

## 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, MARCH 27, 2023 AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

**THE VILLAGE WILL BE OFFERING A ZOOM WEBINAR FOR THE MEETING TO ALLOW MEMBERS OF THE PUBLIC TO ATTEND BY VIDEO OR AUDIO IF DESIRED. 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: 837 7765 9511**

**Written Public Comments Can Be Submitted By 6:15 P.M. on March 27, 2023, to [aarteaga@willowbrook.il.us](mailto: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 Regular Meeting March 13, 2023](#) (APPROVE)
  - c. [Minutes - Board of Trustees Special Meeting - Committee of the Whole - March 13, 2023](#) (APPROVE)
  - d. [Minutes - Board of Trustees Special Meeting - Budget Workshop #2 REVISED - February 15, 2023](#) (APPROVE)
  - e. [Warrants \\$582,203.87](#)
  - f. [ORDINANCE NO. \\_\\_\\_\\_\\_ - AN ORDINANCE AMENDING THE ZONING ORDINANCE AND ZONING MAP OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS](#)(PASS)
  - g. [MOTION - A MOTION TO APPROVE LORA FLORI, VILLAGE OF WILLOWBROOK CFO AS PRINCIPAL AUTHORITY ON ALL VILLAGE ILLINOIS FUNDS BANK ACCOUNTS, AND AUTHORIZING VILLAGE STAFF TO EXECUTE ALL NECESSARY CHANGE OF INFORMATION FORMS, WITH](#)

THE ILLINOIS TREASURER'S OFFICE, REMOVING AND REPLACING  
BRIAN PABST WITH LORA FLORI. (PASS)

- h. POSTPONEMENT TO THE 4/10/23 VILLAGE BOARD OF TRUSTEES AGENDA  
- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND  
AUTHORIZING THE SUBMISSION OF A REQUEST TO BECOME A MEMBER OF  
THE SOUTHEAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION  
( "SEASPAR" )

NEW BUSINESS

6. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING THE PROPOSAL,  
AWARDING A CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE, ON  
BEHALF OF THE VILLAGE, AN AGREEMENT WITH GALLAGHER BASSETT  
SERVICES, INC. TO PROVIDE SAFETY PROGRAM SERVICES TO THE VILLAGE  
OF WILLOWBROOK (ADOPT)
7. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE OF THE VILLAGE OF  
WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND  
AUTHORIZING THE EXECUTION OF A CONTRACT WITH PARVIN-CLAUSS SIGN  
COMPANY FOR THE FABRICATION AND INSTALLATION OF ONE (1) VILLAGE  
MONUMENT SIGN AND THREE (3) ALUMINUM POST AND PANEL SIGNS AT AN  
ESTIMATED TOTAL COST NOT TO EXCEED \$23,559.00 (PASS)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MARCH 13, 2023, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS .

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1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: Deputy Chief Benjamin Kadolph.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS

Present via zoom, Ms. Donalyne Nipperus, a resident of Willowbrook, expressed her concerns regarding the proposed plans for a pickle ball court that will be built next to her home. Ms. Nipperus is not in favor of a pickle ball court.

Mayor Trilla thanked Ms. Nipperus for speaking and stated that this information will be available for review on Wednesday [at the Capital Improvement (CIP) open house].

5. RECOGNITION - Officer Piotr Opacian Received the Village of Willowbrook's 2022 Officer of the Year Award

Deputy Chief Kaspar introduced Officer Piotr Opacian to the Board. Officer Opacian has been an officer since 2020. He has done amazing things with our tactical unit. Last year he received thirteen (13) letters of recognition. This award has been given to him by his peers. The Mayor and the Board congratulated Officer Opacian.

OMNIBUS VOTE AGENDA

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

6. OMNIBUS VOTE AGENDA:

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting February 27, 2023 (APPROVE)
- c. Minutes - Board of Trustees Special Meeting - Budget Workshop #2 February 15, 2023 (APPROVE)
- d. Warrants \$ 469,614.66
- e. POSTPONEMENT TO THE 3/27/23 VILLAGE BOARD OF TRUSTEES AGENDA - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE SUBMISSION OF A REQUEST TO BECOME A MEMBER OF THE SOUTHEAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION ("SEASPAR")

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

There was no new business at this meeting.

PRIOR BUSINESS

7. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had a reoccurring report about calls he receives from the business park area about five (5) trucks parked in the Kerry Piper lot. I took some photos of it and contacted the correct authorities to address this ongoing issue.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report but questioned the time of the Improvements Open House [the Capital Improvement (CIP) open house]. Administrator Halloran responded 5:30 PM in this building [Community Resource Center (CRC)].

Trustee Astrella had no report.

8. ATTORNEY'S REPORT

Attorney Durkin had no report but reminded the board that there is an executive session this evening.

9. CLERK'S REPORT

Clerk Hahn had no report.

10. ADMINISTRATOR'S REPORT

Administrator Halloran thanked Public Works for the way they handled the water main break near Tameling's on this past Saturday evening. It was a difficult and dangerous task. After the repair, the Public Works crew salted and cleaned up the area.

There is a \$500,000 grant from DCEO [Illinois Department of Commerce & Economic Opportunity] available and we received confirmation from the State of Illinois that we are receiving the grant.

The Administrator offered his praise to staff, particularly Director Kleefisch and Foreman Passero, for their work on the securing additional funding for the storm water improvement project at Borse Park. For next year's improvements, the initial funding was through an ARPA [American Rescue Plan Act] grant and General Fund money. Last week, we received an additional \$99,000 grant from DuPage County, so there will be no need to use any General Fund monies.

Mayor Trilla congratulated Administrator Halloran and staff for the hard work and dedication in working to secure additional grants. Job well done!

11. MAYOR'S REPORT

Mayor Trilla reported that he received a letter of resignation from Chief Schaller. I will be submitting the letter to our Clerk after the meeting. I wish the Chief good luck. He will stay in the position until May 19, 2023. We have had nothing but incredible improvement and leadership under your guidance. While it is bittersweet, we are happy for you in reaching this achievement.

Chief Schaller thanked the Mayor and the Board for all their support and guidance throughout my 28-year career.

12. 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 Davi and seconded by Trustee Mistele to adjourn the Regular Meeting at the hour of 6:46 p.m. and recess to Executive Session.

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

MOTION DECLARED CARRIED

13. ADJOURNMENT

Regular meeting adjourned and the Board moved into Closed Session.

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2023.

\_\_\_\_\_  
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, MARCH 13, 2023 AT 5:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

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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 Village Clerk Deborah Hahn, Mayor Frank Trilla, Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Gregory Ruffolo, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Clerk Christine Mardegan, and Public Works Foreman AJ Passero.

Absent: Chief Financial Officer Lora Flori and Deputy Chief Benjamin Kadolph

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Clerk Hahn to lead everyone in saying the pledge of allegiance.

4. VISITOR'S BUSINESS

Mr. Arteaga indicated that resident Jennifer Selden was present via zoom. Ms. Selden wished to speak on the topic of SEASPAR becoming the Special Recreation provider for Willowbrook. She indicated that as a parent who has been involved with the Ray Graham program in the past, she has not been happy the results achieved. She felt her daughter was not receiving the full benefit and opportunities afforded this type of program. She indicated she would love to have SEASPAR be the provider for the Willowbrook program. Based on her own research, the features offered by the SEASPAR program are outstanding compared to those offered by Ray Graham. She hopes that the resolution would come before the Board so that the Village can move forward with SEASPAR, not only for her daughter but for future Willowbrook residents.

Mayor Trilla thanked Ms. Selden for her heartfelt comments. The Board hopes to make a decision in the near future and will keep her and other residents informed.

The Mayor recognized resident Caryn Verduin, present at the meeting, as

the next speaker.

Ms. Verduin indicated she had questions about the transition from Gateway to SEASPAR. What is the term of the contract and when would it start up?

Director Kleefisch stated that the transition period would be 18 months from July 1, 2023; so an August 2024 start with SEASPAR. The contract is an ongoing one, so technically no end date. There is an exit clause in the contract which can be exercised by the Village if not satisfied with the programs and services being provided.

Ms. Verduin asked if either Gateway or SEASPAR had come to the Village to provide additional information, or perhaps program guides, or brochures? Director Kleefisch indicated that, yes, SEASPAR had provided complete information on their programs which has been reviewed by staff. Neither association has arranged to present in-person information to the Village.

Ms. Verduin asked if Gateway would be given the opportunity to address the Board. Mayor Trilla indicated that this was not something that was generally done and would be discussed internally with the Board and staff. Willowbrook is represented on the Gateway board by Director Kleefisch and the Village is aware of the inner workings of Gateway.

Ms. Verduin also provided an update on the results of the weekend state championship basketball tournament which saw the local team bring home the gold. The excitement and joy experienced by all of those involved was palpable. She noted that keeping this type of group together is an important goal in choosing a Special Recreation association.

The Mayor thanked Ms. Verduin for her comments and input.

## 5. DISCUSSION - UPDATE REGARDING THE SOUTH EAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION (SEASPAR)

Mayor Trilla asked the Director of Parks and Recreation to present the information.

Director Kleefisch updated the Board on the events occurring since the February 13<sup>th</sup> [2023] meeting:

- Communication with all participating resident families, including one-on-one phone calls.
- The Mayor, Administrator and Director held a meeting February 7<sup>th</sup> to speak as a group and gather the unique input, perspective and needs of each family.
- At that meeting, the Director also shared information on the transition details and timeline, the increase in programs that would be available.



- Providing the families with information on what drove this decision and why the Village began to look into a change in the first place, including communication responsiveness, financial audits and financial disclosures of the Gateway board and staff.

In a review of the 2020 Ray Graham Association [provider of the local Gateway services] audit, the most recently available audit, the line item for the Willowbrook \$600 thousand dollars contribution indicated it was allocated for "recreational services." This is not an accurate portrayal of where the tax dollars are going or what they are being used for. This is of concern to the Village and the families represented. The Ray Graham Association has not been responsive to the Village, nor the families they serve.

Additionally, there have been staff to client ratio decreases at Ray Graham. For clarification, any after-school program in the state of Illinois must follow DCFS [Department of Children and Family Services] rules, with a 10 to 1 staff to client ratio. For special needs participants, that ratio increase to a 10 to 3 staff to client ratio. Right now, the Gateway programs are running at a 10 to 1 ratio. This is problematic.

In Willowbrook, our participants fall at all of levels of the special needs spectrum. This means we, as a village, must do everything we can to provide service for all our residents.

One other issue which came up with Gateway is in regard to the actual number of participants from Willowbrook. Director Kleefisch was initially given a verbal count of 16 participants. When a roster was finally provided, it listed only 12. Upon further examination, only 5 of those were actual residents, the remaining 7 residing in unincorporated Willowbrook.

Additionally, on February 13<sup>th</sup>, Gateway staff informed program participants that the Village was immediately withdrawing from the program in order to save money. This fact was disputed by the Village, as, in actuality, the move to SEASPAR will cost the Village more. Again, using misinformation to scare our residents, has caused an even greater distrust of the Gateway program and its professionalism.

Reinforcing again, the transition to SEASPAR would be an 18-month process. SEASPAR staff would come and meet our resident-participants and their families to assist with the transition. An additional point that has been clarified in these discussions, is that non-residents would be able to participate in either program, Gateway or SEASPAR. For residents, there is precedent from other Special Recreation associations, to "grandfather" participation in their original program for 18 months beyond the changeover, with the local government covering the additional cost to the residents. Mayor Trilla was particularly interested in this aspect and would recommend offering this option to residents.

Trustee Berglund inquired regarding the difficulties with transportation faced by some participants and whether this is something with which the Village could assist. Director Kleefisch indicated that SEASPAR does have local community drop-off locations which would become an option for some families. Administrator Halloran added that staff has already been looking into possible drop-off locations for Willowbrook and whether any door-to-door options exist.

Trustee Davi appreciated the communication and the amount of detail provided.

Trustee Mistele agrees in principal with the program, whether Gateway or SEASPAR, that the Village will take care of its residents. He would however like additional information on costs and the length of time the program would be available.

Staff is requesting a consensus of the Board to move forward with the resolution to join SEASPAR which would be brought to the Board for a vote in April. By their comments, the consensus of the Board is to move forward to join SEASPAR in service to our residents.

#### 6. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adjourn the Special Meeting at the hour of 5:56 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2023.

\_\_\_\_\_  
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 FOR BUDGET WORKSHOP #2 WAS HELD ON THURSDAY, FEBRUARY 15, 2023, AT 5:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS .

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***Note: Minutes compiled from meeting agenda, Clerk's notes, and PowerPoint presentation, due to lack of audio recording.***

1. CALL TO ORDER

The meeting was called to order at 5:32 p.m. by Mayor Frank A. Trilla.

2. ROLL CALL

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

Present via conference call were Village Trustee Gregory Ruffolo and Chief Robert Schaller.

Absent: Village Clerk Debbie Hahn

A QUORUM WAS DECLARED

- a. MOTION - Motion to Allow Trustee Ruffolo to Attend the Meeting Remotely. (PASS)

Trustee Neal asked the Board to allow Trustee Ruffolo to attend the meeting remotely.

MOTION: Made by Trustee Neal and seconded by Trustee Davi to allow Trustee Ruffolo to attend the meeting remotely.

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

MOTION DECLARED CARRIED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Director Krol to lead the pledge of allegiance.

#### 4. VISITORS' BUSINESS

None presented and no written comments were received.

#### 5. DISCUSSION - BUDGET WORKSHOP #2

##### a. 2022-2023 Budget Update

Administrator Halloran began the discussion with an overview of the General Fund revenue estimates for 2022-2023, highlighting the points below:

- Stronger Sales Tax growth than expected, particularly strong growth in the Places for Eating tax.
- Stronger Hotel Tax, expected increase of 40% over budget
- Building permits are expected to come in 40% under budget
- Intergovernmental is down due to the unlikelihood of the full amount of the DCEO [Department of Commerce and Economic Opportunity] grant being disbursed in FY 22-23

With overall revenues of \$15,557,786 and expenditures of \$14,467,845, this would provide a surplus of \$1,089,942 for fiscal year 22/23. Administrator Halloran also noted the next 8 weeks would determine the extent of the surplus based on any changes to the economic outlook.

Administrator Halloran also reviewed the upcoming CIP [Capital Improvement Program]. The major changes from the last meeting involved the following issues:

##### Timeline Changes

- Updated the Executive Drive project completion time from 3 years to one year.

##### Cost Changes

- Increased the Executive Drive project budget to \$2.5 million in 2023-24 Budget with funding from the G.O. [General Obligation] bond.
- Added \$100,000 for Police gun purchases in the 2023-24 budget

	2023-2024 Budget	2024-2025 Budget	2025-2026 Budget	2026-2027 Budget	2027-2028 Budget
<b>Sources</b>					
Grants	\$1,086,000	\$0	\$0	\$0	\$0
Motor Fuel Tax	\$0	\$250,000	\$400,000	\$250,000	\$250,000
Rebuild Illinois Bond	\$0	\$0	\$0	\$0	\$0
Transfer from Water Fund	\$0	\$0	\$94,000	\$475,000	\$1,125,000
Transfer from General Fund	\$2,869,100	\$2,058,000	\$2,218,000	\$700,000	\$700,000
General Obligation Bond	\$2,550,000	\$1,060,000	\$850,000	\$850,000	\$850,000
Tax Increment Financing	\$0	\$0	\$0	\$0	\$0
<b>Total Sources/Revenue</b>	<b>\$6,505,100</b>	<b>\$3,368,000</b>	<b>\$3,562,000</b>	<b>\$2,275,000</b>	<b>\$2,925,000</b>
<b>Uses</b>					
Design	\$50,000	\$0	\$0	\$0	\$0
Road and Sidewalk Infrastructure	\$2,575,000	\$750,000	\$1,250,000	\$1,100,000	\$1,100,000
Village Equipment	\$581,300	\$242,000	\$0	\$475,000	\$210,000
Village Facilities	\$3,298,800	\$2,376,000	\$2,218,000	\$700,000	\$490,000
Water Infrastructure	\$0	\$0	\$94,000	\$0	\$1,125,000
<b>Total Uses/Expenditures</b>	<b>\$6,505,100</b>	<b>\$3,368,000</b>	<b>\$3,562,000</b>	<b>\$2,275,000</b>	<b>\$2,925,000</b>

Deputy Chief Kaspar provided additional details on the upgrading of the department's gun purchases. Although \$100,000 is being allocated, many different options for the upgrade are being explored to keep the costs as low as possible. Administrator Halloran asked how old the current supply is. The Deputy Chief indicated it is at least 8 years old, to which Chief Schaller added that some are over 12 years old, particularly the 45s and the 9-millimeters. Deputy Kaspar also added the purchases would be for duty service firearms for 27 officers. Chief Schaller indicated the cost may be closer to \$80-90,000.

Foreman Passero gave details on the Road and Sidewalk Infrastructure and Village Facilities projects in the CIP.

- Both road projects, the Rogers Farm and 67<sup>th</sup> Street resurfacing, came in under budget.
- The Garfield Road sidewalk restoration was \$15,000.
- Borse Park lighting project was \$20,000 under budget.
- With the completion of the CRC, the total cost was \$1.9 million - \$288,050 under the budgeted \$2.25 million.
- The final cost on the Ridgemoor Park renovation was \$26,000 under budget.
- Additional cost savings in various projects (police department concrete repairs, Village Hall & Police department window staining, etc.) have been realized by using in-house labor and working during regular business hours to reduce overtime hours incurred.

Administrator Halloran continued the discussion and introduced the 2023-2024 General Fund Budget topic beginning with a comparison of property tax assessment from other DuPage County communities. Willowbrook is the lowest in the list of 24 communities.

The Administrator provided a breakdown of the percent of each dollar of a Willowbrook resident's property tax is allocated to various services:

Gower West District 62	37%
Hinsdale South HS	34%
Tri-State Fire Protection District	14%
Village of Willowbrook (for the Special Recreation Association)	.32%

A chart comparing various common household expenses purchased by residents to the cost of their government services, e.g., police protection, public works, parks and recreation services.

<u>Provider</u>	<u>Monthly Cost</u>
Netflix	\$9.99
Hulu	\$7.99
HBO Max	\$15.99
Chicago Tribune	\$19.96
Village of Willowbrook	\$0.00

b. 2023-2024 GENERAL FUND BUDGET

EXPENDITURES			
	2022-2023 Estimate	2023-2024 Proposed Budget	Difference between 22-23 Estimate and 23-24 Proposed Budget
Village Administrator's Office (VAO) *	\$2,366,924	\$2,565,808	\$198,884
Community Development	\$492,644	\$587,320	\$94,676
Parks	\$684,872	\$811,659	\$126,787
Police	\$5,775,172	\$6,305,184	\$530,012
Public Works	\$1,630,564	\$1,255,520	(\$375,044)
<i>TOTAL OPERATING COSTS</i>	\$10,950,176	\$11,525,491	\$575,315
<i>Capital Improvement Program</i>	\$3,503,806	\$2,869,100	(\$634,706)
TOTAL GENERAL FUND EXPENDITURES	\$14,453,982	\$14,394,591	(\$59,391)

In presenting the General Fund overview, Administrator Halloran indicated the largest expenditure and increase to the budget is due to the actuarial changes in the calculation of the police pension fund.

Staff is also predicting an overall reduction in the General Revenue fund due to various factors:

- A 2% reduction in Home Rule Sales Tax and a 1% of Sales Tax reduction.
- An estimated \$212,428 decrease in Income Tax revenue.

- An estimated decrease of \$220,558 in Red Light Fines

The overall result is a surplus in the General Fund for next year of \$460,4547 based on revenues of \$14,796,199 and expenditures totaling \$14,335,652.

Police Pension information was provided:

**Police Pension Fund's Actuarial Valuation performed as of 4/30/22:**

- Current Funded ratio is 68.24%
- Two possible funding amounts calculated for FY 22/23:
  1. Statutory minimum (projected unit credit method) assumes 90% funding by 2040: \$863,600 contribution amount (35.11% of payroll)
  2. Recommended contribution (entry age normal method) assumes 100% funding by 2040: \$1,458,998 (59.32% of payroll)
    - o 20.7% increase = \$250,487
    - o Historical rates of payroll:
- 22 beneficiaries as of 4/30/2022 (annual benefit cost \$1.7 million FY 21/22 and \$1.81 million in FY 22/23)

**Additional Pension Funding:**

**IMRF's Actuarial Valuation performed as of 12/31/2021:**

- Current Funded ratio is 102.85%
- Contribution rate decreased by 3.89% (24.65 % to 20.76%)
- FY 22/23 annual contribution approx. \$260,000 or about \$85,000 decrease

Village Administrator Halloran reviewed the status of the Village's outstanding debt:

**Series 2015 GO ARS Bonds (final payment 12/30/2034)**

- Current balance: \$3,367,000 (original amount \$4,930,000)
- Pledged to be repaid with income tax revenues (police station portion) and water user fees (water tank portion)
- If pledged revenues are insufficient, a general obligation property tax would be levied
- Village Board will abate the property tax each year as long as alternate revenues remain sufficient
- FY 2022/23 payment (year 8 of 20): \$342,750
  - General Fund contribution: \$322,709
  - Water Fund contribution: \$20,041

**IEPA Loan (final payment 7/31/2036)**

- Current balance: \$689,207 (original amount \$887,089)
- Pledged to be repaid with water user fees (water standpipe painting)

- FY 2022/23 payment (year 6 of 20): \$54,448
  - Principal: \$41,823
  - Interest: \$12,625

**Business District Sales Tax Incentive - Harlem-Irving**

- Developer Note issued 5/1/2019 for \$2,000,000 (max)
- Pledged to be repaid with Business District sales taxes on specific retailers
- Limited to 20-year term (5/1/2039)
- First payment made FY 2019/20 - \$50,383
- FY 2020/21 payment of \$62,725
- FY 2021/22 payment estimated at \$67,864 (8% incr.)
- FY 2022/23 est. \$72,500

**Business District Sales Tax Incentive - PFM**

- Pledged to be repaid with Business District sales taxes on specific retailers
- Maximum would be \$5,000,000
- Limited to 20-year term or expiration of business district (7/11/2039)
- First payment was made on 1/09/23 of \$357,722.07.

**Series 2007 Special Service Area (SSA) Bonds (final payment 1/1/2029)**

- Current balance: \$1,735,000 (original amount \$3,540,000)
- No-commitment debt of the Village, secured by property tax revenues levied on the benefitted properties
- FY 22/23 payment of \$323,425 budgeted in the Special Service Area Fund

Each department provided their budgetary overviews:

**Village Administrator's Office - Administration**

2022-2023 Proposed Budget	2022-2023 Estimate	Difference
\$1,669,704	\$2,087,977	\$418,273

- **2022-2023 Budget Highlights**
  - Increased costs due to 2022 Bond and two Village Administrator salaries
- **2022-2023 Accomplishments/Highlights**
  - Completed the Pavement Assessment Grant from CMAP.
  - Completion of the Gateway signage.
  - Oversaw the update to the Zoning Code for the first time in 62 years.



- Oversaw the completion of the Community Resource Center.
- Oversaw the update to the Employee Handbook for the first time in 11 years.
- Created and implemented the first Communication Policy.
- Assisted in the negotiation of the Police Union contract.
- Increased and enhanced communication efforts by providing a bi-annual newsletter, monthly water briefs, and a cohesive social media strategy.
- Implemented the first procurement and contract structure within the Village.
- Implemented a new customer service request system with SeeClickFix.
- Implemented the Monthly Information Report.
- Oversaw and implemented the transfer of thousands of files to Laserfiche from the previous vendor.
- Oversaw the scanning of 70 boxes of documents into Laserfiche and all existing documents from 1960 transferred from Paper Vision to Laserfiche.
- Implemented PPO health insurance to give employees health insurance options for the first time in the Village's history.

2022-2023 Estimate	2023-2024 Proposed Budget	Difference
\$2,087,977	\$2,275,471	\$187,494

• **2023-2024 Budget Highlights**

- Increased costs in debt payments, which are related to the 2022 Bond.
- Decreased costs in personnel and contracts.

• **2023-2024 Goals**

- Assist in implementing performance metrics for Public Works and Community Development.
- Assist in the development of programs within the CRC.
- Assist in the management of all CIP projects for 2023.
- Oversee the Comprehensive Plan process.
- Oversee the grant application process for OSLAD and DCEO.
- Develop staff training programs.
- Identify new opportunities to enhance resident interaction and communication with the community.
- Perform an analysis of the Administrative Law Judge project.
- Oversee the analysis of building permit software.
- Oversee the analysis of water billing software.

2022-2023 Proposed Budget	2022-2023 Estimate	Difference
\$191,970	\$177,720	-\$14,250

- 2022-2023 Accomplishments/Highlights
  - Successfully managed the transition to an outsourced Finance model.
  - Received two GFOA awards.
  - Applied for the triple GFOA award.
  - Streamlined and decentralized the invoice processing.
  - Created accountability within the Village on department head responsibility.
  - Improved the payroll process for end users.
  - Staff from Lauterbach and Amen has recommended that we use our reserve fund from IRMA to withhold annual premium amount

2022-2023 Estimate	2023-2024 Proposed Budget	Difference
\$177,720	\$199,286	\$21,566

- 2022-2023 Budget Highlights
  - Assisted with the TIF implementation.
  - Oversee the development of the five-year Capital Improvement Program.
  - Assisted with all pricing and review analysis, including the Employee Handbook and Police Union contract.

## Community Development

2022-2023 Proposed Budget	2022-2023 Estimate	Difference
\$849,204	\$492,644	-\$356,560

- 2022-2023 Budget Highlights
  - Reduced operating expenditures by \$356,560.
  - Implemented a streamlined process for reviewing permits.
  - Transitioned away from an outsourced planner model.
- 2022-2023 Accomplishments/Highlights
- Comprehensive zoning code update complete.
  - All Planning services done in house by staff.
  - Hired a new Deputy Director of Community Development, specializing in residential plan review and SDR reviews.
  - Hiring a new Permit Technician, specializing in customer service, and issuing permits over the counter.
  - GIS mapping software is live.

- Implemented an on-demand outsourced building permit model

2022-2023 Estimate	2023-2024 Proposed Budget	Difference
\$492,644	\$587,320	\$94,476

#### 2023-2024 Budget Highlights

- 2023-2024 proposed budget reduced by \$261,713 from the 2022-2023 approved budget.
- Personnel expenditures will increase, while contractual will decrease by 62%
- Comprehensive Plan is a one-time cost.

#### 2023-2024 Accomplishments/Highlights

- Evaluating the use and possible implementation of online permitting.
- Comprehensive Plan Update.
- Implementation of Service Level Improvements (over counter permits, minor building remodels all in house)
- Increase staff training (ICC, BS&A, ACIP, events).

### **Parks & Recreation**

2022-2023 Proposed Budget	2022-2023 Estimate	Difference
\$649,050	\$699,872	\$50,822

- 2022-2023 Budget Highlights
  - In the first year, Active Adults is projected to produce \$200,000 in revenue.
  - 22-23 Expenditures are projected to be under budget.
  - Created standardized budget practice for program fees
- 2022-2023 Accomplishments/Highlights
  - Integrated and implemented new registration software into department operations (ActiveNet).
  - Increased registrations to 1,195 for Fall/Winter session.
  - Developed new special events such as Pumpkin Flotilla, Mug Run, Elf Tryout, and Santa Sleigh
  - Oversaw the execution and development of the Parks and Recreation survey
  - Parks & Recreation Master Plan Update
  - Implementation of the Active Adults Program.
  - Oversaw the construction project of Ridgemoor Park.
  - Evaluation of Parks and Recreation programs.
  - Completed a fee analysis on all Parks services.

2022-2023 Estimate	2023-2024 Proposed Budget	Difference
\$699,872	\$799,037	\$99,165

2023-2024 Budget Highlights

- Increase of \$52,250 for Active Adults Programming.
- Several more programs will be offered through partnership opportunities at all parks.
- Reduction in landscape maintenance services.

2023-2024 Goals

- Execute park site plan for Midway Park Improvement Project.
- Increase programming opportunities and Special events (100+ unique events)
- Implement strategic partnerships for program diversification
- Create business plan model and analysis for pickleball court revenue
- Increase public outreach via HOA meetings and CRC meetings.
- Strengthen and develop intergovernmental relationships with Gower 62 and Indian Prairie Public Library for programming opportunities.
- Pricing policy analysis for programs and special events.
- Develop performance metrics for department and staff.

**Police**

2022-2023 Proposed Budget	2022-2023 Estimate	Difference
\$6,001,023	\$5,775,172	-\$225,851

2022-2023 Budget Highlights

- DEA Task Force Officer.
- Decrease operational costs by adding more in-house training - i.e., phlebotomist.
- Re-organizing the organizational structure of police administration.

2022-2023 Accomplishments

- Implementation of New Ballistic Shields
- Implementation of New Ballistic Helmets.
- Implementation of New Police Rifle w/ Optics.
- Increased community policing meetings with Homeowners Associations.
- ComEd Grant Award -ALPR and Speed Signs.

2022-2023 Proposed Budget	2023-2024 Estimate	Difference
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\$5,775,172	\$6,341,094	\$565,922
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#### 2023-2024 Budget Highlights

- Expected reduction in overtime expenses.
- Increase in personnel costs as the department gets to full-staff.
- Increase in actuarial amount, which accounts for 52% of the overall increase in operating expenditures.

#### 2023-2024 Police Department Goals

- Continue working on Illinois Law Enforcement Accreditation Program (ILEAP) for completion in FY 23/24
- Increase narcotics enforcement through partnerships with DuPage Metropolitan Enforcement Group (DuMEG) and Willowbrook Police Department patrol and tactical units.
- Utilize current traffic accident data to identify areas for increased selective traffic enforcement
- Implementation of "Town Hall" meetings

#### **Public Works**

2022-2023 Proposed Budget	2022-2023 Estimate	Difference
\$1,492,444	\$1,629,427	\$136,983

#### 2022-2023 Budget Highlights

- Executive Dr stormwater management project
- Adams St street light improvements
- Gower West sidewalk extension
- Willow Manor drainage survey
- Executive Dr water main replacement
- Road rejuvenation program

#### 2022-2023 Accomplishments/Highlights

- Resurfacing of Rogers Farm subdivision
- Reconstruction and resurfacing of 67th St
- Installation of multiple LED speed limit signs
- Village facilities window replacement

2022-2023 Proposed Budget	2023-2024 Estimate	Difference
\$1,629,427	\$1,160,716	-\$468,711

#### 2023-2024 Budget Highlights

- Operating expenditures are projected to be \$816,322 lower than 21-22 fiscal year.

- Staff has moved concrete flatwork and salt to the Motor Fuel Tax fund.
- Staff will also be implementing a programmatic approach to tree maintenance and concrete flatwork.

2023-2024 Public Works Goals

Increase training, continued education and certification classes throughout the department.

- Implement the four-year sidewalk replacement and tree replacement program.
- Develop a strategic plan, valve cleaning and commercial buffalo box locating and digital mapping.
- Modernize departmental and utility inspections.

As Administrator Halloran concluded the meeting he called for questions or comments from the Board members.

Mayor Trilla offered his congratulations to the staff and thanked them for their hard work. Trustee Berglund agreed that the staff's efforts were greatly appreciated. Trustee Mistele also thanked the staff and added that he loved the Monthly Report. Trustee Ruffolo also felt it had been a great meeting.

6. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adjourn the Regular Meeting at the hour of 6:46 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2023.

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

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

March 27, 2023

GENERAL CORPORATE FUND	-----	\$	176,013.20
WATER FUND	-----	\$	61,112.30
CAPITAL PROJECT FUND	-----	\$	324,003.39
17 SERIES 2022 BOND	-----	\$	21,074.98
TOTAL WARRANTS	-----	\$	582,203.87

Lora Flori, Director of Finance

APPROVED:  
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/27/2023	APCH	99943	ALAN F. FRIEDMAN, PHD	FEES/DUES/SUBSCRIPTIONS	630-307	30	3,750.00
				FEES/DUES/SUBSCRIPTIONS	630-307	30	1,875.00
				CHECK APCHK 99943 TOTAL FOR FUND 01:			5,625.00
03/27/2023	APCH	99944	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	268.17
03/27/2023	APCH	99945	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	835.00
03/27/2023	APCH	99946	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	1,160.00
03/27/2023	APCH	99947	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	605.00
03/27/2023	APCH	99948	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	735.00
03/27/2023	APCH	99949*#	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35	358.00
				FEES - ENGINEERING	720-245	35	807.50
				FEES - ENGINEERING	720-245	35	1,611.00
				FEES - ENGINEERING	720-245	35	363.24
				ENGINEERING SERVICES	820-262	40	578.50
				CHECK APCHK 99949 TOTAL FOR FUND 01:			3,718.24
03/27/2023	APCH	99950#	CONNECTA SATELLITE SOLUTIONS LLC	PHONE - TELEPHONES	455-201	10	67.19
				PHONE - TELEPHONES	630-201	30	67.19
				CHECK APCHK 99950 TOTAL FOR FUND 01:			134.38
03/27/2023	APCH	99952	DUPAGE COUNTY TREASURER	EDP LICENSES	640-263	30	750.00
03/27/2023	APCH	99955	FOREST AWARDS & ENGRAVING	OFFICE SUPPLIES	410-301	05	17.40
03/27/2023	APCH	99957#	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	455-201	10	185.00
				TELEPHONES	810-201	40	150.00
				CHECK APCHK 99957 TOTAL FOR FUND 01:			335.00
03/27/2023	APCH	99959#	KEVRON PRINTING & DESIGN INC	OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	62.75
				OFFICE SUPPLIES	610-301	25	62.75
				OFFICE SUPPLIES	810-301	40	125.50
				CHECK APCHK 99959 TOTAL FOR FUND 01:			251.00
03/27/2023	APCH	99960*#	KLOEPFER CONSTRUCTION, INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	5,765.00
03/27/2023	APCH	99961*#	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	12,060.00



Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/27/2023	APCH	99962	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	16,866.45
				FEES - VILLAGE ATTORNEY	470-239	10	1,371.00
				CHECK APCHK 99962 TOTAL FOR FUND 01:			18,237.45
03/27/2023	APCH	99963	LISLDESIGN, INC.	PRINTING & PUBLISHING	550-302	20	40.00
03/27/2023	APCH	99964	MID-STATES ORGANIZED CRIME	FEES/DUES/SUBSCRIPTIONS	630-307	30	200.00
03/27/2023	APCH	99965	MUNICIPAL CLERKS OF DUPAGE CNTY	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	35.00
				SCHOOLS/CONFERENCES/TRAVEL	410-304	05	35.00
				CHECK APCHK 99965 TOTAL FOR FUND 01:			70.00
03/27/2023	APCH	99966	NJ RYAN TREE & LANDSCAPE LLC	SNOW REMOVAL CONTRACT	740-287	35	17,075.00
03/27/2023	APCH	99967	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	5,545.00
				CONSULTING SERVICES - IT	460-306	10	125.00
				CHECK APCHK 99967 TOTAL FOR FUND 01:			5,670.00
03/27/2023	APCH	99968	RATHS, RATHS & JOHNSON, INC.	ENGINEERING SERVICES	820-262	40	2,944.75
03/27/2023	APCH	99969	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	370.50
				OPERATING EQUIPMENT	630-401	30	135.00
				CHECK APCHK 99969 TOTAL FOR FUND 01:			505.50
03/27/2023	APCH	99970	RBH CONSTRUCTION, LLC	BUILDING IMPROVEMENTS	485-602	10	950.00
03/27/2023	APCH	99972	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	11,260.00
				BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	1,500.00
				BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	12,755.00
				CHECK APCHK 99972 TOTAL FOR FUND 01:			25,515.00
03/27/2023	APCH	99973	STONE WHEEL, INC.	MAINTENANCE - VEHICLES	630-409	30	32.40
03/27/2023	APCH	99974	THE BLUE LINE	FEES/DUES/SUBSCRIPTIONS	630-307	30	348.00
03/27/2023	APCH	99975	THOMAS J BRESCIA	FEES - FIELD COURT ATTORNEY	630-241	30	2,025.00
03/27/2023	APCH	99976	TKB ASSOCIATES INC	DOCUMENT STORAGE/SCANNING	460-267	10	5,839.40
03/27/2023	APCH	99977	TRAFFIC CONTROL & PROTECTIONS	ROAD SIGNS	755-333	35	153.10
				ROAD SIGNS	755-333	35	29.60
				ROAD SIGNS	755-333	35	1,142.80

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				CHECK APCHK 99977 TOTAL FOR FUND 01:			1,325.50
03/27/2023	APCH	99978	TULIP TIME FESTIVAL	ACTIVE ADULT PROGRAM	590-517	20	390.00
03/27/2023	APCH	99979	UNDERGROUND PIPE SOLUTIONS	JET CLEANING CULVERT	750-286	35	4,400.00
				JET CLEANING CULVERT	750-286	35	4,400.00
				CHECK APCHK 99979 TOTAL FOR FUND 01:			8,800.00
03/27/2023	APCH	99981	VERRA MOBILITY	RED LIGHT - CAMERA FEES	630-247	30	22,475.00
				RED LIGHT - CAMERA FEES	630-247	30	22,475.00
				RED LIGHT - MISC FEE	630-249	30	3,687.00
				RED LIGHT - MISC FEE	630-249	30	2,637.00
				CHECK APCHK 99981 TOTAL FOR FUND 01:			51,274.00
03/27/2023	APCH	99982#	WAREHOUSE DIRECT	CONTINGENCIES	490-799	10	175.49
				UNIFORMS	810-345	40	135.72
				CHECK APCHK 99982 TOTAL FOR FUND 01:			311.21
03/27/2023	APCH	99983	WB-BURR RIDGE SPORTS PREF CTR LL	COMMUNITY EVENTS	585-522	20	375.00
				ACTIVE ADULT PROGRAM	590-517	20	160.00
				CHECK APCHK 99983 TOTAL FOR FUND 01:			535.00
03/27/2023	APCH	99984	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	630-409	30	1,665.80
				Total for fund 01 GENERAL FUND			176,013.20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
03/27/2023	APCH	99942	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	77.07
03/27/2023	APCH	99954	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	3,500.00
				SPOILS HAULING SERVICES	430-280	50	2,500.00
				SPOILS HAULING SERVICES	430-280	50	4,000.00
				SPOILS HAULING SERVICES	430-280	50	2,500.00
				SPOILS HAULING SERVICES	430-280	50	2,786.00
				CHECK APCHK 99954 TOTAL FOR FUND 02:			15,286.00
03/27/2023	APCH	99956	HACH CHEMICAL COMPANY	METERS FLOW TESTING	435-278	50	2,863.56
03/27/2023	APCH	99958	ILLINOIS INDUSTRIAL PROPERTIES	CUSTOMER OVERPAYMENT	280-135	00	1,655.31
03/27/2023	APCH	99960*#	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	8,110.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	6,780.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	9,840.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	6,435.00
				CHECK APCHK 99960 TOTAL FOR FUND 02:			31,165.00
03/27/2023	APCH	99961*#	LAUTERBACH & AMEN LLP	FEES - ENGINEERING	405-245	50	8,040.00
03/27/2023	APCH	99980	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50	1,192.98
				POSTAGE & METER RENT	401-311	50	832.38
				CHECK APCHK 99980 TOTAL FOR FUND 02:			2,025.36
Total for fund 02 WATER FUND							61,112.30

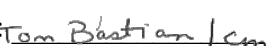
Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
03/27/2023	APCH	99951	D & J LANDSCAPE INC.	RIDGEMOOR PARK PROJECT	600-328	55	37,640.89
03/27/2023	APCH	99953	E.P. DOYLE & SON, LLC	COMMUNITY CENTER CONSTRUCTION	600-326	55	111,979.50
03/27/2023	APCH	99971	RUSH TRUCK CENTER - SPRINGFIELD	PUBLIC WORKS VEHICLE	600-316	55	174,383.00
				Total for fund 10 CAPITAL PROJECT FUND			324,003.39

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 17 SERIES 2022 BOND							
03/27/2023	APCH	99949*#	CHRISTOPHER B. BURKE	EXECUTIVE DRIVE PROJECT	540-427	85	21,074.98
				Total for fund 17 SERIES 2022 BOND			21,074.98
TOTAL - ALL FUNDS							582,203.87

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

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

AN ORDINANCE AMENDING THE ZONING ORDINANCE  
AND ZONING MAP OF THE VILLAGE OF WILLOWBROOK,  
DUPAGE COUNTY, ILLINOIS

**AGENDA NO. 5.f.****AGENDA DATE: 03/27/22****STAFF REVIEW:** Michael Krol, Community Development DirectorSIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Sean Halloran, Village AdministratorSIGNATURE: **REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

In accordance with 65 ILCS 5/11-13-19, the Village is required to publish its Zoning Map by March 31<sup>st</sup> of each year if there have been any map amendments (i.e., re-zonings, subdivisions, annexations, and/or special use permits) during the preceding calendar year. The attached map has been prepared to reflect all changes through the year 2022 and all the Unified Development Ordinance rezoned parcels.

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

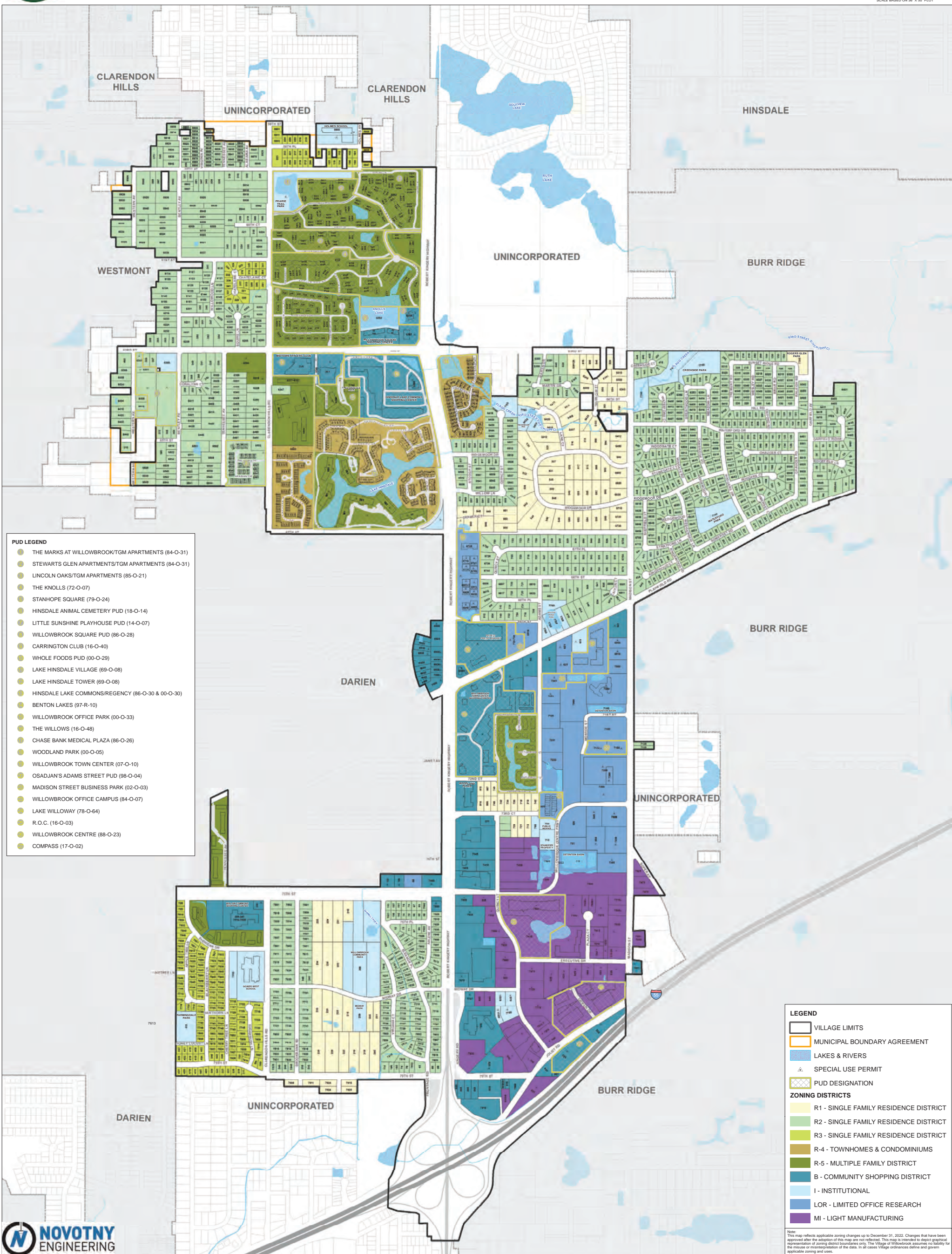
The updated zoning map includes zoning map district changes that were approved with the Unified Development Ordinance approved by the Village Board on January 23, 2023. Staff has also added all property annexations, the Village boundary line agreements with surrounding municipalities, and all Planned Unit Developments with the original ordinance numbers.

Staff recommends approval of the attached ordinance.

**ACTION PROPOSED:**

Pass the ordinance amending the zoning ordinance and zoning map of the Village of Willowbrook.





ADOPTED AND APPROVED BY THE VILLAGE OF WILLOWBROOK MARCH 31, 2023 (VALID THROUGH DECEMBER 31, 2023) \*DRAFT



**ORDINANCE NO. 23-O-\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE AND ZONING MAP OF THE  
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

---

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

**SECTION 1:** That Ordinance 22-0-13 of the Village of Willowbrook, as passed and approved on the 28<sup>th</sup> day of March, 2022, is herewith and now comprehensively amended by the provisions contained in this Ordinance.

**SECTION 2:** That the Zoning Map contained in the 2022 Village of Willowbrook Zoning Ordinance, as subsequently amended, is herewith and now amended by a new Zoning Map dated December 19, 2022, which shall be entitled, “Zoning Map, Village of Willowbrook”, a copy of which shall be on file with the Village Clerk of the Village of Willowbrook, and which zoning map is hereby incorporated herein by this reference.

**SECTION 3:** That all ordinances and resolutions or parts thereof in conflict with the provisions of this ordinance are, to the extent of such conflict, expressly repealed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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

PASSED and APPROVED this 27<sup>th</sup> day of March, 2023 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

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

**EXHIBIT “A”**

**2023 VILLAGE OF WILLOWBROOK OFFICIAL ZONING MAP**

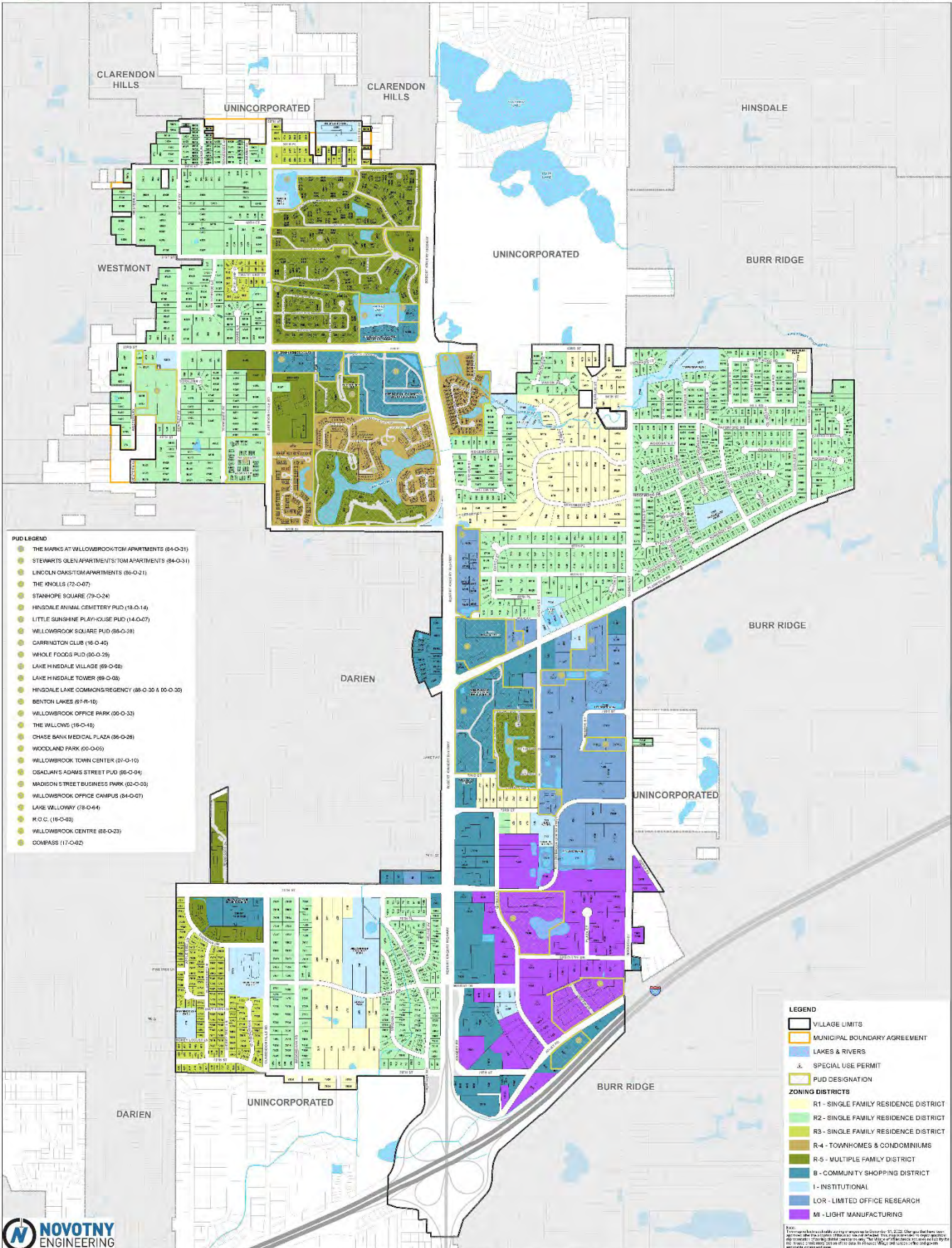


# VILLAGE OF WILLOWBROOK

## 2023 ZONING MAP



1 INCH = 400 FEET  
SOUTH BY SUNDAY



ADOPTED AND APPROVED BY THE VILLAGE OF WILLOWBROOK MARCH 31, 2023 (VALID THROUGH DECEMBER 31, 2023) \*DRAFT


# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLES:**

A MOTION TO APPROVE LORA FLORI, VILLAGE OF WILLOWBROOK CFO AS PRINCIPAL AUTHORITY ON ALL VILLAGE ILLINOIS FUNDS BANK ACCOUNTS, AND AUTHORIZING VILLAGE STAFF TO EXECUTE ALL NECESSARY CHANGE OF INFORMATION FORMS, WITH THE ILLINOIS TREASURER'S OFFICE, REMOVING AND REPLACING BRIAN PABST WITH LORA FLORI.

**AGENDA NO. 5.g.****AGENDA DATE: 03/27/2023****STAFF REVIEW:** Lora Flori, Chief Financial Officer**SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Sean Halloran, Village Administrator**SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒**BACKGROUND/DISCUSSION**

Due to the retirement of Brian Pabst, former Village Administrator, Village staff will need to complete the electronic Enrollment Form and Illinois Funds Agreement to remove former Village Administrator, Brian Pabst and add Lora Flori, CFO, as Principal Authority on all Willowbrook Illinois Funds accounts. The Illinois Funds requires the new Principal Authority to be noted in the official signed meeting minutes.

**STAFF RECOMMENDATION**

Staff recommends removing Brian Pabst, former Village Administrator, as the Principal Authority on all Willowbrook Illinois Funds accounts and adding Lora Flori, CFO as the Principal Authority on all Willowbrook Illinois Funds accounts.

**ACTION PROPOSED:** Pass the motion.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLES:**

A RESOLUTION APPROVING THE PROPOSAL,  
AWARDING A CONTRACT AND AUTHORIZING THE  
MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE,  
AN AGREEMENT WITH GALLAGHER BASSETT  
SERVICES, INC. TO PROVIDE SAFETY PROGRAM  
SERVICES TO THE VILLAGE OF WILLOWBROOK

**AGENDA NO. 6****AGENDA DATE: 03/27/2023****STAFF REVIEW:** Alex Arteaga, Asst. to the Village Administrator**SIGNATURE:****LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Sean Halloran, Village Administrator**SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:****YES** ☐**NO** ☐**N/A** ☒**BACKGROUND/DISCUSSION**

Since its incorporation, the Village has contracted for safety program services. In prior years, the Village requested services on an informal basis, which required contacting several vendors and collecting quotes for specific services. On January 13, Village staff released RFP #012 for Safety Program Services. Bids for this RFP were due by February 8. Staff received two bids from Gallagher Bassett Services & Hygieneering, Inc. This is the first time in Village history that safety program services were sought while utilizing the Village of Willowbrook's Purchasing Policy.

The scope of work for this contract includes safety program services and other general HR training services. Gallagher Bassett provided reputable references and, following conversations with Gallagher Bassett's staff, Village staff are confident that the selected vendor will provide quality services to the Village.

Below is the pricing table for 2023 as provided by Gallagher Bassett:

Item Description	Unit	Unit Price	Total
Training	Per Day (8 Days)	\$1,120	\$8,960
Written Safety and Health Program	Per Day (1 Day)	\$1,120	\$1,120
Workplace Safety Audit	Per Day (1 Day)	\$1,120	\$1,120

Gallagher Basset Will provide Public Works crews training for the following topics:

- Aerial/Scissor Lift
- Accident Prevention
- Back Safety
- Blood Borne Pathogens
- Chainsaw Safety
- Confined Space Entry
- Defensive Driving
- Electrical Safety
- Fall Protection
- Forklift Safety
- Heavy Equipment Safety
- Hand Tools
- Hazard Communication
- Hearing Conservation
- Heat Illness & Injury Prevention
- Ladder Safety
- Lock Out/Tag Out
- Machine Guarding
- Personal Protective Equipment
- Respiratory Protection
- Scaffolding
- Slips, Trips and Falls
- Trenching and Shoring
- Vehicle Lift/Overhead Crane
- Winter Safety
- Welding/Hot Work
- Work Zone Safety
- Scaffolding

Gallagher Basset will provide general staff training for the following topics:

- Anti-discrimination
- Sexual Harassment
- CPR/AED

#### **STAFF RECOMMENDATION**

Staff recommends adopting the resolution to approve the execution of a contract with Gallagher Bassett for safety program services to be provided in 2023, 2024, and 2025.

**ACTION PROPOSED:** Adopt the Resolution.

**RESOLUTION NO. 23-R-\_\_\_\_\_**

**A RESOLUTION APPROVING THE PROPOSAL, AWARDING A CONTRACT AND  
AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE, AN  
AGREEMENT WITH GALLAGHER BASSETT SERVICES, INC. TO PROVIDE  
SAFETY PROGRAM SERVICES TO THE VILLAGE OF WILLOWBROOK**

---

**WHEREAS**, the Village of Willowbrook (the “Village”) solicited proposals to provide safety program services to the Village; and

**WHEREAS**, upon review of the proposals received and analyzed by the Village, the Village has determined that it is in the best interest of the Village to enter into an agreement with Gallagher Bassett Services, Inc. to provide safety program services to the Village upon the terms and conditions and at the costs all as set forth in Gallagher Bassett Services, Inc.’s proposal response dated February 3, 2023, attached hereto and expressly made a part of this Resolution and Agreement, as if each term of said proposal was repeated verbatim.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor of the Village is hereby authorized and directed to execute an Agreement with Gallagher Bassett Services, Inc. for safety program services upon the costs and terms as set forth in the attached Agreement and Bid Proposal, attached hereto as Exhibit “A”, and made a part hereof, which Agreement is hereby approved.

**BE IT FURTHER RESOLVED** that the Village Clerk is directed to attest to the Mayor’s signature, all on behalf of the Village of Willowbrook

PASSED and APPROVED this 27<sup>th</sup> day of March, 2023, by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

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



**EXHIBIT “A”**

**Agreement for Safety Program Services Between Gallagher Bassett Services, Inc. and  
the Village of Willowbrook**

February 24, 2023

Alex Arteaga, M.P.A.  
Assistant to the Village Administrator  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

**Re: Safety Program Services Contract**

Dear Alex:

Gallagher Bassett Services, Inc. (“**GB**”) will provide the Village of Willowbrook (“**Client**”) with services described below related to Safety and Risk Control. The services will be provided by Jim Sredzinski, Associate Loss Control Consultant.

**Proposed Scope of Work:**

- Please see *Addendum, Village of Willowbrook RFP 012 Safety Program Services-Gallagher Bassett* for a full description of proposed service.
- Except as expressly set forth above, GB is not providing any other or additional services to Client. Any modifications to the services need to be agreed to by the parties in writing.

**Pricing:**

The services outlined above shall be performed in accordance with GB’s Cost & Fee Schedule, attached hereto at **Exhibit A** and fully incorporated herein, along with GB’s Standard Terms & Conditions, attached hereto at **Exhibit B** and fully incorporated herein. All invoices shall be payable within 30 days of the invoice date. This Proposal along with all attachments hereto shall be referred to as the “**Agreement**”.

**Conditions Regarding Service**

Service performed by GB is related solely to current and potential loss exposures. Except as otherwise expressly set forth above, the service is neither intended to nor does it imply, guarantee or warrant in any way that Client and its locations are in compliance with all codes, laws or regulations governing property or operation. Furthermore, to the extent applicable and expressly set forth in the Scope of Work, the service performed by GB is intended to bring Client into compliance only with any laws expressly referenced in the services description above; it does not and is not intended to imply, guarantee, assure or warrant in any way that compliance with the recommendations made by GB will eliminate all current and potential losses identified by the service.


If you wish to purchase the service, please sign and return a copy of this agreement to Lynn Tulke via mail or email at [Lynn\\_Tulke@gbtpa.com](mailto:Lynn_Tulke@gbtpa.com). If you have any questions, please contact Michael Eble at [Michael\\_Eble@gbtpa.com](mailto:Michael_Eble@gbtpa.com) or 630-248-9035.

Sincerely,



Gallagher Bassett Services, Inc.

**Gallagher Bassett Services, Inc.**

By:   
Its: Executive Vice President  
Date: 2/24/23

**Village of Willowbrook**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Email: \_\_\_\_\_

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

## **EXHIBIT A**

### **GB Cost & Fee Schedule**

#### **Fee for Service:**

Gallagher Bassett anticipates ten (10) days of Loss Control service to complete the activities requested by the Municipality. This will include the following allocations:

- Eight (8) days of service to provide onsite training as directed by the Municipality consisting of one (1) and four (4) topics per day.
- One (1) day of service to provide the Municipality with a Written Safety and Health Program.
- One (1) day of service to conduct an onsite Workplace Safety Audit and develop a detailed management report.

A “service day” is 8-hours of consultant time (including travel) devoted to client service activity. Service activity includes all preparation, travel, onsite, report writing, and presentation time.

Gallagher Bassett charges an hourly rate of \$140 for service. The fee to provide the Municipality with ten days of Loss Control service as proposed is \$11,200.00.

An invoice will be sent to Client at the conclusion of service. Payment is due within 30 days of the invoice date.

## **EXHIBIT B**

### **GB Standard Terms & Conditions**

#### **1. Scope and Performance of Services**

Client hereby retains GB to perform the services described in GB's Proposal ("**Services**"), attached hereto, and GB agrees to provide said Services. The terms, conditions, and limitations contained in GB's Proposal are incorporated herein by reference in this Agreement. Any additional terms and conditions proposed by Client will not be binding upon GB unless specifically agreed to in writing by GB. This Agreement shall not create any rights or benefits to parties other than Client or GB.

#### **2. Payment Terms**

As full consideration for the performance of Services, Client agrees to pay GB as set forth in GB's Cost & Fees Schedule attached to the Proposal at Exhibit A. Any additional services or work required by Client shall be performed on a time-and-materials ("**T&M**") basis, in accordance with the cost and fee schedule effective at the time of performance of such services or work.

#### **3. Change Orders**

Client has relied on GB's professional judgment in establishing the Project scope of work ("**SOW**") and costs of Services as set forth in the Proposal. Client shall also rely on GB's professional judgment in evaluating the continued adequacy of the SOW, in light of occurrences or discoveries that were not originally contemplated by or known to Client and/or GB. Client and/or GB shall have the right to modify the scope of Services, specifications and time requirements set forth in the Proposal, along with an equitable adjustment of the cost and fees for such Services, as deemed appropriate and agreed to by the Parties hereto. Such modification of Services shall be in writing, attached hereto and incorporated by reference ("**Change Order**").

#### **4. Billing & Payment**

Client recognizes that timely payment of GB's invoices is a material part of the consideration GB requires to perform the Services. Client will pay GB in accordance with these Terms and Conditions and the fees, rates, charges and reimbursement terms set forth in GB's Proposal and/or Cost & Fee Schedule. Invoices will be submitted by GB on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date.

If Client objects to any portion of an invoice, Client shall notify GB within fourteen (14) calendar days from the date of the invoice, identify the cause of the objection, and pay when due the undisputed portion of the invoice. Client shall pay an additional charge of one and one-half percent (1.5%) of the invoiced amount per month for any payment received by GB more than thirty (30) calendar days from receipt of invoice, excepting any disputed portion of the invoiced amount that has been resolved in favor of Client. However, interest amounts shall not exceed that which is legally allowable. Should the Client's account, after payment default hereunder, be referred by GB to an attorney or collection agency for collection, then Client shall pay all of GB's expenses incurred in such collection efforts including, but not limited to, collection agency fees, court costs and reasonable attorneys' fees. Payment shall not be conditioned on reimbursement or other recovery of funds from any third party, including insurance carriers.

#### **5. Standard of Care/Warranty**

Except as expressly set forth in this Agreement, GB makes no other warranties of any kind with respect

to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage. Client and Client's contractors shall promptly notify GB of any actual or suspected defects in GB's Services to help GB take corrective measures. GB shall not be liable to Client for any damages without being given a reasonable opportunity to correct the Services.

#### 6. Safety

Client shall be obligated to inform GB of any applicable site safety procedures and regulations known to Client as well as any special safety concerns or dangerous conditions at the site. GB and its employees and/or subcontractors will be obligated to adhere to such procedures and regulations once notice has been given. Unless specifically provided in the Proposal, GB shall not have any responsibility for overall job safety for others at the work site. If in GB's opinion, its field personnel are unable to access required locations or perform required Services in conformance with applicable safety standards, GB may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, GB may in its discretion terminate its performance, in which event Client shall pay for Services and termination expenses as provided herein.

#### 7. Insurance

GB shall procure and maintain at its own expense, during the term of its engagement with Client, insurance of the following types and amounts: commercial general liability, contractors' pollution liability, professional liability (Errors & Omissions) at limits of \$1,000,000 per occurrence and in the aggregate; automotive liability insurance with a combined single limit of \$1,000,000; and \$2,000,000 per occurrence and in the aggregate of umbrella coverage. GB shall furnish evidence of such coverage to Client upon request.

#### 8. Indemnification

GB shall indemnify, defend and hold harmless Client and its officers, directors, employees, agents, representatives, affiliates and successors from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by Client, its officers, directors, employees, agents, representatives, affiliates and successors as a result of any and all third-party claims, demands, suits, causes of action, proceedings, judgments and liabilities for property damage and/or personal injury ("Claims") resulting from or arising out of GB's (i) breach of the Proposal; and (ii) negligent acts, errors or omissions in the performance of Services under this Agreement.

Client shall indemnify, defend and hold harmless GB and its officers, directors employees, agents, representatives, affiliates and successors from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by GB, its officers, directors, employees, agents, representatives, affiliates and successors, as a result of any and all Claims resulting from or arising out of Client's (i) breach of the Proposal; and (ii) negligent acts, errors or omissions.

To the extent the Services include performance by GB of intrusive ground work, Client shall indemnify GB from and against any and all Claims, damages, losses and expenses (including reasonable legal expenses and attorneys' fees) resulting from or arising out of damages to subsurface or underground utilities or structures, including but not limited to, gas, telephone, electric, water or sewer utilities whose locations were not designated or identified to GB prior to performance of the Services.

In no event shall Client and GB and their respective officers, directors, employees, agents, representatives, affiliates and successors be liable to each other or to anyone claiming by, through or under the Parties, including the Parties' respective insurers, for any lost, delayed and/or diminished profits, revenues, or opportunities, or any other incidental, special, indirect, or consequential damages of any kind or nature whatsoever.

9. Limitation of liability

Under no circumstances will GB be liable to Client for any amount in excess of the total amount of fees paid by Client to GB for Services performed under this Agreement. Client agrees that any claim for damages filed against GB, by Client or by any contractor or subcontractor hired directly or indirectly by Client, will be filed solely against GB or its successors or assigns, and that no individual shall be held personally liable for damages, in whole or in part.

10. Dispute Resolution

If any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall occur, Client and GB shall endeavor to reach resolution through good faith direct discussions between representatives of the parties with authority to resolve the matter. If direct discussion does not result in resolution of the matter, the parties shall endeavor in good faith to resolve the matter via mediation. If the parties choose mediation either party may terminate the mediation at any time after the first session by written notice to the non-terminating party and mediator. The cost of the mediation shall be shared equally by the parties. The parties agree that the sole proper venue for the determination of any litigation arising under this Agreement shall be in a court of competent jurisdiction which is located in DuPage County, Illinois, and the parties hereby expressly declare that any other venue shall be improper and expressly waive any right to a determination of any such litigation in any other venue, except as allowed in the section entitled "Collection." Each party shall bear its own litigation costs and fees, including expert and attorneys' fees.

11. Contractual Limitations Period

Any claims of Client, whether based upon contract, tort, breach of warranty, or otherwise, shall be deemed waived unless written notice of such claim is received in writing by GB within one (1) year after Client knew or reasonably should have known of its existence.

12. Use of Reports/No Third-Party Reliance

All drafts, reports, forms, statements, certifications, opinions, advice and other documents generated in performance of the Services ("**Documents**") remain the sole property of GB until Client has made full payment therefore to GB. Any documents provided by GB to Client as part of the Services provided herein are provided for the sole and exclusive use of the Client for specific application to the matter for which the Services are provided. Client shall not permit any third-party use of the above-referenced Documents without the express, written authorization of GB.

13. Disclosure

Client shall provide all studies, reports, data and other information in its control which may be relevant to performance of the Services. GB shall be entitled to use and rely upon all such information. Client accepts sole responsibility for errors in Services resulting from inaccurate or incomplete information supplied to GB.

14. Confidentiality

In connection with this Agreement, the parties acknowledge that it may be necessary for each of them to provide to the other information that is confidential to the disclosing party (“**Confidential Information**”). As used herein the term “Confidential Information” shall mean all business, technical or scientific data and information, in any form, not previously known to or generated by the receiving party that is of a confidential or competitively-sensitive nature, or information that is marked “Confidential” by the disclosing party. Without limitation, and by way of example only, Confidential Information shall include software, systems, processes, designs, plans, engineering files, price information, business plans, business methods, financial data, and any other competitively-sensitive information or data belonging to the disclosing party. Each party shall secure and maintain the Confidential Information of the other party in strictest confidence and shall not disclose or make available to others the Confidential Information of the other party without the express written consent, in advance, of that party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party’s lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party; or (e) is disclosed by operation of law. This provision shall not be interpreted in any way to restrict a party from complying with a legally enforceable order to provide such information or data, provided that notice of such obligation is promptly given, in advance, to the other party. Client agrees that GB may use and publish Client’s name and a general description of services rendered under the Agreement for purposes of describing GB’s experience and qualifications to others.

#### 15. Delays

If GB’s Services are interrupted by circumstances beyond GB’s control, Client shall compensate GB for the labor, equipment, and other costs GB incurs in order to maintain continuity of GB’s project team for Client’s benefit during the interruption. Alternatively, and at Client’s option, Client shall compensate GB for the various costs GB incurs for demobilization and subsequent remobilization.

Except for the foregoing provision, neither party shall hold the other responsible for damages or performance delays caused by circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government. Should such circumstances transpire, Client and GB shall exert a best effort to overcome the resulting difficulties and resume performance of the Services as soon as reasonably possible.

#### 16. Termination

Either party may terminate this Agreement for convenience without penalty, by providing thirty (30) days prior written notice to the other party; *provided, however*, Client shall be responsible for paying all accrued and outstanding fees and expenses through the last day of GB’s services, including all costs reasonably arising from termination and post-termination activities including, but not limited to, demobilization, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables (collectively, “**Termination Costs**”). Additionally, either Party may terminate this Agreement for cause if the other Party breaches any material representation, warranty or obligation contained in this Agreement, and such other Party fails to remedy such breach within thirty (30) days from the date it receives written notice of the breach from the non-breaching Party. Provided GB has not materially breached the Agreement, Client shall, within thirty (30) days from receipt of GB’s termination invoice, pay GB’s outstanding fees and expenses, including all Termination Costs.



17. Notice

All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, email, certified mail or courier to the designated address of the respective party.

18. Survival

All provisions of this Agreement allocating responsibility or liability between Client and GB shall survive the completion of Services described herein and termination of this Agreement.

19. Governing Law

Unless otherwise provided, the substantive law of Illinois will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or other claims related to this Agreement.

20. Entire Agreement

This Agreement shall serve as a continuing service agreement which shall apply to all services and work rendered to Client that fall within the general scope of Services described herein. This Agreement and all exhibits, appendices, and attachments, as well as all terms and conditions incorporated by reference, constitute the entire Agreement between Client and GB, by which all prior understandings and negotiations are superseded and replaced. This Agreement and all exhibits, appendices, and attachments may be amended, supplemented, modified or canceled only by a duly executed written instrument. Terms and conditions, on the Client's internet site or included with a Purchase Order or other such document issued by Client, shall be null and void and of no legal effect on GB unless agreed upon in writing by both Parties.

**Gallagher Bassett Services, Inc.**

**Village of Willowbrook**

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

Its: Executive Vice President  
\_\_\_\_\_

Date: 2/24/23  
\_\_\_\_\_

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

Its: \_\_\_\_\_

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



## SUBMISSION INFORMATION

Village of Willowbrook  
835 Midway Dr  
Willowbrook, IL 60527

INVITATION: #012  
BID OPENING DATE: February 8, 2023  
TIME: 11:00 A.M. Local Time  
LOCATION: Village Hall

COPIES: One (1) original, one (1) copy, and one (1) electronic (USB or compact disc)

## REQUEST FOR PROPOSAL INFORMATION

Company Name: Gallagher Bassett Services, Inc.  
Address: 2850 Golf Road  
City, State, Zip Code: Rolling Meadows, IL 60008

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: \_\_\_\_\_ % \_\_\_\_\_ DAYS

Gallagher Bassett's payment policy is 30 Days Net.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items below (Exhibit A), subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this proposal document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: Gallagher Bassett Services, Inc.

Typed/Printed Name: Michael Eble Date: February 3, 2023

Title: Senior Loss Control Consultant, Account Coordinator Telephone Number: 630-285-4404

E-mail: Michael\_Eble@gbtpa.com Fax Number: \_\_\_\_\_



## Safety Program Services

*Prepared for:*

The Village of Willowbrook, IL

February 3, 2023



Michael F. Eble, ARM, CIC  
Senior Loss Control Consultant/Account Coordinator  
Gallagher Bassett Services, Inc.  
2850 Golf Road, Rolling Meadows, IL 60008  
Michael\_Eble@gbtpa.com  
[www.gbriskcontrol.com](http://www.gbriskcontrol.com)

## EXECUTIVE SUMMARY

Gallagher Bassett is pleased to provide the Village of Willowbrook, IL (Municipality) with the following proposal for loss control service. For more than five decades, Gallagher Bassett's Risk Control Consulting Services Division (GB-RCCS) has helped organizations develop and maintain successful safety and risk control programs. We have assisted clients with safety and loss control programs designed for a variety of services. Our objective is to support the Municipality in pursuit of its organizational objectives.

The enclosed proposal will provide the Municipality with narrative on Gallagher Bassett's qualifications and experience, personnel, proposed services, pricing and references. Also included in this response are the Affidavit documents requested by the Municipality. Gallagher Bassett has reviewed the Special Terms and Conditions outlined in the request for proposal and will comply with the requirements as stated. Thank you for the opportunity to submit this proposal.

(Note: Gallagher Bassett has provided two hard copies of our bid response. Alex Arteaga, Assistant to the Village Administrator, waived the USB/CD version per correspondence on January 30, 2023. A copy of the written response is included in the Appendix section of this proposal.)

## GALLAGHER BASSETT QUALIFICATIONS AND MUNICIPAL EXPERIENCE

### Leading the Village of Willowbrook to Results

Gallagher Bassett has assisted municipal organizations and Public Works Departments throughout the United States with developing and maintaining successful safety and risk control programs. Our mission is to provide timely delivery of quality consulting services designed to: reduce your exposures to liability and loss, lessen the frequency and severity of your losses, maintain the health and safety of your personnel, and protect your assets and profitability.

Gallagher Bassett works with clients in partnership to accomplish this mission—listening to what they tell us about their organization and their unique needs, studying their business and exploring solutions to develop an action plan that addresses their needs. The result is a tailored program that aggressively manages workers' compensation and related loss costs, improves operational efficiencies, and most importantly allows the organization the opportunity to focus on their first priority—their business.

Gallagher Bassett's loss control programs are designed to initiate the positive change necessary to establishing an effective, long-term safety culture. Our pledge is to uphold the Village of Willowbrook's values for employee safety, operational efficiency and fiscal responsibility.

Utilizing the industry and technological experience of RCCS, the Municipality will gain a proven partner dedicated to taking a proactive approach to developing and maintaining an effective risk control program. A partnership with Gallagher Bassett can make a significant difference to the Municipality's bottom line by:

- Minimizing risks and exposures
- Increasing profitability and productivity
- Lowering insurance costs
- Providing a safer workplace
- Reducing operating costs
- Meeting regulatory compliance requirements
- Educating management, supervisors and employees

Gallagher Bassett (GB), a subsidiary of Arthur J. Gallagher & Co., began operating on November 11, 1962, through the efforts of Bob Gallagher, John Gallagher, and Sterling Bassett. What was little more than an idea over sixty years ago is now one of the largest United States-based risk management service companies with international capabilities.

In 1968, Gallagher Bassett began to provide professional loss control services through the Risk Control Consulting Services Division (RCCS). Today, Gallagher Bassett provides services for over 700 clients with approximately 2,700 client locations. Gallagher Bassett annually provides in excess of 80,000 hours of risk control services. The Risk Control Consulting Services Division is comprised of approximately 80 senior-level loss control professionals located at 61 U.S. based offices coast-to-coast.

### **Municipal Client Experience**

Gallagher Bassett currently devotes more than 7,500 service hours to municipal clients. Our municipal book of business includes providing service for cities and municipal insurance cooperatives, including:

- City of Milwaukee, Wisconsin Department of Public Works
- Prairie State Insurance Cooperative (PSIC) – 120 Members
- Municipal Insurance Cooperative Association (MICA) – 25 Members
- County Intergovernmental Risk Management Association (CIRMA) – 20 Members
- Illinois Municipal Insurance Cooperative (IMIC) – 15 Members

Service activities provided to these clients include:

- Comprehensive Risk Evaluation by Department:
  - Employee Loss History/Analysis
  - Safety Management Systems
  - Employee Safety Orientation
  - Employee Safety Training and Communications
  - Safety Inspections, Surveys and Work Task Observations
  - Accident/Incident Investigations Analysis and Follow-up
  - Safety Goals, Objectives and Accountabilities
- Deliverables:
  - Narrative Report
  - Program/Procedure Recommendations
  - Presentation to City/Municipal personnel
- Additional Risk Control Applications include:
  - Hazard Communication Chemical List
  - Confined Space Entry and CSE Permits
  - Emergency Preparedness
  - Hazard Communication
  - Personal Protective Equipment and Hazard Assessments
  - Policy and Procedure Manual Development
  - Recordkeeping
  - Training Records
- Training and Education

- Environmental Health and Safety Services:
  - Industrial Hygiene Services
  - Building Sciences
  - Design and Construction Services

## Service Examples

### Safety Culture

The establishment of risk mitigation activities and practices is a critical step to helping a municipality create a strong safety culture throughout all departments and operations. Gallagher Bassett has successfully helped clients establish similar “top-down” safety cultures. To illustrate this success, consider the following service example from the City of Grafton, Wisconsin.

Gallagher Bassett was brought in by the insurance broker to help establish a safety culture and documented processes to establish safety communication and accountability for safety and the cost of losses. We established a Village-wide Safety Committee and trained the committee members pertaining to roles and responsibilities and functions of the committee in the overall control of losses. We reviewed injury reports and held a supervisory roundtable discussion to identify barriers to effective accident investigations, and subsequently conducted Accident Investigation training for supervisors.

In the final phase of implementation, we conducted training for supervisors on their role in accident prevention and cost mitigation within the organization to establish a foundation for cost control practices going forward.

### Assessments and Employee Surveys

Gallagher Bassett also provided service to the City of Milwaukee, Wisconsin. The City initially requested service in Police, Fire and Public Works, but chose Public Works at their starting point with a focus on their top three Workers’ Compensation claim targets: Forestry, Streets, and Sanitation. Activities included:

- A review of all Department of Public Works safety programs and procedures, including an analysis of losses and compliance programs.
- A survey of key facilities, operations and selected work processes, including physical surveys as well as work task observations in target loss areas and operations.
- Interviews with selected supervisors and employees from key areas with primary exposures to loss.
- A profile of Department of Public Works employee safety attitudes and opinions based on findings from an Employee Safety Opinion Survey.

A service activity that really resonated with the City of Milwaukee was the Employee Safety Opinion Surveys. This activity provided the City with an opportunity for employee input and specific direction. Gallagher Bassett collected and analyzed this data and was able to provide an activity plan for risk mitigation.

### Additional Municipal Client Service Activities

- Helped an association of municipal clients reduce fleet accidents and claims by delivering *Driver Safety seminars*.
- Helped individual municipalities recognize safety hazards using *Walk-through and Hazard Surveys*.

- Assisted the Board Members of a County in the *development of Safety Action Plans*, by conducting a comprehensive Risk Control Needs Assessment of the operations.
- Assisted distribution centers and public works departments address and *reduce the frequency of back injuries* occurring among workers.
- Provided an *on-going Loss Summary Analysis* of workers' compensation claims to identify loss trends and plan targeted countermeasures.
- Conducted *training seminars* for operational personnel on Sexual Abuse, Hazard Awareness, Legal Liability, and many other risk control topics.
- Produced *quarterly newsletters* on risk control topics written especially for municipal exposures.

#### Client Feedback

"I would like to commend the work of one of your Senior Loss Control Consultants in servicing our account during her most recent visit. She provided an excellent program on back care and injury minimization to the City's Fire Services Division. Because of our scheduling and manpower limitations, she was required to repeat the program four times daily for three consecutive days to reach all of our firefighters. Meeting the above physical and mental demands of this sort of training schedule was surely above and beyond the call of duty, and I would like you to know how much this kind of commitment means to the City. With services of this caliber from your consultants, we can be assured of ongoing success for our overall program of risk management." –*Gallagher Bassett Municipal Client*

"Thanks to everyone on the Gallagher Bassett-RCCS team for their contributions to a great and effective partnership that has consistently helped reduce our exposures." –*Gallagher Bassett Municipal Client*

## **PERSONNEL AND REPORTING RELATIONSHIPS**

### **Resources for the Team Relationship**

Gallagher Bassett has a national footprint of experienced Loss Control and Associate Loss Control Consultants. Our servicing network includes approximately 80 field representatives from coast-to-coast working on a regional basis with clients to help them meet their risk management goals and objectives.

Gallagher Bassett's safety and risk control professionals, along with a network of preferred providers, individually average over fifteen years of experience. Staff members are knowledgeable in all facets of risk control, and have the practical experience and insight essential to creating manageable and responsive risk control programs. Gallagher Bassett's staff is comprised of highly educated senior risk control experts with professional industry designations (CSP, CIH, ARM).

Our consultants and associates are strategically located throughout the United States, with a high concentration in the Chicagoland area, enabling us to meet the needs of both single and multi-location clients. The high volume of staff located in the Chicagoland area are integral to continued service operations in the event of absence of assigned personnel.



Our consultants and associates strive to work hand-in-hand with clients developing, implementing and providing solutions that address their needs. Once programs are in place, follow-up analysis and support of the continuing activities of our clients is of paramount importance.

### **Service Team for the Village of Willowbrook and Reporting Relationships**

The loss control service provided to the Municipality will be coordinated by Michael Eble, ARM, CIC, Senior Loss Control Consultant/Account Coordinator. Associate Loss Control Consultant James (Jim) Sredzinski, ARM, will also be part of the service team. Both Mike and Jim have more than twenty years of individual experience working with municipal client operations, providing safety and loss control consulting activities that include onsite assessments, policy and procedure review and development, and training and education on a variety of topics relevant to municipal department operations.

#### Michael Eble, ARM, CIC, Senior Loss Control Consultant, Account Coordinator

Michael Eble will work with assigned Gallagher Bassett staff to ensure the provision of account activities for the Municipality. Michael will be the direct Gallagher Bassett contact to Village of Willowbrook management. Within Gallagher Bassett, Michael's reporting relationship is to Gary Smith, Vice President, Field Operations.

Michael has more than thirty-six years of experience in safety and loss control consulting and provides account coordination and safety loss control services to a variety of client industries. Michael's loss control expertise includes evaluation, design and implementation of safety programs, loss analyses, safety training seminars, hazard communication programs, and fire and fleet services.

#### James (Jim) Sredzinski, Associate Consultant, ARM

Jim will provide loss control service directly to the Municipality and will report activities to Michael Eble.

Jim has more than 24 years of experience in safety and loss control activities. The safety and loss control services provided by Jim include risk control consultation, site evaluations, worker perception interview, supervisor and employee training, and presentations on various risk control topics. Activities include:

- Recognition of exposures to loss and development of actions that will defeat or control the posed hazards.
- Establishment of risk management programs that are relevant and adaptable.
- Development of customized risk management training programs that are lively and engaging, emphasizing perception, comprehension and projection.
- Production of high quality safety and risk management manuals that are pertinent to the operation and are usable on a day-to-day basis.
- Assessments and audits of existing risk management programs.
- Analysis of past losses to target departments, types of loss, activities and causal agents in order to focus prevention tactics and strategy.
- Conducts OSHA and related regulatory compliance surveys.



Jim's experience working with municipal clients includes:

- Established the first-ever risk management program for a booming county of 410,000 residents and 1,800 employees.
- Administered a partially self-funded and partially commercially insured program for an agency providing low-income housing and services to 80,000 residents with 1,200 employees.
- Managed a primarily self-funded property and casualty program for a municipality serving 55,000 residents with 700 employees.

Specialized expertise includes:

- Workers' Compensation exposure surveys for insurance underwriters
- Specialized Training: Confined Space Entry
- Authorized to teach OSHA's General Industry and Construction 10/30-hour courses
- OSHA Competent Person: Trenching and Excavating, Fall Protection

The complete biographies of Gallagher Bassett's servicing personnel are included in the Appendix section of this proposal.

## **PROPOSED SERVICES—SPECIFICATIONS/SCOPE OF WORK**

Gallagher Bassett will conduct onsite safety trainings and audits as needed, including written safety program and review services relevant to the Department of Public Works (Department) and other staff as needed. Gallagher Bassett will provide ongoing education and training in compliance with State and Federal Regulations related to municipal operations. The main categories of service and proposed Gallagher Bassett service plans are as follows.

### **Option A: Training**

Gallagher Bassett offers a wide variety of specialized training programs for management, supervisors and employees. The training sessions offered by Gallagher Bassett can be customized to both hazard awareness and available in "train-the-trainer" format. Gallagher Bassett's training utilizes a variety of written and audiovisual training materials. Teaching methodologies encompass a combination of lecture, discussion, role-playing and hands-on activities. Demonstrations and hands-on practice exercises are especially beneficial for introducing related work practices and equipment. When a specific topic requires an area of expertise outside the loss control consultant's scope of expertise, Gallagher Bassett utilizes a bank of established associates and outside vendors to participate as supplemental resources for teaching and training.

The curriculum of Gallagher Bassett's training sessions is targeted toward the adult learner. Gallagher Bassett understands the importance of providing relevant program content and an appropriate environment for each participant to make the learning experience applicable to their daily job functions. Training is proactive and focuses on risk improvement and overall safety awareness.

Gallagher Bassett will work with the Municipality to identify the training session audience, coordinate special needs/information required for the session, and obtain relevant material for the training session's success. It is

standard policy of Gallagher Bassett to provide all training session participants with copies of handouts and resource materials relevant to the training session. Gallagher Bassett will also submit a copy of the training outline to the Municipality's central office(s) for further reference.

The anticipated result of the training sessions Gallagher Bassett provides is for personnel to become knowledgeable and self-sufficient in the process of controlling and avoiding losses, therefore reducing unnecessary injuries and additional costs.

Gallagher Bassett is available to train staff using available in-house Municipality-specific training materials. Gallagher Bassett will also work with the Municipality to customize training programs for individual Department needs.

Gallagher Bassett's training programs meet all of the applicable requirements of all federal, state and local regulations, including, but not limited to, OSHA, NFPA, and NEC.

Gallagher Bassett will provide courses onsite and in an informative format, that encourages employee participation and understanding of subject matter. A hands-on component to courses such as Confined Space and Lockout/Tagout will be included. Gallagher Bassett will work with the Department to customize needs.

In preparation for training, the Gallagher Bassett Loss Control Consultant will review the Village's policies related to each course and offer recommendations and or suggestions for revision to ensure that current standards and practices are applied and taught.

The Gallagher Bassett Loss Control Consultant will work with the Municipality to ensure that each parties' responsibilities are fulfilled related to the training session, including: course descriptions, handouts, attendance rosters, testing, certificates of completion, application of continuing education credits, scheduling, location, class size, length, topics, course length, testing, certificates of completion and the application of continuing education credits.

Gallagher Bassett is available to provide any of the following training topics as outlined in Appendix A, Standard Course Topics:

#### Public Works Course Topics

- Aerial/Scissor Lift
- Accident Prevention
- Back Safety
- Bloodborne Pathogens
- Chainsaw Safety
- Confined Space Entry
- Defensive Driving
- Electrical Safety
- Fall Protection
- Forklift Safety
- Heavy Equipment Safety
- Hand Tools
- Hazard Communication
- Hearing Conservation

- Heat Illness & Injury Prevention
- Ladder Safety
- Lockout/Tagout
- Machine Guarding
- Personal Protective Equipment
- Respiratory Protection
- Scaffolding
- Slips, Trips and Falls
- Trenching and Shoring
- Vehicle Lift/Overhead Crane
- Winter Safety
- Welding/Hot Work
- Work Zone Safety

#### General Staff Training

- Anti-discrimination
- Sexual Harassment
- CPR/AED

#### **Proposed Service Plan – Option A Training**

Gallagher Bassett proposes providing eight (8) days of service to provide training as directed by the Municipality. Each day of training will consist of between one (1) and four (4) topics.

#### **Option B: Written Safety and Health Program**

Gallagher Bassett will work with the Municipality to review and/or develop written safety and health programs relevant to their operations. Programs reviewed and/or developed will comply with federal and state agency standards, including trade association requirements recognized by the agencies.

Gallagher Bassett's safety program development and implementation services are designed to provide the Municipality with programs tailored specifically to their needs. Gallagher Bassett will comply with the Municipality's requirement to include the following components in existing/new written safety and health policy or goal statements: list of responsible persons, hazard identification, hazard controls and safe practices, emergency and accident response, employee training and communication and recordkeeping.

Gallagher Bassett's safety program development and implementation services are designed to provide the Municipality with programs tailored specifically to their needs. Upon analysis and evaluation of the existing safety program, specific recommendations are made to reduce or eliminate risk. Working closely with the Municipality, Gallagher Bassett can assist with writing safety policies/procedures and creating safety materials.

Gallagher Bassett's loss control consultants can also develop internal programs for hazard awareness, self-inspection and safety organizational analysis. Development of additional programs, such as safety incentives and chargeback systems, encourages employees to take ownership in the municipal-wide safety process.

### **Proposed Service Plan – Option B – Written Safety and Health Program**

Gallagher Bassett proposes providing one (1) day of service to provide the Municipality with a Written Safety and Health Program. A summary of the review will be outlined in a report to Municipality management. This will include a narrative discussion of existing programs/activities, problem areas, program recommendations, hazard recommendations, suggested Action Plan and selected support materials to assist the compliance effort. Report delivery will be within 30 days of completing the review.

### **Option C: Workplace Safety Audit**

Gallagher Bassett will provide facilities within the Municipality with an annual safety audit. The audit will consist of an informal assessment that includes a general walk-through inspection of designated facilities to identify deficiencies or hazards and proper personal protective equipment (PPE). Gallagher Bassett is also available to review OSHA 300/300A reports, accident investigations and any other documents to determine the types of injuries occurring within the Department. Upon completion of the review, Gallagher Bassett will submit a report of the audit and will include any relevant photos and recommendations.

Gallagher Bassett offers a number of analysis, inspection and evaluation services. These services are designed to identify and evaluate the impact of loss exposures and risks of individual departments or collectively for the entire Municipality. The analysis and evaluation process helps prioritize the areas that can most economically benefit from further loss control activities. Audits and surveys may also be used on an ongoing basis to monitor the effectiveness of loss control or safety programs currently in place. The types of analysis, inspection and evaluation services offered by Gallagher Bassett include the following:

- Safety Program Analysis
- Comprehensive Safety Evaluations
- Property Exposure Analysis
- Specialized Risk Analysis
- Human Factors Analysis
- Environmental Risk Assessment
- Loss Prevention Programs
- Safety Program Documentation
- Injury Prevention Programs

Gallagher Bassett will work with the Municipality to customize the workplace safety audit process to their specific needs.

### **Proposed Service Plan – Option C – Workplace Safety Audit**

Gallagher Bassett proposes providing one (1) day of service to provide the Municipality with a Workplace Safety Audit. A summary of the services will be outlined in a detailed report to Municipality management. This will include a narrative discussion of existing programs/activities, problem areas, program recommendations, hazard recommendations, suggested Action Plan and selected support materials to assist the compliance effort. Report delivery will be within 30 days of completing the audit.

## **PRICING**

Gallagher Bassett anticipates ten (10) days of Loss Control service to complete the activities requested by the Municipality. This will include the following allocations:

- Eight (8) days of service to provide onsite training as directed by the Municipality consisting of one (1) and four (4) topics per day.
- One (1) day of service to provide the Municipality with a Written Safety and Health Program.
- One (1) day of service to conduct an onsite Workplace Safety Audit and develop a detailed management report.

A "service day" is 8-hours of consultant time (including travel) devoted to client service activity. Service activity includes all preparation, travel, onsite, report writing, and presentation time.

Gallagher Bassett charges an hourly rate of \$140 for service. The fee to provide the Municipality with ten days of Loss Control service as proposed is \$11,200.00.

## **GALLAGHER BASSETT CONTACT INFORMATION**

The best safety management programs are proactive, flexible and able to respond quickly to the needs at hand. Gallagher Bassett provides a team of qualified, experienced safety professionals readily available to help the Village of Willowbrook meet its safety management goals and objectives. There may be other service needs or activities not listed here that Gallagher Bassett would be pleased to address with the Municipality. We look forward to discussing your service needs and options in detail. Thank you for considering our loss control capabilities.

For more information on the services available from Gallagher Bassett, please contact:

Michael F. Eble, ARM, CIC  
Senior Loss Control Consultant  
Gallagher Bassett Services, Inc.  
2850 Golf Road  
Rolling Meadows, IL 60008  
O: 630-285-4404  
M: 630-248-9035  
E: Michael\_Eble@gbtpa.com

## **BID PRICING TABLE & AFFADIVITS**

The following Bid Pricing Table and Affidavits are included with this proposal:

- Bid Pricing Table
- References
- Disqualification of Certain Contractors
- Anti-Collusion Affidavit and Certification
- Tax Compliance Affidavit
- Subcontractor Information (N/A)
- Conflict of Interest

**Bid Pricing Table**

**Village of Willowbrook – Safety Program Services**

We hereby agree to furnish to the Municipalities Safety Program Services in accordance with provisions, instructions, and specifications for the prices as follows:

**Option A: Training**

Item Description	Unit	Unit Price	Total
Training	Per Day* (8 days)	\$ 1,120.00	\$8,960.00

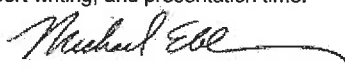
**Option B: Written Safety and Health Program**

Item Description	Unit	Unit Price	Total
Training	Per Day*(1 day)	\$ 1,120.00	\$1,120.00

**Option C: Workplace Safety Audit**

Item Description	Unit	Unit Price	Total
Training	Per Day*(1 day)	\$ 1,120.00	\$1,120.00

\*Note: A "service day" is 8-hours of consultant time (including travel) devoted to client service activity. Service activity includes all preparation, travel, onsite, report writing, and presentation time.

Signature: 

Title: Senior Loss Control Consultant, Account Coordinator

Date: February 3, 2023

## REFERENCES

List below other organizations (users of similar size and structure to the Village of Willowbrook preferred) for which these or other similar services have been provided since January 1, 2015.

Municipality/Agency: Municipality Agency of the Village of Northbrook

Address: 655 Huehl Road

City, State, Zip Code: Northbrook, IL 60062

Contact Person/Telephone Number: Joseph Rizzo, 847-664-4139

Dates of Service/Award Amount: April 2021, \$8,400

Municipality/Agency: The Southwest Louisiana Flood Protection Authority

Address: 6920 Franklin Avenue

City, State, Zip Code: New Orleans, LA 70122

Contact Person/Telephone Number: Rusty Kennedy, 504-521-9373

Dates of Service/Award Amount: February 2021 - Present, \$120,000

Municipality/Agency: Coles County, IL (CIRMA)

Address: 651 Jackson Ave.

City, State, Zip Code: Charleston, IL 61920

Contact Person/Telephone Number: Lisa McMichaels, 217-348-0595

Dates of Service/Award Amount: 2013-Present, Member of the Counties of IL Risk Management Agency Pool, (CIRMA), \$57,000

Municipality/Agency: Jefferson County, IL (CIRMA)

Address: 100 S 10th Street

City, State, Zip Code: Mt. Vernon, IL 62864

Contact Person/Telephone Number: Brandon Simmons, 618-244-8031

Dates of Service/Award Amount: 2015-Present, Member of the Counties of IL Risk Management Agency Pool, (CIRMA), \$57,000

Municipality/Agency: Monroe County, IL (CIRMA)

Address: 100 South Main Street

City, State, Zip Code: Waterloo, IL 62298

Contact Person/Telephone Number: Missy Whittington, 618-939-8681, ext. 216

Dates of Service/Award Amount: 2009-Present, Member of the Counties of IL Risk Management Agency Pool, (CIRMA), \$57,000



## DISQUALIFICATION OF CERTAIN CONTRACTORS

### PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or subagreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- A. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- B. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of proposal rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- C. Has been convicted of proposal rigging or attempting to rig proposals under the laws of the State of Illinois, or any state in the United States;
- D. Has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- E. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- F. Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- G. Has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- H. Has entered a plea of nolo contendere to charges of bribery, price fixing, proposal rigging, proposal rotating, or fraud; as set forth in subparagraphs (A) through (F) above

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Contractor if the Contractor is an Individual)

(Signature of Partner if the Contractor is a Partnership)

(Signature of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*



Subscribed and sworn to this 31st day of January, 2023<sup>3</sup>

Jessica Butler

Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION**

Scott R. Hudson, being first duly sworn, deposes and says that  
he is President and CEO Gallagher Bassett

(Partner, Officer, Owner, Etc.)

Of Gallagher Bassett Services, Inc.

(Contractor)

The party making the foregoing proposal or proposal, that such proposal is genuine and not collusive, or sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting proposal-rigging or proposal-rotating.

Scott R. Hudson Scott R. Hudson

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 31st day of January, 2023

Jessica Butler

Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

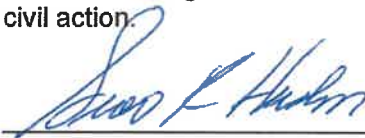


**TAX COMPLIANCE AFFIDAVIT**

Scott R. Hudson, being first duly sworn, deposes and says that  
he is President and CEO Gallagher Bassett  
(Partner, Officer, Owner, Etc.)

Of Gallagher Bassett Services, Inc.  
(Contractor)

The individual or entity making the foregoing proposal or proposal certifies that he is not barred from contracting with the Village because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village to recover all amounts paid to the individual or entity under the agreement in civil action.



Scott R. Hudson

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 31st day of January, 2022<sup>3</sup>  
Jessica Butler

Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*



<b>SUB-CONTRACTOR INFORMATION</b>
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(ATTACH ADDITIONAL PAGES AS NEEDED)

**Note: Gallagher Bassett will not subcontract work for the services outlined in this proposal.**

Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:


Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:


Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:


Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

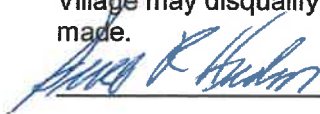
Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:


**CONFLICT OF INTEREST**

Gallagher Bassett Services, Inc., hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Contractor, its owners and employees and any official or employee of the Village as identified herein.

Contractor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Contractor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.



Scott R. Hudson, President and CEO Gallagher Bassett

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 31<sup>st</sup> day of January, 2023

Jessica Butler

Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*



## APPENDIX

- Gallagher Bassett Biography – Michael Eble, Senior Loss Control Consultant, Account Coordinator
- Gallagher Bassett Biography – James (Jim) Sredzinski, Associate Loss Control Consultant
- Written Addendum: From Alex Arteaga, Village of Willowbrook, Permissible to Submit Two Hard Copies of Bid Response, No USB/CD Version Needed

**Michael F. Eble, ARM, CIC**  
**Senior Coordinator/Loss Control Consultant**

**TECHNICAL  
EXPERIENCE:**

Thirty-six years of experience in Safety and Loss Control.

Provides account coordination and safety and loss control consulting services to captive membership clients. Account Coordination responsibilities include: primary loss control contact for clients; preparation and presentation of written and oral reports; development of loss-related goals and objectives; assistance with the identification of specific loss trends, high loss areas and target locations for focused loss control activity and control measures; establishment of systems to monitor the impact of implemented programs on claims frequency and severity; preparation of service instructions; and coordination of servicing consultants.

Loss control services include evaluation, design and implementation of safety programs, loss analyses, safety training seminars, hazard communication programs, and fire and fleet services.

Expertise includes safety, health and environmental management skills in the industries of manufacturing/industrial and construction. Has provided loss control services for many national, multi-location accounts. Works closely with Captives, Franchise Programs, Self-Insureds and Associations.

**EDUCATION:**

Bachelor of Science Degree in Industrial Technology with an emphasis on Occupational Safety;  
Illinois State University, Normal, IL

Completed a 3-day Ergonomics Course provided by Humantech in 1998.

Completed several insurance sales and negotiation classes including "The Wedge" (1997) and "Virtual Underwriting" (2001).

Completed the Rockford Machine Safeguarding course in 1989, 2001 and 2012.

Completed the National Safety Council's 3-day Defensive Driving Instructor Course in 1987 and again in 2003.

**CERTIFICATIONS &  
PROFESSIONAL  
AFFILIATIONS:**

Associate in Risk Management (ARM) designation, 1995  
CIC Designation, 1999  
Obtained Property/Casualty Producer's License in 1994

**SPECIALIZED  
EXPERTISE:**

Accident Prevention  
Machine Guarding  
Ergonomics  
Fire Protection

**LOCATION:**

Knoxville, TN



## **James Sredzinski, ARM**

### **Associate Loss Control Consultant**

#### **TECHNICAL EXPERIENCE:**

More than twenty-four years of experience in Safety and Loss Control.

Mr. Sredzinski's responsibilities include providing clients with risk control consultation, site evaluations, worker perception interviews, supervisor workshops, and seminars and presentations on various risk control topics.

- Recognizes exposures to loss and develops actions that will defeat or control the hazards posed.
- Establishes risk management programs that are relevant and adaptable.
- Develops customized risk management training programs that are lively and engaging emphasizing perception, comprehension and projection.
- Produces high quality safety and risk management manuals that are pertinent to the operation and are usable on a day-to-day basis.
- Assesses and audits existing risk management programs.
- Analyzes past losses to target departments, types of loss, activities and causal agents in order to focus prevention tactics and strategy.
- Conducts OSHA and other regulatory compliance surveys.

Extensive experience working with Municipal clients. Activities included:

- Established the first-ever risk management program for a booming county of 410,000 residents and 1,800 employees.
- Administered a partially self-funded and partially commercially insured program for an agency providing low income housing and services to 80,000 residents with 1,200 employees.
- Managed a primarily self-funded property and casualty program for a municipality serving 55,000 residents with 700 employees.

#### **SPECIALIZED EXPERTISE:**

- Workers' Compensation exposure surveys for insurance underwriters.
- Specialized Training: Confined Space Entry
- Authorized to teach OSHA's General Industry and Construction 10/30 hour courses
- OSHA Competent Person: Trenching and Excavating, Fall Protection



**EDUCATION:** Master's Degree in Public Health—Environmental Health and Safety  
University of Illinois

Bachelor of Arts Degree in Education  
Loyola University, Chicago

Completed four Chartered Property and Casualty Underwriter units.

**CERTIFICATIONS &  
PROFESSIONAL  
AFFILIATIONS:**

- Associate of Risk Management (ARM)
- Certified Playground Safety Inspector

**LOCATION:** Rolling Meadows, IL

**From:** [Alex Arteaga](#)  
**To:** [Michael Eble](#)  
**Cc:** [Lynn Tulke](#)  
**Subject:** RE: Village of Willowbrook: Safety Program Services RFP  
**Date:** Monday, January 30, 2023 11:09:15 AM

---

[EXTERNAL]

Good morning,

Your request is permissible, you can just submit two hard copies of your bid response, no need for a USB or CD version.

Thanks!

Alex Arteaga, M.P.A

**Assistant to the Village Administrator**

Village of Willowbrook

835 Midway Dr. | Willowbrook, IL 60527

(630) 920-2263 | [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us)

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**From:** Michael Eble <Michael\_Eble@gbtpa.com>  
**Sent:** Monday, January 30, 2023 4:47 AM  
**To:** Alex Arteaga <aarteaga@willowbrook.il.us>  
**Cc:** Michael Eble <Michael\_Eble@gbtpa.com>; Lynn Tulke <Lynn\_Tulke@gbtpa.com>  
**Subject:** RE: Village of Willowbrook: Safety Program Services RFP

Good morning Alex. I hope this email finds you doing well and off to a great start in 2023. I have included Ms. Lynn Tulke of Gallagher Bassett on this email as Lynn work closely on all RFP's and new business opportunities. As I travel extensively, I ask that you please use "reply all" on your reply so I can continue to keep Lynn in the flow of this process.

As today is the "last day to submit questions and request for clarification" (page 7 of the RFP), Gallagher Bassett has 1 question/request. On Page 4 of the RFP ("Submission Information"), you mention the need for copies to include "One (1) original, one (1) copy, and one (1) electronic (USB or compact disc)". Due to cyber security concerns over the years, Gallagher Bassett (and our parent corporation "Arthur J Gallagher") have stopped using USB's and/or compact discs as means of providing and/or accepting information and/or data to/from our Clients and/or prospective Clients. With that being said, could we ask for a variance on this? We look forward to your reply on this matter Alex.

Gallagher Bassett thanks you for the opportunity to provide The Village of Willowbrook with a Loss Control Service plan to work with your staff to provide them with world class safety instruction to minimize the chances of employee injuries and/or property damage. We have worked with many Illinois municipalities to provide them with the same services and we are quite confident we can do

the same for the Village of Willowbrook.

Take care and enjoy your day.

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**From:** Alex Arteaga <[aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us)>

**Sent:** Friday, January 13, 2023 5:32 PM

**Subject:** Village of Willowbrook: Safety Program Services RFP

[EXTERNAL]

Good afternoon,

My name is Alex Arteaga, I'm the Assistant to the Village Administrator for the Village of Willowbrook. Our Village issued the attached Safety Program Services RFP today, please contact me if you have any questions or necessary clarifications. The RFP can also be found at <https://www.willowbrookil.org/333/Requests-for-Proposals>.

Thanks,

Alex Arteaga, M.P.A

**Assistant to the Village Administrator**

Village of Willowbrook

835 Midway Dr. | Willowbrook, IL 60527

(630) 920-2263 | [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us)

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

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH PARVIN-CLAUSS SIGN COMPANY FOR THE FABRICATION AND INSTALLATION OF ONE (1) VILLAGE MONUMENT SIGN AND THREE (3) ALUMINUM POST AND PANEL SIGNS AT AN ESTIMATED TOTAL COST NOT TO EXCEED \$23,559.00

**AGENDA NO.** 7**AGENDA DATE:** 03/27/23**STAFF REVIEW:** Sean Halloran, Village Administrator.**SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Sean Halloran, Village Administrator**SIGNATURE:** **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

In June 2021, the Village released a Request for Proposals (RFP) for municipal gateway signage. This RFP included design, build, and installation services, requiring the awarded vendor to have experience with the Illinois Department of Transportation (IDOT). On June 28, 2021, the Village received one (1) proposal from Parvin Clauss Sign Company Inc.

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

At the February 14, 2022 Board of Trustees meeting, staff presented options for one Village Hall sign and sixteen (16) park signs. The initial estimate was projected to be \$160,000, which was based on 10 park signs. After a further examination of all park signs within the Village, the estimated amount has increased from \$160,000 to \$226,000 based on the six additional park signs throughout the Village. The increase is due to 3 park signs at Creekside Park, 2 signs at Prairie Trail Park, 2 signs at Ridgemoor Park, 2 signs at Tony & Florence Borse Memorial Community Park, and 2 signs at Willow Pond.

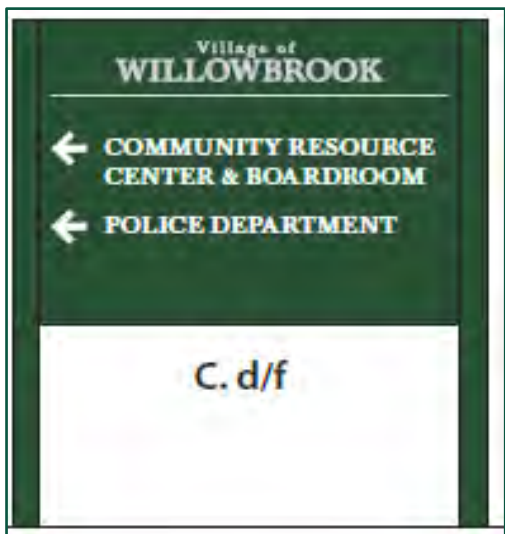
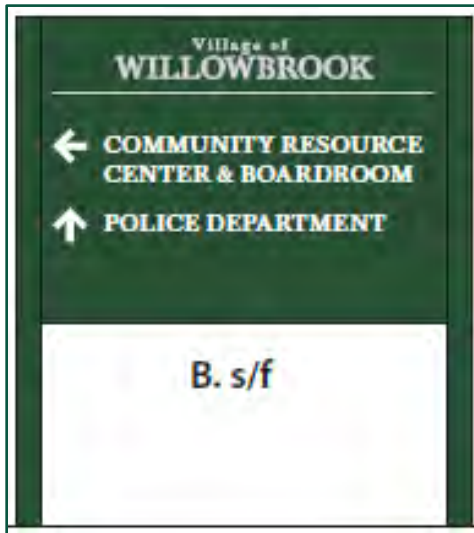
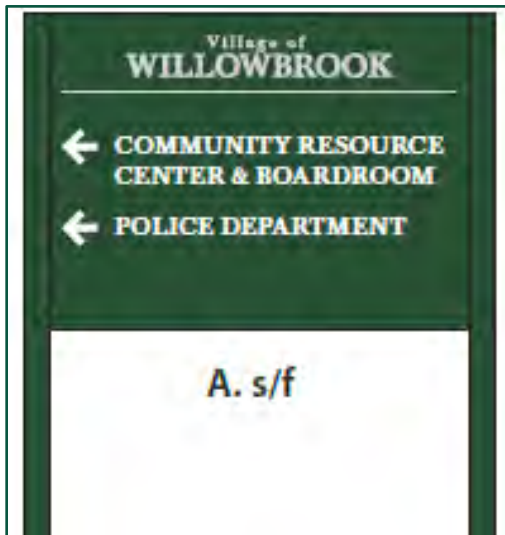
**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

After having a positive relationship with Parvin Clauss, staff has begun working with the contractor to build new signage within the Village. A key benefit of choosing Parvin Clauss to design these signs is experience and consistency with the gateway signs, Village Hall sign and all signage at the parks.

Moving forward, staff is seeking approval from the Board of Trustees to build and install three directional (3) signs on the municipal campus and one (1) additional park sign at Borse Park.

**ACTION PROPOSED:** Pass the Ordinance.

## ATTACHMENT 1 – DIRECTIONAL SIGNS





## ATTACHMENT 2 – PARK SIGN



**ORDINANCE NO. 23-O-\_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH PARVIN-CLAUSS SIGN COMPANY FOR THE FABRICATION AND INSTALLATION OF ONE (1) VILLAGE MONUMENT SIGN AND THREE (3) ALUMINUM POST AND PANEL SIGNS AT AN ESTIMATED TOTAL COST NOT TO EXCEED \$23,559.00**

---

**WHEREAS**, the Village of Willowbrook (the “Village”) solicited proposals from the Parvin-Clauss Sign Company for the fabrication and installation of one (1) monument sign and three (3) aluminum post and panel signs for the Village at an estimated total cost not to exceed Twenty-Three Thousand Five Hundred Fifty-Nine and 00/100 Dollars (\$23,559.00).

**WHEREAS**, the Village previously approved the design of the signs submitted by Parvin-Clauss Sign Company; and

**WHEREAS**, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that competitive bidding be waived for the fabrication and installation of one (1) monument sign for Borse Memorial Community Park and three (3) aluminum post and panel signs for the Village Community Resource Center (the “signs”).

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

**SECTION 1:** The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook as if fully recited herein.

**SECTION 2:** The competitive bidding process for the fabrication and installation of four (4) signs for the Village be and is hereby waived.

**SECTION 3:** The Village Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, two (2) proposals for the fabrication and installation of (1) monument sign for Borse Memorial Community Park and three (3) aluminum post and panel

sign for the Village Community Resource Center from Parvin-Clauss Sign Company at an estimated total cost not to exceed Twenty-Three Thousand Five Hundred Fifty-Nine and 00/100 Dollars (\$23,559.00). A copy of said proposals are attached hereto as Exhibit “A” and made a part hereof.

**SECTION 4:** The Village Mayor be and is hereby authorized and directed to execute, on behalf of the Village, that certain Contract for the fabrication and installation of the stated signs for Borse Memorial Community Park and the Village Community Resource Center, attached hereto as Exhibit “B” and made a part hereof, which Contract and Proposals are hereby approved. Said Proposals are further adopted and incorporated into the Contract for the fabrication and installation attached hereto as Exhibit “B”.

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

PASSED and APPROVED this 27<sup>th</sup> day of March, 2023 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

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



**EXHIBIT “A”**

**PARVIN-CLAUSS PROPOSALS**



**ISSUE PO TO**

Parvin-Clauss Sign Co.,Inc.  
165 Tubeway Drive  
Carol Stream, IL 60188  
630-510-2020  
36-3322946

**PROPOSAL**

ESTIMATE NUMBER: 10285 REVISION: C  
DATE: 2/22/2023  
Valid for 60 Days

**BILL TO**

Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527 US

**SHIP TO**

Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527 US

CUST. NO.	TERMS	SALESPERSON	FOB
002460	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

DESCRIPTION	QUANTITY QUOTED	UOM	UNIT PRICE	TOTAL PRICE
PPCABDFILLEXRROUT D/F Illuminated Cabinet  Furnish and install (1) 6'-0" OAH x 11'-4" wide x 2'-7 1/2" deep monument sign, including a 2'-5 1/2" x 11'-0" x 8 1/2" single face HDU panel with attached 1/2" thick painted FCO acrylic graphics reading "Tony & Florence Borse Memorial Community Park" , faux stone base and pier with faux limestone sills and cap, with (1) 17" diameter x 6mm ACM panel with applied digitally printed vinyl graphic, mounted on a steel supports set in an augered and poured concrete foundations.  Reference: Parvin-Clauss drawing WIL3749 pages 1 and 2, revision 3.11.22 -	1	EA	\$16,984.00	\$16,984.00
SUBTOTAL:				\$16,984.00
TOTAL ESTIMATED TAXES:				\$0.00
TOTAL FOR PROPOSAL:				\$16,984.00

**ISSUE PO TO**

Parvin-Clauss Sign Co.,Inc.  
165 Tubeway Drive  
Carol Stream, IL 60188  
630-510-2020  
36-3322946

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002460	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

Please review this proposal and any accompanying design sketches if for size dimensions, colors, copy and quality, and bring any required changes to our attention. Please note that significant changes may result in revision of quoted price and timeline. To proceed, please endorse below and return along with a signed copy of the design sketch (if applicable) to signify acceptance of this proposal and its related terms and conditions. Production will not be scheduled until both documents have been received and permits have been approved (if applicable), thus authorizing us to proceed with fabrication as described above.

**Pricing shown does not include:**

Any engineering required by the local municipality.

Any insurance required in addition to our standard insurance coverages. If additional insurance coverage is required, it will be added to the price of this quote plus 10%. This includes, but is not limited to requests for special endorsements, primary, non-contributory umbrella coverage, waivers of subrogation, performance and payment bonds.

Applicable sign permits. If permits are required by the municipality prior to installation, the charges for permits and procurement will be added to the final invoice as a separate cost.

Freight Charges are calculated FOB Carol Stream, IL.

This Agreement assumes that installation will involve normal access to the sign(s) location, good soil and wall conditions.

In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.

Parvin-Clauss Sign Co., Inc. is not responsible for damage to private utilities, including but not limited to: underground sprinkler systems, property lighting unless marked properly in advance by owner.

Customer shall bring electrical feed wires of suitable capacity and approved type to the location of Display prior to installation and shall pay for all electrical energy used by the display and be responsible for the supply thereof.

Should this order be canceled for any reason, buyer agrees to pay seller for any time and materials incurred to date including, but not limited to: design sketches, permit municipality fees and procurement, site surveys/checkouts, etc.

Thank you for the opportunity to present this quotation for your signage needs. Our services are customized to meet the goals, guidelines and deadlines of your sign project. At Parvin-Clauss Sign Company, your image is our priority, and commitment to quality is our promise. If you have any questions regarding this proposal, please do not hesitate to call or e-mail your sales contact(s).



**ISSUE PO TO**

Parvin-Clauss Sign Co.,Inc.  
165 Tubeway Drive  
Carol Stream, IL 60188  
630-510-2020  
36-3322946

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835 Midway Dr.  
Willowbrook, IL 60527 US

CUST. NO.	TERMS	SALESPERSON	FOB
002460	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

**TERMS AND CONDITIONS**

This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Seller shall not be responsible for errors in plans, designs, specifications, and drawings furnished by Buyer or for defects caused thereby.

**Warranty:** This agreement carries a 1 year warranty on parts and labor, except for standard manufactured lamps. The display is warranted to be free from functional defects in materials and workmanship at the time of original delivery. The foregoing warranties shall not apply if the equipment has been repaired, other than by Seller or a service facility designated by the Seller, or altered by anyone other than Seller, or if the equipment has been subject to abuse, misuse, negligence, accident, vandalism, acts of God or natural disasters beyond Seller's reasonable control. Seller shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there are any circumstances on which a claim might be based, Seller must be informed immediately or the provisions of this warranty may be voided.

**Title:** Title to all materials and property covered by this agreement shall remain in Seller and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. Seller is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, Seller may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used or intended for use in this construction of said equipment and any and all property called for in this contract without being deemed guilty of trespass.

**Damage:** Should any loss, damage or injury result to said display, from any cause whatsoever, while in possession of Buyer or his agents, such loss, damage or injury shall not relieve the Buyer from the obligation to pay for the same according to the terms of this agreement.

**Default:** Seller and Buyer mutually recognize that Display is not an article of general trade or utility but is designed and is to be constructed, installed and maintained at the request and for the special distinctive uses and purposes of Buyer, that Display is of no value to Seller except as so used, and that is a material consideration to Seller. If during the term of this agreement bankruptcy, reorganization or insolvency proceedings are commenced by or against Buyer, or if Buyer makes an assignment for the benefit of creditors, or if Buyer discontinues business in the premises where Display is located, Seller may at his option declare the entire unpaid balance immediately due and payable. In the event Seller may employ an attorney to recover Display or collect any sums due under this Agreement, Buyer agrees to pay in addition to all sums found due from Seller, a reasonable attorney's fee, and all costs of suit, collection costs and all other expenses incurred in enforcing this Agreement. All overdue payments under this Agreement which are in arrears more than ten days following due date under (b) herein, shall bear interest at the rate of 18% per annum accumulated monthly provided that such delinquent charges shall be at least \$1 per month.

**Authority of Agent:** It is understood and agreed that this agreement contains the entire contract between the parties and that no representative of Seller has authority to change or modify any terms or representations herein stated. This agreement shall not be considered as executed until signed by or on behalf of Buyer and approved by an executive officer of Seller.

**Delivery:** The construction and installation of the display shall be subject to delay by strikes, fires, unforeseen commercial delays or acts of God, or regulations or restrictions of the government or public authorities or other accidental forces, conditions or circumstances beyond control of Seller.

**Inspection:** Buyer shall inspect the display immediately upon installation, and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days after installation, the display shall be deemed in all respects approved and satisfactory to Buyer.

**Permits and Licenses:** Seller shall assist Buyer in obtaining all original permits and licenses from public authorities for the installation of the display. Buyer shall obtain the necessary permits from the owner of the premises and others, whose permission is required for the installation of the display and is responsible that such permission is not revoked. Revocation of any permit required for the installation and maintenance of display shall not relieve buyer from the payment of all sums due in accordance with the terms of this agreement. Buyer agrees to obtain all necessary permission for use of all registered trademarks or copyrights used on the display, and agrees to indemnify Seller against any claims in connection therewith.

**Service Wiring: Cost of Electricity: Reinforcement of Building:** Physical Conditions: Buyer shall bring feed wires of suitable capacity and approved



**ISSUE PO TO**

Parvin-Clauss Sign Co.,Inc.  
165 Tubeway Drive  
Carol Stream, IL 60188  
630-510-2020  
36-3322946

**PROPOSAL**

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DATE: 2/22/2023  
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Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527 US

**SHIP TO**

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CUST. NO.	TERMS	SALESPERSON	FOB
002460	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

type to the location of Display prior to installation and shall pay for all electrical energy used by the display and be responsible le for the supply thereof. Buyer shall provide for necessary reinforcements to the building on which Display is installed. Buyer shall pay for costs of relocating power lines, or other obstacles to comply with laws of Federal, State or Municipal Agencies. **This Agreement assumes that installation will involve normal access, soil, and wall conditions. In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.**

X \_\_\_\_\_



**ISSUE PO TO**

Parvin-Clauss Sign Co.,Inc.  
165 Tubeway Drive  
Carol Stream, IL 60188  
630-510-2020  
36-3322946

**PROPOSAL**

ESTIMATE NUMBER: 10355 REVISION: B  
DATE: 3/21/2023  
Valid for 60 Days

**BILL TO**

Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527 US

**SHIP TO**

Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527 US

CUST. NO.	TERMS	SALESPERSON	FOB
002460	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

DESCRIPTION	QUANTITY QUOTED	UOM	UNIT PRICE	TOTAL PRICE
PPALUMINPNPTUBE Aluminum Post & Panel  Furnish and install (3) 4'-0" x 3'-0" aluminum post and panel signs painted one color, with applied silver and white vinyls reading "Village of "Willowbrook", rule line, and copy reading:  A. Single Face sign - "Community Resource Center & Boardroom (left arrow)/Police Department (left arrow)"  B. Double face sign - "Community Resource Center & Boardroom (left arrow)/Police Department (up arrow)", "Community Resource Center & Boardroom (right arrow)/Police Department (turnaround arrow)"  C. Single face sign - "Community Resource Center & Boardroom (right & left arrows)/Police Department (right & left arrows)"  Reference: Parvin-Clauss Sign drawing 10355 with revisions	1	EA	\$6,575.00	\$6,575.00
SUBTOTAL:				\$6,575.00
TOTAL ESTIMATED TAXES:				\$0.00
TOTAL FOR PROPOSAL:				\$6,575.00

**ISSUE PO TO**

Parvin-Clauss Sign Co.,Inc.  
165 Tubeway Drive  
Carol Stream, IL 60188  
630-510-2020  
36-3322946

**PROPOSAL**

ESTIMATE NUMBER: 10355 REVISION: B  
DATE: 3/21/2023  
Valid for 60 Days

**BILL TO**

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835 Midway Dr.  
Willowbrook, IL 60527 US

**SHIP TO**

Village of Willowbrook  
835 Midway Dr.  
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CUST. NO.	TERMS	SALESPERSON	FOB
002460	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

Please review this proposal and any accompanying design sketches if for size dimensions, colors, copy and quality, and bring any required changes to our attention. Please note that significant changes may result in revision of quoted price and timeline. To proceed, please endorse below and return along with a signed copy of the design sketch (if applicable) to signify acceptance of this proposal and its related terms and conditions. Production will not be scheduled until both documents have been received and permits have been approved (if applicable), thus authorizing us to proceed with fabrication as described above.

**Pricing shown does not include:**

Any engineering required by the local municipality.

Any insurance required in addition to our standard insurance coverages. If additional insurance coverage is required, it will be added to the price of this quote plus 10%. This includes, but is not limited to requests for special endorsements, primary, non-contributory umbrella coverage, waivers of subrogation, performance and payment bonds.

Applicable sign permits. If permits are required by the municipality prior to installation, the charges for permits and procurement will be added to the final invoice as a separate cost.

Freight Charges are calculated FOB Carol Stream, IL.

This Agreement assumes that installation will involve normal access to the sign(s) location, good soil and wall conditions.

In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.

Parvin-Clauss Sign Co., Inc. is not responsible for damage to private utilities, including but not limited to: underground sprinkler systems, property lighting unless marked properly in advance by owner.

Customer shall bring electrical feed wires of suitable capacity and approved type to the location of Display prior to installation and shall pay for all electrical energy used by the display and be responsible for the supply thereof.

Should this order be canceled for any reason, buyer agrees to pay seller for any time and materials incurred to date including, but not limited to: design sketches, permit municipality fees and procurement, site surveys/checkouts, etc.

Thank you for the opportunity to present this quotation for your signage needs. Our services are customized to meet the goals, guidelines and deadlines of your sign project. At Parvin-Clauss Sign Company, your image is our priority, and commitment to quality is our promise. If you have any questions regarding this proposal, please do not hesitate to call or e-mail your sales contact(s).



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CUST. NO.	TERMS	SALESPERSON	FOB
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**TERMS AND CONDITIONS**

This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Seller shall not be responsible for errors in plans, designs, specifications, and drawings furnished by Buyer or for defects caused thereby.

**Warranty:** This agreement carries a 1 year warranty on parts and labor, except for standard manufactured lamps. The display is warranted to be free from functional defects in materials and workmanship at the time of original delivery. The foregoing warranties shall not apply if the equipment has been repaired, other than by Seller or a service facility designated by the Seller, or altered by anyone other than Seller, or if the equipment has been subject to abuse, misuse, negligence, accident, vandalism, acts of God or natural disasters beyond Seller's reasonable control. Seller shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there are any circumstances on which a claim might be based, Seller must be informed immediately or the provisions of this warranty may be voided.

**Title:** Title to all materials and property covered by this agreement shall remain in Seller and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. Seller is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, Seller may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used or intended for use in this construction of said equipment and any and all property called for in this contract without being deemed guilty of trespass.

**Damage:** Should any loss, damage or injury result to said display, from any cause whatsoever, while in possession of Buyer or his agents, such loss, damage or injury shall not relieve the Buyer from the obligation to pay for the same according to the terms of this agreement.

**Default:** Seller and Buyer mutually recognize that Display is not an article of general trade or utility but is designed and is to be constructed, installed and maintained at the request and for the special distinctive uses and purposes of Buyer, that Display is of no value to Seller except as so used, and that is a material consideration to Seller. If during the term of this agreement bankruptcy, reorganization or insolvency proceedings are commenced by or against Buyer, or if Buyer makes an assignment for the benefit of creditors, or if Buyer discontinues business in the premises where Display is located, Seller may at his option declare the entire unpaid balance immediately due and payable. In the event Seller may employ an attorney to recover Display or collect any sums due under this Agreement, Buyer agrees to pay in addition to all sums found due from Seller, a reasonable attorney's fee, and all costs of suit, collection costs and all other expenses incurred in enforcing this Agreement. All overdue payments under this Agreement which are in arrears more than ten days following due date under (b) herein, shall bear interest at the rate of 18% per annum accumulated monthly provided that such delinquent charges shall be at least \$1 per month.

**Authority of Agent:** It is understood and agreed that this agreement contains the entire contract between the parties and that no representative of Seller has authority to change or modify any terms or representations herein stated. This agreement shall not be considered as executed until signed by or on behalf of Buyer and approved by an executive officer of Seller.

**Delivery:** The construction and installation of the display shall be subject to delay by strikes, fires, unforeseen commercial delays or acts of God, or regulations or restrictions of the government or public authorities or other accidental forces, conditions or circumstances beyond control of Seller.

**Inspection:** Buyer shall inspect the display immediately upon installation, and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days after installation, the display shall be deemed in all respects approved and satisfactory to Buyer.

**Permits and Licenses:** Seller shall assist Buyer in obtaining all original permits and licenses from public authorities for the installation of the display. Buyer shall obtain the necessary permits from the owner of the premises and others, whose permission is required for the installation of the display and is responsible that such permission is not revoked. Revocation of any permit required for the installation and maintenance of display shall not relieve buyer from the payment of all sums due in accordance with the terms of this agreement. Buyer agrees to obtain all necessary permission for use of all registered trademarks or copyrights used on the display, and agrees to indemnify Seller against any claims in connection therewith.

**Service Wiring: Cost of Electricity: Reinforcement of Building:** Physical Conditions: Buyer shall bring feed wires of suitable capacity and approved





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165 Tubeway Drive  
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Buyer shall provide for necessary reinforcements to the building on which Display is installed. Buyer shall pay for costs of relocating power lines, or other  
obstacles to comply with laws of Federal, State or Municipal Agencies. **This Agreement assumes that installation will involve normal access,  
soil, and wall conditions. In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the  
extra installation costs based on Seller's additional cost.**

X \_\_\_\_\_

**EXHIBIT “B”**

**VILLAGE OF WILLOWBROOK/PARVIN-CLAUSS AGREEMENTS**

## C O N T R A C T

THIS CONTRACT ENTERED INTO THIS \_\_\_\_\_ day of March, 2023 between Parvin-Clauss Sign Company, Inc. (“Contractor”) and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to enter into an agreement with Contractor for the fabrication/construction and installation of four (4) signs, as detailed on the proposals attached hereto as Exhibit “A” and incorporated herein by reference.

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

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

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

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

on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner in an amount expected not to exceed Twenty-Three Thousand Five Hundred Fifty-Nine and 00/100<sup>ths</sup> Dollars (\$23,559.00). Payment shall be in accord with the provisions of the proposals.

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

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

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

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

Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

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

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

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Director of Labor of the State of Illinois 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 of Labor.

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

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

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

A. Publishing a statement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and

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

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

17. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are

not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as follows:

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

B. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- (3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

C. Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - (3) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.
- D. The policies are to contain, or be endorsed to contain the following provisions:
- (1) Commercial General Liability and Automobile Liability Coverages:
    - (a) The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
    - (b) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.
    - (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
    - (d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (2) Worker's Compensation and Employers' Liability Coverage:

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

(3) All Coverages:

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

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

20. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

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

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

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

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

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change

order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

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

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

25. Time is of the essence of this Contract.

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

Contractor:

PARVIN-CLAUSS SIGN COMPANY, INC.

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

ATTEST:

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

VILLAGE OF WILLOWBROOK

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

ATTEST:

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



**EXHIBIT “A”**  
**PARVIN-CLAUSS PROPOSALS**



**ISSUE PO TO**

Parvin-Clauss Sign Co.,Inc.  
165 Tubeway Drive  
Carol Stream, IL 60188  
630-510-2020  
36-3322946

**PROPOSAL**

ESTIMATE NUMBER: 10285 REVISION: C  
DATE: 2/22/2023  
Valid for 60 Days

**BILL TO**

Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527 US

**SHIP TO**

Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527 US

CUST. NO.	TERMS	SALESPERSON	FOB
002460	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

DESCRIPTION	QUANTITY QUOTED	UOM	UNIT PRICE	TOTAL PRICE
PPCABDFILLETRROUT D/F Illuminated Cabinet  Furnish and install (1) 6'-0" OAH x 11'-4" wide x 2'-7 1/2" deep monument sign, including a 2'-5 1/2" x 11'-0" x 8 1/2" single face HDU panel with attached 1/2" thick painted FCO acrylic graphics reading "Tony & Florence Borse Memorial Community Park" , faux stone base and pier with faux limestone sills and cap, with (1) 17" diameter x 6mm ACM panel with applied digitally printed vinyl graphic, mounted on a steel supports set in an augered and poured concrete foundations.  Reference: Parvin-Clauss drawing WIL3749 pages 1 and 2, revision 3.11.22 -	1	EA	\$16,984.00	\$16,984.00
SUBTOTAL:				\$16,984.00
TOTAL ESTIMATED TAXES:				\$0.00
TOTAL FOR PROPOSAL:				\$16,984.00

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Please review this proposal and any accompanying design sketches if for size dimensions, colors, copy and quality, and bring any required changes to our attention. Please note that significant changes may result in revision of quoted price and timeline. To proceed, please endorse below and return along with a signed copy of the design sketch (if applicable) to signify acceptance of this proposal and its related terms and conditions. Production will not be scheduled until both documents have been received and permits have been approved (if applicable), thus authorizing us to proceed with fabrication as described above.

**Pricing shown does not include:**

Any engineering required by the local municipality.

Any insurance required in addition to our standard insurance coverages. If additional insurance coverage is required, it will be added to the price of this quote plus 10%. This includes, but is not limited to requests for special endorsements, primary, non-contributory umbrella coverage, waivers of subrogation, performance and payment bonds.

Applicable sign permits. If permits are required by the municipality prior to installation, the charges for permits and procurement will be added to the final invoice as a separate cost.

Freight Charges are calculated FOB Carol Stream, IL.

This Agreement assumes that installation will involve normal access to the sign(s) location, good soil and wall conditions.

In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.

Parvin-Clauss Sign Co., Inc. is not responsible for damage to private utilities, including but not limited to: underground sprinkler systems, property lighting unless marked properly in advance by owner.

Customer shall bring electrical feed wires of suitable capacity and approved type to the location of Display prior to installation and shall pay for all electrical energy used by the display and be responsible for the supply thereof.

Should this order be canceled for any reason, buyer agrees to pay seller for any time and materials incurred to date including, but not limited to: design sketches, permit municipality fees and procurement, site surveys/checkouts, etc.

Thank you for the opportunity to present this quotation for your signage needs. Our services are customized to meet the goals, guidelines and deadlines of your sign project. At Parvin-Clauss Sign Company, your image is our priority, and commitment to quality is our promise. If you have any questions regarding this proposal, please do not hesitate to call or e-mail your sales contact(s).



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Carol Stream, IL 60188  
630-510-2020  
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CUST. NO.	TERMS	SALESPERSON	FOB
002460	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

**TERMS AND CONDITIONS**

This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Seller shall not be responsible for errors in plans, designs, specifications, and drawings furnished by Buyer or for defects caused thereby.

**Warranty:** This agreement carries a 1 year warranty on parts and labor, except for standard manufactured lamps. The display is warranted to be free from functional defects in materials and workmanship at the time of original delivery. The foregoing warranties shall not apply if the equipment has been repaired, other than by Seller or a service facility designated by the Seller, or altered by anyone other than Seller, or if the equipment has been subject to abuse, misuse, negligence, accident, vandalism, acts of God or natural disasters beyond Seller's reasonable control. Seller shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there are any circumstances on which a claim might be based, Seller must be informed immediately or the provisions of this warranty may be voided.

**Title:** Title to all materials and property covered by this agreement shall remain in Seller and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. Seller is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, Seller may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used or intended for use in this construction of said equipment and any and all property called for in this contract without being deemed guilty of trespass.

**Damage:** Should any loss, damage or injury result to said display, from any cause whatsoever, while in possession of Buyer or his agents, such loss, damage or injury shall not relieve the Buyer from the obligation to pay for the same according to the terms of this agreement.

**Default:** Seller and Buyer mutually recognize that Display is not an article of general trade or utility but is designed and is to be constructed, installed and maintained at the request and for the special distinctive uses and purposes of Buyer, that Display is of no value to Seller except as so used, and that is a material consideration to Seller. If during the term of this agreement bankruptcy, reorganization or insolvency proceedings are commenced by or against Buyer, or if Buyer makes an assignment for the benefit of creditors, or if Buyer discontinues business in the premises where Display is located, Seller may at his option declare the entire unpaid balance immediately due and payable. In the event Seller may employ an attorney to recover Display or collect any sums due under this Agreement, Buyer agrees to pay in addition to all sums found due from Seller, a reasonable attorney's fee, and all costs of suit, collection costs and all other expenses incurred in enforcing this Agreement. All overdue payments under this Agreement which are in arrears more than ten days following due date under (b) herein, shall bear interest at the rate of 18% per annum accumulated monthly provided that such delinquent charges shall be at least \$1 per month.

**Authority of Agent:** It is understood and agreed that this agreement contains the entire contract between the parties and that no representative of Seller has authority to change or modify any terms or representations herein stated. This agreement shall not be considered as executed until signed by or on behalf of Buyer and approved by an executive officer of Seller.

**Delivery:** The construction and installation of the display shall be subject to delay by strikes, fires, unforeseen commercial delays or acts of God, or regulations or restrictions of the government or public authorities or other accidental forces, conditions or circumstances beyond control of Seller.

**Inspection:** Buyer shall inspect the display immediately upon installation, and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days after installation, the display shall be deemed in all respects approved and satisfactory to Buyer.

**Permits and Licenses:** Seller shall assist Buyer in obtaining all original permits and licenses from public authorities for the installation of the display. Buyer shall obtain the necessary permits from the owner of the premises and others, whose permission is required for the installation of the display and is responsible that such permission is not revoked. Revocation of any permit required for the installation and maintenance of display shall not relieve buyer from the payment of all sums due in accordance with the terms of this agreement. Buyer agrees to obtain all necessary permission for use of all registered trademarks or copyrights used on the display, and agrees to indemnify Seller against any claims in connection therewith.

**Service Wiring: Cost of Electricity: Reinforcement of Building:** Physical Conditions: Buyer shall bring feed wires of suitable capacity and approved



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Willowbrook, IL 60527 US

**SHIP TO**

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835 Midway Dr.  
Willowbrook, IL 60527 US

CUST. NO.	TERMS	SALESPERSON	FOB
002460	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

type to the location of Display prior to installation and shall pay for all electrical energy used by the display and be responsible le for the supply thereof. Buyer shall provide for necessary reinforcements to the building on which Display is installed. Buyer shall pay for costs of relocating power lines, or other obstacles to comply with laws of Federal, State or Municipal Agencies. **This Agreement assumes that installation will involve normal access, soil, and wall conditions. In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.**

X \_\_\_\_\_



**ISSUE PO TO**

Parvin-Clauss Sign Co.,Inc.  
165 Tubeway Drive  
Carol Stream, IL 60188  
630-510-2020  
36-3322946

**PROPOSAL**

ESTIMATE NUMBER: 10355 REVISION: B  
DATE: 3/21/2023  
Valid for 60 Days

**BILL TO**

Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527 US

**SHIP TO**

Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527 US

CUST. NO.	TERMS	SALESPERSON	FOB
002460	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

DESCRIPTION	QUANTITY QUOTED	UOM	UNIT PRICE	TOTAL PRICE
PPALUMINPNPTUBE Aluminum Post & Panel  Furnish and install (3) 4'-0" x 3'-0" aluminum post and panel signs painted one color, with applied silver and white vinyls reading "Village of "Willowbrook", rule line, and copy reading:  A. Single Face sign - "Community Resource Center & Boardroom (left arrow)/Police Department (left arrow)"  B. Double face sign - "Community Resource Center & Boardroom (left arrow)/Police Department (up arrow)", "Community Resource Center & Boardroom (right arrow)/Police Department (turnaround arrow)"  C. Single face sign - "Community Resource Center & Boardroom (right & left arrows)/Police Department (right & left arrows)"  Reference: Parvin-Clauss Sign drawing 10355 with revisions	1	EA	\$6,575.00	\$6,575.00
SUBTOTAL:				\$6,575.00
TOTAL ESTIMATED TAXES:				\$0.00
TOTAL FOR PROPOSAL:				\$6,575.00

**ISSUE PO TO**

Parvin-Clauss Sign Co.,Inc.  
165 Tubeway Drive  
Carol Stream, IL 60188  
630-510-2020  
36-3322946

**PROPOSAL**

ESTIMATE NUMBER: 10355 REVISION: B  
DATE: 3/21/2023  
Valid for 60 Days

**BILL TO**

Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527 US

**SHIP TO**

Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527 US

CUST. NO.	TERMS	SALESPERSON	FOB
002460	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

Please review this proposal and any accompanying design sketches if for size dimensions, colors, copy and quality, and bring any required changes to our attention. Please note that significant changes may result in revision of quoted price and timeline. To proceed, please endorse below and return along with a signed copy of the design sketch (if applicable) to signify acceptance of this proposal and its related terms and conditions. Production will not be scheduled until both documents have been received and permits have been approved (if applicable), thus authorizing us to proceed with fabrication as described above.

**Pricing shown does not include:**

Any engineering required by the local municipality.

Any insurance required in addition to our standard insurance coverages. If additional insurance coverage is required, it will be added to the price of this quote plus 10%. This includes, but is not limited to requests for special endorsements, primary, non-contributory umbrella coverage, waivers of subrogation, performance and payment bonds.

Applicable sign permits. If permits are required by the municipality prior to installation, the charges for permits and procurement will be added to the final invoice as a separate cost.

Freight Charges are calculated FOB Carol Stream, IL.

This Agreement assumes that installation will involve normal access to the sign(s) location, good soil and wall conditions.

In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.

Parvin-Clauss Sign Co., Inc. is not responsible for damage to private utilities, including but not limited to: underground sprinkler systems, property lighting unless marked properly in advance by owner.

Customer shall bring electrical feed wires of suitable capacity and approved type to the location of Display prior to installation and shall pay for all electrical energy used by the display and be responsible for the supply thereof.

Should this order be canceled for any reason, buyer agrees to pay seller for any time and materials incurred to date including, but not limited to: design sketches, permit municipality fees and procurement, site surveys/checkouts, etc.

Thank you for the opportunity to present this quotation for your signage needs. Our services are customized to meet the goals, guidelines and deadlines of your sign project. At Parvin-Clauss Sign Company, your image is our priority, and commitment to quality is our promise. If you have any questions regarding this proposal, please do not hesitate to call or e-mail your sales contact(s).



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**TERMS AND CONDITIONS**

This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Seller shall not be responsible for errors in plans, designs, specifications, and drawings furnished by Buyer or for defects caused thereby.

**Warranty:** This agreement carries a 1 year warranty on parts and labor, except for standard manufactured lamps. The display is warranted to be free from functional defects in materials and workmanship at the time of original delivery. The foregoing warranties shall not apply if the equipment has been repaired, other than by Seller or a service facility designated by the Seller, or altered by anyone other than Seller, or if the equipment has been subject to abuse, misuse, negligence, accident, vandalism, acts of God or natural disasters beyond Seller's reasonable control. Seller shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there are any circumstances on which a claim might be based, Seller must be informed immediately or the provisions of this warranty may be voided.

**Title:** Title to all materials and property covered by this agreement shall remain in Seller and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. Seller is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, Seller may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used or intended for use in this construction of said equipment and any and all property called for in this contract without being deemed guilty of trespass.

**Damage:** Should any loss, damage or injury result to said display, from any cause whatsoever, while in possession of Buyer or his agents, such loss, damage or injury shall not relieve the Buyer from the obligation to pay for the same according to the terms of this agreement.

**Default:** Seller and Buyer mutually recognize that Display is not an article of general trade or utility but is designed and is to be constructed, installed and maintained at the request and for the special distinctive uses and purposes of Buyer, that Display is of no value to Seller except as so used, and that is a material consideration to Seller. If during the term of this agreement bankruptcy, reorganization or insolvency proceedings are commenced by or against Buyer, or if Buyer makes an assignment for the benefit of creditors, or if Buyer discontinues business in the premises where Display is located, Seller may at his option declare the entire unpaid balance immediately due and payable. In the event Seller may employ an attorney to recover Display or collect any sums due under this Agreement, Buyer agrees to pay in addition to all sums found due from Seller, a reasonable attorney's fee, and all costs of suit, collection costs and all other expenses incurred in enforcing this Agreement. All overdue payments under this Agreement which are in arrears more than ten days following due date under (b) herein, shall bear interest at the rate of 18% per annum accumulated monthly provided that such delinquent charges shall be at least \$1 per month.

**Authority of Agent:** It is understood and agreed that this agreement contains the entire contract between the parties and that no representative of Seller has authority to change or modify any terms or representations herein stated. This agreement shall not be considered as executed until signed by or on behalf of Buyer and approved by an executive officer of Seller.

**Delivery:** The construction and installation of the display shall be subject to delay by strikes, fires, unforeseen commercial delays or acts of God, or regulations or restrictions of the government or public authorities or other accidental forces, conditions or circumstances beyond control of Seller.

**Inspection:** Buyer shall inspect the display immediately upon installation, and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days after installation, the display shall be deemed in all respects approved and satisfactory to Buyer.

**Permits and Licenses:** Seller shall assist Buyer in obtaining all original permits and licenses from public authorities for the installation of the display. Buyer shall obtain the necessary permits from the owner of the premises and others, whose permission is required for the installation of the display and is responsible that such permission is not revoked. Revocation of any permit required for the installation and maintenance of display shall not relieve buyer from the payment of all sums due in accordance with the terms of this agreement. Buyer agrees to obtain all necessary permission for use of all registered trademarks or copyrights used on the display, and agrees to indemnify Seller against any claims in connection therewith.

**Service Wiring: Cost of Electricity: Reinforcement of Building:** Physical Conditions: Buyer shall bring feed wires of suitable capacity and approved





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type to the location of Display prior to installation and shall pay for all electrical energy used by the display and be responsible le for the supply thereof. Buyer shall provide for necessary reinforcements to the building on which Display is installed. Buyer shall pay for costs of relocating power lines, or other obstacles to comply with laws of Federal, State or Municipal Agencies. **This Agreement assumes that installation will involve normal access, soil, and wall conditions. In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.**

X \_\_\_\_\_