



# CITY OF WOOD DALE

## **PUBLIC NOTICE**

IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL WILL CONTINUE ITS REGULAR STANDING COMMITTEE MEETINGS AT 7:30 P.M. ON THURSDAY, JUNE 9, 2022 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 NORTH WOOD DALE ROAD, WOOD DALE, ILLINOIS, FOR THE PURPOSES SET FORTH IN THE FOLLOWING AGENDAS:

STANDING COMMITTEES  
OF THE  
CITY OF WOOD DALE, ILLINOIS  
JUNE 9, 2022

### **I. PUBLIC HEALTH, SAFETY, JUDICIARY & ETHICS COMMITTEE**

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
  - i. March 10, 2022 Public Health, Safety, Judiciary & Ethics Committee Minutes
- D. Report and Recommendation
  - i. Agreement with Flock Safety to Provide ALPR Camera Systems
  - ii. Police Department Design Update
- E. Items to be Considered at Future Meetings
  - i. Squad Car Purchases - TBA
- F. Adjournment

### **II. PUBLIC WORKS COMMITTEE**

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
  - i. May 12, 2022, 2022 Public Works Committee Minutes
- D. Report and Recommendation

- i. Closure of 2<sup>nd</sup> Avenue at Spruce Road
- E. Items to be Considered at Future Meetings
  - i. Road Program – July 14, 2022
  - ii. City Sign Purchases – July 14, 2022
- F. Adjournment

**POSTED IN CITY HALL ON JUNE 3, 2022 AT 4:00 PM**  
LYNN CURIALE, CITY CLERK  
BY: MAURA MONTALVO, DEPUTY CITY CLERK



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**PUBLIC HEALTH, SAFETY, JUDICIARY & ETHICS**  
**COMMITTEE MINUTES**

Committee Date: March 10, 2022  
Present: Ald. Ames, Catalano, Curiale, Jakab, Messina, Sorrentino & Woods  
Absent: Ald. Susmarski  
Also Present: Mayor Pulice, Treasurer Porch, City Manager Mermuys, Police Chief Vesta, A. Lange, N. Kace  
Meeting Convened at: 7:30 p.m.

**APPROVAL OF MINUTES:**

Ald. Messina made a motion, seconded by Ald. Ames, to approve the minutes of the January 27, 2022 meeting as presented. A voice vote was taken, with all members voting aye.

**REPORT & RECOMMENDATION**

RESOLUTION SEEKING TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF WOOD DALE AND VILLAGE OF ADDISON FOR CERTAIN POLICE SERVICES

**DISCUSSION:**

Chief Vesta explained approval is only needed for Appendix D to the Agreement. It was last renewed for payment for three years in 2019 and he is now looking to do another three years. All agencies receiving services from ACDC are getting the same increase of 5.5% over the next three years. It is compounding each year, based upon their salary increases, equipment upgrades, etc. Ald. Woods did a cost comparison of what it used to cost for the City to have its own dispatch center, and it's still less than what was paid at that time. Mayor Pulice asked about notification for upgrades; Chief Vesta confirmed the department is always notified by Addison and they work very closely with IT on any changes.

**VOTE:**

Ald. Woods made a motion, seconded by Ald. Jakab to approve a Resolution Seeking to Approve an Intergovernmental Agreement between the City of Wood Dale and the Village of Addison for Certain Police Services. A roll call vote was taken with the following results:

Ayes: Ald. Ames, Catalano, Curiale, Jakab, Messina, Sorrentino and Woods  
Nays: None  
Motion: Carried

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**REPORT & RECOMMENDATION:**

A RESOLUTION SEEKING TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD DALE AND WOOD DALE PARK DISTRICT FOR CERTAIN POLICE SERVICES

**DISCUSSION:**

Chief Vesta worked with the Park District Director to create this agreement. They prefer an armed sworn officer to handle the bank runs, so the increase is matched to the top pay of an officer. With the reconfiguration of the Wood Dale/Irving Park intersection, there is no longer a need for the pool crossing guards.

**VOTE:**

Ald. Sorrentino made a motion, seconded by Ald. Jakab to approve A Resolution Seeking to Approve an Intergovernmental Agreement Between the City of Wood Dale and the Wood Dale Park District for Certain Police Services. A roll call vote was taken with the following results:

Ayes: Ald. Ames, Catalano, Curiale, Jakab, Messina, Sorrentino, Susmarski and Woods  
Nays: None  
Motion: Carried

**ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:**

- PD Space Needs Analysis – June 9<sup>th</sup>  
LPR Camera – June 9<sup>th</sup>

**ADJOURNMENT:**

Ald. Ames made a motion, seconded by Ald. Woods, to adjourn the meeting at 7:42 p.m. Upon a voice vote, the motion carried unanimously.

*Minutes taken by Eileen Schultz*



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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: June 9, 2022  
Subject: Agreement with Flock Safety  
Staff Contact: Greg Vesta, Chief of Police  
Department: Police

**TITLE:** Agreement with Flock Safety to Provide ALPR Camera Systems

### **RECOMMENDATION:**

Approve an agreement with Flock Safety to provide 23 ALPR camera systems in an amount not to exceed \$69,250 for Fiscal Year 2023.

### **BACKGROUND:**

The Wood Dale Police Department has utilized a number of measures for crime prevention and investigation for many years, to include a mobile License Plate Reader (LPR) system and several surveillance cameras throughout the city. The technology has been instrumental during the investigation of numerous incidents, and the department would like to take advantage of expanded opportunities to detect and prevent criminal activity.

The CIP budget did provide for the funding of this project during the current fiscal year, along with ongoing costs in future fiscal years.

In recent years, the amount of criminal activity has increasingly arisen from subjects traveling from outside of Wood Dale, committing crimes, and then leaving the City. This is a trend that has been seen throughout the county.

Improvements in technology have resulted in better detection and less expensive pricing to address certain vehicles in real time, and also investigate crimes after they have occurred.

### **ANALYSIS:**

The department has been exploring an opportunity to conduct real-time alerts of identified hot-list vehicles as they enter town, such as vehicles that are stolen; or

entered into databases as vehicles involved in serious felonies such as, carjacking and armed robbery.

Flock Safety offers a system that not only can identify a vehicle by comparing the license plate to a hotlist, but also through analyzing vehicle types and identifying vehicles of interest from information such as make, model or color of vehicle. Significant changes to other systems include the ability to monitor multiple lanes of traffic.

In addition, their suite of software can be used to:

- Visual search – upload any digital image such as Ring doorbell or security camera stills to identify matching vehicles
- Multi-geo search – Connect multiple crimes across different jurisdictions to a common suspect vehicle
- Convoy analysis – Identify suspect vehicles frequently traveling together to identify accomplices in serial or organized crimes
- This portion of the software is \$2,500 per year

Staff has identified 23 key entry points into Wood Dale for placement of these cameras. The cost per location is \$2,500 per year, which includes:

- All permitting
- Cellular service
- Solar power where electricity is not available
- All local, county and state permitting
- Unlimited software licensing
- Access to other shared cameras throughout the region

In addition, there will be a one-time installation fee of \$350, per camera, for local or DuPage County Roads, and \$750 for IDOT roadways, totaling \$9,250. Permitting for IDOT roadways are currently taking about 4-6 months and DuPage County roadways approximately 2-3 months.

The first-year cost would be \$69,250 and the yearly fee would be \$60,000 each year for 3 additional years.

In the recent past, staff had obtained a quote for a system that only covered the two ends of the city on Irving Park Road, and was limited to license plate checks, and the cost would have been over \$150,000.

Flock Safety will be at the committee meeting to provide a demonstration of their product and answer any questions.

If approved, staff will prepare an appropriate resolution to allow the City to enter into an agreement with Flock Safety.

#### **DOCUMENTS ATTACHED**

- ✓ Price Quote
- ✓ Proposed Contract

# flock safety

Created Date 6/1/2022  
 Quote Number 00002315

Expiration Date 8/31/2022

Prepared By Dan Murdock  
 Phone 3124153858  
 Email dan.murdock@flocksafety.com

Contact Name Greg Vesta  
 Phone (630) 766-2060  
 Email gvesta@wooddale.com

Bill To Name IL - Wood Dale PD

Product	Description	List Price	Sales Price	Quantity	Total Price
Flock Falcon Camera	Infrastructure-free (solar power + LTE), license plate recognition camera with Vehicle Fingerprint™ technology + machine learning software and real-time alerts for unlimited users	\$2,500.00	\$2,500.00	23.00	\$57,500.00
Flock Safety Advanced Search <25 Falcons	Software upgrade designed to unlock more investigative leads and build stronger cases with less information. Advanced Search includes Convoy Analysis, Multi Geo Search, Visual Search, and Cradlepoint Integration for Automatic Vehicle Location (AVL).	\$2,500.00	\$2,500.00	1.00	\$2,500.00
Professional Services - Falcon, Standard Implementation	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Standard Implementation Service Brief.	\$350.00	\$350.00	20.00	\$7,000.00
Professional Services - Falcon/Sparrow, Advanced Implementation	One time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	\$750.00	\$750.00	3.00	\$2,250.00

Total Price \$69,250.00

Recurring Total \$60,000.00

**FLOCK GROUP INC.  
SERVICES AGREEMENT  
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

<b>Agency:</b> IL - Wood Dale PD  <b>Legal Entity Name:</b>	<b>Contact Name:</b> Greg Vesta
<b>Address:</b> 404 N Wood Dale Rd Wood Dale, Illinois 60191	<b>Phone:</b> (630) 766-2060 <b>E-Mail:</b> gvesta@wooddale.com
<b>Expected Payment Method:</b>	<b>Billing Contact:</b> (if different than above)

<b>Initial Term:</b> 24 months <b>Renewal Term:</b> 24 months	<b>Billing Term:</b> Annual payment due Net 30 per terms and conditions
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<b>Name</b>	<b>Price</b>	<b>QTY</b>	<b>Subtotal</b>
Professional Services - Falcon/Sparrow, Advanced Implementation	\$750.00	3.00	\$2,250.00
Flock Safety Advanced Search <25 Falcons	\$2,500.00	1.00	\$2,500.00
Flock Falcon Camera	\$2,500.00	23.00	\$57,500.00
Professional Services - Falcon, Standard Implementation	\$350.00	20.00	\$7,000.00

**(Includes one-time fees)**

Year 1 Total \$69,250.00

Recurring Total: \$60,000.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

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

**FLOCK GROUP, INC.**

**Agency: IL - Wood Dale PD**

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

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

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

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

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

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

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

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

# flock safety

## GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

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

**WHEREAS**, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

### AGREEMENT

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

### 1. DEFINITIONS

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

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

1.2. "**Agency Hardware**" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Agency Hardware**" excludes the Embedded Software

1.3 "**Authorized End User(s)**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "**Flock IP**" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "**Footage**" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "**Hardware**" or "**Flock Hardware**" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.

1.9 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "**Installation Services**" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "**Non-Agency End User(s)**" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "**Services**" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

## 2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency ’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency ’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

**a. Flock IP.** The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

**b. Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

**2.5 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

**2.6 Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required for Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to,

utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency ’s account that have been impacted.

## 2.7 **Installation Services.**

2.7.1 **Designated Locations.** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 **Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the

permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

*2.7.3 Flock's Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

*2.7.4 Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.



**2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

**2.9 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com). Flock will use commercially reasonable efforts to respond to requests for support.

**2.10 Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**2.10 Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

### **3. RESTRICTIONS AND RESPONSIBILITIES**

**3.1 Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining

any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

#### **4. CONFIDENTIALITY; AGENCY DATA**

**4.1 Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or

otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency Data..** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below).As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

**4.3 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.4 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted to Flock as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

## 5. PAYMENT OF FEES

5.1a **Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b **Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30<sup>th</sup> day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30<sup>th</sup> day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30<sup>th</sup> day following receipt of invoice.

5.2 **Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

## 6. TERM AND TERMINATION

6.1a **Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “Renewal Term”, and together with the Initial Term, the “Service Term”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b **Falcon Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a “Renewal Term”, and together with the Initial Term, the “Service Term”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 **Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 **No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

## 7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

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

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE

SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock’s business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

## **8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY**

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF

THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

**8.4 Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

## **9. RECORD RETENTION**

**9.1 Data Preservation.** The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.



## 10. MISCELLANEOUS

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

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

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

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

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





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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: June 9, 2022  
Subject: Police Department Design Update  
Staff Contact: Greg Vesta, Chief of Police  
Department: Police

**TITLE:** Police Department Design Update

### **RECOMMENDATION:**

Review the current progress in the Police Department design review and provide guidance to staff on recommended next steps.

### **BACKGROUND:**

On December 16, 2021, a workshop was held to brief members of the City Council on the current state of space use in the Police Department, and to develop some guidance on potential options moving forward.

The workshop, conducted in cooperation with FGM Architects, was the result of a comprehensive review of the current conditions of the police department which was built 30 years prior. Since the construction of the station, there are many conditions present that were not contemplated or needed at the time. This includes:

- Workforce demographics were substantially different from the current, resulting in limited locker room space.
- The dispatch center has since closed due to state mandated consolidation.
- An exponential growth of the use of counseling and “soft” interview rooms for victims and members of the community.

- An office area used for the watch commander to type on typewriters summaries of shifts and house officer mailboxes is underutilized.
- A location need for an officer to refresh or utilize an area between shift and a mandatory court appearance, or for new mother to have a private space.
- Need for additional area that can be converted for hands-on training and scenarios as part of the statewide mandates.
- Changes in use of technology and computers since they were basically non-existent with the police department in 1991.
- Addition of property maintenance division and need for dedicated workspaces when not in the field.

FGM Architects conducted employee-led working meetings, tours of other facilities, and our current workflow to make some recommendations for a reallocation of our current space. The results of these meetings provided potential designs that were then developed into a recommendation for a redesign of some of the police department work areas and locker rooms.

The workshop for City Council, conducted in cooperation with FGM Architects, resulted in some excellent feedback and direction moving forward in future fiscal years.

### **ANALYSIS:**

Based upon the feedback and discussions at the City Council workshop regarding the Police Department design, staff has worked with the architects to provide additional information about some of the direction and questions raised during the workshop.

### **SECOND FLOOR**

One of the discussions that emerged was the possibility of adding a second floor to the police station to alleviate all space concerns and potentially assist with other City space needs. While no firm numbers were provided at the workshop, there were some numbers hypothesized that it could be done for an additional \$2 million. The architect discussed this concept further with us and without concrete numbers, it would likely be several million dollars, perhaps in the \$5-7 million range. The current structure would not support this, the PD could not operate in the current location during this type of project, and staff is not requesting or recommending this type of solution. The proposed project, if fully funded, would be adequate in our opinion to satisfy the staffing and workflow needs for the next 10-15 years at a minimum.

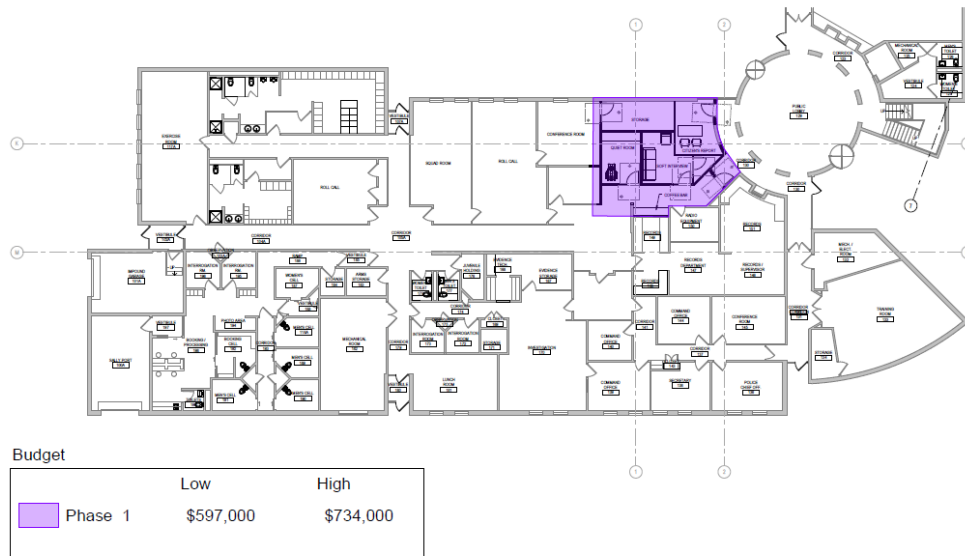
### **TIF FUNDING**

Despite City Hall being located in TIF 2, this project would not be able to be funded with TIF funds. The composition and tax generation of the Town Center TIF is significantly different than the Thorndale TIF. Due to the majority of the land being tax exempt there is very little current revenue generation. If the proposed project at the former SBT site gets completed, all of the TIF revenue generated from that project will be used to pay for that project. **Based upon that arrangement, the available revenue generated by the other taxable parcels within the TIF would not be able to support such a project.**

## PHASING

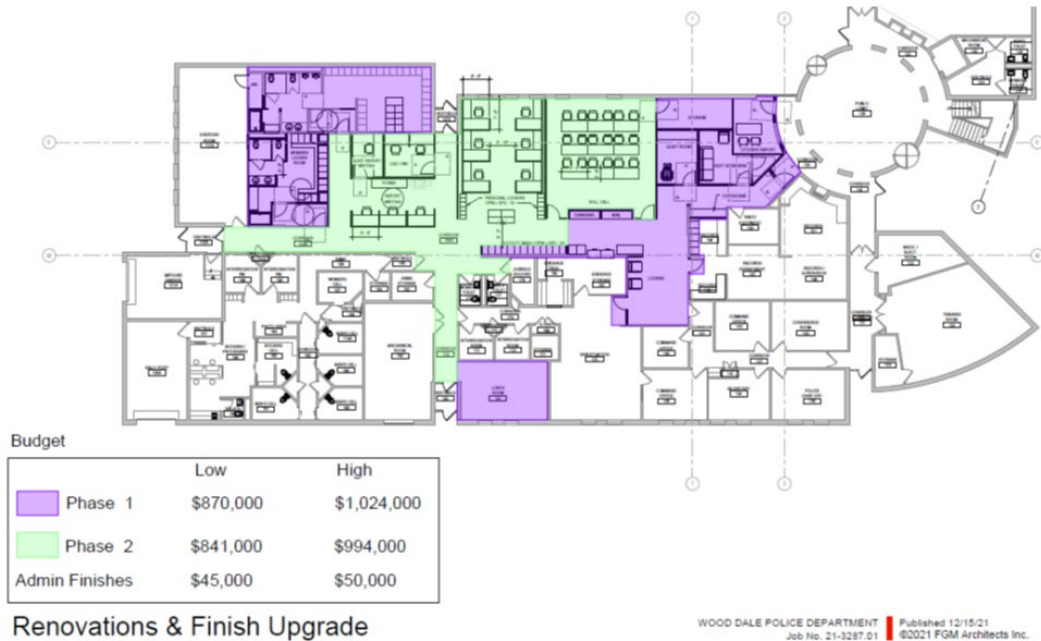
Staff worked with the architect to discuss potential phasing of this project and/or scaling down the final project as the budgetary constraints are taken into account. We asked the architect to develop three different scenarios for your consideration.

The first option that was discussed was to only focus on the most underutilized area, that being the radio room area and hallway that leads to that room. In addition to completing this work that would add a citizen report room, soft interview room, and quiet/recovery room. This would also include an upgrade to the finishes throughout the station that are wearing out and in need of a refresh, including flooring and wallpaper. This option would result in an estimated cost of \$597,000 - \$734,000.

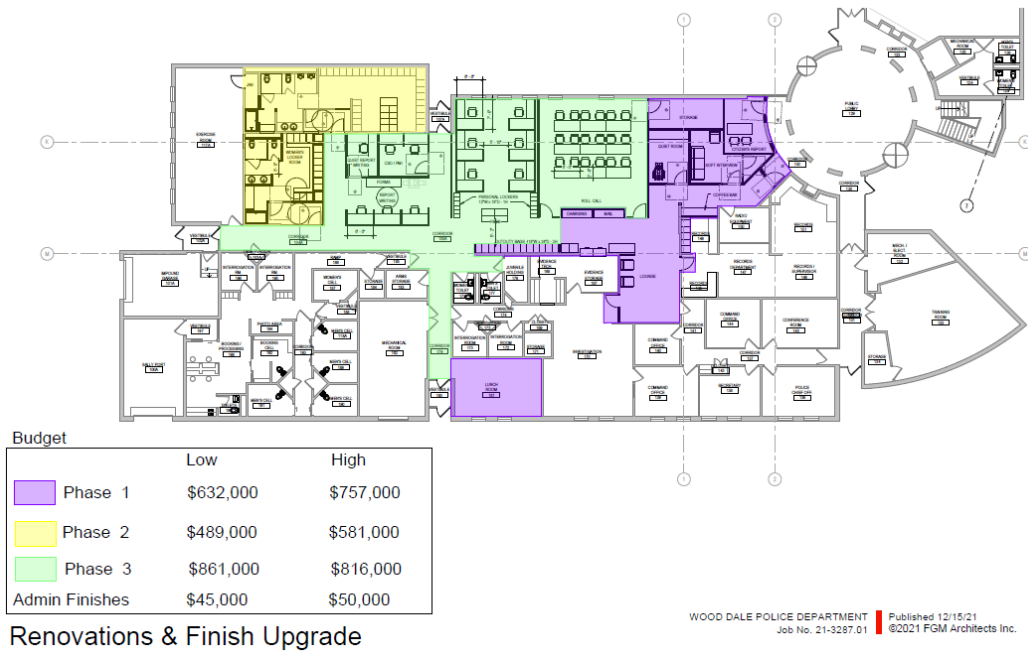


Radio Room Renovation & Finish Upgrade

The second option that they have provided would be to do the complete project, but break it up over multiple fiscal years. They would recommend bidding as 2 phases over 2 fiscal years for the items that are for sure agreed upon, but the bid would be handled at one time. The phasing over multiple years would not significantly increase the cost if handled this way, because the size of the project would likely expand over multiple fiscal years anyways, similar to the public works project. This would include an upgrade to the finishes throughout the station that are wearing out and in need of a refresh, including flooring and wallpaper. This option would result in an estimated cost of \$1,756,000 - \$2,068,000.



The third option that is presented is breaking up the project over 3 phases, which would also span 3 fiscal years. Phase 1&2 may be able to be bid together, but not all 3 phases. This would include an upgrade to the finishes throughout the station that are wearing out and in need of a refresh, including flooring and wallpaper. This option would result in an estimated cost of \$2,027,000 - \$2,204,000.



Renovations & Finish Upgrade

Staff is recommending that we proceed with Option #2, and break the project up over FY2024 and FY2025. If City Council agrees with this direction, we would proceed with seeking a design contract that would allow for design work to begin during this current fiscal year, with construction to begin after May 1, 2023.

FGM Architects will be at the meeting to answer any additional questions.

**DOCUMENTS ATTACHED**

✓ None





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## PUBLIC WORKS COMMITTEE MINUTES

Committee Date: May 12, 2022  
Present: Ald. Ames, Catalano, Curiale, Jakab, Messina, Sorrentino,  
Woods, and Susmarski  
Absent:  
Also Present: Mayor Pulice, Clerk Curiale, City Manager Mermuys, Police Chief  
Vesta, A. Lange  
Meeting Convened at: 7:30 p.m.

### APPROVAL OF MINUTES:

Ald. Messina made a motion, seconded by Ald. Jakabs, to approve the minutes of the April 28, 2022 meeting as presented. A voice vote was taken, with all members voting aye.

### INTRODUCTION: PUBLIC COMMENTS

Prior to the beginning of the 2 committee meetings Pat Bonds made an opening statement referencing Public Comments during a committee meeting at 07:31 pm:

**GOOD EVENING. THIS IS A MEETING OF THE STANDING COMMITTEES OF THE CITY. THERE ARE TWO COMMITTEE MEETINGS TONIGHT. THE ILLINOIS MEETINGS ACT PROVISION WILL BE FOLLOWED THIS EVENING. IN ORDER TO ALLOW THE COMMITTEES TO GET TO THEIR PUBLIC BUSINESS, PLEASE KEEP YOR COMMENTS BRIEF. THE PUBLIC COMMENT RULES OF THE CITY OF WOOD DALE WILL BE FOLLOWED.**

#### **SPECIFICALLY:**

- ANY INDIVIDUAL DESIRING TO ADDRESS THE CITY IS REQUIRED TO COMPLETE A PUBLIC COMMENT CARD.
- PLEASE INDICATE THE NAME OF THE SPEAKER.
- PLEASE IDENTIFY THE TOPIC TO BE DISCUSSED AND DESCRIBE THE ACTION, IF ANY, YOU ARE REQUESTING THE CITY TO TAKE.
- EACH INDIVIDUAL MUST FIRST BE RECOGNIZED BY THE CHAIR.
- PUBLIC COMMENT SHALL BE LIMITED TO THREE (3) MINUTES PER PERSON. WHICH TIME SHALL INCLUDE ANY QUESTIONS OR RESPONSES TO THE INDIVIDUAL.
- ALL PUBLIC COMMENTS SHALL BE LIMITED TO A TOTAL OF THIRTY MINUTES AT ANY PUBLIC MEETING.
- PUBLIC COMMENT WHICH INTERFERES WITH THE ORDERLY CONDUCT OF A MEETING, OR OTHERWISE DISRUPTS OR INTERFERES WITH CITY BUSINESS, OR IMPACTS THE ORDER OR DECORUM OF THE MEETING IS PROHIBITED.



**REPORT & RECOMMENDATION**  
**PUBLIC WORKS – PHASE II BID RELEASE**

**DISCUSSION:**

Director Lange reported that the bids had closed Tuesday, May 10<sup>th</sup>, and we should be getting the recommendations next week.

**REPORT & RECOMMENDATION**  
**APPROVAL OF AN AGGREEMENT BETWEEN THE CITY OF WOOD DALE AND MORTON SALT, INC. FOR THE FY 2023 BULK ROCK SALT PURCHASE IN AN AMOUNT NOT TO EXCEED \$78,915.20.**

**DISCUSSION:**

None.

**VOTE:**

Ald. Messina made a motion, seconded by Ald. Susmarski for the approval of an Agreement between the City of Wood Dale and Morton Salt, Inc. for the FY 2023 Bulk Rock Salt Purchase in an amount not to exceed \$78,915.20.

Ayes:	Ald. Ames, Catalano, Jakab, Messina, Sorrentino, Curiale, Susmarski, and Woods.
Nays:	None
Abstained:	None
Motion:	Carried

**ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:**

- City Sign Program – June 9
- 2<sup>nd</sup> Ave Design Options – June 9
- Road Program – July 14

**ADJOURNMENT:**

Ald. Messina made a motion, seconded by Ald. Jakabs, to adjourn the meeting at 7:34 p.m. Upon a voice vote, the motion carried unanimously.

*Minutes taken by Julie Szabo*



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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: June 9, 2022  
Subject: 2<sup>nd</sup> Avenue Closure  
Staff Contact: Alan Lange, Public Works Director  
Department: Public Works

**TITLE:** Closure of 2<sup>nd</sup> Avenue at Spruce Road

### **RECOMMENDATION:**

No recommendation.

### **BACKGROUND:**

During CIP discussions the Council elected to move this item from the unfunded projects list to discuss potentially funding at a future meeting. Staff was tasked with gathering relative information to aid the Council in decision making. As such, staff felt the best path forward was to conduct a feasibility study to look at potential costs and impacts of closing the road. Several design alternatives were considered for cost, impact to private property and existing infrastructure, as well as coordination with several agencies which would be impacted by the project including the Addison Township Highway Department, the Wood Dale Police Department, the Wood Dale Fire District, Bensenville School District 2, Fenton High School District, as well as the unincorporated residents on 2<sup>nd</sup> Avenue.

### **ANALYSIS:**

Several design alternatives were identified each with varying impacts to private property, cost, existing infrastructure and drainage, as well as varying agency's operations. A summary of the alternatives are listed below.

#### **Alternative 1 – City Standard**

This design utilizes the City's standard detail for cul-de-sac construction which is a 45' radius to the back of curb. This design allows for the design vehicle, a 44' pumper truck, to execute a 3-point turnaround, however, significantly encroaches onto neighboring properties. Additional right-of-way and temporary easements would be required.

Estimated cost: \$166,570.00

Alternative 2 – BLRS Minimum Standard

This design utilizes IDOT's BLRS Manual's minimum standard for cul-de-sac construction which is a radius of 30' to the back of curb. This design has less impact on neighboring properties and requires less new right-of-way, however, would not allow the design vehicle to execute a 3-point turn.

Estimated cost: \$95,820.00

Alternative 3 – Large "Hammerhead" Design

This design utilizes a typical design for hammerhead style turnarounds which is 120' length which accommodates pumper fire truck design vehicle. The length could be reduced to 100' with overhang which would require less new right-of-way and encroach less onto resident's properties.

Estimated cost: \$122,550.00

Alternative 4 – Small "Hammerhead" Design (Preferred)

Staffs preferred alternate if the Council elects to proceed with the project. This design utilizes a shorter turnaround (60') which would accommodate smaller vehicles and garbage trucks. This design has the least impact and new right-of-way requirements. Collapsible bollards placed at the dead end would allow emergency vehicles to access Spruce Road in the event of an emergency with minimal delay in response time. All designs, including this one, offer difficulty for other agencies operations (summarized below).

Estimated cost: \$80,700.00

Alternative 5 – Dead End

Least costly alternative which requires no new right-of-way, however, does not provide turnaround for garbage trucks or snowplows. These vehicles would be forced to use resident's driveways to turnaround.

Estimated cost: \$47,250.00

All designs offer difficulty for other agencies operations which is summarized below.

Impacted Agencies

- Police and Fire Department – The Fire Department raised concerns regarding response times to Spruce Road if 2<sup>nd</sup> Avenue was permanently closed. They provided the example below.

*400 Spruce calls for an ambulance.*

*All FD vehicles and staff are in their assigned fire stations.*

*Currently, average response times using Route 83, to 2<sup>nd</sup> Ave, to Spruce are about 4-6 minutes before the first FD unit arrives.*

*With the proposed closure, the distance increases by approximately 2 miles and response times increase to 6-9 minutes before the first FD unit arrives. Two new routing options are listed below.*

- 1. Route 83 to Deerpath, to Edgewood, to Butternut, to Crestwood, to Spruce*
- 2. Route 83 to Oak Meadows, to Woodside, to Spruce*

*Some important facts that could come up against this proposal are:*

*Brain death begins to occur 4 minutes after someone stops breathing.*

*Fire doubles in size every 60 seconds it is allowed to burn.*

*Both scenarios are not good with an increased response time.*

*The proposed closure would significantly increase FD response times and response distance to about 60 homes in the Woodside subdivision (Spruce, Woodside, and Crestwood).*

To avoid such an instance, staff recommends removing barrier curb and replacing with lower profile, mountable curb and collapsible bollards which would allow emergency vehicles to maintain this route. The use of hydraulic bollards is not recommended due to higher initial cost, annual maintenance responsibility, and possibility of failure in the event of an emergency.

- School Districts – This area is served by both Bensenville School District 2 and Fenton High School District. Both Districts Transportation Departments expressed concern regarding the impact on their operations of closing 2<sup>nd</sup> Avenue. By policy, school buses are not allowed to back up with children on board. Both agencies use 2<sup>nd</sup> Avenue as a stopping point for students on Route 83 as well an entry point into the Woodside subdivision. As buses will not stop on 83 for safety concerns, the students would have to be picked up at a different location and bus routes altered accordingly.
- Addison Township Highway Department – The Township expressed concerns regarding snow operations, as well as maintenance responsibility and garbage collection operations.

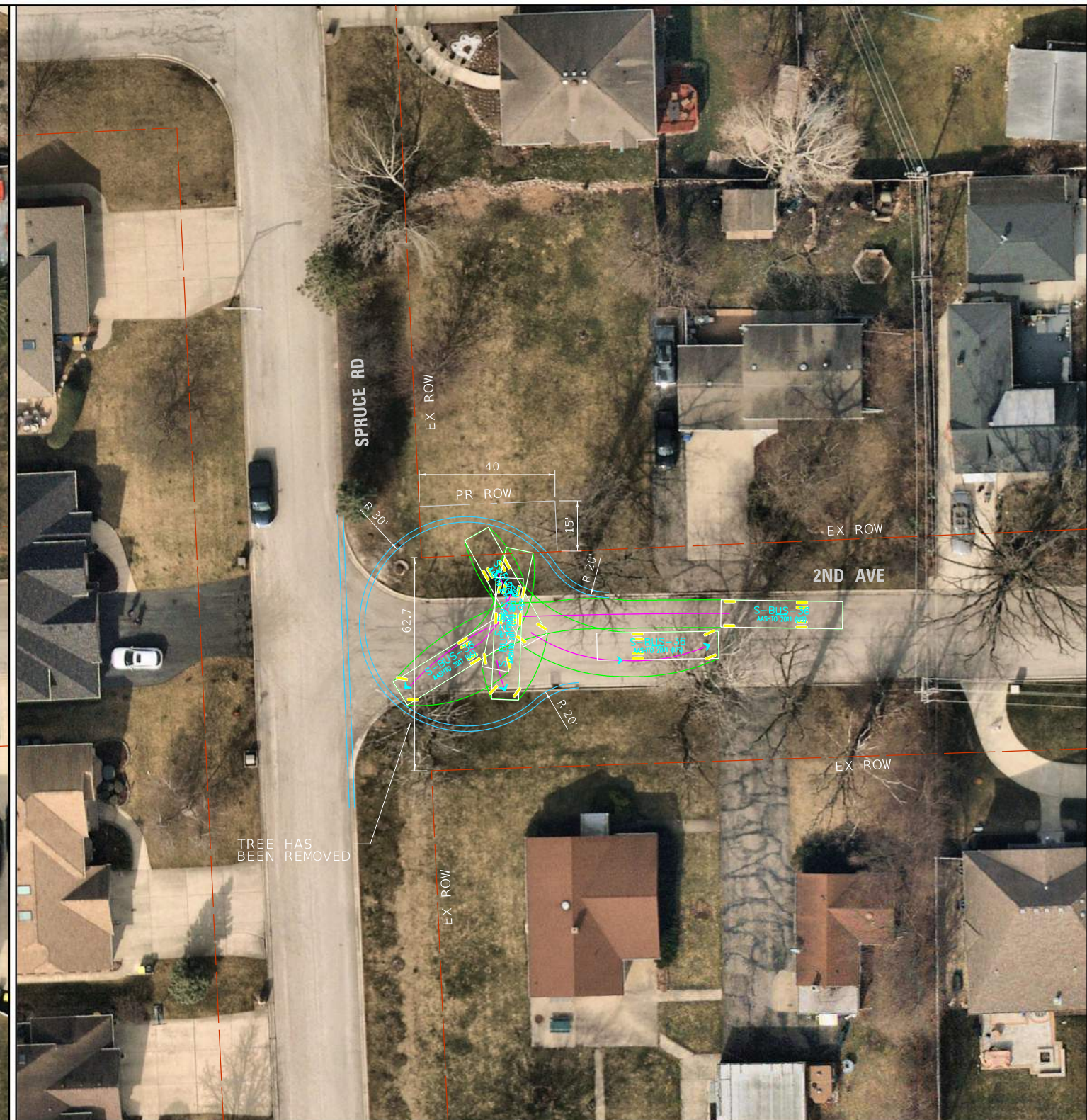
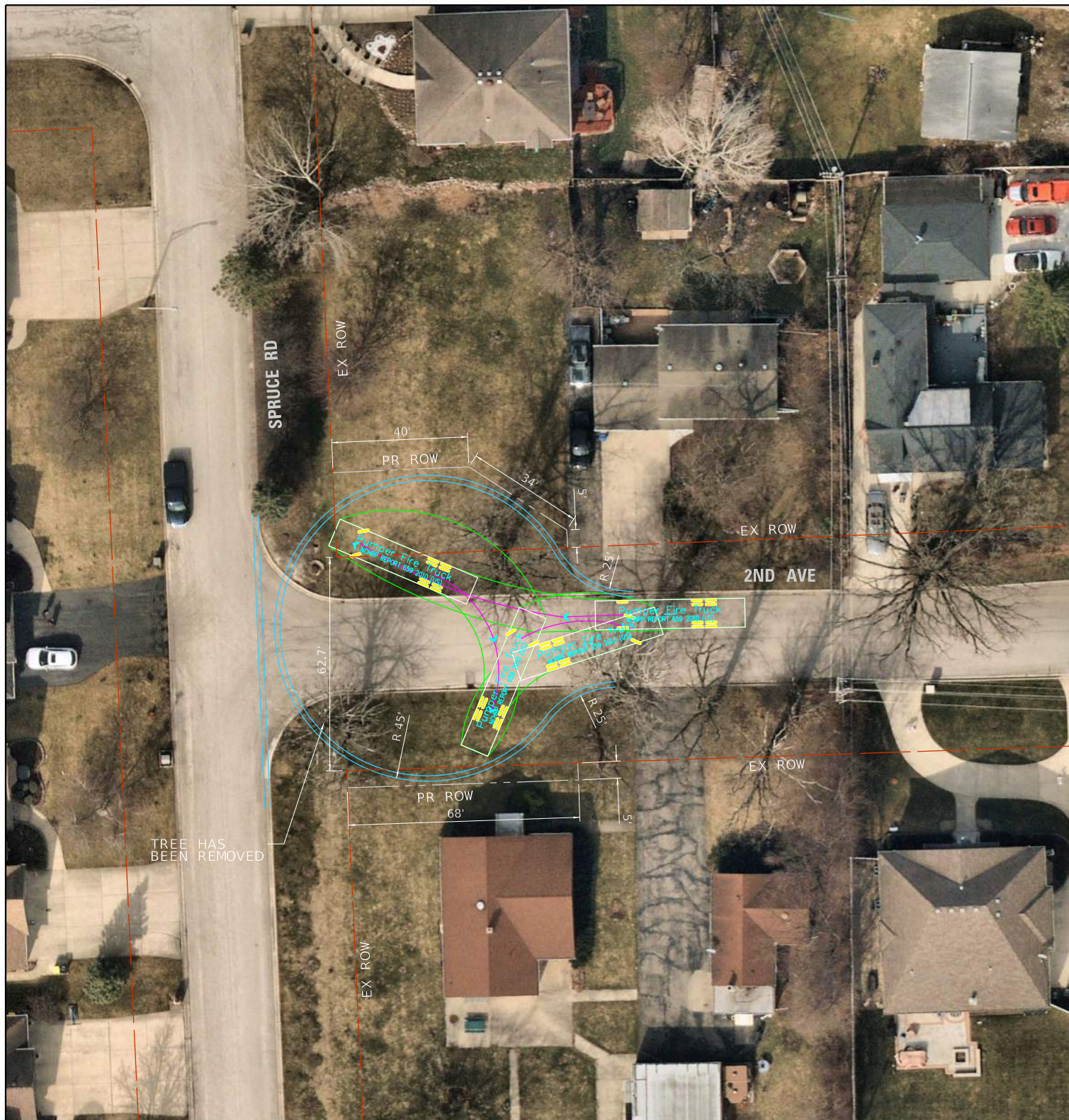
#### Right-of-Way/Easements

Each of these alternatives, with the exception of the dead-end option, requires some amount of new right-of-way dedication and temporary construction easement which are subject to the cooperation of the unincorporated residents as well as fair market value for purchase. It may be necessary that the City annex the portions of new right-of-way which would bring them into City jurisdiction for maintenance responsibility.

#### **DOCUMENTS ATTACHED**

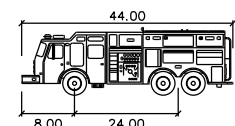
- ✓ 2<sup>nd</sup> Avenue Turnaround Exhibit





**DESIGN OPTION 1 – STANDARD CUL-DE-SAC**

- CUL-DE-SAC FOLLOWS CITY OF WOOD DALE STANDARD.
- REQUIRES ADDITIONAL ROW FROM BOTH ADJACENT PROPERTIES.
- TEMPORARY EASEMENTS WOULD BE REQUIRED FOR GRADING.
- ACCOMMODATES PUMPER FIRE TRUCK.
- DRAINAGE IMPROVEMENTS REQUIRED.
- SIGNAGE FOR "DEAD END" (W14-1) IS PROPOSED ON THE EAST END OF 2ND AVENUE.
- DESIGN SIGNIFICANTLY ENCLOSES INTO ADJACENT PROPERTY.
- SEE SHEET 3 FOR BOLLARD,CURB AND GUTTER AND EMERGENCY ACCESS OPTIONS.

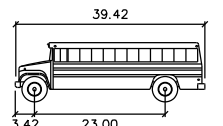


Pumper Fire Truck

Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

**DESIGN OPTION 2 – CUL-DE-SAC**

- CUL-DE-SAC FOLLOWS MINIMUM STANDARDS FROM IDOT BLRS MANUAL.
- REQUIRES ADDITIONAL ROW FROM ABUTTING NORTH PROPERTY OWNER.
- TEMPORARY EASEMENTS MAY BE REQUIRED FOR GRADING.
- ACCOMMODATES BUS DESIGN VEHICLE.
- DRAINAGE IMPROVEMENTS REQUIRED.
- SIGNAGE FOR "DEAD END" (W14-1) IS PROPOSED ON THE EAST END OF 2ND AVENUE.
- ENCROACHMENT INTO PROPERTY IS SIGNIFICATLY LESS.
- SEE SHEET 3 FOR BOLLARD,CURB AND GUTTER AND EMERGENCY ACCESS OPTIONS.



School Bus

Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

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 HRG PROJ CONTACT:  
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 PEN TABLE: 1/10/2022



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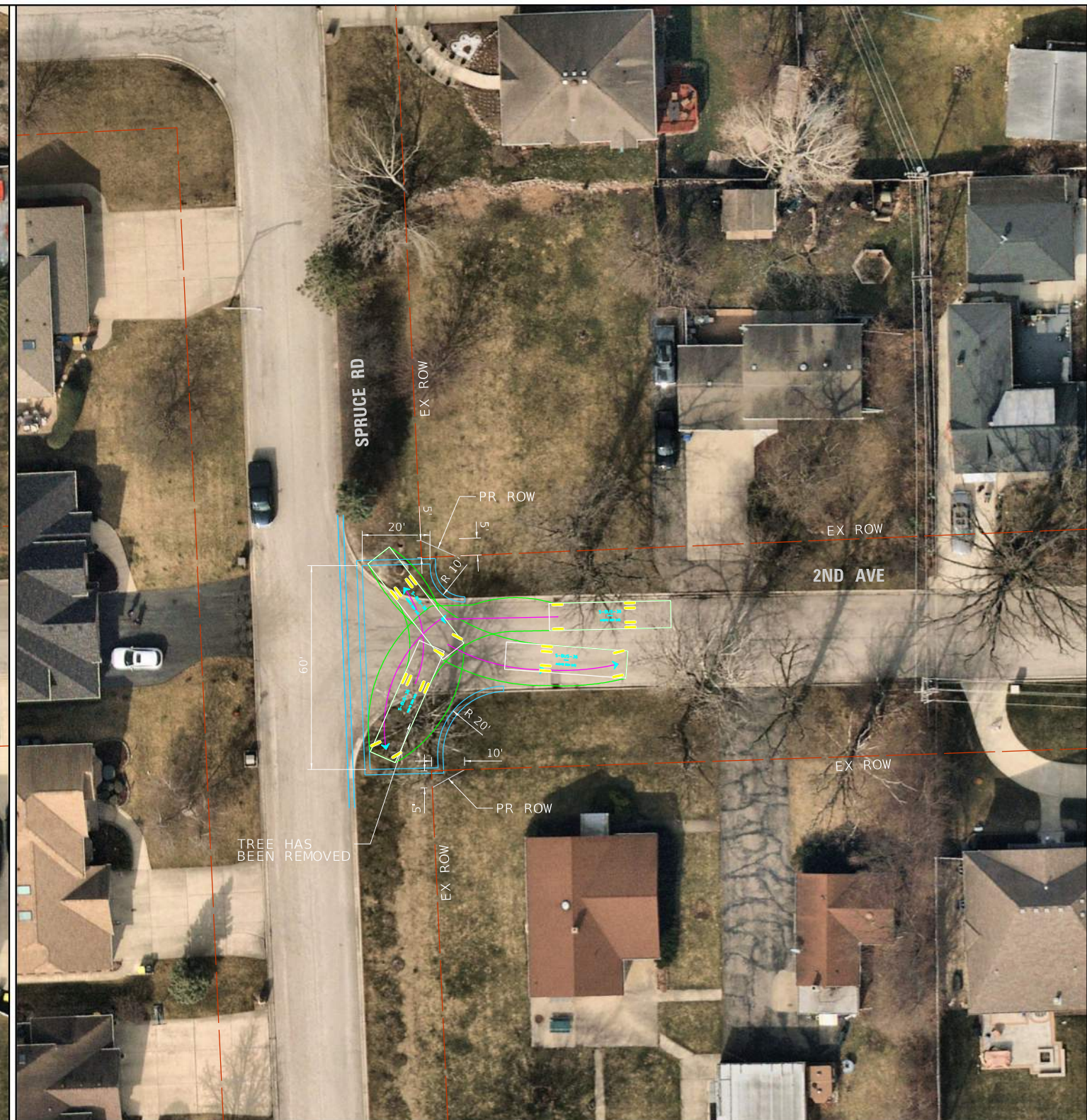
**STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION**

**2ND AVENUE CUL-DE-SAC**

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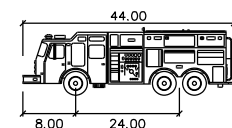
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Packet Page #38			CONTACT NO.	
ILLINOIS		FED. AID PROJECT		





**DESIGN OPTION 3 – LARGE TURN AROUND**

- TYPICAL DESIGN WHICH ACCOMODATES PUMPER FIRE TRUCK DESIGN VEHICLE. THE LENGTH COULD BE REDUCED TO 100 FEET WITH OVERHANG.
- REQUIRES ADDITIONAL ROW FROM BOTH ADJACENT PROPERTIES.
- TEMPORARY EASEMENTS MAY BE REQUIRED FOR GRADING.
- DRAINAGE IMPROVEMENTS REQUIRED.
- SIGNAGE FOR "DEAD END" (W14-1) IS PROPOSED ON THE EAST END OF 2ND AVENUE.
- SEE SHEET 3 FOR BOLLARD, CURB AND GUTTER AND EMERGENCY ACCESS OPTIONS.

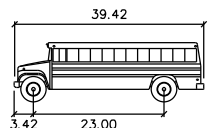


Pumper Fire Truck

	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

**DESIGN OPTION 4 – SMALL TURN AROUND**

- DESIGN ACCOMMODATES BUS DESIGN VEHICLE WITH OVERHANG.
- REQUIRES A SMALL AMOUNT OF ROW FROM ABUTTING SOUTH PROPERTY OWNER.
- TEMPORARY EASEMENTS WOULD BE REQUIRED FOR GRADING.
- DRAINAGE IMPROVEMENTS REQUIRED.
- SIGNAGE FOR "DEAD END" (W14-1) IS PROPOSED ON THE EAST END OF 2ND AVENUE.
- SEE SHEET 3 FOR BOLLARD, CURB AND GUTTER AND EMERGENCY ACCESS OPTIONS.



School Bus

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

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 HRG PROJ. CONTACT:  
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STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION

2ND AVENUE TURN AROUND

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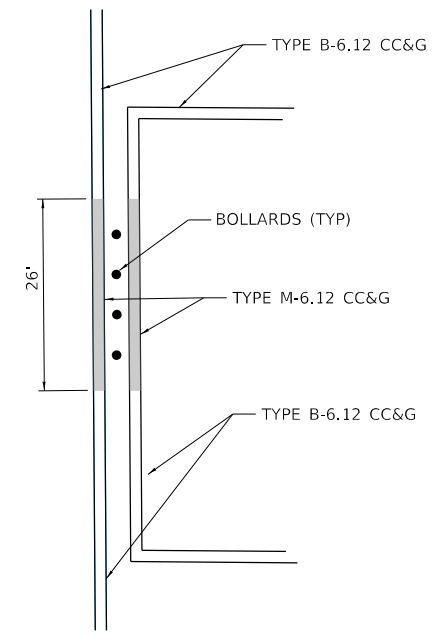
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Packet Page #30 CONTRACT NO.





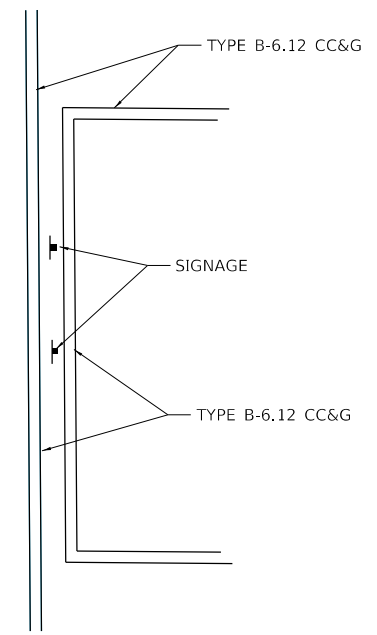
**EMERGENCY ACCESS TO SPRUCE RD**



REGARDLESS OF OPTION CHOSEN - IF EMERGENCY ACCESS IS TO BE PROVIDED FROM 2ND AVENUE TO SPRUCE ROAD, MOUNTABLE CURB AND GUTTER WILL BE PROVIDED ALONG SPRUCE ROAD AND 2ND AVENUE FOR THE WIDTH OF 2ND AVENUE, APPROXIMATELY 26 FEET.

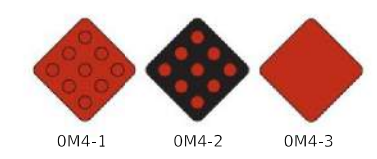
BOLLARDS ARE PROPOSED TO PROHIBIT VEHICLES CROSSING BETWEEN ROADWAYS. A MINIMUM OF THE CENTER TWO BOLLARDS WOULD BE COLLAPSABLE OR REMOVABLE FOR PASSAGE OF EMERGENCY VEHICLES. IF THIS OPTION IS DESIRABLE, DIFFERENT BOLLARD TYPES WILL BE INVESTIGATED.

**NO EMERGENCY ACCESS**



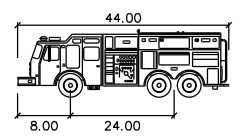
REGARDLESS OF OPTION CHOSEN - IF EMERGENCY ACCESS IS NOT TO BE PROVIDED, BARRIER CURB IS PROPOSED ALONG SPRUCE ROAD AND 2ND AVENUE TO SIGNAGE AT THE END OF 2ND AVENUE.

OM4 SERIES SIGNAGE IS PROPOSED. ONE OF THE THREE DESIGNS IS ACCEPTABLE.



**DESIGN OPTION 5 – DEAD END**

- NON RESIDENTS ARE REQUIRED TO USE DRIVEWAYS TO TURN AROUND.
- TYPE M CURB AND GUTTER IS PROPOSED AT THE END OF 2ND AVENUE FOR EMERGENCY VEHICLES TO ACCESS SPRUCE ROAD. COLLAPSABLE OR REMOVABLE BOLLARDS ARE PROPOSED.
- SIGNAGE FOR "DEAD END" (W14-1) IS PROPOSED ON THE EAST END OF 2ND AVENUE.



Pumper Fire Truck

Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

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	DATE -	REVISED -

**STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION**

<b>2ND AVENUE DEAD END</b>			
SCALE: 1:20	SHEET	OF SHEETS	STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		DUPAGE	3	3
Packet Page #40 CONTRACT NO.				
ILLINOIS FED. AID PROJECT				