



Meeting Agenda

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole

Tuesday, September 17, 2024
[immediately following Village Board Meeting]

CALL TO ORDER

ROLL CALL

APPROVAL OF THE MINUTES

1. **Approval of the Minutes** for the meeting of the Committee of the Whole from **August 20, 2024.**
2. **Approval of the Minutes** for the meeting of the Committee of the Whole from **September 3, 2024.**

PUBLIC COMMENT (limited to 3 minutes per speaker)

OLD BUSINESS

NEW BUSINESS

3. **Discussion and Recommendation** of entering into an agreement with **Omni Technologies, LLC** for the the renewal of the maintenance agreement, and purchase and installation of hardware, for the Village's access control system.

PUBLIC COMMENT (limited to 3 minutes per speaker)

PRESENTATIONS

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT



Meeting Minutes

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole Meeting

Tuesday, August 20, 2024

CALL TO ORDER

Administrator Kurlinkus called to Committee of Whole Meeting

ROLL CALL

PRESENT

Trustee William Babcock
Trustee Stacy Mallicoat
Trustee Susan Petty
Trustee Justin Plock
Trustee Michael Sima
Trustee Michael Wright
Village President Carol Gustafson

APPROVAL OF THE MINUTES

Approval of the Minutes for the meeting of the Committee of the Whole from **August 7, 2024.**

Administrator Kurlinkus entertained a motion;

Motion made by Trustee Sima, Seconded by Trustee Plock.

Voting Yea: Trustee Babcock, Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima, Trustee Wright

PUBLIC COMMENT (limited to 3 minutes per speaker)

None

OLD BUSINESS

1. **Approval of Resolution 2024-XX**, of entering into an Agreement with **Place Foundry Design PLLC** to provide design and owner's representative services for the construction of the Village's Main Street Business Incubator Project.

Administrator Kurlinkus summarized the request stating that this is the design proposal for Hodges Run and Main Street.

Administrator Kurlinkus entertained a motion;

Motion made by Trustee Plock to send to board as first reading, Seconded by Trustee Mallicoat.

Voting Yea: Trustee Babcock, Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima, Trustee Wright

Trustee Plock stated he wanted it to be presented as a first reading so there is a formal meeting with the public next week and make the final reading at the next board meeting. Trustee Plock just wants to ensure transparency, so the public doesn't feel this was a done deal. President Gustafson stated that the tentative plan is to have five concrete pads by October.

2. Update and Discussion on **Bridge Street Parking and Multi-use Project**

Administrator Kurlinkus provided the board with an update to the project for Bridge Street Parking and Multi Use. Administrator Kurlinkus presented the board with visual display of the design for the parking lot, identifying the updates that were made to the design plans. There should be coming soon posters which will be 4x8 placed at the sites to provide the public with information of what is coming to the site. Administrator Kurlinkus provided the board with an overview design of the multi-use area, which is currently owned by Velvet Robot and Nick Sommers. The multi space will have an open space design with tables, stamped concrete patio for public use.

Trustee Plock inquired about the white house, is it completed, Administrator Kurlinkus stated the restoration will be completed this week.

Administrator Kurlinkas entertained a motion,

Motion made by Trustee Plock, Seconded by Trustee Mallicoat.

Voting Yea: Trustee Babcock, Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima, Trustee Wright

NEW BUSINESS

3. **Discussion and Recommendation** to approve conference and travel expenses for Chief Hawley while attending **New Chiefs of Police Orientation**

Administrator Kurlinkus summarized the request for Chief Hawley to attend this training. This training is for Police Chiefs, this request is for per diem. Everything else is included in the training.

Motion made by Trustee Mallicoat, Seconded by Trustee Plock.

Voting Yea: Trustee Babcock, Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima, Trustee Wright

4. **Discussion and recommendation** to the Board for approval of travel expenses for elected officials and staff attendance at the **2024 Illinois Municipal League Annual Conference on September 19-21, 2024** [estimated expenses of \$1,400.00 per attendee].

Administrator Kurlinkus summarized the request for those interested in attending the IML conferenct in September.

Administrator Kurlinkus entertained a motion;

Motion made by Trustee Plock, Seconded by Trustee Wright.

Voting Yea: Trustee Babcock, Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima, Trustee Wright

5. Discussion and Recommendation of a **Special Event Permit** for the **Stateline Disc Golf Association (SDGA) & Outta Bounds Disc Golf Tournament** to be held at **Porter Park** on **November 2, 2024**.

Administrator Kurlinkus summarized request for the disc golf tournament. There was a request for use of the cabin for this tournament. The expected attendance is around 150, a little larger than the last one. Discussion around the use of cabin for non-for-profit events to come in the future.

Administrator Kurlinkus entertained a motion;

Motion made by Trustee Sima, Seconded by Trustee Babcock.

Voting Yea: Trustee Babcock, Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima, Trustee Wright

PUBLIC COMMENT (limited to 3 minutes per speaker)

None

PRESENTATIONS

None

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT

Administrator Kurlinkus entertained a motion;

Motion made by Trustee Petty, Seconded by Trustee Plock.

Voting Yea: Trustee Babcock, Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima, Trustee Wright



Meeting Minutes

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole Meeting

Tuesday, September 03, 2024

CALL TO ORDER

ROLL CALL

PRESENT

Trustee William Babcock
Trustee Stacy Mallicoat
Trustee Susan Petty
Trustee Michael Sima
Trustee Michael Wright
Village President Carol Gustafson

ABSENT

Trustee Justin Plock

APPROVAL OF THE MINUTES

Administrator Kurlinkus entertained a motion,

Approval of the Minutes for the meeting of the Committee of the Whole from **August 20, 2024.**

Motion to layover to next meeting 9/17 made by Trustee Mallicoat,

Seconded by Trustee Sima.

Voting Yea: Trustee Babcock, Trustee Mallicoat, Trustee Petty, Trustee Sima, Trustee Wright

Motion Passed: 5-0-1

PUBLIC COMMENT (limited to 3 minutes per speaker)

None

OLD BUSINESS

None

NEW BUSINESS**1. Discussion and Recommendation** to the Board for approval of **Plat 2 of Glenwood Estates**

Administrator Kurlinkus summarized the request, stating the proposed improvements are located a short distance East of White School Road, bordered by Glenwood Drive to the North and Rhonda Drive to the South. New addresses will be assigned to each Lot after the Plat document is recorded. The project entails the construction of the subdivision infrastructure and residential building construction for the 22 new single-family lots to be subdivided on this currently vacated. Evan Hoier provided information on the plan, lots and feel it is attentive to both agreements. Trustee Mallicoat inquired who maintains the park, it was stated that the developer maintains the park, as well as the roads.

Administrator Kurlinkus entertained a motion,

Motion made by Trustee Babcock, Seconded by Trustee Petty.

Voting Yea: Trustee Babcock, Trustee Mallicoat, Trustee Petty, Trustee Sima, Trustee Wright

Motion Passed: 5-0-1

2. Discussion and Recommendation to approve an agreement with Axon Enterprise, Inc. in the amount of \$5,278.50 to provide equipment for a newly hired police officer.

Administrator Kurlinkus summarized the recommendation, Chief Hawley stated that currently the department has a contract with Axon for body cameras, tasers, evidence.com and cloud storage. With the addition of a 19th Officer there is a need of adding another bundle and purchasing now would be a savings to department versus in 2025. The contract is every 2 1/2 years as the body cameras are switched out by Axon. A new officer will attend academy in January 2025.

Motion made by Trustee Mallicoat, Seconded by Trustee Sima.

Voting Yea: Trustee Babcock, Trustee Mallicoat, Trustee Petty, Trustee Sima, Trustee Wright

Motion Passed: 5-0-1

PUBLIC COMMENT (limited to 3 minutes per speaker)

None

PRESENTATIONS

None

EXECUTIVE SESSION (IF NECESSARY)

None

ADJOURNMENT

Administrator Kurlinkus entertained a motion;

Motion made by Trustee Petty, Seconded by Trustee Wright.

Voting Yea: Trustee Babcock, Trustee Mallicoat, Trustee Petty, Trustee Sima, Trustee Wright

Motion Passed: 5-0-1

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 3.

Agenda Item: **Discussion and Recommendation** of entering into an agreement with **Omni Technologies, LLC** for the renewal of the maintenance agreement, and purchase and installation of hardware, for the Village's access control system.

Date: September 13, 2024

Meeting: Village Board – 9/17/2024

Prepared by:

Department:

Overview/Background Information

The Village currently has an “Lenel S2” access control system which manages the locks for the Village Hall and Police Department Doors. There are several doors on the Village Hall side for which we are having some trouble. We have spoken with the manufacturer and determined that we need to update our license and software for the control system, as well as to install an additional lock control node in the Village Hall. This is a quote from Omni Technologies, LLC to install the necessary upgrades which they believe should resolve our issues. This will also bring our license back into compliance, and allow us to continue to receive the necessary, regular security updates to our access control software.

Key Issues

This quote is to:

- 1) Renew S2 Access Control Software
- 2) Purchase and Install additional node at the Village Hall to manage our locks.

Fiscal Note/Budget Impact

Access Control Update: \$3,851.00

Purchase and Installation of Node: \$3,098.00

Prior Legislative Actions

None.

Action Required/Recommendation

Staff recommends moving this forward to the Village Board for Approval.

Attachments

Quote from **Omni Technologies, LLC** for the renewal of the maintenance agreement, and purchase and installation of hardware, for the Village's access control system.

PROPOSAL

AC - Village of Roscoe Netbox Update

Village of Roscoe

10631 Main Street

Roscoe

IL 61073

Revision: 0

Modified: 8/16/2024

Project No : 24-1533



Presented By:

Omni Technologies, LLC

900 Oregon Center Drive
Oregon, WI 53575 United States
(608) 819-1980
www.omnitechologiesllc.com



SCOPE OF WORK

Omni Technologies is pleased to present this proposal for Village of Roscoe in Roscoe, IL.

Note:

- Two separate options offered

Option 1 Includes:

- (1) Tier2 SUSP software update for existing S2 access control system
- Labor for remote programming.

Option 2 Includes:

- (1) Engage expansion gateway
- Owner to provide PoE power and IP address
- Cat6 cable and cable install labor in existing cable paths
- Labor for device install
- Labor for programming and testing.

Does not include:

- Troubleshooting of existing devices or wiring
- Locking hardware, REX's, door contacts
- Penetrations for floor or bulkhead
- Electrical rough-in/conduit/back boxes
- 120VAC connections
- Yearly system monitoring
- Fire stopping
- Lift/scaffolding rental for work above 12 ft.
- Work performed outside normal business hours
- Equipment or services not listed within the proposal.

Access Control - Option 1

- 1 Labor Head End/Programming Labor
- 1 Lenel S2-SUSP-EXP2
NetBox SUSP PLAN - Expired Tier 2

Access Control - Option 1 Total

\$3,851.00

Access Control - Option 2

- 1000 Genesis 63612106
4-pair Category 6 U/UTP, Plenum CMP/FT6, Blue, 1000 feet Reel-in-a-Box
- 1 Labor Field Device Installation
- 1 Labor Head End/Programming Labor
- 1 Labor Project Management
Project Management & Coordination
- 1 Labor Wire Installation
- 1 Lenel SCH-GWE
ENGAGE Gateway with RS-485, 12/24 VDC Input or PoE.
- 1 Misc. GROUND SHIPPING
Shipping and Handling
- 1 Misc. MILEAGE/TRAVEL

Access Control - Option 2 Total

\$3,098.00

PROJECT SUMMARY

Standard Omni Technologies Terms & Conditions apply. This quote is valid for 30 days.

Acceptance of Proposal – By signing the Proposal, sending a Purchase Order, or giving approval to proceed with proposed work, Customer acknowledges that it has read, understands and agrees to the Terms & Conditions attached here to and incorporated hereto and incorporated herein. Signing below or sending a Purchase Order shall constitute acceptance of the terms of this Proposal and attached Terms & Conditions.

Village of Roscoe

By: _____

Date

Name: _____

Title: _____



08/16/2024

Contractor: Mike Ress - President, Omni Technologies, LLC

Date

TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

1. **ACCEPTANCE.** Omni Technologies, LLC's Proposal ("Proposal") is not valid beyond thirty (30) days of issuance and is subject to change or withdrawal at any time by Omni Technologies, LLC ("Omni") without notice. If Customer signs the Proposal past thirty (30) days of issuance, Customer's signature on Proposal shall be considered an offer and Omni may, at its discretion, accept said Proposal by signing the Proposal or commencing the work ("Work") described in the Proposal. By signing Omni's Proposal, Customer agrees to accept all terms and conditions recited herein and as well as those stated in the Proposal. Any of Customer's terms and conditions in addition to or different from the Proposal and these Standard Terms and Conditions are objected to and shall have no effect.
2. **CONTRACT DOCUMENTS.** The Proposal, including any exhibits and attachments thereto, and these Standard Terms and Conditions (collectively, "Contract Documents") comprise the complete and final agreement ("Agreement") between Omni and Customer. The Agreement supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, whether written or oral, on the subject hereof.
3. **LIMITED WARRANTY.** The materials or equipment listed in the Proposal will be covered by the manufacturer's warranty only. Omni warrants that Work performed hereunder shall be free from defect and performed in accordance with the standards customarily utilized by organizations rendering the same or similar services under the same or similar circumstances. This includes labor to be warrantied during business hours only (M-F, 7am-4pm, excluding holidays). Omni's warranty on its Work shall be limited to a period of one (1) year from the date of substantial completion of all Work or a designated portion thereof, or the date of use by the Customer, whichever is earlier. The Customer's exclusive remedy for defective work shall be that Omni will perform remedial work on any part of its Work which is found to be defective. Note that any remedial work performed under this warranty will not restart the warranty period. This warranty does not cover the following: defects caused by abuse, misuse or negligence of or by the Customer; defects caused by "Force Majeure" events (as described below); and any malfunctions or defects experienced subsequent to being modified, repaired, serviced or altered in any way by any agency other than Omni, regardless of whether the other agency caused the malfunction or defect. Omni does not represent or warrant that the system may not be compromised or circumvented, that the system will prevent any loss by burglary, theft, fire, or otherwise, or that the system will provide the protection for which it was installed or intended.
4. **LIMITATION OF LIABILITY.** Customer agrees that Omni is not an insurer; that insurance, if any, shall be obtained by the Customer and that the payments provided for herein are based solely on the value of the services as set forth herein and are unrelated to the value of the Customer's property or the property of others located on the Customer's premises. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to, installation, maintenance or monitoring service, or the failure of the system to properly operate with resulting loss to customer because of, among other things: (i.) the uncertain amount or value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert; (ii.) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding; (iii.) the inability to ascertain what portion, if any, of any loss would be proximately caused by Omni's failure to perform or by its equipment to operate; and (iv.) the nature of services provided varies on an individual project basis. In the event that Omni shall be found in breach of this Agreement or in the event of any other alleged claim with respect to the Work, the Customer agrees that Omni's total liability to Customer shall not exceed the compensation paid to Omni under this Agreement.
5. **LIMITATION OF WARRANTY.** EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN PARAGRAPH 3 OF THIS AGREEMENT, EQUIPMENT, PRODUCTS, MATERIALS AND SERVICES ARE PROVIDED "AS IS" AND

OMNI DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OMNI MAKES NO GUARANTEES OR WARRANTIES REGARDING PERFORMANCE OR SUITABILITY FOR YOUR PURPOSE AND OMNI MAKES NO GUARANTEES OR WARRANTIES THAT THE PRODUCTS OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES WHICH THE PRODUCT OR SERVICES IS DESIGNED TO DETECT OR AVERT. The Customer agrees that the sole and exclusive remedy available is limited to the warranties set forth herein, and the Customer agrees not to assert any other claim for any other damage arising out of this transaction, including, but not limited to, any incidental or consequential damages other than Omni's responsibility to provide replacement product, whether in contract, tort, negligence, strict liability, statutory or regulatory violation, or any other legal theory. The exclusive remedies available in these Standard Terms and Conditions are fair and reasonable.

6. **INDEMNIFICATION.** If Customer uses any goods from Omni not in accordance with Omni's catalogs, specifications, manufacturer materials, instructions, or recommended installation or service procedures, Customer agrees to defend, indemnify and hold Omni harmless from and against any and all loss, costs, damage liability or expense, including without limitation costs of suit and attorneys' fees and expenses, arising out of or relating to or resulting in any way from such use.
7. **FORCE MAJEURE.** Omni shall not be responsible for damages or delays nor shall Omni be considered in default of its performance of its obligations hereunder, if damages, delays or performance of such obligations is prevented or delayed by circumstances outside of Omni's control, such as: delay in the production, delivery, supervision or installation of any of the labor, materials and equipment covered hereby if such delay shall be due to one or more of the following causes: fire, strike, labor dispute with workmen, flood and other acts of God, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of Omni. Time for performance of Omni's obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.
8. **TIME FOR PERFORMANCE.** Any time for performance or milestone time or date given in the Contract Documents is approximate only. Omni will use reasonable efforts to perform within or by the time or date given, but makes no guaranty in respect of times or dates given. If Omni revises any time or date given, Omni will advise Customer of the approximate time or date as soon as reasonably practicable.
9. **COOPERATION.** Customer agrees to cooperate fully with Omni in the provision of the Work, including, without limitation, timely payment, timely provision of requested information and timely access to Customer's property. Customer shall provide and pay for water, heat, and utilities consumed by Omni during performance of the Work hereunder. Customer is to prepare all Work areas so as to be acceptable for Omni's Work. Omni will not be called upon to start Work until sufficient areas are ready to ensure continued Work.
10. **INFORMATION.** The Proposal was prepared solely based on the information supplied to Omni by the Customer. Omni has relied on the correctness, accuracy and completeness of the information provided by the Customer. Omni reserves the right to make any changes to the Proposal and/or the pricing of this Proposal if, at any time after you accept this Proposal, any information provided by the Customer proves to be incorrect, inaccurate or incomplete.
11. **DISPUTE.** Customer's remedy must be asserted within one year from substantial completion of the work. Any action involving a dispute in this contract shall be brought in the state or federal district court located in Madison, Wisconsin.
12. **DAMAGE OR LOSS; DELIVERY.** Delivery of materials or equipment not to be installed by Omni shall be F.O.B. at the manufacturer's factory, warehouse, or office selected by Omni. Delivery of materials or equipment agreed in the Proposal to be installed by Omni shall also be F.O.B. manufacturer's factory, unless stated otherwise in the Proposal. In case of equipment not to be installed by or under the supervision of Omni, Omni shall not be liable for damage or loss after delivery of such equipment to the point of shipment. In case of equipment to be installed by or under supervision of Omni, Omni shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Omni, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Omni, the Customer shall promptly pay or reimburse Omni, in addition to or part from any and all other sums due or to become due, an amount equal to the damage or loss.
13. **RETURN GOODS FOR CREDIT, EXCHANGE, OR REPAIR.** Return goods for credit, exchange, or repair cannot be accepted without prior authorization from Omni. Shipments returned without authorization will be refused and returned transportation charges collect. Materials returned in other than the condition specified on the return authorization will be credited on the basis of inspection. A restocking charge of 20% or \$20.00, whichever is greater, will apply to all stock material returned for credit. Credit for returned material will in no case be higher than the cost originally billed.
14. **CLAIMS FOR SHORTAGE.** Each shipment shall be examined by the Customer immediately upon his receipt thereof and any claim for shortage or any other cause must be reported to Omni within 10 days after such receipt.

15. **ASBESTOS/HAZARDOUS MATERIALS**. Customer and Omni agree that unless expressly agreed otherwise in this Agreement, including a budget line item, Omni's obligations hereunder do not include the removal or remediation of asbestos or any hazardous material and Omni shall have no obligation to remove asbestos or other hazardous materials encountered during the Work, which the obligation and cost of which shall be the sole responsibility of Customer. In the event Omni encounters asbestos or other hazardous material, Omni shall stop all Work immediately and shall notify Customer at once to determine the appropriate action. Any delay in completion of the Work caused by Omni's encounter with asbestos or other hazardous material and Customer's determination of appropriate action to correct the situation shall not constitute a default. Where a delay under this section will be for a material amount of time, as reasonably determined by Omni, the parties agree to meet in good faith to discuss an appropriate Change to the Work, including, as applicable, a change to the contract price and/or time for performance of Work.
16. **CONCEALED OR UNKNOWN CONDITIONS**. If Company is delayed in the commencement, performance, or completion of its work by causes beyond its control and without its fault, including, but not limited to, inability to access the Customer's property, concealed or hidden conditions encountered at the premises (including the presence of Asbestos or other Hazardous Materials), a Force Majeure Event, failure by Customer to perform its obligations under this Agreement, or failure by Customer to cooperate with Omni in the timely completion of its work, Omni shall provide immediate verbal and written notice of such condition to the Customer. In the event that any of the foregoing causes an increase in the cost of performance of the Work or an increase in the time required for completion of the work, Company shall be entitled to the same. In such instances, Omni may suspend all work, pending Customer's approval of any request for additional compensation and/or time extension.
17. **SATISFACTORY PERFORMANCE; NON-COMPLIANT WORK**. Within fifteen (15) days of receipt of an invoice, Customer shall have the right to review the Work performed by Omni, for purposes of determining whether the Work is in compliance with the terms of this Agreement. Where Customer finds the Work performed by Omni does not comply with the terms of the Agreement, Customer shall provide Omni with a written notice of non-compliant Work within ten (10) days of its receipt of Omni's invoice. Omni shall provide to the Customer a plan to remediate the non-complaint Work within fifteen (15) days after receiving the Customer's notice of non-compliant Work. When the invoiced work has been completed in accordance with the Agreement, the Customer shall approve the invoice for payment.
18. **SUBSTANTIAL COMPLETION**. Warranties required by this Agreement shall commence on the date of "Substantial Completion" of the Work, which shall be the date in which Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Customer can occupy or use the Work. Once there has been Substantial Completion of the Work, it shall be assumed that Omni has substantially completed its obligations under this Agreement and Omni should be paid all amounts due pursuant to the Agreement.
19. **DEFAULT; REMEDIES**. It shall be a default under this Agreement if any Party shall (a) fail to make any payment hereunder within ten (10) days of its due date; or (b) materially breach any other term of this Agreement and such term shall remain uncured for thirty (30) days after written notice from the Party not in default. In the event of a default by a Party, the non-defaulting Party may exercise any or all of the following remedies without the requirement of additional notice to the Party in default: (a) terminate this Agreement; (b) immediately stop performance of the Services; (c) charge default interest at the rate of eighteen percent (18%) per annum on any overdue payment from the due date of such payment until paid in full; and (d) exercise any other rights or remedies available at law or in equity.
20. **WAIVER**. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver. No provision of this agreement shall serve to void Omni's entitlement to payment for properly performed work or suitably stored materials or to require Omni to continue performance if timely payments are not made to Omni for suitably performed work or stored materials or to void Omni's right to file a lien or claim on its behalf in the event that any payment to Omni is not timely made.
21. **CHANGES, MODIFICATIONS OR AMENDMENTS**. All changes, modifications or amendments to this Agreement must be in writing and signed by Omni and Customer. Omni's obligation to perform work for the Customer is strictly limited to the work outlined in the Proposal. The Parties expressly recognize, prior to final completion of the work performed hereunder, that there may be changes or modifications to the scope of the work, either at the request of Customer or at the suggestion of Omni. In the event that Customer or Omni requests or suggests a change or modification in the scope of the work, Omni and Customer must enter into a change order, meaning an executed written agreement between Omni and Customer detailing approved changes in the scope of the work and any corresponding additional compensation or additional time for performance.
22. **TAXES**. All taxes, which may be applicable to the merchandise or sale thereof covered by the Proposal, will be billed on the invoices. Those agencies or businesses not paying sales tax should submit their exempt or resale number to preclude charges for such tax.
23. **TERMS OF PAYMENT**. Omni requires a deposit be made; the deposit itself will include 40% of the total order, due at the time of equipment/material order. The deposit will be collected and held for the purpose of being applied to the final bill. Progress billing will apply throughout the project. Payment terms are net 30 days unless otherwise stated. It should

be understood that progress billings will be made throughout the duration of the project. Billings will represent materials ordered and work completed to date. Title to equipment/materials does not pass from Omni until bill is received. Omni reserve the right, upon notification 30 days in advance of those accounts 90 days or more delinquent, Omni may remove from Customer's premises all equipment and material listed on the Proposal. Furthermore, Omni shall in no way be obligated to restore the premises to its original condition or redecorate same in the event system in part is removed as a result of Customer's default in payment. All labor charges, including those assessed for removal will be due from the Customer. Customer agrees to pay all costs and expenses of collection of any amounts due from Customer hereunder, including attorneys' fees or collection agency's fees, out-of-pocket expenses and Interest. Credit for return merchandise will be made as listed under return goods for credit, exchange or repair. Omni reserves the right to restrict the terms of payment or to require full payment prior to time of performance if, in Omni's exclusive opinion, the Customer's financial condition or other circumstances do not warrant shipment or installation on the terms originally proposed in this Agreement. All sums not paid when due shall bear an interest rate of 1.5% per month or the maximum legal rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Contractor.

24. **CLEAN UP.** Omni will perform its own clean up and will not be liable for any cleanup work done by others. Furthermore, Customer agrees that no back charges will be issued and no deductions will be made except for Items clearly defined and agreed to in advance.
25. **OVERTIME.** It is contemplated that any installation or supervision labor and services proposed in this Agreement to be performed by Omni shall be performed during normal working hours, excluding holidays. If for any reason the Customer requests Omni furnish any such labor or services outside of such regular working hours, any overtime or other additional expense occasioned thereby shall be billed to and paid by the Customer as an extra.
26. **TERMS OF SALE.** All Omni proposals, all acceptances of Customer's orders, and all sales by Omni are expressly limited to, and expressly made conditional upon, the Customer's acceptance of and assent to the Standard Terms and Conditions as set forth herein, notwithstanding receipt of, or acknowledgment of, the Customer's order form or specifications containing additional or different provisions, or conflicting oral representations by any agent or employee of the Omni or the Customer. No waiver, change, or modification of any terms or conditions in the Proposal or document hereof shall be binding on Omni unless made in writing and signed by Omni's President, Mike Ress.
27. **CONSENT AND RELEASE.** Omni reserves the right to disclose for marketing or advertising purposes information respective to the Agreement without Customer's prior approval.
28. **LAW.** This Agreement and the rights and duties of the parties shall be governed and interpreted in accordance with the laws of the State of Wisconsin. Any court proceedings or litigation arising out of or pertaining to this Agreement shall be brought in the State of Wisconsin, Circuit Court of Dane County, or the Federal Court of the Western District of Wisconsin, only. The parties expressly submit to said jurisdiction and venue.
29. **VALIDITY.** If any term or provision of this Agreement shall to an extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions of this Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular item or provision held to be invalid, void and unenforceable.
30. **ASSIGNMENT.** No assignment or transfer, in whole or in part, of this Agreement by the Customer shall be binding upon Omni without its prior written consent by Omni's President.
31. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of this Agreement and agrees to be bound by them, that this Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous agreements, whether oral or written. This Agreement may not be modified or amended in any respect except by a written instrument that specifically states that it is intended as a modification or amendment of this Agreement. This modification or amendment instrument shall not be binding on Omni, unless signed by an Omni's President and an authorized agent of the Customer.