

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, SEPTEMBER 26, 2022, FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M. 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

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

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL-IN NUMBER:

Dial-in Phone Number: 312-626-6799

Meeting ID: 869 2255 0555

Written Public Comments Can Be Submitted By 6:15 P.M. on SEPTEMBER 26, 2022, to aarteaga@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
3. MOTION TO APPROVE - A MOTION TO APPOINT TRUSTEE MICHAEL MISTELE AS TEMPORARY CHAIRMAN IN THE MAYOR'S ABSENCE
4. PLEDGE OF ALLEGIANCE
5. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
6. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Meeting September 12, 2022 (APPROVE)
 - c. Minutes - Joint Meeting of the Board of Trustees and Plan Commission September 13, 2022 - Zoning Code Update (APPROVE)
 - d. Warrants \$480,967.76
- e. RESOLUTION NO. A RESOLUTION CREATING SET HOURS FOR HALLOWEEN 2022 TRICK-OR-TREATING IN THE VILLAGE OF WILLOWBROOK (ADOPT)

NEW BUSINESS

7. RESOLUTION NO. - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL DESIGN ENGINEERING SERVICES FOR THE WILLOWBROOK EXECUTIVE PLAZA FLOOD CONTROL AND ROAD CONSTRUCTION BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK (ADOPT)
8. RESOLUTION NO. - A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) LATERAL POLICE CANDIDATE FOR THE RANK OF PATROL OFFICER (ADOPT)
9. ORDINANCE NO. AN ORDINANCE AMENDING SECTION 3-12-5, ENTITLED "CLASSIFICATIONS," OF CHAPTER 12, ENTITLED "LIQUOR," OF TITLE 3, ENTITLED "BUSINESS," AND AMENDING SUBSECTION (N) OF SECTION 4-4-2, ENTITLED "PROHIBITED ACTS," OF CHAPTER 4, ENTITLED "PARKS," OF TITLE 4, ENTITLED "MUNICIPAL SERVICES," OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)

PRIOR BUSINESS

10. TRUSTEE REPORTS
11. ATTORNEY'S REPORT
12. CLERK'S REPORT
13. ADMINISTRATOR'S REPORT
14. MAYOR'S REPORT
15. EXECUTIVE SESSION

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

16. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, SEPTEMBER 12, 2022, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

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

1. CALL TO ORDER

The meeting was called to order at 6:30 P.M. by Mayor Frank Trilla.

2. ROLL CALL

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

ABSENT: None.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Village Administrator Brian Pabst lead everyone in saying the Pledge of Allegiance.

4. OATH OF OFFICE - Village Administrator Sean P. Halloran

Clerk Hahn had the honor to swear in Village Administrator Sean P. Halloran in his new role as Village Administrator. Clerk Hahn congratulated Administrator Halloran in his new role.

Mayor Trilla presented Village Administrator Brian Pabst with a plaque thanking him for all his demanding work and dedication. When Brian started his career with the Village it was not the best time to begin a career in Willowbrook. Brian was the best fit for us. During the interview process he gave us insight into a way out of our situation. He came to us with a vast amount of experience and a calm hand when we needed it. He got us through some of the toughest times. Our next journey with Brian will be in the economic development of the Village. A passion of Brian's; he has excelled at this in the past. It will be a

tremendous success. In the audience there are family, friends, and dignitaries from the county and state here to wish Brian well. Brian thanked everyone for coming.

5. VISITORS' BUSINESS

State Representative Jim Durkin added that Brian Pabst is an outstanding public servant. He had a steady hand as a police officer and as a City Administrator but was able to step in and manage one of the most challenging environmental issues that any municipality in the country could embrace or deal with. Brian, you have earned this. You have done a fantastic job. It is an honor for me to be here tonight to wish you well in the next chapter of your life.

DuPage County Board member Brian Krajewski shared that he has been on the county board since 2010 but from 1999 to 2007 I served as the Mayor of Downers Grove. When I was elected in 1999, I had no experience in village government, but Brian was a wealth of knowledge. At the time, he was a Village employee, but he had also worked at the police department, spent time in public works, and had a hand in economic development. He was the Deputy Village Administrator when I was Mayor for the eight years of my term. The economic development is great in Downers Grove and Brian was instrumental in making that happen. Brian implemented the TIF district in the downtown area. If you have been to downtown Downers Grove and seen the growth, that is a tribute to the work Brian did. Congratulations and thank you Brian. When I moved on to the County Board, and Brian here to the Village of Willowbrook, I was pleased that he was in my district and have had the pleasure of continuing to work with him. Again, Brian, congratulations and thank you for all the work you have done, with me in Downers Grove and here in the Village of Willowbrook.

State Senator John Curran stated that it is a pleasure to be here to honor Brian. We also welcome Sean into his new role. Brian has been a friend and a constituent in Downers Grove. He took on this challenging role in a difficult time. He has been a pleasure to work with. I echo what the Mayor said about having a steady hand. He is always a voice of reason and a tireless employee for the Village of Willowbrook. I look forward to continuing to be working with Brian.

6. OMNIBUS VOTE AGENDA

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

OMNIBUS VOTE AGENDA:

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Board of Trustees Meeting - August 22, 2022 (APPROVE)
- c. Minutes - Committee of the Whole August 22, 2022 (APPROVE)
- d. Minutes - Joint Meeting of the Board of Trustees and Plan Commission July 12, 2022 - Zoning Code Update (APPROVE)
- d. Warrants - \$959,322.90

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

7. There is no new business for this evening.

PRIOR BUSINESS

8. TRUSTEE REPORTS

Trustee Neal has no report this evening, but I wish good luck to Brian. I enjoyed working with you.

Trustee Ruffolo had no report but to say thank you to Brian for everything you have done for us and looking forward to your continued role.

Trustee Mistele agreed with Trustee Ruffolo. I have enjoyed meeting you and we are not done yet.

Trustee Berglund thanked Brian and appreciated everything he has done for the Village.

Trustee Berglund added that State Representative Deanne Mazzochi had a bill passed honoring the victims of TWA flight 529 and that September 1 will be a memorial day in their honor in the State.

Trustee Davi had no report but added his accolades to Brian. It was a pleasure knowing you and working with you.

Trustee Astrella had no report but thanked Brian as well.

9. ATTORNEY'S REPORT

Attorney Durkin had no report. Congratulations to Brian; it has been a pleasure working with you. I am looking forward to working with Sean in the future.

10. CLERK'S REPORT

Clerk Hahn had no report.

11. ADMINISTRATOR'S REPORT

Administrator Halloran thank you to everyone. Brian thank you; I have enjoyed working with you. We have gotten close over the past eighteen months and we've gone through a lot. It has been a joy and I look forward to working with you in the future.

12. MAYOR'S REPORT

Mayor Trilla thanked Brian for the mentorship of Sean. Brian said it was easy to mentor someone of Sean's intelligence. Mayor Trilla asked if Brian would like to add anything.

Brian added there are so many accolades. I would also like to thank Gayle (Neal) who was phenomenal during the Sterigenics situation and the work she put in. Thank you, John (Curran), Jim (Durkin), and Brian (Majewski), for the grant money has been phenomenal. Thank you so much for your sponsorship. You've done a tremendous job helping a small town like ours. Thanks to my friends and family, and everyone here who has supported me over the years. I really appreciate it. Thank you very much. Another chapter closes.

13. EXECUTIVE SESSION

There was no need for Executive Session this evening.

14. ADJOURNMENT

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

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

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE JOINT MEETING OF THE MAYOR AND BOARD OF TRUSTEES AND PLAN COMMISSION OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON TUESDAY, SEPTEMBER 13, 2022, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

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

1. CALL TO ORDER

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

2. ROLL CALL

Those physically present at roll call were Mayor Frank Trilla, Village Clerk Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, and Greg Ruffolo, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, and Director of Community Development Michael Krol.

Members of the Plan Commission physically present: Chairman Daniel Kopp, Vice-Chairman John Wagner and Commissioners Zoltan Baksay, Ron Kanaverskis and Mike Walec.

Also present were Reuben Shell, Planner and Jackie Wells, Project Manager, from Houseal Lavigne.

Present via conference call, due to the COVID-19 pandemic - None.

Absent: Commissioner Cathy Kaczmarek, Commissioner Len Kaucky

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Administrator Halloran to lead everyone in saying the pledge of allegiance.

4. VISITOR'S BUSINESS

None present and no written comments were received.

5. DISCUSSION - Zoning Code Update

Village Administrator Halloran introduced the topic and provided a recap of the progress to date as of this fourth joint meeting. This meeting is to review the actual language to be used in the new zoning code. This is a review of two chapters of eleven total. Staff is asking the Board and Commissioners for feedback and direction from the Trustees and

Commissioners. He then turned the floor over to Ms. Jackie Wells from Houseal Lavigne.

Ms. Wells indicated that tonight they would be presenting the revisions to the next two chapters, 5 Development Standards and 6 Sign Standards, providing an overview of the main changes and structure being proposed. At the next meeting, Houseal Lavigne will present chapters 7 through 10 for review.

Ms. Wells began her presentation with an overview of what sections are to be included in Chapter 5: Development Standards:

1. Off-Street Parking and Loading
2. Landscaping
3. Driveways
4. Screening
5. Fences
6. General Townhouse, Multifamily, Mixed Use, and Nonresidential Design Standards
7. Outdoor Lighting
8. Performance Standards
9. Floodplain Regulations

Ms. Wells covered each of the major components of the section Off-Street Parking and Loading:

- Change in Use - proposed to allow Village Administrator to provide relief if additional parking is required for use but cannot be accommodated on site
- Cross Access - cross access between adjacent parking lots proposed to be required; Village Administrator proposed to provide waiver if cross access is not feasible
- Parking Maximum - allowed parking proposed to be capped at 30% more than minimum required (i.e., if 100 parking spaces required, a maximum of 130 spaces would be allowed); Village Administrator proposed to have authority to allow additional spaces beyond maximum if documented evidence of actual use and demand is justified.

After discussion, Ms. Wells posed the question to the Board, "Should the Village Administrator be the party responsible for making these determinations?" The general consensus of the Board was, yes, allow the Village Administrator to make these decisions.

Ms. Wells continued her presentation with the next topics:

- Shared Parking - allows uses that have different hours of operation to share parking spaces (i.e., a bank and a restaurant/bar); shared parking study required to prove feasibility
- Electric Vehicle Charging Stations
 - *Option 1: Requirement - 1/25 required spaces in the R-5 (multi-residential) district; 1/50 required spaces in nonresidential districts*
 - *Option 2: Incentivize - for every 1 EV station installed minimum required parking can be reduced by 0.5 spaces, up to 12 spaces in the R-5 and up to 25 spaces in nonresidential districts*

Ms. Wells posed the question to the group, "Should the Village require or incentivize the installation of EV charging stations?" The Mayor, Trustees and Commissioners voiced varying opinions, pointing out the pros and cons of each option as well as offering alternative options.

The consensus appeared to be that EV spaces should count toward the minimum number of parking spaces, but not include any requirements or incentives for the installation of same.

The next section covers bicycle parking:

- Bicycle Parking - proposed to require bicycle parking equal to 5% of vehicle parking (i.e., if 100 parking spaces are required, 5 bicycle parking spaces would be required); a minimum of 2 and maximum of 10 spaces proposed to be required

The consensus of the Board and Commissioners is to not require bicycle parking and eliminate the section completely.

The next section is Landscaping. Houseal Lavigne is proposing completely revamping the Village standards and introduce four landscape zones:

- Building Foundation - that portion of a building adjacent to the public right-of-way. Minimum planting 50% of the foundation, minimum number of plantings required. Purpose to soften the building from the right-of-way.
- Parking Area Perimeter - where a parking area abuts a public right-of-way. Area between the roadway and the parking lot, or sidewalk and parking lot. The goal of this screening is to block headlights, vehicle bumpers, etc. from the sidewalk or right-of-way, but not block views into the parking lot itself for security/safety reasons. Requirement for low shrubs, native grasses, with a choice to do some sort of masonry wall

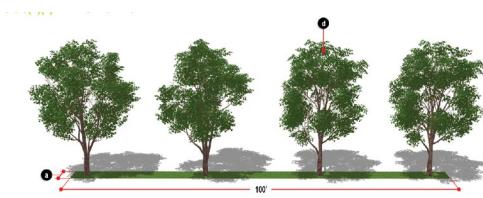
- Parking Area Interior - within a parking lot. A little more dynamic than some of the other standards. The proposal includes two different scenarios for the number of plantings:
 - Off-street parking area in the front of the principal building - required to install end caps, median amount requirements, island amount requirements. More landscaping requirements due to proximity to the public right-of-way.
 - Off-street parking area to the rear of principal building - required to install end caps but would be able to choose whether to install medians or islands.

A lengthy discussion was had weighing the pros and cons of each option. The Commissioners reviewed the current rules and the effect of a rule change on existing plantings. Part of the discussion also raised the question as to the purpose of plantings in a parking lot. Although primarily for aesthetics, it can also benefit the environment and water and/or flood management.

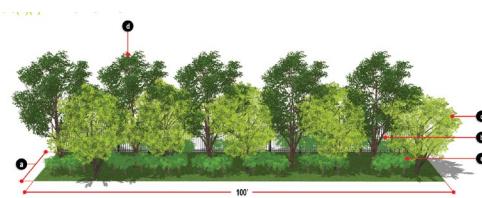
The consensus of the group was to limit the planting requirements, both for parking lots abutting the right-of-way and in the rear of a building, to end caps only.

- Transition - where one lot abuts another lot, interior side, or rear yard. Proposing four types of transition areas from minimal to full screen. The type of transition area would be based on the use of the subject lot and the adjacent lot. Transition Zone types:

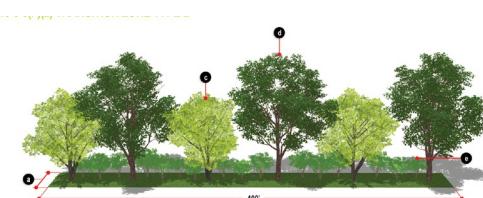
○ A.



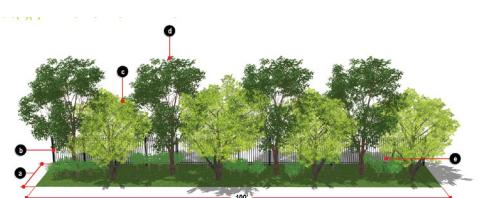
○ C.



○ B.



○ D.



As per the table below, the type of required transition zone is dependent upon the land use type of the subject lot and the land use type of the adjacent lot(s). (Letter refers to the images above):

Table 9-5-02(H)(2): Application of Transition Zone Types

Subject Lot Land Use	Adjacent Lot Land Use									
	Agricultural and Open Space	Single-Family Residential	All Other Residential	Place of Assembly	Retail	Service and Office	Lodging	Eating and Drinking	Vehicle Related	Industrial
Agricultural and Open Space	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Single-Family Residential	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
All Other Residential	n/a	C	A	B	B	B	B	B	C	D
Place of Assembly	n/a	C	B	A	B	B	B	B	C	D
Retail	n/a	C	B	B	A	A	A	A	B	C
Service and Office	n/a	C	B	B	A	A	A	A	B	C
Lodging	n/a	C	B	B	A	A	A	A	B	C
Eating and Drinking	n/a	C	B	B	A	A	A	A	B	C
Vehicle Related	n/a	C	B	B	A	A	A	A	B	C
Industrial	n/a	D	D	D	D	D	D	D	D	B

Requirements for landscaping improvements. (Letter refers to the images on previous page):

Table 16-6-3(H)(3): Transition Zone Types

Specification		Type A	Type B	Type C	Type D
(a)	Minimum Zone Width (1)	5 feet	10 feet	15 feet	20 feet
(b)	Minimum Fence/Wall Height (2)(3)	optional	optional	6 feet	6 feet
<i>Minimum Number of Landscape Elements per 100 Linear Feet</i>					
(c)	Understory Tree	optional	3	4	5
(d)	Canopy/Evergreen Tree	4	3	4	5
(e)	Shrubs/Native Grasses	optional	15	25	35

Notes

(1) Required yard setbacks may be utilized for transition zone landscape.

(2) Fence or wall requirements may be satisfied by a solid evergreen hedge with a maximum height of six (6) feet, as approved by the Zoning Administrator.

(3) Fencing shall still be required on the subject lot in any instance that the adjoining property contains a fence along the lot line.

The Board and Commissioners discussed the options offered and any benefits and drawbacks they may pose. The consensus was to accept the transition zone plantings as proposed.

In the next section, Driveways, Houseal Lavigne is proposing:

- Single-Slab Driveway
 - 20 feet wide maximum at property line
- Garage Access Drive
 - Width of garage doors. Taper to maximum driveway width
- Parking Pad
 - 5 feet from side property line. Screened with 6-foot privacy fence

A discussion was had on the variety of garages, driveways and parking areas in the Village and how they might fit into these restrictions and the implications of repaving or reconstructing existing drives. The major sticking point was to allow the width of the drive at the street to be the same width at the garage door. This is the current restriction with a maximum of 33 feet. The consensus of the group was to retain the current width restrictions and add the parking pad guidelines.

In the next section, the updated restrictions on screening include requiring screening in the following circumstances:

- Grease traps, trash, and recycling receptacles
- Ground/wall mounted mechanical units
- Roof mounted mechanical units
- Loading docks and truck parking areas

Ms. Wells indicated that although Willowbrook currently has requirements for screening, the proposed update includes enhanced methods and expanded instances where required. Roof mounted mechanical units, when visible from the right-of-way, are added to the screening requirements. The Board and Commissioners agreed on the proposed screening section.

The next topic of discussion is Fences, beginning with the current regulations for specific roadways. The current regulation for Route 83 is an 8-foot maximum height with up to 100% opacity, while Plainfield Road, 63rd, 75th and Madison Streets have a 6-foot-high maximum with 100% opacity. The proposal is to make all the same at 8-foot maximum height and 100% opacity.

There was a discussion regarding a small number of homes on 63rd Street, east of Route 83, where some residents are neighbored by residents of

other villages. The consensus was to remove 63rd Street from the regulations which apply to specific roadways.

For single-family and duplex residential areas, the current regulations specify, for the front yard, a 3-foot maximum and 80% maximum opacity is allowed, with the same regulations for the exterior side yard. The proposed regulations would be:

- Front Yard
 - 4-foot maximum height
 - 50% maximum opacity
- Exterior Side Yard - at the property line
 - 4-foot maximum
 - 50% maximum opacity
- Exterior Side Yard - 7-feet from the property line
 - 6-foot maximum
 - 100% maximum opacity

There was some disagreement regarding the requirement to place a 100% opaque fence in an exterior side yard a minimum of 7 feet from the property line. Commissioners and Trustees felt this was akin to donating your land to the Village, i.e., land becoming part of the public right-of-way or parkway.

For single-family and duplex residential properties, not fronting one of the designated roadways, for front yard and exterior side yard, the current regulations are a 3-foot maximum height and 80% maximum opacity. The proposed regulations for both are to increase to a 4-foot maximum height and reduce the opacity to 50%. If installing fencing on an exterior side yard, if 100% opacity is desired, i.e., privacy fence, it must be 7 feet from the property line.

Again, there was pushback against requiring the 7-foot set back. There was also discussion on general privacy concerns with the proposal to reduce the fencing opacity from 80% to 50%. The majority felt that if a resident desired it, they should be allowed to build a 4-foot fence, with 100% opacity, in both the front yard and the exterior side yard. Ms. Wells suggested checking with the Public Safety committee before confirming change as she was aware of pushback in other communities regarding safety over privacy concerns.

A question was raised regarding the General Provisions paragraph of the Fences section regarding the requirement to locate fences a minimum of one (1) foot from any right-of-way. The Trustees and Commissioners felt a fence should be allowed to be located on the property line.

For single-family and duplex residential properties, the interior side yard and rear yard, the current regulations are a 5-foot maximum height and 100% maximum opacity. The proposed regulations for both are a 6-foot maximum height and still 100% opacity.

The next section covers General Townhouse, Multifamily, Mixed-Use and Non-residential Design Standards. These standards apply:

- Applicable to townhouse, multifamily, mixed-use, and nonresidential development only
- Specified standards for:
 - Exterior Building Cladding Materials - percent requirement of various materials based on the elevation of the building and the district the building is located in
 - Façade Articulation - minimal requirement, avoiding huge expanses of flat walls
 - Glazing (windows) - minimum percent requirement

The purpose of this section is to require higher quality building materials, using time- and weather-tested materials that age better. Trustee Neal felt as the Village moves into a redevelopment phase, these are areas to be considered.

The question was raised on what the different glazing standards meant, and it was suggested that examples could be provided before any action was taken. Ms. Wells indicated that examples could be provided.

As the discussion continued on the various aspects of the design standards, Ms. Wells reminded the Trustees and Commissioners, to not just consider the current use of a structure, but also what it might become in the future. The design standards can offer flexibility of usage and be of benefit in future redevelopment.

Under the Outdoor Lighting Design Standards, Ms. Wells indicated that no new standards were being suggested, adding only standards for color and brightness for LED fixtures. She also indicated that the Performance Standards in this section are the same as the current ordinances.

The information outlined in Chapter 6: Sign Standards is a fully new sign ordinance with a new set of standards to be considered.

1. Purpose and Intent

- Enhance physical appearance of Village

- Make Willowbrook a more enjoyable and pleasing community and create an attractive economic and business climate
- Reduce sign distractions which may increase traffic accidents
- Eliminate hazards caused by unsafe signs
- Relieve pedestrian and traffic congestion
- Avoid the "canceling out" effect of adjacent signs

REMINDER: Proposed sign standards would not apply to existing, approved Planned Unit Developments (PUD) such as - Town Center, Whole Foods, and Pete's.

2. Limit on Sign Area

- Permanent Sign Area - 2 sq ft of sign area per linear foot of primary lot frontage and 1 sq ft of sign area per linear foot of secondary lot frontage
- Temporary Sign Area - 1 sq ft of sign area per lineal foot of lot frontage

The new standards propose to base the total allowable sign area on the total lot area and lot frontage area which could then be allocated between different sign types.

The discussion centered on allowing more signage as opposed to less, without overwhelming the area with signs. Sign ordinance last updated 4 to 5 years ago. Trustees and Commissioners requested that what is currently being allowed, e.g., at Town Center, and other newer businesses, be reviewed.

3. Sign Measurement

By federal law, sign size cannot be restricted solely based on the content.

4. Permitted and Allowed Sign Types by District

The solid dot in the charts on the following page indicates that a use is allowable subject to ordinance restrictions with permit, and the open dot (circle) is use allowable subject to ordinance restrictions without a permit. Blank spaces indicate a sign type that is prohibited in the respective district.

Table 9-6-04 Permitted and Allowed Sign Types by District

Sign Type	District								
	R-1	R-2	R-3	R-4	R-5	B	LOR	M-1	I
<i>Permanent Signs</i>									
Wall Sign						•(1)	•	•	•
Single-Tenant Monument Sign	•(1)(2)	•(1)(2)	•(1)(2)	•(1)(2)	•(1)(2)	•(1)(2)	•	•	•
Multi-Tenant Monument Sign						•	•	•	•
Awning/Canopy Sign						•	•	•	•
Projecting Sign						•			
Window Sign; Permanent						•			
On-Site Traffic Directional Sign				○(1)	○(1)	○	○	○	○
<i>Notes:</i>									
(1) Sign shall be permitted for nonresidential, mixed use, or multifamily developments only.									
(2) Sign shall be permitted at entryways or gateways to subdivisions or neighborhoods only.									

The group requested that the permit requirement for permanent window signs be changed to allowable without a permit.

Table 9-6-04 Permitted and Allowed Sign Types by District

Sign Type	District								
	R-1	R-2	R-3	R-4	R-5	B	LOR	M-1	I
<i>Temporary Signs</i>									
Wall Mounted Banner Sign						•	•	•	•
Ground Mounted Banner Sign						•	•	•	•
Window Sign; Temporary						•	•	•	•
Feather Sign						•	•	•	•
A-Frame/Sandwich Board Sign						○	○	○	○
Post Sign	○	○	○	○	○				○
Yard Sign	○	○	○	○	○				○
<i>Notes:</i>									
(1) Sign shall be permitted for nonresidential, mixed use, or multifamily developments only.									
(2) Sign shall be permitted at entryways or gateways to subdivisions or neighborhoods only.									

5. Standards for Permanent Signs

- Wall Signs (P)
 - Primary Wall Signs – 10% of façade
 - Secondary Wall Signs
- Single-Tenant Monument Signs (P)
 - Area: 50 sq ft max
 - Height: 7 ft max
- Multi-Tenant Monument Signs (P)
 - B District Area: 200 sq ft max
 - LOR/M-1 District Area: 100 sq ft max
 - Height: 16 ft max

- Awning/Canopy Signs (P)
 - Area: 50% of face of awning/canopy max
- Projecting Signs (P)
 - Area: 4 sq ft max
 - Height: 12 ft max
 - Clearance: 10 ft min
- Window Signs (P)
 - Area: 25% of each window max
- On-Site Traffic Directional Signs (A) (Not included in the total signage area allowed)
 - Area: 4 sq ft max
 - Height: 4 ft max

6. Standards for Temporary Signs REMINDER: Temporary sign standards apply to permanent uses only. Signs for temporary uses proposed to be approved through the temporary use permit process.

- Concurrent Display
 - Single-tenant building: 2 temporary signs max
 - Multi-tenant building: 1 temporary sign per tenant max; maximum of 2 freestanding temporary signs
- Display Period
 - 14 days max
 - 3 nonconcurrent display periods per year
 - 30-day min separation between display periods
- Wall Mounted Banner (P)
 - Area: 5% of façade
- Ground Mounted Banner (P)
 - Area: 20 sq ft max
 - Height: 5 ft max
- Window Signs, Temporary (P)
 - Area: 25% of each window max
- Feather (P)
 - Area: 16 sq ft max
 - Height: 10 ft max

The Mayor, Board and Commissioners requested that "feather" signs be added to the prohibited types of signs.

A question was raised regarding the supposed temporary, free-standing "Space for Rent" signs at retail establishments. The size is generally larger than most temporary signs, e.g., 4' x 8', and they are displayed longer than 14 days, many for months, or longer. The suggestion is to change "Ground Mounted Banner" to just "Ground Mounted" and increase the maximum sizes. Another suggestion was made to limit these commercial signs for 90 days, require a permit, and impose a fine for non-compliance. Ms.

Wells indicated it would be difficult to impose these types of restrictions on commercial real estate signs only without being seen as discriminatory. The general feeling was to somehow word it so that the restrictions did not apply to the smaller real estate signs, such as found at a home for sale, but rather only to the larger free-standing signs used for commercial property for sale or lease.

The consensus was reached for the larger commercial property real estate signs (ground mounted temporary signs) to limit the duration to 6 months and charge \$50.00 per month. The owner/realtor would need to specify in advance how long they want to display the sign. For non-compliance, the fine would be covered under the Fines and Penalties section of the Village Code.

7. General Sign Standards

Electronic Message Boards

- 1/3 of sign area required to be permanent copy
- EMB counted as part of maximum sign area
- Electronic message shall:
 - *Contain a static message or image only*
 - *Transition instantly - no dissolving, fading, scrolling, etc.*
 - *Not change more often than every 10 seconds*

The questions before the Board and Commissioners is should the Village allow electronic message boards? If so, should they be allowed in specified locations only?

Currently these signs are not allowed by code. Any existing signs in the Village are by Planned Unit Development (PUD). The suggestion was made that, if allowed, the signs be allowed on monument type signs only. The Mayor asked if electronic message boards could be made as a "by special use only" item (by hearing and permit) in the code. The decision was made to consider the issue and revisit it.

8. Prohibited Signs and Content

- Billboards
- Off-premises signs
- Pole/pylon signs
- Flashing signs
- Roof signs
- Marquee signs
- Signs attached to a utility pole, a tree, a standpipe, gutter, drain or fire escape
- Signs erected so as to impair access to a roof
- Signs located, erected or maintained upon, over or project into any public right-of-way or

easement unless otherwise allowing by this Chapter

- Pennants, streamers, and portable signs not specifically permitted or allowed by this Chapter
- Signs, not specifically permitted or allowed by this Chapter, which move or have moving parts, which movement is caused either by the wind or mechanically
- Signs in conflict with traffic signals, vehicular or pedestrian travel, access to fire hydrants and fire lanes and exits, and other signs which reasonably impede or impair the public health, safety and welfare
- Signs on vehicles, boats, or trailers parked so as to be visible from a public right-of-way for a period which exceeds three (3) days. All vehicles displaying signs shall be currently licensed,

operable, parked on the property of the business owning or leasing the vehicle, and in the parking area furthest from any street right-of-way, so as to minimize the effects of additional signage on the property, except for vehicles actively in transport, or in the specific act of receiving or delivering merchandise or rendering a service

- Attention getting devices
- Signs hung across any street or alley
- Signs employing exposed neon lights not completely covered by other acceptable sign materials, except for permanent or temporary window signs as regulated in this Chapter
- Signs painted on or otherwise affixed to fences

Ms. Wells asked if there should any other sign types be prohibited? Should any of the proposed prohibited sign types be allowed?

The Mayor indicated that there has been interest expressed in erecting billboards along Interstate 55. What has been informally discussed would be paying a fee up-front, then an annual permit fee. The Board and Commissioners were against the idea of erecting billboards on Village land.

Ms. Wells indicated, as there were no more questions or comments, the next steps will be to present the following chapters at the next meeting:

Chapter 7: Subdivision Standards and Procedures

Chapter 8: Planned Unit Development Procedures

Chapter 9: Zoning Procedures

Chapter 10: Nonconformities

She thanked the Board and Commissioners and indicated that the changes suggested will be incorporated and she would present them at the next meeting.

6. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adjourn the Joint Meeting at the hour of 9:32 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

September 26, 2022

GENERAL CORPORATE FUND	-----	\$198,396.54
WATER FUND	-----	\$240,916.54
CAPITAL PROJECT FUND	-----	40,427.00
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$1,227.68
 TOTAL WARRANTS	-----	 \$480,967.76

Michael Rock, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
09/14/2022		APCH	99174#	DUPAGE COUNTY PUBLIC WORKS	SANITARY (7760 QUINCY) SANITARY USER CHARGE	630-250 725-417	30 35	35.09 81.44 116.53
					CHECK APCHK 99174 TOTAL FOR FUND 01:			
09/26/2022		APCH	282 (E) *#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE LIFE INSURANCE - ELECTED OFFICIALS LIFE INSURANCE - COMMISSIONERS HEALTH/DENTAL/LIFE INSURANCE LIFE INSURANCE - PLAN COMMISSION HEALTH/DENTAL/LIFE INSURANCE HEALTH/DENTAL/LIFE INSURANCE HEALTH/DENTAL/LIFE INSURANCE HEALTH/DENTAL/LIFE INSURANCE	210-204 410-141 435-148 455-141 510-340 550-141 630-141 710-141 810-141	00 05 07 10 15 20 30 35 40	14,654.09 76.30 28.00 7,542.26 93.10 785.80 31,264.53 3,682.21 2,360.56 60,486.85
					CHECK APCHK 282(E) TOTAL FOR FUND 01:			
09/26/2022		APCH	99176	ADMINISTRATIVE CONSULTING SPECIA	CONSULTING - IT/GRANT	640-306	30	2,375.00
09/26/2022		APCH	99177	APPRISE PROMOTIONAL PRODUCTS	PRINTING & PUBLISHING	710-302	35	310.00
09/26/2022		APCH	99178*#	ARAMARK UNIFORMS SERVICES	UNIFORMS	710-345	35	72.79
09/26/2022		APCH	99179	ARTISTIC ENGRAVING	EMPLOYEE RECOGNITION	630-309	30	250.00
09/26/2022		APCH	99181	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	247.90
09/26/2022		APCH	99182	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	1,138.50
09/26/2022		APCH	99183	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	1,232.00
09/26/2022		APCH	99185	BRIGHTER ELECTRIC	MAINTENANCE - BUILDING	466-228	10	315.00
09/26/2022		APCH	99186	BUTTREY RENTAL SERVICE, INC.	EQUIPMENT RENTAL	750-290	35	78.00
09/26/2022		APCH	99187	CARRIE NAVINS	ACTIVE ADULT PROGRAM ACTIVE ADULT PROGRAM ACTIVE ADULT PROGRAM	590-517 590-517 590-517	20 20 20	6,446.90 3,630.00 1,736.61 11,813.51
					CHECK APCHK 99187 TOTAL FOR FUND 01:			
09/26/2022		APCH	99189	CHRISTOPHER B. BURKE	ENGINEERING SERVICES ENGINEERING SERVICES	820-262 820-262	40 40	179.00 537.00 716.00
					CHECK APCHK 99189 TOTAL FOR FUND 01:			

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
09/26/2022	APCH	99190	CINTAS CORPORATION NO 2	MAINTENANCE	725-410	35		22.71
				MAINTENANCE	725-410	35		104.74
				MAINTENANCE	725-410	35		62.33
				MAINTENANCE	725-410	35		62.33
				CHECK APCHK 99190 TOTAL FOR FUND 01:				252.11
09/26/2022	APCH	99191	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10		1,120.32
				MAINTENANCE - BUILDING	466-228	10		266.81
				MAINTENANCE - BUILDING	466-228	10		178.13
				CHECK APCHK 99191 TOTAL FOR FUND 01:				1,565.26
09/26/2022	APCH	99192	CODE ENFORCEMENT REPRESENTATIVES	CODE ENFORCE INSPECTION	830-119	40		571.50
09/26/2022	APCH	99193	COLLEGE OF DUPAGE	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		675.00
09/26/2022	APCH	99198*#	FALCO'S LANDSCAPING INC	STREET IMPROVEMENTS	765-685	35		3,700.00
09/26/2022	APCH	99199	FEDERAL EXPRESS CORP.	POSTAGE & METER RENT	455-311	10		29.49
09/26/2022	APCH	99200	FIFTH THIRD BANK	OPERATING EQUIPMENT	630-401	30		59.62
09/26/2022	APCH	99201	FIRE CONTROL, INC	MAINTENANCE - BUILDING	630-228	30		365.99
09/26/2022	APCH	99202	FIRSTNET	TELEPHONES	710-201	35		4.61
09/26/2022	APCH	99203	FOSTER & FOSTER, INC.	AUDIT SERVICES	620-251	25		1,250.00
09/26/2022	APCH	99204	FREDRIKSEN FIRE EQUIPMENT	MAINTENANCE - BUILDING	466-228	10		144.72
09/26/2022	APCH	99206	GREAT LIFE TOURS LLC	ACTIVE ADULT PROGRAM	590-517	20		100.00
09/26/2022	APCH	99208	HEARTLAND BUSINESS SYSTEMS, LLC	TELEPHONES	810-201	40		225.00
09/26/2022	APCH	99209	HINSDALE NURSERIES, INC.	STREET IMPROVEMENTS	765-685	35		119.00
09/26/2022	APCH	99210*#	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE SUPPLIES	466-351	10		71.91
				BUILDING MAINTENANCE SUPPLIES	466-351	10		232.99
				BUILDING MAINTENANCE SUPPLIES	466-351	10		256.75
				CHECK APCHK 99210 TOTAL FOR FUND 01:				561.65
09/26/2022	APCH	99211	HRISTO BOJILOV	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		35.52
09/26/2022	APCH	99212	ILLINOIS ASSOCIATION OF PARK DI	FEES/DUES/SUBSCRIPTIONS	455-307	10		331.78
09/26/2022	APCH	99213	ILLINOIS HOMICIDE INVESTIGATORS	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		1,000.00
09/26/2022	APCH	99214	INT ASSN ARSON INVSTGRS INC	FEES/DUES/SUBSCRIPTIONS	630-307	30		130.00
09/26/2022	APCH	99215	KLEIN, THORPE & JENKINS, LTD.	FEES - SPECIAL ATTORNEY	470-241	10		1,474.91

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
09/26/2022		APCH	99216#	KONICA MINOLTA BUSINESS SOLUTION	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	309.44
					PRINTING & PUBLISHING	630-302	30	688.72
					CHECK APCHK 99216 TOTAL FOR FUND 01:			998.16
09/26/2022		APCH	99217	KRIS FAUSKE	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	2,520.00
09/26/2022		APCH	99218*#	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	12,060.00
09/26/2022		APCH	99219	LAW ENFORCEMENT RECORDS MNGRS IL	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	70.00
09/26/2022		APCH	99220	LEONARD B CANNATA	RED LIGHT - ADJUDICATOR	630-246	30	1,012.00
09/26/2022		APCH	99221	MELINA HIPSKIND	PARK PERMIT FEES	310-814	00	300.00
09/26/2022		APCH	99224	MRO SYSTEMS LLC	OPERATING SUPPLIES & EQUIPMENT	710-401	35	524.25
09/26/2022		APCH	99225*#	NOVOTNY ENGINEERING	ENGINEERING SERVICES	820-262	40	202.50
					ENGINEERING SERVICES	820-262	40	1,818.75
					ENGINEERING SERVICES	820-262	40	67.50
					ENGINEERING SERVICES	820-262	40	516.25
					CHECK APCHK 99225 TOTAL FOR FUND 01:			2,605.00
09/26/2022		APCH	99226	OCCUPATIONAL HEALTH CENTERS	PERSONNEL RECRUITMENT	455-131	10	680.00
09/26/2022		APCH	99227	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	140.00
09/26/2022		APCH	99228	PARVIN-CLAUSS SIGN CO	VILLAGE HALL SIGNAGE	485-642	10	2,790.72
09/26/2022		APCH	99229	PORTER LEE CORPORATION	EDP LICENSES	640-263	30	1,175.00
09/26/2022		APCH	99230	QUADIENT LEASING USA, INC.	POSTAGE & METER RENT	455-311	10	408.24
09/26/2022		APCH	99231	QUADIENT, INC.	OFFICE SUPPLIES	455-301	10	187.15
09/26/2022		APCH	99232	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	725.63
09/26/2022		APCH	99233	RIEKE OFFICE INTERIORS	FURNITURE & OFFICE EQUIPMENT	485-611	10	3,060.00
					FURNITURE & OFFICE EQUIPMENT	485-611	10	2,470.00
					CHECK APCHK 99233 TOTAL FOR FUND 01:			5,530.00
09/26/2022		APCH	99234	ROBERT HALF	CONSULTING FEES - CLERICAL	471-253	10	671.66
09/26/2022		APCH	99235	RON UHLEN	PARK PERMIT FEES	310-814	00	300.00
09/26/2022		APCH	99236	RYDIN	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	633.43

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
09/26/2022	APCH	99237	SAFE BUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40		4,876.00
				BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40		3,527.50
				CHECK APCHK 99237 TOTAL FOR FUND 01:				8,403.50
09/26/2022	APCH	99238#	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10		68.42
				PHONE - TELEPHONES	630-201	30		68.42
				CHECK APCHK 99238 TOTAL FOR FUND 01:				136.84
09/26/2022	APCH	99239	SEE CAGO TOURS, INC.	ACTIVE ADULT PROGRAM	590-517	20		300.00
09/26/2022	APCH	99240	SEMMER LANDSCAPE	ROUTE 83 BEAUTIFICATION	755-281	35		20,108.43
09/26/2022	APCH	99241	SIKICH LLP	AUDIT SERVICES	620-251	25		4,800.00
09/26/2022	APCH	99242	STORINO, RAMELLO & DURKIN	FEES - VILLAGE ATTORNEY	470-239	10		17,664.83
				FEES - SPECIAL ATTORNEY	470-241	10		22.00
				FEES - SPECIAL ATTORNEY	470-241	10		902.00
				FEES - LABOR COUNSEL	470-242	10		1,359.60
				FEES - LABOR COUNSEL	470-242	10		1,397.00
				FEES - LABOR COUNSEL	470-242	10		297.00
				CHECK APCHK 99242 TOTAL FOR FUND 01:				21,642.43
09/26/2022	APCH	99243	SUBURBAN DOOR CHECK & LOCK SERVI	BUILDING MAINTENANCE SUPPLIES	466-351	10		70.80
09/26/2022	APCH	99244	SURVIVAL TRAINING SOLUTIONS	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		1,100.00
09/26/2022	APCH	99246	THE SHRINE OF CHRIST'S PASSION	ACTIVE ADULT PROGRAM	590-517	20		282.00
09/26/2022	APCH	99247	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30		209.91
09/26/2022	APCH	99248	TOUR GROUP & TASTING	ACTIVE ADULT PROGRAM	590-517	20		304.00
09/26/2022	APCH	99249	ULINE	MAINTENANCE - BUILDING	466-228	10		1,481.52
				BUILDING MAINTENANCE SUPPLIES	466-351	10		2,947.63
				CHECK APCHK 99249 TOTAL FOR FUND 01:				4,429.15
09/26/2022	APCH	99250	UNDERGROUND PIPE SOLUTIONS	JET CLEANING CULVERT	750-286	35		2,200.00
				JET CLEANING CULVERT	750-286	35		2,200.00
				JET CLEANING CULVERT	750-286	35		2,730.00
				JET CLEANING CULVERT	750-286	35		2,200.00
				JET CLEANING CULVERT	750-286	35		2,200.00
				CHECK APCHK 99250 TOTAL FOR FUND 01:				11,530.00
				Total for fund 01 GENERAL FUND				198,396.54

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
09/26/2022		APCH	281(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	168,132.44
09/26/2022		APCH	282 (E)*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,142.05
					HEALTH/DENTAL/LIFE INSURANCE	401-141	50	4,500.48
					CHECK APCHK 282(E) TOTAL FOR FUND 02:			5,642.53
09/26/2022		APCH	99175	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	79.07
09/26/2022		APCH	99178*#	ARAMARK UNIFORMS SERVICES	UNIFORMS	401-315	50	73.49
					UNIFORMS	401-315	50	119.97
					CHECK APCHK 99178 TOTAL FOR FUND 02:			193.46
09/26/2022		APCH	99180	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	740.00
					LEAK SURVEYS	430-276	50	940.00
					CHECK APCHK 99180 TOTAL FOR FUND 02:			1,680.00
09/26/2022		APCH	99184	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	425.00
09/26/2022		APCH	99188	CARROLL CONSTRUCTION SUPPLY	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	433.81
09/26/2022		APCH	99194	COMMERCIAL TIRE SERVICE, INC	VEHICLE MAINTENANCE	401-350	50	550.00
					VEHICLE MAINTENANCE	401-350	50	468.36
					CHECK APCHK 99194 TOTAL FOR FUND 02:			1,018.36
09/26/2022		APCH	99197	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	150.00
09/26/2022		APCH	99198*#	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,500.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,500.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,500.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	6,800.00
					STREET IMPROVEMENTS SERVICES	430-281	50	7,150.00
					CHECK APCHK 99198 TOTAL FOR FUND 02:			27,450.00
09/26/2022		APCH	99205	GRAINGER	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	2,539.74
09/26/2022		APCH	99207	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,100.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,295.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,295.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,950.00
					CHECK APCHK 99207 TOTAL FOR FUND 02:			11,640.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
09/26/2022		APCH	99210*#	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	1,198.00
					OPERATING EQUIPMENT	430-401	50	658.00
					MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	237.87
					CHECK APCHK 99210 TOTAL FOR FUND 02:			2,093.87
09/26/2022		APCH	99218*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	8,040.00
09/26/2022		APCH	99222	METROPOLITAN INDUSTRIES INC	EDP LICENSES	417-263	50	138.00
					WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	450.00
					CHECK APCHK 99222 TOTAL FOR FUND 02:			588.00
09/26/2022		APCH	99223	MID AMERICAN WATER	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	70.00
09/26/2022		APCH	99245*#	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,509.73
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,518.23
					STREET IMPROVEMENTS SERVICES	430-281	50	765.24
					STREET IMPROVEMENTS SERVICES	430-281	50	1,171.93
					STREET IMPROVEMENTS	430-281	50	541.03
					CHECK APCHK 99245 TOTAL FOR FUND 02:			8,506.16
09/26/2022		APCH	99251	USABLUEBOOK	VEHICLE MAINTENANCE	401-350	50	219.99
09/26/2022		APCH	99252	WEST SIDE TRACTOR SALES	VEHICLE MAINTENANCE	401-350	50	442.31
09/26/2022		APCH	99253	WILLOWBROOK FORD INC.	VEHICLE MAINTENANCE	401-350	50	1,571.80
					Total for fund 02 WATER FUND			240,916.54

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
09/26/2022		APCH	99196	ENGINEERING SOLUTIONS TEAM	COMMUNITY CENTER CONSTRUCTION	600-326	55	14,000.00
09/26/2022		APCH	99198*#	FALCO'S LANDSCAPING INC	RIDGEMOOR PARK PROJECT	600-328	55	19,400.00
09/26/2022		APCH	99225*#	NOVOTNY ENGINEERING	ROAD PROGRAM DESIGN	600-310	55	975.00
					ROAD PROGRAM DESIGN	600-310	55	962.50
					CHECK APCHK 99225 TOTAL FOR FUND 10:			1,937.50
09/26/2022		APCH	99245*#	TAMELING INDUSTRIES	RIDGEMOOR PARK PROJECT	600-328	55	2,392.20
					RIDGEMOOR PARK PROJECT	600-328	55	2,697.30
					CHECK APCHK 99245 TOTAL FOR FUND 10:			5,089.50
					Total for fund 10 CAPITAL PROJECT FUND			40,427.00

09/23/2022 10:15 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 09/14/2022 - 09/28/2022

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
09/26/2022		APCH	282 (E)*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	380.68
09/26/2022		APCH	99195	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	847.00
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			1,227.68
					TOTAL - ALL FUNDS			480,967.76

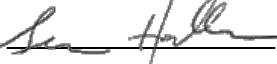
'*' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

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

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION CREATING SET HOURS FOR HALLOWEEN 2022 TRICK-OR-TREATING IN THE VILLAGE OF WILLOWBROOK	AGENDA NO. 6.e. AGENDA DATE: 09-26-22
STAFF REVIEW: Robert Schaller, Chief of Police	SIGNATURE: 
LEGAL REVIEW: N/A	
RECOMMENDED BY VILLAGE ADMIN.: Sean Halloran	SIGNATURE: 
REVIEWED & APPROVED BY COMMITTEE: YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/> X	
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)	
During the Public Safety Committee meeting on January 9, 1994, the need for solicitation hours was discussed. It was decided that the Village did not need an ordinance regulating Halloween solicitation. However, the idea of a Resolution passed yearly to set solicitation hours was discussed and endorsed. The resolution would accommodate the day of the week that Halloween fell upon. A resolution has been passed by the President and Board of Trustees since this date. The hours for Halloween solicitation set by the resolution would be published on the Village website and added to the Village's other social and media channels, e.g., Facebook, Channel 6, Neighborhoods.com and LED signage, and our school partners, District 62 and 60.	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)	
The recommended hours for the 2022 Halloween solicitation are Monday, October 31 st , 2022, from 3:00 p.m. to 7:00 p.m.	
ACTION PROPOSED: Adopt the Resolution.	

RESOLUTION NO. 22-R-_____

**A RESOLUTION CREATING SET HOURS FOR HALLOWEEN 2022 TRICK-
OR-TREATING IN THE VILLAGE OF WILLOWBROOK**

WHEREAS, the Village of Willowbrook is dedicated to protecting the safety and welfare of young children trick-or-treating on the holiday of Halloween 2022 and in preserving the spirit of Halloween for young children; and

WHEREAS, the holiday of Halloween sometimes leads to an increase in vandalism due to the presence of unsupervised juveniles roaming through the Village of Willowbrook; and

WHEREAS, the Village of Willowbrook desires to reduce potential vandalism and protect the property and peace of mind of Willowbrook residents, as well as ensure the safety of children trick-or-treating; and

WHEREAS, a need for set solicitation hours has been identified by the Village Staff; and

WHEREAS, it was recommended by the Village Staff to set the hours of Halloween 2022 trick-or-treating to be between the hours of 3:00 p.m. and 7:00 p.m. on Monday, October 31, 2022; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Trustees of the Village of Willowbrook hereby set the hours of Halloween 2022 trick-or-treating to be between the hours of 3:00 p.m. and 7:00 p.m. on Monday, October 31, 2022.

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BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 26th day of September, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL DESIGN ENGINEERING SERVICES FOR THE WILLOWBROOK EXECUTIVE PLAZA FLOOD CONTROL AND ROAD CONSTRUCTION BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK

AGENDA NO. 7**AGENDA DATE: 9/26/2022****STAFF REVIEW:** Andrew Passero, Public Works ForemanSIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Sean Halloran, Village AdministratorSIGNATURE: **REVIEWED & APPROVED BY COMMITTEE:**YES NO N/A **BACKGROUND/DISCUSSION**

In March 2020, Christopher Burke Engineering prepared a report for the Executive Plaza Area, which has been historically plagued with heavy rains that result in significant street flooding and long drain down times. The Study Area, focused on Executive Drive and Plaza Court, is located at the bottom of a depressional area or “bowl” where runoff from the Executive Plaza Tributary Area (Tributary Area) ponds for an extended period of time due to insufficient sewer capacity and lack of an overland flow outlet.

Additionally, the Tributary Area is almost entirely developed, preventing runoff from infiltrating into the ground. Runoff from the Tributary Area ultimately reaches the depressed area, where the only means of discharge is through a 15-inch outlet pipe and an 18-inch outlet pipe which are significantly undersized to prevent surface flooding and multi-day drain down times. Another 15-inch outlet pipe, known as the Tameling field tile, historically drained the Tributary Area but was rerouted south along Madison Street and east along Frontage Road. The most notable flooding consists of the inundation of Executive Drive and Plaza Court, which makes these roadways impassable for days and limits or eliminates access to the businesses on these streets.

As part of this analysis, Christopher Burke proposed several options to alleviate the flooding in the attached report:

1A: Creating new storage volume.

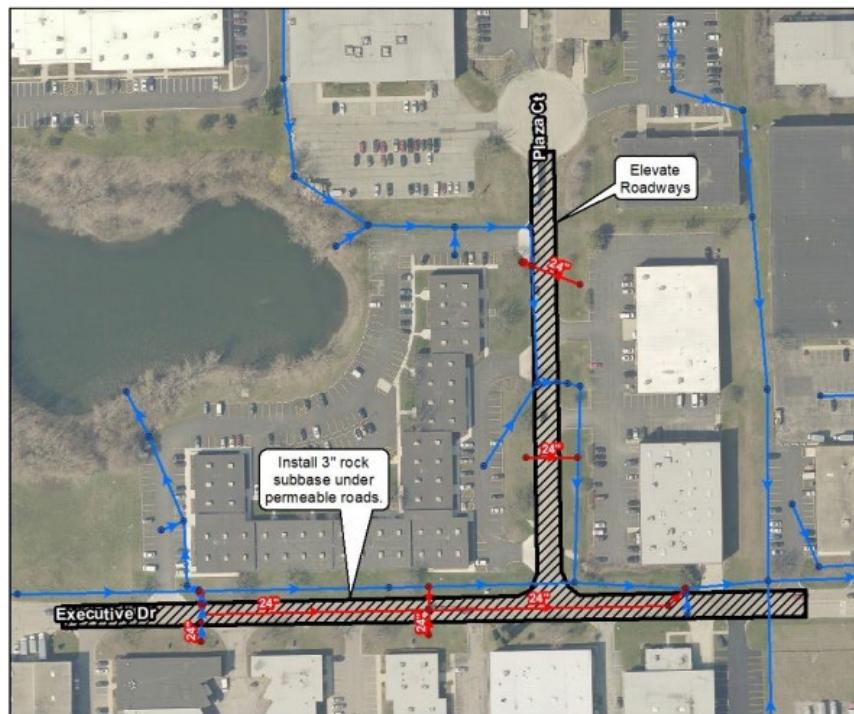
- This alternative involves storing water currently ponding in Executive Plaza roads and parking lots at a lower elevation within the Executive Plaza Tributary Area and maintaining the Tributary Area's existing outlet pipes. Alternative 1A was analyzed using XP-SWMM (Sanitary, Storm and Flood Modeling Software) which determined that a total of approximately 75 acre-feet of detention storage would be needed within the Executive Plaza Tributary Area.

1B: Construct new outlet pipe

- An alternative was developed that relies on increased conveyance rather than storage. This alternative involves constructing approximately 4,300 linear feet (LF) of new 30-inch storm sewer from Executive Lake to the area where the existing storm sewer system currently outlets. To prevent increasing flow rates to downstream properties, the new 30-inch storm sewer, and two (2) existing outlet sewers, would discharge to a proposed 57-acre-foot detention basin. Because there is floodplain at the existing outlets and where the proposed detention basin would need to be constructed, a pump may be required to discharge water from the proposed basin.

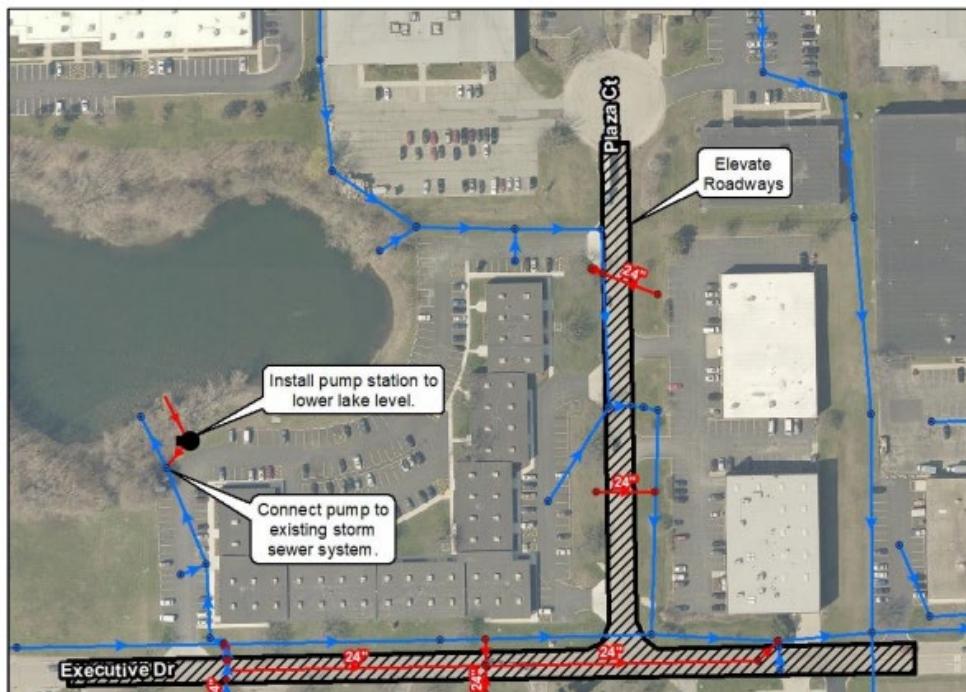
2A: Elevate roadways and provide compensatory storage in permeable subbase

- Approach 2 is to reduce the impacts of flooding without lowering the actual flood elevation. Alternative 2A involves raising Executive Drive and Plaza Court to a minimum elevation of 705.75 feet (six [6] inches below the 100-year maximum WSEL – Water Surface Elevation) and installing new storm sewers to maintain existing drainage patterns and avoid flooding impacts from elevating the roadway. Executive Drive would be reconstructed over a distance of approximately 1,000 feet and Plaza Court over a distance of approximately 600 feet. Additionally, Executive Drive would need to be raised a maximum of two (2) feet and Plaza Court would be raised a maximum of three (3) feet.
- Raising the roadways requires fill to be placed within the depressional flooding area of the Executive Plaza Study Area, which displaces floodwater and could potentially increase flooding depths. To avoid flood increases, compensatory storage must be provided. Compensatory storage is flood storage created at the same elevation range as a fill volume so that it is “hydraulically equivalent” and replaces the function of the existing storage. The Village has required other developments in the vicinity of the Executive Plaza Study Area to provide compensatory storage at a 1:1 ratio for any fill within the depressional flooding area. Any alternatives involving fill would require the same 1:1 storage ratio.
- For Alternative 2A, the 2.6 acre-feet of compensatory storage would be provided in the subbase of the road. The roadways would be elevated using a permeable subgrade such as 3-inch rock rather than clay embankment material. A perforated distribution pipe would be constructed in the subgrade and connected to the storm sewer system so that flood waters could access the void space in the subgrade. DuPage County allows a void space ratio of 36% to be used for rock subgrade for purposes of calculating storage volume. The permeable subgrade would be wrapped with a geotextile fabric so that fine material from the surrounding soils and the road base would not migrate into the permeable subgrade. The road base and pavement would then be constructed on top of the geotextile layer.



2B: Elevate roadways and provide compensatory storage by lowering Executive Lake

- This alternative involves raising Executive Drive and Plaza Court to a minimum elevation of 705.75 feet (six [6] inches below the 100-year maximum WSEL) and installing new storm sewers to maintain existing drainage patterns and avoid flooding impacts from elevating the roadway. Executive Drive would be reconstructed over a distance of approximately 1,000 feet and Plaza Court over a distance of approximately 600 feet. Additionally, Executive Drive would need to be raised a maximum of two (2) feet and Plaza Court would be raised a maximum of three (3) feet. This portion of the alternative is identical to Alternative 2A.
- Raising the roads would require approximately 2.6 acre-feet of fill to be placed within the depressional flooding area of the Executive Plaza Study Area. This compensatory storage would be provided by lowering the normal water level of Executive Lake, accomplished through pumping. A pump station would be constructed and adjusted to maintain the desired water level. The pump would run as needed during dry periods and would be set to stop pumping when water levels reach the existing gravity outlet so that it would not continue to pump during a storm event. The lake level would need to be lowered one (1) to one-and-a-half (1.5) feet, and the newly exposed shoreline would be restored to blend with the existing shoreline.



3: Operable valves on upstream basins

- The third approach considered was to make comparatively smaller improvements where possible that would provide some increase in the level of flood protection for the study area. Alternative 3 involves installing operable valves on existing detention basins upstream (north) of Executive Plaza along Willowbrook Centre Parkway. The two basins (one on the west side of the road and one on the east side) serve as the constructed storage for about 82 acres of the 221-acre Executive Plaza Tributary Area. In the existing condition, the basins release stormwater via several restricted outlet pipes. The eastern upstream basin also overflows during large storm events, and water travels overland toward Executive Lake and Madison Street.

After direction is provided by the Board through the Committee of the Whole, staff will begin working with Christopher Burke Engineering to begin the design of this program. The funding of this project will primarily come from the General Obligation Bond that was approved by the Board on April 11, 2022

STAFF RECOMMENDATION

Staff recommends the awarding of design services to Christopher Burke Engineering.

ACTION PROPOSED: Adopt the Resolution.

RESOLUTION NO. 22-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS
FOR PROFESSIONAL DESIGN ENGINEERING SERVICES FOR THE
WILLOWBROOK EXECUTIVE PLAZA FLOOD CONTROL AND ROAD
CONSTRUCTION BY AND BETWEEN CHRISTOPHER B. BURKE
ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK**

WHEREAS, the Corporate Authorities of the Village of Willowbrook (the “Village”) have determined that it is in the best interest of the Village to enter into a professional engineering services agreement with Christopher B. Burke Engineering, Ltd. (“CBBEL”) for professional engineering services and First Amendment to General Conditions related to Professional Design Engineering for the Willowbrook Executive Plaza Flood Control and Road Construction; and

WHEREAS, the Village has a past satisfactory relationship with CBBEL for the provision of professional engineering services; and

WHEREAS, the Village desires to retain CBBEL to provide the aforesaid professional engineering services to the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the certain Proposal and Agreement, including General Conditions and First Amendment to General Conditions, by and between the Village of Willowbrook and Christopher B. Burke Engineering, Ltd. for professional design engineering services on behalf of the Village, be and is hereby approved and the Mayor and Village Clerk be and the same are hereby authorized to execute and attest, all on behalf of the Village of Willowbrook, that certain Professional Services Agreement, attached hereto as Exhibit "A" and made a part hereof and General Conditions and First Amendment to General Conditions, attached hereto as Exhibit "B" and made a part hereof.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 26th day of September, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

Christopher B. Burke Engineering, Ltd.
Professional Services Agreement



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

September 9, 2022

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Sean Halloran, Assistant Administrator

Subject: Professional Design Engineering Services Proposal
Willowbrook Executive Plaza Flood Control and Road Construction

Dear Mr. Halloran:

At your request, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional design engineering services related to the Willowbrook Executive Plaza Flood Control and Road Construction. The project consists of the proposed Alternative 2A elevating roadways and providing compensatory storage and permeable subbase as chosen by the Village from the Village of Willowbrook Stormwater Master Plan for Executive Plaza prepared by CBBEL and dated March 2020. This will include preparation of design engineering and permitting of the engineering plans, list of pay items, quantities, and cost of estimate. Included in this proposal are the Understanding of the Assignment, Scope of Services, and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding the Village has chosen to move forward with Alternative 2A to reduce the impacts of flooding of Executive Plaza and Plaza Court. This includes raising the roadway to an elevation of 705.75 (6" below the 100-year maximum WSEL) and installing new storm sewers to maintain the existing drainage patterns and avoid flooding impacts from elevating the roadway. Executive Plaza would be raised a maximum of two (2) feet and Plaza Court would be raised a maximum of three (3) feet.

The raising of the roadways will require fill to be placed within the depressional flooding area of Executive Plaza Study Area. To avoid flood increases compensatory storage will be provided. The compensatory storage is flood storage control created by same elevation range as a fill volume so that it is "hydrologically equivalent" and replaces the function of the existing storage. Based on the Village's report this will require a 1:1 storage ratio.

SCOPE OF SERVICES

Task 1A – Project Topographic Survey:

CBBEL will perform Topographic Survey of Executive Drive Project Area (from R-O-W to R-O-W, with overlap to building faces, Madison St. to Quincy St.; 1,700'LF±), and Plaza Court (from R-O-W to R-O-W; 800'LF±). The following scope items will be included in this task:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. Horizontal Datum will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201)
2. Vertical Control: We will establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum) State-of-the-art Hard Level equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points.
3. CBBEL will field locate all pavements, driveways, bike paths, curbs and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits.
4. CBBEL will field locate all trees of 6-inch caliper or greater within the survey limits (Tree Line only for heavily forested areas), and record tree size, location and elevation on survey.
5. Establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.
6. CBBEL will survey cross sections along the project limits at 50' intervals, and at all other grade controlling features.
7. CBBEL will field-locate all above-ground utility infrastructure within the survey limits such as water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. For each structure we will identify size, type, rim, and invert elevations.
8. Office contouring of field data and one-foot contour intervals.
9. Drafting the Existing Conditions Plan base sheets at a scale of 1"=20' for use during design.

Task 1B – J.U.L.I.E. Utility Coordination:

CBBEL will coordinate with J.U.L.I.E. to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities / obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and J.U.L.I.E. Utility Coordination. All utilities / obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities / obstructions / systems whether or not shown on base map. J.U.L.I.E. Utility Coordination Atlas information is typically isolated to Public Right-of-Way & limited areas adjacent to Public

Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client.

***NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal**

Task 3 – Field Reconnaissance:

CBBEL Staff will perform a Field Reconnaissance of the project limits. The purpose of the Field Reconnaissance will be to determine the limits of the items and estimate the quantities. The results of the Field Reconnaissance will be reviewed with Village staff.

Task 4 – Geotechnical Investigation:

Five (5) cores for the project will be obtained as part of the Geotechnical Exploration by Testing Services Corporation (TSC) for compliance with the Clean Construction Demolition Debris (CCDD). The cores will be 10 feet in depth.

The report will give complete pavement and base surface thickness as well as subgrade description and laboratory test dates. Comments will also be made concerning proposed pavement overlay and/or maintenance, including recommended FDR depths.

We recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify the analytical parameters proposed will be sufficient.

The objectives of the Study are to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer.

Uncontaminated soil including uncontaminated soil mixed with clean construction for demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act {415 ILCS 5/22 (f)(2)(B)}. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act {415 ILCS 5/22.51a(d)(2)(B)}. These certifications must be made by a licensed professional engineer or geologists (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a “Potentially Impacted Property” (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

Task 5 – Evaluation of Geotechnical Investigation:

CBBEL will evaluate the geotechnical report to determine any modifications to the typical sections and undercutting.

Task 6 – 75% Plans and Estimates:

CBBEL will prepare plans and specifications for the 75% design plans for the project

in accordance with Village and IDOT Standard Pay Items and Specifications. The plans and Specifications will be proposed in accordance with the Village guidelines. The plans will be submitted to Staff for review and will be used for the required permitting for the sheets and staff-hours in this proposal.

The following sheets and associated staff hours will be required:

Sheet	# of Sheets	Hours Per Sheet	Total Hours
Title Sheet	1	10	10
General Notes	1	10	10
Typical Sections	1	12	12
Summary of Quantities	1	16	16
Alignment, Ties and Benchmark	2	16	32
Existing Conditions and Removal Plan- Plaza Court	1	12	12
Existing Conditions and Removal Plan- Executive Plaza	2	12	24
Maintenance of Traffic Plan	2	12	24
Maintenance of Traffic Notes	2	12	24
Roadway Plan and Profile-Plaza Court	2	12	24
Roadway Plan and Profile-Executive Plaza	3	12	36
ADA Ramp Details	3	16	48
Storm Sewer Plan and Profile-Plaza Court	2	12	24
Storm Sewer Plan and Profile-Executive Plaza	3	12	36
Sediment Erosions/Sediment Control Plan	4	10	40
Sediment Erosions/Sediment Control Detail	1	12	12
Cross Sections-Plaza Court	3	12	36
Cross Sections-Executive Plaza	7	12	84
Construction Details	4	10	40
Specifications			30
Quantities	--	--	24
TOTAL	45		598

Task 7 – Final Engineering Plans, Summary of Quantities and Cost of Estimate:

CBBEL will finalize the Engineering Plans, Summary of Quantities and Cost Estimate based on the review comments provided by Village Staff. CBBEL will submit plans to Willowbrook for approval prior to bidding.

Task 8 – DuPage County Stormwater Permitting: The project is located within the limits of the Village and does not impact any special management areas, therefore all stormwater permitting will be handled by the Village and will not require any outside agency approvals. To ensure compliance with the County's stormwater ordinance, we will prepare an abbreviated DuPage County Stormwater Permit Application for submittal to the Village for its review and ultimately for its record keeping for this project. The critical task is to complete and document calculations verifying the quantity of fill placed below the established 100-year flood level and also the mitigating flood storage created by the project to demonstrate that a 1:1 ratio is achieved.

Task 9 – Bidding Assistance:

CBBEL will attend the bid opening and evaluate the bids and bidders to determine if the bids were submitted in accordance with the contract documents and if the bidders are qualified to perform the work. Following this review, CBBEL will provide a recommendation to the Village for award of the construction contracts.

Task 10 – Meetings:

CBBEL has budgeted two coordination meetings with Village Staff during the course of the project. Attendance and preparation for these meetings is included in this task.

ESTIMATED FEE

Task 1 – Survey and Data Compilation	\$ 23,500
Task 2 – JULIE Utility Coordination	\$ 4,500
Task 3 – Field Reconnaissance	\$ 1,000
Task 4 - Geotechnical Investigation	\$ 8,800
Task 5 – Evaluation of Geotechnical Investigation	\$ 500
Task 6 – 75% Plans and Estimates	\$ 67,500
Task 7 – Final Engineering Plans, Summary of Quantities and Cost of Estimate	\$ 21,000
Task 8 – DuPage County Site Development Permit	\$ 8,000
Task 9 – Bidding Assistance	\$ 750
Task 10 – Meetings	\$ 1,500
	TOTAL
	\$137,550

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. **We anticipate having final plans and bid documents completed in approximately 5 months after receiving a signed contract.** Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

Encl. 2022 Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS AND CONDITIONS
ACCEPTED FOR VILLAGE OF WILLOWBROOK:

BY: _____

TITLE: _____

DATE: _____

LMF/mlj
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CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
VILLAGE OF WILLOWBROOK

2022

	Charges*
	(\$/Hr)
<u>Personnel</u>	
Principal	248
Engineer VI	217
Engineer V	179
Engineer IV	143
Engineer III	129
Engineer I/II	102
Survey V	200
Survey IV	169
Survey III	144
Survey II	104
Survey I	81
Engineering Technician V	169
Engineering Technician IV	137
Engineering Technician III	123
Engineering Technician I/II	100
CAD Manager	149
CAD II	129
GIS Specialist III	124
GIS Specialist I/II	69
Landscape Architect	143
Landscape Designer I/II	105
Environmental Resource Specialist V	183
Environmental Resource Specialist IV	141
Environmental Resource Specialist III	118
Environmental Resource Specialist I/II	97
Environmental Resource Technician	93
Administrative	92
Engineering Intern	55
Information Technician III	109
Information Technician I/II	100
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance With Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

EXHIBIT “B”

General Conditions and
First Amendment to General Conditions

**FIRST AMENDMENT TO THE GENERAL TERMS AND CONDITIONS
OF THAT CERTAIN AGREEMENT BY AND BETWEEN CHRISTOPHER B. BURKE
ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK FOR
PROFESSIONAL DESIGN ENGINEERING SERVICES FOR THE WILLOWBROOK
EXECUTIVE PLAZA FLOOD CONTROL AND ROAD CONSTRUCTION**

That certain Agreement by and between CHRISTOPHER B. BURKE ENGINEERING, LTD. (the "Engineer") and the VILLAGE OF WILLOWBROOK, to provide professional design engineering services to the Village of Willowbrook (the "Client") in connection with the Willowbrook Executive Plaza Flood Control and Road Construction, is hereby amended, by amending the "Christopher B. Burke Engineering, Ltd. General Terms and Conditions" as hereinafter set forth:

1. Paragraph 10, entitled "Indemnification" of the General Terms and Conditions is hereby amended to read as follows:

Indemnification: Engineer shall indemnify and hold harmless Client. Engineer shall defend, indemnify and hold harmless Client, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole negligent or willful act, or error or omission of Engineer, its employees, agents or assigns.

Indemnification: Client shall indemnify and hold harmless Engineer. Client agrees to defend, indemnify and hold harmless Engineer, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole willful or wanton act of Client, its employees or agents.

Neither party shall be liable for any special incidental or consequential damages including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

2. Paragraph 23, entitled "Limit of Liability" of the General Terms and Conditions, shall be deleted in its entirety.

3. Paragraph 24, entitled "Client's Responsibilities" of the General Terms and Conditions shall be amended to read as follows:

Additional Responsibilities of Client and Engineer: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client shall name the Engineer, its agents and consultants, as an additional insured on the Client's policy or policies of general liability insurance.

Client shall provide Engineer a copy of said Certificate of Insurance and shall provide that the Engineer be given thirty (30) days, unqualified written notice prior to cancellation thereof.

The Engineer further agrees to name the Client, its agents, employees and elected officials as additional insureds on Engineer's policy or policies of comprehensive and/or commercial general liability insurance including Engineer's policies of insurance for workers' compensation. Workers' Compensation Insurance shall be in such amounts as required by the Illinois Department of Labor. Engineer shall provide Client with a Certificate of Insurance naming Client as an additional insured and Client shall be given thirty (30) days, unqualified written notice prior to any cancellation thereof.

4. Paragraph 26, entitled "Payment" of the General Terms and Conditions, shall be amended to read as follows:

Payment: Client shall be invoiced once a month for work performed during the preceding month. Client agrees to pay each invoice in accord with the provisions of the Illinois Governmental Prompt Payment Act.

Suspension of Services: If Client fails to make payments when due, or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) business days' written notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs previously set forth in (Item 4 of) this agreement.

5. The remaining provisions of the General Terms and Conditions, unamended by this First Amendment to Christopher B. Burke Engineering, Ltd. General Terms and Conditions, shall remain in full force and effect and unamended by this First Amendment.

READ, APPROVED AND AGREED

VILLAGE OF WILLOWBROOK

By: _____

Frank A. Trilla, Mayor

Date: _____

ATTEST:

Deborah A. Hahn, Village Clerk

READ, APPROVED AND AGREED

CHRISTOPHER B. BURKE
ENGINEERING, LTD.

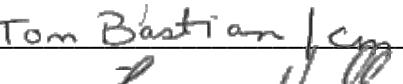
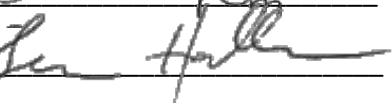
By: _____

Michael E. Kerr, PE, President
and duly authorized agent

Date: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) LATERAL POLICE CANDIDATE FOR THE RANK OF PATROL OFFICER	AGENDA NO. 8 AGENDA DATE: 9/26/2022
STAFF REVIEW: Robert Schaller, Chief of Police	SIGNATURE: 
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: 
RECOMMENDED BY: Sean Halloran, Village Administrator	SIGNATURE: 
REVIEWED & APPROVED BY PSC:	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

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

Due to the resignation of an officer in August of 2022 a vacancy has been created. The Police Department currently has two reservations at the Police Training Institute for 2023 and is currently in the process of testing for a final BOPC eligibility register. Due to the terms and conditions of fulfilling Department of Justice COPS grant and the lack of a final BOPC police eligibility register, a deviation from the hiring rotation as defined in Section 5-1-4 of the Municipal Code of the Village of Willowbrook is requested to effect the hiring from the lateral transfer applicant list.

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

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

Chief of Police -1

Deputy Chief of Police -2

Sergeants – 3

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

TOTAL: 27 sworn officers - Currently the total number of sworn officers is 24 in the police department.

ACTION PROPOSED: Adopt the Resolution, which will enable the Chief of Police to hire from the lateral hire candidate pool.

RESOLUTION NO. 22-R-_____

**A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE
VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING
ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF ONE (1)
LATERAL POLICE CANDIDATE FOR THE RANK OF PATROL OFFICER**

WHEREAS, Title 2, Chapter 4, Section 6 of the Village Code of Ordinances provides that the Board of Police Commissioners of the Village shall make original appointments in the Police Department upon written receipt of a written resolution to do so, duly adopted by a majority vote of the corporate authorities of the Village; and

WHEREAS, Title 5, Chapter 1, Section 5-1-14 authorizes lateral hiring of qualified police officers; and

WHEREAS, the Village Code provides that the original appointment of police officers shall be made on a rotating basis pursuant to Title 2, Chapter 4, Section 6 or Title 5, Chapter 1, Section 5-1-14 of the Village Code of Ordinances; and

WHEREAS, the provision of Section 5-1-14, notwithstanding the corporate authorities, are expressly authorized to deviate from the hiring rotation process and direct the Chief of Police of the Village to select qualified candidates from the lateral pool to be recommended for hire by the Village Administrator.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that a deviation from the “rotating hiring basis”, as provided in Title 5, Chapter 1, Section 5-1-14 of the Village Code of Ordinances, is hereby approved and the Chief of Police is hereby directed to select one (1) qualified candidate from the lateral pool of qualified candidates and shall further make a recommendation to the Village Administrator of the Village to extend a conditional offer of employment to such candidate, all in

accord with the provisions of the Village Code of Ordinances.

This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED and APPROVED this 26th day of September, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING SECTION 3-12-5, ENTITLED “CLASSIFICATIONS,” OF CHAPTER 12, ENTITLED “LIQUOR,” OF TITLE 3, ENTITLED “BUSINESS,” AND AMENDING SUBSECTION (N) OF SECTION 4-4-2, ENTITLED “PROHIBITED ACTS,” OF CHAPTER 4, ENTITLED “PARKS,” OF TITLE 4, ENTITLED “MUNICIPAL SERVICES,” OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

AGENDA NO. 9.**AGENDA DATE: 09/26/2022****STAFF REVIEW:** Dustin Kleefisch, Director of Parks & Recreation SIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Sean Halloran, Village AdministratorSIGNATURE: **REVIEWED & APPROVED BY A COMMITTEE:** YES NO N/A **ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)**

The Mug Run is a new special event that the Parks and Recreation Department is preparing for that will provide alcohol to patrons in the park. In order to conduct this event, the Village of Willowbrook will be applying for a Class C Liquor License, single day use permit in accordance with the changes to Village Ordinance Section 3-12-5, subsection (C) entitled Class C License and Village Ordinance section 4-4-2, subsection (N).

The event will consist of a one mile walk or run around Borse Memorial Park between 10am and 2pm. Participants will receive an event long-sleeved t-shirt, commemorative mug and three drink tickets for the event. For the event, we will be supporting a local company, Black Horizon Brewing Company, who will be the beer supplier.

The Special Event Liquor Permit is necessary to apply for the State Special Event permit. IRMA has already provided special event insurance coverage.

If the Ordinance is passed by the Board of Trustees, staff will begin the process of finalizing all liquor license applications and permits for the event’s execution.

ACTION PROPOSED: Pass the Ordinance.

ORDINANCE NO. 22-O-_____

**AN ORDINANCE AMENDING SECTION 3-12-5, ENTITLED “CLASSIFICATIONS,”
OF CHAPTER 12, ENTITLED “LIQUOR,” OF TITLE 3, ENTITLED “BUSINESS,”
AND AMENDING SUBSECTION (N) OF SECTION 4-4-2, ENTITLED “PROHIBITED
ACTS,” OF CHAPTER 4, ENTITLED “PARKS,” OF TITLE 4, ENTITLED
“MUNICIPAL SERVICES,” OF THE VILLAGE CODE OF ORDINANCES OF
THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

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

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

SECTION ONE: Section 3-12-5, entitled “Classifications,” of Chapter 12, entitled “Liquor,” of Title 3, entitled “Business,” of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended by amending subsection 3-12-5(c) to read as follows:

“(C) Class C License: The Local Liquor Control Commissioner may grant a Class C license to the Village of Willowbrook or to any local organization or group such as a fire department, veterans’ organization, lodge, church or similar organization, or to any other such local organization as the Local Liquor Control Commissioner may, from time to time, determine. A Class C license shall be effective for a period of one day and shall authorize the sale of such alcoholic liquor, during the hours and on the premises set forth on the license, as the Local Liquor Control Commissioner may permit, at any picnic, carnival or similar function or other special event given by said organization. The Local Liquor Control Commissioner may impose such other restrictions on said licenses as he/she shall see fit. The fee for such license shall be two hundred fifty dollars (\$250.00), provided, however, the fee for a one day Class C license shall be waived when issued to a unit of local government.”

SECTION TWO: Subsection (N) of Section 4-4-2, entitled “Prohibited Acts,” of Chapter 4, entitled “Parks,” of Title 4, entitled “Municipal Services,” of the Village Code of

Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended to read as follows:

“(N) Unless otherwise authorized by the issuance of a Village one-day Special Event Liquor License to consume or to have possession of, custody of, or control of alcoholic liquor within any park or adjacent public way within the Village.”

SECTION THREE: The remaining provisions of Sections 3-12-5 and 4-4-2 shall remain in full force and effect and unamended by this Ordinance.

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

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

PASSED and APPROVED by a ROLL CALL VOTE this 26th day of September, 2022.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk