



Village of Downers Grove

Report for the Village Council Meeting

Table 1 - Council Agenda item.

Subject	Resolution to Approve Agreement to Purchase Automated License Plate Reader (ALPR) Cameras
Submitted By	Michael DeVries, Chief of Police

Synopsis

A resolution has been prepared to authorize an amendment to the agreement with Minuteman Security & Life Safety for the purchase and installation of five additional Automated License Plate Reader (ALPR) cameras on Lacey Road, Belmont Road and at the intersection of 63rd Street and Leonard Avenue and to authorize additional work with respect to recently purchased ALPR cameras.

Strategic Plan Alignment

The goals for 2025 - 2027 include Exceptional Municipal Services.

Fiscal Impact

The purchase and installation of these five ALPR cameras will be made with Department of Justice asset forfeiture funds. Sufficient funds are available.

Recommendation

Approval on the May 19, 2026 Consent Agenda.

Background

In 2021, the Village entered into an agreement with Minuteman Security & Life Safety for the purchase, installation, and operation of a fixed-location ALPR system. Subsequent extensions, change orders and agreements were executed in 2024, 2025, and 2026 to support the purchase and installation of four (4) additional ALPR cameras in both 2024 and 2025. These additions were funded through the 2023 and 2024 Illinois Attorney General's Office Organized Retail Crime grants, while the 2026 grant provided funding for the installation of five (5) additional cameras.

The Police Department currently uses Genetec-brand ALPR cameras installed by Minuteman Security & Life Safety. These ALPR cameras are positioned around the Village limits and are used to investigate crime, alert officers to stolen vehicles and locate endangered and missing persons. Police Department personnel access the ALPR database through Minuteman's proprietary Osprey Recognition database, which not only acts as the cloud repository for license plate reads, but also alerts officers to "hits" on the system in real-time through the web-based application.

Staff recommends purchasing five (5) additional ALPR cameras with the Department of Justice asset forfeiture funds and to install them on Lacey Road north of Finley, Belmont Road north and southbound and at the intersection of 63rd Street and Leonard Avenue. Minuteman is the only vendor that can provide ALPR's that interact with the existing Osprey Recognition database. Additional work to install one (1) of the five (5) cameras previously purchased is also required. Using any other vendor to install ALPR's would preclude the department from viewing those cameras on the existing database. Accordingly, Minuteman is an approved sole-source vendor.

Attachments

Resolution

Agreement

Resolution No.

A Resolution Authorizing Execution of an Amendment to the Agreement Between the Village of Downers Grove and Minuteman Security Technologies, Inc.

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

SECTION 1. That the form and substance of an amendment (the "Agreement") to the agreement between the Village of Downers Grove ("Village") and Minuteman Security Technologies, Inc. ("Contractor") to authorize the purchase of an additional five (5) Automated License Plate Reader cameras and additional work, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

SECTION 2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

SECTION 3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

SECTION 4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

By: Mayor

Passed:

Published:

Attest:

By: Village Clerk

**AMENDMENT TO AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
MINUTEMAN SECURITY AND LIFE SAFETY, INC.**

The Village of Downers Grove, Illinois and Minuteman Security Technologies, Inc. DBA Minuteman Security and Life Safety, Inc. entered into a Contract for the purchase and installation of five (5) automated license plate readers (“ALPR’s”) on or about February 17, 2026 (the “Agreement”). The Parties desire to amend the Agreement as follows:

1. The Agreement is hereby amended to include the purchase and installation of five (5) additional ALPR’s as set forth on Quote #053859, Version 2, attached hereto as Exhibit A.
2. The Agreement is hereby amended to include the work set forth on Invoice 192109, attached hereto as Exhibit B.
3. All other terms from the Agreement remain in full force and effect.

VILLAGE OF DOWNERS GROVE

David Fieldman, Village Manager

Date: _____

**MINUTEMAN SECURITY AND LIFE
SAFETY, INC.**

Shawn OConnell

Signature

Title: Business Development Manager

Date: 4/22/2026

Exhibit A



We have prepared a quote for you

Downers Grove - 12/29/2025 LPR Adds

Quote # 053859
Version 2

Prepared for:

Downers Grove Police Department

Jeremy Thayer
jthayer@downers.us

8200 W. 185th St
Tinley Park , IL 60487
<https://www.minutemanst.com>
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Scope of Work **Scope**

Minuteman Security and Life Safety will and install (5) new LPR cameras at the following locations within Downers Grove.

Lacey Rd. North of Finley - (2) LPR

- (2) Osprey Recognition cameras to capture (2) lanes of NB traffic on Lacey Rd and (1) left turn lane mounted on Downers Grove street light pole
- (1) OPM with battery, POE, modem & cellular antenna
- Lyons Pinner Electrical Contractors to provide and install electrical disconnect on pole □ Downers Grove to provide (1) sim card and cellular data plan

Belmont Rd NB - (1) LPR

- (1) Osprey Recognition Long Range LPR to capture NB traffic on Belmont mounted on Downer Grove street light pole
- (1) OPM with battery, POE, Modem & cellular antenna
- Lyons Pinner Electrical Contractors to provide and install electrical disconnect on pole □ Downers Grove to provide (1) sim card and cellular data plan

Belmont Rd SB - (1) LPR

- (1) Osprey Recognition LPR camera to capture SB traffic on Belmont mounted to Downers Grove street light pole □ (1) OPM with battery, POE, Modem & cellular antenna
- Lyons Pinner Electrical Contractors to provide and install electrical disconnect on pole □ Downers Grove to provide (1) sim card and cellular data plan

63rd St & Leonard EB - (1) LPR

- (1) Osprey Recognition LPR camera to capture EB traffic on 63rd St mounted to DuPage County DOT traffic light
- (1) Submittal package to DuPage County DOT
- Lyons Pinner to provide and install electrical disconnect on pole and provide update traffic cabinet drawings
- (1) IPCAM with POE, Modem and Cellular Antenna
- Downers Grove to provide (1) sim card and cellular data plan

Inclusions and Exclusions

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Recurring Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
1 Year Unity Cloud Platform Subscription for 1 camera	\$600.00	\$600.00	5	\$3,000.00	\$3,000.00
Peplink PrimeCare - 1-Year	\$79.00	\$79.00	4	\$316.00	\$316.00

Recurring Subtotal: **\$3,316.00**

Subtotal: **\$3,316.00**

Materials

Description	Price	Qty	Ext. Price
Head End Equipment & Software			
OspALPR LPR Only on Camera License	\$750.00	5	\$3,750.00
OspALPR MMC & V-Class Extension on Camera License	\$200.00	5	\$1,000.00
Field Devices			
AXIS Q1800-LE License Plate Camera	\$1,723.29	1	\$1,723.29
15-38mm 2MP Osprey LPR Camera	\$953.49	4	\$3,813.96
Pole mount/box for K-Osprey camera	\$80.00	4	\$320.00
Purple Micro SD Card - 64GB	\$61.53	5	\$307.65
IPCAM-BT-Power Box Enclosure (FG)	\$1,323.52	1	\$1,323.52
OPM Power Box Enclosure-Pole Mount	\$2,081.97	3	\$6,245.91
Peplink MAX BR1 Mini - LTE - US	\$466.67	4	\$1,866.68
Peplink Antenna Max	\$406.67	4	\$1,626.68
Security Project submittal to DuPage County DOT	\$0.00	1	\$0.00
per Day Charge for Aerial Boom/Lift Bucket Truck	\$300.00	4	\$1,200.00

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Subtotal: **\$23,177.69**

Labor

Description	Price	Qty	Ext. Price
Installation Services	\$5,248.00	1	\$5,248.00
Programming Services	\$4,592.00	1	\$4,592.00
Project Management Services	\$700.00	1	\$700.00
Engineering Services	\$2,880.00	1	\$2,880.00
Electrical disconnect wired into existing power w/permit	\$10,077.78	1	\$10,077.78

Subtotal: **\$23,497.78**

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Downers Grove - 12/29/2025 LPR Adds



Prepared by:

LPR

Shawn O'Connell
 3314549656
 soconnell@minutemanst.com

Prepared for:

Downers Grove Police Department

825 Burlington Ave
 Downers Grove, IL 60515-4783
 Jeremy Thayer
 (630) 434-5653
 jthayer@downers.us

Quote Information:

Quote #: 053859

Version: 2
 Delivery Date: 02/02/2026
 Expiration Date: 02/27/2026

Quote Summary

Description	Amount
Recurring Services	\$3,316.00
Materials	\$23,177.69
Labor	\$23,497.78
Total: \$49,991.47	

Recurring Expenses Summary

Description	Amount
Recurring Services	\$3,316.00
Recurring Total: \$3,316.00	

Payment Terms: Net 30 Days

LPR

Signature: Shawn O'Connell
 Name: Shawn O'Connell
 Title: Executive Account Manager
 Date: 02/02/2026

Downers Grove Police Department

Signature: _____
 Name: _____
 Date: _____

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Minuteman Security & Life Safety T&C's Sales Agreement Terms & Conditions

These **Sales Agreement Terms & Conditions** (these "Terms & Conditions"), including the terms and conditions below, and any agreement, estimate, proposal, work order, or quote executed in writing pursuant thereto (each a "Proposal" and together with the Terms & Conditions, this "Agreement"), are entered into by and between Minuteman Security Technologies, Inc. ("Minuteman") and the customer listed on a Proposal ("Customer") and are subject to the laws in effect in the State in which it has been signed and executed.

SERVICES: This Agreement constitutes an offer to Customer for performance of installation, repair, and associated services listed in the applicable Proposal (the "Services") for certain equipment provided by Minuteman pursuant to the Proposal (the "System") upon the terms and conditions stated herein, and constitutes a binding contract between Customer and Minuteman upon Customer's acceptance of a Proposal. Upon acceptance, this Agreement, together with all documents referenced herein, shall constitute the complete and exclusive agreement between the parties, superseding all other prior oral and written agreements. No modifications, alterations, additions or change orders shall be binding or enforceable unless approved in writing by both parties. For the avoidance of doubt, any terms and conditions listed in Customer's purchase order, confirmation, communications, or otherwise shall not apply to this Agreement and are hereby rejected by Minuteman.

PRICE: In consideration for the performance of the Services, Customer shall pay Minuteman the amount set forth in the Proposal (the "Price"), subject to any modifications in a Change Order (as defined below). Customer authorizes Minuteman to obtain labor and materials in accordance with the Price and the specifications set forth herein to accomplish the Services. Unless otherwise set forth in the Proposal, the Price does not include permits, licenses, sales tax, bonds, or shipping costs .

CHANGE ORDER: The parties may request changes in the Services consisting of reasonable additions, deletions or modifications pursuant to a written change order signed by both parties ("Change Order"). Such requested changes shall not be binding on Minuteman until accepted by Minuteman in a written Change Order. All reasonable and mutually agreed upon changes in the Services and corresponding changes in payments and deadlines shall be authorized by Customer in writing.

PAYMENT: Unless alternate payment terms are set forth in a Proposal, all amounts due hereunder are NET thirty (30) days of the date printed on the invoice. Minuteman may require a deposit in its sole discretion. To the extent permitted by applicable law, any unpaid amounts not received within seven (7) days from Minuteman's completion of the Services shall be subject to interest at the rate of 1.5% per month, or the maximum rate permitted by applicable law, whichever is less. Customer shall reimburse Minuteman for any interests, costs incidental to collection and attorney's fees incurred in the collection of past due amounts. Minuteman may suspend the Services in the event that Customer fails to timely pay any invoiced amount.

MOBILIZATION AND PROGRESS BILLING: Unless otherwise specified in the Proposal, Customer shall pay Minuteman in accordance with the following invoicing schedule: (i) an initial mobilization invoice equal to thirty percent (30%) of the Price shall be issued upon execution of the Proposal and shall be due prior to the commencement of Services. (ii) invoices for the balance of all equipment and materials shall be issued upon receipt of such items by Minuteman and shall be due in accordance with the terms set forth herein; and (iii) progress invoices for labor shall be issued monthly, based on the percentage of completion of the Services and as determined by Minuteman with reasonable discretion.

BILL AND HOLD: Customer may request that Minuteman invoice for and hold in its possession, certain equipment or materials purchased for the Project ("Bill and Hold Arrangement"). Minuteman may, in its sole discretion, agree to such request provided that all of the following conditions are satisfied: (i) Customer provides a written request confirming the need for a Bill and Hold Arrangement and acknowledging that billing will occur prior to delivery; (ii) the Bill and Hold Arrangement is established for a substantive business reason; (iii) the equipment and materials subject to the Bill and Hold Arrangement are specifically identified as belonging to Customer and are segregated from Minuteman's general inventory; (iv) the equipment and materials are complete, ready for physical transfer to Customer and available for delivery at Customer's request; and (v) Minuteman does not retain the ability to use or substitute the equipment and materials or direct them to another customer. Upon Minuteman's issuance of an invoice under a Bill and Hold Arrangement, Customer acknowledges and agrees that all risks of ownership, transfer to the Customer as of the invoice date.

SCHEDULING: Customer acknowledges and agrees that any dates for performance of the Services set forth in a Proposal are estimates, and that Minuteman reserves the right to reschedule without additional charge to Customer, except as otherwise set forth herein. Customer will be responsible if any interruption of

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Minuteman Security & Life Safety T&C's

Minuteman's Services results from Customer's failure to provide reasonable access or due to the acts of negligence of others not under Minuteman' direction.

TERMINATION: Minuteman may terminate this Agreement in the event of Customer's breach of any of its obligations, provided that Customer fails to cure such breach within thirty (30) days from Minuteman's written notice of the breach. In the event of Minuteman's termination for Customer's breach, Minuteman shall be entitled to collect from Customer all amounts for Services performed up to the date of termination, plus any amounts for non-returnable or non-refundable materials or contracts, and any demobilization costs. Minuteman may suspend its Services if there is any safety issue or if Customer fails to cooperate with Minuteman.

OPERATION: Customer shall be responsible for: (i) properly testing and setting the System on every closing and to properly turn off the System on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures. Whenever Minuteman employees or authorized representatives are sent to the Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer shall pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS; FORCE MAJEURE: Minuteman shall not be liable or responsible to Customer, not be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any terms of this Agreement, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, fire, earthquake, explosion, government order, law, or action, , national emergency, revolution, insurrection, epidemic, pandemics, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials, power outage, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in completion time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in completion time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in completion time caused by: neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the System are based upon coverage during "normal business hours of operation." Services performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by third party. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer at Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the rates provided above at any time or times after the expiration of one year from the date Services are provided under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

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MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of Services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Customer's premises. To the maximum extent permitted by law, Customer shall not seek indemnity under this Agreement from Minuteman for any damages or losses caused by hazards to customers, invitees, guests, or property of Customer or third parties.

~~TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER MINUTEMAN NOR ITS AFFILIATES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE UNDERLYING TRANSACTIONS HERETO, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MINUTEMAN'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE UNDERLYING TRANSACTIONS HERETO SHALL NOT EXCEED THE AMOUNT OF THIS QUOTE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL PART OF THIS AGREEMENT AND FURTHER AGREES THAT THIS LIMITATION OF LIABILITY IS REASONABLE. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.~~

INDEMNIFICATION: Customer shall indemnify and hold harmless Minuteman, its affiliates, and its and their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, (collectively "Liabilities") to the extent that such Liabilities arise from: (i) the negligence or willful misconduct of Customer; (ii) any personal injury, death, and damage to real or personal property arising from Customer; (iii) Customer's violation of applicable laws, rules, or regulations; and (iv) Customer's use of any product, equipment, or System. Customer's obligations as an indemnifying party shall include those claims arising from Customer, its affiliates, and its and their trustees, officers, professional staff, employees or agents.

WARRANTY: The Services provided under this Agreement are subject to a one (1) year warranty as follows:

- **What is Covered:** This warranty covers any defects in workmanship, including installation, with the exceptions stated below.
- **How Long Coverage Lasts:** This warranty runs for one year from the date the System was installed.
- **What Is Not Covered:** This warranty does not cover intentional or misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (weather, lighting, floods, storms, etc...) or electric surge.
- **What Minuteman Will Do:** As Customer's sole and exclusive remedy and Minuteman's sole responsibility and liability, Minuteman will repair any part of the System that is proved to be defective in workmanship. In the event repair is not possible on certain System components, Minuteman will replace said component with similar specification and price.
- **How To Get Service:** Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
- **How State Law Applies:** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Customer acknowledges that the Services and/or System may contain or incorporate products or materials manufactured by a third party ("Third-Party Materials"). Third-Party Materials provided under this Agreement and are not covered by warranties set forth herein; provided, however, Minuteman shall pass through to Customer any warranties given by such third parties for any Third-Party Materials, to the extent permitted by such warranties. If any warranties made or given by such third parties are not assignable, Minuteman shall use commercially reasonable efforts to enable Customer to receive the benefit from such warranties. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN: (I) NEITHER MINUTEMAN NOR ANY PERSON ON MINUTEMAN'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, RELATED TO THE SYSTEMS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR

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PREVENT SECURITY BREACHES, OR THE CONSEQUENCES THEREFROM, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; AND (II) CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY MINUTEMAN, OR ANY OTHER PERSON ON MINUTEMAN'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED HEREIN.

SUBCONTRACTING: Minuteman may subcontract any of its obligations under this Agreement; provided, however, that Minuteman shall not be relieved of any of its obligations under this Agreement by the appointment of such subcontractor.

ASSIGNMENT: Customer may not directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving entity), operation of law, or any other manner, without the prior written consent of Minuteman. Minuteman may freely assign or transfer any of its rights, obligations, or interests of this Agreement with prior written consent of Customer. Any purported assignment or delegation in violation of this Section shall be null and void.

TARIFF & DUTY ADJUSTMENT CLAUSE: Prices are based on current tariffs and duties. Any increases due to changes in tariffs, duties, or government fees shall be Customer's responsibility. Minuteman reserves the right to adjust pricing and will provide notice before order fulfillment.

THIS QUOTE INCLUDES: Only the items and quantities of devices listed on this quotation. The design is pending approval of authorities having jurisdiction where approval is required. Pre-installation rough-in followed by one site visit for final connection of head-end w/ training if needed and all required testing to be performed during the same visit. Acceptance and testing documentation (when applicable). For alarm systems with a key lock box, if shown on plans the least expensive lock box will be provided unless specified otherwise. Services will be performed during 'normal business hours'. Minuteman may request a network connection in the building to facilitate commissioning and service remotely.

THIS PROPOSAL DOES NOT INCLUDE: Multiple site visits for phased projects unless it was specifically advised of the phasing schedule prior to providing this Proposal. Third party approvals or third-party testing or inspections unless specifically listed. Return visits if other trades could not be coordinated to be present during Minuteman's original site visit. Labeling of devices, controls or any required signs unless specifically listed on the Proposal. Unforeseen existing conditions that were not brought to our attention prior to the Proposal.

IT IS THE CUSTOMER'S RESPONSIBILITY TO: Provide a revised equipment count if the quantities shown are incorrect. Provide a minimum of FIVE business days to schedule. Provide a safe and secure, climate-controlled storage area for tools and the equipment being installed. Provide labeling and any required signs. Provide trash receptacles and pay for all trash removal unless trash removal is specifically listed. Cutting, patching, and painting of any areas affected by the installation unless each of these functions are specifically listed on the quote. If there is a custom annunciator/map or custom control panel, etc. then AutoCAD files must be provided to work from. To pay additional travel and labor costs for any additional unplanned site-visits.

TC-Escalation Clause: Due to recent market volatility and ongoing supply chain issues, Minuteman is incorporating the following clause into all proposals and maintenance contracts: Through no fault of Minuteman, In the event of a delay in product availability or price increase of materials procured by any manufacturer, supplier, reseller, or distributor, the Price, time of completion, or contract requirements shall be adjusted by a Change Order. A change in price of any item of material from our manufacturers, suppliers, resellers, or distributors will be considered between the date of this Agreement and the date of installation. Issuance of a purchase order or signed proposal constitutes acceptance of this clause.

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Standard Maintenance Agreement T&C's

Standard Maintenance Agreement

Levels of Service

Features	Silver	Gold	Platinum
Renewal of Manufacturer Software	Covered	Covered	Covered
Remote Support	Covered	Covered	Covered
Annual Software Maintenance	–	Covered	Covered
Corrective Services (Business Hours)	T&M	Covered	Covered
Emergency Corrective Services (After Hours)	T&M	T&M	Covered
Guaranteed Incident Response Times	–	Covered	Covered
Comprehensive Parts Coverage	–	–	Covered
Annual Preventative Maintenance	–	–	Covered

Silver Tier

Software & License Renewal: Any licenses and software support agreements required by the manufacturer will be managed and renewed throughout the system's lifecycle. This ensures uninterrupted system functionality, assistance from manufacturer support resources, and access to the latest software updates. Any additional licenses required due to system augmentations may be subject to additional fees.

Remote Support: Remote diagnosis and technical assistance will be provided for covered systems using secure access methods approved by Customer's IT department. Remote support includes configuration adjustment, software troubleshooting, and performance verification. Customer is responsible for providing network connectivity, and if proper access cannot be provided through a secure VPN, Minuteman will not be able to offer remote support. If an issue cannot be resolved remotely or if such remote access is unavailable, Minuteman will dispatch qualified personnel to perform on-site corrective action on a mutually agreed schedule.

Emergency System Maintenance and Repairs: Minuteman will provide customer access to on-call technicians outside of normal business hours via our AfterHours Support Number +1 (978) 783-0018. This line is monitored 24 hours a day, 365 days per year and is only intended for critical system failures. Should Minuteman need to deploy resources to the customer site, Silver customers may be subject to additional charges at standard labor rates. Non-emergency service requests should be directed to our [website](#) for better routing and customer service.

Gold Tier

Our Gold program includes all features provided through the Silver program, plus the following additional services:

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Annual Software Maintenance: Software maintenance will be conducted on an annual basis, including an update to the newest recommended software version, software patching, and firmware updates. Software maintenance will be conducted remotely unless otherwise specified or if secure access cannot be provided. If secure access is unavailable, Minuteman can provide on-site software support, which may be subject to additional charges.

Corrective Services : On-site diagnostic and repair services will be provided to address system issues that cannot be resolved through Remote Support. Corrective Services are intended to restore normal operation of covered systems and may include troubleshooting or software adjustments as required. Information on guaranteed response times can be found below.



Standard Maintenance Agreement T&C's

Incident Response Times: Minuteman will respond to service incidents in accordance with the classification of the request and Customer's selected service tier.

General System Support (Non-Critical): Applies to issues that do not materially affect system functionality or life-safety operations. Services are to be provided during normal business hours.

Gold

Remote: 1 Business Day
On-Site: 3 Business Days

Critical System Support: Applies to issues resulting in significant impairment or total loss of system functionality that impacts safety, security, or compliance.

Gold

Remote: 4 Hours **On-Site:**
 24-Hours

Platinum Tier

Our Platinum program includes all features provided through the Gold program, plus the following additional services:

Comprehensive Parts Coverage: Comprehensive Parts Coverage is provided for hardware issues that cannot be resolved through troubleshooting or repair. In the event of equipment failure, Minuteman will replace the affected component with the same or equivalent model at no additional cost to the customer. This coverage only applies to equipment installed by Minuteman.

Incident Response Times: Minuteman offers increased response times in our platinum program.

General System Support (Non-Critical) : Applies to issues that do not materially affect system functionality or life-safety operations. Services are to be provided during normal business hours.

Platinum

Remote: 1 Business Day
On-Site: 2 Business Days

Critical System Support : Applies to issues resulting in significant impairment or total loss of system functionality that impacts safety, security, or compliance.

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 Tinley Park, IL 60487
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 331-3013302



Platinum

Remote: 2 Hours On-Site:

8 Hours

Annual Preventative Maintenance: Minuteman will provide one (1) Preventative Maintenance visit per year which will include the following services:

- Cleaning and visual inspection of cameras for wear or damage; refocusing and re-aiming as required.
- Testing of video servers for proper recording, playback, and live video functionality.
- Testing of access control doors for correct operation.
- Replacement of batteries exceeding two (2) years of age. □ Testing and visual inspection of intercoms.

Preventative Maintenance only applies to equipment installed by Minuteman and specifically covered under this Agreement. Additional devices will not be included unless otherwise stated. All inspections will be conducted during normal business hours.



Standard Maintenance Agreement T&C's

Following each visit, Minuteman will provide a report outlining any repairs performed and recommended upgrades. Additional requested preventative maintenance visits will be billed on a time-and-material basis.

This Proposal is subject to the Maintenance Agreement Terms & Conditions, attached hereto. Any additional or different terms or conditions proposed by Customer are objected to and are hereby rejected unless specifically approved by Minuteman in writing. By signing Customer acknowledges and agrees that it has read this Proposal and the Maintenance Agreement Terms & Conditions and agrees to be bound by all terms and conditions set forth herein.

Maintenance Agreement Terms & Conditions

These Maintenance Agreement Terms & Conditions (these "Terms & Conditions"), including the terms and conditions below, and any agreement, estimate, proposal, work order, or quote executed in writing pursuant thereto (each a "Proposal" and together with the Terms & Conditions, this "Agreement"), are entered into by and between Minuteman Security Technologies, Inc. ("Minuteman") and the customer listed above ("Customer") and are subject to the laws in effect in the State in which it has been signed and executed.

SERVICES: This Agreement constitutes an offer to Customer for performance of the services listed above (the "Services") upon the terms and conditions stated herein, and constitutes a binding contract between Customer and Minuteman upon Customer's acceptance of a Proposal. Upon acceptance, this Agreement, together with all documents referenced herein, shall constitute the complete and exclusive agreement between the parties, superseding all other prior oral and written agreements. No modifications, alterations, additions or change orders shall be binding or enforceable unless approved in writing by both parties. For the avoidance of doubt, any terms and conditions listed in Customer's purchase order, confirmation, communications, or otherwise shall not apply to this Agreement and are hereby rejected by Minuteman.

Price: In consideration of the Services identified above, Customer agrees to pay the total quarterly charge set forth in the Proposal in accordance with the payment terms specified on the invoice. The cost of services does not include permits, licenses, sales tax, shipping costs, or costs for materials and equipment, unless identified in the Proposal.

Payment: Unless alternate payment terms are set forth in a Proposal, all amounts due hereunder are in accordance with the payment terms on the specified invoice. Any unpaid amounts not received within seven (7) days from the due date shall be subject to interest at the rate of 1.5% per month, or the maximum rate permitted by applicable law, whichever is less. Customer shall reimburse Minuteman for any interest, costs, costs incidental to collection and attorney's fees incurred in the collection of past-due amounts. Minuteman reserves the right to suspend this Agreement in the event that the customer fails to pay the owed amount on or before the payment due date.

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Renewal: Upon expiration of the Initial Term, this Agreement will automatically renew for consecutive one (1) year terms (each, a "Renewal Term" and collectively with the Initial Term, the "Term") unless either party provides written notice of termination at least sixty (60) days prior to the expiration date of the then current Term. Multi-year agreements may be subject to an annual price increase equal to 5% or the current CPI rate, whichever is lower. Annual price may also be modified if additional hardware is added to the system within 6 months of an annual term beginning. The updated Proposal will be provided to the Customer at least 60 days prior to expiration of the then current Term. Unless the Customer provides written notice rejecting the updated Proposal prior to the renewal date, the updated Proposal will automatically take effect for the next Renewal Term.

Termination: Minuteman may terminate this Agreement in the event of Customer's breach of any of its obligations, if Customer fails to cure such breach within thirty (30) days from Minuteman's written notice of the breach. In the event of Minuteman's termination for Customer's breach, Minuteman shall be entitled to collect from Customer all amounts for Services performed up to the date of termination, plus any amounts for non-returnable or non-refundable materials or contracts, and any demobilization costs. Minuteman may suspend Services if there is any safety issue or if Customer fails to cooperate with Minuteman. In the event of termination of this Agreement for any reason, the Customer shall remain responsible for, and promptly pay to Minuteman, all fees and expenses incurred by Minuteman up to the effective termination date, plus any amounts for non-returnable or non-refundable materials or contracts, and any demobilization costs.

Warranty: Minuteman represents and warrants the Services will materially conform to the requirements of this Agreement at the time of completion. Customer must notify Minuteman of any nonconformance at the time Services are completed, or else Customer is deemed to have accepted the Services. If Customer provides timely notification of nonconforming Services, Minuteman shall, as Customer's sole and exclusive remedy and Minuteman's sole liability and responsibility for non-conforming Services, reperform such Services so that they are conforming Services. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN: (I) NEITHER MINUTEMAN NOR ANY PERSON ON MINUTEMAN'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR



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IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, RELATED TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, THAT THE SERVICES IT FURNISHES WILL AVERT OR PREVENT SECURITY BREACHES, OR THE CONSEQUENCES THEREFROM, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; AND (II) CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY MINUTEMAN, OR ANY OTHER PERSON ON MINUTEMAN'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED HEREIN.

Exclusions: Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in completion time caused by failure to continually provide a suitable operating environment for the system as prescribed by Minuteman and/or the manufacturer of any equipment used in the system, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in completion time caused by use of equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in completion time caused by: neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman. □ Emergency calls for non-critical issues.
- If persons other than Minuteman representatives perform maintenance or repairs that result in further work for Minuteman, such repairs will be billed on a time and materials basis. This Agreement does not include maintenance or service of customer supplied PCs and Networks. The Customer's IT department may be required to help facilitate maintenance and service of the listed systems.

DELAYS; FORCE MAJEURE: Minuteman shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any terms of this Agreement, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, fire, earthquake, explosion, government order, law, national emergency, revolution, insurrection, epidemic, pandemics, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials, power outage, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman.

MINUTEMAN'S LIMITS OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER MINUTEMAN NOR ITS AFFILIATES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR

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DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE UNDERLYING TRANSACTIONS HERETO, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MINUTEMAN'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE UNDERLYING TRANSACTIONS HERETO SHALL NOT EXCEED THE AMOUNT OF THIS QUOTE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL PART OF THIS AGREEMENT AND FURTHER AGREES THAT THIS LIMITATION OF LIABILITY IS REASONABLE. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

INDEMNIFICATION: Customer shall indemnify and hold harmless Minuteman, its affiliates, and its and their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, (collectively "Liabilities ") to the extent that such Liabilities arise from: (i) the negligence or willful misconduct of Customer; (ii) any personal injury, death, and damage to real or personal property arising from Customer; (iii) Customer's violation of applicable laws, rules, or regulations; and (iv) Customer's use of any product, equipment, or system. Customer's obligations as an indemnifying party shall include those claims arising from Customer, its affiliates, and its and their trustees, officers, professional staff, employees or agents.

SUBCONTRACTING: Minuteman may subcontract any of its obligations under this Agreement; provided, however, that Minuteman shall not be relieved of any of its obligations under this Agreement by the appointment of such subcontractor.

ASSIGNMENT: Customer may not directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving entity), operation of law, or any other manner, without the prior written consent of Minuteman. Minuteman may freely assign or transfer any of its rights, obligations, or interests of this Agreement without prior written consent of Customer. Any purported assignment or delegation in violation of this Section shall be null and void.

IT IS THE CUSTOMER'S RESPONSIBILITY TO: (i) provide a clean and safe working environment that complies with all OSHA rules and standards; (ii) provide



Standard Maintenance Agreement T&C's

labeling and any required signs; (iii) provide trash receptacles and pay for all trash removal unless trash removal is specifically listed; (iv) cut, patch, and paint any areas affected by the Services; and (v) provide AutoCAD files if there is a custom annunciator/map or custom control panel, etc.

Exhibit B



Project/Services Invoice

Date	Invoice
04/20/2026	192109

Bill To:
Downers Grove Police Department Attn: Jeremy Thayer 825 Burlington Ave Downers Grove, IL 60515-4783 United States

Ship To
Downers Grove Police Department Attn: Jeremy Thayer 825 Burlington Ave Downers Grove, IL 60515-4783 United States

Terms	Due Date	PO	Reference
Net 30	05/20/2026		

Project Name	Downers Grove - Main & Prairie Traffic Standard Electric		
Billing Type	Standard		
Company Name	Downers Grove Police Department		
Company Name	Jeremy Thayer		
Products & Other Charges	Quantity	Price	Amount
Billable Products & Other Charges			
Installation Services	1.00	\$1,500.00	\$1,500.00
		Total Products & Other Charges:	\$1,500.00
		Invoice Subtotal:	\$1,500.00
		Sales Tax:	\$0.00
		Invoice Total:	\$1,500.00
		Payments:	\$0.00
		Credits:	\$0.00
		Balance Due:	\$1,500.00

WE THANK YOU FOR YOUR BUSINESS!
ADVANCING SECURITY, LIFE SAFETY & COMMUNICATIONS

Please remit payments to:

For checks: MINUTEMAN SECURITY TECHNOLOGIES, INC. Lockbox P.O. Box 736741 Chicago, IL 60673-6741

For ACH: Bank Name -JPMorgan Chase Account - 688239121 Routing - 021000021

All copies of electronic remittance advices can be sent to ar@minutemanst.com to ensure accurate and timely application of payment.