

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, OCTOBER 25, 2021, AT 6:30 P.M. OR FOLLOWING THE COMMITTEE OF THE WHOLE MEETING AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

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

**THE PUBLIC CAN UTILIZE THE FOLLOWING CALL-IN NUMBER:**

**Dial-in Phone Number:        312-626-6799**

**Meeting ID:                        895-0254-5748**

**Written Public Comments Can Be Submitted By 6:15 P.M. on October 25, 2021, to [shalloran@willowbrook.il.us](mailto:shalloran@willowbrook.il.us)**

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 - October 11, 2021](#)  
(APPROVE)
  - c.       [Warrants - \\$139,995.26](#)
  - d.       [RESOLUTION NO. \\_\\_\\_\\_\\_ - A Resolution Accepting, Approving And Ratifying The Proposal Of Design Concepts, Inc. To Produce Park Design Concepts, Preparation Of Construction Documents, And Related Services, For Improvements At Ridgemoor Park, At A Cost Not To Exceed \\$24,900.00](#) (ADOPT)

- e. ORDINANCE NO. \_\_\_\_\_ - An Ordinance Of The Village Of Willowbrook Reducing Certain Licensee Fees For The 2022 Licensing Year (PASS)
- f. RESOLUTION NO. \_\_\_\_\_ - A Resolution Authorizing The Board Of Police Commissioners (BOPC) Of The Village Of Willowbrook To Effect The Original Appointment Of Two (2) Candidates To Fill Vacancies In The Rank Of Sergeant Within The Village Police Department (ADOPT)

NEW BUSINESS

- 6. RESOLUTION NO. \_\_\_\_\_ - A Resolution Of The Village Of Willowbrook Estimating The Property Taxes To Be Levied For The 2021 Property Tax Levy (ADOPT)
- 7. RESOLUTION NO. \_\_\_\_\_ - A Resolution Approving And Authorizing The Village Mayor To Execute An Agreement With Parvin-Clauss Sign Company, Inc. To Construct And Install Village Gateway Signage (ADOPT)

PRIOR BUSINESS

- 8. TRUSTEE REPORTS
- 9. ATTORNEY'S REPORT
- 10. CLERK'S REPORT
- 11. ADMINISTRATOR'S REPORT
- 12. MAYOR'S REPORT
- 13. EXECUTIVE SESSION  
The Appointment, Employment, Compensation, Discipline, Performances or Dismissal of Specific Village Employees Authorized by 5 ILCS 120/2(c)(1)
- 14. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, OCTOBER 11, 2021, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

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

1. CALL TO ORDER

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

2. ROLL CALL

Those physically present at roll call were Mayor Frank A. Trilla, Village Clerk Deborah Hahn, Village Trustees Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Paul Oggerino, Greg Ruffolo, Attorney Thomas Bastian, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Director of Finance Carrie Dittman, Chief Robert Schaller, Deputy Clerk Christine Mardegan and Director of Municipal Services AJ Passero.

Present via conference call, due to the COVID-19 pandemic, were, Deputy Chief Lauren Kaspar and Building Official Roy Giuntoli.

Absent: None.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Deputy Clerk Mardegan to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented and no written comments were received.

OMNIBUS VOTE AGENDA

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

5. OMNIBUS VOTE AGENDA:

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Special Board Meeting - September 27, 2021 (APPROVE)
- c. Minutes - Regular Board Meeting - September 27, 2021 (APPROVE)

- d. Warrants - \$337,312.92
- e. September 2021 Monthly Financial Report
- f. RESOLUTION NO. 21-R-62- A Resolution to Approve And Authorize The Execution Of An Intergovernmental License Agreement Between DuPage Public Safety Communications (Du-Comm) And The Village Of Willowbrook, Illinois (ADOPT)
- g. ORDINANCE NO. 21-O-47 - An Ordinance Amending the Village Of Willowbrook Employee Personnel Manual By Adding To Article VII, Section 7.17, Entitled "Employee Work From Home Policy - Non-Union" (PASS)
- h. RESOLUTION NO. 21-R-63 - A Resolution of The Village Of Willowbrook For Initial And Final Acceptance Of Public Improvements In The Village Of Willowbrook, DuPage County, Illinois (ADOPT)
- i. MOTION - A MOTION TO APPROVE A CHANGE ORDER OF \$44,750.87 FOR THE 2021 MFT ROAD PROJECT CONTRACT WITH M&J ASPHALT (APPROVE) (Note: No documentation included for this motion.)

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

Trustee Mistele asked if item 5i can be removed for discussion.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to approve the Omnibus Vote Agenda except for item 5i.

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

MOTION DECLARED CARRIED

Trustee Mistele asked for clarification as to why there is an additional charge or cost for the MFT Road Project. Since the original contract was for \$277, 000.

Foreman Passero explained that there was additional concrete that was used for curb and sidewalk repairs. Most of the sidewalks were from the 1970's. Residents requested that their sidewalk be repaired because some of the sidewalks had gaps.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass item 5i as presented.

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. MOTION - MOTION TO APPROVE THE FISCAL YEAR 2020/21  
COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND MANAGEMENT  
LETTER (APPROVE)

Director Dittman advised that included in the Agenda Packet are comprehensive Annual Financial Report for the Village of Willowbrook for the Year Ended April 30, 2021, and Management Letter (Report on Internal Controls) Prepared by the Village's audit firm, Sikich LLP. Highlights included:

- The Village received again this year an unqualified "clean" opinion on its financial statements. This is the highest level of opinion that the Village can receive. The CAFR will again be submitted to the Government Finance Officers' Association for consideration of a Certificate of Achievement for Excellence in Financial Reporting. If successful, this will be the 33<sup>rd</sup> year in row for receiving this award.
- General Fund Revenues exceeded the budgeted amount by \$3,093,373, or 38.9%. In addition to the imposition of home rule sales tax effective January 1, 2021, that was not budgeted, revenues that had been budgeted conservatively low due to the economic uncertainty cause by COVID-19 have generally outperformed the estimates. In addition, the large one-time grant received under the CARES Act was awarded after the budget was developed, and thus was not budgeted for.
- Total General Fund expenditures came in over budget amount by \$357,690.
- The net increase in fund balance that resulted after all year-end adjustments and transfers were made was \$2,321,834. The Village had budgeted a net decrease of (\$413,818). The ending General Fund's balance on April 30, 2021, is \$8.45 million, of which \$8.1 million is unrestricted. This represents approximately 323 days of operating expenditures, which exceeds the Village' existing target of reserves of 120.

Director Dittman introduced Brian LeFevre from Sikich, LLP., auditors for the Village of Willowbrook. Mr. LeFevre thanked the Mayor and the Board for inviting us to present some brief comments on the report results of the Audit. It is recommended to read the summary in the Manger discussion and analysis. This section sums up the report. This could be sent to your constituents. There

were good earnings for Pension Funding and IMRA The Police Pension Fund has increased from 68% to 82%. Staff was professional and easy to work with.

Trustee Mistele asked if the triple A bond rates were still in place.

Director Dittman responded yes.

MOTION: Made by Trustee Davi and seconded by Trustee Ruffolo to approve the Fiscal Year 2021/20 Comprehensive Annual Financial Report and Audit Management Letter as presented.

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

MOTION DECLARED CARRIED

#### 7. RESOLUTIONS PERTAINING TO THE SHERIDAN ROAD PROJECT:

- a. RESOLUTION NO. 21-R-64 - A Resolution Of The Village Of Willowbrook Under The Provisions Of The Illinois Highway Code Appropriating The Additional Sum of \$100,445.00 of Motor Fuel Tax Funds (ADOPT)

Foreman Passero stated this project, or the first part of this year's road program, includes all streets in the Farmingdale subdivision except Sheridan Drive. The first part of the road program was completed on August 20. The estimated cost to mill and resurface Sheridan Drive is approximately \$126,872 based on the unit prices included in the bid. The total amount budgeted for the MFT project this year was \$350,000. Staff is requesting an additional \$100,445 in MFT funding to complete the second part of the project that includes Sheridan Road. Staff went out to bid for a second time on September 21 and received eight (8) bids. M&J Asphalt and Paving came in as the low bidder at the cost of \$128,047.

Trustee Mistele asked "What do we have budgeted for these projects and are all these projects covered in the MFT?"  
Foreman Passero stated that this is all in the budget.

Trustee Davi asked, "When will the project begin?"

Foreman Passero approximately three weeks from now so, mid-November.

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to adopt Resolution No. 21-R-64 as presented.

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

MOTION DECLARED CARRIED

b. RESOLUTION NO. 21-R-65- A Resolution of The Village of Willowbrook Determining The Lowest Responsible Bidder And Awarding A Contract to M&J Asphalt Paving Company, Inc. For Phase 2 of the 2021 Road Maintenance Program (ADOPT)

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution No. 21-R-65 as presented.

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

MOTION DECLARED CARRIED

#### 8. Discussion of Liquor License Fees, Business Licenses Fees and Video Gaming Fees

Assistant Administrator Halloran explained that staff is asking the Board to review the existing liquor license, video gaming and business license fees. In 2020, the Board reduced liquor license and video gaming fees. Attached are all related fees for your discussion. There are towns from DuPage County and other areas that have reduced fees. Staff would like to know if the Board would like to continue with the lower fees.

Mayor Trilla suggested that the fees for Liquor Licensing and Video Gaming increase twenty-five (25%) this year and gradually go up twenty-five percent (25%) over the next three years, including 2022.

The consensus is to follow the Mayor's recommendation.

Attorney Bastian recommended that the updated ordinance will be added to the next agenda.

9. RESOLUTION NO. 21-R-66- A Resolution Creating Set  
Hours for Halloween Solicitation In The Village Of Willowbrook

Chief Schaller stated since 1994, the Village Board has established by resolution suggested hours for Halloween "Trick or Treat" activities. Unfortunately, there was no treat or treating last year due to COVID-19. This year the recommendation for the Halloween solicitation is Sunday, October 31<sup>st</sup>, 2021 from 3:00 p.m. to 7:00 p.m.

Trustee Berglund asked if the hours could be 2:00 p.m. to 7:00 p.m. since Halloween is on a Sunday.

Chief Schaller said that would be fine.

MOTION: Made by Trustee Berglund and seconded by Trustee Oggerino to amend Resolution No. 21-R-66 to 2:00 p.m. to 7:00 p.m. for the solicitation hours for Halloween.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund commented that the picture of Community Center looks good.

Trustee Davi had no report.

Trustee Oggerino had no report.

11. ATTORNEY'S REPORT

Attorney Bastian had no report.



12. CLERK'S REPORT

Clerk Hahn had no report.

13. ADMINISTRATOR'S REPORT

Administrator Pabst shared an update on the Community Resource Center. Staff and Trustee Mistele would like the pillar on the SW corner for a Campus feel. This option will not blind pedestrians. The consensus from the Board is in favor of the new image of the Community Resource Center.

14. MAYOR'S REPORT

Mayor Trilla had no report.

15. EXECUTIVE SESSION

The Appointment, Employment, Compensation, Discipline, Performances or Dismissal of Specific Village Employees Authorized by 5 ILCS 120/2(c)(1)

16. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adjourn the Regular Meeting at the hour of 7:06 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2021.

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

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

October 25, 2021

GENERAL CORPORATE FUND	-----	\$131,070.48
WATER FUND	-----	\$5,489.78
LAND ACQUISITION FUND	-----	\$3,435.00
TOTAL WARRANTS	-----	\$139,995.26

Nathan Gaskill, Interim Director of Finance

APPROVED:  
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	660.00
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	330.00
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	220.00
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	220.00
				CHECK APCHK 97750 TOTAL FOR FUND 01:			5,711.42
10/25/2021	APCH	97751	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	630-228	30	198.60
				MAINTENANCE - BUILDING	630-228	30	234.18
				MAINTENANCE - BUILDING	630-228	30	1,827.23
				CHECK APCHK 97751 TOTAL FOR FUND 01:			2,260.01
10/25/2021	APCH	97752	CLARKE AQUATIC SERVICES INC	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	1,213.00
10/25/2021	APCH	97753*#	COMED	RED LIGHT - COM ED	630-248	30	40.19
				RED LIGHT - COM ED	630-248	30	40.07
				RED LIGHT - COM ED	630-248	30	32.85
				ENERGY - STREET LIGHTS	745-207	35	448.58
				ENERGY - STREET LIGHTS	745-207	35	43.48
				ENERGY - STREET LIGHTS	745-207	35	489.10
				CHECK APCHK 97753 TOTAL FOR FUND 01:			1,094.27
10/25/2021	APCH	97754	DAVIS & STANTON, INC.	EMPLOYEE RECOGNITION	630-309	30	94.00
				EMPLOYEE RECOGNITION	630-309	30	66.00
				CHECK APCHK 97754 TOTAL FOR FUND 01:			160.00
10/25/2021	APCH	97755	DU-COMM	RADIO DISPATCHING	675-235	30	3,548.35
				RADIO DISPATCHING	675-235	30	69,867.75
				CHECK APCHK 97755 TOTAL FOR FUND 01:			73,416.10
10/25/2021	APCH	97756#	DUPAGE MAYORS AND MGRS. CONF.	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	300.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	150.00
				CHECK APCHK 97756 TOTAL FOR FUND 01:			450.00
10/25/2021	APCH	97758	FLEETPRIDE TRUCK & TRAILER PARTS	MAINTENANCE - VEHICLES	735-409	35	189.47

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
10/25/2021	APCH	97759	FOREST AWARDS & ENGRAVING	OFFICE SUPPLIES	410-301	05	41.81
10/25/2021	APCH	97760	FSS TECHNOLOGIES LLC	MAINTENANCE - GARAGE	725-413	35	47.00
10/25/2021	APCH	97761	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	630-201	30	405.00
10/25/2021	APCH	97762	HOME DEPOT CREDIT SERVICES	OFFICE SUPPLIES	710-301	35	18.81
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	12.87
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	232.56
				MAINTENANCE - VEHICLES	735-409	35	296.94
				CHECK APCHK 97762 TOTAL FOR FUND 01:			561.18
10/25/2021	APCH	97763	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
10/25/2021	APCH	97764#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	630-315	30	36.57
				COPY SERVICE	630-315	30	324.85
				COPY SERVICE	810-315	40	360.26
				CHECK APCHK 97764 TOTAL FOR FUND 01:			721.68
10/25/2021	APCH	97766	NICHOLAS VOLEK	UNIFORMS	630-345	30	428.68
10/25/2021	APCH	97767	NORTHERN IL POLICE ALARM SYSTEM	OPERATING EQUIPMENT	630-401	30	59.10
10/25/2021	APCH	97768#	ORBIS SOLUTIONS	EDP EQUIPMENT/SOFTWARE	417-212	05	1,485.00
				EDP EQUIPMENT/SOFTWARE	640-212	30	50.00
				CHECK APCHK 97768 TOTAL FOR FUND 01:			1,535.00
10/25/2021	APCH	97769	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	630-228	30	96.63
10/25/2021	APCH	97771	RAGS ELECTRIC, INC	MAINTENANCE - STREET LIGHTS	745-223	35	288.00
10/25/2021	APCH	97772	RATHS, RATHS & JOHNSON, INC.	PLAN REVIEW - STRUCTURAL-REIMB	820-255	40	1,684.50
				PLAN REVIEW - STRUCTURAL-REIMB	820-255	40	705.00
				CHECK APCHK 97772 TOTAL FOR FUND 01:			2,389.50
10/25/2021	APCH	97773	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	149.98

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				AMMUNITION	630-346	30	1,234.00
				OPERATING EQUIPMENT	630-401	30	83.00
				CHECK APCHK 97773 TOTAL FOR FUND 01:			1,466.98
10/25/2021	APCH	97774	SECRETARY OF STATE	MAINTENANCE - VEHICLES	630-409	30	151.00
10/25/2021	APCH	97775#	SIKICH LLP	CONSULTING SERVICES - IT	460-306	10	150.00
				AUDIT SERVICES	620-251	25	3,500.00
				CHECK APCHK 97775 TOTAL FOR FUND 01:			3,650.00
10/25/2021	APCH	97776	T.P.I.	PLAN REVIEW - BUILDING CODE-REIMB	820-258	40	2,344.25
				PLAN REVIEW - BUILDING CODE-REIMB	820-258	40	15,912.50
				PART TIME - INSPECTOR-REIMB	830-109	40	4,188.00
				PLUMBING INSPECTION-REIMB	830-115	40	200.00
				CHECK APCHK 97776 TOTAL FOR FUND 01:			22,644.75
10/25/2021	APCH	97777*#	TAMELING GRADING	STREET & ROW MAINTENANCE	750-328	35	2,506.00
10/25/2021	APCH	97779	ULINE	MAINTENANCE SUPPLIES	570-331	20	414.66
10/25/2021	APCH	97782	VAN'S ENTERPRISES LTD	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	755.00
10/25/2021	APCH	97783#	WAREHOUSE DIRECT	COMMISSARY PROVISION	455-355	10	36.69
				COMMISSARY PROVISION	455-355	10	31.20
				OFFICE SUPPLIES	630-301	30	325.06
				OFFICE SUPPLIES	630-301	30	27.78
				OFFICE SUPPLIES	630-301	30	96.72
				UNIFORMS	630-345	30	254.94
				UNIFORMS	630-345	30	838.09
				OPERATING EQUIPMENT	630-401	30	791.68
				CHECK APCHK 97783 TOTAL FOR FUND 01:			2,402.16
10/25/2021	APCH	97784	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
10/25/2021	APCH	97785	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	630-409	30	371.64
				Total for fund 01 GENERAL FUND			131,070.48


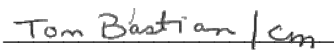
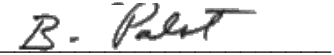
Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
10/14/2021	APCH	97741*#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	401-201	50	116.30
10/15/2021	APCH	97742*#	ACCESS ONE, INC.	PHONE - TELEPHONES	401-201	50	92.41
				PHONE - TELEPHONES	401-201	50	92.33
				CHECK APCHK 97742 TOTAL FOR FUND 02:			184.74
10/25/2021	APCH	97744	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	22.50
10/25/2021	APCH	97753*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	725.67
10/25/2021	APCH	97765	MRO SYSTEMS LLC	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	570.96
10/25/2021	APCH	97770	PDC LABORATORIES INC	SAMPLING ANALYSIS	420-362	50	40.00
10/25/2021	APCH	97777*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,371.25
10/25/2021	APCH	97778	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	133.20
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	423.90
				CHECK APCHK 97778 TOTAL FOR FUND 02:			557.10
10/25/2021	APCH	97780	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	1,820.00
10/25/2021	APCH	97781	USABLUEBOOK	CHEMICALS	420-361	50	81.26
				Total for fund 02 WATER FUND			5,489.78

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 14 LAND ACQUISITION, FACILITY, EXPANSION &							
10/25/2021	APCH	97757	ENGINEERING SOLUTIONS TEAM	ENGINEERING	920-245	75	3,435.00
				Total for fund 14 LAND ACQUISITION, FACILITY, E			3,435.00
TOTAL - ALL FUNDS							139,995.26

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

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

## VILLAGE OF WILLOWBROOK

<b>BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY</b>	
<b>A RESOLUTION ACCEPTING, APPROVING AND RATIFYING THE PROPOSAL OF DESIGN CONCEPTS, INC. TO PRODUCE PARK DESIGN CONCEPTS, PREPARATION OF CONSTRUCTION DOCUMENTS, AND RELATED SERVICES, FOR IMPROVEMENTS AT RIDGEMOOR PARK, AT A COST NOT TO EXCEED \$24,900.00</b>	<b>AGENDA NO.</b> 5.d. <b>AGENDA DATE:</b> 10/25/21
<b>STAFF REVIEW:</b> Sean Halloran, Assistant Village Administrator	<b>SIGNATURE:</b> 
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney	<b>SIGNATURE:</b> 
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	<b>SIGNATURE:</b> 
<b>REVIEWED &amp; APPROVED BY A COMMITTEE:</b>	<b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>N/A</b> <input checked="" type="checkbox"/>
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</b> <p>While the Village has reviewed other engineering firms' services in the past that have been adequate, the institutional knowledge and deep skill-set offered by Design Perspectives regarding park playground enhancements have been relied upon for more challenging design issues. Design Perspectives submitted a proposal for more work for the Village regarding the design of Ridgemoor Park. This scope of work includes services not related to design, including assistance with public communication and bid offerings. With their local understanding of issues and competitive pricing, staff recommends awarding a contract to Design Perspectives.</p> <p>Staff is requesting Village Board consideration of a Resolution authorizing the execution of an agreement with Design Perspectives for a not-to-exceed amount of \$24,900.00.</p>	
<b>ACTION PROPOSED:</b> <p>Adopt the Resolution.</p>	



**RESOLUTION NO. 21-R-\_\_**

**A RESOLUTION ACCEPTING, APPROVING AND RATIFYING THE PROPOSAL OF  
DESIGN CONCEPTS, INC. TO PRODUCE PARK DESIGN CONCEPTS,  
PREPARATION OF CONSTRUCTION DOCUMENTS, AND  
RELATED SERVICES, FOR IMPROVEMENTS AT RIDGEMOOR PARK,  
AT A COST NOT TO EXCEED \$24,900.00**

---

**WHEREAS**, the Village of Willowbrook (“Village”) requested proposals for design concepts, preparation of construction documents, and related services, for improvements at the Village’s Ridgemoor Park facility; and

**WHEREAS**, the Project involves separate phases and Phase I includes design concepts, preparation of construction documents, and related services; and

**WHEREAS**, of the proposals received by the Village for Phase I of the Project, Design Perspectives, Inc.’s Proposal is acceptable to the Village; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Proposal of Design Perspectives, Inc., attached hereto as Exhibit “A”, for Phase I of the Ridgemoor Park Improvement Project, at a cost not to exceed Twenty Four Thousand Nine Hundred and 00/100ths (\$24,900.00), is hereby accepted, approved and ratified.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BE IT FURTHER RESOLVED** that the Village Mayor is hereby directed and authorized to execute the proposal of Design Perspectives, Inc., on behalf of the Village, said Proposal.

PASSED and APPROVED this 25<sup>th</sup> day of October, 2021 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

## **EXHIBIT “A”**



January 13, 2021

Mr. John Fenske  
Parks & Recreation Manager  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

RE: Professional Design Services for Ridgemoor Park  
(Proposal Number: 21-5812)

Dear John,

It is a pleasure to have been involved in the planning on your past park re-development projects. The Village Comprehensive Parks & Recreation Master Plan was a success and it is now time to move into design and construction of this capital project. I understand that the Village is seeking to redevelop the park space at Ridgemoor Park with a primary focus to update the playground area.

SCOPE OF SERVICES REQUESTED:

The project consists of a playground improvement project with a preliminary budget up to \$150,000. The project direction would include;

- New playground equipment
- New concrete plaza and walks for playground accessibility
- Wood chip safety surface with concrete curbing. The design process will explore a fully accessible rubber safety surface if the budget allows.
- Handicap accessible benches and picnic table
- Site restoration

Design Perspectives, Inc. has included the tasks below as professional services in our base fee.

#### BASE SCOPE OF SERVICES

**A. Project Start Up**

Design Perspectives will meet with the agency staff to fully define the work plan as it relates specifically to the task, along with finalizing the schedule. The purpose of this start up meeting is to further clarify project goals and objectives, discuss roles and responsibilities, establish project budget and meeting schedules, and request documentation. A topographic survey for the project playground area will be obtained.

*Total number of meetings for this step: 1*

**B. Conceptual Designs**

We will prepare two loose concept design drawings to best determine your desires and develop the best solution for your needs of the playground area. A general outline of budget allowances from these concept drawings will be discussed and agreed upon. The conceptual designs will be presented in Scope Item C along with the playground equipment ideas.

*Total number of meetings for this step: 1*

**C. Information Gathering, Community Input & Public Involvement**

After working with staff to identify the project goals and objectives, we will recommend an appropriate involvement opportunity. A public meeting (Virtual and/or small group setting) will be held to showcase the conceptual designs and the various playground equipment provided by invited equipment vendors to seek out public comment and selection.

*Total number of meetings for this step: 1*

**D. Construction Documents**

Design Perspectives will assemble a set of construction documents for the park project. We will attend one Parks & Recreation Commission meeting to review the documents and answering questions prior to going to bid. Specific tasks include:

1. Prepare final site plan.
2. Finalize the graphic and written documentation that will be used to bid and construct the park project.
3. Prepare Project Manual including front end documents.
4. Prepare Division 2 Technical Specifications as it relates to our scope of work.
5. Prepare cost estimate for construction work as it relates to our scope of work.
6. Prepare quantities of work for Bid Form as it relates to our scope of work.

7. **The Village Engineer will provide final review of grading and drainage plans and associated details/specifications as needed.**

*Total Number of Meetings for this step: Up to 2*

**E. Bidding Assistance (General Contractor)**

1. Recommend reputable contractors for your consideration and e-mail Ad for Bid to interested parties.
2. Answer incidental contractor questions regarding the documents.
3. Issue written addenda for distribution to all bidders regarding clarifications or substantial changes of the bidding documents as approved by you.
4. Tabulation of bid results, review bids and provide recommendation for award.

*Total Number of Meetings for this step: Up to 2*

**F. Construction Administration (General Contractor)**

1. Conduct construction meetings to observe the work at intervals appropriate to the stage of construction. Not to exceed 2 visits.
2. Prepare owner approved change orders as requested.
3. Review contractor's application for payment.
4. Review contractor's project submittals.
5. Review the site for during construction milestones, substantial completion, prepare punch list and provide recommendation for completion.

*Total Number of Meetings for this step: Up to 3*

**The proposal does include professional surveying and associated costs will be included in our base fee. The Village Engineer, CBBEL, will provide needed civil engineering services under a separate contract as needed.**

**Our proposal does not include any permitting and/or permitting assistance associated with this playground project. The Village will be responsible for securing all necessary permits associated with the project and construction activities.**

**STAFF ASSIGNMENTS:**

The staff assigned to work on this project has the unique qualifications to complete this project in a quick and efficient manner. Tod J. Stanton, will serve as project manager for this project.

FEES:

The scope below has been broken down with a lump sum fee approach. The total to complete items A-G with all reimbursable expenses is \$24,900.00. Any work outside of the services listed in this proposal will be handled on an hourly basis approved by the Owner prior to commencing the work.

**Village of Willowbrook Ridgemoor Park**

Task	Fee
A. Project Start Up	\$900.00
B. Conceptual Designs	\$6,500.00
C. Information Gathering, Community Input & Public Involvement	\$1,200.00
D. Construction Documents	\$8,800.00
E. Bidding Assistance (General Contractor)	\$1,000.00
F. Construction Administration (General Contractor)	\$3,000.00
Design Perspectives Sub-Total	\$21,400.00
G. Sub-Consultant Fees (Survey)	\$3,500.00
<b>Total:</b>	<b>\$24,900.00</b>

2021-2022 HOURLY BILLING RATES:

Principal:	\$135.00 per hour
Project Manager:	\$105.00 per hour
Designer/CAD Drafter:	\$85.00 per hour
Administrator:	\$35.00 per hour

## PROJECT SCHEDULE:

The following schedule for this project is listed below. The project is anticipated to commence starting in April 2021 and the schedule is tentative.

Task	Date
A. Project Start Up	April 2021
B. Conceptual Designs	May 2021
C. Information Gathering, Community Input & Public Involvement	June 2021
D. Construction Documents	June-July 2021
E. Bidding Assistance (General Contractor)	August 2021
F. Construction Administration (General Contractor)	Fall 2021- Spring 2022*

\* Weather dependent

## INVOICING:

We will invoice this project on a 30-day cycle. Prompt payment is expected. Project accounts over 30 days past due will be placed on inactive status.

If you have any questions, please contact me at 630-606-0776 or e-mail: [tod@design-perspectives.net](mailto:tod@design-perspectives.net). In closing, I look forward to working with you on this very exciting project.

Sincerely,



Tod J. Stanton, ASLA  
President  
Design Perspectives, Inc.



If the above scope of work and terms are acceptable, please sign below and send one copy to us. An executed copy of this proposal will serve as our binding agreement between both parties. This proposal expires if not properly executed for the scope of work outlined after March 31, 2021.

\_\_\_\_\_  
Authorized Representative  
Village of Willowbrook

\_\_\_\_\_  
Date



1-13-21

\_\_\_\_\_  
Mr. Tod J. Stanton,  
President

\_\_\_\_\_  
Date

## TERMS & CONDITIONS:

- A. Standard of Care – The standard level of care for professional services performed by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and locality.
- B. Limitation of Liability –In recognition of the relative risks of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's fee for services rendered in this agreement. It is intended that this limitation apply to any and all liability or course of action however alleged or arising, unless otherwise prohibited by law.
- C. Dispute Resolution – Client and Consultant agree that they shall first submit any and all unsettled claims, counter claims, disputes, and other matters in question arising out of or related to this Agreement to mediation in accordance with standard industry rules, effective as of the date of this agreement.
- D. Termination of Contract – Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services and ultimately termination.
- E. Opinions of Cost – When included in Consultant's scope of services, estimates of probable construction cost are prepared by Consultant to represent judgment as a professional generally familiar with the industry. Consultant makes no claim to control these associated costs and may vary from Consultant's estimate.
- F. Force Majeure – Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without negligence.
- G. Ownership of Documents – Use of the documents by Client without permission shall be at the Client's sole risk.
- H. Payment – We will invoice this project on a 30-day cycle. Prompt payment is expected within 14 days of Intech receiving payment from the Client on a timely basis. Project accounts over 60 days past due will be placed on inactive status and subject to late fees. Failure of Client to pay Intech on a timely basis does not remove requirements for Intech to make payments to Design Perspectives for service rendered and additional negotiations can be made to fulfill payment obligations.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK REDUCING  
CERTAIN LICENSEE FEES FOR THE 2022 LICENSING YEAR

**AGENDA NO. 5.e.****AGENDA DATE:** 10/25/21**STAFF REVIEW:** Sean Halloran, Assistant Village AdministratorSIGNATURE: Sean Halloran**LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: Tom Bastian / cm**RECOMMENDED BY:** Brian Pabst, Village AdministratorSIGNATURE: B. Pabst**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒**STAFF RECOMMENDATION**

At the October 6, 2020, Village Board meeting, Mayor Trilla asked staff to investigate options for a Covid-19 Pandemic Gaming Terminal Fee and Liquor License Reduction Program. The consensus from the Board was to recommend a one-year 75% discount program for gaming terminal fees and liquor license fees, excluding retail and grocery licenses. The program would then be revisited in one year to determine if additional consideration is warranted.

As the one-year term expires, staff asked the Board of Trustees at the October 11, 2021 Board of Trustees meeting for direction regarding fee gaming terminal and liquor license fees, excluding retail and grocery licenses. There was a consensus from the Board to increase gaming terminal and liquor license fees gradually over the next three years to meet the 2020 fee, which is before the reduction. In conclusion, staff is recommending the Board approve a 25% increase to gaming terminal and liquor license fees for 2022.

**ACTION PROPOSED:**

Pass the Ordinance

**ORDINANCE NO. 21-O-\_\_**

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK REDUCING CERTAIN  
LICENSEE FEES FOR THE 2022 LICENSING YEAR**

---

**WHEREAS**, the COVID-19 Pandemic has resulted in substantial losses of revenue for certain licensed businesses operating within the Village of Willowbrook; and

**WHEREAS**, as a result of the pandemic, certain businesses, such as dine-in restaurants and on-premise consumption liquor licensees, were restricted by Department of Health and other regulations as to the number of patrons that can be seated inside of those licensed establishments during the year 2020 and into 2021; and

**WHEREAS**, given the reduced number of reported Coronavirus cases and reduction in positivity rates, certain dine-in restaurants, dine-in food service establishments and on-premise consumption liquor licensed establishments have, pursuant to guidelines, been allowed to increase on-premise patron capacity; and

**WHEREAS**, in an attempt to ease the continued financial burdens facing such establishments, the corporate authorities of the Village have determined that it would be in the best interest of those affected entities to assess the 2022 license fees for certain affected businesses at a rate of fifty percent (50%) of pre-pandemic license fees.

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

**SECTION ONE.** The 2022 license fees for the following license classifications shall be as follows:

<b>Class</b>	<b>Liquor License</b>	<b>Year 2022 License Fee</b>
B	Entertainment, dancing and consumption	\$1,250
B-1	Retail - no consumption - restaurant	\$250
B-2	Retail - consumption on and off premises - coffee/sandwich shop	\$750
C	One day license	\$125
D	Hotel, motel type of class	\$1,750
F	Recreational facility - consumption	\$1,250
G	Private recreational facility - consumption	\$125
H	Catering	\$125
I	Indoor/Outdoor commercial recreational	\$1,250
J	Homeowners' association	\$125
L	Retail consumption on and off premises of a brewpub or Class I brewer	\$1,250
M	Retail - no consumption - gas stations	\$1,250
N	Retail - on premises consultation - hair and nail salon	\$750
O	Video Gaming Cafes	\$625
P	Restaurants with video gaming machines	\$625
	<b>Video Gaming Fee</b>	<b>Year 2022 License Fee</b>
	Video gaming license fee, per machine	\$250, per machine

The foregoing reduced license fees set forth in Section One of this Ordinance shall be in effect for the 2022 license year.

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

**PASSED** and **APPROVED** this 25<sup>th</sup> day of October, 2021 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT THE ORIGINAL APPOINTMENT OF TWO (2) CANDIDATES TO FILL VACANCIES IN THE RANK OF SERGEANT WITHIN THE VILLAGE POLICE DEPARTMENT

### AGENDA NO. 5.f.

AGENDA DATE: 10/25/2021

**STAFF REVIEW:** Robert Schaller, Chief of Police

SIGNATURE: 

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

SIGNATURE: 

**RECOMMENDED BY:** Brian Pabst, Village Administrator

SIGNATURE: 

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

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

Due to the pending retirements of two Sergeants, it is necessary to promote two Sergeants off the Sergeant eligibility list. The first Sergeant retirement we take effect November 2, 2021. The second Sergeant slated for retirement will be assigned to a light duty status effective November 8, 2021, and subsequently retire on March 7, 2022. It is to be noted that both Sergeants have tendered their official letter of intent to retire.

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

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

Chief of Police -1

Deputy Chief of Police -1

Sergeants – 3 (**Pending two retirements**)

Patrol Officers - in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total department composition not to exceed twenty-six (26) members

**TOTAL: 26 sworn officers (25 total after November 2, 2021 and 24 total after March 7, 2022)**

Currently the total number of sworn officers is 26 in the police department.

### ACTION PROPOSED:

Adopt the Resolution, which will enable the Board of Police Commissioners (BOPC) of the Village of Willowbrook to effect the original appointment of two (2) candidates to fill vacancies in the rank of Sergeant.

**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT THE ORIGINAL APPOINTMENT OF TWO (2) CANDIDATES TO FILL VACANCIES IN THE RANK OF SERGEANT WITHIN THE VILLAGE POLICE DEPARTMENT**

**BE FURTHER RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Board of Police Commissioners (BOPC) is hereby authorized to effect the original appointment of two (2) candidates to fill vacancies in the rank of Sergeant within the Willowbrook Police Department.

This Resolution shall be in full force and effect upon its passage and approval, as required by law.

PASSED and APPROVED this 25th day of October, 2021 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

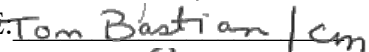
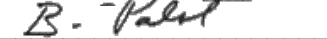


# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING THE PROPERTY TAXES TO BE LEVIED FOR THE 2021 PROPERTY TAX LEVY

**AGENDA NO. 6.****AGENDA DATE:** 10/25/21**STAFF REVIEW:** Sean Halloran, Assistant Village Administrator**SIGNATURE:** **LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Brian Pabst, Village Administrator**SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES ☒ NO ☐ N/A ☐**STAFF RECOMMENDATION**

One component of the Parks and Recreation Department budget process is how the Special Recreation Tax Levy funds certain ADA eligible department expenditures. Since FY 2006, the Board levied the tax as an alternative to funding expenditures out of regular General Fund sources. The following items are funded through the levy:

- 1) Willowbrook's membership in the Gateway Special Recreation Association and direct staff costs;
- 2) Expenditures in assisting recreation participants requiring ADA accommodations, such as one-on-one aides; and
- 3) Improvement to Village parks and playgrounds in providing better accessibility

Currently, the tax impact for a homeowner with a market value of \$300,000 is approximately \$14.03. The attached summary for FY 2022-23 shows Special Recreation projects being considered, which was prepared with input from the Parks & Recreation Manager. Staff projects that as of April 30, 2021, the Village will have \$50,000 in accumulated special recreation tax funds to offset the FY 2022-23 costs.

All ADA Park Improvement costs are not yet known. However, staff estimates that the park improvements will be at least \$70,000, which has been included in the levy:

- \$70,000 for ADA park improvements, plus \$57,441 of other related costs, less estimated reserves of \$50,000 = \$77,441.

Per 35 ILCS 200/18-60, the Village is required, not less than 20 days prior to the adoption of its aggregate levy, to determine the amount of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, estimated to be necessary to be raised by taxation for that year upon the taxable property in its district. The attached resolution provides the estimation of the levy. The ordinance to adopt the tax levy will be presented at the November 22, 2021, Village Board meeting to comply with the 20-day requirement.

The 2021 proposed tax levy is \$77,441. At this amount, the tax impact for a \$300,000 home would be approximately \$14.52. This is a 3.54% increase from the prior year's requested levy, or \$2,647, and includes amounts planned for ADA accessibility at Village parks and the Community Resource Center. All tax collected is restricted to be used on special recreation activities.

**ACTION PROPOSED:**

Adopt the Resolution.

**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING  
THE PROPERTY TAXES TO BE LEVIED FOR  
THE 2021 PROPERTY TAX LEVY**

**WHEREAS**, Section 18-60 of the Truth-in-Taxation Act of the State of Illinois, 35 ILCS 200/18-60 *et. seq.*, requires the corporate authorities, not less than twenty (20) days prior to adoption of its aggregate levy, to determine the amounts of money estimated to be necessary to be raised by taxes from year to year, exclusive of cost of conducting an election as required by the Election Code and debt service levies; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the corporate authorities hereby declare that the 2021 net tax levy for the Village of Willowbrook, exclusive of the cost of conducting an election and debt service levies, has been estimated to be Seventy-Seven Thousand Four Hundred Forty-One and no/100ths Dollars (\$77,441.00).

PASSED and APPROVED this 25<sup>th</sup> day of October, 2021 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

2021 Special Recreation Tax Levy (To be Collected FY 2022-23)			Prior Levy
A.	Gateway SRA Membership (Account 01-20-590-518) <i>No increase voted on at Sept 2021 Gateway meeting</i>	\$ 39,311	\$ 39,310
B.	Staff Costs (Account 01-20-550-101) <i>Attendance of Gateway SRA board meetings, preparation of SRA levy, communicating with residents on special recreation issues, Village oversight of SRA programs and projects, etc.</i>	\$ 6,750	\$ 5,600
C.	ADA Accomodations (Account 01-20-590-520)		
	1 Projections based on previous years to provide assistance for 1:1 aides.	\$ 6,500	6,500
	2 Special Recreation Fishing Day at Willow Pond. <i>Not run in 2019 or 2020 or 2021</i>	\$ -	-
	3 Contingency for ADA assistance for participants in Parks & Recreation Department Activities <i>Not needed in 2021. not anticipated in 2022</i>	\$ -	-
	Subtotal ADA Accomodations	\$ 6,500	\$ 6,500
D.	ADA Park Maintenance (Account 01-20-590-519)		
	1 Approved playground mulch (4 loads x \$1500/load) x 1/2 =	\$ 3,000	3,000
	2 Labor for spreading mulch (4 loads x \$820) x 1/2 =	\$ 1,640	1,640
	3 Rental of handicapped portable toilet upgrade at Borse and Willow Pond \$40/month x 3 months x 2 parks =	\$ 240	240
	Subtotal ADA Park Maintenance	\$ 4,880	\$ 4,880
E.	ADA Park Improvements (Account 01-20-590-521)		
	1 Contribution towards ADA accessible playground modifications: Village parks - Ridgemoor & Creekside		\$ 22,050
	2 Contribution towards continued ADA accessibility work at 825 Midway Drive (Community Resource Center)		
	a Exterior Doorways		
	b Interior Doorways		
	c Concrete work		
	d ADA Compliant Bathrooms		
	e ADA Compliant Counters		\$ 106,500
	Subtotal ADA Park Improvements	\$ 70,000	\$ 128,550
	TOTAL Expenditures	\$ 127,441	\$ 184,840
	LESS: Estimated Restricted accumulated SRA Funds as of 4/30/22	\$ (50,000)	\$ (110,046)
	Total for SRA Tax Levy - 2021	\$ 77,441	
	Total for SRA Tax Levy - 2020		\$ 74,794
	\$ Increase (decrease)	\$ 2,647	
	% Increase (decrease)	3.54%	

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

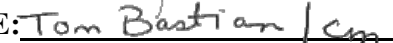
A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE AN AGREEMENT WITH PARVIN-CLAUSS SIGN COMPANY, INC. TO CONSTRUCT AND INSTALL VILLAGE GATEWAY SIGNAGE

**AGENDA NO.** 7.

**AGENDA DATE:** 10/25/21

**STAFF REVIEW:** Sean Halloran, Asst. Village Administrator.

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

**SIGNATURE:** 
**RECOMMENDED BY:** Brian Pabst, 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)**

At the July 12, 2021 Board of Trustees meeting, the Board approved a contract with Parvin Clauss Sign Company to develop gateway signage. This direction from the Board was based on the budget workshop meeting, where the Board gave direction to staff regarding the location and design of the gateway signage.

In June 2021, the Village released a Request for Proposal (RFP) for municipal gateway signage. This RFP included design, build, and installation services, requiring the awarded vendor to have experience with the Illinois Department of Transportation (IDOT). On June 28, 2021, the Village received one (1) proposal from Parvin Clauss Sign Company Inc. At the August 9, 2021, Board of Trustees meeting, the Board gave direction to the Board regarding sign design and locations.

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

Since the August 9, 2021 Board of Trustees meeting, staff has met with governmental agencies regarding the locations approved by the Board. While approval has not been given from the Illinois Department of Transportation, staff is confident that the new locations for Route 83 will be approved by IDOT and result in an Intergovernmental Agreement with the Regency Center. Attached are the new locations for the two monument signs on Route 83. Staff is seeking approval from the Board of Trustees to build and install nine (9) gateway signs throughout the Village. The locations and signage type are below:

- 2 Monument Gateway Signs at the following locations
  - Southbound Route 83 – Regency Center
  - Northbound Route 83 – Near the Midway and Kingery Intersection
- 7 Secondary Gateway Signs at the following locations:
  - 58<sup>th</sup> Place and Clarendon Hills Road
  - 79<sup>th</sup> and Clarendon Hills Road
  - 64<sup>th</sup> and Madison Street
  - 75<sup>th</sup> and Sheridan Drive
  - 63<sup>rd</sup> and Bentley Avenue
  - Garfield Avenue and Plainfield Road
  - Executive Drive and Madison Street

**ACTION PROPOSED:** Adopt the Resolution.

**RESOLUTION NO. 21-R-\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE AN AGREEMENT WITH PARVIN-CLAUSS SIGN COMPANY, INC. TO CONSTRUCT AND INSTALL VILLAGE GATEWAY SIGNAGE**

---

**WHEREAS**, the Village of Willowbrook (“Village”) issued requests for proposals for the design, fabrication and installation of Village Gateway Signs (the “Project”); and

**WHEREAS**, the only responsive proposal received by the Village was the proposal submitted by Parvin-Clauss Sign Company, Inc.; and

**WHEREAS**, the proposal of Parvin-Clauss Sign Company, Inc. was previously accepted by the Village and Parvin-Clauss Sign Company, Inc. has submitted sign renderings acceptable to the Village; and

**WHEREAS**, the corporate authorities of the Village have determined that it is in the best interest of the Village to enter into an agreement with Parvin-Clauss Sign Company, Inc. for the fabrication and installation of Village gateway signage upon the terms and conditions set forth in the Proposal and Agreement attached hereto as Exhibit “A”, and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Proposal of Parvin-Clauss Sign Company, Inc. and Agreement between the Village of Willowbrook for the fabrication and installation of gateway signage, is approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BE IT FURTHER RESOLVED** that the Mayor of the Village be and is hereby authorized and directed to execute, on behalf of the Village, that certain Proposal and Agreement, both attached hereto as Exhibit “A” and made a part hereof.

PASSED and APPROVED this 25<sup>th</sup> day of October, 2021 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

## **EXHIBIT “A”**

## C O N T R A C T

THIS CONTRACT ENTERED INTO THIS \_\_\_\_\_ day of October, 2021 between Parvin-Clauss Sign 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 enter into an agreement with Contractor for the fabrication/construction and installation of Village Gateway Signage.

2. Contractor has submitted a proposal to the Village. Such proposal, including all terms, conditions, requirements and specifications contained therein are incorporated into this agreement as “Exhibit A” and expressly made a part of this agreement as if each term, condition and requirement of said proposal was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the more restrictive terms shall control.

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 in an amount expected not to exceed One Hundred Thirty-Four Thousand Nine Hundred Forty-Four and 00/100<sup>ths</sup> Dollars (\$134,944.00). Payment shall be in accord with the provisions of the proposal.

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

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

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

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

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

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the 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).

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

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

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

A. Publishing a statement:

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

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

- (1) The dangers of drug abuse in the workplace;
- (2) Contractor’s policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations.

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

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

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

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

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

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

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

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

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

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

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

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

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

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

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

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

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

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

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

18. Insurance requirements shall be as follows:

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

B. Coverage shall be at least as broad as:

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



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

C. Contractor shall maintain limits no less than:

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

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.

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

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

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

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

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

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

22. All change orders increasing the cost of the contract by Five Thousand Dollars (\$5,000.00) or less must be approved, in writing, by the Village Administrator. All change orders

increasing the cost of the contract by Five Thousand Dollars(\$5,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

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

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527, Attn: Village Administrator, or to Parvin-Clauss Sign Company, Inc., Attn: Robert A. Clauss, 165 Tubeway Drive, Carol Stream, Illinois 60188, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

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

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

25. Time is of the essence of this Contract.

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

Contractor:

PARVIN-CLAUSS SIGN COMPANY, INC.

By: \_\_\_\_\_  
Robert A. Clauss, President  
and its duly authorized agent

ATTEST:

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

VILLAGE OF WILLOWBROOK

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

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn,  
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. \*\***

<b>Contractor and/or Subcontractor</b>	<b>Contract Information</b>	
Contact Person: _____	Contract Number: _____	Pay Period Starting Date: _____
Company Name: _____	Project Number: _____	Pay Period Ending Date: _____
Address: _____	Project: _____	Date Submitted to City: _____
City, State, Zip: _____	Project Location: _____	
Telephone: _____		

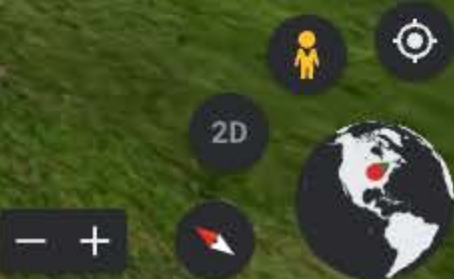
Report Hours for Each Day, Including Overtime Hours. List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Employee Name, Address, SSN & Telephone Number	Classification	PW Hours Worked Each Day during Pay Period																	Total Hrs	Total OT Hrs	Hrly Rate	OT Rate	Total Wages Paid	Hourly Fringe Benefit			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17						Pens	Hea & Welf	Vac	Train



**EXHIBIT “A”**







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