OF REVENUES & EXPENDITURES		19,836.00	42,238.00	6,988.31	26,127.86	34,185.13	80.93

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 11/30/2023

% Fiscal Year Completed: 91.51

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 12/07/23

GL NUMBER	DESCRIPTION	2022		2023		ACTIVITY FOR	ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		AMENDED BUDGET	AMENDED BUDGET	MONTH	MONTH	11/30/2022	11/30/2023	11/30/2022	11/30/2023	USED
Fund 06 - MFT FUND										
06-100-3701	INTEREST INCOME	7,500.00	5,000.00	1,616.93	881.74	6,767.40	21,462.54	429.25		
06-100-3801	MFT ALLOTMENTS	149,035.00	100,800.00	8,533.92	0.00	147,340.42	89,201.67	88.49		
06-100-5322	ENGINEERING SERVICES	0.00	30,000.00	0.00	2,491.70	0.00	20,550.56	68.50		
06-100-5323	ENGINEERING REIMBURSE BY STATE	0.00	0.00	0.00	0.00	0.00	(45,428.22)	100.00		
06-100-8007	ROAD PROJECTS	0.00	216,998.00	0.00	0.00	0.00	290,000.00	133.64		
Fund 06 - MFT FUND:										
TOTAL REVENUES		156,535.00	105,800.00	10,150.85	881.74	154,107.82	110,664.21	104.60		
TOTAL EXPENDITURES		0.00	246,998.00	0.00	2,491.70	0.00	265,122.34	107.34		
NET OF REVENUES & EXPENDITURES		156,535.00	(141,198.00)	10,150.85	(1,609.96)	154,107.82	(154,458.13)	109.39		

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 11/30/2023

% Fiscal Year Completed: 91.51

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 12/07/23

GL NUMBER	DESCRIPTION	2022		2023		ACTIVITY FOR	ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		AMENDED BUDGET	AMENDED BUDGET	MONTH	MONTH	11/30/22	11/30/23	11/30/2022	11/30/2023	USED
Fund 14 - TAX INCREMENT FINANCING										
14-100-3001	CURRENT TAX LEVY	128,000.00	140,000.00	0.00	47,931.10	70,327.91	125,217.68	89.44		
14-100-3701	INTEREST INCOME	1,850.00	2,000.00	585.12	2,053.44	2,585.13	12,374.65	618.73		
14-100-5024	VILLAGE ATTORNEY-BASE	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00		
14-100-5071	POSTAGE	0.00	350.00	0.00	0.00	0.00	0.00	0.00		
14-100-5092	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	4,500.00	100.00		
14-100-5096	PROF SERVICES-PLANNING	7,000.00	10,000.00	0.00	0.00	6,125.00	0.00	0.00		
14-100-5099	PROF SERVICES-ECON DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	5,000.00	100.00		
14-100-5322	ENGINEERING SERVICES	0.00	45,000.00	0.00	0.00	0.00	0.00	0.00		
Fund 14 - TAX INCREMENT FINANCING:										
TOTAL REVENUES		129,850.00	142,000.00	585.12	49,984.54	72,913.04	137,592.33	96.90		
TOTAL EXPENDITURES		7,000.00	56,350.00	0.00	0.00	6,125.00	9,500.00	16.86		
NET OF REVENUES & EXPENDITURES		122,850.00	85,650.00	585.12	49,984.54	66,788.04	128,092.33	149.55		

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 11/30/2023

% Fiscal Year Completed: 91.51

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 12/07/23

GL NUMBER	DESCRIPTION	2022		ACTIVITY FOR		YTD BALANCE	YTD BALANCE	% BDGT
		AMENDED BUDGET	AMENDED BUDGET	MONTH	MONTH			
				11/30/22	11/30/23	11/30/2022	11/30/2023	USED
Fund 23 - KW 2023 CAPTIAL PROJECTS FUND								
23-100-3100	BOND PROCEEDS	7,990,000.00	0.00	0.00	0.00	7,702,549.22	0.00	0.00
23-100-3701	INTEREST INCOME	1,500.00	5,000.00	7,754.20	7,847.54	48,787.94	80,226.11	1,604.52
23-100-3989	OTHER INCOME	0.00	0.00	2,535.00	0.00	8,235.00	2,426.00	100.00
23-100-5036	PRINTING & PUBLISHING	2,500.00	0.00	0.00	0.00	1,135.30	150.00	100.00
23-100-5071	POSTAGE	200.00	0.00	0.00	0.00	10.91	0.00	0.00
23-100-5092	PROFESSIONAL SERVICES	0.00	0.00	0.00	53,146.08	0.00	67,518.19	100.00
23-100-7005	MISCELLANEOUS EXPENSE	2,168.00	0.00	25.00	0.00	777.00	3,333.88	100.00
23-200-5024	LEGAL FEES KW2023	0.00	0.00	0.00	0.00	672.00	0.00	0.00
23-400-5322	ENGINEERING SERV-STREETS	87,000.00	0.00	45,488.42	0.00	67,245.04	1,071.85	100.00
23-400-8008	ROAD PROJECTS	1,300,000.00	0.00	380,156.66	0.00	1,233,590.02	55,782.89	100.00
23-935-5092	PROFESSIONAL SERVICES	0.00	8,000.00	0.00	0.00	4,612.00	5,000.00	62.50
23-935-5322	ENGINEERING-WATER	235,000.00	0.00	13,430.18	358.40	81,650.72	25,734.39	100.00
23-935-6027	MAINT. & CONSTRUCTION SUPPLIES	0.00	0.00	0.00	0.00	7,498.20	0.00	0.00
23-935-8008	ROAD PROJECTS	3,375,000.00	20,000.00	486,551.73	1,225.11	2,349,747.09	597,723.83	2,988.62
23-992-5322	ENGINEERING SERV-SEWER	130,000.00	0.00	29,677.80	0.00	108,493.89	5,411.96	100.00
23-992-7005	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	750.00	0.00	0.00
23-992-8013	SEWER LINING PROGRAM	0.00	100,000.00	0.00	0.00	0.00	78,722.10	78.72
23-992-8014	STORM SEWER IMPROVEMENTS	2,540,000.00	0.00	526,399.41	1,924.00	2,490,353.71	91,176.63	100.00
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Fund 23 - KW 2023 CAPTIAL PROJECTS FUND:								
TOTAL REVENUES		7,991,500.00	5,000.00	10,289.20	7,847.54	7,759,572.16	82,652.11	1,653.04
TOTAL EXPENDITURES		7,671,868.00	128,000.00	1,481,729.20	56,653.59	6,346,535.88	931,625.72	727.83
NET OF REVENUES & EXPENDITURES		319,632.00	(123,000.00)	(1,471,440.00)	(48,806.05)	1,413,036.28	(848,973.61)	690.22

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 11/30/2023

% Fiscal Year Completed: 91.51

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 12/07/23

GL NUMBER	DESCRIPTION	2022		2023		ACTIVITY FOR	ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		AMENDED BUDGET	AMENDED BUDGET	MONTH	MONTH	11/30/2022	11/30/2023	11/30/2022	11/30/2023	USED
Fund 26 - LONG-TERM DEBT SERVICE										
26-100-3001	PROPERTY TAX-07 BOND	0.00	0.00	0.00	0.00	48,007.07	0.00	0.00		
26-100-3003	PROPERTY TAX-ANNUAL CAP BOND	990,000.00	990,000.00	779.68	0.00	571,032.55	722,783.01	73.01		
26-100-3004	PROPERTY TAX-2023 CAP BOND	691,050.00	692,850.00	538.61	0.00	371,005.59	499,479.19	72.09		
26-100-3701	INTEREST	9,650.00	0.00	1,766.36	7,073.92	7,756.80	31,977.38	100.00		
26-100-5026	ADMINISTRATIVE BOND EXPENSES	550.00	950.00	475.00	475.00	950.00	2,925.00	307.89		
26-100-7302	PRINC - ANNUAL CAPITAL BOND	995,000.00	955,000.00	995,000.00	0.00	995,000.00	0.00	0.00		
26-100-7303	PRINCIPAL-SERIES 2013 CAPITAL	440,000.00	455,000.00	440,000.00	455,000.00	440,000.00	455,000.00	100.00		
26-100-7304	PRINCIPAL - SERIES 2022	415,000.00	360,000.00	0.00	0.00	0.00	0.00	0.00		
26-100-7311	BOND INTEREST	0.00	0.00	0.00	118,925.00	0.00	118,925.00	100.00		
26-100-7312	INTEREST-ANNUAL CAPITAL BOND	8,000.00	34,547.00	0.00	0.00	0.00	0.00	0.00		
26-100-7313	INTEREST-SERIES 2013 CAP BOND	377,050.00	237,850.00	125,525.00	0.00	251,050.00	118,925.00	50.00		
26-100-7314	INTEREST- SERIES 2022	0.00	239,800.00	0.00	0.00	0.00	137,173.50	57.20		
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Fund 26 - LONG-TERM DEBT SERVICE:										
TOTAL REVENUES		1,690,700.00	1,682,850.00	3,084.65	7,073.92	997,802.01	1,254,239.58	74.53		
TOTAL EXPENDITURES		2,235,600.00	2,283,147.00	1,561,000.00	574,400.00	1,687,000.00	832,948.50	36.48		
NET OF REVENUES & EXPENDITURES		(544,900.00)	(600,297.00)	(1,557,915.35)	(567,326.08)	(689,197.99)	421,291.08	70.18		

PERIOD ENDING 11/30/2023

% Fiscal Year Completed: 91.51

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 12/07/23

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE	YTD BALANCE	% BDGT
		2022 AMENDED BUDGET	2023 AMENDED BUDGET			
Fund 27 - ANNUAL REFUNDING BOND						
27-100-3100	BOND PROCEEDS	599,000.00	375,000.00	0.00	0.00	0.00
27-100-3602	FEDERAL GRANTS	168,200.00	0.00	0.00	0.00	0.00
27-100-3701	INTEREST	21,500.00	7,000.00	4,098.31	11,909.57	1,189.93
27-100-3989	OTHER INCOME	0.00	0.00	0.00	0.00	100.00
27-100-5029	ADMINISTRATIVE BOND EXPENSES	0.00	7,500.00	0.00	0.00	0.00
27-100-7301	BOND PRINCIPAL PAYMENT	415,000.00	0.00	415,000.00	360,000.00	100.00
27-100-7311	BOND INTEREST	182,000.00	0.00	181,616.67	119,900.00	100.00
27-100-8001	OFFICE FURNITURE	0.00	3,500.00	0.00	0.00	0.00
27-100-8002	MACHINERY & EQUIPMENT	0.00	0.00	0.00	231.65	100.00
27-100-8003	SOFTWARE	27,800.00	15,000.00	0.00	0.00	81.07
27-100-8004	COMPUTER EQUIPMENT	15,600.00	7,100.00	1,172.95	587.64	32.95
27-300-5048	OUTSIDE MAINTENANCE	6,000.00	3,000.00	0.00	0.00	0.00
27-300-8007	BLG IMPROVEMENTS & ALTERATIONS	10,000.00	25,400.00	2,145.00	0.00	9.92
27-400-5184	STREET SIGNS	500.00	0.00	0.00	0.00	0.00
27-400-5322	ENGINEERING SERV.-PUBLIC WORKS	700.00	0.00	0.00	0.00	100.00
27-400-8002	EQUIPMENT-STREET DEPT	500.00	0.00	0.00	0.00	0.00
27-400-8005	PUBLIC WORKS VEHICLES	65,000.00	0.00	0.00	0.00	0.00
27-400-8006	STREET IMPROVEMENTS	75,000.00	27,500.00	6,191.46	366.00	57.24
27-400-8007	SIDEWALK PROG - ANNUAL	26,000.00	26,000.00	24,507.42	25,550.00	98.27
27-400-8008	ROAD PROJECTS	0.00	50,000.00	0.00	0.00	78.31
27-700-8015	CABLING, POSTS, LANTERNS	6,000.00	15,450.00	0.00	0.00	40.78
27-800-8007	BEACH FACILITY IMPROVE & ALTER	0.00	0.00	0.00	0.00	0.00
27-900-5178	POLICE VEHICLE EQUIPMENT	0.00	3,000.00	0.00	0.00	0.00
27-900-8002	MACHINERY & EQUIPMENT	6,000.00	0.00	0.00	0.00	0.00
27-900-8005	POLICE VEHICLES	0.00	45,110.00	0.00	0.00	97.14
27-935-5092	PROFESSIONAL SERVICES	0.00	90,000.00	0.00	9,181.10	95.13
27-992-5092	PROFESSIONAL SERVICES-SEWER	(9,000.00)	0.00	0.00	0.00	0.00
27-992-5322	ENGINEERING SERVICES-SEWER	9,250.00	0.00	0.00	0.00	0.00
27-992-8012	SEWER REPAIRS	110,000.00	25,000.00	0.00	131.00	0.52
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Fund 27 - ANNUAL REFUNDING BOND:						
TOTAL REVENUES		788,700.00	382,000.00	4,098.31	11,909.57	37.62
TOTAL EXPENDITURES		946,350.00	343,560.00	630,633.50	515,947.39	209.69
NET OF REVENUES & EXPENDITURES		(157,650.00)	38,440.00	(626,535.19)	(504,037.82)	1,500.26

PERIOD ENDING 11/30/2023
% Fiscal Year Completed: 91.51
MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND
REVENUES AND EXPENSES BOOKED AS OF 12/07/23

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 11/30/2022	YTD BALANCE 11/30/2023	% BDGT USED
		2022 AMENDED BUDGET	2023 AMENDED BUDGET			
Fund 35 - WATER FUND						
35-100-3420	MAINTENANCE FEE	0.00	3,600.00	0.00	100.00	0.00
35-100-3432	WATER SERVICE-METERED	763,000.00	745,000.00	121,648.62	127,662.93	695,672.52
35-100-3435	WATER IMPROVEMENT CHARGE	285,000.00	270,000.00	26,156.24	26,024.88	257,794.59
35-100-3701	INTEREST INCOME	6,500.00	6,000.00	2,007.74	3,230.23	8,421.30
35-100-3902	SALE OF WATER METERS	3,500.00	3,500.00	0.00	600.00	2,650.00
35-100-3903	BACKFLOW TESTING REBATE	850.00	850.00	3.00	12.00	852.00
35-100-3904	OTHER INCOME	1,200.00	800.00	0.00	0.00	11,551.60
35-100-4010	REGULAR SALARIES	154,091.00	175,814.00	13,161.87	13,551.94	142,946.53
35-100-4011	OVER TIME SALARIES	2,000.00	2,000.00	22.46	58.82	1,804.51
35-100-4019	MERIT-VACATION BUY BACK	11,000.00	8,250.00	0.00	0.00	0.00
35-100-4028	EMPLOYEE BENEFITS-MEDICAL	28,030.00	31,206.00	(345.48)	2,583.82	22,007.93
35-100-4029	EMPLOYEE BENEFITS-DENTAL	1,966.00	2,232.00	(23.14)	145.00	1,409.55
35-100-4030	EMPLOYEE BENEFITS-LIFE	206.00	212.00	0.00	19.38	98.17
35-100-4031	FICA & MEDICARE EMPLOYER	12,477.00	13,603.00	786.82	815.86	10,736.19
35-100-4032	IMRF EMPLOYER	11,710.00	2,685.00	946.63	205.55	10,573.42
35-100-4033	UNEMPLOYMENT EMPLOYER	171.00	215.00	0.00	0.00	290.59
35-100-5022	JULIE FEES	0.00	732.00	0.00	(684.96)	0.00
35-100-5036	PRINTING & PUBLISHING	750.00	775.00	0.00	292.00	736.98
35-100-5041	TELEPHONE	750.00	780.00	63.27	70.12	764.48
35-100-5042	CELLULAR TELEPHONE SERVICE	1,250.00	846.00	70.26	70.10	702.34
35-100-5044	INTERNET SERVICE	0.00	630.00	0.00	0.00	0.00
35-100-5048	OUTSIDE MAINTENANCE SERVICE	7,028.00	5,916.00	135.00	245.00	4,628.40
35-100-5049	EQUIPMENT MAINTENANCE	500.00	500.00	0.00	6.46	291.18
35-100-5051	MISCELLANEOUS SERVICES	900.00	615.00	0.00	0.00	148.95
35-100-5054	LABORATORY SERVICES	1,600.00	1,708.00	259.56	131.00	1,342.68
35-100-5071	POSTAGE	700.00	700.00	0.00	198.00	65.85
35-100-5091	DUES, MEMBERSHIPS & SUBSCRIPT	100.00	1,008.00	654.00	680.00	654.00
35-100-5092	PROFESSIONAL SERVICES	6,126.00	9,210.00	2,100.00	0.00	6,545.81
35-100-5093	PROF SERVICE-FINANCE	20,415.00	21,436.00	0.00	1,837.50	0.00
35-100-5100	PROFESSIONAL SERVICES-IT	10,000.00	10,554.00	624.72	2,187.22	8,231.82
35-100-5177	REPAIR/MAINT COMPUTER EQUIP	0.00	3,500.00	0.00	0.00	0.00
35-100-5178	REPAIR/MAINT VEHICLES & EQUIP	2,000.00	2,500.00	0.00	0.00	1,480.65
35-100-5322	ENGINEERING	6,000.00	0.00	5,380.00	0.00	5,380.00
35-100-5346	EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	540.40
35-100-5400	PURCHASE OF POTABLE WATER	203,000.00	237,718.00	18,267.67	20,586.95	198,465.67
35-100-6025	OTHER SUPPLIES	100.00	450.00	13.16	0.00	717.52
35-100-6027	MAINT & CONSTRUCTION SUPPLIES	1,500.00	1,500.00	0.00	0.00	318.06
35-100-6028	HEATING, ELECT & WATER UTIL	16,100.00	15,034.00	1,349.25	649.58	14,270.13
35-100-6029	UNIFORMS	500.00	500.00	258.37	97.72	456.87
35-100-6033	METER SUPPLIES	10,000.00	8,300.00	0.00	0.00	5,189.20
35-100-6034	VALVE MAINTENANCE	4,000.00	500.00	0.00	0.00	0.00
35-100-6036	SAFETY EQUIPMENT	500.00	500.00	102.24	0.00	102.24
35-100-6037	TOOLS	500.00	500.00	0.00	0.00	69.00
35-100-7002	FUEL	2,500.00	2,600.00	335.45	260.09	3,272.55
35-100-7003	RECRUITMENT & TRAINING	3,800.00	2,500.00	0.00	0.00	144.00
35-100-7301	BOND PRINCIPAL PAYMENT	205,000.00	215,000.00	205,000.00	0.00	205,000.00
35-100-7311	BOND INTEREST	63,300.00	57,150.00	31,650.00	0.00	63,300.00
35-100-7350	PAYING AGENT FEES	500.00	750.00	0.00	0.00	0.00
35-100-8002	MACHINERY & EQUIPMENT	2,000.00	2,000.00	0.00	0.00	2,068.00
35-100-8003	SOFTWARE	46,907.00	9,600.00	0.00	0.00	7,981.14
35-100-8004	COMPUTER EQUIPMENT	19,000.00	500.00	16,275.00	0.00	17,023.93
35-100-8007	BUILDING & GROUNDS	17,000.00	4,800.00	0.00	39.56	629.34
35-100-8008	CAPITAL OUTLAY	140,500.00	59,990.00	0.00	8,210.00	133,832.11
35-100-8009	WATER MAIN REPAIRS	45,000.00	45,000.00	3,691.35	11,705.21	43,974.53

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REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 11/30/2023

% Fiscal Year Completed: 91.51

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 12/07/23

GL NUMBER	DESCRIPTION	2022		2023		ACTIVITY FOR	ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		AMENDED BUDGET	AMENDED BUDGET	AMENDED BUDGET	AMENDED BUDGET	MONTH 11/30/22	MONTH 11/30/23	11/30/2022	11/30/2023	USED
Fund 35 - WATER FUND										
Fund 35 - WATER FUND:										
TOTAL REVENUES		1,060,050.00	1,029,750.00	149,815.60	157,630.04	976,942.01	1,018,069.79	98.87		
TOTAL EXPENDITURES		1,061,477.00	962,519.00	300,778.46	63,961.92	918,194.72	609,103.51	63.28		
NET OF REVENUES & EXPENDITURES		(1,427.00)	67,231.00	(150,962.86)	93,668.12	58,747.29	408,966.28	608.30		
TOTAL REVENUES - ALL FUNDS		17,114,862.00	8,479,648.00	347,415.83	1,188,172.15	14,082,497.49	8,021,897.74	94.60		
TOTAL EXPENDITURES - ALL FUNDS		17,136,660.00	9,039,589.00	4,164,681.62	1,533,504.89	13,756,660.98	7,577,171.75	83.82		
NET OF REVENUES & EXPENDITURES		(21,798.00)	(559,941.00)	(3,817,265.79)	(345,332.74)	325,836.51	444,725.99	79.42		

Monthly Report

REPORT DATE: December 11, 2023
TO: Trustee Tim Ransford
FROM: Chief Bryan Carlson
SUBJECT: Activity Report for November 2023



Activity Summary:

The Police Department handled **1215 Calls for Service** in the month of November.

0 Part I offenses were reported last month.

5 Part II offenses were reported last month including: 2 Criminal Damages, 2 Identity Thefts, and 1 Domestic Battery.

Additional Police activity is listed below:

19	Aided Outside Police Agencies
11	Animal Complaints
11	Burglar Alarms
15	Citizen Assist
69	Extra Watches
20	Fire & Ambulance Calls
3	Lock Outs (Home & Auto)
1	Motorist Assist
2	Non-Injury Traffic Crashes
8	Open Doors (Buildings & Vehicles)
522	Premise Checks
8	Suspicious Circumstances
83	Traffic Details
162	Vacation Watches

Kenilworth Traffic and Parking Enforcement:

10	Traffic Warning Tickets
8	Traffic Verbal Warnings
40	Parking Warning Tickets
31	Parking Tickets with Fines

Sears School Parking Plan

Sears School administrative staff report the visitor parking spots are working out well and only request that the parking spots receive painted lines. VOK Public Works has painted the parking lines. Officers continue to monitor the area and provide the Chief with feedback.

Body Worn Camera Project

The Safety, Accountability, Fairness and Equity-Today Act (SAFE-T Act) requires our department to have Body Worn Cameras (BWC's) implemented by January 1, 2025.

The Officers working on the BWC Project have conducted extensive research and concluded that Axon and Motorola produce and maintain the best In-Car and Body Worn Camera platforms for Kenilworth's needs. This

was based on their warranty/ replacement programs and the various options they offer for video evidence storage. These include: On-Site, Unlimited Cloud Based and Ala-Cart Cloud Based options.

A Kenilworth Body Worn Camera Draft Policy has been created after reviewing policies from Illinois State Police, Lexipol, Northern Illinois Police Alarm System (NIPAS) and the Skokie, Wilmette and Niles Police Departments. The policy covers the following: Program Objectives, Recording Capabilities, Training Requirements, Operation (Privacy Concerns), Access and Review, Supervisor Responsibilities, FOIA and Annual Reporting.

The Village's insurance provider-IRMA was contacted and said the use of body cameras can have a positive effect on reducing and defending law enforcement liability claims. To assist members, IRMA offers a Body Camera & Data Storage Grant Program that includes financial support for member departments in the implementation of a body camera program, including product purchases and data storage for body camera footage. The maximum award for this grant is \$10,000.

A RFBA and Resolution to purchase the body worn cameras and in-car video systems from Axon will be presented to the Village Board members at the Village Board meeting on December 11.

2024 Police Department Goal Development

The Police Department is in the process of developing our 2024 goals. We usually provide the Board with our finalized annual goals at the February Village Board Meeting.

Toys For Tots

The Kenilworth Police Department is honored to participate in the U.S. Marine Corps "Toys For Tots" campaign again this holiday season to bring joy to Chicagoland area children. A toy collection box has been placed in the lobby at Village Hall for residents who want to donate. Donations will be accepted until December 16th. Donated toys should be in original sealed packaging and left unwrapped. No stuffed animals will be accepted due to dust/allergy concerns. As of Dec 5, 70+ toys have been collected at KPD.

Personnel

Full-Time Recruitment/Staffing: KPD is expecting a full time Police Officer retirement to occur in Quarter 2 or 3 of 2024. KPD will also need to fill a full time police officer slot when a Sergeant is promoted in 2024. Informal recruitment for full time officers has begun and one employment application has already been received.

Part-Time Police Officer Recruitment: Interest in KPD's part-time Police Officer program is slow. No applications were received in November.

School Crossing Guard Recruitment: We are still seeking a school crossing guard for the Sterling Road crossing. When available and manpower permits, Police Officers have been present at the Sterling Road school crossing.

Catalytic Converter Thefts in Kenilworth

The Village experienced a catalytic converter theft from a vehicle on November 22. The catalytic converter was removed from a 2013 Volkswagen sedan while it was parked on the roadway in the 600 block of Park Drive. A search through the Flock ALPR system provided negative results. This was the 2nd catalytic theft in 2023, the previous theft was on July 4. On July 4, a catalytic converter was removed from a 2019 Nissan minivan while it was parked on private property in the 500 block of Green Bay Road. A search through the Flock ALPR system provided negative results.

Public Safety Email Alerts for the Month:

11-01-2023: Toys For Tots

11-28-2023: Catalytic Converter Theft

11-30-2023: Kenilworth Holiday Festivities and Road Closures

Personnel

Anniversaries: Nov. 1, 2023 – Ofc. Tom Swoboda completed 10 year of service (full-time) to the Village.
Nov. 1, 2023 – Sgt. Oscar Padilla completed 19 years of service to the Village.

Events in November Involving the Police Department

- New Trier West High School Lockdown Drill
- Boy Scouts Firearms Range Usage
- Cub Scouts Talk & Tour of KPD

Village of



Department of Public Works

Activity Report

To: President Kaz, Village Trustees and Village Manager

From: Donald Leicht, Public Work Superintendent

Date: December 6, 2023

The following information provides an overview of the activity in the department since the November 20th Village Board meeting.

Sewers and Streets

- Performed 28 JULIE locate requests
- Performed porous street inspection
- Troubleshoot and repaired nine street lights
- Removed one dead animal from the roadway
- Mowed leaves at Roger Avenue and Green Bay Road
- Salted Village streets during a light snow event
- Marked parking spots for Sears School on Abbotsford Road
- Painted crosswalks and stop bars
- Removed one parkway tree

Water – Distribution

- PRV, Booster Station, Water Tower and Water Plant inspection.
- Monthly bacteria IEPA water sample
- Troubleshoot and repaired 11 MTUs
- Installed three new water meters and shipped out for bench testing
- Filled and tested water tower prior to putting it back in service
- Inspected check valve on 10th street meter
- Handed out lead service line inspection forms to residents
- Inspected 15 lead services

Buildings/Structures

- Cleaned/disinfected vehicles weekly
- Cleaned and sanitized Public Works building weekly
- Installed holiday wreaths and completed light installation
- Painted entry to Village Hall

- Cleared dead plants from garden beds at Village Hall
- Installed new door handle at Village Hall
- Repaired ice maker at Village Hall
- Installed new water faucet at Village Hall
- Troubleshoot generator and worked with contractor to repair at Village Hall
- Troubleshoot and repaired boiler with contractor at Water Plant
- Repaired leaking pressure valves at the water plant
- Repaired boiler pipe at water plant
- Completed plow installs and tested each truck

Administration

- Input invoices and created purchase orders
- Attended Monthly GIS meeting
- Continued working on 2023 LMO-2 IDNR report
- Completed year-end budget estimates
- Met with contractor to discuss planter installation
- Assisted in the installation of planter