

## A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON TUESDAY, MAY 28, 2019, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - May 13, 2019 (APPROVE)
  - c. Warrants - \$334,789.06 (APPROVE)
  - d. Motion - Board Authorization for Staff to Process Current Delinquent Water Bills in Accordance with Past Practices (PASS)
  - e. RESOLUTION - A Resolution Waiving Competitive Bidding and Approving a Contract Between the Village of Willowbrook and L.J. Morse Construction Company. Inc. for the Repair of the Village Hall Pylon Sign in an Amount not-to-exceed \$24,500.00 (ADOPT)
  - f. RESOLUTION - A Resolution Approving an Agreement and Authorizing the Mayor to Except and Execute a Proposal for Professional Services Between the Village of Willowbrook and N. Bastistich Architects for the Interior Design of 825 Midway Drive in an Amount not-to-exceed \$18,250.00 (ADOPT)
  - g. RESOLUTION - A Resolution Approving and Authorizing the Mayor to Execute, On Behalf of the Village, A Proposal for Professional Services Between the Village of Willowbrook and Christopher B. Burke Engineering, LTD. for the Engineering Design, Plans and Bid Specifications for a Permeable Paver Parking lot for the Village Hall in an Amount not-to-exceed \$9,500.00 (ADOPT)

NEW BUSINESS

6. RESOLUTION - A Resolution of the Village of Willowbrook Supporting the DuPage County Coalition Tourism Legislation Initiative to Grant the County of DuPage Authority to Adopt a Hotel Occupancy Tax (ADOPT)
7. ORDINANCE - An Annual Appropriation Ordinance, Village of Willowbrook, DuPage County, Illinois, for the Fiscal Year Beginning May 1, 2019 and Ending April 30, 2020 (PASS)
8. PRESENTATION - A Presentation by Cory Poris Plasch of Polco on their community engagement services

PRIOR BUSINESS

9. COMMITTEE REPORTS
10. ATTORNEY'S REPORT
11. CLERK'S REPORT
12. ADMINISTRATOR'S REPORT
13. MAYOR'S REPORT
14. CLOSED SESSION:
  - a) Collective Bargaining 5 ILCS 120/2 (c)(2)
15. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MAY 13, 2019 AT THE WILLOWBROOK POLICE DEPARTMENT, 7760 QUINCY STREET, VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those present at roll call were Village Clerk Leroy Hansen, Trustees Sue Berglund, Umberto Davi, Terrence Kelly, Michael Mistele, Gayle Neal, and Paul Oggerino.

ABSENT: None

Also present were Village Attorney Thomas Bastian, Interim Village Administrator Michael Mertens, Director of Finance Carrie Dittman, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Planning Consultant Ann Choi, Judge Susan O'Neill Alvarado and Deputy Clerk Christine Mardegan.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Mr. Gene Oggerino to lead everyone in saying the Pledge of Allegiance.

4. OATH OF OFFICE

Mayor Trilla asked Judge Susan O'Neill Alvarado to swear in the trustees.

VILLAGE TRUSTEE SUZANNE BERGLUND  
VILLAGE TRUSTEE HELEN "GAYLE" NEAL  
VILLAGE TRUSTEE PAUL OGGERINO

Mayor Trilla asked Trustee Kelly to discuss the upcoming Laws and Ordinances Committee meeting on Tuesday, May 14<sup>th</sup>. Trustee Kelly stated, I am the Chairman of the Committee along with Trustee Davi, this Committee consists of two Village Trustees and the Village Building Official who has non-voting status. The Mayor appointed Trustee Terry Kelly and Trustee Umberto Davi to serve on the Committee. Its first meeting will be Tuesday, May 14, 2019 at 6 p.m. at the Willowbrook Police Department. Subsequent meetings will be held on the first Tuesday of the month at 6 p.m. at the Willowbrook Police Department.

Trustee Kelly related that the best way to get in touch with him or Trustee Davi would be to email both of them through their Village e-mail. Please include both of us in any emails.

On May 21, 2019 at 6:30 p.m., the Village is sponsoring a program at the Hinsdale South High School Auditorium to discuss home rule powers. Peter Burchard will serve as Moderator of the program. He has 30 years of experience in local government and is President/CEO of his own multi sector consulting and training firm. Featured speakers are Patrick A. Lucansky and Jason A. Guisinger, Partners at Klein, Thorpe & Jenkins, Ltd. who specialize in the practice of Municipal Law. At the beginning of the meeting they will discuss how home rule developed and provide an overview of home rule powers and issues. The floor will be opened to public comments at the conclusion of the formal presentations. The program will be videotaped and posted on the Village website.

5. VISITORS' BUSINESS

Visitors were present but there was no public comment.

6. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - April 22, 2019 (APPROVE)
- c. Warrants - \$483,322.44 (APPROVE)
- d. Monthly Financial Report - April 30, 2019 (APPROVE)
- e. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Same (2014 Ford Taurus) - (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 Berglund to approve the Omnibus Vote Agenda as presented.

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

MOTION DECLARED CARRIED

NEW BUSINESS

7. RESOLUTION - A RESOLUTION RECOGNIZING THE CERTIFICATION OF HOME RULE STATUS FOR THE VILLAGE OF WILLOWBROOK ILLINOIS

Mayor Trilla recognized the Home Rule unit of government status and thanked the residents at the meeting.

MOTION: Made by Trustee Davi and seconded by Trustee Oggerino to adopt.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, Neal, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

8. ORDINANCE - AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE FROM THE B-3 ZONING DISTRICT TO THE M-1 ZONING DISTRICT, INCLUDING APPROVAL OF A PRELIMINARY AND FINAL PLAT OF SUBDIVISION AND CERTAIN VARIATIONS FROM THE ZONING ORDINANCE - PC19-01: ROUTE 83 FRONTANGE ROAD AND 79<sup>TH</sup> STREET - BEYOND SELF STORAGE - (PASS)

MOTION: Made by Trustee Berglund and seconded by Trustee Neal to approve.

Trustee Oggerino asked, "What are the variations of this project?" Planning Consultant Choi stated the proposed six (6) variations pertaining to the off-street parking and loading requirements, the maximum allowable FAR, and the subdivision regulations of the Village code, as listed in Section 7 of the proposed ordinance.

Oggerino related that he does not believe this is the best use for the property.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. COMMITTEE REPORTS

Trustee Neal stated that she attended the Northwestern University Center for Public Safety School of Police Staff and Command class #452 where Deputy Lauren Kaspar and Sergeant Tim Kobler from the Village of Willowbrook graduated. Trustee Neal congratulated the officers and stated that it is an honor to have our officers attend such a prestigious program.

Trustee Kelly congratulated Deputy Kasper and Sergeant Kobler for completing such a grueling program.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi thanked Judge O'Neill Alvarado for swearing in the Trustees.

Trustee Oggerino had no report.

10. ATTORNEY'S REPORT

Attorney Bastian commented on that he reached out to The Secretary of State Public Records Division and they have acknowledged that they have received certification for Home Rule.

11. CLERK'S REPORT

Clerk Hansen commented that he had attended a few sessions where Home Rule was discussed and it was interesting.

12. ADMINISTRATOR'S REPORT

Interim Administrator Mertens had no report.

13. MAYOR'S REPORT

Mayor Trilla discussed the upcoming meeting on Home Rule. He attended his first Metropolitan Mayors Caucus meeting and participated in his first protest.

14. RESOLUTION - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT FOR THE EMPLOYMENT POSITION OF VILLAGE ADMINISTRATOR FOR THE VILLAGE OF WILLOWBROOK (ADOPT)

MOTION: Made by Trustee Berglund and seconded by Trustee Davi to adopt.

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

MOTION DECLARED CARRIED

15. CLOSED SESSION

a) Pending Litigation 5 ILCS 120/2(c)(11)

MOTION: Made by Trustee Davi and seconded by Trustee Oggerino to go into Closed Session.

ADJOURN INTO CLOSED SESSION

MOTION: Made by Trustee Davi and seconded by Trustee Oggerino to adjourn into Closed Session at the hour of 7:03 p.m.

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

MOTION DECLARED CARRIED

16. ADJOURNMENT

MOTION: Made by Trustee Neal and seconded by Trustee Oggerino, to adjourn the Regular Meeting at the hour of 7:11 p.m.

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

MOTION DECLARED CARRIED

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Village Board Minutes  
May 13, 2019

PRESENTED, READ and APPROVED.

\_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

WARRANTS

May 28, 2019

GENERAL CORPORATE FUND	-----	\$113,057.63
WATER FUND	-----	161,343.25
POLICE PENSION FUND	-----	4,316.18
DEBT SERVICE FUND	-----	56,072.00
TOTAL WARRANTS	-----	\$334,789.06

Carrie Dittman, Director of Finance *e.d.*

APPROVED:  
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/17/2019	APCH	94087	LEIGHTRONIX SERVICES	EDP LICENSES CHANNEL 6	460-263	10	1,295.00
05/29/2019	APCH	128(E)	PCS CLOUD SOLUTIONS	EDP LICENSES	615-263	25	49.00
05/29/2019	APCH	94089	AMATEUR SOFTBALL ASSOCIATION	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	275.00
05/29/2019	APCH	94090	AMG/SOUND MEMORIES	FAMILY SPECIAL EVENT - MOVIE NIGHT	585-151	20	460.00
05/29/2019	APCH	94091	ARAMARK UNIFORMS SERVICES	UNIFORMS	710-345	35	45.97
				UNIFORMS	710-345	35	264.87
				UNIFORMS	710-345	35	149.88
				UNIFORMS	710-345	35	103.91
				CHECK APCHK 94091 TOTAL FOR FUND 01:			564.63
05/29/2019	APCH	94092	BELLA COSA JEWELERS	SPECIAL EVENTS	310-817	00	40.00
05/29/2019	APCH	94093	BLACK GOLD SEPTIC	MAINTENANCE - PW BUILDING	725-418	35	350.00
05/29/2019	APCH	94094*#	CALL ONE INC	PHONE - TELEPHONES	455-201	10	810.89
				PHONE - TELEPHONES	630-201	30	669.17
				CHECK APCHK 94094 TOTAL FOR FUND 01:			1,480.06
05/29/2019	APCH	94095	CALL THE UNDERGROUND OASIS IRRIG	LANDSCAPE - VILLAGE HALL	466-293	10	150.00
05/29/2019	APCH	94096	CAROLINE DITTMAN	FUEL/MILEAGE/WASH	610-303	25	7.54
05/29/2019	APCH	94097	CATHERINE KACZMAREK	FAMILY SPECIAL EVENT - RACE	585-154	20	177.07
05/29/2019	APCH	94098	CHOICE OFFICE EQUIP & SUPPLIES IN	COPY SERVICE	455-315	10	505.32
05/29/2019	APCH	94099#	CHRISTOPHER B. BURKE	PLAN REVIEW - PLANNER	520-257	15	645.00
				PLAN REVIEW - PLANNER	520-257	15	440.00
				PLAN REVIEW - PLANNER	520-257	15	220.00
				PLAN REVIEW - PLANNER	520-257	15	110.00
				FEES - ENGINEERING	720-245	35	1,050.00
				FEES - DRAINAGE ENGINEER	820-246	40	410.00
				FEES - DRAINAGE ENGINEER	820-246	40	150.00
				FEES - DRAINAGE ENGINEER	820-246	40	150.00
				CHECK APCHK 94099 TOTAL FOR FUND 01:			3,175.00
05/29/2019	APCH	94100	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	2,847.87

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
 CHECK DATE FROM 05/15/2019 - 05/29/2019

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/29/2019	APCH	94101	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	6,520.00
05/29/2019	APCH	94102#	COMCAST CABLE	INTERNET/WEBSITE HOSTING	460-225	10	225.54
				INTERNET/WEBSITE HOSTING	715-225	35	106.85
				CHECK APCHK 94102 TOTAL FOR FUND 01:			332.39
05/29/2019	APCH	94103*#	COMED	ENERGY/COMED (835 MIDWAY)	466-240	10	230.11
				ENERGY - STREET LIGHTS	745-207	35	43.98
				ENERGY - STREET LIGHTS	745-207	35	327.64
				CHECK APCHK 94103 TOTAL FOR FUND 01:			601.73
05/29/2019	APCH	94104	COMPLIANCE POSTER COMPANY	OFFICE SUPPLIES	455-301	10	35.59
05/29/2019	APCH	94106	D RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	4,350.00
				TREE MAINTENANCE	750-338	35	7,500.00
				CHECK APCHK 94106 TOTAL FOR FUND 01:			11,850.00
05/29/2019	APCH	94107	DARREN BIGGS	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	195.00
05/29/2019	APCH	94108	DATAMATION IMAGING SERVICES	DOCUMENT STORAGE/SCANNING	460-267	10	2,250.00
05/29/2019	APCH	94109#	DISCOVERY BENEFITS SIMPLIFY	EMP DED PAY - FSA FEE	210-221	00	46.20
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	3.80
				CHECK APCHK 94109 TOTAL FOR FUND 01:			50.00
05/29/2019	APCH	94110	DUPAGE COUNTY CLERK	FEES/DUES/SUBSCRIPTIONS	630-307	30	10.00
05/29/2019	APCH	94111	DUPAGE MAYORS AND MGERS. CONF.	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	35.00
05/29/2019	APCH	94113	GOVHR USA	CONSULTING MIKE MERTENS	455-306	10	1,617.00
				CONSULTING MIKE MERTENS	455-306	10	6,149.50
				CONSULTING MIKE MERTENS	455-306	10	2,572.50
				CHECK APCHK 94113 TOTAL FOR FUND 01:			10,339.00
05/29/2019	APCH	94115#	HANSON LANDSCAPE DESIGN	CONTRACTED MAINTENANCE	570-281	20	4,784.91
				ROUTE 83 BEAUTIFICATION	755-281	35	4,243.22
				CHECK APCHK 94115 TOTAL FOR FUND 01:			9,028.13

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/29/2019	APCH	94116	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES & EQUIPMENT	710-401	35	69.91
				MAINTENANCE - PW BUILDING	725-418	35	19.75
				MAINTENANCE - VEHICLES	735-409	35	53.70
				STREET & ROW MAINTENANCE	750-328	35	27.17
				STREET & ROW MAINTENANCE	750-328	35	46.60
				CHECK APCHK 94116 TOTAL FOR FUND 01:			217.13
05/29/2019	APCH	94117	HR SIMPLIFIED	HEALTH/DENTAL/LIFE INSURANCE	455-141	10	100.00
05/29/2019	APCH	94118	I-PAC	FEES/DUES/SUBSCRIPTIONS	630-307	30	100.00
05/29/2019	APCH	94119	IL GOVERNMENT FINANCE OFFICERS	SCHOOLS/CONFERENCES/TRAVEL	610-304	25	25.00
05/29/2019	APCH	94120	ILL. NOTARY DISCOUNT BONDING	FEES/DUES/SUBSCRIPTIONS	630-307	30	53.95
05/29/2019	APCH	94122	IMPACT NETWORKING LLC	OFFICE SUPPLIES	455-301	10	117.99
				OFFICE SUPPLIES	455-301	10	72.00
				CHECK APCHK 94122 TOTAL FOR FUND 01:			189.99
05/29/2019	APCH	94124	KAREN GRANT	SUMMER RECREATION FEES	310-815	00	350.00
05/29/2019	APCH	94125	KATHRYN DOLEZAL	OTHER RECEIPTS	310-913	00	40.00
05/29/2019	APCH	94126	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
05/29/2019	APCH	94127	KLEIN, THORPE & JENKINS, LTD.	FEES - SPECIAL ATTORNEY	470-241	10	900.00
05/29/2019	APCH	94128#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	455-315	10	317.33
				COPY SERVICE	630-315	30	183.91
				CHECK APCHK 94128 TOTAL FOR FUND 01:			501.24
05/29/2019	APCH	94129	LAUREN KASPAR	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	115.20
05/29/2019	APCH	94131	MOTOROLA SOLUTIONS INC	PHONE - TELEPHONES	630-201	30	102.00
05/29/2019	APCH	94132	NCPERS GROUP LIFE INSURANCE	EMP DED - SUPPLEMENTAL LIFE INSURANCE	210-213	00	80.00
05/29/2019	APCH	94133	NICHOLAS VOLEK	TUITION REIMBURSEMENT	630-305	30	2,250.00
05/29/2019	APCH	94134	OCCUPATIONAL HEALTH CENTERS	WELLNESS	480-276	10	118.00
05/29/2019	APCH	94136	ORIENTAL TRADING	OPERATING SUPPLIES	630-331	30	149.86

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
 CHECK DATE FROM 05/15/2019 - 05/29/2019

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/29/2019	APCH	94137	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	466-228	10	95.67
05/29/2019	APCH	94138	PHILLIP'S FLOWERS	PUBLIC RELATIONS	475-365	10	112.95
05/29/2019	APCH	94139	PROFORMA	FAMILY SPECIAL EVENT - RACE	585-154	20	2,782.73
05/29/2019	APCH	94140	PROMOS 911 INC	COMMODITIES	670-331	30	694.29
05/29/2019	APCH	94141#	RAGS ELECTRIC, INC	CONTRACTED MAINTENANCE	570-281	20	1,454.83
				MAINTENANCE - STREET LIGHTS	745-223	35	2,777.13
				CHECK APCHK 94141 TOTAL FOR FUND 01:			4,231.96
05/29/2019	APCH	94142	RATHS, RATHS & JOHNSON, INC.	PLAN REVIEW - STRUCTURAL- REIMB.	820-255	40	463.50
05/29/2019	APCH	94143	RAY O'HERRON CO., INC.	FIRING RANGE	630-245	30	255.98
				UNIFORMS	630-345	30	60.00
				OPERATING EQUIPMENT	630-401	30	181.98
				CHECK APCHK 94143 TOTAL FOR FUND 01:			497.96
05/29/2019	APCH	94145	RONALD CARTER/WEAPONS SYS TRNG C	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	990.00
05/29/2019	APCH	94146	RUTLEDGE PRINTING CO.		630-302	30	312.36
05/29/2019	APCH	94147	SERVICE SANITATION INC	MAINTENANCE SUPPLIES	570-331	20	74.00
				FAMILY SPECIAL EVENT - RACE	585-154	20	331.00
				ADA PARK MAINTENANCE	590-519	20	158.00
				ADA PARK MAINTENANCE	590-519	20	189.00
				CHECK APCHK 94147 TOTAL FOR FUND 01:			752.00
05/29/2019	APCH	94148	SIKICH LLP	FINANCIAL SERVICES	620-252	25	4,325.00
05/29/2019	APCH	94149#	STAPLES	OFFICE SUPPLIES	455-301	10	10.67
				OFFICE SUPPLIES	455-301	10	(78.76)
				COMMISSARY PROVISION	455-355	10	151.92
				COMMISSARY PROVISION	455-355	10	3.47
				OFFICE SUPPLIES	550-301	20	19.40
				OFFICE SUPPLIES	710-301	35	53.16
				CHECK APCHK 94149 TOTAL FOR FUND 01:			159.86

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
 CHECK DATE FROM 05/15/2019 - 05/29/2019

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/29/2019	APCH	94150	T.P.I.	PLAN REVIEW - BUILDING CODE REIMB.	820-258	40	8,337.00
				PLAN REVIEW - BUILDING CODE REIMB.	820-258	40	252.00
				PLAN REVIEW - BUILDING CODE REIMB.	820-258	40	2,470.15
				PART TIME - INSPECTOR	830-109	40	4,494.00
				PLUMBING INSPECTION - REIMB.	830-115	40	1,050.00
				CHECK APCHK 94150 TOTAL FOR FUND 01:			16,603.15
05/29/2019	APCH	94151#	TAMELING GRADING	LANDSCAPE MAINTENANCE SERVICES	565-342	20	2,352.50
				STREET & ROW MAINTENANCE	750-328	35	918.50
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	155.00
				CHECK APCHK 94151 TOTAL FOR FUND 01:			3,426.00
05/29/2019	APCH	94152*#	TAMELING INDUSTRIES	LANDSCAPE MAINTENANCE SERVICES	565-342	20	57.60
				STREET & ROW MAINTENANCE	750-328	35	32.40
				STREET & ROW MAINTENANCE	750-328	35	263.53
				CHECK APCHK 94152 TOTAL FOR FUND 01:			353.53
05/29/2019	APCH	94153#	TEMPERATURE ENGINEERING INC	MAINTENANCE - BUILDING	466-228	10	498.75
				MAINTENANCE - PARK BUILDINGS - HVAC	570-228	20	498.75
				MAINTENANCE - BUILDINGS - HVAC	630-228	30	498.75
				MAINTENANCE - GARAGE	725-413	35	498.75
				CHECK APCHK 94153 TOTAL FOR FUND 01:			1,995.00
05/29/2019	APCH	94154	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	163.61
05/29/2019	APCH	94157	UNIFIRST	MAINTENANCE - PW BUILDING	725-418	35	111.25
05/29/2019	APCH	94158*#	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	55.97
				PHONE - TELEPHONES	455-201	10	2.86
				PHONE - TELEPHONES	630-201	30	931.19
				TELEPHONES	710-201	35	196.58
				TELEPHONES	810-201	40	71.33
				CHECK APCHK 94158 TOTAL FOR FUND 01:			1,257.93
05/29/2019	APCH	94159	WEST SIDE TRACTOR SALES	MAINTENANCE - VEHICLES	735-409	35	12,081.01
05/29/2019	APCH	94160#	WESTERN FIRST AID & SAFETY	BUILDING MAINTENANCE SUPPLIES	466-351	10	85.57

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				OPERATING SUPPLIES	630-331	30	23.59
				CHECK APCHK 94160 TOTAL FOR FUND 01:			109.16
05/29/2019	APCH	94161	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	29.54
				MAINTENANCE - VEHICLES	735-409	35	42.41
				MAINTENANCE - VEHICLES	735-409	35	94.04
				MAINTENANCE - VEHICLES	735-409	35	28.42
				CHECK APCHK 94161 TOTAL FOR FUND 01:			194.41
05/29/2019	APCH	94162	WILD GOOSE CHASE INC	CONTRACTED MAINTENANCE	570-281	20	960.00
05/29/2019	APCH	94163	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	630-409	30	100.00
05/29/2019	APCH	94164	WLBK BURR RIDGE CHAMBER OF COM	PUBLIC RELATIONS	475-365	10	150.00
05/29/2019	APCH	94165	WORD SYSTEMS INC	EDP LICENSES	640-263	30	1,893.60
				Total for fund 01 GENERAL FUND			113,057.63

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
05/29/2019	APCH	127(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	138,310.12
05/29/2019	APCH	94088	ALARM DETECTION SYSTEMS INC	REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	202.53
				REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	235.26
				REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	340.26
				CHECK APCHK 94088 TOTAL FOR FUND 02:			778.05
05/29/2019	APCH	94094*#	CALL ONE INC	PHONE - TELEPHONES	401-201	50	235.06
05/29/2019	APCH	94103*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	722.24
05/29/2019	APCH	94105	CORRPRO COMPANIES, INC	WELLHOUSE REPAIRS & MAINTENANCE - L.H	425-473	50	1,740.00
05/29/2019	APCH	94112	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	90.00
05/29/2019	APCH	94114	H AND R CONSTRUCTION INC.	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	6,935.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,500.00
				CHECK APCHK 94114 TOTAL FOR FUND 02:			8,435.00
05/29/2019	APCH	94123	JOSEPH COONS	SCHOOLS CONFERENCE TRAVEL	401-304	50	588.95
05/29/2019	APCH	94130	MIDWEST CHLORINATING & TESTING I	REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	773.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	500.00
				CHECK APCHK 94130 TOTAL FOR FUND 02:			1,273.00
05/29/2019	APCH	94135	OFFICIAL PAYMENTS CORP	FEES DUES SUBSCRIPTIONS	401-307	50	13.65
05/29/2019	APCH	94144	ROBERT'S EXCAVATING	WATER DEPOSIT REFUND	280-131	00	110.00
				CUSTOMER OVERPAYMENT	280-135	00	25.20
				CHECK APCHK 94144 TOTAL FOR FUND 02:			135.20
05/29/2019	APCH	94151*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,922.50
05/29/2019	APCH	94152*#	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	189.90
05/29/2019	APCH	94155	TREASURER, STATE OF ILLINOIS	FEES DUES SUBSCRIPTIONS	401-307	50	10.00

Page 8/10

CHECK DATE FROM 05/15/2019 - 05/29/2019

Amount

4,703.00

196.58

161, 343.25

Check Date Bank Check # Payee

Description

Account Dept

Amount

Fund: 07 POLICE PENSION FUND

05/29/2019 APCH 94121 ILLINOIS STATE TREASURER

DEPT OF INSURANCE FILING FEE

401-531 62

4,316.18

Total for fund 07 POLICE PENSION FUND

4,316.18

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
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Fund: 11 DEBT SERVICE FUND

05/29/2019	APCH	94156*#	UMB BANK N.A.	BOND INTEREST EXPENSE	550-402	70	56,072.00
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TOTAL - ALL FUNDS				Total for fund 11 DEBT SERVICE FUND			56,072.00
							334,789.06

'\*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND  
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT



# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

April 23, 2019

## Mayor

Frank A. Trilla

## Village Clerk

Leroy R. Hansen

## Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

## Village Administrator

Tim Halik

## Chief of Police

Robert Schaller

## Director of Finance

Carrie Dittman

DAVIS, LUCAS  
226 58TH PL  
WILLOWBROOK, IL 60527

Re: Account [REDACTED]  
PIN # [REDACTED]  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 152.55. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 24, 2019, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

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If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



Proud Member of the  
Illinois Route 66 Scenic Byway



# Willowbrook

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Robert Schaller

**Director of  
Finance**

Carrie Dittman

DICKMAN, MARGARET  
5847 HOLMES AVE  
CLARENDON HILLS, IL 60514-1723

Re: Account [REDACTED]  
PIN #: [REDACTED]  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.35. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 24, 2019, will result in the immediate termination of your water service.

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Sincerely,

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Director of Municipal Services



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Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

**Director of  
Finance**

Carrie Dittman

KHATIB, BASSEL  
41 PORTWINE RD  
WILLOWBROOK, IL 60527-2225

Re: Account [REDACTED]  
PIN # [REDACTED]  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 329.87. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 24, 2019, will result in the immediate termination of your water service.

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If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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April 23, 2019

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Paul Oggerino

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**Chief of Police**

Robert Schaller

**Director of  
Finance**

Carrie Dittman

MALUTAN, VASILE  
6201 BENTLEY AVE  
WILLOWBROOK, IL 60527

Re: Account [REDACTED]  
PIN #: [REDACTED]  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 120.87. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 24, 2019, will result in the immediate termination of your water service.

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Sincerely,

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Director of Municipal Services



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Robert Schaller

**Director of  
Finance**

Carrie Dittman

MCMAHON, LATANYA  
44 PORTWINE RD  
WILLOWBROOK, IL 60527-2264

Re: Account [REDACTED]  
PIN # [REDACTED]  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.35. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 24, 2019, will result in the immediate termination of your water service.

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Sincerely,

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Director of Municipal Services



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**Chief of Police**

Robert Schaller

**Director of  
Finance**

Carrie Dittman

O'BRIEN, NATHAN  
6242 CLARENDON HILLS RD  
WILLOWBROOK, IL 60527

Re: Account [REDACTED]  
PIN #: [REDACTED]  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 428.80. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 24, 2019, will result in the immediate termination of your water service.

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If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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**Chief of Police**

Robert Schaller

**Director of  
Finance**

Carrie Dittman

POPELKA, REGINA  
101 58TH PL  
WILLOWBROOK, IL 60527

Re: Account [REDACTED]  
PIN #: [REDACTED]  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 138.20. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 24, 2019, will result in the immediate termination of your water service.

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If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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835 Midway Drive  
Willowbrook, IL 60527-5549

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**Chief of Police**

Robert Schaller

**Director of  
Finance**

Carrie Dittman

ROBINSON, PETER  
362 63RD ST  
WILLOWBROOK, IL 60527-1820

Re: Account [REDACTED]  
PIN #: [REDACTED]  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 182.80. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 24, 2019, will result in the immediate termination of your water service.

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Robert Schaller

**Director of  
Finance**

Carrie Dittman

VAYALIL, JACOB  
351 WILLOWOOD LN  
WILLOWBROOK, IL 60527-3900

Re: Account [REDACTED]  
PIN #: [REDACTED]  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 499.13. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 24, 2019, will result in the immediate termination of your water service.

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Sincerely,

Timothy J. Halik  
Director of Municipal Services



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## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM 5.e. - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION WAIVING COMPITITIVE BIDDING AND APPROVING A CONTRACT BETWEEN THE VILLAGE OF WILLOWBROOK AND L.J. MORSE CONSTRUCTION COMPANY, INC. FOR THE REPAIR OF THE VILLAGE HALL PYLON SIGN IN AN AMOUNT NOT TO EXCEED \$24,500.00

**AGENDA NO. 5.e. 5e****AGENDA DATE:** 05/28/19**STAFF REVIEW:** Mike Mertens, Interim Village Administrator**SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Mike Mertens, Interim Village Administrator**SIGNATURE:** **REVIEWED & APPROVED COMMITTEE:** YES ☒ \_ NO ☐ N/A ☐**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

Village Hall – Repair of Front Pylon Wall – L.J. Morse Construction submitted a proposal to repair the pylon at the front of the Village Hall. Attached is a quote and details of the process for completing the work.

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

We have used L.J. Morse in the past for work for the Village. They did the original design and can match the existing façade. The estimate for the services provided is \$24,500. Due to the past experience, relationship and material matching, Staff recommends waiving the Bid Process for projects over \$20,000 and utilizing L.J. Morse. This item was presented to the Municipal Services Committee and recommends that the Village Board consider the proposal as presented.

**ACTION PROPOSED:** Adopt Resolution.

**RESOLUTION NO. 19-R-\_\_\_\_\_**

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING A  
CONTRACT BETWEEN THE VILLAGE OF WILLOWBROOK AND L.J. MORSE  
CONSTRUCTION COMPANY, INC. FOR THE REPAIR OF THE VILLAGE HALL  
PYLON SIGN IN AN AMOUNT NOT TO EXCEED \$24,500.00**

---

**WHEREAS**, the Corporate Authorities of the Village of Willowbrook have determined that it is in the best interest of the Village to waive competitive bidding and award a contract to L.J. Morse Construction Company, Inc. for the repair of the Village Hall Building Pylon Sign.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, County of DuPage, State of Illinois, that the competitive bid process for the repair of the Village Hall Building Pylon Sign is hereby waived.

**BE IT FURTHER RESOLVED** that that certain Agreement by and between the Village of Willowbrook and L.J. Morse Construction Company, Inc. to repair the Village Hall Building Pylon Sign in an amount not to exceed \$24,500.00 is approved, a copy of which Agreement is attached hereto as Exhibit "A" and made a part hereto.

**BE IT FURTHER RESOLVED** that the Mayor is hereby directed to execute said Agreement and the Village Clerk is hereby directed to attest to the Mayor's signature all on behalf of the Village of Willowbrook.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED and APPROVED this \_\_\_\_ day of May, 2019.

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

## **EXHIBIT A**

## CONTRACT

THIS CONTRACT ENTERED INTO THIS 28th day of May, 2019 between L.J. Morse Construction Company, Inc. ("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 repair the Village Hall Building Pylon Sign.
2. Contractor has submitted a proposal to the Village. Such proposal dated March 28, 2019, including all terms, conditions, requirements and specifications contained therein are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition and requirement 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 128 S. Broadway Avenue, Aurora, Illinois 60505.
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 not to exceed Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).

7. 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 Village of Willowbrook. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by Contractor that:

- A. such records are true and accurate;
- B. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and

C. Contractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

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. (See Attached for Certified Payroll Form)

8. 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.).

9. 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.).

10. Contractor agrees that it, pursuant to 30 ILCS 580/1 et seq. ("Drug-Free Workplace Act"), will provide a drugfree 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.

11. 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.

12. 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).

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

D. 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.

18. 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.

19. 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.

20. 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.

21. All change orders increasing the cost of the contract by Ten Thousand Dollars (\$10,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Ten Thousand Dollars (\$10,000.00) 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.

22. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to L.J. Morse, 185 S. Broadway Avenue, Aurora, Illinois 60505 as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

23. 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.

24. 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:

L.J. MORSE CONSTRUCTION COMPANY, INC.

By: \_\_\_\_\_  
L.J. Morse, its duly authorized agent

ATTEST:

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

Village of Willowbrook

By: \_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

## INSTRUCTIONS FOR CERTIFIED PAYROLL FORM

***PLEASE NOTE: THE SUBMISSION OF FALSIFIED PAYROLL RECORDS IS A CRIMINAL OFFENSE.***

1. For all public works projects, Payroll Certifications and Accompanying Affidavit must be filed with the Village of Willowbrook on a monthly basis under the Illinois Prevailing Wage Act (820 ILCS 130/5).
2. The information must be provided for **each payroll period**. Please note the starting and ending dates of each payroll period in the space provided.
3. If you are a contractor or subcontractor working for the Village of Willowbrook on more than one project, please fill out a form for each project.
4. For each project you worked on for the Village of Willowbrook, you must identify the names of employees that worked on the project and their classifications. You must record the number of hours they worked each day of the pay period, along with the total hourly wages paid during that pay period, including the hourly fringe benefits paid.
5. Please note that pertinent information is required on the second sheet. The Subcontractor information, if applicable, is very important; however, it is **ABSOLUTELY IMPERATIVE** that the **AFFIDAVIT** information be completed in its **ENTIRETY** including **SIGNATURE**. If additional forms are needed and copies are made, please be sure to also duplicate the second sheet. A second sheet **MUST** accompany every certified transcript of payroll form showing that you are swearing that the information on each sheet is accurate.
6. Fringe Benefits **MUST** be paid if required for the work classification, regardless of your union or non-union status.
7. If a fringe benefit is paid into a fund, place the letter "F" behind the rate; if the benefit is included on the employee's payroll check, place the letter "E" behind the rate; credit will be given for health insurance paid, payments made into an ERISA approved pension plan, required vacation and/or training (registration in a BAT-approved program).
8. The items requested under the heading, "Contract Information," help to correctly identify the project. If a Contract or Project Number is not known, please do your best to secure the information. The information requested for "Project" and "Project Location" should **always** be completed.
9. You are invited to visit Illinois Department of Labor's web site at [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol) for more detailed information regarding application of the Prevailing Wage Act.

**AFFIDAVIT****SUBCONTRACTORS****Monthly Statement of Compliance**

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

I, \_\_\_\_\_ (name  
signatory party), \_\_\_\_\_ (title),do hereby state: that I pay or supervise the payment  
of the persons employed on the public works project

\_\_\_\_\_ (name

of project); that during the payroll period commencing

on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), and

ending on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year),

all persons employed on said project have been

paid the full wages earned, that no rebates

have been or will be made either directly or indirectly

to or on behalf of said \_\_\_\_\_

(name of contractor or subcontractor) from the full

wages earned by any person, and that no

deductions have been made either directly or

indirectly from the full wages earned by any

persons, other than permissible deductions as

defined by Federal and/or State law. I further certify

that this payroll is correct and complete; that the wage

rates contained therein are not less than the actual

rates herein stated and that the classification set forth

for each laborers or mechanic conform to the work

he/she performed.

Signature: \_\_\_\_\_

**Attach explanation of monies paid, copy of contract  
or billing, or other pertinent information.**

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Certified Transcript of Payroll

**\*\* Please Note: The submission of falsified payroll records is a criminal offense. \*\***

## Contract Information

Contract Number: \_\_\_\_\_  
 Project Number: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Project Location: \_\_\_\_\_

Pay Period Starting Date: \_\_\_\_\_  
 Pay Period Ending Date: \_\_\_\_\_  
 Date Submitted to City: \_\_\_\_\_

[illegible]

## **EXHIBIT A**



**L.J. MORSE**  
CORPORATION

128 S. Broadway  
Arlton, IL 60404

630 895-2696

FAX 630 896-2697

March 28, 2019

RECEIVED

MAR 28 2019

VILLAGE OF WILLOWBROOK

Mr. Tim Haik  
Village Administrator  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Re: Village Administration Building Sign Pylon Repairs

Mr. Haik,

Thank you for the opportunity to quote this work to you.

Our estimate for the replacement of the damaged limestone on the administration building sign pylon consists of the following:

- Remove and replacement of the broken limestone pieces as visible from the exterior of the pylon.
- Remove and re-install existing signage to allow work to proceed.
- Replace the roofing material on the top of the pylon to provide a weatheright seal
- Project coordination
- Legal disposal of debris generated by this work

We exclude:

Bonds

Premium time

Unforeseen damage

Repairs within the pylon structure

Changing of existing reinforcing or structural steel

Permits and Fees

Any work not specifically stated above

Total estimate \$24,500.00

Please feel free to contact me directly if you have any further questions.

Respectfully,

Louis J. Morse

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM 5.f. - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION APPROVING AN AGREEMENT AND AUTHORIZING THE MAYOR TO EXCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND N. BASTISTICH ARCHITECTS FOR INTERIOR DESIGN OF 825 MIDWAY DRIVE IN AN AMOUNT NOT-TO-EXCEED \$18,250.00

**AGENDA NO. 5.f. 5f****AGENDA DATE:** 05/28/19**STAFF REVIEW:** Mike Mertens, Interim Village Administrator**SIGNATURE:** Michael Mertens**LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** Tom Bastian**RECOMMENDED BY:** Mike Mertens, Interim Village Administrator**SIGNATURE:** Michael Mertens**REVIEWED & APPROVED COMMITTEE:** YES ☒ \_ NO ☐ N/A ☐**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

Architectural Service for CRC Interior Design – N. Batistich Architects has proposed to prepare and provide architectural plans for the villages Community Resource Center Phase II interior build-out. Provided is a proposal of all of the services planned. The program calls for design services and cost estimates in 2019 with the anticipation of requesting budgeted funds for the 2020/21 FY to complete the interior work.

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

We have used N. Batistich Architects in the past for design work for the Village. The proposal for the services provided is \$18,250.00. This item was discussed and recommend by the Municipal Services Committee on May 13, 2019. The Committee recommended a program statement, staff interviews and design meetings with staff and board representatives to ensure a thorough design to meet the stakeholder needs.

**ACTION PROPOSED:** Adopt Resolution.

**RESOLUTION NO. 19-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT AND AUTHORIZING THE MAYOR  
TO ACCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES  
BETWEEN THE VILLAGE OF WILLOWBROOK AND N. BATISTICH ARCHITECTS  
FOR THE INTERIOR DESIGN OF 825 MIDWAY DRIVE**

---

**WHEREAS**, the Village of Willowbrook is a home-rule unit of government as provided by Article VII, Section 6, of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village, it is necessary, advisable and in the public interest to enter into a Professional Services Agreement with N. Batistich Architects to provide interior design services to the Village for 825 Midway Drive, Willowbrook, Illinois; and

**WHEREAS**, N. Batistich Architects have demonstrated the requisite skill and qualifications with respect to design and bidding document preparation; and

**WHEREAS**, the Village has a satisfactory past professional relationship with N. Batistich Architects.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, County of DuPage, State of Illinois, a that a Professional Services Agreement by and between the Village of Willowbrook and N. Batistich Architects is hereby approved in substantially the same form as attached hereto as Exhibit "A".

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BE IT FURTHER RESOLVED** that that Mayor be and the same is hereby authorized to execute the final agreement on behalf of the Village of Willowbrook upon approval of the final Agreement by the Village Attorney, and the Village Clerk is directed to attest to said signature of the Mayor.

ADOPTED and APPROVED this \_\_\_\_ day of May, 2019.

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:      AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

## **EXHIBIT A**

# DRAFT AIA® Document B104™ - 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the  day of  in the year   
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Village of Willowbrook

10000 N. Willowbrook Ave.

Willowbrook, IL 60097

and the Architect:  
(Name, legal status, address and other information)

H. H. H. Architects

10000 N. Willowbrook Ave.

Willowbrook, IL 60097

for the following Project:  
(Name, location and detailed description)

Village of Willowbrook Board and Community Center

10000 N. Willowbrook Ave.

Willowbrook, IL 60097

The Owner and Architect agree as follows:

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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2	ARCHITECT'S RESPONSIBILITIES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Interior Remodel / Buildout of approximately 7,100 s.f. based on completed preliminary sketches. «»

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8.

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability



.2 Automobile Liability



.3 Workers' Compensation



.4 Professional Liability



## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations

from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### § 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

« »

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services ~~« »~~ ( « » ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within ~~« »~~ ( « » ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site, and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices, or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work, or
5. implement any other mutually acceptable alternative

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect 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 binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. 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.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located ~~excluding that~~ jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, ~~assigns and legal~~ representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender ~~providing financing for the Project~~ if the lender agrees to assume the Owner's rights and obligations under this Agreement, ~~including any payments due to~~ the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed ~~language of such~~ certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require ~~knowledge~~ services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a ~~cause of~~ action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, ~~removal~~ or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project ~~site~~.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include

information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- 1 Stipulated Sum  
(Insert amount)

\_\_\_\_\_

- 2 Percentage Basis  
(Insert percentage value)

\_\_\_\_\_ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- 3 Other  
(Describe the method of compensation)

\_\_\_\_\_

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent ( « »%), or as follows:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase  
Construction Documents  
Phase  
Construction Phase

\_\_\_\_\_

percent ( \_\_\_\_\_ %)

\_\_\_\_\_

percent ( \_\_\_\_\_ %)

\_\_\_\_\_

percent ( \_\_\_\_\_ %)

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Total Basic Compensation one hundred percent ( 100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate
----------------------	------

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence.
2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
3. Permitting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8. Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses; and
11. Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expense incurred by the Architect and the Architect's consultants plus a percent ( « » %) of the expenses incurred.

#### § 11.9 Payments to the Architect

##### § 11.9.1 Initial Payment

An initial payment of ~~Three Thousand Dollars~~ (\$ ~~3,000.00~~ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

##### § 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « » ( « » ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

« »

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

1. AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
2. AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203–2013 incorporated into this agreement.)  
« »
3. Exhibits  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)  
« »
4. Other documents  
(List other documents, if any, including additional scopes of service forming part of the Agreement.)  
« »

This Agreement entered into as of the day and year first written above:

OWNER (Signature)

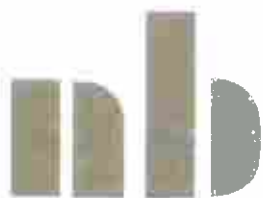
« »

(Printed name and title)

ARCHITECT (Signature)

« »

(Printed name, title, and license number, if required)



Simon Batistich Architect, P.C.

1000 WILLOWBROOK DRIVE, SUITE 200  
WILLOWBROOK, ILLINOIS 60091-3800  
TEL: 630.584.1000  
FAX: 630.584.1001  
E-MAIL: SIMON@BATISTICH-ARCHITECT.COM

March 27, 2019

Tim Hallik  
Village Administrator  
Village of Willowbrook  
Willowbrook, IL



Re: **Approximately 7,100 s.f. Remodel / Buildout**  
**Village of Willowbrook Board and Community Center**  
**Phase II: Interior Buildout**

We are hereby proposing to prepare and provide architectural plans and services for Phase II of the construction of a new Council Chamber / Multi-Purpose Space in the existing building located at 825 Midway Dr., Willowbrook, IL. Our services shall include the following:

- Prepare Architectural Working Plans with Specifications
- Provide all Structural Design
- Provide Plumbing, Electrical, and HVAC Design
- Review all shop drawings
- Provide on-site inspections during construction to assure compliance with Architect's Documents
- Provide Final Inspection and Punch List

Not included: Civil/Site Improvement drawings,  
Fire Suppression/Alarm System design

For the above services, our fee will be \$ 18,250.00, payable as follows:

- \$ 3,000.00 retainer upon signing of this agreement
- \$ 10,000.00 at completion of Working Drawings
- \$ 2,500.00 at issuance of building permit
- \$ 2,750.00 at final completion

Sincerely,

  
Simon Batistich, A.L.A.

accepted,

\_\_\_\_\_  
date \_\_\_\_\_

**RESOLUTION NO. 19-R-\_\_\_\_\_**

**A RESOLUTION WAIVING QUALIFICATIONS BASED SELECTION  
REQUIREMENTS AND AUTHORIZING THE MAYOR TO ACCEPT AND  
EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN THE  
VILLAGE OF WILLOWBROOK AND N. BATISTICH ARCHITECTS FOR THE  
INTERIOR DESIGN OF 825 MIDWAY DRIVE**

---

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village of Willowbrook (the "Village") it is advisable, necessary and in the best interest of the Village that the Village waive Qualifications-Based Selection requirements for the redesign of the Village's Parks and Community Building located at 825 Midway Drive; and,

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village it is necessary, advisable and in the public interest to enter into a Professional Services Agreement with N. Batistich Architects to provide design and bidding document preparation for the project; and

**WHEREAS**, N. Batistich Architects have demonstrated the requisite skill and qualifications with respect to design and bidding document preparation.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that a Professional Services Agreement by and between the Village of Willowbrook and N. Batistich Architects is hereby approved in substantially the same form as attached hereto together with amendments, all attached hereto as Exhibit "A".

**BE IT FURTHER RESOLVED** that the Mayor be and the same is hereby authorized to execute the final agreement on behalf of the Village of Willowbrook upon approval of the final agreement by the Village Attorney, and the Village Clerk is directed to attest to said signature of the mayor.

ADOPTED and APPROVED this 13<sup>th</sup> day of May 2019.

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM 5.g. - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE, A PROPOSAL FOR PROFESSIONAL BETWEEN THE VILLAGE OF WILLOWBROOK AND CHRISTOPHER B. BURKE ENGINEERING FOR ENGINEERING DESIGN, PLANS AND BID SPECIFICATIONS FOR A PERMEABLE PAVER PARKING LOT

**AGENDA NO. 5.g. 5g****AGENDA DATE:** 05/28/19**STAFF REVIEW:** Mike Mertens, Interim Village Administrator**SIGNATURE:** Michael Mertens**LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** Tom Bastian**RECOMMENDED BY:** Mike Mertens, Interim Village Administrator**SIGNATURE:** Michael Mertens**REVIEWED & APPROVED COMMITTEE:** YES ☒ \_ NO ☐ N/A ☐**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

Village Hall – Parking Lot Renovation – Christopher B. Burke Engineering has submitted a proposal for the preparation of plans for the permeable paving parking lot for the Village Hall. Because DuPage County will be providing a grant of 25% of the cost of the project, an education component is required and will provide exhibit boards to be placed in the Village Hall lobby explaining the benefits of the permeable pavers. Attached are the details of the proposal.

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

The scope of services for this item calls for engineering design, plans and bid specifications. Construction observation will be billed on an hourly rate. It is anticipated that the Village could have a bid opening in July with a contract award in August. A 60-day construction time frame would allow for completion no later than October 31, 2019. This item was presented to the Municipal Services Committee for review, follow up documentation from the March Budget workshop was supplied to the committee.

**ACTION PROPOSED:** Adopt Resolution.

**RESOLUTION NO. 19-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE, A PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND CHRISTOPHER B. BURKE ENGINEERING FOR ENGINEERING DESIGN, PLANS AND BID SPECIFICATIONS FOR A PERMEABLE PAVER PARKING LOT**

---

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village, it is necessary, advisable and in the public interest to approve a Professional Services Proposal with Christopher B. Burke Engineering to provide interior design services to the Village for 835 Midway Drive, Willowbrook, Illinois; and

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, County of DuPage, State of Illinois, that the Professional Services Proposal, attached hereto as Exhibit "A", by and between the Village of Willowbrook and Christopher B. Burke Engineering for engineering design, plans and bid specifications for a permeable paver parking lot at a cost not to exceed \$9,500.00 is hereby approved.

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to execute, on behalf of the Village, the Proposal submitted by Christopher B. Burke Engineering, and the Village Clerk is directed to attest to said signature of the Mayor.

ADOPTED and APPROVED this \_\_\_\_ day of May, 2019.

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

---

Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

## EXHIBIT A



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018 TEL (847) 323-0500 FAX (847) 323-0520

April 25, 2019

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Timothy Hallik, Village Administrator

Subject: Proposal for Permeable Paver Parking Lot

Dear Tim:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for the preparation of plans and specifications, part time construction observation, and preparation of informational exhibits. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

CBBEL understands that the Village plans to reconstruct the Village Hall parking lot west of the building with a permeable paver surface. The existing asphalt pavement and base, along with the sidewalk adjacent to the building will be removed and reconstructed. The parking lot surface will be permeable pavers and the sidewalk will be Portland cement concrete. We anticipate that the handicapped parking stalls will also be concrete. CBBEL will prepare plans and bid documents for the project, as well as construction observation as requested. Because the project is using funding from DuPage County, an education component is required, and we will provide exhibit boards to be placed in the Village Hall lobby explaining the benefits of the permeable pavers.

**SCOPE OF SERVICES**

CBBEL has developed the following scope of services for the successful completion of the project.

**Task 1 – Preparation of Plans and Specifications/ Bid Documents**

We will use the topographic survey previously prepared of the property as the basis of the plans for this project. It is anticipated that the plan set will include the following pages:

1. Cover Sheet
2. Existing Conditions
3. Proposed Geometry and Grades
4. Project Details

We will also prepare a booklet of specifications and bid documents to accompany the plans and solicit contractor proposals. This task will include assistance during bidding and attendance at the bid opening, as well as a bid tabulation and recommendation to award the contract.

### **Task 2 – Construction Observation**

CBBEL will provide “on call” construction observation as needed throughout the project as requested by Village Staff. This is similar to the level of service provided on the previous municipal campus construction projects over the last few years. The level of effort required will be dictated by Village staff and the request for our presence on site.

### **Task 3 – Preparation of Exhibit Boards**

CBBEL will prepare exhibit boards which can be posted in the Village Hall lobby, or other locations as determined by Village Staff. A brief project description will also be prepared for use in Village newsletters or news releases.

### **ESTIMATE OF FEE**

Our estimated fee for this project is as follows:

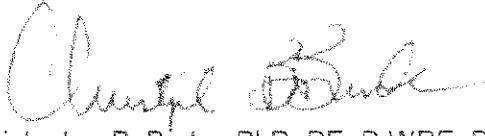
Task 1 – Plans and Specifications	\$	8,000
Task 2 – Construction Observation	\$	Hourly
Task 3 – Exhibit Boards	\$	1,000
Direct Costs	\$	500
<b>Total*</b>		<b>\$ 9,500</b>

*\*The total does not include services during construction, which will be billed on a time and material basis, as requested.*

We anticipate completing Task 1 within two months of receiving a signed contract and having the project ready to issue for bids. We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the General Term and Conditions previously established with the Village. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are not included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Encl. Schedule of Charges

THIS PROPOSAL AND SCHEDULE OF CHARGES ACCEPTED FOR THE VILLAGE OF  
WILLOWBROOK

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2019**

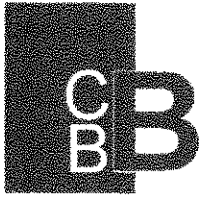
<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	265
Engineer VI	241
Engineer V	200
Engineer IV	163
Engineer III	146
Engineer I/II	116
Survey V	220
Survey IV	188
Survey III	165
Survey II	121
Survey I	96
Engineering Technician V	190
Engineering Technician IV	155
Engineering Technician III	140
Engineering Technician I/II	65
CAD Manager	170
Assistant CAD Manager	147
CAD II	130
GIS Specialist III	142
GIS Specialist I/II	90
Landscape Architect	163
Environmental Resource Specialist V	208
Environmental Resource Specialist IV	163
Environmental Resource Specialist III	134
Environmental Resource Specialist I/II	90
Environmental Resource Technician	110
Administrative	100
Engineering Intern	61
Information Technician III	125
Information Technician I/II	112

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2019.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

May 8, 2019

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Michael Mertens

Subject: Village Hall – Permeable Pavers  
(CBBEL Project No. 900144)

Dear Michael:

As requested, we have prepared this letter to outline our anticipated timeframe for the reconstruction of the Village Hall parking lot. The existing asphalt lot will be removed and replaced with a permeable paver lot with shared funding from Du Page County water quality funds. It is our understanding that the proposal for design and construction services will go before the Municipal Services Committee and then the Village Board for approval on May 28, 2019. We anticipate being able to complete the design and bid documents by the end of June. There is no outside agency approval necessary prior to soliciting bids. We would suggest scheduling a bid opening in late July, so that a recommendation to award a construction contract can be presented to the Village Board for approval in August. With 60 days for construction, that would allow for a completion date of no later than October 31, 2019. This is in compliance with the funding agreement the Village has with the County. We will certainly try to expedite the timeframe to the extent possible.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Daniel Lynch', is written over a light blue horizontal line.

Daniel L. Lynch, PE, CFM  
Head, Municipal Engineering Department

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM 6. - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK SUPPORTING THE DUPAGE COUNTY COALITION TOURISM LEGISLATION INITIATIVE TO GRANT THE COUNTY OF DUPAGE AUTHORITY TO ADOPT A HOTEL OCCUPANCY TAX

AGENDA NO. 6. **6**

AGENDA DATE: 05/28/19

STAFF REVIEW: Mike Mertens, Interim Village Administrator

SIGNATURE: Michael Mertens

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: Tom Bastian

RECOMMENDED BY: Mike Mertens, Interim Village Administrator

SIGNATURE: Michael Mertens

REVIEWED & APPROVED COMMITTEE: YES ☐ \_ NO ☐ N/A ☒

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

The DuPage Convention and Visitors Bureau (CVB) is the official marketing organization for DuPage, Illinois' second largest county. The DuPage CVB works continuously to promote and bring meetings, events, sporting tournaments and leisure travelers to DuPage which contributes to the economic vitality of DuPage County and its residents. In order to stay competitive in the travel and tourism marketplace, it is critical that DuPage County be given an option to adopt a hotel occupancy tax on all hotels in DuPage County with revenue received to be reinvested back into tourism and economic development.

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

This Resolution would lend support in the efforts for the DuPage County Coalition Tourism Legislation to Grant the County Authority to Adopt a Hotel Occupancy Tax.

ACTION PROPOSED: Adopt Resolution.

**RESOLUTION NO. 19-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK SUPPORTING THE  
DUPAGE COUNTY COALITION TOURISM LEGISLATIVE INITIATIVE TO GRANT  
THE COUNTY OF DUPAGE AUTHORITY TO ADOPT A HOTEL OCCUPANCY TAX**

---

**WHEREAS**, the DuPage Convention and Visitors Bureau (“DuPage CVB”), is the official marketing organization for DuPage, Illinois’ second largest county; and

**WHEREAS**, DuPage CVB works continuously to promote and bring meetings, events, sporting tournaments and leisure travelers to DuPage which contributes to the economic vitality of DuPage County and its residents; and

**WHEREAS**, in order to stay competitive in the travel and tourism marketplace, it is critical that DuPage County be given an option to adopt a hotel occupancy tax on all hotels in DuPage County with revenue received to be reinvested back into tourism and economic development.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, County of DuPage, State of Illinois, that the Village supports legislation granting DuPage County the option to adopt a hotel occupancy tax on all hotels in DuPage County with the revenue raised to be reinvested back into tourism and economic development in DuPage County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED and APPROVED this \_\_\_\_ day of May, 2019.

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

## **EXHIBIT A**

## **LEGISLATIVE AUTHORIZATION FOR A DUPAGE COUNTY HOTEL TAX FOR TOURISM AND ECONOMIC DEVELOPMENT PURPOSES**

### About the DuPage Convention & Visitors Bureau

The DuPage Convention & Visitors Bureau (DuPage CVB) is the official destination marketing organization for DuPage, Illinois' second largest county comprised of 38 communities. The DuPage CVB works to bring meetings, events, sporting tournaments, and leisure travelers to DuPage. This visitation ultimately contributes to the economic vitality of the county and its residents. For more information, visit [www.discoverdupage.com](http://www.discoverdupage.com).

**The DuPage CVB is the second largest certified destination marketing organization in the state.**

- With 110 hotels and nearly 16,000 hotel rooms, DuPage has one of the larger suburban hotel markets in the country
- DCVB membership includes 300+ businesses and organizations

### Tourism is an Essential Economic Driver

Destination promotion is a vital component of the county's economic development strategy. During the last five years, increases in the key performance indicators – spending, tax revenue and jobs – have shown an annual increase. The growth represents a savings of approximately \$1,300/year in taxes for the average DuPage County household, according to the Illinois Office of Tourism.

In 2017, visitation throughout DuPage generated (noting increase from prior year):

- 23,000+ jobs (+1.7%)
- \$2.6 billion in revenues (+3%)
- \$160 million in state tax receipts (+8.7%)
- \$46 million in local tax receipts (+3%)

### Current Challenge – Loss of Market Share

Due to significant investment by our competitors, DuPage's growth is slowing while theirs is quickening. The competition is surpassing us in market share and continues to gain momentum. We are at a critical crossroads in an increasingly competitive space.

- If DuPage maintained market share of 2014, an additional \$25 million in expenditures would have been retained;
- Peer competitors include destinations such as Columbus, Grand Rapids, Indianapolis, Milwaukee, and St. Louis, and local competitors include Chicago, Rockford and Rosemont;
- Chicago is projected to add more than 4,300 hotel rooms to its inventory by 2021, affecting hotels' competitive rate — and consequently DuPage's competitive advantage;
- Chicago and Rosemont benefit from sizeable incentive funds to secure meetings and events fed through the state-approved Airport Departure Tax. The DuPage CVB's incentive program – while successful – can't compete.

- Other competitive bureaus, even smaller than DuPage, have been able to create large sports destinations, entertainment offerings, and mixed-use complexes with additional funding.

## The Solution – DuPage County's Foundation for Tourism

**Allow authorization for DuPage County to impose a hotel/motel tax on all hotels in the county;** DuPage County needs state authorizing legislation since it is a non-home rule county.

- A 2.5% increase would still be below the national average and allow for a competitive rate;
- A 1.5% increase (approximately \$5.2 million) in addition to the local hotel/motel tax contribution would bring DuPage closer to parity level;
- Based on conservative industry standards, DuPage could realize a 5 to 1 return on its investment for state, county, and local tax returns and auxiliary spending.

## Increased Investment

In 2017, DuPage County hotels generated \$16 million in state hotel/motel tax; however, the DuPage CVB is a capped bureau and receives \$1 million annually from the Local Tourism Fund (from the Department of Commerce and Economic Opportunity) that must be matched, and is restricted in use. With this amount, membership and contributions from local communities, the DuPage CVB's budget does not compete with its competitors.

- Competitor budget range: Grand Rapids - \$5 million, Hamilton County, IN - \$8 million, St. Louis - \$12 million;
- DuPage CVB's approximate \$2 million budget is less than 1/3<sup>rd</sup> of the funding levels of the typical destination marketing organization with a similar industry base;
- An increase in hotel occupancy by just one percentage point would mean another 75,000 hotel rooms booked, and conservatively, \$6 million in hotel revenue for our county, communities and state;
- Destination promotion fuels development across the entire economic spectrum. In addition to generating jobs and tax revenues, the DuPage CVB contributes to broader economic growth by creating awareness of the county's 38 communities, attracting decision makers, and improving the quality of place for DuPage County's one million residents.
- Increasing the tourism funding base in DuPage County will help ensure the health and vibrancy of this base industry that brings new spending into the county. In addition, it will advance DuPage's presence in the marketplace and increase visitation.

**With additional funding, the DuPage CVB can attract more meetings/events; elevate promotional efforts to be reflective of a county the size of DuPage; and establish a sports tourism program.**

*Note: this legislation allows for the authorization for the tax by the County Board, not the actual levy of the tax*

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:****AGENDA NO.****7**

ANNUAL APPROPRIATION ORDINANCE, VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2019 AND ENDING APRIL 30, 2020

**AGENDA DATE:** 5/28/2019**STAFF REVIEW:** Carrie Dittman, Director of Finance**SIGNATURE:****LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:** YES ☒ NO ☐ N/A ☐**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

Submitted for your adoption is the Annual Appropriation Ordinance for the fiscal year commencing on May 1, 2019 and ending April 30, 2020, of the Village of Willowbrook, DuPage County, Illinois. The Village is under the Illinois Appropriation Act and each year is required to adopt an appropriation ordinance within the first quarter of the fiscal year.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

The ordinance presented for your approval provides expenditure/expense amounts by fund that the Village cannot exceed in the fiscal year 2019-20. The ordinance does not replace the previously adopted Administrative Budget that serves as the management tool to monitor expenditures/expenses against approved budgeted line items.

Also attached is the Certificate of Estimated Revenues.

**ACTION PROPOSED:**

Pass the ordinance.

ORDINANCE NO. 19-O-\_\_\_\_\_

ANNUAL APPROPRIATION ORDINANCE  
VILLAGE OF WILLOWBROOK  
DUPAGE COUNTY, ILLINOIS  
FOR THE FISCAL YEAR BEGINNING  
MAY 1, 2019 AND ENDING APRIL 30, 2020

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

SECTION ONE: That the following sums, or so much thereof as hereby may be authorized by law, be and the same are hereby appropriated to pay all necessary expenses and liabilities of the Village of Willowbrook, DuPage County, Illinois, for the fiscal year beginning May 1, 2019 and ending April 30, 2020, for a General Corporate Fund, a Water Fund, a Hotel/Motel Tax Fund, a Motor Fuel Tax Fund, a Special Service Area Bond and Interest Fund, a Water Capital Improvements Fund, a Debt Service Fund, a Land Acquisition, Facility Expansion and Renovation Fund, a Rt. 83/Plainfield Road Business District Tax Fund and a Police Pension Fund, such appropriations are hereby made for the following objects and purposes:

SECTION TWO: Any sums of money heretofore appropriated and not heretofore expended, and now in the Village Treasury of the Village of Willowbrook is and are hereby appropriated by this Ordinance.

SECTION THREE: All ordinances or resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION FOUR: This Ordinance shall be in force and effect after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this \_\_\_<sup>th</sup> day of May, 2019.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:   AYES: \_\_\_\_\_  
                      NAYS: \_\_\_\_\_  
                      ABSENT: \_\_\_\_\_  
                      ABSTENTIONS: \_\_\_\_\_

VILLAGE OF WILLOWBROOK  
APPROPRIATION  
FISCAL YEAR MAY 1 2019 - APRIL 30, 2020

GL NUMBER	DESCRIPTION	2019-20 APPROVED BUDGET	2019-20 APPROPRIATION
<b>FUND 01 - GENERAL FUND</b>			
Dept 05 - VILLAGE BOARD & CLERK			
01-05-400-147	MEDICARE	922	1,844.00
01-05-400-161	SOCIAL SECURITY	3,943	7,886.00
01-05-410-101	SALARIES - MAYOR & VILLAGE BOARD	56,400	112,800.00
01-05-410-125	SALARY - VILLAGE CLERK	7,200	14,400.00
01-05-410-141	LIFE INSURANCE - ELECTED OFFICIALS	816	1,632.00
01-05-410-201	PHONE - TELEPHONES	696	1,392.00
01-05-410-301	OFFICE SUPPLIES	500	1,000.00
01-05-410-303	FUEL/MILEAGE/WASH	100	200.00
01-05-410-304	SCHOOLS/CONFERENCES/TRAVEL	5,770	11,540.00
01-05-410-305	STRATEGIC PLANNING	5,000	10,000.00
01-05-410-307	FEES/DUES/SUBSCRIPTIONS	2,341	4,682.00
01-05-417-212	EDP EQUIPMENT/SOFTWARE	6,000	12,000.00
01-05-420-365	PUBLIC RELATIONS	500	1,000.00
Totals for dept 05 - VILLAGE BOARD & CLERK		90,188	180,376.00
Dept 07 - BOARD OF POLICE COMMISSIONERS			
01-07-400-147	MEDICARE	9	18.00
01-07-400-161	SOCIAL SECURITY	37	74.00
01-07-435-148	LIFE INSURANCE - COMMISSIONERS	274	548.00
01-07-435-239	FEES - BOPC ATTORNEY	6,000	12,000.00
01-07-435-301	OFFICE SUPPLIES	100	200.00
01-07-435-302	PRINTING & PUBLISHING	4,000	8,000.00
01-07-435-304	SCHOOLS/CONFERENCES/TRAVEL	1,000	2,000.00
01-07-435-307	FEES/DUES/SUBSCRIPTIONS	500	1,000.00
01-07-435-311	POSTAGE & METER RENT	500	1,000.00
01-07-440-542	EXAMS - WRITTEN	20,000	40,000.00
01-07-440-543	EXAMS - PHYSICAL	2,000	4,000.00
01-07-440-544	EXAMS - PSYCHOLOGICAL	2,500	5,000.00
01-07-440-545	EXAMS - POLYGRAPH	1,000	2,000.00
Totals for dept 07 - BOARD OF POLICE COMMISSIONERS		37,920	75,840.00
Dept 10 - ADMINISTRATION			
01-10-400-147	MEDICARE	4,299	8,598.00
01-10-400-151	IMRF	35,038	70,076.00
01-10-400-161	SOCIAL SECURITY	15,738	31,476.00
01-10-400-171	SUI - UNEMPLOYMENT	233	466.00
01-10-455-101	SALARIES - MANAGEMENT STAFF	134,137	268,274.00
01-10-455-102	OVERTIME	5,000	10,000.00
01-10-455-105	ASSISTANT VILLAGE ADMINISTRATOR	91,750	183,500.00
01-10-455-107	ADMINISTRATIVE INTERN	9,984	19,968.00
01-10-455-126	SALARIES - CLERICAL	55,342	110,684.00
01-10-455-131	PERSONNEL RECRUITMENT	700	1,400.00
01-10-455-141	HEALTH/DENTAL/LIFE INSURANCE	70,135	140,270.00
01-10-455-201	PHONE - TELEPHONES	25,051	50,102.00
01-10-455-266	CODIFY ORDINANCES	2,500	5,000.00
01-10-455-301	OFFICE SUPPLIES	10,000	20,000.00
01-10-455-302	PRINTING & PUBLISHING	2,500	5,000.00
01-10-455-303	FUEL/MILEAGE/WASH	1,500	3,000.00
01-10-455-304	SCHOOLS/CONFERENCES/TRAVEL	2,000	4,000.00
01-10-455-305	STRATEGIC PLANNING	2,000	4,000.00
01-10-455-307	FEES/DUES/SUBSCRIPTIONS	13,000	26,000.00
01-10-455-311	POSTAGE & METER RENT	5,000	10,000.00
01-10-455-315	COPY SERVICE	4,800	9,600.00
01-10-455-355	COMMISSARY PROVISION	1,500	3,000.00
01-10-455-409	MAINTENANCE - VEHICLES	2,000	4,000.00
01-10-455-411	MAINTENANCE - EQUIPMENT	500	1,000.00

GL NUMBER	DESCRIPTION	2019-20	2019-20
		APPROVED BUDGET	APPROPRIATION
01-10-460-212	EDP EQUIPMENT/SOFTWARE	27,863	55,726.00
01-10-460-225	INTERNET/WEBSITE HOSTING	8,343	16,686.00
01-10-460-263	EDP LICENSES	2,325	4,650.00
01-10-460-267	DOCUMENT STORAGE/SCANNING	2,740	5,480.00
01-10-460-305	EDP PERSONNEL TRAINING	500	1,000.00
01-10-460-331	OPERATING SUPPLIES	500	1,000.00
01-10-466-228	MAINTENANCE - BUILDING	50,000	100,000.00
01-10-466-236	NICOR GAS (835 MIDWAY)	2,000	4,000.00
01-10-466-240	ENERGY/COMED (835 MIDWAY)	2,500	5,000.00
01-10-466-251	SANITARY (835 MIDWAY)	800	1,600.00
01-10-466-293	LANDSCAPE - VILLAGE HALL	1,500	3,000.00
01-10-466-351	BUILDING MAINTENANCE SUPPLIES	5,000	10,000.00
01-10-470-239	FEES - VILLAGE ATTORNEY	70,000	140,000.00
01-10-470-241	FEES - SPECIAL ATTORNEY	7,500	15,000.00
01-10-475-365	PUBLIC RELATIONS	5,000	10,000.00
01-10-475-366	NEWSLETTER	500	1,000.00
01-10-475-367	CRISIS MANAGEMENT	300,000	600,000.00
01-10-475-370	MEALS-ON-WHEELS	2,000	4,000.00
01-10-480-272	INSURANCE - IRMA	230,960	461,920.00
01-10-480-273	SELF INSURANCE - DEDUCTIBLE	10,000	20,000.00
01-10-480-276	WELLNESS	4,870	9,740.00
01-10-485-602	BUILDING IMPROVEMENTS	460,507	921,014.00
01-10-485-611	FURNITURE & OFFICE EQUIPMENT	2,500	5,000.00
01-10-900-112	TRANSFER TO DEBT SERVICE - 2015	278,873	557,746.00
01-10-900-114	TRANSFER TO LAFER	120,000	240,000.00
Totals for dept 10 - ADMINISTRATION		2,091,488	4,182,976.00
Dept 15 - PLANNING & ECONOMIC DEVELOPMENT			
01-15-400-147	MEDICARE	338	676.00
01-15-400-151	IMRF	2,852	5,704.00
01-15-400-161	SOCIAL SECURITY	1,446	2,892.00
01-15-400-171	SUI - UNEMPLOYMENT	31	62.00
01-15-510-102	OVERTIME	500	1,000.00
01-15-510-126	SALARIES - CLERICAL	22,816	45,632.00
01-15-510-141	HEALTH/DENTAL/LIFE INSURANCE	7,804	15,608.00
01-15-510-232	CONSULTANTS - DESIGN & OTHER	45,000	90,000.00
01-15-510-301	OFFICE SUPPLIES	250	500.00
01-15-510-302	PRINTING & PUBLISHING	2,000	4,000.00
01-15-510-304	SCHOOLS/CONFERENCES/TRAVEL	500	1,000.00
01-15-510-307	FEES/DUES/SUBSCRIPTIONS	500	1,000.00
01-15-510-311	POSTAGE & METER RENT	500	1,000.00
01-15-510-340	LIFE INSURANCE - PLAN COMMISSION	1,002	2,004.00
01-15-510-401	OPERATING EQUIPMENT	500	1,000.00
01-15-515-305	EDP PERSONNEL TRAINING	1,800	3,600.00
01-15-520-229	RENT - MEETING ROOM	250	500.00
01-15-520-245	FEES - ENGINEERING	2,500	5,000.00
01-15-520-246	FEES - COURT REPORTER	1,500	3,000.00
01-15-520-254	PLAN REVIEW - ENGINEER	5,000	10,000.00
01-15-520-257	PLAN REVIEW - PLANNER	80,000	160,000.00
01-15-520-258	PLAN REVIEW - TRAFFIC CONSULTANT	3,000	6,000.00
Totals for dept 15 - PLANNING & ECONOMIC DEVELOPMENT		180,089	360,178.00
Dept 20 - PARKS & RECREATION			
01-20-400-147	MEDICARE	762	1,524.00
01-20-400-151	IMRF	4,649	9,298.00
01-20-400-161	SOCIAL SECURITY	3,259	6,518.00
01-20-400-171	SUI - UNEMPLOYMENT	131	262.00
01-20-455-201	PHONE - TELEPHONES	1,600	3,200.00
01-20-550-101	SALARIES - PERMANENT EMPLOYEES	34,596	69,192.00
01-20-550-104	PART TIME - CLERICAL	10,973	21,946.00
01-20-550-148	LIFE INSURANCE - COMMISSIONERS	1,113	2,226.00
01-20-550-201	EMERGENCY TELEPHONE LINE	100	200.00
01-20-550-302	PRINTING & PUBLISHING	16,500	33,000.00

GL NUMBER	DESCRIPTION	2019-20	2019-20
		APPROVED BUDGET	APPROPRIATION
01-20-550-303	FUEL/MILEAGE/WASH	250	500.00
01-20-550-311	POSTAGE & METER RENT	2,500	5,000.00
01-20-555-212	EDP EQUIPMENT/SOFTWARE	6,000	12,000.00
01-20-555-306	CONSULTING SERVICES	7,500	15,000.00
01-20-565-341	PARK LANDSCAPE SUPPLIES	7,400	14,800.00
01-20-565-342	LANDSCAPE MAINTENANCE SERVICES	54,900	109,800.00
01-20-570-102	OVERTIME	7,000	14,000.00
01-20-570-103	PART TIME - LABOR	1,500	3,000.00
01-20-570-228	MAINTENANCE - PARK BUILDINGS - HVAC	2,386	4,772.00
01-20-570-234	RENT - EQUIPMENT	300	600.00
01-20-570-235	NICOR GAS (825 MIDWAY)	1,200	2,400.00
01-20-570-240	ENERGY/COMED (825 MIDWAY)	1,000	2,000.00
01-20-570-250	SANITARY (825 MIDWAY)	50	100.00
01-20-570-278	SANITARY USER CHARGE - PARKS	3,000	6,000.00
01-20-570-280	BALLFIELD MAINTENANCE/SUPPLIES	6,500	13,000.00
01-20-570-281	CONTRACTED MAINTENANCE	46,000	92,000.00
01-20-570-331	MAINTENANCE SUPPLIES	9,500	19,000.00
01-20-570-411	MAINTENANCE - EQUIPMENT	5,000	10,000.00
01-20-575-119	SUMMER PROGRAM MATERIALS & SERVICES	8,000	16,000.00
01-20-575-517	SENIORS PROGRAM	5,333	10,666.00
01-20-580-118	FALL PROGRAM MATERIALS & SERVICES	550	1,100.00
01-20-580-517	SENIORS PROGRAM	5,333	10,666.00
01-20-585-112	RECREATION INSTRUCTORS	500	1,000.00
01-20-585-121	WINTER PROGRAM MATERIALS & SERVICES	2,000	4,000.00
01-20-585-150	CHILDRENS SPECIAL EVENTS - OTHER	2,800	5,600.00
01-20-585-151	FAMILY SPECIAL EVENT - MOVIE NIGHT	1,800	3,600.00
01-20-585-152	FAMILY SPECIAL EVENT - TREE LIGHTING	4,000	8,000.00
01-20-585-153	FAMILY SPECIAL EVENT - BACK TO SCHOOL	1,500	3,000.00
01-20-585-154	FAMILY SPECIAL EVENT - RACE	10,425	20,850.00
01-20-585-155	CHILDREN'S HOLIDAY PARTY	4,700	9,400.00
01-20-585-157	COMMUNITY PICNIC	3,000	6,000.00
01-20-585-517	SENIORS PROGRAM	5,333	10,666.00
01-20-586-112	RECREATION INSTRUCTORS - SPRING	200	400.00
01-20-586-121	SPRING PROGRAM MATERIALS & SERVICES	400	800.00
01-20-590-518	SPECIAL RECREATION ASSOC PROGRAM DUE	38,540	77,080.00
01-20-590-519	ADA PARK MAINTENANCE	4,750	9,500.00
01-20-590-520	ADA RECREATION ACCOMMODATIONS	7,700	15,400.00
01-20-590-521	ADA PARK IMPROVEMENTS	95,000	190,000.00
01-20-595-692	LANDSCAPING	1,000	2,000.00
01-20-595-693	COURT IMPROVEMENTS	1,500	3,000.00
01-20-595-695	PARK IMPROVEMENTS - NEIGHBORHOOD PA	2,000	4,000.00
Totals for dept 20 - PARKS & RECREATION		442,033	884,066.00
Dept 25 - FINANCE DEPARTMENT			
01-25-400-147	MEDICARE	3,531	7,062.00
01-25-400-151	IMRF	23,675	47,350.00
01-25-400-161	SOCIAL SECURITY	14,987	29,974.00
01-25-400-171	SUI - UNEMPLOYMENT	248	496.00
01-25-610-101	SALARIES - MANAGEMENT STAFF	134,666	269,332.00
01-25-610-102	OVERTIME	1,500	3,000.00
01-25-610-104	PART TIME - CLERICAL	30,202	60,404.00
01-25-610-126	SALARIES - CLERICAL	77,127	154,254.00
01-25-610-141	HEALTH/DENTAL/LIFE INSURANCE	37,453	74,906.00
01-25-610-301	OFFICE SUPPLIES	3,300	6,600.00
01-25-610-302	PRINTING & PUBLISHING	1,000	2,000.00
01-25-610-303	FUEL/MILEAGE/WASH	250	500.00
01-25-610-304	SCHOOLS/CONFERENCES/TRAVEL	2,000	4,000.00
01-25-610-307	FEES/DUES/SUBSCRIPTIONS	1,415	2,830.00
01-25-610-311	POSTAGE & METER RENT	500	1,000.00
01-25-615-212	EDP EQUIPMENT/SOFTWARE	2,400	4,800.00
01-25-615-263	EDP LICENSES	36,738	73,476.00
01-25-615-267	DOCUMENT STORAGE/SCANNING	2,000	4,000.00
01-25-615-305	EDP PERSONNEL TRAINING	2,600	5,200.00

GL NUMBER	DESCRIPTION	2019-20	2019-20
		APPROVED BUDGET	APPROPRIATION
01-25-615-306	IT - CONSULTING SERVICES	25,000	50,000.00
01-25-620-251	AUDIT SERVICES	28,488	56,976.00
01-25-620-252	FINANCIAL SERVICES	7,225	14,450.00
01-25-625-611	FURNITURE & OFFICE EQUIPMENT	500	1,000.00
Totals for dept 25 - FINANCE DEPARTMENT		436,805	873,610.00
Dept 30 - POLICE DEPARTMENT			
01-30-400-147	MEDICARE	39,257	78,514.00
01-30-400-151	IMRF	21,075	42,150.00
01-30-400-161	SOCIAL SECURITY	10,684	21,368.00
01-30-400-171	SUI - UNEMPLOYMENT	1,612	3,224.00
01-30-630-101	SALARIES - PERMANENT EMPLOYEES	2,150,593	4,301,186.00
01-30-630-102	OVERTIME	285,000	570,000.00
01-30-630-103	OVERTIME - SPECIAL DETAIL & GRANTS	8,000	16,000.00
01-30-630-126	SALARIES - CLERICAL	163,325	326,650.00
01-30-630-127	OVERTIME - CLERICAL	9,000	18,000.00
01-30-630-131	PERSONNEL RECRUITMENT	2,500	5,000.00
01-30-630-141	HEALTH/DENTAL/LIFE INSURANCE	374,763	749,526.00
01-30-630-155	POLICE PENSION	986,858	1,973,716.00
01-30-630-201	PHONE - TELEPHONES	27,000	54,000.00
01-30-630-202	ACCREDITATION	8,000	16,000.00
01-30-630-228	MAINTENANCE - BUILDINGS - HVAC	7,180	14,360.00
01-30-630-235	NICOR GAS (7760 QUINCY)	3,000	6,000.00
01-30-630-238	FIAT	3,500	7,000.00
01-30-630-241	FEES - FIELD COURT ATTORNEY	12,000	24,000.00
01-30-630-242	DUPAGE CHILDREN'S CENTER	3,000	6,000.00
01-30-630-245	FIRING RANGE	2,500	5,000.00
01-30-630-246	RED LIGHT - ADJUDICATOR	6,000	12,000.00
01-30-630-247	RED LIGHT - CAMERA FEES	275,000	550,000.00
01-30-630-248	RED LIGHT - COM ED	2,000	4,000.00
01-30-630-249	RED LIGHT - MISC FEE	22,000	44,000.00
01-30-630-250	SANITARY (7760 QUINCY)	400	800.00
01-30-630-301	OFFICE SUPPLIES	7,000	14,000.00
01-30-630-302	PRINTING & PUBLISHING	5,450	10,900.00
01-30-630-303	FUEL/MILEAGE/WASH	65,000	130,000.00
01-30-630-304	SCHOOLS/CONFERENCES/TRAVEL	30,207	60,414.00
01-30-630-305	TUITION REIMBURSEMENT	6,000	12,000.00
01-30-630-307	FEES/DUES/SUBSCRIPTIONS	17,485	34,970.00
01-30-630-308	CADET PROGRAM	4,000	8,000.00
01-30-630-311	POSTAGE & METER RENT	4,000	8,000.00
01-30-630-315	COPY SERVICE	4,000	8,000.00
01-30-630-331	OPERATING SUPPLIES	3,500	7,000.00
01-30-630-345	UNIFORMS	33,000	66,000.00
01-30-630-346	AMMUNITION	13,000	26,000.00
01-30-630-401	OPERATING EQUIPMENT	26,900	53,800.00
01-30-630-402	BODY CAMERAS	33,846	67,692.00
01-30-630-405	FURNITURE & OFFICE EQUIPMENT	7,500	15,000.00
01-30-630-409	MAINTENANCE - VEHICLES	70,000	140,000.00
01-30-630-421	MAINTENANCE - RADIO EQUIPMENT	12,250	24,500.00
01-30-635-288	BUILDING CONSTR & REMODEL	112,900	225,800.00
01-30-640-212	EDP EQUIPMENT/SOFTWARE	22,000	44,000.00
01-30-640-225	INTERNET/WEBSITE HOSTING	1,968	3,936.00
01-30-640-263	EDP LICENSES	28,315	56,630.00
01-30-640-267	DOCUMENT STORAGE/SCANNING	18,000	36,000.00
01-30-645-273	SELF INSURANCE - DEDUCTIBLE	20,000	40,000.00
01-30-650-268	ANIMAL CONTROL	800	1,600.00
01-30-650-340	K-9 PROGRAM	1,000	2,000.00
01-30-650-343	JAIL SUPPLIES	1,500	3,000.00
01-30-650-348	DRUG FORFEITURE EXP - STATE	5,000	10,000.00
01-30-650-349	DRUG FORFEITURE EXP - FEDERAL	6,000	12,000.00
01-30-655-339	CONFIDENTIAL FUNDS	1,000	2,000.00
01-30-660-105	PART TIME - CROSSING GUARD	5,300	10,600.00
01-30-665-263	SIREN MAINTENANCE	500	1,000.00

GL NUMBER	DESCRIPTION	2019-20	2019-20
		APPROVED BUDGET	APPROPRIATION
01-30-670-302	PRINTING & PUBLISHING	1,000	2,000.00
01-30-670-331	COMMODITIES	5,000	10,000.00
01-30-675-235	RADIO DISPATCHING	308,058	616,116.00
01-30-680-622	RADIO EQUIPMENT	5,200	10,400.00
01-30-680-625	NEW VEHICLES	167,773	335,546.00
Totals for dept 30 - POLICE DEPARTMENT		5,478,699	10,957,398.00
Dept 35 - PUBLIC WORKS DEPARTMENT			
01-35-400-147	MEDICARE	4,322	8,644.00
01-35-400-151	IMRF	33,766	67,532.00
01-35-400-161	SOCIAL SECURITY	17,062	34,124.00
01-35-400-171	SUI - UNEMPLOYMENT	186	372.00
01-35-710-101	SALARIES - PERMANENT EMPLOYEES	251,109	502,218.00
01-35-710-102	OVERTIME	22,500	45,000.00
01-35-710-103	PART TIME - LABOR	25,000	50,000.00
01-35-710-126	SALARIES - CLERICAL	25,666	51,332.00
01-35-710-141	HEALTH/DENTAL/LIFE INSURANCE	45,538	91,076.00
01-35-710-201	TELEPHONES	2,500	5,000.00
01-35-710-301	OFFICE SUPPLIES	500	1,000.00
01-35-710-302	PRINTING & PUBLISHING	600	1,200.00
01-35-710-303	FUEL/MILEAGE/WASH	9,150	18,300.00
01-35-710-304	SCHOOLS/CONFERENCES/TRAVEL	2,000	4,000.00
01-35-710-306	REIMB PERSONNEL EXPENSES	300	600.00
01-35-710-307	FEES/DUES/SUBSCRIPTIONS	310	620.00
01-35-710-311	POSTAGE & METER RENT	1,500	3,000.00
01-35-710-345	UNIFORMS	5,000	10,000.00
01-35-710-401	OPERATING SUPPLIES & EQUIPMENT	3,500	7,000.00
01-35-710-405	FURNITURE & OFFICE EQUIPMENT	500	1,000.00
01-35-715-212	EDP EQUIPMENT/SOFTWARE	3,700	7,400.00
01-35-715-225	INTERNET/WEBSITE HOSTING	1,370	2,740.00
01-35-720-245	FEES - ENGINEERING	55,000	110,000.00
01-35-720-254	PLAN REVIEW - ENGINEER	1,500	3,000.00
01-35-725-413	MAINTENANCE - GARAGE	5,000	10,000.00
01-35-725-414	MAINTENANCE - SALT BINS	1,500	3,000.00
01-35-725-415	NICOR GAS	3,000	6,000.00
01-35-725-417	SANITARY USER CHARGE	200	400.00
01-35-725-418	MAINTENANCE - PW BUILDING	10,000	20,000.00
01-35-735-409	MAINTENANCE - VEHICLES	20,000	40,000.00
01-35-735-411	MAINTENANCE - EQUIPMENT	500	1,000.00
01-35-740-287	SNOW REMOVAL CONTRACT	60,000	120,000.00
01-35-740-306	REIMB PERSONAL EXPENSES	200	400.00
01-35-740-411	MAINTENANCE - EQUIPMENT	4,000	8,000.00
01-35-745-207	ENERGY - STREET LIGHTS	21,000	42,000.00
01-35-745-223	MAINTENANCE - STREET LIGHTS	17,000	34,000.00
01-35-745-224	MAINTENANCE - TRAFFIC SIGNALS	4,000	8,000.00
01-35-750-286	JET CLEANING CULVERT	15,000	30,000.00
01-35-750-289	SITE IMPROVEMENTS	15,000	30,000.00
01-35-750-290	EQUIPMENT RENTAL	2,500	5,000.00
01-35-750-328	STREET & ROW MAINTENANCE	160,000	320,000.00
01-35-750-329	MAINTENANCE - SAW MILL CREEK	2,000	4,000.00
01-35-750-338	TREE MAINTENANCE	85,000	170,000.00
01-35-750-381	STORM WATER IMPROVEMENTS MAINTENA	50,000	100,000.00
01-35-755-279	TRASH REMOVAL	1,250	2,500.00
01-35-755-281	ROUTE 83 BEAUTIFICATION	52,500	105,000.00
01-35-755-282	REIMB EXP - CONSTRUCTION	500	1,000.00
01-35-755-283	REIMB EXP - OTHER	5,000	10,000.00
01-35-755-284	REIMB EXP - BRUSH PICKUP	20,000	40,000.00
01-35-755-290	EQUIPMENT RENTAL	750	1,500.00
01-35-755-328	STREET & ROW MAINTENANCE OTHER	20,000	40,000.00
01-35-755-331	OPERATING SUPPLIES	55,000	110,000.00
01-35-755-332	J.U.L.I.E.	2,400	4,800.00
01-35-755-333	ROAD SIGNS	10,000	20,000.00
01-35-755-401	OPERATING EQUIPMENT	1,500	3,000.00

GL NUMBER	DESCRIPTION	2019-20	2019-20
		APPROVED BUDGET	APPROPRIATION
01-35-760-258	PEST CONTROL	1,000	2,000.00
01-35-760-259	MOSQUITO ABATEMENT	35,300	70,600.00
01-35-765-625	VEHICLES - NEW & OTHER	56,196	112,392.00
01-35-765-640	VILLAGE ENTRY SIGNS	66,667	133,334.00
01-35-765-685	STREET IMPROVEMENTS	85,000	170,000.00
Totals for dept 35 - PUBLIC WORKS DEPARTMENT		1,401,542	2,803,084.00
Dept 40 - BUILDING & ZONING DEPARTMENT			
01-40-400-147	MEDICARE	1,921	3,842.00
01-40-400-151	IMRF	16,200	32,400.00
01-40-400-161	SOCIAL SECURITY	8,213	16,426.00
01-40-400-171	SUI - UNEMPLOYMENT	93	186.00
01-40-810-101	SALARIES - PERMANENT EMPLOYEES	94,648	189,296.00
01-40-810-102	OVERTIME	15,000	30,000.00
01-40-810-126	SALARIES - CLERICAL	22,816	45,632.00
01-40-810-141	HEALTH/DENTAL/LIFE INSURANCE	23,521	47,042.00
01-40-810-201	TELEPHONES	500	1,000.00
01-40-810-301	OFFICE SUPPLIES	1,000	2,000.00
01-40-810-302	PRINTING & PUBLISHING	750	1,500.00
01-40-810-303	FUEL/MILEAGE/WASH	1,000	2,000.00
01-40-810-304	SCHOOLS/CONFERENCES/TRAVEL	1,000	2,000.00
01-40-810-307	FEES/DUES/SUBSCRIPTIONS	1,000	2,000.00
01-40-810-311	POSTAGE & METER RENT	350	700.00
01-40-810-315	COPY SERVICE	2,640	5,280.00
01-40-810-345	UNIFORMS	350	700.00
01-40-810-401	OPERATING EQUIPMENT	250	500.00
01-40-810-409	MAINTENANCE - VEHICLES	2,000	4,000.00
01-40-815-267	DOCUMENT STORAGE/SCANNING	9,800	19,600.00
01-40-815-305	EDP PERSONNEL TRAINING	2,600	5,200.00
01-40-820-245	FEES - ENGINEERING	5,000	10,000.00
01-40-820-246	FEES - DRAINAGE ENGINEER	10,000	20,000.00
01-40-820-247	REIMB EXP - ENGINEERING	500	1,000.00
01-40-820-254	PLAN REVIEW - ENGINEER	5,000	10,000.00
01-40-820-255	PLAN REVIEW - STRUCTURAL	5,000	10,000.00
01-40-820-258	PLAN REVIEW - BUILDING CODE	90,000	180,000.00
01-40-820-259	PLAN REVIEW - DRAINAGE ENGINEER	15,000	30,000.00
01-40-830-109	PART TIME - INSPECTOR	40,000	80,000.00
01-40-830-115	PLUMBING INSPECTION	7,500	15,000.00
01-40-830-117	ELEVATOR INSPECTION	5,000	10,000.00
01-40-830-119	CODE ENFORCEMENT INSPECTION	4,000	8,000.00
Totals for dept 40 - BUILDING & ZONING DEPARTMENT		392,652	785,304.00
TOTAL APPROPRIATIONS		\$ 10,551,416	\$ 21,102,832.00

#### Fund 02 - WATER FUND

##### APPROPRIATIONS

##### Dept 50 - WATER DEPARTMENT

02-50-400-147	MEDICARE	3,968	7,936.00
02-50-400-151	IMRF	32,246	64,492.00
02-50-400-161	SOCIAL SECURITY	16,967	33,934.00
02-50-400-171	SUI - UNEMPLOYMENT	186	372.00
02-50-401-101	SALARIES - PERMANENT EMPLOYEES	221,179	442,358.00
02-50-401-102	OVERTIME	40,000	80,000.00
02-50-401-103	PART TIME - LABOR	10,000	20,000.00
02-50-401-126	SALARIES - CLERICAL	25,666	51,332.00
02-50-401-141	HEALTH/DENTAL/LIFE INSURANCE	46,620	93,240.00
02-50-401-201	PHONE - TELEPHONES	7,500	15,000.00
02-50-401-239	FEES - VILLAGE ATTORNEY	1,000	2,000.00
02-50-401-301	OFFICE SUPPLIES	750	1,500.00
02-50-401-302	PRINTING & PUBLISHING	4,000	8,000.00
02-50-401-303	FUEL/MILEAGE/WASH	8,500	17,000.00
02-50-401-304	SCHOOLS CONFERENCE TRAVEL	1,500	3,000.00

GL NUMBER	DESCRIPTION	2019-20	2019-20
		APPROVED BUDGET	APPROPRIATION
02-50-401-306	REIMB PERSONNEL EXPENSES	150	300.00
02-50-401-307	FEES DUES SUBSCRIPTIONS	600	1,200.00
02-50-401-311	POSTAGE & METER RENT	6,000	12,000.00
02-50-401-405	FURNITURE & OFFICE EQUIPMENT	500	1,000.00
02-50-405-245	FEES - ENGINEERING	2,500	5,000.00
02-50-410-501	REIMBURSE OVERHEAD GENERAL FUND	575,667	1,151,334.00
02-50-415-273	SELF INSURANCE - DEDUCTIBLE	10,000	20,000.00
02-50-417-212	EDP EQUIPMENT/SOFTWARE	2,800	5,600.00
02-50-417-263	EDP LICENSES	8,000	16,000.00
02-50-417-305	EDP PERSONNEL TRAINING	1,300	2,600.00
02-50-420-206	ENERGY - ELECTRIC PUMP	14,000	28,000.00
02-50-420-294	LANDSCAPING - WELLS 1 & 3	500	1,000.00
02-50-420-297	LANDSCAPING - STANDPIPE	1,000	2,000.00
02-50-420-361	CHEMICALS	1,500	3,000.00
02-50-420-362	SAMPLING ANALYSIS	5,000	10,000.00
02-50-420-488	MAINTENANCE - PUMPS & WELL 3	500	1,000.00
02-50-420-491	PUMP INSPECTION REPAIR MAINTAIN STA	500	1,000.00
02-50-420-575	PURCHASE OF WATER	1,739,500	3,479,000.00
02-50-425-473	WELLHOUSE REPAIRS & MAINTENANCE - L.H	1,500	3,000.00
02-50-425-474	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	1,000	2,000.00
02-50-425-475	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	2,500	5,000.00
02-50-425-485	REPAIRS & MAINTENANCE-STANDPIPE/PUM	5,000	10,000.00
02-50-430-276	LEAK SURVEYS	9,000	18,000.00
02-50-430-277	WATER DISTRIBUTION REPAIRS/MAINTENAN	150,000	300,000.00
02-50-430-299	LANDSCAPING - OTHER	1,500	3,000.00
02-50-430-401	OPERATING EQUIPMENT	3,000	6,000.00
02-50-430-425	J. U. L. I. E. MAINTENANCE & SUPPLY	500	1,000.00
02-50-430-476	MATERIAL & SUPPLIES - DISTRIBUTION	35,000	70,000.00
02-50-435-278	METERS FLOW TESTING	11,746	23,492.00
02-50-435-461	NEW METERING EQUIPMENT	15,000	30,000.00
02-50-435-462	METER REPLACEMENT	1,500	3,000.00
02-50-435-463	MAINTENANCE - METER EQUIPMENT	2,500	5,000.00
02-50-440-626	VEHICLES - NEW & OTHER	56,196	112,392.00
02-50-440-694	DISTRIBUTION SYSTEM REPLACEMENT	10,000	20,000.00
02-50-449-102	INTEREST EXPENSE	9,406	18,812.00
02-50-449-104	BOND PRINCIPAL EXPENSE	10,800	21,600.00
02-50-449-105	INTEREST EXPENSE - IEPA LOAN	14,885	29,770.00
02-50-449-106	PRINCIPAL EXPENSE - IEPA LOAN	39,563	79,126.00
02-50-900-109	TRANSFER TO WATER CAPITAL IMPROVEME	400,000	800,000.00
02-50-900-112	TRANSFER TO DEBT SERVICE - 2015	47,471	94,942.00
Totals for dept 50 - WATER DEPARTMENT		3,618,166	7,236,332.00
<b>TOTAL APPROPRIATIONS</b>		<b>3,618,166</b>	<b>7,236,332.00</b>

#### Fund 03 - HOTEL/MOTEL TAX FUND

##### APPROPRIATIONS

##### Dept 53 - HOTEL/MOTEL

03-53-401-307	FEES DUES SUBSCRIPTIONS	12,000	24,000.00
03-53-401-311	POSTAGE & METER RENT	250	500.00
03-53-435-303	WILLOWBROOK MOBILE PHONE APP	1,200	2,400.00
03-53-435-308	GRANT PILOT PROGRAM	5,000	10,000.00
03-53-435-316	LANDSCAPE BEAUTIFICATION	10,460	20,920.00
03-53-435-317	ADVERTISING - DCVB	25,000	50,000.00
03-53-435-318	ADVERTISING - VILLAGE	50,000	100,000.00
03-53-435-319	CHAMBER DIRECTORY	3,000	6,000.00
03-53-436-378	WINE & DINE INTELLIGENTLY	2,000	4,000.00
03-53-436-379	SPECIAL PROMOTIONAL EVENTS	2,500	5,000.00
Totals for dept 53 - HOTEL/MOTEL		111,410	222,820.00

<b>TOTAL APPROPRIATIONS</b>		<b>111,410</b>	<b>222,820.00</b>
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#### Fund 04 - MOTOR FUEL TAX FUND

GL NUMBER	DESCRIPTION	2019-20 APPROVED BUDGET	2019-20 APPROPRIATION
APPROPRIATIONS			
Dept 56 - MOTOR FUEL TAX			
04-56-430-684	STREET MAINTENANCE CONTRACT	265,448	530,896.00
Totals for dept 56 - MOTOR FUEL TAX		265,448	530,896.00
<b>TOTAL APPROPRIATIONS</b>		<b>265,448</b>	<b>530,896.00</b>
<b>Fund 06 - SSA ONE BOND &amp; INTEREST FUND</b>			
APPROPRIATIONS			
Dept 60 - SSA BOND			
06-60-550-401	BOND PRINCIPAL EXPENSE	170,000	340,000.00
06-60-550-402	BOND INTEREST EXPENSE	152,465	304,930.00
Totals for dept 60 - SSA BOND		322,465	644,930.00
<b>TOTAL APPROPRIATIONS</b>		<b>322,465</b>	<b>644,930.00</b>
<b>Fund 07 - POLICE PENSION FUND</b>			
APPROPRIATIONS			
Dept 62			
07-62-401-242	LEGAL FEES	4,000	8,000.00
07-62-401-251	AUDIT FEES	3,413	6,826.00
07-62-401-252	ACTUARY SERVICES	4,400	8,800.00
07-62-401-253	FINANCIAL ADVISORY FEES	27,500	55,000.00
07-62-401-254	FIDUCIARY INSURANCE	3,175	6,350.00
07-62-401-304	SCHOOLS CONFERENCE TRAVEL	4,210	8,420.00
07-62-401-307	FEES DUES SUBSCRIPTIONS	800	1,600.00
07-62-401-531	DEPT OF INSURANCE FILING FEE	4,381	8,762.00
07-62-401-543	EXAMS - PHYSICAL	2,500	5,000.00
07-62-401-581	PENSION BENEFITS	1,289,460	2,578,920.00
07-62-401-583	NON-DUTY DISABILITY BENEFITS	71,057	142,114.00
07-62-401-584	DUTY DISABILITY BENEFITS	72,091	144,182.00
Totals for dept 62 -		1,486,987	2,973,974.00
<b>TOTAL APPROPRIATIONS</b>		<b>1,486,987</b>	<b>2,973,974.00</b>
<b>Fund 09 - WATER CAPITAL IMPROVEMENTS FUND</b>			
APPROPRIATIONS			
Dept 65 - WATER CAPITAL IMPROVEMENTS			
09-65-440-600	WATER SYSTEM IMPROVEMENTS	60,000	120,000.00
09-65-440-602	MTU REPLACEMENT	1,000	2,000.00
Totals for dept 65 - WATER CAPITAL IMPROVEMENTS		61,000	122,000.00
<b>TOTAL APPROPRIATIONS</b>		<b>61,000</b>	<b>122,000.00</b>
<b>Fund 11 - DEBT SERVICE FUND</b>			
APPROPRIATIONS			
Dept 70 - DEBT SERVICE FUND			
11-70-550-401	BOND PRINCIPAL EXPENSE	214,200	428,400.00
11-70-550-402	BOND INTEREST EXPENSE	112,144	224,288.00
Totals for dept 70 - DEBT SERVICE FUND		326,344	652,688.00
<b>TOTAL APPROPRIATIONS</b>		<b>326,344</b>	<b>652,688.00</b>
<b>Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION &amp;</b>			
APPROPRIATIONS			
Dept 75 - LAND ACQUISITION/EXPANSION/RENOVATION			
14-75-930-412	CRC REMODEL (825 MIDWAY DR)	120,000	240,000.00

GL NUMBER	DESCRIPTION	2019-20 APPROVED BUDGET	2019-20 APPROPRIATION
Totals for dept 75 - LAND ACQUISITION/EXPANSION/RENOVATION		120,000	240,000.00
<b>TOTAL APPROPRIATIONS</b>		<b>120,000</b>	<b>240,000.00</b>
<b>Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRICT TAX</b>			
APPROPRIATIONS			
Dept 15 - PLANNING & ECONOMIC DEVELOPMENT			
15-15-401-242	LEGAL FEES	10,000	20,000.00
15-15-455-513	SALES TAX REBATE- TOWN CENTER	100,000	200,000.00
15-15-455-514	SALES TAX REBATE - PFM	170,000	340,000.00
15-15-510-232	CONSULTANTS-DESIGN & OTHER	2,500	5,000.00
15-15-745-224	MAINT TRAFFIC SIGNALS	4,000	8,000.00
Totals for dept 15 - PLANNING & ECONOMIC DEVELOPMENT		286,500	573,000.00
<b>TOTAL APPROPRIATIONS</b>		<b>286,500</b>	<b>573,000.00</b>
<b>APPROPRIATIONS - ALL FUNDS</b>			
		\$ 17,149,736	\$ 34,299,472

**CHIEF FISCAL OFFICER'S CERTIFICATE OF ESTIMATED REVENUES**

For Village of Willowbrook, DuPage County, Illinois

I, Carrie Dittman, DO HEREBY CERTIFY AS FOLLOWS:

1. I am the Chief Fiscal Officer for the Village of Willowbrook, DuPage County, Illinois
2. I estimate the revenue by source, of said Village of Willowbrook, for the fiscal year beginning May 1, 2019 and ending April 30, 2020, to be as follows:

**GENERAL CORPORATE FUND**

Property Taxes	\$	185,679
Sales Taxes		4,000,000
Other Taxes		2,431,874
Licenses		148,850
Permits		282,500
Fines		725,000
Charges & Fees		68,100
Park & Recreation		28,750
Interest Income		24,000
Other		934,375
Total General Corporate Fund	\$	<u>8,829,128</u>

**WATER FUND**

Water Sales		3,207,500
Other Revenue		9,000
Interest Income		12,000
Water Connection Fees		3,000
Total Water Fund	\$	<u>3,231,500</u>

**HOTEL/MOTEL TAX FUND**

Hotel/Motel Tax		248,000
Interest Income		6,000
Total Hotel/Motel Tax Fund	\$	<u>254,000</u>

**MOTOR FUEL TAX FUND**

Motor Fuel Tax		217,343
Interest Income		4,500
Total Motor Fuel Tax Fund	\$	<u>221,843</u>

**SSA BOND AND INTEREST FUND**

Property Taxes		322,465
Interest Income		500
Total SSA Bond and Interest Fund	\$	<u>322,965</u>

**POLICE PENSION FUND**

Village Contributions		986,858
Employee Contributions		206,484
Interest Income		500,000
Total Police Pension Fund	\$	<u>1,693,342</u>

**WATER CAPITAL IMPROVEMENTS FUND**

Transfers In From Other Funds		400,000
Interest Income		6,000
Total Water Capital Improvements Fund	\$	<u>406,000</u>

**CAPITAL PROJECTS FUND**

None		-
Total Capital Projects Fund	\$	<u>-</u>

**DEBT SERVICE FUND**

Transfer From General Fund	278,873
Transfer From Water Fund	47,471
Total Debt Service Fund	<u>\$ 326,344</u>

**LAND ACQUISITION, FACILITY EXPANSION AND RENOVATION FUND**

Transfer From General Fund	120,000
Interest Income	-
Total Land Acquisition, Facility Expansion and Renovation Fund	<u>\$ 120,000</u>

**RT. 83/PLAINFIELD ROAD BUSINESS DISTRICT TAX FUND**

Business District Sales Tax	485,000
Total Rt. 83/Plainfield Road Business District Tax Fund	<u>\$ 485,000</u>

**TOTAL ALL FUNDS**

<b>TOTAL ALL FUNDS</b>	<u><b>\$ 15,890,122</b></u>
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\_\_\_\_\_  
Carrie Dittman  
Director of Finance

5-28-2019  
Date

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM 8. - HISTORY/COMMENTARY

**ITEM TITLE:**

A PRESENTATION BY CORY PORIS PLASCH OF POLCO ON  
THEIR COMMUNITY ENGAEMENT SERVICES

**AGENDA NO. 8.**     **8**

**AGENDA DATE:** 05/28/19

**STAFF REVIEW:** Mike Mertens, Interim Village Administrator

**SIGNATURE:** Michael Mertens

**LEGAL REVIEW:** Thomas Bastian, Village Attorney

**SIGNATURE:** Tom Bastian

**RECOMMENDED BY:** Mike Mertens, Interim Village Administrator

**SIGNATURE:** Michael Mertens

**REVIEWED & APPROVED COMMITTEE:** YES ☐    NO ☐    N/A ☒

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

The Village of Willowbrook is desirous of enhancing transparency and community engagement. As such the Village has reached out to Polco, a community engagement service company, to present their community engagement platform and services.

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

Receive Presentation from Cory Poris Plasch of Polco for possible future consideration of their community engagement software.

**ACTION PROPOSED:** Receive Presentation.



*Developing a Communications  
Strategy for the 21st Century*



## Contemporary community engagement

When civic engagement is done right, there can be great collective insight, empowering data, and streamlined staff effort. But the availability of modern tools seem to always lag behind those which citizens desire and, as the almost 70% of the adult population<sup>1</sup> on social media increasingly prefers online engagement, it can be hard to receive meaningful input. When we fail to get broad, representative, civil input, we see the unfortunately all-too-familiar sequence:

*A few squeaky wheels intimidate others at city council or town hall meetings - the silent majority remains silent. Then cities spend time and resources trying to re-engage the silent majority through various communication channels, but the fractured communication leaves residents confused and not participating. The lack of participation fails to generate data that could deliver insights about resident ideas or needs, or balance the vocal few. In the end, the squeaky wheels and organized interests get their way.*

Fortunately, we've seen this cycle broken in dozens of cities across the country and compiled these case studies to share how they did it. In general, we find there are four keys to achieving healthy engagement online.

The first is meeting people where they are online - making interactive content easily accessible through email, social media, or on sites or mobile apps that residents already frequent. This ensures we hear from a broad, representative group of residents.

The second element is providing relevant background materials to inform the respondent during any engagement. Particularly for surveys or feedback, this background information contextualizes topics and questions, making results and data more useful to staff and decision makers.

Third, to the extent that online comments or discussions are utilized, they must be structured to ensure they are civil and informative. There are a number of small changes that can be made to standard comment structures (i.e. Facebook) that truly result in meaningful, civil input.

The final element is resident verification. Verifying participants ensures those we are hearing from are who they say they are, and that no one can "stuff the ballot box" of online engagement. This also means that online accessibility is not traded for citability, because we can now have the ease of online engagement with the verifiability of in-person engagement. This validity further encourages participation among residents.

The case studies that follow are from municipalities of various sizes, urban and rural, coastal and inland. Their objectives varied from wanting more participation, more informed participation, more balanced participation, citable sentiment data, saved staff time, transparency, or simply good government. We hope you enjoy.

<sup>1</sup> <http://www.pewinternet.org/fact-sheet/social-media/>

Bar Harbor is a town of about 5,000 people, located on Mount Desert Island near Acadia National Park in Maine. Year-round residents are treated to beautiful scenery, a high quality of life, and excellent public services. Tourism is a primary industry and the community consistently strives to support its economic benefits while preserving Bar Harbor's small town environment.

Prior to Polco's association with the Town of Bar Harbor, there was never a lack of citizen input. On issues ranging from land development to parking, residents used town meetings and online forums to voice opinions. While successful in getting input, audiences were typically unpredictable and in many cases, not reflective of the overall community demographics. The most vocal participants sometimes expressed frustration that their voices were not heard or taken into consideration.

The Town's communication strategy, without one central location to gather input and little data supporting who actually participated, frustrated local officials because, short of anecdotal evidence, they weren't able to nail down exactly who was missing.

Three months into their adoption of Polco, coupled with a strategic engagement plan, the results are clear. With over 5% of the population now registered and using the Polco platform, the community has been able to verify and document the concerns of its residents, especially residents below the age of 40. This has helped the community strengthen its strategic approach to engaging residents on important local issues, and has lead to a higher level of confidence when making decisions that impact the community.

In Polco's hometown of Middleton, WI, local leaders knew they wanted to take advantage of a successful county-wide rollout of Polco's online engagement tools to gain valuable insight on their annual community survey. With the county live on the Polco platform months in advance, Middleton had already built a user-base among those most active in local government, and wanted to expand it in new ways.

Dane County, where Middleton resides, had launched on Polco prior to Middleton and done some of the baseline work ahead of time. Citizens in Middleton shared an expectation of involvement based on already being drawn to the discussions being presented by the County. Middleton officials went about posting and promoting the survey as they normally would, and once they began to see results, they knew how to make things better.

As a testament to their innovation, Middleton leaders sought to get input from seniors who generally felt left out of the process and were usually hesitant to take the survey online. They did this by bringing the questions to them. After capturing dozens of responses and mixing those in with the other results, over 300 online responses were received for the annual survey. Local officials now had demographic, geographic, and other socio-economic breakdowns to go along with the responses.



Located just 50 miles outside of Washington, DC, Purcellville is a tight knit community that generally isn't associated with the hustle of the Beltway. An early adopter of Polco, we've worked with the Mayor, Council, and community leadership in developing innovative ways to engage citizens.

Perhaps most interesting in Purcellville has been the focus on geographic answers to questions that affect different neighborhoods and their residents in different ways. Whether looking at potential bike path fixes or a three way stop-sign, the use of geographic breakdowns has helped the Council consider all voices, while taking particular note of those most affected by proposed changes.

As new topics come before council for consideration, this input has helped both educate the community and help build trust that government is listening. As engagement grows using Polco's online tools, residents gain confidence that elected officials have their interests in mind.

Drawing on experience with dozens of local governments across the country, we have set up best practices and engagement steps to help Polco customers get the most out of their communication efforts, expanding the reach of their message and creating an actionable, two-way communication channel between municipal decision-makers and residents. This strategy directly helps support and build a stronger community with a shared goal of engagement and education for both government and constituents.

#### BEST PRACTICES

**01 Timely, regular communication** - By establishing regular communication goals and consistent scheduling for surveying constituents, the local government can help establish expectations for residents to have predictable opportunities for providing valuable input on local issues as well as receive information in return.

**02 Build off of past input** - Sequencing Polco outreach to follow up on previous insights, or creating larger surveys on a broader set of topics, allows respondents to know their input is important, and that local leaders want to get to the root of local issues, not just skim un-actionable information from unreliable social media sources. This builds trust in the local government's actions, and makes constituents more comfortable engaging.

**03 Target, and retarget, your message** - Don't take the easy road and simply blast messages to the broadest audiences. Set goals for engagement (like demographics, or geo-based targeting) and watch results. Knowing who is reached (and perhaps more importantly - who isn't) will be the key to unlocking the broadest base of community sentiment.

#### DESIRED OUTCOMES

The Polco approach helps citizens learn more about issues, and voice their opinions with higher frequency. Government learns more about constituent priorities, and can focus resources accordingly.

Instead of a vocal few, Polco can help engage the vocal many who are excited to participate and come to appreciate it. Building relevant sample sizes of citizens brings a new level of data to local discussions, and delivers valuable insight to both operations and discussions around local issues.

Even when tough issues arise, Polco tools provide the time and opportunity to educate and inform, instead of dealing with blowback at a single meeting. A local government that can educate while gathering constituent sentiment is more likely to deliver a solution that is acceptable to the entire community, even if it isn't every individual's first choice.

What's New



Post

Local officials post questions, surveys, and policy polls by entering a few fields. Include relevant images and links on the topics' "background details page" to better inform respondents.



Share

### Share

Meet your residents where they already are: social media, mobile, email, in-person events, embed eballots on your city's page and in online local news articles. Response data all collect back in one place where it is verified and organized.



Analyze

### Analyze

Get real time dashboards and reports of resident sentiment: by district (including precinct/ward maps) and demographics (by age brackets, gender).

Polco helps you engage your community across the policy lifecycle

- Annual Surveys
- High Profile Issues
- Crowdsourcing Ideas
- Strategic Planning
- Performance Measurement
- Topic Prioritization

#### Pricing (Annual)

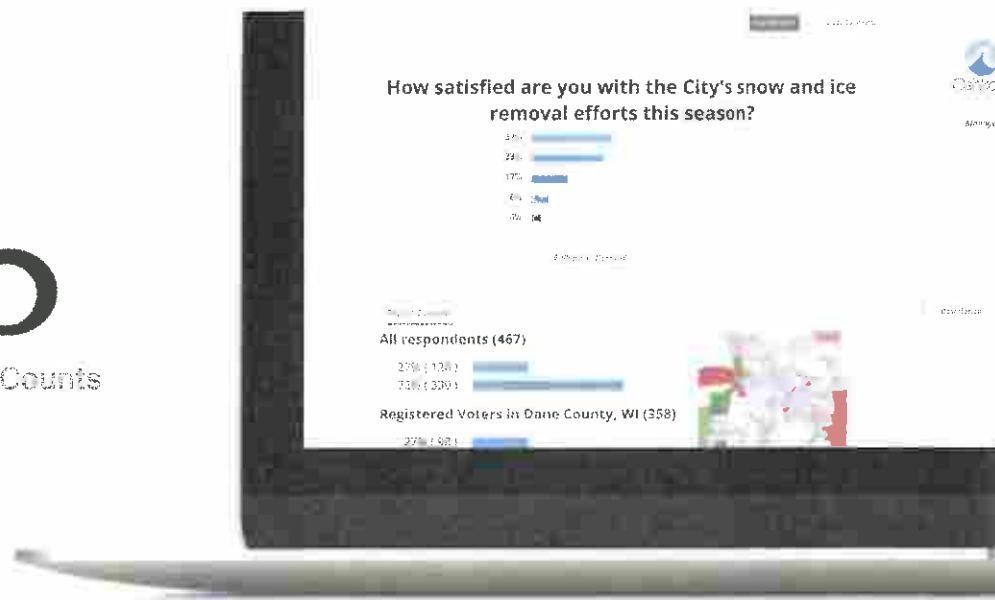
	Population 0-5k	Population 5-25k	Population 25-125k	Population 125k+
Tier 1	\$2,000	\$4,000	\$8,000	\$16,000
Tier 2	\$4,000	\$8,000	\$16,000	\$32,000

Branded Profile, Launch Playbook and Consultation, Respondent Verification, Access to Live Question Bank, Participation Rates and Sentiment Breakdowns by age/gender/precinct, Message Back to respondents, Smart Comment System,

Multiple Profiles, Additional Analytics, Anonymous Responses, Additional Verification Lists, Custom Profile Fields, Scientific Survey Consultation, Results CSVs

Get a profile within 24 hours!

Send us your city logo, and we'll set up your account in less than a day. Start engaging your community in a way that counts.



## Bring Your Community Together In One Place

Polco's civic engagement tool improves how city officials and residents communicate. Polco delivers the ease and accessibility of an online survey combined with the verification and reliability of in person engagement. Polco was designed from inception for civic environments by former public servants who, after spending time at some of the country's best technology companies, wanted to bring world class communication technology to the civic process.



### More participation.

Make it possible for busy and thoughtful residents who struggle to attend in-person events to provide meaningful input through improved accessibility.



### Good government.

Better transparency and structured communication delivers better community connectivity, buy in, and resiliency.



### More Informed

Each survey, question, and policy poll can carry relevant links and images to inform respondents.



### Performance Management.

Resident service-delivery satisfaction metrics allow you to quantify success and progress on strategic goals and performance measures. Understand overall community level metrics as well as census tract/precinct level sentiments.



### Balance the vocal few.

We all know how they feel. Use citable data from a broader majority to eliminate stalemates and keep moving forward.



### Save Staff Time.

Unify your communication channels. Provide social media, email and any other communication channels with an e-ballot and have their input all collect together in one place with automated tabulation and reporting.

Questions about our product?

Get in touch with us at [hello@polco.us](mailto:hello@polco.us)

<http://info.polco.us/local-government>



**POLCO**

*Civic Engagement that Counts*

# PROPOSAL

**Willowbrook, IL**

**DATE**

APRIL 18, 2019

**PREPARED BY**

CORY PORIS PLASCH

VICE PRESIDENT, CUSTOMER SUCCESS

# POLCO

Civic Communication that Counts

## PRODUCT

Polco is a civic engagement platform helping city officials receive ongoing, civil, reliable community sentiment. Polco combines the ease of online outreach with the reliability of analog surveys and polls. Polco is being used to enhance civic engagement in communities across 21 states.

City officials grow their audience of resident respondents by posing questions, surveys, and policy polls to their city or district. The Polco platform verifies and organizes responses according to geographic and demographic breakdowns using voter files and other verification lists.

## PROPOSAL

Polco is pleased to offer access to our platform's Tier 1 features for 12 months. Launch and ongoing engagement support is provided by members of the Polco team.

## KEY FEATURES

- Unlimited questions, polls, and surveys
- Unlimited responses
- Background details page per question
- Automated real-time results dashboards organized by age, gender, precinct/ward.
- PDFs and online maps of results.
- Message to respondents to share outcomes, or just say thank you.

## SPECIFICS

01

### TIMING

Polco license starting May 2019

02

### COST

\$4000 for Tier 1 subscription for 12 months

03

### EXPIRATION

This proposal is good through May 15th, 2019



## A NOTE FROM OUR TEAM TO YOURS

Polco was founded by a team of military and public service veteran technologists who are passionate about good governance and civil constructive civic engagement.

We believe there is collective intelligence in a community, but the conversations need to be structured the right way. If they are, we can together unlock insights that can help get input from more than just the vocal few, improve city service delivery, save staff time, build stronger connectivity, and improve resident quality of life.



Dear Trustee Kelly, Tim and Michael:

I enjoyed our conversation earlier today and am looking forward to next steps with you. Please do not hesitate to call me at 630-476-0763 or email me at [cory@polco.us](mailto:cory@polco.us) if you have any questions.

SINCERELY,

CORY PORIS PLASCH  
VICE PRESIDENT, CUSTOMER SUCCESS

608-709-VOTE  
[hello@polco.us](mailto:hello@polco.us)

**POLCO.us**  
8001 Terrace Ave, Suite 201  
Middleton, WI 53562

## TIER 1

<b>Branded Profile</b>	The Municipal Profile is branded with the city seal and a description. This profile can post unlimited questions to an unlimited follower base for the length of the contract.
<b>Launch Materials</b>	When starting, each municipality is provided with launch materials to assist in introducing Polco to their residents. Press releases, social media posts and strategy docs are included.
<b>All Question Types</b>	Polco offers multiple choice, yes/no, discussion, allocation, pulse and survey type questions.
<b>Response Breakdowns</b>	Question results can be broken down by a larger range of demographic, geographic and political categories. Defaults include age, gender, precinct/ward, and census block.
<b>PDF Reports</b>	Municipalities can download a PDF report that includes results, result breakdowns and any resident comments provided after responding.
<b>Department Profiles</b>	Municipalities can also supply their individual departments with Polco profiles. This allows departments to collect opinions on projects or initiatives being planned out.
<b>Engagement Consulting</b>	Polco offers engagement strategy consultation to successfully reach constituents. Aiming for broad participation and consistent engagement, we use past experience to help reach goals.

## TIER 2

<b>Comment Filters</b>	Comments are able to be filtered by demographic breakdowns including gender, age, and precinct. This helps visualize where and why opinions are made throughout the municipality.
<b>Custom Profile Fields</b>	Municipalities can create custom resident profile fields that act as additional result breakdowns. For example adding, 'Number of children in household' would allow breakdowns by family size.
<b>Custom Verification Lists</b>	Use a list of email addresses in addition to the voter database to verify residents. Lists such as school district lists and email distribution lists can help verify residents.
<b>Survey Science Consulting</b>	With a Survey Scientist on the team, Polco is able to check questions and surveys for structure and biases. Our past experiences help conclude the strength of each question.
<b>Consultation for Stat Significance</b>	With backgrounds in statistics, the Polco team can also help build a statistically significant user base through strategic outreach and marketing of questions, retargeting for relevance.

### Pricing

	Population 0-5k	Population 5-25k	Population 25-125k	Population 125k+
Tier 1	\$2,000	\$4,000	\$8,000	\$16,000
Tier 2	\$4,000	\$8,000	\$16,000	\$32,000



## **POLCO Services and License Agreement**

This Agreement ("Agreement") is between \_\_\_\_\_ ("Customer"), and Policy Confluence, Inc., a Wisconsin based Delaware C corporation, ("Polco") governs respective responsibilities for services and licensing arrangement ("Services"). Customer and Polco may be referred to individually as a Party, or collectively as Parties.

This Agreement provides for services over the period from signed date ("Start Date") through \_\_\_\_\_ ("Termination Date") for \_\_\_\_\_ ("Fee").

### **I. Grant of Limited Right**

The services (including access to software and/or apps) outlined in this Agreement are protected by copyright, trade secret, and other intellectual property laws. Customer is granted only the right to use the Services and only for the purposes described by Polco. Polco reserves all other rights in the Services. Until termination of this Agreement and as long as Customer meets any applicable fee or payment obligations and comply with this Agreement, Polco grants Customer a limited, nonexclusive, nontransferable right and license to use the Services.

Nothing in this Agreement grants or shall be construed to grant Customer rights to access or use those portions of the Services that are proprietary and/or trade secrets, including, but not limited to, Polco's users' information, which is defined herein as names, addresses, or any other information, provided by individuals that register and/or use Polco's website, app, or software ("Polco User Data") that isn't presented publicly.

Further, Polco hereby grants to Customer, and Customer hereby accepts the right, privilege and nonexclusive license to use the Polco's brand ("Brand") solely in connection with the Services. Polco represents and warrants that, to the best of its knowledge, it owns the rights to the Brand. Nothing in this Agreement shall be construed to prevent Polco from granting any other licenses for the use of the Brand or Software or from utilizing the Brand or Software in any manner whatsoever. Customer recognizes that there exists great value and good will associated with the Brand, and acknowledges that the Brand and all rights therein and good will pertaining thereto belong exclusively to Polco, and that the Brand has a secondary meaning in the mind of the public. Customer agrees that it will not during the term of this Agreement, or thereafter, attack the title or any rights of Polco in and to the Brand or attack the validity of the license granted herein.

### **II. Scope of Services**

By virtue of this Agreement, Polco is engaged to provide the Services in accordance with the attached Service and Feature List: \_\_\_\_\_

The Services do not include any Polco User Data, including but not limited to, personally identifiable information, responses to any queries on Polco's website or app, and any other information of a similar nature or otherwise defined in agreements between Polco and Polco's users. Such Polco User Data remains the sole property of Polco and

constitutes trade secrets and proprietary information whose disclosure is prohibited by privacy laws, trade secret laws, other laws and user agreements between Polco and its Users that requires such Polco User Data to be shielded from third parties (unless a User chooses to share Polco User Data) and to protect the privacy of users, to protect Customer from suspected "citizen targeting," and to further protect Customer from any liability and responsibility that would come with access to, or disclosure of, it.

Following the Effective Date and until such time as the Agreement is terminated, Customer shall not sublease, sublicense, or assign any of its rights under this Agreement. Either party may cancel this Agreement at any time upon providing the other party with 30 days written notice. This Agreement will automatically renew with same terms and conditions unless and until either party terminates it by providing the other party with 30 days written notice.

### **III. Fees**

Polco shall provide its services and limited license outlined in this Agreement for the term of Start Date through Termination Date for Fee.

### **IV. Warranties, Disclaimers and Exclusive Remedies**

Polco warrants that it will provide the Services referenced in this Agreement. If the services provided to you for any given month during the services term were not performed as warranted, you must provide written notice to Polco no later than five business days after the last day of that particular month.

You acknowledge that Polco does not control the transfer of data over communications facilities, including the internet, and that the service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Polco is not responsible for any delays, delivery failures, or other damage resulting from such problems. Polco does not guarantee that the services will be performed error-free or uninterrupted, or that Polco will correct all services errors.

For any breach of the above warranties, Polco will remit a services fee credit to you calculated at five percent (5%) of net monthly fees for the applicable services for the month in which the breach occurred. The credit will be provided only towards any outstanding balance for services owed to Polco, and the remittance of such credit will represent your exclusive remedy, and Polco's sole liability, for all breaches of any warranty specified in the agreement. To the extent not prohibited by law, these warranties are exclusive and there are no other express or implied warranties or conditions including for merchantability, satisfactory quality and fitness for a particular purpose.

### **V. Limitation of Liability**

Neither party shall be liable for any direct, incidental, special, punitive, or consequential damages, or any loss of revenue or profits (excluding fees under the agreement), data,

or data use. Polco's maximum liability for any damages arising out of or related to this agreement, whether in contract or tort, or otherwise, shall in no event exceed, in the aggregate, the total amounts actually paid to Polco for the services under the order that is the subject of the claim in the (12) month period immediately preceding the event giving rise to such a claim. Any damage in your favor against Polco shall be reduced by any refund or credit received by you under the agreement and any such refund and credit shall apply towards the limitation of liability.

**VI. Indemnification**

Notwithstanding anything contained in this Agreement otherwise limiting liability, Polco agrees to indemnify and hold harmless Customer from and against all third-party suits and causes of action, claims, losses, demands and expenses that Polco has breached its obligations to Customer under Section II (Scope of Services) only with respect to the disclosure of Polco's User Data and to the extent such disclosure is the result of actions predominantly attributable (as agreed to by the parties, such agreement not to be unreasonably withheld) to Polco.

**VII. Governing Law and Jurisdiction**

The laws of the state of \_\_\_\_\_, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this agreement.

**VIII. Entire Agreement**

This Agreement constitutes the entire understanding between the parties as to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties. No amendment to this Agreement will be effective unless it is in writing and signed by both parties.

**IX. Severability**

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

**X. Force Majeure**

Neither Party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. The Parties will each use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of

us may cancel unperformed services upon written notice. This section does not excuse either Party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer's obligation to pay for the services.

By signing below, I, as an authorized agent on behalf of the Customer, certify that I have read and agree to be bound by this Agreement and Polco's Terms of Use.

Authorized Agent of Customer (as defined herein):

**Authorized Signature:** \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signed Agreements and additional questions should be directed to:

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Nick Mastronardi POLCO CEO

8001 Terrace Ave, Middleton WI 53562

608-709-VOTE (o), 719-357-9452 (m), [nick@polco.us](mailto:nick@polco.us),