

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, AUGUST 8, 2022, FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M. 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

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

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

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

**Meeting ID: 893 8483 5936**

**Written Public Comments Can Be Submitted By 6:15 P.M. on AUGUST 8, 2022, to aarteaga@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 - Board of Trustees Meeting July 25, 2022 (APPROVE)
  - c. Minutes - Committee of the Whole Meeting July 25, 2022 (APPROVE)
  - d. Warrants \$241,039.90
  - e. MOTION - A MOTION TO APPROVE EXPENDITURE FOR THE DUPAGE COUNTY CHILDREN'S CENTER FOR FISCAL YEAR 2022/2023 (PASS)

- f. RESOLUTION NO. - A RESOLUTION APPOINTING ALEX ARTEAGA AS THE VILLAGE OF WILLOWBROOK'S DELEGATE AND SEAN HALLORAN AS THE VILLAGE OF WILLOWBROOK'S ALTERNATE DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY (ADOPT)
- g. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK AND BROTHERS ASPHALT PAVING, INC. (ADOPT)

NEW BUSINESS

- 6. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO RBH CONSTRUCTION, LLC FOR THE POLICE DEPARTMENT PASS THROUGH WALL PROJECT (ADOPT)
- 7. RESOLUTION NO. - A RESOLUTION ACCEPTING A PROPOSAL FROM HAYES MECHANICAL LLC AND AUTHORIZING THE PURCHASE OF A HVAC MAINTENANCE AND SERVICE PROGRAM FOR VILLAGE FACILITIES FOR ONE YEAR, AT A COST NOT TO EXCEED \$18,900.00) (ADOPT)
- 8. RESOLUTION NO. - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, A FIRST AMENDMENT TO AN EMPLOYMENT AGREEMENT WITH BRIAN PABST FOR THE EMPLOYMENT POSITION OF VILLAGE ADMINISTRATOR OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)
- 9. REGARDING THE TEMPORARY POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT
  - a. ORDINANCE NO. - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK CREATING THE TEMPORARY EMPLOYMENT POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)
  - b. RESOLUTION NO. - A RESOLUTION APPOINTING BRIAN PABST TO THE TEMPORARY EMPLOYMENT POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)
- 10. RESOLUTION NO. - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH SEAN HALLORAN FOR THE EMPLOYMENT POSITION OF VILLAGE ADMINISTRATOR OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JULY 25, 2022, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

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

1. CALL TO ORDER

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

2. ROLL CALL

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

Present via conference call Director of Community Development Michael Krol.

ABSENT: Trustee Mark Astrella and Chief Robert Schaller.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Deputy Chief Kaspar 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 - Board of Trustees Meeting - July 11, 2022 (APPROVE)
- c. Warrants - \$1,092,483.94

- d. RESOLUTION NO. 22-R-34 - A RESOLUTION APPOINTING ALEX ARTEAGA AS THE VILLAGE OF WILLOWBROOK DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY (ADOPT)
- e. ORDINANCE NO. 22-O-28 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AMENDING TITLE 4 OF THE VILLAGE CODE OF ORDINANCES, ENTITLED "MUNICIPAL SERVICES", BY ADDING THERETO CHAPTER 8, ENTITLED "DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT" (PASS)
- f. RESOLUTION NO. 22-R-35 - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK, ILLINOIS AND DuPAGE METROPOLITAN ENFORCEMENT GROUP (ADOPT)
- g. ORDINANCE NO. 22-O-29 - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF TWO (2) FORD EXPLORERS, WITH TRADE-IN(S) (PASS)
- h. RESOLUTION NO. 22-R-36 - A RESOLUTION APPROVING THE PURCHASE OF FURNITURE FOR THE WILLOWBROOK VILLAGE HALL (ADOPT)
- i. RESOLUTION NO. 22-R-37 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK AND COMMONWEALTH EDISON (ADOPT)
- j. ORDINANCE NO. 22-O-30 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK. (PASS)

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

Trustee Berglund asked if we could remove item 5e from the Omnibus Agenda.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to approve the Omnibus Vote Agenda except for 5e.

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

MOTION DECLARED CARRIED

Assistant Administrator stated that staff believes a Deputy Director position would result in a savings by reducing the building and plan review hours of and eliminating a planner position currently provided by Safebuilt with an overall effect of making the department more efficient.

Trustee Berglund questioned the amount we are paying the consultants versus a new employee at a salary of \$100,000 plus

benefits. Assistant Administrator Halloran explained staff expects to see a \$70,000 savings annually. Trustee Berglund stated that she was not aware of the cost of the consultants.

Assistant Administrator Halloran advised that the planning consultant's cost, depending on the volume of activity, is approximately \$125,000 to \$135,000 annually. The anticipated salary in the new position will be \$115,000 to \$120,000, but would also reduce building plan review, building inspections and mechanical inspections as well. Director Krol is AICP a certified Planner as well as a building mechanical inspector. Existing staff can take on some of these tasks.

Mayor Trilla called for a roll call vote on Omnibus item 5.e., adding a Deputy Director of Community Development.

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION NO. 22-R-38 - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE HERITAGE CORRIDOR CONVENTION AND VISITORS' BUREAU FOR ROUTE 66 MONUMENT INSTALLATION AND MAINTENANCE (ADOPT)

Administrator Pabst presented in celebration of the 100<sup>th</sup> anniversary of Route 66, the State of Illinois, via a DCEO grant, approved monies for the fabrication and delivery of a Route 66 historic sign. The MOU, if approved, would be between the Village and the Heritage Corridor Convention and Visitors' Bureau which serves numerous cities and counties southwest of Chicago. DCEO chose this entity to administer the grant financing the construction and delivery of the Route 66 signage.

As a part of the MOU, the Village would be obligated to provide a minimum of a 4-foot concrete pad for the foundation, built to the manufacturer's specifications. The Village would also be responsible for maintaining the sign, and once received, will be the Village's sole property. The property owner, Dell Rhea Chicken Basket, Anne Marie Lombardi, is very excited and willing to sign an Easement and License Agreement with the Village should her property be chosen.

Although the Board could choose to erect this sign in a park, at Village Hall, etc., staff is of the opinion that the most appropriate location would be at the Dell Rhea Chicken Basket, on

Route 66, located at 645 Joliet Road. We have discussed this opportunity with the owner who is in full support should the Village Board agree with the recommended location. In addition, staff will work with Mike Krol and our zoning attorney Matt Holmes to determine what if any zoning relief pertaining to this signage is necessary. We do not need IDOT approval.

Mayor Trilla stated the sign is perfect for this location because of its historic nature located on Route 66.

MOTION: Made by Trustee Berglund and seconded by Trustee Davi to adopt Resolution 22-R-38 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION NO. 22-R-39 - A RESOLUTION APPROVING THE PURCHASE OF PARK BENCHES AT A COST NOT TO EXCEED \$4,500.00 (ADOPT)

Director Kleefisch presented that the Parks and Recreation Department has investigated replacement benches and is proposing the purchase of six (6) P-660 100% recycled plastic benches from Belson Outdoors. These benches are higher quality, have a longer lifespan, and are also capable of being engraved for the purpose of the Village's Memorial Bench program. The typical aluminum bench, or rubber-coated steel bench, has a lifespan of about ten years, these plastic benches have a lifespan of twenty years.

After speaking with the manufacturer, they stated that they have not had to replace a bench because of failure since they were created twenty-five plus years ago. This will create a uniform look and appearance in all of the Village's parks, while also reducing replacement cost and maintenance. Another factor is these will be able to be purchased as engravable personalized messages for memorial benches. Each specific bench costs \$517, mounting brackets are \$54 per bench, and engraving for a memorial bench is \$6 per letter.

Mayor Trilla shared that he has already purchased two benches.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to adopt Resolution 22-R-39 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 22-R-40 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO M&J ASPHALT PAVING COMPANY, INC. FOR THE ROGERS FARM SUBDIVISION - 2022 ROAD PROJECT (ADOPT)

Foreman Passero stated that the 2022 Motor Fuel Tax resurfacing program will consist of the eight roads throughout the Rogers Farm subdivision. Which include the following streets:

Sunset	Tremont Road	Raleigh Road	Rogers Farm
Ridge Road	Wesley Road	Oxford Road	Road
Hill Road	Briar Road		

The total amount budgeted for the MFT project for FY 22-23 is \$565,000. This project includes HMA surface removal, curb and gutter spot repairs, public sidewalk spot repairs, storm basin adjustments, and turf restoration. Sealed bids were opened on June 20th. Six bids were received, and, of those six bids, M&J Asphalt Paving was the lowest responsible bidder at a cost of \$509,686.15

Brother Asphalt	M&J Asphalt	Lindahl Brothers	Schroeder	Chicagoland	K-Five Const.
\$441,328.40	\$509,686.15	\$523,781.15	\$583,084.65	\$615,000.00	\$675,010.30

Brothers Asphalt was the apparent low bidder but, shortly after the bid opening, staff received a call, followed up by a formal letter, from Brothers Asphalt requesting to withdraw their bid due to an error made in the curb and gutter section. Staff is currently working on retaining a portion of their bid bond. Due to the withdrawal of the low bid, staff recommends moving forward with M&J Asphalt.

Trustee Mistele asked where we are at with the bid bond with the Brothers Asphalt Paving.

Attorney Durkin responded we reached a tentative agreement with Brothers and the settlement agreement should be presented to the Board the first meeting in August. The agreement is approximately 50 percent of the bid bond. The bid bond is 5 percent of the bid is approximately \$22,000 and the settlement should be \$11,000.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adopt Resolution 22-R-40 as presented.

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

9. RESOLUTION NO. 22-R-41 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO M&J ASPHALT PAVING COMPANY, INC. FOR THE 67TH STREET RESURFACING PROJECT (ADOPT)

Foreman Passero shared the 2022 Rebuild Illinois (RBI) road resurfacing program will be 67<sup>th</sup> Street from Snug Harbor Drive to Route 83. As the Board is aware, staff previewed the project at the January 13, 2021 Capital Improvement Plan workshop and discussed it at Budget Workshop #3 in March 2021.

The total amount budgeted for the RBI resurfacing project FY 22-23 is \$490,000. This project includes two (2) inch HMA surface removal, public sidewalk spot repairs, storm basin adjustments, and turf restoration. This project will also include the complete removal and replacement of all curbs and gutters along 67<sup>th</sup> Street.

Sealed bids were opened on June 20<sup>th</sup>. Four bids were received and of those four bids, M&J Asphalt Paving was the lowest bid at a cost of \$576,475.25.

M&J Asphalt	Schroeder Asphalt	Lindahl Brothers	K-Five Construction
\$576,475.25	\$593,290.25	\$598,768.80	\$734,475.00

The lowest responsive bidder for the project arrived at a total project cost higher than the engineer's estimate. Based on the higher-than-expected budget amounts, staff is recommending using monies available in the General Fund balance to cover the overage of \$86,475.25. It is staff's recommendation that the construction contract be awarded to M&J Asphalt Paving Company, Inc. in the amount of \$576,475.25

Trustee Neal asked if there is currently an asphalt strike. Foreman Passero stated there is and that is partially why this cost is higher than expected.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adopt Resolution 22-R-41 as presented.

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

10. RESOLUTION NO. 22-R-42 - A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE CITY OF CHICAGO, OFFICE OF PUBLIC SAFETY ADMINISTRATION, TO AUTHORIZE THE VILLAGE TO TRANSMIT ON THE CITY OF CHICAGO PUBLIC SAFETY RADIO FREQUENCIES (ADOPT)

Deputy Kadolph stated, as violent crime has increased in the Chicago region, Willowbrook has not been immune to the spread of these violent offenders. Over the last six months to a year, the Chicago Police Department has coordinated with suburban agencies to saturate the entire region with tactical/special units and detectives to provide extra resources and provided data for days that intelligence predicts will demonstrate an increase in violent crime.

The purpose of this Memorandum of Understanding (MOU) is to establish rules and procedures for Willowbrook Police Department to operate and transmit on the City's public safety radio frequencies.

The programming of the portable radios will be done by DuComm under the approval of the DuPage County ETSB (Emergency Telephone System Board).

The purpose of these saturated patrols is not to deploy outside of our police district but rather to be ready and available to assist agencies when criminal offenders flee jurisdictions into our police district. The oversaturation will provide additional resources that can be coordinated via the Chicago Police Department using their radio frequencies for quick response. The portable radios that are planned to be programmed are the four (4) assigned to the Investigations Division. There is no financial cost to the Village for this programming and MOU.

The question was raised, if the radios are assigned to the investigations team, where does this leave the patrol officers. Deputy Chief Kadolph explained since the current radios are due to be replaced, possibly within the next 60-90 days, it would be a bit of a waste to reprogram the current radios and then have to do it again when the new radios are received. Additionally, the four radios will be assigned to the specific investigators working with the CPD (Chicago Police Department) saturation team and will be able then to coordinate with other uniformed officers as necessary.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to adopt Resolution 22-R-42 as presented.

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

11. ORDINANCE NO. 22-O-31 - AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 77-2 AS APPROVED IN ORDINANCE NO. 77-O-14 AND AS AMENDED IN ORDINANCE NOS. 78-O-43, 80-O-40, 84-O-12, 94-O-29, and 20-O-16 AND GRANTING CERTAIN VARIATIONS FROM THE

ZONING ORDINANCE PC 22-03: 7000 SOUTH KINGERY - DUCKY'S CAR WASH ADDITION (PASS)

Director Krol shared the existing car wash has been operating since the mid-1980s. The property owner acquired the property in 2019 and modernized the car wash with Village Board approval in 2020. The property owner requests an amendment to the special use to relocate and enlarge the dumpster enclosure from near the car wash entrance to the north side of the property, near the car wash exit. The applicant is requesting two (2) variations for the proposed dumpster enclosure location. The car wash will continue to operate from 8:00 A.M. to 7:00 P.M. Monday through Sunday. There is no proposed change to the number of parking spaces, vacuum spaces, gas station pumps, to the car wash, or convenience store itself.

The Plan Commission discussed the dumpster relocation petition at the July 13, 2022 Plan Commission public hearing and voted unanimously 7-0 to forward a positive recommendation to the Village Board. Their motion included all five (5) of the Village staff's recommended conditions of approval.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to pass Ordinance 22-0-31 as presented.

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

PRIOR BUSINESS

12. TRUSTEE REPORTS

Trustee Neal reminded the Board that the Police Department will be again sponsoring Cop on the Rooftop at Willowbrook Dunkin Donuts on August 19<sup>th</sup> from 5 a.m. to 12 noon to benefit Special Olympics.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella was not present.

13. ATTORNEY'S REPORT

Attorney Durkin had no report.

14. CLERK'S REPORT

Clerk Hahn had no report.

15. ADMINISTRATOR'S REPORT

Administrator Pabst had no report.

16. MAYOR'S REPORT

Mayor Trilla had no report.

17. EXECUTIVE SESSION

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

MOTION: Made by Trustee Ruffolo and seconded by Trustee Berglund to adjourn the Regular Meeting and recess to closed session at the hour of 7:00 p.m.

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

MOTION DECLARED CARRIED

18. ADJOURNMENT

Regular meeting adjourned and the Board moved into Closed Session.

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2022.

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Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JULY 25, 2022, AT 5:30 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 5:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

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

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

Absent: Trustee Mark Astrella, Chief Robert Schaller, and Director of Community Development Michael Krol.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Berglund to lead everyone in saying the pledge of allegiance.

4. VISITOR'S BUSINESS

None present and no written comments were received.

5. PRESENTATION - PRESENTATION OF THE PAVEMENT ASSESSMENT PLAN BY THE CHICAGO METROPOLITAN AGENCY FOR PLANNING (CMAP)

Assistant Administrator Halloran introduced the pavement assessment plan. It was a project offered by the Chicago Metropolitan Agency for Planning (CMAP) last summer to include an assessment and evaluation of all Village roads. The project is useful in planning future CIP (Capital Improvement Program) projects.

The presentation was turned over to Joe Stefanski of Applied Research Associates, Inc. (ARA) to present the results of the Village of Willowbrook Pavement Management System Implementation report. ARA was selected by CMAP to collect the data.

Mr. Stefanski provided background of the project. He provided an explanation of what a Pavement Management System is; an objective, data-driven approach to help communities make decisions and support those decisions on what modifications need to be made to help keep pavement in good condition.

He covered the following points in his presentation:

- Data Collection
  - Conduct pavement distress survey using ARA's Laser Crack Measurement System (LCMS) to identify issues including the location and severity: automated crack measurement, automated roughness measurement, pictures of the right-of-way and surroundings taken every 20 feet, linearly referenced and associated with GPS coordinates
- PCI (Pavement Condition Rating) Survey
  - Provided examples of local roads, rated on a scale of zero to 100:
    - 90-100 Good, new pavement
    - 80-89 and 70-79 Satisfactory, use of crack sealant, light patching
    - 60-69 and 50-59 Fair, need to proactively treat with surface treatments.
    - 40-49 and 30-39 Poor, loss of structural integrity, in need of major rehabilitation
    - 20-29 Very poor
  - Pavement condition data and mapping provided to the Village along with spreadsheet data
  - Village specific results
    - Average PCI of 77 - highest condition in the satisfactory range, with almost one-third of the network in fair condition
    - Network mileage of 22.79 miles
  - Pavement Management Software (PAVER)
    - Nationally recognized software
    - Conducts data analysis and provides formatted reports
    - CMAP is offering the Village a one-year license for the software
    - Software also provides future prediction models, budgeting tools, treatment option matrix, make localized maintenance recommendations
  - Recommendations
    - Pavement preservation
    - Update PMS regularly

- o Include structural analysis as part of PMS
- o Perform routine pavement condition inspections (3-5 years)

Mayor Trilla thanked Mr. Stefanski and ARA for provided the report; it is of great value to the Village.

Trustee Neal commended the Village and administration for getting involved in this. Trustee Mistele felt this report would integrate well with the allocation of the MFT (Motor Fuel Tax) funds and prioritize the repairs. Mayor Trilla indicated this is a much deeper look into the issue than had previously been performed.

#### 6. PRESENTATION - PARKS AND RECREATION DEPARTMENT NEW SPECIAL EVENT CONCEPTS FOR 2022

Mayor Trilla called on Parks and Recreation Director Kleefisch to lead the discussion.

Director Kleefisch indicated increase momentum for the parks and recreation department, and to engage the community, he is proposing several non-budgeted, fee-based special events, with several being family oriented. Discussions have already been held with Chief Schaller and the Deputy Chiefs regarding logistics. Sponsorship will be an important part of the planning, in part for community engagement and to bring in additional resources

Director Kleefisch listed the suggested events:

- Watermelons on Water, on national Watermelon Day on August 3  
Responding to a question regarding previous events in Westmont, Director Kleefisch provided additional information. The question was also raised whether this would be restricted to Willowbrook residents only. The Director indicated that this would be an important consideration and will be made easier after the implementation of ActiveNet (activity registration software) which allows for restrictions such as residency to be put in place.
- Pumpkin Flotilla, October 14
- Mug Run, October 22
- Light up the Night, November 5
- Giving Tree and Food Drive, November 14 to December 16
- Elf Tryouts, December 9
- Santa Sleigh, week of December 19-22
- New Year's Eve Baby Bash, December 30
- Nerf Wars, year-round event

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Director Kleefisch indicated he was looking for feedback from the Board and to confirm that the Parks and Recreation department was moving in a direction consistent with the Board's wishes.

Trustee Neal requested the total for all programs and asked if additional expenses such as salaries for the police, police overtime, and Public Works setup and cleanup had been included in the figures, as these could be a considerable additional cost factor.

Director Kleefisch indicated he would complete a tally of costs and get back to the Board. He also indicated that personnel costs were only included in some of the programs.

Additional Trustee comments were made on the benefit to the Village of the programs and particularly like the idea that there were more family-friendly and child-oriented programs being added. All also agreed that Trustee Neal's comments on the additional costs bore consideration.

Mayor Trilla was also very enthusiastic and appreciated the innovation of the plans and agreed with Trustee Neal that the personnel costs must be factored in. He also felt it was important to focus on sponsorship for the programs and marketing the events to allow for the greatest participation.

7. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adjourn the Regular Meeting at the hour of 6:12 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2022.

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

## W A R R A N T S

August 8, 2022

GENERAL CORPORATE FUND	-----	\$97,933.75
WATER FUND	-----	\$69,998.58
CAPITAL PROJECT FUND	-----	67,887.57
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$5,220.00
 TOTAL WARRANTS	-----	 \$241,039.90

Michael Rock, Director of Finance

APPROVED:  
Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/03/2022		APCH	273(E) #	FIRST NATIONAL BANK OMAHA	PERSONNEL RECRUITMENT			** VOIDED **
					PRINTING, PUBLISHING & TRANSCRIPTION			** VOIDED **
					PRINTING, PUBLISHING & TRANSCRIPTION			** VOIDED **
					PRINTING, PUBLISHING & TRANSCRIPTION			** VOIDED **
					FEES/DUES/SUBSCRIPTIONS			** VOIDED **
					FEES/DUES/SUBSCRIPTIONS			** VOIDED **
					FEES/DUES/SUBSCRIPTIONS			** VOIDED **
					COMMISSARY PROVISION			** VOIDED **
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					EDP LICENSES			** VOIDED **
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					PUBLIC RELATIONS			** VOIDED **
					PUBLIC RELATIONS			** VOIDED **
					PUBLIC RELATIONS			** VOIDED **

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
				PUBLIC RELATIONS				** VOIDED **
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				PUBLIC RELATIONS				** VOIDED **
				PUBLIC RELATIONS				** VOIDED **
				CONTINGENCIES				** VOIDED **
				FALL PROGRAM MATERIALS & SERVICES				** VOIDED **
				CHILDRENS SPECIAL EVENTS - OTHER				** VOIDED **
				CHILDRENS SPECIAL EVENTS - OTHER				** VOIDED **
				CHILDRENS SPECIAL EVENTS - OTHER				** VOIDED **
				CHILDRENS SPECIAL EVENTS - OTHER				** VOIDED **
				CHILDRENS SPECIAL EVENTS - OTHER				** VOIDED **
				CHILDRENS SPECIAL EVENTS - OTHER				** VOIDED **
				POND IMPROVEMENTS				** VOIDED **
				EDP LICENSES				** VOIDED **
				FINANCIAL SERVICES				** VOIDED **
				FINANCIAL SERVICES				** VOIDED **

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					FINANCIAL SERVICES			** VOIDED **
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					FINANCIAL SERVICES			** VOIDED **
					FINANCIAL SERVICES			** VOIDED **
					SCHOOLS/CONFERENCES/TRAVEL			** VOIDED **
					FEES/DUES/SUBSCRIPTIONS			** VOIDED **
					FEES/DUES/SUBSCRIPTIONS			** VOIDED **
					OPERATING EQUIPMENT			** VOIDED **
					SCHOOLS/CONFERENCES/TRAVEL			** VOIDED **
					SCHOOLS/CONFERENCES/TRAVEL			** VOIDED **
					SCHOOLS/CONFERENCES/TRAVEL			** VOIDED **
					VILLAGE ENTRY SIGNS			** VOIDED **
08/05/2022	APCH	275 (E)		FIRST NATIONAL BANK OMAHA	FEES/DUES/SUBSCRIPTIONS	455-307	10	12.00
					FEES/DUES/SUBSCRIPTIONS	455-307	10	27.72
					FEES/DUES/SUBSCRIPTIONS	455-307	10	91.93
					FEES/DUES/SUBSCRIPTIONS	455-307	10	161.75
					COMMISSARY PROVISION	455-355	10	131.22
					EDP LICENSES	460-263	10	89.00
					EDP LICENSES	460-263	10	15.93
					EDP LICENSES	460-263	10	513.33
					EDP LICENSES	460-263	10	156.00
					EDP LICENSES	460-263	10	80.00
					FINANCIAL SERVICES	471-252	10	39.00
					FINANCIAL SERVICES	471-252	10	45.71
					CHECK APCHK 275(E) TOTAL FOR FUND 01:			1,363.59
08/05/2022	APCH	276 (E) #		FIRST NATIONAL BANK OMAHA	FINANCIAL SERVICES	471-252	10	2.81
					FINANCIAL SERVICES	471-252	10	35.00
					MAINTENANCE	725-410	35	153.01
					CHECK APCHK 276(E) TOTAL FOR FUND 01:			190.82
08/08/2022	APCH	98937*#		A&W TRAILER LLC	OPERATING SUPPLIES & EQUIPMENT	710-401	35	45.00
08/08/2022	APCH	98939		ADOBE SYSTEMS INC	EDP LICENSES	460-263	10	2,500.66

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/08/2022		APCH	98940	B & E AUTO REPAIR & TOWING	MAINTENANCE - VEHICLES	630-409	30	472.59
08/08/2022		APCH	98941	BENJAMIN KADOLPH	UNIFORMS	630-345	30	207.27
08/08/2022		APCH	98942#	BRIGHTER ELECTRIC	MAINTENANCE - BUILDING	466-228	10	215.00
					STREET IMPROVEMENTS	765-685	35	215.00
					STREET IMPROVEMENTS	765-685	35	5,700.00
					CHECK APCHK 98942 TOTAL FOR FUND 01:			6,130.00
08/08/2022		APCH	98943	BROADWAY IN CHICAGO	ACTIVE ADULT PROGRAM	590-517	20	3,344.00
					ACTIVE ADULT PROGRAM	590-517	20	819.00
					CHECK APCHK 98943 TOTAL FOR FUND 01:			4,163.00
08/08/2022		APCH	98944	BRYAN WELLER	UNIFORMS	630-345	30	116.81
08/08/2022		APCH	98945	BRYAN'S GARAGE DOOR SOLUTIONS	MAINTENANCE	725-410	35	5,622.00
08/08/2022		APCH	98946	BUCKEYE POWER SALES CO INC	MAINTENANCE - BUILDING	466-228	10	525.00
08/08/2022		APCH	98947	CALLAHAN PLUMBING & IRRIGATION	MAINTENANCE - BUILDING	466-228	10	525.00
08/08/2022		APCH	98948	CARROLL CONSTRUCTION SUPPLY	STREET IMPROVEMENTS	765-685	35	179.54
					STREET IMPROVEMENTS	765-685	35	290.69
					CHECK APCHK 98948 TOTAL FOR FUND 01:			470.23
08/08/2022		APCH	98949	CINTAS CORPORATION NO 2	MAINTENANCE	725-410	35	75.03
					MAINTENANCE	725-410	35	62.33
					CHECK APCHK 98949 TOTAL FOR FUND 01:			137.36
08/08/2022		APCH	98950#	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	197.87
					MAINTENANCE - BUILDING	630-228	30	104.50
					MAINTENANCE	725-410	35	505.74
					CHECK APCHK 98950 TOTAL FOR FUND 01:			808.11
08/08/2022		APCH	98951	COMED	MAINTENANCE - TRAFFIC SIGNALS	745-224	35	66.79
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	226.70
					CHECK APCHK 98951 TOTAL FOR FUND 01:			293.49
08/08/2022		APCH	98954*#	FALCO'S LANDSCAPING INC	STREET IMPROVEMENTS	765-685	35	6,450.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					STREET IMPROVEMENTS	765-685	35	5,600.00
					STREET IMPROVEMENTS	765-685	35	4,650.00
					CHECK APCHK 98954 TOTAL FOR FUND 01:			16,700.00
08/08/2022	APCH	98956	FEDERAL EXPRESS CORP.		POSTAGE & METER RENT	455-311	10	30.29
					POSTAGE & METER RENT	455-311	10	121.33
					CHECK APCHK 98956 TOTAL FOR FUND 01:			151.62
08/08/2022	APCH	98957	FIFTH THIRD BANK		OPERATING EQUIPMENT	630-401	30	109.33
08/08/2022	APCH	98959	GBJ SALES, LLC		LANDSCAPE MAINTENANCE SERVICES	565-342	20	256.95
					LANDSCAPE MAINTENANCE SERVICES	565-342	20	419.90
					CHECK APCHK 98959 TOTAL FOR FUND 01:			676.85
08/08/2022	APCH	98960	GRIT PIPE SOLUTIONS LLC		JET CLEANING CULVERT	750-286	35	8,112.50
08/08/2022	APCH	98961*	H AND R CONSTRUCTION INC.		STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,500.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,695.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	5,200.00
					CHECK APCHK 98961 TOTAL FOR FUND 01:			14,395.00
08/08/2022	APCH	98962	HEARTLAND BUSINESS SYSTEMS, LLC		PHONE - TELEPHONES	455-201	10	33.75
					PHONE - TELEPHONES	455-201	10	82.50
					CHECK APCHK 98962 TOTAL FOR FUND 01:			116.25
08/08/2022	APCH	98964	HOUSEAL LAVIGNE ASSOCIATES LLC		CONSULTING	455-306	10	435.00
08/08/2022	APCH	98965	HRISTO BOJILOV		UNIFORMS	630-345	30	899.12
08/08/2022	APCH	98966	JSN CONTRACTORS SUPPLY		OPERATING SUPPLIES & EQUIPMENT	710-401	35	491.64
08/08/2022	APCH	98968	KIRE MITEV		PARK PERMIT FEES	310-814	00	200.00
08/08/2022	APCH	98969	KIRKLAND SAWMILL		MAINTENANCE - EQUIPMENT	570-411	20	265.48
08/08/2022	APCH	98970	KLEIN, THORPE & JENKINS, LTD.		CODIFY ORDINANCES	455-266	10	1,364.00
08/08/2022	APCH	98971*	KONICA MINOLTA BUSINESS SOLUTION		COPY SERVICE	455-315	10	300.00
					COPY SERVICE	630-315	30	101.61
					COPY SERVICE	630-315	30	150.00
					COPY SERVICE	630-315	30	430.65
					COPY SERVICE	630-315	30	300.00
					CHECK APCHK 98971 TOTAL FOR FUND 01:			1,282.26

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/08/2022	APCH	98972	MARTIN CVETANOVSKI		PARK PERMIT FEES	310-814	00	100.00
08/08/2022	APCH	98973	McMaster/Faganel Custom Homes		BROW21-002 - PB20-121	210-109	00	3,000.00
08/08/2022	APCH	98974	METRO REPORTING SERVICE LTD.		FEES - COURT REPORTER	520-246	15	348.00
08/08/2022	APCH	98976	METROPOLITAN MAYORS CAUCUS		FEES/DUES/SUBSCRIPTIONS	410-307	05	415.62
08/08/2022	APCH	98979	NCPERS GROUP LIFE INSURANCE		EMP DED - SUPPLEMENTAL LIFE INSURANCE	210-213	00	80.00
					EMP DED - SUPPLEMENTAL LIFE INSURANCE	210-213	00	80.00
					EMP DED - SUPPLEMENTAL LIFE INSURANCE	210-213	00	80.00
					CHECK APCHK 98979 TOTAL FOR FUND 01:			240.00
08/08/2022	APCH	98980*#	NOVOTNY ENGINEERING		MAINTENANCE - BUILDING	466-228	10	330.00
					SPECIAL PROJECTS	720-230	35	650.00
					SPECIAL PROJECTS	720-230	35	432.00
					CHECK APCHK 98980 TOTAL FOR FUND 01:			1,412.00
08/08/2022	APCH	98981#	ORBIS SOLUTIONS		CONSULTING SERVICES - IT	460-306	10	5,928.00
					EDP EQUIPMENT/SOFTWARE	555-212	20	25.00
					EDP EQUIPMENT/SOFTWARE	640-212	30	385.00
					CHECK APCHK 98981 TOTAL FOR FUND 01:			6,338.00
08/08/2022	APCH	98983	Peter Robinson		BROW22-002 - PB21-519	210-109	00	1,500.00
08/08/2022	APCH	98984	RAGS ELECTRIC, INC		LANDSCAPE MAINTENANCE SERVICES	565-342	20	316.50
08/08/2022	APCH	98985	RAY O'HERRON CO., INC.		OPERATING EQUIPMENT	630-401	30	19.00
					OPERATING EQUIPMENT	630-401	30	38.99
					OPERATING EQUIPMENT	630-401	30	309.00
					BIKE PROGRAM	660-205	30	472.50
					BIKE PROGRAM	660-205	30	97.00
					CHECK APCHK 98985 TOTAL FOR FUND 01:			936.49
08/08/2022	APCH	98986	RCH ROOFING CONSTRUCTION		MAINTENANCE - BUILDING	630-228	30	4,106.63
08/08/2022	APCH	98987	ROBERT HALF		CONSULTING FEES - CLERICAL	471-253	10	686.93
					CONSULTING FEES - CLERICAL	471-253	10	763.25
					CHECK APCHK 98987 TOTAL FOR FUND 01:			1,450.18
08/08/2022	APCH	98988*#	TAMELING GRADING		LANDSCAPE MAINTENANCE SERVICES	565-342	20	1,360.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/08/2022		APCH	98989#	TAMELING INDUSTRIES	MAINTENANCE - BUILDING STREET IMPROVEMENTS	466-228 765-685	10 35	648.00 966.46 1,614.46
					CHECK APCHK 98989 TOTAL FOR FUND 01:			
08/08/2022		APCH	98990	THOMAS J BRESCIA	FEES - FIELD COURT ATTORNEY FEES - FIELD COURT ATTORNEY	630-241 630-241	30 30	2,025.00 1,850.00 3,875.00
					CHECK APCHK 98990 TOTAL FOR FUND 01:			
08/08/2022		APCH	98991	TRAFFIC CONTROL & PROTECTIONS	ROAD SIGNS ROAD SIGNS	755-333 755-333	35 35	111.02 977.60 1,088.62
					CHECK APCHK 98991 TOTAL FOR FUND 01:			
08/08/2022		APCH	98992	WAREHOUSE DIRECT	UNIFORMS UNIFORMS	630-345 630-345	30 30	742.12 230.15 972.27
					CHECK APCHK 98992 TOTAL FOR FUND 01:			
08/08/2022		APCH	98995#	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL SCHOOLS/CONFERENCES/TRAVEL SCHOOLS/CONFERENCES/TRAVEL	410-304 410-304 455-304	05 05 10	30.00 30.00 30.00 90.00
					CHECK APCHK 98995 TOTAL FOR FUND 01:			
					Total for fund 01 GENERAL FUND			97,933.75

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
08/08/2022		APCH	98937*#	A&W TRAILER LLC	VEHICLE MAINTENANCE	401-350	50	27.99
08/08/2022		APCH	98938	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	18.00
08/08/2022		APCH	98953	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	150.00
08/08/2022		APCH	98954*#	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	4,500.00
					SPOILS HAULING SERVICES	430-280	50	4,500.00
					CHECK APCHK 98954 TOTAL FOR FUND 02:			9,000.00
08/08/2022		APCH	98955	FALL REC FEES REIMBURSEMENT	SPOILS HAULING SERVICES	430-280	50	4,500.00
08/08/2022		APCH	98958	FLEETPRIDE TRUCK & TRAILER PARTS	VEHICLE MAINTENANCE	401-350	50	146.25
08/08/2022		APCH	98961*#	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,200.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,500.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,200.00
					SPOILS HAULING SERVICES	430-280	50	6,000.00
					SPOILS HAULING SERVICES	430-280	50	6,150.00
					SPOILS HAULING SERVICES	430-280	50	3,510.00
					SPOILS HAULING SERVICES	430-280	50	2,100.00
					CHECK APCHK 98961 TOTAL FOR FUND 02:			30,660.00
08/08/2022		APCH	98963	HENDERSON PRODUCTS INC	VEHICLE MAINTENANCE	401-350	50	49.84
08/08/2022		APCH	98975	METROPOLITAN INDUSTRIES INC	EDP LICENSES	417-263	50	138.00
					EDP LICENSES	417-263	50	138.00
					EDP LICENSES	417-263	50	138.00
					EDP LICENSES	417-263	50	138.00
					CHECK APCHK 98975 TOTAL FOR FUND 02:			552.00
08/08/2022		APCH	98977	MONROE TRUCK EQUIPMENT INC	VEHICLE MAINTENANCE	401-350	50	2,889.57
08/08/2022		APCH	98978	MRO SYSTEMS LLC	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	2,961.49
08/08/2022		APCH	98980*#	NOVOTNY ENGINEERING	SPECIAL PROJECTS	401-310	50	650.00
					SPECIAL PROJECTS	401-310	50	432.00
					CHECK APCHK 98980 TOTAL FOR FUND 02:			1,082.00
08/08/2022		APCH	98982	PACE ANALYTICAL SERVICES, LCC	SAMPLING ANALYSIS	420-362	50	76.29
08/08/2022		APCH	98988*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,517.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
					SPOILS HAULING SERVICES	430-280	50	10,670.00
					CHECK APCHK 98988 TOTAL FOR FUND 02:			15,187.00
08/08/2022		APCH	98993	WEST SIDE TRACTOR SALES	VEHICLE MAINTENANCE	401-350	50	311.46
08/08/2022		APCH	98994	WILLOWBROOK FORD INC.	VEHICLE MAINTENANCE	401-350	50	1,363.07
					VEHICLE MAINTENANCE	401-350	50	164.36
					VEHICLE MAINTENANCE	401-350	50	361.52
					VEHICLE MAINTENANCE	401-350	50	39.27
					VEHICLE MAINTENANCE	401-350	50	33.74
					VEHICLE MAINTENANCE	401-350	50	424.73
					CHECK APCHK 98994 TOTAL FOR FUND 02:			2,386.69
					Total for fund 02 WATER FUND			69,998.58

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DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 07/27/2022 - 08/10/2022

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 06 SSA ONE BOND & INTEREST FUND								
07/27/2022		APCH	267(E)	MCHENRY SAVINGS BANK	BOND PRINCIPAL EXPENSE			** VOIDED **
					BOND INTEREST EXPENSE			** VOIDED **
					Total for fund 06 SSA ONE BOND & INTEREST FUND			0.00

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User: AARTEAGA  
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 07/27/2022 - 08/10/2022

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
08/08/2022		APCH	98980*#	NOVOTNY ENGINEERING	PUBLIC WORKS BUILDING EXPANSION	600-311	55	687.50
					RESURFACING	600-313	55	25,484.31
					RESURFACING	600-313	55	40,353.26
					GOWER WEST SIDEWALKS	600-314	55	43.75
					COMMUNITY CENTER CONSTRUCTION	600-326	55	1,187.50
					COMMUNITY CENTER CONSTRUCTION	600-326	55	131.25
					CHECK APCHK 98980 TOTAL FOR FUND 10:			67,887.57
					Total for fund 10 CAPITAL PROJECT FUND			67,887.57

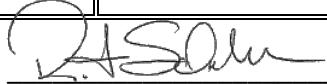
Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
08/08/2022		APCH	98952	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	2,079.00
					LEGAL FEES	401-242	15	616.00
					CHECK APCHK 98952 TOTAL FOR FUND 15:			2,695.00
08/08/2022		APCH	98967	KANE, MCKENNA & ASSOCIATES, INC.	LEGAL FEES	401-242	15	2,525.00
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			5,220.00
					TOTAL - ALL FUNDS			241,039.90

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

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

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> MOTION TO APPROVE EXPENDITURE FOR THE DUPAGE COUNTY CHILDREN'S CENTER FOR FISCAL YEAR 2022/2023	<b>AGENDA NO. 5.e.</b>  <b>AGENDA DATE:</b> 08/08/22
<b>STAFF REVIEW:</b> Robert Schaller, Chief of Police	SIGNATURE: 
<b>LEGAL REVIEW:</b> N/A	SIGNATURE: _____
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	SIGNATURE: 
<b>REVIEWED &amp; APPROVED BY BOPC:</b> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
<b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)</b>  The Willowbrook Police Department has been a contributing member of the DuPage County Children's Center since 1987. The police department has used the services of the Children's Center on numerous occasions and has had successful results.  The DuPage County Children's Advocacy Center is a specialized unit of the DuPage County State's Attorney's Office. Consisting of a Director, a Deputy Chief of Investigations, criminal investigators, child protective investigators on special assignment from DCFS, case managers and a division assistant. The Children's Center investigates and processes all cases of child sexual and severe physical abuse in the County and works with children who witness violent crimes. The Children's Center relies on funding from federal, state, county, local and private sources to provide services.	
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</b>  Staff recommends the Mayor and Board of Trustees approve the expenditure of \$3,000.00 for the Village of Willowbrook's continued participation with the DuPage County Children's Center.	
<b>ACTION PROPOSED:</b>  Pass the motion	



## DUPAGE COUNTY CHILDREN'S CENTER

422 N. County Farm Road • Wheaton, IL 60187 • (630) 407-2750 • Fax (630) 407-2751

July 15, 2022

Chief Robert Schaller  
Chief of Willowbrook Police Department  
7760 Quincy Street  
Willowbrook, IL 60527

Dear Chief Schaller,

Your annual contributions throughout the past have greatly assisted in the operational expenses of the DuPage County Children's Center. It is again that time of year when we request next year's contribution. I am happy to report that contributions will remain the same as last year.

An annual report outlining our activities during the last year is enclosed for your review. We are fortunate to have positive working relationships with each municipal agency in DuPage County and look forward to continued partnership in the investigation of child sexual and severe physical abuse cases.

Our case managers frequently receive calls requesting assistance in obtaining referrals for services for victims of child abuse. You are encouraged to utilize the Center's Case Management Services when needed.

I give my sincere thanks in advance. Together we provide abused children in this county the best chance for safety, healing and justice.

Sincerely,

*Catherine Hundley*

Director

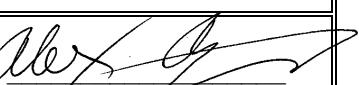


## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION APPOINTING ALEX ARTEAGA AS THE VILLAGE OF WILLOWBROOK'S DELEGATE AND SEAN HALLORAN AS THE VILLAGE OF WILLOWBROOK'S ALTERNATE DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY

**AGENDA NO. 5.f.****AGENDA DATE:** 08/8/22**STAFF REVIEW:** Alex Arteaga, Asst. to the 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 **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

The Village of Willowbrook is represented on the Intergovernmental Risk Management Agency ("IRMA") Board of Directors through an appointed delegate and an alternate delegate. The IRMA Board meets on a quarterly basis to review and discuss relevant risk management related matters affecting municipalities. The designated alternate delegate would attend meetings in the event that the primary delegate could not. The appointment to serve on the IRMA Board of Directors is made by Resolution adopted by the Village Board.

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

One of the duties assigned to the position of Assistant to the Village Administrator within the Administration Department is that of risk management. Therefore, Alex Arteaga will serve as the primary delegate to IRMA. The duties of this position were previously performed by Sean Halloran. Assistant Village Administrator Halloran will become the designated alternate delegate to IRMA.

Note, a similar resolution was included on the Village Board's 7/25/22 meeting agenda, however the resolution only named Alex Arteaga as the Primary IRMA Delegate and did not name Sean Halloran as the Alternate IRMA Delegate. This resolution assigns both the Primary and Alternate Delegate positions, which is an IRMA requirement.

**ACTION PROPOSED:**

Adopt the Resolution.

**RESOLUTION NO. 22-R-\_\_\_\_\_**

**A RESOLUTION APPOINTING ALEX ARTEAGA AS THE  
VILLAGE OF WILLOWBROOK'S DELEGATE AND SEAN HALLORAN  
AS THE VILLAGE OF WILLOWBROOK'S ALTERNATE DELEGATE  
TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY**

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**WHEREAS**, the Village of Willowbrook adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency by Ordinance and thereby became a member of said cooperative; and

**WHEREAS**, said contract provides that member units of local government shall, by majority vote of its corporate authorities, select one (1) person to represent that body on the Board of Directors of said Intergovernmental Agency as the Delegate and one (1) person as the Alternate Delegate.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that Mr. Alex Arteaga, Assistant to the Village Administrator of the Village of Willowbrook, is hereby appointed as the Delegate to represent the Village of Willowbrook and Mr. Sean Halloran, Assistant Village Administrator of the Village of Willowbrook, is hereby appointed as the Alternate Delegate to represent the Village of Willowbrook on the Board of Directors of said Intergovernmental Risk Management Agency commencing August 8, 2022.

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**BE IT FURTHER RESOLVED** that the Village Clerk shall serve a certified copy of this Resolution on the Intergovernmental Risk Management Agency.

PASSED and APPROVED this 8<sup>th</sup> day of August, 2022 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

**VILLAGE OF WILLOWBROOK****BOARD MEETING  
AGENDA ITEM - HISTORY/COMMENTARY**

<b>ITEM TITLE:</b>  A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK AND BROTHERS ASPHALT PAVING, INC.	<b>AGENDA NO.</b> 5.g.  <b>AGENDA DATE:</b> 8/8/2022
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**STAFF REVIEW:** Sean Halloran, Assistant Village Administrator SIGNATURE: Sean Halloran

**LEGAL REVIEW:** Tom Bastian, Village Attorney SIGNATURE: Tom Bastian /cm

**RECOMMENDED BY:** Brian Pabst, Village Administrator SIGNATURE: B. Pabst

**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A

**BACKGROUND**

Village staff released a Request for Bids (RFB) in June 2022 for the 2022 road resurfacing program. The total amount budgeted for the MFT project for FY 22-23 is \$565,000. This project includes HMA surface removal, curb and gutter spot repairs, public sidewalk spot repairs, storm basin adjustments, and turf restoration. Sealed bids were opened on June 20th. Six bids were received, and, of those six bids, M&J Asphalt Paving was the lowest responsible bidder at a cost of \$509,686.15

Brother Asphalt	M&J Asphalt	Lindahl Brothers	Schroeder	Chicagoland	K-Five Const.
\$441,328.40	\$509,686.15	\$523,781.15	\$583,084.65	\$615,000.00	\$675,010.30

Brothers Asphalt was the apparent low bidder but, shortly after the bid opening, staff received a call, followed up by a formal letter, from Brothers Asphalt requesting to withdraw their bid due to an error made in the curb and gutter section. As part of the negotiation with Brothers Asphalt, staff has obtained half of their bid bond which will be paid out in installments for the balance of the fiscal year.

**ACTION PROPOSED:** Adopt the Resolution

**RESOLUTION NO. 22-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK  
APPROVING AND AUTHORIZING THE EXECUTION OF A  
SETTLEMENT AGREEMENT BY AND BETWEEN THE  
VILLAGE OF WILLOWBROOK AND BROTHERS ASPHALT PAVING, INC.**

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**WHEREAS**, the Village of Willowbrook solicited bids for certain construction services in connection with the project known as the Rogers Farm Subdivision 2022 Road Project - MFT Section 22-00000-01-GM (“Project”); and

**WHEREAS**, on or about June 20, 2022, Brothers Asphalt Paving, Inc. (“Brothers”) submitted a bid to the Village to provide certain construction services related to the Project; and

**WHEREAS**, on or about June 20, 2022, the Village conducted a bid opening for the Project, and the bids received were reviewed by Novotny Engineering, an engineering consulting company hired by the Village to evaluate the bids received and recommend an award of a contract for the Project; and

**WHEREAS**, Novotny Engineering recommended that the Village accept the bid submitted by Brothers and award a contract for the Project to Brothers; and

**WHEREAS**, on or about June 20, 2022, Brothers sent written correspondence to the Village in which Brothers notified the Village that certain errors had been made in the bid submitted by Brothers, and requested that said bid be withdrawn without penalty to its bid bond; and

**WHEREAS**, on or about June 28, 2022, the Village sent written correspondence to Brothers notifying Brothers that, pursuant to the terms of the Project’s Contract Documents, the Village had denied Brothers’ request to withdraw its bid and return the bid security submitted with said bid, and that pursuant to the terms of the Contract Documents, the Village demands

that Brothers perform the contract for the Project, or that Brothers forfeit its bid security (“Village’s Claim”); and

**WHEREAS**, the Village and Brothers have entered into negotiations to settle the Village’s Claim; and

**WHEREAS**, the Village has agreed to settle the Village’s Claim upon those terms and conditions set forth in a certain Settlement Agreement and General Release; and

**WHEREAS**, the corporate authorities of the Village have determined that it is in the best interest of the Village to enter into a Settlement Agreement and General Release with Brothers.

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

**SECTION 1.** The corporate authorities hereby approve that certain Settlement Agreement and General Release, a copy of which is attached hereto as Exhibit “A”.

**SECTION 2.** The Village Mayor is hereby authorized and directed to execute, and the Village Clerk is authorized to attest, on behalf of the Village of Willowbrook, the Settlement Agreement and General Release with Brothers Asphalt Paving, Inc.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 3.** This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED this 8th<sup>th</sup> day of August, 2022 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

**Exhibit "A"**

**Settlement Agreement and General Release**

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (“Settlement Agreement”) is made and entered into effective by and between the Village of Willowbrook (“Village”), an Illinois home rule municipal corporation, and Brothers Asphalt Paving, Inc. (“Brothers”) (collectively, “Parties”), as of this \_\_\_\_\_ day of August, 2022.

### **RECITALS**

WHEREAS, the Village of Willowbrook solicited bids for certain construction services in connection with the project known as the Rogers Farm Subdivision 2022 Road Project - MFT Section 22-00000-01-GM (“Project”);

WHEREAS, on or about June 20, 2022, Brothers submitted a bid to the Village to provide certain construction services related to the Project;

WHEREAS, on or about June 20, 2022, the Village conducted a bid opening for the Project, and the bids received were reviewed by Novotny Engineering, an engineering consulting company hired by the Village to evaluate the bids received and recommend an award of a contract for the Project;

WHEREAS, Novotny Engineering recommended that the Village accept the bid submitted by Brothers and award a contract for the Project to Brothers;

WHEREAS, on or about June 20, 2022, Brothers sent written correspondence to the Village in which Brothers notified the Village that certain errors had been made in the bid submitted by Brothers, and requested that said bid be withdrawn without penalty to its bid bond;

WHEREAS, pursuant to the Project’s Contract Documents, no bid may be withdrawn by the bidder without the consent of the Village, after the bid opening has occurred;

WHEREAS, on or about June 28, 2022, the Village sent written correspondence to Brothers notifying Brothers that, pursuant to the terms of the Contract Documents, the Village had denied Brothers’ request to withdraw its bid and return the bid security submitted with said bid, and that pursuant to the terms of the Contract Documents, the Village demands that Brothers perform the contract for the Project, or that Brothers forfeit its bid security (Village’s Claim”);

WHEREAS, the Parties have entered into negotiations to settle the Village’s Claim;

WHEREAS, the Village has employed and had the benefit of counsel of the law firm of Storino, Ramello and Durkin in relation to this Settlement Agreement;

WHEREAS, Brothers has employed and had the benefit of counsel of John Foley of the law firm of Maurides, Foley, Tabangay, Turner & Agustin LLC in relation to this Settlement Agreement;

WHEREAS, both the Village and Brothers have entered into this Settlement Agreement freely, voluntarily, willingly, knowingly, and intelligently, without being under the influence of any force or coercion of any kind, and the terms of this Settlement Agreement are the result of

negotiation and discussion by and between the Village and Brothers and/or their respective attorneys, based upon full and fair disclosure of all relevant facts;

WHEREAS, both the Village and Brothers expressly state that no representation has been made by any other party other than which is contained in this Settlement Agreement, and, after carefully considering the terms of this Settlement Agreement, both the Village and Brothers state they do not regard this Settlement Agreement to be unconscionable;

WHEREAS, the Village and Brothers, in consideration of the obligations hereinafter undertaken, wish to settle and terminate the Village's Claim, to resolve and discharge as between the Village and Brothers, all liabilities, disputed issues, claims, demands, actions, or causes of action arising out of the Village's Claim, to purchase peace, avoid further legal costs, and wish to terminate the Village's Claim pursuant to the terms and provisions expressed herein; and

WHEREAS, the Village and Brothers have entered into this Settlement Agreement to settle, compromise, release and dismiss all claims pending between the Village and Brothers in the Village's Claim, acknowledge that settlement herein is not an admission of liability of illegal conduct by any party, and that this settlement is made to avoid the uncertainty of litigation and the expense in time and money of further litigation, and for the purpose of judicial economy.

## **TERMS**

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **1. Incorporation of Preamble.**

The facts and statements contained in the preambles to this Settlement Agreement are found to be true and correct and are hereby adopted as part of this Settlement Agreement.

### **2. Payment of Consideration.**

In consideration of the exchanges and promises contained herein, payment shall be made by Brothers to the Village, in the total amount of Eleven Thousand and 00/100ths Dollars (\$11,000.00); Three Thousand and 00/100ths Dollars (\$3,000.00), of which shall be paid on or before August 18, 2022; Three Thousand and 00/100ths Dollars (\$3,000.00), of which shall be paid on or before September 18, 2022; Three Thousand and 00/100ths Dollars (\$3,000.00), of which shall be paid on or before October 18, 2022; and Two Thousand and 00/100ths Dollars (\$2,000.00), of which shall be paid on or before November 18, 2022; Each payment required herein shall be made payable to "Village of Willowbrook".

### **3. Release.**

In consideration of the promises and payments made pursuant to this Settlement Agreement, upon the Brothers' payment of Eleven Thousand and 00/100ths Dollars (\$11,000.00) to the Village, the Village does hereby release, acquit and forever discharge Brothers and its agents, employees, representatives, partners, affiliates, officers, successors and assigns from any and all actions arising from the Village's Claims, including, but not limited to, Brothers'

obligations under the award of the contract related to the Project, and any claims against the bid security submitted by Brothers in relation to the Project. Notwithstanding the foregoing, the Village does not release or discharge Brothers from its obligations under breach of this Settlement Agreement.

**4. Corporate Authority for Settlement Agreement.**

Brothers hereby represents and warrants that it has conducted a corporate meeting of its shareholders and/or officers regarding the settlement of the Village's Claim's that resulted in all necessary corporate actions having been taken, including, but not limited to Brothers granting its duly authorized corporate representative the power and authority to enter into and execute this Settlement Agreement on behalf of Brothers.

**5. Village Council Approval for Settlement Agreement.**

This Settlement Agreement is subject to the condition and/or contingency of approval by the Village Council, after execution of the Settlement Agreement by Brothers. The Village Council has regularly scheduled public meetings conducted on the second and fourth Monday of every month. For this Settlement Agreement to be placed on the agenda for a vote of the Village Council for approval, Brothers must provide an original executed Settlement Agreement to the Village's attorney, prior to the Village Council's meeting.

**6. Fees and Costs.**

The Village and Brothers agree that each party shall pay its own costs, expenses, attorney's fees, consultant's fees, and/or any other costs or fees incurred in the settlement of the Village's Claims.

**7. Default.**

A default of this Settlement Agreement will occur upon a breach of the terms or conditions of this Settlement Agreement by duly authorized officers, employees, or agents of the Village or Brothers. In the event of default, the non-breaching party may seek enforcement or bring a civil action for breach of this Settlement Agreement in the 18<sup>th</sup> Judicial Circuit Court of Illinois. The prevailing party in such an action shall be entitled to recover their attorneys' fees, costs and interest accrued pursuing such action. No act of forbearance by a party, with respect to its rights under this Settlement Agreement, shall be deemed a waiver or impair any party's right to enforce this Settlement Agreement by its terms.

**8. Interpretation.**

This Settlement Agreement shall be deemed to have been executed and delivered within the State of Illinois, and shall, in all respects, be interpreted, enforced and governed by the laws of the State of Illinois.

**9. Complete Agreement.**

This Settlement Agreement constitutes the complete understanding between the Village and Brothers. No other promises or agreements, either express or implied, shall be binding unless signed in writing by all parties to this Settlement Agreement.

**10. Voluntary Agreement.**

The Village and Brothers each acknowledge that they have been represented in this matter by counsel, have had sufficient time to consult with their respective counsel, to the extent they deem necessary, have read this Settlement Agreement, understand its provisions and have signed this Settlement Agreement knowingly and voluntarily.

**11. Counterparts.**

This Settlement Agreement may be signed in one or more counterparts, each of which will be considered one and the same agreement, deemed an original, and attached to the entire Settlement Agreement.

**12. Amendments.**

This Settlement Agreement shall inure to the benefit of and may be enforced by or against the parties to this Settlement Agreement. This Settlement Agreement may not be amended, in whole or in part, except in writing, signed by a duly authorized agent of the Village and Brothers.

**13. Severability.**

No waiver of any breach of any provision of this Settlement Agreement shall constitute a waiver of any other breach of that or any other provision hereof. The provisions of this Settlement Agreement shall be considered to be separable and independent of each other. In the event any provision is found to be invalid, such finding shall not affect the validity or effectiveness of any of the remaining provisions of this Settlement Agreement.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF**, the parties have executed this Settlement Agreement this  
\_\_\_\_ day of \_\_\_\_\_, 2022.

**Brothers Asphalt Paving, Inc.**

**Village of Willowbrook**

By: \_\_\_\_\_  
Natalia Colella,  
President

By: \_\_\_\_\_  
Mayor Frank A. Trilla  
Village of Willowbrook

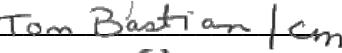
Attest:

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Village Clerk Deborah A. Hahn,  
Village of Willowbrook

## VILLAGE OF WILLOWBROOK

<b>BOARD MEETING</b> <b>AGENDA ITEM - HISTORY/COMMENTARY</b>	
<b>ITEM TITLE:</b> A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO RBH CONSTRUCTION, LLC FOR THE POLICE DEPARTMENT PASS THROUGH WALL PROJECT	<b>AGENDA NO.</b> 6. <b>AGENDA DATE:</b> 7/25/22
<b>STAFF REVIEW:</b> Andrew Passero, Public Works Foreman	SIGNATURE: 
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney	SIGNATURE: 
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	SIGNATURE: 
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>
<b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)</b> Police department staff is seeking approval for the pass-through entry way to be installed. This entry way would allow staff to get to and from the admin side and patrol side without having to go through the lobby. This job would consist of removing the drywall, studs and cinder block then installing a 40-inch door frame. Painting, flooring, and drywall repair are included as well. A request for bid was published and a bid opening was held on July 13 <sup>th</sup> . Two bids were received. The lowest of those two bids was RBH Construction in the amount of \$34,500.00. Staff budgeted \$50,000 for this project.	
 	
<b>STAFF RECOMMENDATION</b> The low bid came in \$15,500 under budget. Staff has worked with RBH Construction in the past on various projects and recommends the approval of this project.	
<b>ACTION PROPOSED:</b> Adopt the resolution	

**RESOLUTION NO. 22-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK  
DETERMINING THE LOWEST RESPONSIBLE BIDDER AND  
AWARDING A CONTRACT TO RBH CONSTRUCTION, LLC  
FOR THE POLICE DEPARTMENT PASS THROUGH WALL PROJECT**

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**WHEREAS**, the Village of Willowbrook (the “Village”) publicly advertised, in the manner prescribed by law, for sealed bids for the Police Department Pass Through Wall Project (the “Project”); and

**WHEREAS**, the sealed bids received were publicly opened on July 13, 2022, examined and declared by officials of the Village, in the manner provided by law; and

**WHEREAS**, of the bids received and opened, the apparent lowest responsible bidder for the Project in the Village is RBH Construction, LLC at a bid of Thirty-Four Thousand Five Hundred and 00/100 Dollars and (\$34,500.00).

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

**SECTION 1:** Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 2:** Lowest Responsible Bidder.

The Mayor and Board of Trustees of the Village do hereby find RBH Construction, LLC to be the lowest responsible bidder for the Police Department Pass Through Wall Project, as set forth in its bid.

**SECTION 3:** Award of Contract.

RBH Construction, LLC is hereby awarded the contract for the afore-referenced street

improvements as bid for the Project at a cost not to exceed Thirty-Four Thousand Five Hundred and 00/100 Dollars and (\$34,500.00), as set forth in its bid proposal subject to: the furnishing of the proper bonds and execution of all contract documents.

**SECTION 4:** Execution of Contract.

The Village Mayor is hereby authorized and directed to execute and the Village Clerk is hereby directed to attest to the contract documents for the project, all on behalf of the Village of Willowbrook, in substantially the same form as the contract attached hereto as Exhibit "A", and expressly made a part hereof.

**SECTION 5:** Effective Date.

This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 8<sup>th</sup> day of August, 2022 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**Contract**

## C O N T R A C T

THIS CONTRACT ENTERED INTO THIS \_\_\_\_\_ day of August, 2022 between RBH Construction, LLC (“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 install and construct a pass through wall at the Village police station (the “Project”).
2. Contractor has submitted a proposal to the Village for the Project. Such proposal dated July 5, 2022, 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. The bid specifications are attached hereto.
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 Thirty-Four Thousand Five Hundred and 00/100 Dollars (\$34,500.00), exclusive of taxes. The Village of Willowbrook is a tax exempt entity. 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, 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, 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.

9. 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.

10. 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).

11. 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.

12. 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 or 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 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.

20. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to RBH Construction,

LLC, 14657 West Victoria Crossing Way, Lockport, Illinois 60441, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

21. 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.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

22. 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:

RBH CONSTRUCTION, LLC

By: \_\_\_\_\_  
Richard B. Hadlock, III,  
Its Manager and duly authorized agent

ATTEST:

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

Village of Willowbrook

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

## SUBCONTRACTORS

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

### 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: \_\_\_\_\_

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

1081074.1

## C O N T R A C T

THIS CONTRACT ENTERED INTO THIS \_\_\_\_\_ day of August, 2022 between RBH Construction, LLC (“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 install and construct a pass through wall at the Village police station (the “Project”).
2. Contractor has submitted a proposal to the Village for the Project. Such proposal dated July 5, 2022, 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. The bid specifications are attached hereto.
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 Thirty-Four Thousand Five Hundred and 00/100 Dollars (\$34,500.00), exclusive of taxes. The Village of Willowbrook is a tax exempt entity. 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, 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, 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.

9. 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.

10. 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).

11. 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.

12. 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 or 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 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.

20. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to RBH Construction,

LLC, 14657 West Victoria Crossing Way, Lockport, Illinois 60441, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

21. 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.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

22. 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:

RBH CONSTRUCTION, LLC

By: \_\_\_\_\_  
Richard B. Hadlock, III,  
Its Manager and duly authorized agent

ATTEST:

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

Village of Willowbrook

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

## SUBCONTRACTORS

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

### 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: \_\_\_\_\_

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

**VILLAGE OF WILLOWBROOK****BOARD MEETING  
AGENDA ITEM - HISTORY/COMMENTARY**

<b>ITEM TITLE:</b> A RESOLUTION ACCEPTING A PROPOSAL FROM HAYES MECHANICAL LLC AND AUTHORIZING THE PURCHASE OF A HVAC MAINTENANCE AND SERVICE PROGRAM FOR VILLAGE FACILITIES FOR ONE YEAR, AT A COST NOT TO EXCEED \$18,900.00	<b>AGENDA NO.</b> 7. <b>AGENDA DATE:</b> 8/8/2022
---	--

**STAFF REVIEW:** Alex Arteaga, Asst. to the Village Administrator SIGNATURE: 

**LEGAL REVIEW:** Michael Durkin, Village Attorney SIGNATURE: Michael Durkin / jw

**RECOMMENDED BY:** Brian Pabst, Village Administrator SIGNATURE: B. Pabst

**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A

**BACKGROUND**

Village staff deemed preventative HVAC maintenance as a necessary contractual expense for FY 22-23. In 2021, the Village of Glenview and City of Lake Forest led a joint bid for HVAC maintenance services. As part of the Village of Glenview's MPI (Municipal Partnering Initiative) program, staff were made aware of a contract that was executed between the Village of Glenview, City of Lake Forest, and Hayes Mechanical for preventative HVAC maintenance. Hayes Mechanical was the lowest responsible bidder for an HVAC Maintenance RFP that was issued by Glenview and Lake Forest in the Fall of 2021.

While the Village did not participate in the original bid, Willowbrook is eligible to join this bid due to the procurement policy that was approved by the Board in March 2022. The cost of HVAC preventative maintenance for all Willowbrook facility units was quoted at \$18,900 annually. Staff is recommending proceeding with a 1 year contract in the amount of \$18,900.

The total budgeted amount for our FY 22-23 V.A.O. - Administration maintenance account is \$45,000. This account includes both HVAC maintenance and custodial services.

**STAFF RECOMMENDATION**

Staff recommends moving forward with Hayes Mechanical.

**ACTION PROPOSED:** Adopt the Resolution

**RESOLUTION NO. 22-R-\_\_\_\_\_**

**A RESOLUTION ACCEPTING A PROPOSAL FROM HAYES MECHANICAL LLC  
AND AUTHORIZING THE PURCHASE OF A HVAC MAINTENANCE AND SERVICE  
PROGRAM FOR VILLAGE FACILITIES FOR ONE YEAR, AT A COST NOT TO  
EXCEED \$18,900.00**

---

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the proposal from Hayes Mechanical LLC, for the purchase of a HVAC Maintenance and Service Program for Village Facilities for a term of One (1) Year, at a cost not to exceed Eighteen Thousand Nine Hundred and 00/100ths Dollars (\$18,900.00), and attached hereto as Exhibit "A", is accepted and approved.

**BE IT FURTHER RESOLVED** that the Village Administrator is hereby directed and authorized to execute said proposal on behalf of the Village of Willowbrook.

ADOPTED and APPROVED this 8<sup>th</sup> day of August, 2022, by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

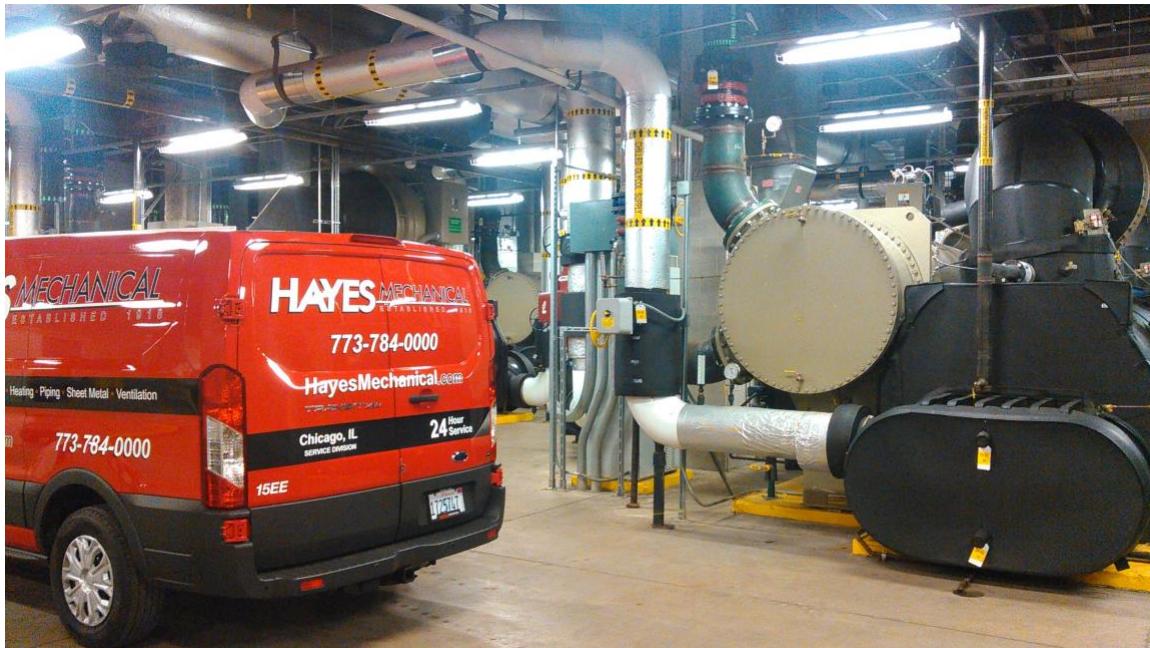
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Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**



## HVAC Maintenance & Service Program



**Village of Willowbrook**  
**7760 South Quincy Street, Willowbrook, IL 60527**

**Proposal Number:** 2022984  
**Date:** July 7<sup>TH</sup> 2022

**Hayes Mechanical**  
Chicago Office: 773-784-0000  
After Hours: 312-259-5500



## Coverage

**Equipment:** Hayes Mechanical agrees to perform maintenance on equipment included on the attached equipment schedule.

**Labor:** Hayes Mechanical agrees to perform maintenance tasks as described in the attached scope of work during straight time hours, unless otherwise noted. The Customer agrees to pay for all calls, repairs or other costs on either a T&M or quoted basis, subject to approval by customer.

**Parts:** Included in this agreement are routine maintenance parts as follows:

Parts & Equipment	Frequency
Standard Pleated Air Filters	Quarterly Supply & Change
System Belts	Annual Supply & Change
Scissor Lift Rental for Heater Maintenance	Annual 1-Day Rental Included

**Scope of Work:** Please refer to the scope of work section for specific maintenance procedures to be performed on your equipment. However, here is a brief overview:

Scope	Frequency
Maintenance Visit Frequency	Quarterly (Spring/Summer/Fall/Winter)
Condenser Coil Cleaning	Annually

**24 Hour Emergency Service:** Hayes Mechanical will provide emergency service 24 hours a day, 7 days a week to reduce the costs and disruptions of downtime when unexpected problems occur. The cost for emergency service is not included within the scope of this maintenance agreement.

**Priority Response:** Customers covered under a maintenance program will receive priority response over all non-agreement customers. Typical response time for emergencies are within 2-4 hours from the time service call is placed. However, high call volume and inclement weather may increase response time accordingly.

**Labor Discount:** For service calls and repairs outside the scope of this agreement, customer will receive a 10% labor discount.



## **Benefits**

**Reduce Unplanned Downtime:** Performing maintenance on a regularly scheduled basis can help identify a potential breakdown before it turns into a costly service call. Although it is impossible to eliminate all breakdown situations, in most cases being *proactive* rather than *reactive* can reduce unplanned downtime & reduce unexpected repair costs.

**Increase Energy Efficiency:** Through the course of each heating and cooling season your HVAC systems (whether it's a boiler, chiller, forced air system, water heater etc.) will accumulate dirt, dust, debris, soot and scale which all have an impact on the performance of your system. Buildup can impact your system's performance by reducing its ability to transfer heat – causing your system to run harder and longer. Ensuring proper operation and cleanliness of your HVAC systems is essential to reducing their operating costs.

**Decrease Repair Costs:** During each maintenance visit Hayes Mechanical will also inspect covered equipment to see if any proactive steps/repairs should be made to the unit before a major failure or emergency call is prompted.

**Improve Building and Equipment Safety:** During each visit not only are we performing maintenance, but we also checking the built in safety mechanisms of covered equipment. Exhaust, boiler, chiller, refrigerant and gas/oil fired systems all have safeties and/or limit switches which should be tested on a regular basis. Ensuring proper operation of these components will help improve the safety of building occupants and help ensure proper/safe operation of equipment.

**Increase Equipment Life Expectancy:** As with any mechanical piece of equipment, maintenance is a key component to maximizing the life expectancy of your equipment & retaining asset value. Setting up a program with quarterly, semiannual or annual inspections can help maximize the life expectancy of your heating, cooling & plumbing systems.



## Review of Hayes Mechanical's Capabilities

**HVAC:** Hayes Mechanical's HVAC services consist of the installation, integration, repairs, or start-up of HVAC systems. Our area of expertise include: Air Handlers, Boilers, Burners, Chillers (including re-tubing), exhaust systems, heat recovery systems, hydronic systems, rooftop units, and ventilation systems. Hayes Mechanical's qualified service technicians are capable of solving all of your heating, ventilation, and air conditioning needs.

**Boiler Service & Repair:** Hayes Mechanical's boiler services consist of the erection, installation, repair and preventative maintenance of boilers. The services include: auxiliary equipment, boiler washouts, condensate/expansion tank repair/installation, internal inspections, masonry, re-tubing of boilers, re-tubing of heat exchangers, stack and refractory repair and replacement. We are state certified and well equipped to service and repair all types of boilers.

**Plumbing Service:** Hayes Mechanical is a licensed plumbing contractor and provides scheduled and emergency 24 hour plumbing service. Our areas of expertise include the installation, repair, replacement and upgrade of: backflow/reduced pressure zones (RPZ), domestic booster systems, domestic hot water systems, facility drainage systems, and leak detections. Hayes Mechanical also has personnel licensed to test and certify backflow preventers and RPZs which are required to be tested and certified annually.

### **Additional Capabilities:**

- Custom Sheet Metal Fabrication and Installation
- Electrical Service
- Piping Fabrication and Installation
- 24 Hour Emergency Service



## Customer Contact Information

**Customer:** Village of Willowbrook  
**Site Addresses:**  
825 Midway Drive, Willowbrook, IL  
835 Midway Drive, Willowbrook, IL  
7760 South Quincy Street, Willowbrook, IL  
700 Willowbrook Center Parkway, Willowbrook, IL  
**Billing Address:** 7760 South Quincy Street, Willowbrook, IL  
**Management Contact:** Mr. Alex Arteaga  
**Management Phone:** 630-920-2263  
**Management Email:** [AArteaga@Willowbrook.IL.US](mailto:AArteaga@Willowbrook.IL.US)  
**Maintenance Contact:** Mr. AJ Passero  
**Maintenance Phone:** 630-920-2252  
**Maintenance Email:** [APassero@Willowbrook.IL.US](mailto:APassero@Willowbrook.IL.US)

## Hayes Mechanical Chicago Office

**Main Office Phone:** 773-784-0000  
**Main Office Fax:** 773-784-0010  
**After Hours Emergency:** 312-259-5500  
**Chicago Office Address:** 5959 South Harlem Avenue, Chicago, IL 60638

## Hayes Mechanical Key Personnel Contact Information

**Ryan Smith** Account Representative  
Direct Line: 773-292-2583  
Mobile: 312-560-6445  
Email: [Rsmith@HayesMechanical.com](mailto:Rsmith@HayesMechanical.com)

**Pat LaRocca** Assistant Service Manager  
Direct Line: 773-292-2138  
Email: [PLarocca@HayesMechanical.com](mailto:PLarocca@HayesMechanical.com)



## Equipment Schedule

Q	Equipment	Make	Model	Serial	Unit Size	Location
1	Packaged Rooftop Unit	Carrier	48LCF005A2M5A0R3A0	0117C89279	4 Tons	Police Dept.
1	Packaged Rooftop Unit	Carrier	48LCF006A2M5A0R3A0	0117C89280	5 Tons	Police Dept.
1	Packaged Rooftop Unit	Carrier	48LCF006A2M5A0R3A0	0117C89281	5 Tons	Police Dept.
1	Packaged Rooftop Unit	Carrier	48TCEM08A2A5A0A0A0	3018P44252	7 Tons	Police Dept.
1	Packaged Rooftop Unit	Trane	YSC092F3EHA1V0	163710312L	7 Tons	Police Dept.
1	Packaged Rooftop Unit	Trane	TBD	TBD	~8 Tons	Police Dept.
1	Packaged Rooftop Unit	Trane	TBD	TBD	~10 Tons	Police Dept.
1	Packaged Rooftop Unit	Bryant	582JP06A115A2A0AAA	2618C82349	5 Tons	CRC
1	Packaged Rooftop Unit	Bryant	582JP06A115A2A0AAA	3918C81532	5 Tons	CRC
1	Packaged Rooftop Unit	Bryant	582JP06A115A2A0AAA	3918C81529	5 Tons	CRC
1	Packaged Rooftop Unit	Bryant	582JP06A115A2A0AAA	3918C81261	5 Tons	CRC
1	Packaged Rooftop Unit	Trane	YSC092F3RMA09HOC1A1	143610433L	7 Tons	Village Hall
1	Packaged Rooftop Unit	Trane	YSC092F3RMA09HOC1A1	143610419L	7 Tons	Village Hall
1	Packaged Rooftop Unit	Trane	YSCO48E3RMA1SH0C1A1	143513433L	4 Tons	Village Hall
1	Packaged Rooftop Unit	Trane	YSCO48E3RMA1SH0C1A1	143513417L	4 Tons	Village Hall
1	Packaged Rooftop Unit	Trane	YSC060E3RHA1NH0C1A1	143610275L	5 Tons	Village Hall
1	Unit Heater	Modine	TBD	TBD	~250 MBH	Public Works
1	Unit Heater	Modine	TBD	TBD	~250 MBH	Public Works
1	Unit Heater	Modine	TBD	TBD	~250 MBH	Public Works
1	Unit Heater	Modine	TBD	TBD	~250 MBH	Public Works
1	Unit Heater	Modine	TBD	TBD	~250 MBH	Public Works
1	Unit Heater	Modine	TBD	TBD	~250 MBH	Public Works
1	Furnace / Condenser	York	MC48C3XH1A	A0H8109073	4 Tons	Public Works





## Scope of Work

### Packaged Rooftop Unit

#### **Cooling Season Maintenance**

Inspect air filters and change per contract.  
Check condensate drain pans and piping for blockage, clean as needed.  
Inspect condensing coils and clean per contract.  
Inspect evaporator coils.  
Check and tighten fan mounting hardware as needed.  
Inspect operation of unit dampers.  
Inspect damper linkages, lubricate as needed.  
Inspect and lubricate fan shaft bearings, as applicable.  
Check belt tension and adjust as needed.  
Inspect supply fan belt(s) and change per contract.  
Inspect and tighten wire terminal connections.  
Check unit operating conditions and temps.  
Check and tighten electrical connections, contactors and relays.  
Check starter, tighten all terminals and check contacts for wear.  
Check/lubricate motor & fan bearings per manufacturer's specifications.  
Lubricate and adjust dampers, linkage, and controls.  
Check motor operating conditions and amperage.  
Check thermostats/controls.  
Check economizer operations, clean and adjust as necessary (if applicable).

#### **Heating Season Maintenance**

Inspect air filters and change per contract.  
Inspect gas train.  
Inspect heat exchanger for and crack, corrosion or holes.  
Check combustion air blower for dirt/buildup, clean as needed.  
Check and tighten fan mounting hardware as needed.  
Inspect operation of unit dampers.  
Inspect damper linkages, lubricate as needed.  
Inspect and lubricate fan shaft bearings, as applicable.  
Check belt tension and adjust as needed.  
Inspect supply fan belt(s) and change per contract.  
Inspect and tighten wire terminal connections.  
Check unit operating conditions and temps.  
Check and tighten electrical connections, contactors and relays.  
Check starter, tighten all terminals and check contacts for wear.  
Check/lubricate motor & fan bearings per manufacturer's specifications.  
Lubricate and adjust dampers, linkage, and controls.  
Check motor operating conditions and amperage.  
Check thermostats/controls.  
Check economizer operations, clean and adjust as necessary (if applicable).



## **Unit Heaters**

### **Annual Maintenance**

- Inspect and tighten electrical connections.
- Check operation of gas train components.
- Check burner operations sequence and clean.
- Inspect heat exchanger for cracks, corrosion or holes.
- Check combustion air blower for dirt/buildup, clean as needed.
- Verify proper operation of ignition system.
- Check operating and safety controls.



This program has been created to provide the Customer with an ongoing, comprehensive maintenance program. The Customer is informed of the program's progress and results on a continuing basis via detailed Work Order Tickets, presented after each service call for Customer's review, approval signature and record.

#### **Agreement Term**

The initial term of this agreement is one (1) two (2) or three (3) years. This agreement shall automatically renew for additional one (1) year terms, unless either party provides notice to the other of its intent to terminate this agreement not less than thirty (30) days before the end of current term.

#### **Compensation**

The agreement price is \$18,900.00 per year payable \$4,725.00 per quarter in advance, beginning of the effective date of \_\_\_\_\_, 2022.

#### **Agreement Length:**

- One year term
- Two year term
- Three year term

#### **Clarifying Comments**

This proposal is the private property of Hayes Mechanical and is provided for Customer's use only. This proposal is valid only for thirty (30) days from the proposal date below.

This Agreement including the attached Terms & Conditions, together with the Equipment Schedule attached hereto constitute the entire agreement of the parties hereto and supersedes and rescinds any and all prior understandings between the parties either written or oral. Neither this Agreement nor any part hereof shall be changed, modified, amended or altered except in writing signed by both parties.

*Accepted by Customer:*

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

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

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

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

*Accepted by Hayes Mechanical:*

Name: Ryan Smith \_\_\_\_\_

Signature: Ryan Smith \_\_\_\_\_

Title: Account Representative \_\_\_\_\_

Date: July 7<sup>TH</sup> 2022 \_\_\_\_\_

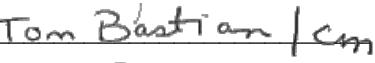


## TERMS AND CONDITIONS

1. The Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial season start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Hayes Mechanical may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
2. Excluded from this agreement, unless otherwise stated herein, are repairs or replacement of items not normally mechanically maintainable, such as, but not limited to: electronic/solid-state controllers/microprocessors, loss of refrigerant due to piping/coil leaks (mechanical connections excluded), ductwork, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, storage vessels/tanks, casings, fixtures, grillage and tower fill, pump seals, shaft seals, and check valves.
3. Special equipment required to access, service, repair, maintain or replace equipment is not included in this agreement price, unless otherwise noted.
4. This Agreement does not include responsibility for design of the system, obsolescence, safety testing, water/air balancing, duct cleaning, painting, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, unavailability of refrigerants, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Hayes Mechanical.
5. Customer shall permit Hayes Mechanical free and timely access to areas and equipment, and allow Hayes Mechanical to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Hayes Mechanical's normal working hours. Hayes Mechanical will not be required to move, replace or alter any part of the building structure in the performance of this Agreement. Customer will make adequate trash disposal provisions for used filters, miscellaneous maintenance materials and small parts.
6. Customer shall permit only Hayes Mechanical's personnel or agent to perform the work included in the scope of this Agreement; should anyone else perform such work, Hayes Mechanical may, at its option, cancel this Agreement, eliminate the involved item of equipment from inclusion in this Agreement, or charge Customer for the related service work.
7. Hayes Mechanical expressly disclaims and all responsibility and liability for the indoor air quality of the Customer's facility.
8. Customer shall make available to Hayes Mechanical's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations. Customer is responsible for containing and clearly marking any known hazardous materials on site.
9. Hayes Mechanical's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of any asbestos products, removal of oil removed from equipment, or other hazardous substances. In the event such products or substances are encountered, Hayes Mechanical's sole obligation will be to notify the Customer of the existence of such products and materials. Hayes Mechanical shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
10. The Agreement price is subject to adjustment annually on each commencement anniversary to reflect increases in labor, material and other costs, unless otherwise stated (e.g. price protection provided by a multi-year initial term).
11. Amount on this agreement is based on payment by cash, check, or electronic payment. A convenience fee of 3.75% will be added to the total if paid with a credit card.
12. Customer agrees to promptly pay invoices within thirty days of issue. Should a payment become sixty days or more delinquent, Hayes Mechanical may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. Customer agrees to pay interest on any sums outstanding and past due (i.e. over thirty days) at a rate of 1.5% per month.
13. Services provided under this Agreement involving extra work (materials or labor) will become an extra charge (fixed price amount to be negotiated, or on a time and material basis at Hayes Mechanical's preferred Customer rates then in effect) over the sum stated in this Agreement. If a trouble call is made at Customer's request, and inspection indicates a condition which is not covered by this agreement, Hayes Mechanical may charge Customer at the rate then in effect for such services.
14. In the event Hayes Mechanical must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Hayes Mechanical all court costs and attorney's fees incurred by Hayes Mechanical. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one year from the date of work.
15. Hayes Mechanical shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Hayes Mechanical's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
16. In case of any failure to perform its obligations under a Full Service Agreement, Hayes Mechanical's liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
17. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Hayes Mechanical be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect, or consequential damages.
18. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Hayes Mechanical, its agent and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Hayes Mechanical.

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, A FIRST AMENDMENT TO AN EMPLOYMENT AGREEMENT WITH BRIAN PABST FOR THE EMPLOYMENT POSITION OF VILLAGE ADMINISTRATOR OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS	<b>AGENDA NO. 8</b> <b>AGENDA DATE:08/08/22</b>
<b>STAFF REVIEW:</b> Brian Pabst, Village Administrator	SIGNATURE: 
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney	SIGNATURE: 
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	SIGNATURE: 
<b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)</b>	
<p>The attached contractual amendment addresses two issues. First, my current contract states that I will be paid 6 months severance if I resign from employment. The language was an oversite, and the addendum modifies the contract to eliminate this from occurring.</p> <p>Secondly, due to numerous major projects in the fiscal year ending on April 30, 2022, I was unable to utilize earned vacation time. At the end of employment as Village Administrator, this will create an overage of vacation time that would not have been paid without a revision to my contract. The revision contained in the amendment modifies the payment of vacation time from 10 to 14 weeks.</p>	
<b>ACTION PROPOSED:</b> Adopt Resolution.	

**RESOLUTION NO. 22-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO  
EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, A FIRST  
AMENDMENT TO AN EMPLOYMENT AGREEMENT WITH BRIAN PABST FOR  
THE EMPLOYMENT POSITION OF VILLAGE ADMINISTRATOR OF THE  
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the first amendment to that certain employment agreement by and between the Village of Willowbrook and Brian Pabst for the employment position of Village Administrator of the Village of Willowbrook is hereby approved. A copy of said first amendment to the employment agreement is attached hereto as Exhibit "A" and made a part hereof.

**BE IT FURTHER RESOLVED** that the Village Mayor is authorized to execute said agreement, on behalf of the Village, and the Village Clerk is directed to attest to said signature.

PASSED and APPROVED this 8<sup>th</sup> day of August, 2022 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**VILLAGE OF WILLOWBROOK**

**FIRST AMENDMENT TO VILLAGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

**THIS FIRST AMENDMENT**, made and entered into this \_\_\_\_\_ day of August, 2022, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the “VILLAGE”) and Brian Pabst (sometimes hereinafter referred to as the “ADMINISTRATOR” or “EMPLOYEE”):

**WITNESSETH:**

**WHEREAS**, the VILLAGE and EMPLOYEE entered into an Employment Agreement (“Agreement”) the services of EMPLOYEE for the employment position of Village Administrator as such position is provided for by the Village Code of Ordinances of the VILLAGE dated May 10, 2021; and

**WHEREAS**, pursuant to that Agreement, certain benefits were provided and certain conditions of employment and working conditions were established with respect to the ADMINISTRATOR; and

**WHEREAS**, the VILLAGE and ADMINISTRATOR desire to amend said Agreement to correct a scrivener’s error at Section Four, Paragraph F, of said Agreement regarding severance pay, and Section Ten, Paragraph B, regarding vacation accruals.

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate and agree as follows:

1. That certain Employment Agreement by and between the Village of Willowbrook, as EMPLOYER, and Brian Pabst, as EMPLOYEE, for the employment position of Village Administrator dated May 10, 2021, is hereby amended as follows: by amending Section

Four entitled “Termination and Severance Pay”, Paragraph F, and by amending Section Ten entitled “Benefits”, Paragraph B, to read as follows:

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign any time from his employment with the VILLAGE. In the event EMPLOYEE voluntarily resigns from his employment with the VILLAGE before the expiration of this Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of his intent to resign. Further, and in the event of resignation, the EMPLOYEE shall not be entitled to severance pay or to severance benefits as set forth in subparagraph C above.

B. Vacation Leave: EMPLOYEE shall be provided with twenty (25) days of vacation leave vesting on May 1, 2021.

Vacation leave accruals and usage, shall be in accord with the provisions of Section 5.4(D) of the Village’s “Personnel Manual”. Pay in lieu of accrued but unused vacation time shall not exceed an amount equal to fourteen (14) weeks (70 days’ pay), to be paid out within thirty (30) days of the end of EMPLOYEE’S employment with the VILLAGE.

2. Except as otherwise amended by this First Amendment to the Village Administrator Employment Agreement, all remaining terms and conditions of that certain Village of Willowbrook Village Administrator Employment Agreement dated May 10, 2021 by and between Brian Pabst and the Village of Willowbrook, not amended by this First Amendment, shall remain in full force and effect and unamended by this First Amendment.

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This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of August, 2022.

VILLAGE OF WILLOWBROOK,  
an Illinois Municipal Corporation

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

ATTEST:

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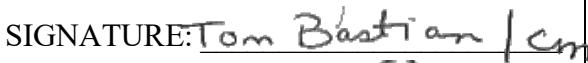
Deborah A. Hahn,  
Village Clerk

EMPLOYEE:

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Brian Pabst

## VILLAGE OF WILLOWBROOK

<b>BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY</b>	
<b>ITEM TITLE:</b> REGARDING THE TEMPORARY POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT	<b>AGENDA NO. 9.a. &amp; 9.b.</b>
9a: AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK CREATING THE TEMPORARY EMPLOYMENT POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS	<b>AGENDA DATE:</b> 08/08/22
9b: A RESOLUTION APPOINTING BRIAN PABST TO THE TEMPORARY EMPLOYMENT POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS	
<b>STAFF REVIEW:</b> Brian Pabst, Village Administrator	SIGNATURE: 
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney	SIGNATURE: 
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	SIGNATURE: 
<b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)</b>	
<b>STAFF RECOMMENDATION</b>	
<p><b>9a:</b> The Mayor and Board of Trustees recently adopted a TIF district in the Village. As previously discussed, the revenue from the TIF District increases correspondingly with the equalized assessed value. Therefore, meaningful, and timely development is imperative for the financial and economic success of the district. As with most municipalities that have TIF Districts, it is important to retain an Economic Development Director to focus on business attraction and retention, while also planning, directing, and managing economic development matters.</p> <p>Once instituted, TIF Districts also require a series of administrative tasks e.g., annual financial reporting to the state, Joint Review Board meetings with stakeholders, periodic reports, developing and maintaining an annual budget, developing and maintaining a list of available properties, analyzing development opportunities and making TIF incentive recommendations to the Village Board for approval. In summary, it is recommended that the Village retain the services of a part-time, experienced, economic development specialist. It is therefore recommended that the Village Board pass the attached ordinance.</p> <p><b>9b:</b> In order to accomplish the aforementioned duties, I have offered to create a 501(c)(6) entity comprised of a Board, by-laws, etc. Due to the myriad of tasks associated with the development of an economic development 501(c)(6), it is estimated to be operational by November 2022. Therefore, in the interim, if the attached resolution is adopted, I will be focusing on economic development tasks to include finalization of a not-for-profit 501(c)(6) after September 12<sup>th</sup>, 2022.</p>	
<b>ACTION PROPOSED:</b> 9a: Pass attached Ordinance. 9b: Adopt attached Resolution.	

**ORDINANCE NO. 22-O-\_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK  
CREATING THE TEMPORARY EMPLOYMENT POSITION OF  
DIRECTOR OF ECONOMIC DEVELOPMENT IN THE  
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

**WHEREAS**, the corporate authorities of the Village of Willowbrook have determined that the creation of the temporary full-time employment position to be known as the Director of Economic Development will be beneficial to the Village.

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

**SECTION 1:** There is hereby created, in the Village of Willowbrook, the temporary employment position of “Director of Economic Development”, which employment position and employment shall commence on September 12, 2022 and terminate and cease to exist at the close of business on November 1, 2022.

**SECTION 2:** The Director of Economic Development shall be compensated at the rate of Ninety and 00/100ths Dollars (\$90.00) per hour.

**SECTION 3:** The duties of Director of Economic Development shall be as detailed on Exhibit “A”, attached hereto and made a part hereof.

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**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage, approval and publication, in the manner provided by law.

PASSED and APPROVED this 8<sup>th</sup> day of August, 2022, by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

## **EXHIBIT “A”**

### **TEMPORARY ECONOMIC DEVELOPMENT DIRECTOR DUTIES**

1. Under general administrative direction, plans, directs, manages, and oversees the activities and operations of the Economic Development Department including, but not limited to, programs and projects designed to promote community vitality and encourage efforts to expand the local economy through development and redevelopment; coordinates assigned activities with other departments and outside agencies.
2. Assume full management responsibility for Economic Development Department services and activities, including business attraction and retention and efforts; plan, organize, direct and coordinate the Village’s economic development activities.
3. Oversee and participate in the development and administration of a departmental budget; prepare cost estimates on special projects.
4. Act as liaison to the Chamber of Commerce and other community groups as directed by the Village Administrator or Mayor and Village Board of Trustees.
5. Propose development and/or incentive agreements related to economic development activities, and bring to the Village Board for approval.
6. Prepare and present staff reports, and other necessary correspondence.
7. Perform related duties, as required, or as may, from time to time, be assigned by the Mayor or Village Board of Trustees.

**RESOLUTION NO. 22-R-\_\_\_\_\_****A RESOLUTION APPOINTING BRIAN PABST TO THE TEMPORARY  
EMPLOYMENT POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT  
OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that Brian Pabst is hereby appointed to the temporary employment position of Director of Economic Development of the Village of Willowbrook, commencing on September 12, 2022 and terminating at the close of business on November 1, 2022.

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

PASSED and APPROVED this 8<sup>th</sup> day of August, 2022 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

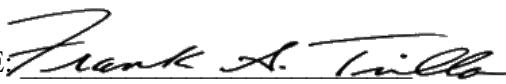
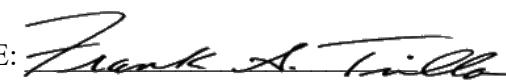
ATTEST:

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Deborah A. Hahn, Village Clerk

**VILLAGE OF WILLOWBROOK****BOARD MEETING****ITEM TITLE:**

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH SEAN HALLORAN FOR THE EMPLOYMENT POSITION OF VILLAGE ADMINISTRATOR OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

**AGENDA NO. 10.****AGENDA DATE:** 08/08/2022**STAFF REVIEW:** Frank A. Trilla, MayorSIGNATURE: **LEGAL REVIEW:** Thomas Bastian, Village Attorney SIGNATURE: **RECOMMENDED BY:** Frank Trilla, MayorSIGNATURE: **REVIEWED & APPROVED COMMITTEE:** YES  NO  N/A **ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)**

The consensus recommendation was to have the Village Board consider an employment agreement with Sean Halloran for the employment position of Village Administrator of the Village of Willowbrook, DuPage County, Illinois.

**ACTION PROPOSED:** Adopt Resolution.

**RESOLUTION NO. 22-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH SEAN HALLORAN FOR THE EMPLOYMENT POSITION OF VILLAGE ADMINISTRATOR OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

**WHEREAS**, the corporate authorities of the Village are expressly authorized to create and fill the employment position of Village Administrator; and

**WHEREAS**, the corporate authorities of the Village are also authorized to enter into employment agreements setting forth the terms, conditions and compensation for Village Administrator; and

**WHEREAS**, the corporate authorities of the Village have determined that it is in the best interest of the Village to approve an employment agreement with Sean Halloran for the employment position of Village Administrator for the Village of Willowbrook.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the employment agreement by and between the Village of Willowbrook and Sean Halloran for the employment position of Village Administrator of the Village of Willowbrook, is hereby approved. A copy of said agreement is attached hereto as Exhibit "A", and made a part hereof.

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**BE IT FURTHER RESOLVED** that the Village Mayor is authorized to execute said agreement, on behalf of the Village, and the Village Clerk is directed to attest to said signature.

PASSED and APPROVED this 8<sup>th</sup> day of August, 2022 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**VILLAGE OF WILLOWBROOK**  
**EMPLOYMENT AGREEMENT BY AND BETWEEN**  
**THE VILLAGE OF WILLOWBROOK AND SEAN HALLORAN**

**THIS EMPLOYMENT AGREEMENT** (“Agreement”) made and entered into this \_\_\_\_\_ day of August, 2022, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the “VILLAGE”) and Sean Halloran (sometimes hereinafter referred to as the “EMPLOYEE”):

**WITNESSETH:**

**WHEREAS**, the VILLAGE, to the extent permitted by law, desires to employ the services of Sean Halloran for the employment position of Village Administrator as such position is provided for by the Village Code of Ordinances of the Village of Willowbrook; and,

**WHEREAS**, it is the desire of the Mayor and Board of Trustees (“Corporate Authorities”) to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and,

**WHEREAS**, the purpose of the Agreement is to:

1. Secure and retain the services of the EMPLOYEE as the VILLAGE’s Village Administrator and to provide inducement for him to remain in such employment;
2. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE;
3. To provide a just means of terminating the EMPLOYEE’S services with or without cause as the Corporate Authorities may desire; and,

**WHEREAS**, EMPLOYEE desires to be employed as the Village Administrator of the VILLAGE, upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual covenants, conditions and promises hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, and acknowledges the parties hereto agree as follows:

**SECTION ONE: EMPLOYMENT AND DUTIES:** Subject to the terms of this Agreement, the VILLAGE hereby agrees to employ and hereby appoints the EMPLOYEE to the office of Village Administrator of the VILLAGE. The EMPLOYEE hereby accepts employment as the Village Administrator of the VILLAGE and to perform the functions and duties of said office in accordance with the Illinois Municipal Code and the Village Code of Ordinances of the VILLAGE and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the Corporate Authorities as the case may be, pertaining to the duties and responsibilities of the Village Administrator and to perform such other legally permissible and proper duties and functions as the Corporate Authorities of the VILLAGE may, from time to time, assign or provide. The EMPLOYEE shall attend such meetings, including, but not limited to, Village Board of Trustee meetings, and make such written and oral reports and recommendations as the Corporate Authorities may require. The Village Administrator shall report directly to and follow such directions as the Village Mayor and/or Village Board shall provide. The Village Administrator is expected to maintain regular office hours, but, given the nature of EMPLOYEE'S duties, EMPLOYEE shall be allowed to establish work hours, as may be, from time to time, modified and approved by the Mayor, an appropriate work schedule due to the time devoted to Village business outside of normal business hours, or as otherwise provided by the Village Code.

**SECTION TWO: TERM, EXTENSION & ELECTION:** The term of this Agreement shall commence effective no later than September 13, 2022 ("Commencement Date"), and shall terminate on the last day of the full term of the incumbent Village Mayor, unless otherwise terminated by operation of law or as otherwise provided for in this Agreement. Notwithstanding the conclusion of the term of this Agreement, solely by reason of the expiration of the incumbent Village Mayor's full term of office, the parties hereto agree that the term of this Agreement may, by an executed written Addendum to this Agreement, be extended by the parties for one additional period, not to exceed sixty (60) calendar days, to allow for their possible execution of a new Employment Agreement. In the event that no such new

Employment Agreement is reached and entered into by the parties within said additional period, then the VILLAGE's employment of the EMPLOYEE as its Village Administrator shall, without more, cease and terminate by its own term.

**SECTION THREE: INDEMNIFICATION:** In addition to that which may be mandated by state law or VILLAGE ordinance, the VILLAGE shall, through its insurance carrier, defend, save, hold harmless and indemnify the employee against any negligence actions, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the duties as Village Administrator, and shall continue beyond Village Administrator's service to the Employer for any claim that arose during the Village Administrator's tenure, in accordance with and limited by applicable law. The VILLAGE may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The foregoing notwithstanding any such indemnity, hold harmless or defense of such claims or legal actions shall not extend to intentional or wilful and wanton actions by or on the part of the Village Administrator.

**SECTION FOUR: SALARY:** The VILLAGE hereby agrees to pay EMPLOYEE for services to be rendered under this Agreement, and EMPLOYEE hereby accepts an annual base salary for one (1) year, commencing no later than September 13, 2022, payable in installments at the same pay periods as other employees of the VILLAGE are paid, the sum of One Hundred Sixty-Five Thousand and 00/100ths Dollars (\$165,000.00), as Village Administrator. EMPLOYEE shall be eligible for annual salary increases, as determined by the Corporate Authorities of the VILLAGE, based upon merit and the results of annual performance evaluations. Such evaluations shall take place no later than March 31 of each year, and any such increase(s) shall take effect on the first pay period of the new fiscal year. Any such salary increase(s) shall be included as part of the VILLAGE'S adoption of its annual budget.

The Corporate Authorities of the VILLAGE shall adjust EMPLOYEE'S other benefits, as are generally provided to other VILLAGE employees.

**SECTION FIVE: TERMINATION AND SEVERANCE PAY:**

A. It is expressly understood and agreed that the employment status of the EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2, of the Village Code of the Village of Willowbrook.

B. Notwithstanding any provision in this Agreement to the contrary, the VILLAGE shall have the absolute right, by a majority vote of the corporate authorities of the VILLAGE, to terminate the services of the EMPLOYEE, with or without cause, at any time and for any reason whatsoever, and without any due process hearing that might be required by law or otherwise, subject only to subparagraph C of this SECTION FOUR.

For the purposes of this subparagraph B, the following events shall be deemed to be a termination of the services of the EMPLOYEE on the day of such occurrence:

1. Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from his position as Village Administrator without cause;

2. Should the Corporate Authorities of the VILLAGE, without the EMPLOYEE's consent, at any time during the term of this Agreement, reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that which is applied across the board for all VILLAGE employees, then, and in such event, EMPLOYEE may consider such reduction a "Termination Event";

3. Should the Corporate Authorities of the VILLAGE, upon the written demand of the EMPLOYEE, continue to fail or refuse to comply with any of the terms of this Agreement;

4. Should the EMPLOYEE, without cause, resign following a recommendation by the corporate authorities of the VILLAGE that he resign; and,

5. Should the VILLAGE fail to execute an Extension Addendum to this Agreement or a new Employment Agreement following the expiration of the incumbent Mayor's full term of office in accordance with the terms, conditions and provisions of SECTION TWO, hereinabove.

C. If the EMPLOYEE is terminated by the Corporate Authorities of the VILLAGE pursuant to any of the provisions of paragraphs one (1) through four (4) of subparagraph B of this SECTION FIVE, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of the date of said termination, a lump sum cash payment equal to four (4) months of the EMPLOYEE'S annual base salary. Such lump sum cash payment shall be subject to all usual and customary withholdings and deductions. In addition, the VILLAGE agrees to maintain, in full force and effect, to the extent permitted by law, all other benefits identified in SECTION TEN of this Agreement, for a period of six (6) months from and after the date of said termination.

Notwithstanding the foregoing, the VILLAGE shall not be obligated to pay the severance pay and severance benefits provided for hereinabove, if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE.

D. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE, by a majority vote of the corporate authorities of the VILLAGE, shall have the right to terminate the EMPLOYEE, should the EMPLOYEE abandon his position. The term "abandon" shall, for purposes of this subparagraph, mean actions by the EMPLOYEE evidencing his voluntary, intentional relinquishment of the position. The term "abandon" shall not mean the EMPLOYEE'S:

- Inability to perform the duties and responsibilities of his position due to illness or injury;
- Refusal to take any action or perform any duty or responsibility of his position due to his good faith belief that doing so would violate a legal, moral or ethical obligation; and,

In addition, this subparagraph is not intended nor construed to authorize the termination of the EMPLOYEE due to personality conflicts or differences in management style or philosophy.

In the event of a termination of the EMPLOYEE, pursuant to this subparagraph D, the VILLAGE shall not be obliged to pay the severance pay to EMPLOYEE, nor to provide the severance benefits provided in subparagraph C above.

E. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE, by a majority vote of the corporate authorities of the VILLAGE, shall have the right to terminate the EMPLOYEE, should the EMPLOYEE be convicted of a misdemeanor related to or arising out of the course of employment with the VILLAGE, or convicted of a felony, whether or not such act(s) involving personal gain to himself or otherwise, if, in the opinion of the Mayor and Board of Trustees, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination due to any felony conviction or a misdemeanor criminal act arising out of and/or in the course of the Village Administrator's employment with the VILLAGE, the VILLAGE shall not be obliged to pay the severance pay, nor to provide the severance benefits provided herein.

Further, in the event the EMPLOYEE shall be indicted or arrested for any misdemeanor offense arising out of or related to EMPLOYEE's employment or any felony offense, which, in the opinion of the Mayor and Board of Trustees of the VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with his ability to discharge the duties of his employment, then the Corporate Authorities of the VILLAGE may request and, upon such a request, the EMPLOYEE shall accept a leave of absence, without pay, pending a final determination of the criminal charges brought against said EMPLOYEE. Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, he shall be restored to his position and all amounts of back pay withheld shall be promptly paid to him. Should the EMPLOYEE plead guilty or be found guilty of any such misdemeanor violation arising out of or related to his employment or plead or be found guilty of any felony violation, or should any such violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then he shall, subject to law, forfeit his position as Village Administrator of the VILLAGE, together with any right or privilege attendant

thereto, including any back pay or benefits, as may be permitted by law, which may have been withheld subsequent to his indictment or arrest.

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign, any time, from his employment with the VILLAGE. In the event EMPLOYEE voluntarily resigns from his employment with the VILLAGE, before the expiration of this Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of his intent to resign. Further, and in the event of voluntary resignation, the EMPLOYEE shall not be entitled to severance pay or to severance benefits, as set forth in subparagraph C above, but EMPLOYEE shall be entitled to receive those accrued benefits, as provided by the VILLAGE Personnel Manual.

G. Notwithstanding the provisions contained in subparagraphs B and C above, the Corporate Authorities of the VILLAGE shall have the right to terminate the EMPLOYEE, should any complaint of malfeasance, misfeasance or any complaint of sexual harassment filed against the EMPLOYEE during the term of this Agreement be substantiated by a court having jurisdiction.

In the event of such termination, the VILLAGE shall not be obligated to pay the severance pay, nor to provide the severance benefits provided in subparagraph C above, but EMPLOYEE shall be entitled to receive those accrued benefits, as provided by the VILLAGE Personnel Manual.

H. Upon EMPLOYEE'S separation from employment with the VILLAGE, whether voluntary or otherwise, EMPLOYEE shall receive, within thirty (30) days of employment separation, a lump sum cash payment for all earned but unused vacation days, up to a maximum of fifty (50) vacation days at EMPLOYEE'S then current rate of pay, plus an amount equal to fifty percent (50%) of EMPLOYEE'S accrued but unused sick time at EMPLOYEE'S then current rate of pay. Said amount shall be paid to EMPLOYEE within thirty (30) days of employment separation.

**SECTION SIX: EXTENT OF SERVICES - OUTSIDE ACTIVITIES:** EMPLOYEE shall devote his entire time, attention and energies to the VILLAGE'S business and shall not, during the term of

this Agreement, be engaged in any other business, teaching or consulting activity for gain, profit or other pecuniary advantage, without the expressed prior approval of the Corporate Authorities of the VILLAGE.

**SECTION SEVEN: MOTOR VEHICLE:** The EMPLOYEE'S duties require that he shall have the exclusive and unrestricted use of an automobile during his employment with the VILLAGE. The VILLAGE agrees to provide EMPLOYEE an automobile for EMPLOYEE'S exclusive and unrestricted use, during the term of his employment with the VILLAGE. The VILLAGE shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle (minimum liability coverage of \$100,000 bodily injury per person, \$300,000 bodily injury per occurrence, \$100,000 property damage and \$300,000 bodily injury and property damage liability combined single limit). A copy of paid insurance premiums shall be provided to the Village Clerk. The VILLAGE shall further be responsible for all expenses attendant to the purchase, operation, maintenance, fuel, repairs and regular replacement of said vehicle. The EMPLOYEE shall be responsible to maintain the automobile in good repair and suitable appearance. The automobile shall be limited to use within the State of Illinois, unless EMPLOYEE is required to travel outside of the State of Illinois on official VILLAGE business. The particular automobile to be made available to EMPLOYEE shall be within the discretion of the Mayor. EMPLOYEE shall also be granted the use of a VILLAGE gas card.

**SECTION EIGHT: COMMUNICATION AND RELATED EXPENSES:** The EMPLOYEE'S duties require the EMPLOYEE to communicate with persons from locations and at times when the EMPLOYEE is not present in the VILLAGE'S offices, and to have telephone access from locations away from the VILLAGE offices. The VILLAGE shall pay to the EMPLOYEE a monthly telephone allowance in the sum of Seventy Five and 00/100ths Dollars (\$75.00) per month.

**SECTION NINE: EMPLOYEE'S EXPENSES:**

A. The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the hereinafter described work-related itemized expenses of the EMPLOYEE as the Village

Administrator. The amount to be appropriated and budgeted shall include, but not by way of limitation, allocations for the following expenses:

1. **DUES AND SUBSCRIPTIONS:** The VILLAGE agrees to budget for and to pay for Village Administrator's professional dues and subscriptions necessary for his continuation and full participation in national, regional, state and local associations and organizations as a result of his position as Village Administrator, and for other necessary and desirable expenses for his continued professional participation, growth, and advancement, and for the good of the VILLAGE, as the Board deems appropriate.

2. **PROFESSIONAL DEVELOPMENT:** The VILLAGE hereby agrees to budget for and to pay for the Village Administrator's travel expenses of professional and official travel, meetings, and occasions the Board deems necessary to continue his professional development and to adequately pursue necessary official functions for the VILLAGE, including, but not limited to, annual ILCMA Conferences, and such other national, regional, state, and local governmental groups and committees thereof, upon which the Village Administrator may serve as an officer or member. The VILLAGE also agrees to budget for and to pay for the Village Administrator's travel expenses for short courses, institutes and seminars that the Board, in consultation with the Village Administrator, deems necessary for his professional development for the good of the VILLAGE.

**SECTION TEN: ADDITIONAL BENEFITS:**

A. The VILLAGE agrees to provide EMPLOYEE and his dependents all benefits on the same basis and, to the same extent such benefits are enjoyed by all other management personnel of the VILLAGE, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time, vacation leave, etc. Unless otherwise specifically set forth in this Agreement, such benefits shall be consistent with the policies established by the VILLAGE in the VILLAGE'S "Personnel Manual".

B. Vacation Leave: EMPLOYEE shall be provided with twenty-five (25) days of vacation leave, vesting on September 13, 2022 and on the 13<sup>th</sup> day of September of each year thereafter during the term of this Agreement.

Vacation leave accruals and usage shall be in accord with the provisions of Section 5.4(D) of the Village's "Personnel Manual". Pay in lieu of accrued but unused vacation time shall not exceed more than fifty (50) days, to be paid out within thirty (30) days of the end of EMPLOYEE'S employment with the VILLAGE.

**SECTION ELEVEN: RETIREMENT BENEFITS:**

A. It is acknowledged that the VILLAGE is a member of and participates in the Illinois Municipal Retirement Fund (IMRF). EMPLOYEE shall be entitled to the same retirement benefits and consideration granted by the VILLAGE with respect to all other employees, as provided by state law and Village Ordinance, unless otherwise covered in this Agreement, at which time the contract shall supersede the personnel manual.

B. EMPLOYEE shall also be authorized to participate, consistent with any and all applicable eligibility requirements, in the VILLAGE'S current or successor 457 Plan (the "Plan"). The VILLAGE shall make an annual contribution of no less than Eight Thousand and 00/100ths Dollars (\$8,000.00) to the Plan on behalf of the EMPLOYEE.

**SECTION TWELVE: RESIDENCY:** It is hereby acknowledged that the EMPLOYEE currently resides in [REDACTED], Illinois. The VILLAGE expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of his office. During the term of this Agreement, and any extensions thereof, the VILLAGE agrees that the distance of EMPLOYEE'S current residence from the VILLAGE shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

**SECTION THIRTEEN: GENERAL PROVISIONS:**

A. This Employment Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided. This Agreement entirely supplants all other prior Employment Agreements between the parties.

B. The EMPLOYEE acknowledges that the services to be rendered by him are unique and personal. Accordingly, the EMPLOYEE may not assign any of his rights or delegate any of his duties or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity or successor elected VILLAGE officials, which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. **SURRENDER OF VILLAGE PROPERTY.** Upon the termination of the EMPLOYEE'S employment with the VILLAGE, regardless of cause therefor, the EMPLOYEE shall promptly surrender to the VILLAGE all property provided to him by the VILLAGE for use in relation to his employment.

D. **APPLICATION OF THE PERSONNEL MANUAL.** The Village's Personnel Manual shall be applicable to the employment of the EMPLOYEE, except to the extent that it is in conflict with a provision of this Agreement, in which case the specific provision of this Agreement shall control.

E. **STATEMENT OF ECONOMIC INTERESTS.** The EMPLOYEE shall annually file with the office of the DuPage County Clerk, a verified written Statement of Economic Interests pursuant to Article 4A entitled "Disclosure of Economic Interests" of the Illinois Governmental Ethics Act, (5 ILCS 420/4A-101.5, *et seq.*)

F. **CONFIDENTIALITY.** The EMPLOYEE shall hold, in a fiduciary capacity for the benefit of the VILLAGE, all information, knowledge or data of the VILLAGE, its business, and its operations, obtained by the EMPLOYEE during his employment, which is not subject to disclosure under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1-11 *et seq.*), and which is not generally known to the public. The EMPLOYEE shall not disclose or make use of, for his own benefit, for the benefit of another, or for the benefits of any entity, any confidential information, knowledge or data of the

VILLAGE, its business or its operations which is not subject to disclosure under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1-11 *et seq.*), and which is not generally known to the public.

**G. OFFICIAL BOND.** Pursuant to Section 5-3-8 and 5-3-9 of the Illinois Municipal Code (65 ILCS 5/5-3-8 and 5-3-9) and the Code of Ordinances of the Village of Willowbrook, Illinois, the EMPLOYEE shall execute and file with the Village Clerk a bond, with a surety company authorized to do business in Illinois under the laws of Illinois, payable to the VILLAGE in the amount as provided by Title 1, Chapter 6, Section 1-6-1 of the Village Code of Ordinances, conditioned upon the faithful performance of the duties of the offices of EMPLOYEE of the VILLAGE and the payment of all monies received by the EMPLOYEE, according to law and the ordinances of the VILLAGE. The security of the bond is hereby approved by the VILLAGE. Pursuant to Section 1 of the Official Bond Payment Act (5 ILCS 270/1) and ILCS 5/5-3-8 and 5-3-9), the VILLAGE shall pay the full cost of the bond. The Intergovernmental Risk Management Agency shall provide such bond, if the agency is willing to provide such bond and the VILLAGE continues to be a member thereof. Should the Intergovernmental Risk Management Agency be unwilling to provide such bond or if the VILLAGE discontinues membership in the Intergovernmental Risk Management Agency, the VILLAGE shall arrange for the issuance of an official bond for the EMPLOYEE. The VILLAGE shall, on behalf of EMPLOYEE, pay the cost of said bond.

**H. CERTIFICATIONS.** The EMPLOYEE shall submit to the VILLAGE a certification, attached hereto as Exhibit "A," that the Village Administrator:

1. Is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Is not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;
3. Certifies that no officer or employee of the VILLAGE has solicited from the EMPLOYEE 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 in violation of the Code of Ordinances of the Village of Willowbrook, Illinois, adopted by the VILLAGE, pursuant to the requirements of the State Officials and Employees Ethics Act;

4. Has not given to any officer or employee of the VILLAGE 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 Village Administrator in violation of the Code of Ordinances of the Village of Willowbrook, Illinois, adopted by the VILLAGE pursuant to the requirements of the State Officials and Employees Ethics Act;

5. Is not a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), and he is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;

6. Is not, directly or indirectly, engaged in, and is not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;

7. Is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and he is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

I. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be

unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

J. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois. Venue shall be in the Circuit Court of the 18<sup>th</sup> Judicial District, DuPage County, Illinois.

K. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.

L. This Agreement, and attached Exhibits A, B and C, constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof.

M. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law, and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

N. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

1. **VILLAGE** at:  
Village Mayor  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527

2. **EMPLOYEE** at:  
Sean Halloran  
[REDACTED], Illinois

O. The EMPLOYEE acknowledges that he has had the opportunity to review the terms of this Agreement with an attorney of his own choosing, prior to the execution of this Agreement, and EMPLOYEE fully understands each and every term of this Agreement, and EMPLOYEE agrees to be bound by same.

This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

***IN WITNESS WHEREOF***, the parties hereto have set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**VILLAGE OF WILLOWBROOK,  
an Illinois Municipal Corporation**

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

**ATTEST:**

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**Deborah A. Hahn,  
Village Clerk**

**EMPLOYEE:**

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**Sean Halloran**

**EXHIBIT "A"**

**STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) ss.  
VILLAGE OF WILLOWBROOK, ILLINOIS )**

**CERTIFICATE OF APPOINTMENT**

TO: Deborah A. Hahn, Village Clerk

I, Frank Trilla, Mayor of the Village of Willowbrook, DuPage County, Illinois, do hereby certify that Sean Halloran, has been duly appointed by me with the advice and consent of the Board of Trustees on the \_\_\_\_\_ day of September, 2022 to the office of Village Administrator of the Village of Willowbrook, Illinois, effective on the \_\_\_\_\_ day of September, 2022, for a term not to exceed that of the current Mayor of the Village of Willowbrook, and until his/her successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Willowbrook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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Frank Trilla, Mayor of the  
Village of Willowbrook, Illinois

**EXHIBIT "B"**

**VILLAGE OF WILLOWBROOK, ILLINOIS**

**OATH OF OFFICE**

I, Sean Halloran, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Village Administrator of the Village of Willowbrook, to the best of my ability.

Administered and sworn at Willowbrook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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Sean Halloran

## **EXHIBIT "C"**

### **CERTIFICATION**

The certifications hereinafter made by Sean Halloran are each a material representation of fact upon which reliance is placed by the Village of Willowbrook (the "Village") in entering into the Village Administrator Employment Agreement with Sean Halloran. The Village may terminate the Village Administrator Employment Agreement if it is later determined that Sean Halloran rendered a false or erroneous certification.

I, Sean Halloran, hereby certify, represent and warrant to the Village that:

(A) I am not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) I am not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

(C) No officer or employee of the Village has solicited from the Village Administrator 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 in violation of the Code of Ordinances of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

(D) I have not given to any officer or employee of the Village 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 Village Administrator in violation of the Code of Ordinances of the Village of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

(E) I am not a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), and I am not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;

(F) I am not, directly or indirectly, engaged in and am not facilitating the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person; and

(G) I am not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and I am not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

If any certification made by me or term or condition in this contract changes, I, Sean Halloran, shall notify the Village in writing within seven (7) days.

Dated: September \_\_\_\_\_, 2022

Sean Halloran

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Sean Halloran, known to me, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: \_\_\_\_\_, 2022

## Notary Public