

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, OCTOBER 14, 2024 AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. OATH OF OFFICE - OFFICER PIERRE SMITH
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 Regular Meeting September 23, 2024 (APPROVE)
 - c. Warrants \$1,925,837.36
 - d. MOTION - A MOTION FOR A BUDGET AMENDMENT TO THE COMMUNITY DEVELOPMENT SPECIAL PROJECTS BUDGET FOR THE IMPLEMENTATION AND FIRST YEAR OF SERVICE FOR ONLINE PERMIT SOFTWARE LAMA BY THE DAVENPORT GROUP USA, LTD. (PASS)
 - e. PROCLAMATION - PROCLAIMING OCTOBER 2024 AS ARTS DUPAGE MONTH IN THE VILLAGE OF WILLOWBROOK (RECEIVE)
 - f. RESOLUTION NO. _____ - A RESOLUTION CREATING SET HOURS FOR HALLOWEEN 2024 TRICK-OR-TREATING IN THE VILLAGE OF WILLOWBROOK (ADOPT)

NEW BUSINESS

7. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN CHICAGO DRONE LIGHT SHOWS, INC. AND THE VILLAGE OF WILLOWBROOK TO PROVIDE A HOLIDAY THEMED DRONE LIGHT SHOW FOR THE VILLAGE OF WILLOWBROOK LIGHT UP THE NIGHT EVENT FOR A TOTAL COST NOT TO EXCEED \$20,000.00 (ADOPT)

8. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BRIGHTER ELECTRIC, INC. FOR THE ELECTRICAL IMPROVEMENTS AT FARMINGDALE TERRACE PARK, CREEKSIDE PARK, AND ROUTE 83/KINGERY HIGHWAY VILLAGE OF WILLOWBROOK MONUMENT SIGN (PASS)
9. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CREATION OF A WATER DISTRIBUTION SYSTEM MODEL AND MASTER PLAN BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK (ADOPT)

PRIOR BUSINESS

10. TRUSTEE REPORTS

11. ATTORNEY'S REPORT

12. CLERK'S REPORT

13. ADMINISTRATOR'S REPORT

14. MAYOR'S REPORT

15. EXECUTIVE SESSION

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 23, 2024, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Gretchen Boerwinkle, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal and Greg Ruffolo, Village Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant Village Administrator Alex Arteaga, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Director of Public Works Rick Valent, Chief Lauren Kaspar, Deputy Chief Gerard Wodka, Deputy Chief Ben Kadolph, and Deputy Clerk Christine Mardegan.

ABSENT: NONE.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Deputy Chief Wodka to lead everyone in saying the Pledge of Allegiance.

4. MOTION TO APPROVE MERITORIOUS SERVICE AWARDS FOR SERGEANT JOSEPH LAVALLE, OFFICER CLAIRE MANLEY, OFFICER NICHOLAS CLEDON, AND OFFICER RICHARD FOYTIK (PASS)

a. Officer Nicholas Cledon	c. Sergeant Joseph Lavalle
b. Officer Richard Foytik	d. Officer Claire Manley

Chief Kaspar began her presentation with a review of the eligibility requirements for the Meritorious Service Award plus honorarium:

Any Willowbrook employee during his/her regular course of employment shall be eligible if, in attempting to save the life of another or prevent serious injuries to another, exhibits superior efforts in a range which exceeds the common standards of performance expected of his/her profession.

The Chief then related the incident that warranted this award to the police personnel at this meeting:

In that on August 20th, 2024 Willowbrook officers responded to the report of a suicidal subject. Upon arrival, officers quickly assessed the situation and worked seamlessly as a team to provide immediate and effective first aid to an individual who was in dire need of assistance. Their application of direct pressure and a tourniquet to a severely bleeding wound was crucial in stabilizing the individual, preventing a potentially tragic outcome. These actions not only saved a life but also exemplified the values of compassion, professionalism, and selflessness that define the Willowbrook Police Department.

The Mayor and the Trustees thanked the sergeants and officers for everything they do to keep Willowbrook safe. Mayor Trilla shared his appreciation and love of the department for creating a family feeling at the Village and Police Department.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to approve the Meritorious Service Awards for Sergeant Joseph Lavalle, Officer Claire Manley, Officer Nicholas Cledon, and Officer Richard Foytik as presented.

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

MOTION DECLARED CARRIED

5. VISITORS' BUSINESS

None present and no written comments were received.

6. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting September 9, 2024 (APPROVE)
- c. Warrants \$ 865,397.28
- d. MOTION - A MOTION FOR A BUDGET AMENDMENT TO THE WATER FUND FOR THE WATER TOWER MAINTENANCE AGREEMENT (PASS)
- e. MOTION - A MOTION TO GRANT A ONE-DAY CLASS C SPECIAL EVENT LIQUOR LICENSE TO THE VILLAGE OF WILLOWBROOK FOR THE MUG RUN EVENT TO BE HELD AT BORSE MEMORIAL COMMUNITY PARK ON SATURDAY, OCTOBER 12, 2024. (PASS)

f. LANDSCAPE BEAUTIFICATION

- i. MOTION - A MOTION TO APPROVE A BUDGET AMENDMENT FOR VILLAGE LANDSCAPE BEAUTIFICATION (PASS)
- ii. ORDINANCE NO. 24-O-27 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH LANDWORKS, LTD. FOR THE LANDSCAPE BEAUTIFICATION PROJECT IN THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$246,000.00 (PASS)

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

MOTION: Made by Trustee Davi and seconded by Trustee Mistele 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. RESOLUTION NO. 24-R-55 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL AND APPROVING THE PURCHASE OF AN OUTDOOR BATTING CAGE SYSTEM FOR THE BORSE MEMORIAL COMMUNITY PARK IMPROVEMENT PROJECT AT A COST NOT TO EXCEED \$23,252.00 (ADOPT)

Director Kleefisch explained the purchase is for the batting cage warmup area to be built at Borse Memorial Park. This batting cage is different than the systems installed at Farmingdale and Creekside Parks. This a TF Pro system that comes with 6-inch heavy duty support poles on all of its riggers with heavy duty net.

Trustee Davi asked if this will stay outside all year long. Director Kleefisch confirmed that it will remain outside; the nets can last from 7-10 years depending on how they wear.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adopt Resolution 24-R-55 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 24-R-56 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE FOR THE BORSE AND MIDWAY PARKS PERMEABLE PAVER INSTALLATION PROJECT WITH HOPPY'S LANDSCAPING, INC. (ADOPT)

Director Kleefisch explained that during soil testing and roll testing of the south parking lot at Borse Park, unexpected and poor soil conditions were discovered. After a dynamic cone penetration (DCP) test was conducted it showed soil penetration in 2-4 blows per 6" instead of the desired 6-9 blows. Christopher B. Burke Engineering (CBBEL) confirmed and recommended a 9" undercut of the existing subgrade for the entire parking lot area to help strengthen and stabilize the parking lot as well as increase water storage capacity.

Additionally, while performing the undercut work, it was discovered that a 12" high-density polyethylene pipe (HDPE) had collapsed and needed to be replaced. Hoppy's Landscaping recommended completing the work on a Time and Materials (T&M) cost basis to continue the work progress without delay. Director Valent and Foreman Passero were able to source replacement supplies and materials to bring the expense of the piping replacement down to \$7,510.

Mayor Trilla commented that with the nice weather, hopefully Hoppy is ahead of schedule. Director Kleefisch stated that progress has been very good, and Hoppy is keeping up with the timeline and schedule.

Trustee Mistele wanted to know what would be placed in the 9" undercut. Director Kleefisch advised that it would be filled with a CA-1 gradation aggregate. He asked if there was a drainage membrane. Per Director Kleefisch, there is not. Trustee Mistele asked if the pavers were for aesthetics and to match the other lots. Director Kleefisch responded that the permeable pavers were to match but also for water storage. He added that the Village has received to grants of \$99,000 and \$574,000 for this installation for watershed improvements. Trustee Mistele then wanted to know if we had exhausted the grant money or if was being used for this change order. Administrator Halloran noted that the annual grants were used in the previous year.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution 24-R-56 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION NO. 24-R-57 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE DAVENPORT GROUP USA, LTD. AND THE VILLAGE OF WILLOWBROOK FOR AN ONLINE PERMIT SOFTWARE PACKAGE FOR FIVE (5) YEARS AT A COST NOT TO EXCEED \$158,897.00 (ADOPT)

Director Krol reported that one of the goals for the current fiscal year is to acquire online permitting software making it easier not only for staff, but applicants as well, to apply and monitor the progress of the permitting process.

An RFP for online permitting/plan review/inspection software was released on May 17, 2024, receiving six (6) bids on June 14, 2024. Staff reviewed all six submitted proposals and scheduled several software demonstrations. The lowest bidder was \$24,590.00 and the highest bidder was \$301,648.00 for three (3) years of service and implementation. Of the bids received, it was determined by the Community Development department staff after numerous interviews and demonstrations, that Lama Software by The Davenport Group USA, Ltd. was the best fit for the department.

Since the Lama software integrates with Laserfiche, the Village's cloud storage provider, there will be savings of \$8,500-\$10,000 annually for reduced scanning service required and will save \$1,200 annually by eliminating the BS&A permit module.

The agreement with The Davenport Group is for 5 years of service, which includes all modules including permitting, code compliance, planning, licensing, citizens access portal, mobile app access, and E-plan review. The package includes all implementation services to get the software live and integrations with existing GIS maps, BS&A financial systems, Laserfiche, BlueBeam, and SeeClickFix. Custom integrations will include customer software interface with ACI, the Village credit card company, and Dacra, the Village adjudication software. All existing permit data in our current system BS&A will be migrated over to Lama.

Although the software will mainly be utilized for Community Development permitting, inspections, and code enforcement, the software can be utilized by multiple departments, for example tracking park inspections and results.

Administrator Halloran added that Director Krol and his team are doing a great job as seen in the collection of permit fees noted in the monthly information report. Director Krol and his staff field a high volume of questions related to the open permits. With this system, applicants will be able to check permits and the status online, increasing departmental efficiency and transparency.

Trustee Neal asked when this will be available. Director Krol stated that staff has a meeting with the Davenport Group on October 4th, pending Board approval, and there is an approximate six-month implementation time. The target is to be live by April 2025.

Trustee Neal asked if the residents/contractors will get walked through the process. Director Krol stated that there will be walk through instructions on the website and staff will be available for additional help with the process if needed.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Berglund to adopt Resolution 24-R-56 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

11. ATTORNEY'S REPORT

Attorney Durkin had no report.

12. CLERK'S REPORT

Clerk Boerwinkle had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halloran updated the Board on a few items:

The dispensary (The Mint) will have a soft opening this week with a grand opening in thirty days.

Panda Express received their NFR (No Further Remediation) letter and staff has received their plans. On November 6 the Plan Commission will schedule a public hearing.

On October 3rd there will be a grand opening for Farmingdale Park at 5:30 p.m. Many thanks to Director Kleefisch, Director Valent and Foreman Passero for their efforts.

Last Wednesday, Willowbrook was awarded the innovation award at the DMMC (DuPage Mayors and Managers Conference) dinner, beating out Schaumburg, Roselle, Bartlett and Hanover Park, with the Hotel Crime Reduction program, which the Board and Trustee Neal worked on diligently for many years. Thaks to Director Krol, Chief Kaspar,

Deputy Chief Kadolph, Deputy Chief Wodka, Assistant Administrator Arteaga and Administrative Assistant Jody Wegrzynski for their help in preparing the presentation.

14. MAYOR'S REPORT

Mayor Trilla expressed his thanks and his pride in the department heads for all of their hard work and efforts. He is proud of all they bring before the Board to continue to position the Village for the future.

Additionally, he commented on specific departments:

Noting that Finance often gets overlooked, he thanked them for their efforts in garnering the awards they do; the highest awards in government finance and the highest honors in Village history.

He noted Community Development is adding another system to help smooth the permitting process. Director Krol is adding another layer of efficiency on top of an incredibly improved process.

He wanted to ensure that the staff is aware that the Board notices and appreciates your efforts. He thanked Administrator Halloran for his leadership, a great team effort.

The Mayor noted that in the past week he has walked around the Village and knocked on a lot of doors. Overwhelmingly, residents love the town and are excited about all the improvements. He is happy and proud of the entire team.

15. EXECUTIVE SESSION

Mayor Trillas stated there is no need for an Executive Session during tonight's meeting.

16. ADJOURNMENT

MOTION: Made by Trustee Berglund and seconded by Trustee Davi to adjourn the Regular Meeting at the hour of 6:59 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.

October 14 2024

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

October 14, 2024

GENERAL CORPORATE FUND	-----	\$ 499,973.42
WATER FUND	-----	\$ 300,711.15
MOTOR FUEL TAX FUND	-----	\$ 6,840.00
CAPITAL PROJECT FUND	-----	\$ 1,107,334.43
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$ 5,911.95
17 SERIES 2022 BOND	-----	\$ 5,066.41
TOTAL WARRANTS	-----	\$ 1,925,837.36

Lora Flori, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
09/25/2024	APCH	399 (E)*#	FIRST NATIONAL BANK OMAHA	PUBLIC RELATIONS	420-365	05		149.99
				FUEL/MILEAGE/WASH	455-303	10		26.60
				FEES/DUES/SUBSCRIPTIONS	455-307	10		675.50
				COMMISSARY PROVISION	455-355	10		122.65
				EDP LICENSES	460-263	10		980.04
				TRAINING	555-304	20		616.64
				COMMUNITY EVENTS	585-522	20		1,759.75
				ACTIVE ADULT PROGRAM	590-517	20		1,048.00
				ACTIVE ADULT PROGRAM	590-517	20		6,853.34
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30		1,786.60
				FEES/DUES/SUBSCRIPTIONS	630-307	30		120.00
				EMPLOYEE RECOGNITION	630-309	30		70.51
				OPERATING EQUIPMENT	630-401	30		293.37
				CHECK APCHK 399(E) TOTAL FOR FUND 01:				14,502.99
10/08/2024	APCH	102561	ENTERTAINMENT MEDIA LLC	COMMUNITY EVENTS	585-522	20		300.00
10/11/2024	APCH	102562	BLACK HORIZON BREWING COMPANY	COMMUNITY EVENTS	585-522	20		366.00
10/14/2024	APCH	102563#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10		1,100.12
				INTERNET/WEBSITE HOSTING	460-225	10		237.02
				INTERNET/WEBSITE HOSTING	640-225	30		3,734.65
				INTERNET/WEBSITE HOSTING	715-225	35		237.02
				INTERNET/WEBSITE HOSTING	715-225	35		237.02
				INTERNET/WEBSITE HOSTING	715-225	35		237.02
				INTERNET/WEBSITE HOSTING	715-225	35		237.02
				CHECK APCHK 102563 TOTAL FOR FUND 01:				6,019.87
10/14/2024	APCH	102564	ACTIVE NETWORK, LLC	EDP EQUIPMENT/SOFTWARE	555-212	20		3,750.00
				EDP EQUIPMENT/SOFTWARE	555-212	20		312.50
				EDP EQUIPMENT/SOFTWARE	555-212	20		312.50
				CHECK APCHK 102564 TOTAL FOR FUND 01:				4,375.00
10/14/2024	APCH	102565	ADMINISTRATIVE CONSULTING SPECIA	FEES/DUES/SUBSCRIPTIONS	455-307	10		2,083.33
10/14/2024	APCH	102566	ADVANCE SWEEPING SERVICES, INC.	STREET SWEEPING SERVICES	740-290	35		2,391.40
10/14/2024	APCH	102567	ALEX ARTEAGA	FUEL/MILEAGE/WASH	455-303	10		23.79
10/14/2024	APCH	102569	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - ADJUDICATOR	630-246	30		22,750.00
10/14/2024	APCH	102570	ARCO MECHANICAL EQUIPMENT SALES	MAINTENANCE - BUILDING	630-228	30		590.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
10/14/2024	APCH	102572*	#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	126.63
					PHONE - TELEPHONES	630-201	30	3,236.49
					TELEPHONES	810-201	40	156.90
					CHECK APCHK 102572 TOTAL FOR FUND 01:			3,520.02
10/14/2024	APCH	102573		AXON ENTERPRISE, INC	AMMUNITION	630-346	30	1,449.00
					BODY CAMERAS	630-402	30	2,507.82
					CHECK APCHK 102573 TOTAL FOR FUND 01:			3,956.82
10/14/2024	APCH	102574		B & E AUTO REPAIR & TOWING	MAINTENANCE - BUILDING	630-228	30	234.33
					MAINTENANCE - BUILDING	630-228	30	442.85
					CHECK APCHK 102574 TOTAL FOR FUND 01:			677.18
10/14/2024	APCH	102577		BENJAMIN KADOLPH	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	190.55
10/14/2024	APCH	102578		BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	775.00
10/14/2024	APCH	102579		BETH FISCHER	SPECIAL RECREATION ASSOC PROGRAM DUES	590-518	20	321.00
10/14/2024	APCH	102581		BRIGHTER ELECTRIC	MAINTENANCE - EQUIPMENT	570-411	20	3,400.00
					MAINTENANCE - EQUIPMENT	570-411	20	9,100.00
					CHECK APCHK 102581 TOTAL FOR FUND 01:			12,500.00
10/14/2024	APCH	102582		BRYAN'S GARAGE DOOR SOLUTIONS	MAINTENANCE	725-410	35	1,498.00
10/14/2024	APCH	102583		BUTTREY RENTAL SERVICE, INC.	EQUIPMENT RENTAL	750-290	35	324.50
10/14/2024	APCH	102584		CALEA	ACCREDITATION	630-202	30	4,645.00
10/14/2024	APCH	102585		CARROLL CONSTRUCTION SUPPLY	STREET IMPROVEMENTS	765-685	35	236.00
10/14/2024	APCH	102587		CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	455-303	10	24.92
10/14/2024	APCH	102588*	#	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35	2,440.00
					ENGINEERING SERVICES	820-262	40	434.00
					ENGINEERING SERVICES	820-262	40	281.00
					ENGINEERING SERVICES	820-262	40	281.00
					ENGINEERING SERVICES	820-262	40	179.00
					ENGINEERING SERVICES	820-262	40	1,074.00
					ENGINEERING SERVICES	820-262	40	511.00
					CHECK APCHK 102588 TOTAL FOR FUND 01:			5,200.00
10/14/2024	APCH	102589		CIVIC PLUS	INTERNET/WEBSITE HOSTING	460-225	10	2,800.27

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
10/14/2024		APCH	102590#	COMCAST CABLE	INTERNET/WEBSITE HOSTING	640-225	30	238.54
					INTERNET/WEBSITE HOSTING	715-225	35	344.85
					INTERNET/WEBSITE HOSTING	715-225	35	344.85
					CHECK APCHK 102590 TOTAL FOR FUND 01:			928.24
10/14/2024		APCH	102591	COMED	ENERGY - STREET LIGHTS	745-207	35	141.98
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	64.47
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	562.35
					CHECK APCHK 102591 TOTAL FOR FUND 01:			768.80
10/14/2024		APCH	102592	DACRA ADJUDICATION LLC	EDP LICENSES	460-263	10	2,500.00
10/14/2024		APCH	102593	DARIEN CITY OF	MAINTENANCE - TRAFFIC SIGNALS	745-224	35	228.00
10/14/2024		APCH	102595	DU-COMM	RADIO DISPATCHING	675-235	30	90,022.50
					RADIO DISPATCHING	675-235	30	3,773.50
					CHECK APCHK 102595 TOTAL FOR FUND 01:			93,796.00
10/14/2024		APCH	102596#	DUPAGE COUNTY PUBLIC WORKS	SANITARY (835 MIDWAY)	466-251	10	33.83
					SANITARY (825 MIDWAY)	570-250	20	15.07
					SANITARY (825 MIDWAY)	570-250	20	10.52
					SANITARY (825 MIDWAY)	570-250	20	58.85
					SANITARY (7760 QUINCY)	630-250	30	150.14
					CHECK APCHK 102596 TOTAL FOR FUND 01:			268.41
10/14/2024		APCH	102597	DUPAGE COUNTY RECORDER	FEES - COURT REPORTER	520-246	15	174.00
10/14/2024		APCH	102598#	DUPAGE MAYORS AND MGRS. CONF.	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	260.00
					SCHOOLS/CONFERENCES/TRAVEL	455-304	10	130.00
					SCHOOLS/CONFERENCES/TRAVEL	630-304	30	65.00
					SCHOOLS/CONFERENCES/TRAVEL	810-304	40	65.00
					CHECK APCHK 102598 TOTAL FOR FUND 01:			520.00
10/14/2024		APCH	102599	EICH'S SPORTS	COMMUNITY EVENTS	585-522	20	198.00
10/14/2024		APCH	102600	ERYN WITT	FINANCIAL SERVICES	620-252	25	468.55
10/14/2024		APCH	102602*#	FALCO'S LANDSCAPING INC	MAINTENANCE - EQUIPMENT	570-411	20	15,000.00
					MAINTENANCE	725-410	35	8,600.00
					MAINTENANCE	725-410	35	4,320.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					MAINTENANCE	725-410	35	2,500.00
					CHECK APCHK 102602 TOTAL FOR FUND 01:			30,420.00
10/14/2024	APCH	102603	FEDERAL EXPRESS CORP.		POSTAGE & METER RENT	455-311	25	26.77
10/14/2024	APCH	102604	FIRE CONTROL, INC		MAINTENANCE - BUILDING	630-228	30	350.00
10/14/2024	APCH	102605	FOSTER & FOSTER, INC.		AUDIT SERVICES	620-251	25	1,275.00
10/14/2024	APCH	102606	FSS TECHNOLOGIES LLC		MAINTENANCE - BUILDING	466-228	10	2,560.87
10/14/2024	APCH	102607	GBJ SALES, LLC		OPERATING SUPPLIES & EQUIPMENT	710-401	35	579.85
10/14/2024	APCH	102608*#	GOVERNMENT INSURANCE NETWORK		EMP DED PAY- INSURANCE	210-204	00	14,531.14
					LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	71.98
					LIFE INSURANCE - COMMISSIONERS	435-148	07	23.60
					HEALTH/DENTAL/LIFE INSURANCE	455-141	10	6,702.43
					LIFE INSURANCE - PLAN COMMISSION	510-340	15	78.47
					HEALTH/DENTAL/LIFE INSURANCE	550-141	20	2,584.76
					HEALTH/DENTAL/LIFE INSURANCE	630-141	30	48,141.65
					HEALTH/DENTAL/LIFE INSURANCE	710-141	35	5,190.53
					HEALTH/DENTAL/LIFE INSURANCE	810-141	40	6,167.98
					CHECK APCHK 102608 TOTAL FOR FUND 01:			83,492.54
10/14/2024	APCH	102609	GRAINGER		OPERATING SUPPLIES & EQUIPMENT	710-401	35	1,652.86
10/14/2024	APCH	102611	HIGH STAR TRAFFIC		ROAD SIGNS	755-333	35	491.70
					ROAD SIGNS	755-333	35	495.00
					CHECK APCHK 102611 TOTAL FOR FUND 01:			986.70
10/14/2024	APCH	102612	HINSDALE NURSERIES, INC.		STREET IMPROVEMENTS	765-685	35	8,080.00
					STREET IMPROVEMENTS	765-685	35	(352.00)
					CHECK APCHK 102612 TOTAL FOR FUND 01:			7,728.00
10/14/2024	APCH	102613*#	HOME DEPOT CREDIT SERVICES		MAINTENANCE - BUILDING	466-228	10	180.22
					MAINTENANCE - BUILDING	466-228	10	122.82
					CHECK APCHK 102613 TOTAL FOR FUND 01:			303.04
10/14/2024	APCH	102614	HOUSEAL LAVIGNE ASSOCIATES LLC		SPECIAL PROJECTS	810-305	40	5,360.00
10/14/2024	APCH	102615	IL ASSN. CHIEFS OF POLICE		FEES/DUES/SUBSCRIPTIONS	630-307	30	115.00
					FEES/DUES/SUBSCRIPTIONS	630-307	30	115.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					FEES/DUES/SUBSCRIPTIONS	630-307	30	265.00
					CHECK APCHK 102615 TOTAL FOR FUND 01:			495.00
10/14/2024	APCH	102616	ILLINOIS DEPT. OF TRANSPORTATION	MAINTENANCE - TRAFFIC SIGNALS		745-224	35	1,929.63
10/14/2024	APCH	102617	ILLINOIS RAILWAY MUSEUM	ACTIVE ADULT PROGRAM		590-517	20	480.00
10/14/2024	APCH	102618*#	K FIVE CONSTRUCTION	STREET IMPROVEMENTS		765-685	35	197.12
10/14/2024	APCH	102619	KARA CO. INC.	MAINTENANCE - BUILDING		466-228	10	90.98
10/14/2024	APCH	102620	KEVRON PRINTING & DESIGN INC	OFFICE SUPPLIES		610-301	25	211.37
10/14/2024	APCH	102621	KING CAR WASH	FUEL/MILEAGE/WASH		630-303	30	300.00
10/14/2024	APCH	102622	KIRKLAND SAWMILL	OPERATING SUPPLIES & EQUIPMENT		710-401	35	610.97
10/14/2024	APCH	102624#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE		455-315	10	150.00
				COPY SERVICE		630-315	30	150.00
				COPY SERVICE		630-315	30	150.00
				COPY SERVICE		810-315	40	150.00
				CHECK APCHK 102624 TOTAL FOR FUND 01:				600.00
10/14/2024	APCH	102626	LAUREN KASPAR	SCHOOLS/CONFERENCES/TRAVEL		630-304	30	50.71
10/14/2024	APCH	102627*#	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES		620-252	25	13,650.00
10/14/2024	APCH	102628*#	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY		470-239	10	16,843.38
				FEES - VILLAGE ATTORNEY		470-239	10	913.00
				CHECK APCHK 102628 TOTAL FOR FUND 01:				17,756.38
10/14/2024	APCH	102629	LEONARD B CANNATA	RED LIGHT - ADJUDICATOR		630-246	30	1,144.00
10/14/2024	APCH	102634#	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING		466-228	10	11,834.00
				MAINTENANCE - BUILDING		466-228	10	1,222.50
				MAINTENANCE - EQUIPMENT		570-411	20	640.00
				MAINTENANCE - BUILDING		630-228	30	1,222.50
				CHECK APCHK 102634 TOTAL FOR FUND 01:				14,919.00
10/14/2024	APCH	102635	NANCY MONTELBANO	ACTIVE ADULT PROGRAM		590-517	20	306.00
10/14/2024	APCH	102637#	NICOR GAS	NICOR GAS (835 MIDWAY)		466-236	10	47.42
				NICOR GAS (825 MIDWAY)		570-235	20	47.11

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					NICOR GAS (7760 QUINCY)	630-235	30	179.34
					NICOR GAS	725-415	35	54.63
					CHECK APCHK 102637 TOTAL FOR FUND 01:			328.50
10/14/2024	APCH	102638*	#	NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	13,140.00
10/14/2024	APCH	102639		NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	600.00
10/14/2024	APCH	102640		OCCUPATIONAL HEALTH CENTERS	PERSONNEL RECRUITMENT	630-131	30	85.00
10/14/2024	APCH	102641		ODELSON, MURPHEY, FRAZIER	FEES - VILLAGE ATTORNEY	470-239	10	555.00
10/14/2024	APCH	102642*	#	ORBIS SOLUTIONS	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	280.00
					CONSULTING SERVICES - IT	460-306	10	1,384.55
					INFORMATIONAL TECH SERVICES	555-308	20	1,384.55
					INFORMATIONAL TECH SERVICES	640-308	30	1,384.55
					INFORMATIONAL TECH SERVICES	715-308	35	1,384.55
					INFORMATIONAL TECH SERVICES	815-308	40	1,384.55
					CHECK APCHK 102642 TOTAL FOR FUND 01:			7,202.75
10/14/2024	APCH	102643		ORKIN EXTERMINATING	MAINTENANCE - BUILDING	630-228	30	120.99
10/14/2024	APCH	102645		PEGGY REYER	SPECIAL RECREATION ASSOC PROGRAM DUES	590-518	20	146.00
10/14/2024	APCH	102646		POLICE LAW INSTITUTE	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	450.00
10/14/2024	APCH	102647*	#	RAGS ELECTRIC, INC	CONTINGENCIES	490-799	10	25,000.00
					MAINTENANCE	725-410	35	579.50
					CHECK APCHK 102647 TOTAL FOR FUND 01:			25,579.50
10/14/2024	APCH	102648		RATHS, RATHS & JOHNSON, INC.	ENGINEERING SERVICES	820-262	40	1,057.50
10/14/2024	APCH	102649		RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	178.29
					OPERATING EQUIPMENT	630-401	30	116.98
					OPERATING EQUIPMENT	630-401	30	1,142.48
					OPERATING EQUIPMENT	630-401	30	85.29
					CHECK APCHK 102649 TOTAL FOR FUND 01:			1,523.04
10/14/2024	APCH	102650		RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	124.53
					PRINTING & PUBLISHING	630-302	30	124.50
					CHECK APCHK 102650 TOTAL FOR FUND 01:			249.03
10/14/2024	APCH	102651		SAFE BUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	5,659.63

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
10/14/2024	APCH	102652	SOLITUDE LAKE MANAGEMENT, LLC	MAINTENANCE - EQUIPMENT	570-411	20		1,350.92
10/14/2024	APCH	102653	SPORTSFIELD, INC.	BALLFIELD MAINTENANCE	570-280	20		13,475.00
10/14/2024	APCH	102654	STERICYCLE, INC.	DOCUMENT STORAGE/SCANNING	640-267	30		1,223.03
10/14/2024	APCH	102655	SUSAN ANDREWS	ACTIVE ADULT PROGRAM	590-517	20		10.00
10/14/2024	APCH	102657*#	TAMELING INDUSTRIES	MAINTENANCE - BUILDING STREET IMPROVEMENTS STREET IMPROVEMENTS	466-228 765-685 765-685	10 35 35		78.30 309.60 116.10
				CHECK APCHK 102657 TOTAL FOR FUND 01:				504.00
10/14/2024	APCH	102658	THE FIRESIDE THEATRE	ACTIVE ADULT PROGRAM	590-517	20		200.00
10/14/2024	APCH	102659	TK ELEVATOR CORPORATION	MAINTENANCE - BUILDING	466-228	10		4,305.08
10/14/2024	APCH	102660	TRAFFIC LOGIX CORP	ROAD SIGNS	755-333	35		3,600.00
10/14/2024	APCH	102661	TRANSUNION RISK AND ALTERNATIVE	FEES/DUES/SUBSCRIPTIONS	630-307	30		75.00
10/14/2024	APCH	102663	ULINE	OPERATING EQUIPMENT	630-401	30		110.20
10/14/2024	APCH	102664*#	UNDERGROUND PIPE SOLUTIONS	STORM WATER IMPROVEMENTS MAINTENANCE STORM WATER IMPROVEMENTS MAINTENANCE STORM WATER IMPROVEMENTS MAINTENANCE STORM WATER IMPROVEMENTS MAINTENANCE STORM WATER IMPROVEMENTS MAINTENANCE	750-381 750-381 750-381 750-381 750-381	35 35 35 35 35		6,825.00 7,875.00 7,350.00 8,400.00 6,825.00
				CHECK APCHK 102664 TOTAL FOR FUND 01:				37,275.00
10/14/2024	APCH	102668	VELAN SOLUTIONS, INC.	FEES/DUES/SUBSCRIPTIONS	630-307	30		810.00
10/14/2024	APCH	102669	WAREHOUSE DIRECT, INC.	UNIFORMS OFFICE SUPPLIES	401-315 455-301	10 10		81.26 158.56
				CHECK APCHK 102669 TOTAL FOR FUND 01:				239.82
10/14/2024	APCH	102670	WEST CENTRAL MUNICIPAL CONF.	FEES/DUES/SUBSCRIPTIONS	410-307	05		2,500.00
10/14/2024	APCH	102672	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10		50.00
10/14/2024	APCH	102673#	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL TRAINING	410-304 555-304	05 20		90.00 60.00
				CHECK APCHK 102673 TOTAL FOR FUND 01:				150.00
				Total for fund 01 GENERAL FUND				499,973.42

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
09/25/2024		APCH	399 (E)*#	FIRST NATIONAL BANK OMAHA	PHONE - TELEPHONES	401-201	50	53.98
					FEES DUES SUBSCRIPTIONS	401-307	50	133.00
					CHECK APCHK 399(E) TOTAL FOR FUND 02:			186.98
10/14/2024		APCH	102568	AMERICAN INFRASTRUCTURE	FEES - ENGINEERING	405-245	50	2,100.00
10/14/2024		APCH	102571	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	1,134.00
10/14/2024		APCH	102572*#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	401-201	50	246.36
10/14/2024		APCH	102580	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	500.00
10/14/2024		APCH	102594	DROPCOUNTR INC	EDP LICENSES	417-263	50	12,500.00
10/14/2024		APCH	102601	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	200.00
10/14/2024		APCH	102602*#	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	7,150.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	6,600.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,400.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,000.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,000.00
					SPOILS HAULING SERVICES	430-280	50	6,050.00
					SPOILS HAULING SERVICES	430-280	50	5,500.00
					CHECK APCHK 102602 TOTAL FOR FUND 02:			35,700.00
10/14/2024		APCH	102608*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,256.71
					HEALTH/DENTAL/LIFE INSURANCE	401-141	50	6,343.99
					CHECK APCHK 102608 TOTAL FOR FUND 02:			7,600.70
10/14/2024		APCH	102610	HIGH SPEED WELDING, INC	VEHICLE MAINTENANCE	401-350	50	1,583.00
10/14/2024		APCH	102613*#	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	268.97
					MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	71.88
					MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	833.36
					LEAK SURVEYS	430-276	50	261.33
					MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	224.91
					CHECK APCHK 102613 TOTAL FOR FUND 02:			1,660.45
10/14/2024		APCH	102618*#	K FIVE CONSTRUCTION	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	90.88
10/14/2024		APCH	102623	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,976.78

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,973.70
					CHECK APCHK 102623 TOTAL FOR FUND 02:			8,950.48
10/14/2024	APCH	102627*#	LAUTERBACH & AMEN LLP		FINANCIALS SERVICES	401-309	50	9,100.00
10/14/2024	APCH	102632	METROPOLITAN INDUSTRIES INC		PHONE - TELEPHONES	401-201	50	138.00
					FEES - ENGINEERING	405-245	50	900.00
					CHECK APCHK 102632 TOTAL FOR FUND 02:			1,038.00
10/14/2024	APCH	102656	TAMELING GRADING		WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,149.00
					STREET IMPROVEMENTS SERVICES	430-281	50	8,399.67
					CHECK APCHK 102656 TOTAL FOR FUND 02:			10,548.67
10/14/2024	APCH	102657*#	TAMELING INDUSTRIES		WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,742.52
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	19.35
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	774.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,505.70
					CHECK APCHK 102657 TOTAL FOR FUND 02:			5,041.57
10/14/2024	APCH	102662	TWIG TECHNOLOGIES & RUETTIGER,		GIS	460-213	50	14,760.00
10/14/2024	APCH	102664*#	UNDERGROUND PIPE SOLUTIONS		WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,600.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,500.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,400.00
					CHECK APCHK 102664 TOTAL FOR FUND 02:			8,500.00
10/14/2024	APCH	102667	VARIVERGE LLC		PRINTING & PUBLISHING	401-302	50	940.26
					POSTAGE & METER RENT	401-311	50	902.54
					CHECK APCHK 102667 TOTAL FOR FUND 02:			1,842.80
10/14/2024	APCH	401(E)	DUPAGE WATER COMMISSION		PURCHASE OF WATER	420-575	50	177,427.26
					Total for fund 02 WATER FUND			300,711.15

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 04 MOTOR FUEL TAX FUND								
10/14/2024		APCH	102588*#	CHRISTOPHER B. BURKE	STREET MAINTENANCE CONTRACT	430-684	56	6,840.00
					Total for fund 04 MOTOR FUEL TAX FUND			6,840.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
10/14/2024	APCH	102575	BACKYARD RINKS BY IRON SLEEK, IN	MIDWAY PARK UPGRADE		600-342	55	3,979.96
10/14/2024	APCH	102576	BEACON ATHLETICS	CREEKSIDE PARK IMPROVEMENTS		600-345	55	2,772.50
				FARMINGDALE TERRACE PROJECT		600-346	55	2,592.50
				CHECK APCHK 102576 TOTAL FOR FUND 10:				5,365.00
10/14/2024	APCH	102588*#	CHRISTOPHER B. BURKE	CREEKSIDE PARK IMPROVEMENTS		600-345	55	8,214.00
				BORSE PARK PHASE II		600-347	55	8,799.91
				CHECK APCHK 102588 TOTAL FOR FUND 10:				17,013.91
10/14/2024	APCH	102625	LANDWORKS LTD	CREEKSIDE PARK IMPROVEMENTS		600-345	55	172,574.32
				CREEKSIDE PARK IMPROVEMENTS		600-345	55	112,240.44
				FARMINGDALE TERRACE PROJECT		600-346	55	172,574.32
				FARMINGDALE TERRACE PROJECT		600-346	55	112,240.44
				BORSE PARK PHASE II		600-347	55	61,533.00
				BORSE PARK PHASE II		600-347	55	183,954.78
				CHECK APCHK 102625 TOTAL FOR FUND 10:				815,117.30
10/14/2024	APCH	102630	LIVING WATERS CONSULTANTS	BORSE PARK PHASE II		600-347	55	3,827.75
10/14/2024	APCH	102633	MOBILE PRO SYSTEMS	MIDWAY PARK UPGRADE		600-342	55	540.04
				MIDWAY PARK UPGRADE		600-342	55	1,797.00
				MOBILE PRO SURVEILLANCE CAMERAS		600-351	55	75,520.00
				CHECK APCHK 102633 TOTAL FOR FUND 10:				77,857.04
10/14/2024	APCH	102636	NATIONAL WASH AUTHORITY, LLC	WATER TOWER REPAIRS/MAINT		600-604	55	29,240.00
10/14/2024	APCH	102638*#	NJ RYAN TREE & LANDSCAPE LLC	CREEKSIDE PARK IMPROVEMENTS		600-345	55	24,090.00
				BORSE PARK PHASE II		600-347	55	40,045.00
				CHECK APCHK 102638 TOTAL FOR FUND 10:				64,135.00
10/14/2024	APCH	102644	PARKREATION INC	CREEKSIDE PARK IMPROVEMENTS		600-345	55	29,930.00
				FARMINGDALE TERRACE PROJECT		600-346	55	30,935.00
				CHECK APCHK 102644 TOTAL FOR FUND 10:				60,865.00
10/14/2024	APCH	102665	UPLAND DESIGN, LTD.	BORSE PARK PHASE II		600-347	55	29,085.62
10/14/2024	APCH	102666	VAN'S ENTERPRISES LTD	FARMINGDALE TERRACE PROJECT		600-346	55	210.00

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
10/14/2024		APCH	102671	WEST SIDE TRACTOR SALES	PUBLIC WORKS EQUIPMENT	600-322	55	195.72
					PUBLIC WORKS EQUIPMENT	600-322	55	442.13
					CHECK APCHK 102671 TOTAL FOR FUND 10:			637.85
					Total for fund 10 CAPITAL PROJECT FUND			1,107,334.43

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
10/14/2024		APCH	102586	CHICAGO SUN-TIMES, INC	LEGAL FEES	401-242	15	5,481.00
10/14/2024		APCH	102608*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	418.90
10/14/2024		APCH	102628*#	LAW OFFICES STORINO RAMELLO&DURK	LEGAL FEES	401-242	15	12.05
Total for fund 15 RT 83/PLAINFIELD RD BUSINESS								5,911.95

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 17 SERIES 2022 BOND								
10/14/2024		APCH	102631	MALLON AND ASSOCIATES, INC.	OTHER PROFESSIONAL SERVICE (WEDP)	540-425	80	5,066.41
					Total for fund 17 SERIES 2022 BOND			5,066.41
				TOTAL - ALL FUNDS				1,925,837.36

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Village of **WILLOWBROOK**

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**Community
Development**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.d.

DATE: October 14, 2024

SUBJECT:

A MOTION FOR A BUDGET AMENDMENT TO THE COMMUNITY DEVELOPMENT SPECIAL PROJECTS BUDGET FOR THE IMPLEMENTATION AND FIRST YEAR OF SERVICE FOR ONLINE PERMIT SOFTWARE LAMA BY THE DAVENPORT GROUP USA, LTD.

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Michael Krol, Director of Community Development
THROUGH: Sean Halloran, Village Administrator

PREVIOUS ACTION TAKEN

At the September 23, 2024, Board of Trustees meeting, the Village Board approved an agreement with The Davenport Group USA, Ltd. for the implementation and 5 years of total service for Lama online permitting software.

PURPOSE AND ACTION REQUESTED

As staff presented the Community Development department goals for FY 24/25 to implement online permitting software, there was no budget amount proposed since the cost range and software vendor were unknown. Staff is seeking a budget amendment of \$82,460.00 to cover the first year of service and implementation cost of the Lama online permitting software. For future spending, the SAAS annual subscription and support fees will be added to the department budget.

The implementation package breakdown, labeled H, includes all software setup customized to our needs, integrations, data migrations, and go live in person support for \$82,460.

H. <u>Grand Totals</u>	
Implementation Package	\$80,000.
Custom Integrations	\$3,360.
Data Migration	\$6,000.
Illinois Local Discount	(\$12,900)
Travel Expenses - Estimated	\$6,000.
Costs: \$82,460.	

FINANCIAL IMPACT

If approved, staff will begin working with the Davenport Group USA, Ltd. on the implementation of the online permit software.

RECOMMENDED ACTION

Staff recommends the approval of the proposed budget amendment for Lama online permitting software implementation and first year of service.



WHEREAS, Arts DuPage has regularly issued official proclamations to all the cities and villages in DuPage County on an annual basis, designating October as Arts DuPage Month; and

WHEREAS, the arts embody much of the accumulated wisdom, intellect, and imagination of humankind; and

WHEREAS, the arts enrich us as individuals and play a unique role in the lives of our families, and our communities; and

WHEREAS, the arts promote a better understanding of the diversified cultures within our communities and unify us regardless of age, race, and ethnicity; and

WHEREAS, the arts sector in DuPage County consists of 2,272 arts-related businesses and accounts for 4.2 percent of the total number of businesses in the region – a larger share of the economy than transportation, tourism, agriculture, and construction; and

WHEREAS, the arts provide full-time employment for over 15,000 workers in DuPage County; and

WHEREAS, the arts improve our economy, enrich our civic life, drive tourism and commerce, and exert a profound positive influence on the education of our children; and

WHEREAS, the arts helped lead us through the darkest times by lifting our spirits, unifying communities, and providing entertainment. They also play a vital role in enlivening our public spaces, driving the economy, and elevating the appeal of our County.

NOW, THEREFORE, BE IT RESOLVED, that I, Frank Trilla, Mayor, do hereby proclaim October 2024 as Arts DuPage Month in the Village of Willowbrook and call upon our community members to celebrate and promote the arts in DuPage County.

PROCLAIMED this 14th of October 2024

Mayor

Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.f.**DATE:** October 14, 2024**SUBJECT:**

A RESOLUTION CREATING SET HOURS FOR HALLOWEEN 2024 TRICK-OR-TREATING IN THE VILLAGE OF WILLOWBROOK

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lauren Kaspar, Chief of Police
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To recommend setting the hours for Halloween Trick or Treating solicitation for Thursday, October 31, 2024 at 3:00-7:00 p.m.

BACKGROUND/SUMMARY

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 annually by the President and Board of Trustees since this date.

Staff is proposing to keep the hours from 3:00-7:00 p.m., which is consistent with 2023 when Halloween fell on a Tuesday. 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.

FINANCIAL IMPACT

None.

RECOMMENDED ACTION:

Adopt the resolution to set Halloween Trick or Treat hours.

RESOLUTION NO. 24-R-_____

**A RESOLUTION CREATING SET HOURS FOR HALLOWEEN 2024 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 2024 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 2024 trick-or-treating to be between the hours of 3:00 p.m. and 7:00 p.m. on Thursday, October 31, 2024; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Trustees of the Village of Willowbrook hereby set the hours of Halloween 2024 trick-or-treating to be between the hours of 3:00 p.m. and 7:00 p.m. on Thursday, October 31, 2024.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 14th day of October, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk



Village of **WILLOWBROOK**

[Return to Agenda](#)

**Parks &
Recreation**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.

DATE: October 14, 2024

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN CHICAGO DRONE LIGHT SHOWS, INC. AND THE VILLAGE OF WILLOWBROOK TO PROVIDE A HOLIDAY THEMED DRONE LIGHT SHOW FOR THE VILLAGE OF WILLOWBROOK LIGHT UP THE NIGHT EVENT FOR A TOTAL COST NOT TO EXCEED \$20,000.00

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Dustin Kleefisch, Director of Parks and Recreation
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To pass a resolution to approve and authorize the execution of an agreement between Chicago Drone Light Shows and the Village of Willowbrook to provide a holiday themed show for Light Up the Night for a price not to exceed \$20,000.

BACKGROUND/SUMMARY

For the past two years at the Light Up the Night event, the Village of Willowbrook has worked with Chicago Drone Light Shows to provide a holiday drone light show. This component is the biggest attraction for the event as 150 drones provide a 10-minute array of holiday scenes and themes for families to enjoy.

The relationship between the Village and Chicago Drone Light Shows has been wonderful and they have provided great entertainment for our residents for the previous two years. This year the cost of the show has increased and that is why the item is being presented to the Board. Chicago Drone Light Shows is the only “local” business that specializes in drone light shows. Sky Elements is another company that Director Kleefisch has contacted, they are headquartered out of Texas and are the largest drone show vendor in the country. However, their price to perform a similar show was significantly higher due to the logistical components of providing staff and equipment, and travel expenses.

Given the unique nature of the service, it is staff’s recommendation to continue to use Chicago Drone Light Shows for the Light Up the Night event.

FINANCIAL IMPACT

The proposed cost for the agreement from Chicago Drone Light Shows is \$20,000 if approved.

RECOMMENDED ACTION:

To pass a resolution to approve and authorize the execution of an agreement between Chicago Drone Light Shows and the Village of Willowbrook to provide a holiday themed show for Light Up the Night for a price not to exceed \$20,000.

RESOLUTION NO. 24-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT BY AND BETWEEN CHICAGO DRONE LIGHT SHOWS,
INC. AND THE VILLAGE OF WILLOWBROOK TO PROVIDE
A HOLIDAY THEMED DRONE LIGHT SHOW FOR THE VILLAGE OF
WILLOWBROOK LIGHT UP THE NIGHT EVENT
FOR A TOTAL COST NOT TO EXCEED \$20,000.00**

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 an agreement with Chicago Drone Light Shows, Inc. for the provision of a holiday themed drone light show for the Village of Willowbrook at its annual Light Up the Night Event; and

WHEREAS, the Village desires to retain Chicago Drone Light Shows, Inc. to provide the aforesaid holiday themed drone light show for 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 Agreement and Appendix A and B by and between the Village of Willowbrook and Chicago Drone Light Shows, Inc. for the provision of a holiday themed drone light show for 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, to that certain Agreement and Appendix A and B, attached hereto as Exhibit "A" and made a part hereof.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 14th day of October, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**Chicago Drone Light Shows, Inc. Agreement
and Appendix A and B**



Quotation

Customer: Village of Willowbrook
835 MIDWAY DRIVE
WILLOWBROOK IL 60527

Date: 7/24/24

Show Date: December 7, 2024

**Location: Borse Memorial
Community Park**

Drone Show Description

We will supply an 8- 10 minute Holiday themed show featuring a minimum of 150 drones.

Cost

Drones	\$20,000.00
Creative Services	Included
Insurance	Included
Production (labor, travel, freight, act)	\$0.00
Total	\$20,000.00

Notes:

Insurance: The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CDLS, as well as materials, and equipment procured, owned, leased, hired or borrowed by the CDLS. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials. CDLS's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees. CDLS shall tender a certificate of insurance to the Village evidencing proof of coverage 7 days before the show date.

Customer initials: _____



AGREEMENT

This Agreement ("Agreement") is for the supply of a Drone Show described on the Quotation page of this document. This Agreement is between the customer identified on the Quotation page ("Customer") and Chicago Drone Light Shows ("CDLS"), an Indiana, USA, corporation. Both parties acknowledge that this Agreement consists of the terms written on all pages of this document.

CDLS RESPONSIBILITIES

CDLS agrees to:

- Design and safely operate a Drone Show on the Show Date at the location specified in Quotation ("Location").
- Create content for the Drone Show, subject to the capabilities of the equipment.
- Pilot and technical team.

CUSTOMER RESPONSIBILITIES

Customer agrees to provide the items specified in Appendix A ("Responsible Items") and understands that the Responsible Items are essential for show operation. Failure to deliver any one may result in show cancellation.

TERMS OF PAYMENT

A 50% deposit is due upon accepting this quotation. The balance becomes due 30 days prior to the Show Date. In the event that the initial show date is less than 30 days in advance, payment in full is required at the time of acceptance. Payment should be sent directly to the following: All funds quoted in USD

CHICAGO DRONE LIGHT SHOWS; 3999 E. HUPP RD., BLDG R31 LA PORTE IN 46350

INSURANCE

CDLS holds a \$5,000,000 aviation liability insurance policy. See notes in Quotation regarding specific insurance provisions.

FEES AND TAXES

Price quoted excludes taxes. Customer is responsible for paying all government fees, taxes, withholding taxes, duties, VAT, etc that arise from the Drone Show, importation and use of the equipment at the show location, or any other aspect of the Drone Show.

SHOW SAFETY, WEATHER, GPS, AND COMMUNICATION

The Pilot in Command (PIC) is the ultimate authority regarding flight safety. CDLS will only operate a show under safe conditions. Shows cannot be operated in precipitation or winds in excess of 23 miles per hour. Occasionally, drone sensors detect abnormalities and for safety reasons the flight controller may instruct affected drones to land or not takeoff. It is possible that all drones may not participate in a show. CDLS supplies spare drones in order to maximize the number of drones available for flight.

A stable electromagnetic environment is critical to successful Drone Show operation. Show operations require a strong and clear GPS signal, a clear radio communication frequency (902-928MHz in North America), and no magnetic field anomalies. Without them, the Drone Show will be cancelled.

Customer initials: _____



CANCELLATION

Any cancellation of CDLS's services is subject to a cancellation charge. All cancellations shall be in writing and shall not be effective until received by CDLS. A charge equal to 25% of the estimated total invoice will be in effect if cancellation is made more than 30 days prior to the Show Date. Cancellations made within 30 days of Show Date are not eligible for a refund of any kind, except for weather and pandemic cancellations. No refunds are made for cancellations due to PIC safety concerns, electromagnetic interference, or failure of Customer to deliver Responsible Items, under any circumstances.

PANDEMIC CANCELLATION

Should government imposed pandemic restrictions result in cancellation of the Drone Show, CDLS will work with Customer to reschedule the Drone Show to a mutually acceptable date. There will be no extra charge except for any additional direct expenses (travel, freight, etc) incurred by CDLS due to the change in Show Date.

WEATHER CANCELLATION

Should adverse weather conditions result in cancellation of the Drone Show, Customer has the option to either 1) receive a 50% refund (excluding freight, travel, professional services incurred) or 2) reschedule the Drone Show to a mutually acceptable date. For rescheduling occurring prior to either equipment or personnel departing for the Drone Show, Customer pays for any additional direct expenses (travel, etc) incurred by CDLS. Otherwise, Customer pays for additional direct expenses and a 20% rescheduling fee at least 30 days prior to the new Show Date. Rescheduled shows must occur within one year of original Show Date.

LIMITATION OF WARRANTY AND LIABILITY

CDLS shall not be liable for any loss or damage of any kind whatsoever due to delay or failure of performance caused directly or indirectly by an act of God, strike, lockouts and labor disputes of any kind or description, fire, failure of transportation, inability to obtain the services of others, the failure of others to deliver services or facilities, the failure of machinery or equipment, any matter beyond CDLS's control, malfeasance or nonfeasance by CDLS's employees, agents or contractors, and all other causes whatsoever. Further, CDLS shall not be responsible for any direct or indirect damage or loss and any consequential losses of any type or description of the Customer. THE PROVISIONS HEREIN ARE ACCEPTED IN LIEU OF ALL OTHER LIABILITY, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE EXPRESS WRITTEN PROVISIONS HEREOF.

CHOICE OF LAW

This agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. In the event of litigation, the place of venue shall be in the State of Indiana.

ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreements between the parties hereto respecting the within subject matter, and there are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement.

Accepted by Customer:

Signature

Company

Name

Date

Address

On behalf of CLDS:

Signature

Chicago Drone Light Shows

Date



Appendix A

Customer Responsibilities

- ☒ A secure, dedicated Take Off and Landing Zone (TOLZ) for the drones. All spectators and non-flight crew personnel must always remain a minimum of 100 feet away from any drone.
- ☒ A secure Flight Operations Area (FOA) which includes the area in which Drone Show occurs along with a surrounding Safety Zone. SZ dimensions are determined by the altitude at which the drones fly; the exact location and dimensions of the FOA and SZ are to be agreed in advance by Verge and Customer. Only flight crew personnel are allowed in the FOA and SZ during flight. Customer is responsible for establishing and maintaining a secure perimeter for the FOA and SZ.
- ☒ A site plan showing location of spectators and FOA options no later than 30 days prior to Show Date.
- ☒ Final approval of show site layout and show time one week prior to the Drone Show.
- ☒ Final approval of show content no later than 48 hours prior to the Drone Show.
- ☒ Full access to show site at least six hours prior to show time.
- ☒ Local accommodation for CDLS staff members
- ☒ Authorization for use of any logos or images used in the Drone Show.
- ☒ Power at the TOLZ for operating radio and control equipment during flights.
- ☒ A secure storage area for the drones when not in use.
- ☒ A secure, temperature-controlled room with power for charging batteries and 24 hour access for Verge personnel.
- ☒ Roads in the safety zone will need to be closed 5 mins before each show until all drones have landed.



Appendix B

Location

Roads in the safety zone will be closed 5 minutes before show until drones land

See next

Willowbrook

Red Line indicates safety barrier location.





Village of **WILLOWBROOK**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8**DATE: October 14, 2024****SUBJECT:**

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BRIGHTER ELECTRIC, INC. FOR THE ELECTRICAL IMPROVEMENTS AT FARMINGDALE TERRACE PARK, CREEKSIDER PARK, AND ROUTE 83/KINGERY HIGHWAY VILLAGE OF WILLOWBROOK MONUMENT SIGN

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Rick Valent, Director of Public Works
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff requests the Village Board approve waiving the competitive bidding process and approve and authorize an agreement with Brighter Electric Inc. (Brighter) for electrical improvements at a total cost not to exceed \$23,370.00.

BACKGROUND/SUMMARY

As part of ongoing improvements within the Village, electrical projects have been identified for Creekside and Farmingdale Terrace Parks, and along Route 83/Kingery Hwy. The projects are as follows:

- Creekside Park – Install electrical receptacle at the monument sign. This will be used for holiday lighting and other electrical needs.
- Farmingdale Terrace Park – Install electrical receptacle at the monument sign and the gazebo along with a vandal resistant LED light. This will be used for holiday lighting and other electrical needs as well as to ensure security during the evening hours.
- Route 83/Kingery Hwy. – Install electric service to illuminate the north gateway Village of Willowbrook monument sign. This will provide motorists with an enhanced view when entering the community.

Staff obtained pricing from Brighter, a local Willowbrook electrical contractor, who has completed several repairs and projects within the Village's facilities, parks, and public lighted areas. Understanding staff's expectations of work being completed, institutional knowledge of the Village's electrical infrastructure, and previous lowest responsive and responsible bidding, it is staff's recommendation that the proposed work be awarded to Brighter without seeking additional proposals. All work will be completed in FY 24/25.

FINANCIAL IMPACT

The cost of \$23,370.00 will be funded in the Contingency line item in the Village Administrator's Office's budget.

RECOMMENDED ACTION:

Staff is seeking the Village Board authorize waiving the competitive bidding process and approving and authorizing an agreement with Brighter Electric Inc. for multiple electrical improvement projects at a total cost not to exceed \$23,370.00.

ORDINANCE NO. 24-O-_____

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BRIGHTER ELECTRIC, INC. FOR THE ELECTRICAL IMPROVEMENTS AT FARMINGDALE TERRACE PARK, CREEKSIDER PARK, AND ROUTE 83/KINGERY HIGHWAY VILLAGE OF WILLOWBROOK MONUMENT SIGN

WHEREAS, the Village of Willowbrook (the “Village”) solicited proposals from Brighter Electric, Inc. for the electrical improvements at the Farmingdale Terrace Park, Creekside Park, and Route 83/Kingery Highway Village of Willowbrook Monument Sign in the Village, at a total cost not to exceed Twenty-Three Thousand Three Hundred Seventy and 00/100ths Dollars (\$23,370.00); and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that competitive bidding be waived for the electrical improvements at Farmingdale Terrace Park, Creekside Park, and Route 83/Kingery Highway Village of Willowbrook Monument Sign 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 1: The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook as if fully recited herein.

SECTION 2: The competitive bidding process for the electrical improvements at Farmingdale Terrace Park, Creekside Park, and Route 83/Kingery Highway Village of Willowbrook Monument Sign in the Village be and is hereby waived.

SECTION 3: The Village Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, a Contract for the electrical improvements at Farmingdale Terrace Park, Creekside Park, and Route 83/Kingery Highway Village of Willowbrook Monument Sign in the Village, at a total cost not to exceed Twenty-Three Thousand Three Hundred Seventy and 00/100ths Dollars (\$23,370.00). A copy of said Contract is attached hereto as Exhibit

“A” and made a part hereof.

SECTION 4: The Village Mayor be and is hereby authorized and directed to execute, on behalf of the Village, that certain Contract with Brighter Electric, Inc., attached hereto as Exhibit “A” and made a part hereof, which Contract and Proposal is hereby approved.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval, in the manner provided by law.

PASSED and APPROVED this 14th day of October, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT "A"

AGREEMENT WITH BRIGHTER ELECTRIC, INC.

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK
AND BRIGHTER ELECTRIC, INC. FOR ELECTRICAL IMPROVEMENTS AT
FARMINGDALE TERRACE PARK, CREEKSIDER PARK, AND ROUTE 83/KINGERY
HIGHWAY VILLAGE OF WILLOWBROOK MONUMENT SIGN**

THIS CONTRACT ENTERED INTO THIS _____ day of October, 2024
between Brighter Electric, Inc., an Illinois corporation (“Contractor”), and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to retain contractor to perform electrical improvements within the Village, including:
 - Farmingdale Terrace Park – install one (1) electrical receptable at the monument sign and gazebo, and one (1) LED vandal resistant light;
 - Creekside Park – install one (1) weather-proof electrical receptable at the monument sign; and
 - Route 83/Kingery Highway – install electrical service to illuminate the north gateway Village of Willowbrook monument sign (the “Project”).
2. Contractor has submitted a proposal to the Village, including all terms, conditions, requirements and specifications contained therein for electrical installation at the Project to be completed by Contractor, which are incorporated herein as “Exhibit A” and expressly made a part of this agreement as if each term, condition and requirement of the selected portions, proposal response and specifications of the Project was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the terms of this agreement shall control. Contractor’s proposal response and project specifications are attached hereto and expressly made a part hereof.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner an amount estimated to be Twenty-Three Thousand Three Hundred Seventy and 00/100 Dollars (\$23,370.00). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

7. At the time of execution of the Agreement, the Contractor shall furnish, at Contractor's expense, bonds payable to the Village in the form of bonds set forth herein, secured by a surety company acceptable to the Village, as follows:

A. Faithful performance bond in an amount equal to one hundred percent (100%) of the total contract price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.

B. Labor and material bond in an amount equal to one hundred percent (100%) of the total Contract Price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work under this Contract.

8. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

9. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01, *et seq.*).

10. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1, *et seq.*).

11. Contractor agrees that it, pursuant to 30 ILCS 580/1, *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:

A. Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- 3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) Contractor’s policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program;

and

4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Subparagraph 11(A) 3 (b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

12. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

13. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

14. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization

or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois

or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

15. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

16. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and

attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

17. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and

- 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 “any auto” and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- 3) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability Insurance.

C. Contractor shall maintain limits no less than:

- 1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Worker’s Compensation and Employers’ Liability: Worker’s Compensation limits as required by the Labor Code of the State of Illinois and Employers’ Liability limits of \$1,000,000 per accident.

B. The policies are to contain, or be endorsed to contain the following provisions:

- 1) Commercial General Liability and Automobile Liability Coverages:
 - a. The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
 - b. The Contractor’s insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-

insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village.

19. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

20. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out

of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

21. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

22. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or less must be approved, in writing, by the Village Administrator. All change orders

increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Brighter Electric, Inc., 7320 S. Madison Street, Willowbrook, Illinois 60527, Attn: Jay Sygnator, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request,

then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

25. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois the day and year first above written.

CONTRACTOR:

BRIGHTER ELECTRIC, INC.

By: _____
Jay Sygnator,
Its President and duly authorized agent

ATTEST:

Title: _____

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT "A"

BRIGHTER ELECTRIC, INC.'S PROPOSAL

ESTIMATE



Date	Estimate #
9/3/2024	1843

7320 S. Madison Unit 1000
Willowbrook, IL 60527

VILLAGE OF WILLOWBROOK
835 MIDWAY DRIVE
WILLOWBROOK, ILL 60527

Project

Description	Qty	Cost	Total
— FARMINGDALE TERRACE PARK — PROVIDE LABOR AND MATERIALS FOR THE INSTALLATION OF ONE WEATHER PROOF RECEPTACLE AND ONE LED VANDAL RESISTANT LIGHT FIXTURE IN THE NEW GAZEBO. WIRE THIS TO THE EXISTING LIGHT POLE IN THE MIDDLE OF THE PARK	1	3,400.00	3,400.00
THANK YOU FOR ALLOWING BRIGHTER ELECTRIC INC. THE OPPORTUNITY TO PROVIDE YOU WITH OUR QUOTE			Total \$3,400.00

ESTIMATE



7320 S. Madison Unit 1000
Willowbrook, IL 60527

Date	Estimate #
9/3/2024	1842

VILLAGE OF WILLOWBROOK
835 MIDWAY DRIVE
WILLOWBROOK, ILL 60527

		Project	
Description	Qty	Cost	Total
— INDIVIDUAL PARK ELECTRICAL OUTLETS —			
— CREEKSIDE PARK — INSTALL ONE WEATHER PROOF RECEPTACLE NEAR NEW PARK SIGN, WIRED TO THE EXISTING STREET LIGHT POLE TO THE SOUTH OF PARK.	1	3,500.00	3,500.00
— FARMINGDALE TERRACE PARK — INSTALL ONE WEATHER PROOF RECEPTACLE NEAR NEW PARK SIGN, WIRED TO THE EXISTING LIGHT POLE IN THE MIDDLE OF PARK.	1	5,600.00	5,600.00
THANK YOU FOR ALLOWING BRIGHTER ELECTRIC INC. THE OPPORTUNITY TO PROVIDE YOU WITH OUR QUOTE		Total	\$9,100.00

ESTIMATE



Date	Estimate #
7/26/2022	1705

7320 S. Madison Unit 1000
Willowbrook, IL 60527

VILLAGE OF WILLOWBROOK
835 MIDWAY DRIVE
WILLOWBROOK, ILL 60527

Project

Description	Qty	Cost	Total
— RT. 83 SOUTHBOUND SIGN — PROVIDE LABOR AND MATERIAL FOR THE INSTALLATION OF ONE 100AMP 240 VOLT ELECTRIC METER BEHIND NEW WILLOWBROOK SIGN. THE ELECTRIC METER WILL HAVE BUILT IN PROVISIONS FOR TWO 120V CIRCUITS AND ONE 240 VOLT CIRCUIT. INSTALL CONDUIT FROM METER TO NEW SIGN AND WIRE WITH ONE DEDICATED 120V 20AMP CIRCUIT. PROVIDE 150' OF DIRECTIONAL BORING FROM COM ED TRANSFORMER TO NEW METER. PROVIDE AND INSTALL SECONDARY WIRING FROM TRANSFORMER TO NEW METER. NOTE: APPROVAL FROM COM ED ENGINEERING DEPT WILL BE NEEDED TO PROCEED WITH THIS WORK. ALL COM ED FEES BY VILLAGE OF WILLOWBROOK.	1	10,870.00	10,870.00
THANK YOU FOR ALLOWING BRIGHTER ELECTRIC INC. THE OPPORTUNITY TO PROVIDE YOU WITH OUR QUOTE			Total \$10,870.00



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 9.**DATE: October 14, 2024****SUBJECT:**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CREATION OF A WATER DISTRIBUTION SYSTEM MODEL AND MASTER PLAN BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Rick Valent, Director of Public Works
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is seeking the Village Board approval of an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional engineering services to create a Water Model and Master Plan at a cost of \$46,300.

BACKGROUND/SUMMARY

As part of the Village's ongoing vision for long term capital planning, staff has recognized the need for hydraulic modeling of the water distribution system to create an analysis of existing conditions, future capital improvements, and emergency system failure conditions. This process is referred to with municipal and public works services as a water master plan. The process will follow the Environmental Protection Agencies' (EPA's) America's Water Infrastructure Act designed to improve drinking water and water quality, deepen infrastructure investments, enhance public health and quality of life, increase jobs, and bolster the economy. The master plan will essentially be a planning roadmap for staff and be a living document that should be updated periodically or as major changes in the system occur.

With their historical knowledge of the Village's water system, CBBEL has submitted a proposal for professional engineering services identifying six tasks to create the hydraulic model and master plan. Those tasks are as follows:

- Task 1 – Data Collection and Review: Review of current GIS data as well as review recent water main installation projects and will coordinate, collect and review the necessary information for key components of the system.
- Task 2 – Model Development: Build the model to reflect the current GIS data and recent construction improvement projects completed for water supply mains, distribution mains, elevated storage tanks, reservoirs, valves, and pump stations within the system.
- Task 3 – Run Simulation Scenarios: Upon completion of the water model, Average Day, Maximum Day, Peak Hour and Maximum Day plus Fire Flow demand conditions will be identified as well as locations (if any) where pressure conditions are not within the established desired minimum or maximum pressures.



- Task 4 – Analysis of Modeling Results: Following the modeling run simulations performed, results will be analyzed to formulate recommendations for operational, maintenance and capital improvements in accordance with standard AWWA practices.
- Task 5 – Meetings: Meetings are included to review project status updates and present model findings throughout the process. These will identify any modifications/additions required to finalize the model and verify that it is an accurate representation of the system.
- Task 6 – Report, Deliverables & Recommendations: A summary of the findings and the water modeling results will assist in preparing recommendations for operational, maintenance and capital improvements of specific main replacements, and SCADA (Supervisory Control and Data Acquisition) controls, and communication projects identified from the modeling efforts.

The proposed timeline is 6-8 months, beginning in November 2024. The benchmarks will include a water model update in February/March 2025, a draft report and modeling scenarios in April/May 2025, with project finalization by Summer 2025.

FINANCIAL IMPACT

Since this is not a budgeted item, it will require a \$46,300.00 budget amendment. A budget amendment will be presented at a future Board meeting.

RECOMMENDED ACTION:

Staff is seeking the Village Board's approval of an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional engineering services to create a Water Model and Master Plan at a cost of \$46,300.

RESOLUTION NO. 24-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS
FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CREATION OF
A WATER DISTRIBUTION SYSTEM MODEL AND MASTER PLAN 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 the creation of a water distribution system model and master plan for the Village of Willowbrook at a total cost not to exceed Forty-Six Thousand Three Hundred and 00/100ths Dollars (\$46,300.00)

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.

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

SECTION 1: The foregoing recitals are found to be true and correct and are incorporated as if fully set forth herein.

SECTION 2: That the certain Proposals 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 the creation of a water distribution system model and master plan 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 14th day of October, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, 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

October 4, 2024

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Mr. Rick Valent
Public Works Director

Subject: Proposal for Professional Engineering Services
Water Distribution System Water Modeling and Master Plan

Dear Rick:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering services for the creation of a Village of Willowbrook Water Distribution System Model. Included in this proposal is our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

The Village has requested CBBEL to submit a proposal for professional engineering services to create a computer model that is a current representation of the Village's Potable Water Distribution System. The Village's GIS atlas maps for the water system have been recently updated and the Village would like to have a digital model of the system created to facilitate analysis of existing conditions, future capital improvements and emergency / system failure conditions. The following existing facilities are assumed to be part of the water distribution system to be modeled:

1. 3 MG Reservoir and Pump Station
2. 500,000 Gallon Elevated Water Storage Tank (Lake Hinsdale)
3. 500,000 Gallon Elevated Water Storage Tank (Executive)

SCOPE OF SERVICES

Task 1 – Data Collection and Review: CBBEL will review the current GIS data as well as review recent water main installation projects performed within the Village. CBBEL will coordinate with Village staff or Village's SCADA integrator to collect and review the necessary information for key components of the system to verify and/or establish:

- Capacities and operating characteristics of the pump at the pump station including pump curve, representative daily pumping rate and run times;
- Representative tank level set points for pump On and Off;

- Review Average Day, Maximum Day, Peak Hour, and Fire Flow water demands for both winter and summer to be used to model the existing water facilities and existing distribution system;
- High water consumers (typically a list of the top 100 consumers is sufficient) within the Village. Yearly and/or monthly water rate data can be used;
- Population Projections to include water usage to 2050 based on historical water usage and CMAP population projections.
- Establish minimum/maximum acceptable pressures for the water demand conditions to be modeled;
- Establish the Hazen-Williams C friction factor to be used for calibrating friction losses of the piping within the distribution system;
- Emergency and Alternative water supply sources (interconnects with adjacent communities);
- Village fire flow requirements (residential and commercial);
- Hydrant flushing program;
- Recent fire flow test records;

Task 2 – Model Development: Based on the information received and reviewed in Task 1, CBBEL will perform the following tasks:

- Input Average Day, Maximum Day, Peak Hour, and Fire Flow water demands into the model;
- Build the model to reflect the current GIS data and recent construction improvement projects completed for water supply mains, distribution mains, elevated storage tanks, reservoirs, valves, and pump stations within the system;
- Verify ground elevations at water main junctions and the connectivity of the piping system;
- Input emergency and alternative water supply sources; coordinate with adjacent communities water system pressure at interconnects;
- Input the high demand water consumer locations within the water system along with population projections for 2050 water usage;
- Coordinate the calibration efforts of the model with the Village for Steady State and Extended Period Simulations using data from pressure measurements recorded during fire hydrant tests performed by the Village Public Works staff or Fire Department. CBBEL may assist with and witness hydrant flow tests as needed;
- Verify pump data and input into the model;
- Input Street Improvement Program information (new watermain) into the model.

Task 3 – Run Simulation Scenarios: Upon completion of the construction of the water model, CBBEL will model Average Day, Maximum Day, Peak Hour and Maximum Day plus Fire Flow demand conditions and identify locations (if any) where the model results show pressure conditions are not within the established desired minimum or maximum pressures. CBBEL will verify and calibrate the extended duration model to evaluate the effects of diurnal operating conditions and controls on water storage and pumping. CBBEL will run simulations to model existing and proposed pumping scenarios. CBBEL will run simulations of known future proposed improvements.

Task 4 – Analysis of Modeling Results: Following the modeling run simulations performed under Task 3, CBBEL will analyze the results and formulate recommendations for operational, maintenance and capital improvements in accordance with standard AWWA practices. CBBEL will analyze:

- a) The Village's existing storage:
 - i. Volume
 - ii. Location of the facilities within the distribution system
 - iii. Water turn-over
 - iv. Operational and maintenance considerations
- b) Available fire flow
- c) Pump and storage operations and controls
- d) Age, condition and size of the distribution system mains
- e) Water quality and water age
- f) Potential second source of DWC, Meet with DWC to discuss.

Task 5 – Meetings: CBBEL has included meetings to review project status updates and present model findings throughout the process. CBBEL will meet with the Village to review the water model and identify any modifications/additions required to finalize the model and verify that it is an accurate representation of the existing Village water distribution system.

Task 6 – Report, Deliverables & Recommendations: CBBEL will prepare a summary of the findings and the water modeling results and meet with Village Public Works Staff. With input from the Public Works Staff, CBBEL will prepare recommendations for operational, maintenance and capital improvements of specific main replacements, SCADA controls and communication projects identified from the modeling efforts. CBBEL will summarize the findings and recommendations from the Water System Modeling and Analysis in a Master Plan report including supporting exhibits and data.

ESTIMATE OF FEE

CBBEL estimates the following fees for each of the tasks described above:

TASK	FEE
Task 1 – Data Collection and Review	\$5,600
Task 2 – Model Development	\$13,200
Task 3 – Run Simulation Scenarios	\$8,300
Task 4 – Analysis of Modeling Results	\$8,600
Task 5 – Meetings	\$3,500
Task 6 – Report, Deliverables & Recommendations	\$6,300
Direct Costs	\$800
	NOT-TO-EXCEED TOTAL
	\$46,300

We will bill you in accordance with the Schedule of Charges and General Terms and Conditions in our previously agreed Village Engineering Agreement. If this proposal is acceptable to you, please sign and return to us for our files.

Sincerely,



Michael E. Kerr, PE
President

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF WILLOWBROOK:

BY: _____

TITLE: _____

DATE: _____

KWB\pjb
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EXHIBIT “B”

General Conditions and
First Amendment to General Conditions

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.

**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 ENGINEERING SERVICES FOR THE CREATION OF A WATER
DISTRIBUTION SYSTEM MODEL AND MASTER PLAN PROJECT**

That certain Agreement by and between CHRISTOPHER B. BURKE ENGINEERING, LTD. (the "Engineer") and the VILLAGE OF WILLOWBROOK, to provide professional engineering services to the Village of Willowbrook (the "Client"), 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: _____

READ, APPROVED AND AGREED

CHRISTOPHER B. BURKE
ENGINEERING, LTD.

By: _____

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

Date: _____

ATTEST:

Gretchen Boerwinkle, Village Clerk