

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, APRIL 24, 2023 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR 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: 850 9815 1049

Written Public Comments Can Be Submitted By 6:15 P.M. on April 24, 2023, to aarteaga@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. [Minutes - Board of Trustees Regular Meeting April 10, 2023 \(APPROVE\)](#)
 - c. [Warrants \\$206,867.07](#)
 - d. [ORDINANCE NO. _____ - AN ORDINANCE BEING THE ANNUAL APPROPRIATION ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE PURPOSES FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024. \(PASS\)](#)
 - e. [RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH LAUREN KASPAR FOR THE EMPLOYMENT POSITION OF CHIEF OF POLICE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS \(ADOPT\)](#)

NEW BUSINESS

6. MOTION – BOARD ADVICE AND CONSENT TO MAYOR’S APPOINTMENTS TO FILL VACANCIES IN THE PLAN COMMISSION, BOARD OF POLICE COMMISSIONERS, AND POLICE PENSION FUND BOARD (PASS)
7. RESOLUTION NO. _____ – A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AMENDING THE 2023 CALENDAR YEAR SCHEDULE OF REGULAR MEETINGS OF THE BOARD OF POLICE COMMISSIONERS OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS(ADOPT)
8. RESOLUTION NO. _____ – A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE, ILLINOIS FOR THE BORSE MEMORIAL COMMUNITY PARK PARKING LOT IMPROVEMENTS (ADOPT)
9. RESOLUTION NO. _____ – A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDDING A CONTRACT TO KRAMER TREE SPECIALISTS, INC. FOR SPRING AND FALL 2023 BRUSH COLLECTION SERVICES (ADOPT)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, APRIL 10, 2023, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, 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.

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, 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 Clerk Christine Mardegan and Public Works Foreman AJ Passero.

Present via zoom: Trustee Gregory Ruffolo and Deputy Chief Lauren Kaspar

ABSENT: Chief Financial Officer Lora Flori, and Deputy Chief Benjamin Kadolph.

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

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

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

MOTION DECLARED CARRIED

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS

Mr. Arteaga indicated that no comments had been received and there were no members of the public online for comment.

Present at the meeting, resident Larry Conklin, rose to speak. He thanked Administrator Halloran for getting back to him. In reviewing the budget [FY 23/24], he wondered if the Village was getting the best prices for electricity, gas, workman's comp and medical. If so, can a better price be had after the budget passes.

Mr. Conklin also expressed some additional ideas in regard to the proposed pickleball court for Midway Park. He proposed the following optional locations: 50 W. 75th, between the softball field and the businesses, or partner with Burr Ridge, or put it on the location of the old Shell station [75th & Route 83]. His last comment was asking if the Village was receiving the highest possible interest rates on the surplus funds.

Mayor Trilla thanked the speaker and indicated that his questions would be answered in writing by the Village.

A resident of Midway Drive, who did not wish to be identified, spoke next. His question was on the item for the Borse Park Improvement project in the budget, a line item of \$1.8 million as a capital improvement project. With the removal of the pickleball court as an item in the improvement plan, how is this being accounted for in the budget.

Mayor Trilla thanked the speaker and indicated that his question would be answered in writing.

The next speaker, Mike, a resident of Virginia Court, had questions on the Bentley Woods building project at 61st Street and Bentley Avenue. He wondered when it was to be voted on and whether the Board had reviewed the plans. He feels that seven (7) houses fronting 61st Street seem a bit congested. He also questioned the retention pond that was proposed, and what the actual volume would be and what the equivalent would be in inches of rainfall. He also asked about the wetland overflow area north toward 59th Street. He requested that the Village inspect the retention pond area at least twice a year to ensure that the area was still functioning as designed and had not been tampered with. He wanted to know if there would be any additional public comment meetings regarding the Bentley Woods project. Regarding the addition of 9-10 additional residents, he asked whether the school district had been notified.

Mayor Trilla thanked the speaker and indicated that his question would be answered in writing.

Mayor Trilla introduced Mr. Dan Lynch from Christopher B. Burke Engineering, one of the top water engineering persons in DuPage County and Northern Illinois, to respond to some of the technical questions raised regarding the Bentley Woods project. Mr. Lynch noted that he is not aware of the number of gallons held by the retention pond as that is not generally a figure used by the engineers in their calculations. The pond is sized for 1.9-acre feet, an acre foot being 1-acre of land, 1-foot deep. The designed size covers 1.43 acres of land. The speaker again asked if someone could calculate the cubic area and the number of gallons it would hold as this figure would have more meaning to a local resident. Mr. Lynch added that, for the rainfall volume, the pond is designed to meet the DuPage County requirement to size the detention

area for a hundred-year storm, the equivalent of 8½ inches of rainfall in a 24-hour period. He also noted that it is not a lined basin. The release of water from the basin is based on the Village code, more restrictive than the County code, and will flow out a ± 2" pipe directed to the wetland areas north of the site at 61st and 59th Streets.

5. PUBLIC HEARINGS:

a. Budget Fiscal Year 2023/2024

Mayor Trilla opened the public hearing and called for a 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, and Gayle Neal,

Present via zoom: Trustee Gregory Ruffolo.

ABSENT: None.

Mayor Trilla asked for public comment on the Fiscal Year 2023/2024 Budget.

A resident of Midway Drive, who preferred not to be named, had a question regarding the \$1.8 million budget item for Midway Park improvements. He noted that a previous decision had removed the pickleball court improvement and, although he did not know what portion of the budget covered that item, his concern was that the equivalent dollar amount had not been removed from the budget.

Resident Larry Conklin asked if that individual item [the pickleball court] could be removed from the budget.

The Mayor noted that the monies were not generally removed from the budget as often times a new item is added in the place of removed features.

Clerk Hahn closed the public hearing on the 2023/2026 Annual Budget.

6. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting March 27, 2023 (APPROVE)
- c. Minutes - Board of Trustees Special Meeting - Budget Workshop #3 - March 16, 2023 (APPROVE)
- d. Warrants \$344,751.18
- e. RESOLUTIONS - SEASPAR

- i. RESOLUTION NO. 15 - 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") (ADOPT)
- ii. RESOLUTION NO. 16 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING PARTIAL REIMBURSEMENT FOR NON-RESIDENT GATEWAY RECREATION PROGRAM FEES (ADOPT)
- f. PROCLAMATION - ARBOR DAY 2023
- g. ORDINANCE NO. 09- AN ORDINANCE RESERVING AND AUTHORIZING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES AND RELATED MATTERS (PASS)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 7. ORDINANCE NO. 10 - SUPPLEMENTAL APPROPRIATION ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023 (PASS)

Administrator Halloran indicated that this ordinance is to adjust the fiscal year 2022/2023 budget. Due to the timing of the issuance of bonds with the adoption of Ordinance number 22-O-17, the Village did not include the related bond revenues and expenses in that 2022/2023 budget.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Ordinance 23-O-10 as presented.

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

MOTION DECLARED CARRIED

- 8. MOTION - MOTION TO APPROVE THE 2023-2024 BUDGET (PASS)

Administrator Halloran noted that after three workshops with the Board, the 2023/2024 is presented for passage. He noted that for the fiscal year 2022/2023 coming to a close, a surplus of just over \$1 million is expected. He remarked that all of the revenue funds appear to be heading in the right direction [increasing].

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to pass the motion to approve the 2023/2024 Annual Budget as presented.

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

MOTION DECLARED CARRIED

9. ORDINANCE NO. 11 - AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE AND GRANTING APPROVAL OF A PRELIMINARY PLAT OF SUBDIVISION - 6031-6037 BENTLEY AVENUE - BENTLEY WOODS SUBDIVISION(PASS)

Director Krol led the presentation on the Bentley Woods Subdivision, indicating that the Board packet includes the preliminary plat of subdivision and requested zoning variations.

The property is located at 6031 and 6307 Bentley Avenue at the northeast corner of 61st Street and Bentley Avenue. The two properties combined comprise 4.3 acres. The proposed subdivision is to divide the two existing lots into 11 parcels. Lots 1-9 will be vacant and buildable lots, lot 10 has an existing house, and lot 11 is a proposed stormwater easement and regulatory wetland area which cannot be built upon.

The subdivision request complies with the guidelines set forth in the Village's Comprehensive Plan and Village Unified Development Ordinance (UDO) regulations. The requested lot configurations should have no negative impacts on surrounding land uses. If approved, staff also recommends that the following condition be included:

1. The existing accessory structures located on 6031 Bentley Avenue property shall be relocated to Lot 10 or demolished prior to the recording of the plat. No principal or accessory structures shall be permitted on Lot 11.
2. The subdivider shall address all the preliminary plat of subdivision and wetland comments from the Christopher B. Burke Engineering letter dated February 20, 2023, revised February 24, 2023.
3. The subdivider shall provide a mylar of the Final Plat of Subdivision with all required signatures (other than those of the Village officials) within sixty (60) days of approval by the Village Board.

Should the Plan Commission wish to support this request, the following variation should be specifically included:

Section 9-11-11 "L" Definitions of the Village of Willowbrook Unified Development Ordinance (UDO) to allow a lot with no street frontage as Lot 11 is a proposed stormwater easement and wetland area.

As a reminder, this is a preliminary plat of subdivision. A final plat of subdivision will be presented to the Board once the plans have received a final review by Dan Lynch and Christopher Burke's office with their recommendations.

The subdivision and variation requests were discussed at the April 5, 2023 Plan Commission Public Hearing. The Plan Commission voted 6-0 in favor of the proposed petition, to forward a positive recommendation to the Village Board.

Director Krol turned the floor over to the applicant John Jurinek from New Horizons Builders and civil engineer, Scott Schreiner, president of DesignTek Engineering, to provide additional information on the proposed stormwater management and regulatory wetland area.

Mr. Schreiner covered additional requirements including local Village, County, and State restrictions on water management and wetland restrictions. He reviewed the existing topography and expected changes with the proposed solutions. He also reviewed the impact of the proposed subdivision on existing utilities.

The Mayor asked the Board if there were any additional questions. Trustee Davi wanted to know if the homes shown in the PowerPoint presentation were samples of New Horizons Builders Homes. Mr. Schreiner indicated they are.

Trustee Mistele wanted to know about the proposed landscaping plan for the detention pond. Although no plan had yet been drawn up, Mr. Schreiner indicated that a low maintenance, native prairie planting was anticipated. It generally takes 2-3 years of general maintenance to establish a prairie planting to ensure the health of the area and to prevent invasive species.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to adopt Ordinance 23-0-11 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella reported a comment by a resident thanking the Board for its work including local improvements and local events.

11. ATTORNEY'S REPORT

Attorney Durkin had no report.

12. CLERK'S REPORT

Clerk Hahn had no report but offered her congratulations to the re-elected trustees.

13. ADMINISTRATOR'S REPORT

Administrator Halloran advised the Board regarding the upcoming open house on May 25th covering the Executive Drive project.

14. MAYOR'S REPORT

Mayor Trilla thanked the Parks department and the staff who supported them for the successful Easter events over the past weekend. They were well attended and enjoyed by all. Well done!

15. EXECUTIVE SESSION

There was no need for an Executive Session this evening.

16. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adjourn the Regular Meeting at the hour of 7:15 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

April 24, 2023

GENERAL CORPORATE FUND	-----	\$	155,981.05
WATER FUND	-----	\$	39,866.30
CAPITAL PROJECT FUND	-----	\$	8,490.72
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	2,529.00
TOTAL WARRANTS	-----	\$	206,867.07

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
04/24/2023	APCH	100052#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	1,899.43
				INTERNET/WEBSITE HOSTING	460-225	10	121.80
				INTERNET/WEBSITE HOSTING	640-225	30	3,051.57
				INTERNET/WEBSITE HOSTING	715-225	35	122.11
				INTERNET/WEBSITE HOSTING	715-225	35	121.80
				INTERNET/WEBSITE HOSTING	715-225	35	121.80
				INTERNET/WEBSITE HOSTING	715-225	35	121.80
				CHECK APCHK 100052 TOTAL FOR FUND 01:			5,560.31
04/24/2023	APCH	100054	ADMINISTRATIVE CONSULTING SPECIA	CONTINGENCIES	490-799	10	2,083.33
04/24/2023	APCH	100055*#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	268.17
04/24/2023	APCH	100056	B & E AUTO REPAIR & TOWING	MAINTENANCE - VEHICLES	630-409	30	977.08
				MAINTENANCE - VEHICLES	630-409	30	1,083.89
				MAINTENANCE - VEHICLES	630-409	30	240.23
				MAINTENANCE - VEHICLES	630-409	30	416.52
				MAINTENANCE - VEHICLES	630-409	30	2,549.57
				CHECK APCHK 100056 TOTAL FOR FUND 01:			5,267.29
04/24/2023	APCH	100058	BS & A SOFTWARE	EDP PERSONNEL TRAINING	515-305	15	1,000.00
04/24/2023	APCH	100059	CASE LOTS, INC	BUILDING MAINTENANCE SUPPLIES	466-351	10	249.90
				BUILDING MAINTENANCE SUPPLIES	466-351	10	257.40
				BUILDING MAINTENANCE SUPPLIES	466-351	10	458.00
				CHECK APCHK 100059 TOTAL FOR FUND 01:			965.30
04/24/2023	APCH	100060	CODE ENFORCEMENT REPRESENTATIVES	CODE ENFORCE INSPECTION	830-119	40	825.75
04/24/2023	APCH	100061	COLLEGE OF DUPAGE	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	325.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	325.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	325.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	325.00
				CHECK APCHK 100061 TOTAL FOR FUND 01:			1,300.00
04/24/2023	APCH	100062#	COMED	RED LIGHT - COM ED	630-248	30	46.91
				RED LIGHT - COM ED	630-248	30	6.12
				RED LIGHT - COM ED	630-248	30	33.53
				RED LIGHT - COM ED	630-248	30	43.62
				ENERGY - STREET LIGHTS	745-207	35	494.14

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				ENERGY - STREET LIGHTS	745-207	35	14.93
				CHECK APCHK 100062 TOTAL FOR FUND 01:			639.25
04/24/2023	APCH	100063	COMPLIANCE POSTER COMPANY	OFFICE SUPPLIES	455-301	10	110.51
04/24/2023	APCH	100064#	CONNECTA SATELLITE SOLUTIONS LLC	PHONE - TELEPHONES	455-201	10	72.79
				PHONE - TELEPHONES	630-201	30	72.79
				CHECK APCHK 100064 TOTAL FOR FUND 01:			145.58
04/24/2023	APCH	100065	DMACT SERVICES, INC.	EXAMS - WRITTEN	440-542	07	2,500.00
04/24/2023	APCH	100066	DUMEG -DUPAGE ENFORCE METRO GRP	FEES/DUES/SUBSCRIPTIONS	630-307	30	14,040.00
04/24/2023	APCH	100067	ELEMENT CONSULTING NETWORK	CONTINGENCIES	490-799	10	1,000.00
04/24/2023	APCH	100070*#	FALCO'S LANDSCAPING INC	STREET IMPROVEMENTS	765-685	35	4,200.00
				STREET IMPROVEMENTS	765-685	35	3,400.00
				CHECK APCHK 100070 TOTAL FOR FUND 01:			7,600.00
04/24/2023	APCH	100071	FOX TOWN PLUMBING INC	MAINTENANCE - BUILDING	630-228	30	140.00
				MAINTENANCE - BUILDING	630-228	30	369.00
				CHECK APCHK 100071 TOTAL FOR FUND 01:			509.00
04/24/2023	APCH	100073*#	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE SUPPLIES	466-351	10	49.05
				BUILDING MAINTENANCE SUPPLIES	466-351	10	46.45
				BUILDING MAINTENANCE SUPPLIES	466-351	10	45.95
				BUILDING MAINTENANCE SUPPLIES	466-351	10	39.91
				BUILDING MAINTENANCE SUPPLIES	466-351	10	408.00
				MAINTENANCE	725-410	35	18.78
				MAINTENANCE	725-410	35	67.38
				CHECK APCHK 100073 TOTAL FOR FUND 01:			675.52
04/24/2023	APCH	100074	ILCMA	PERSONNEL RECRUITMENT	455-131	10	50.00
04/24/2023	APCH	100075	ILLINOIS NOTARY "DISCOUNT" BONDI	FEES/DUES/SUBSCRIPTIONS	630-307	30	488.00
04/24/2023	APCH	100076	ILLINOIS TOLLWAY	FEES/DUES/SUBSCRIPTIONS	710-307	35	108.55
04/24/2023	APCH	100077	IRMA	SELF INSURANCE - DEDUCTIBLE	480-273	10	852.81
04/24/2023	APCH	100078	JOAQUIN SILVA	UNIFORMS	630-345	30	900.00
04/24/2023	APCH	100079	JOHN M. CARPINO	EXAMS - WRITTEN	440-542	07	500.00
04/24/2023	APCH	100080	JULIE, INC.	J.U.L.I.E.	755-332	35	1,312.53

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
04/24/2023	APCH	100081	KIESLER'S POLICE SUPPLY INC	AMMUNITION	630-346	30	3,000.00
				AMMUNITION	630-346	30	3,620.00
				CHECK APCHK 100081 TOTAL FOR FUND 01:			6,620.00
04/24/2023	APCH	100082	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00
04/24/2023	APCH	100083	LAURIE SCHMITZ	UNIFORMS	630-345	30	229.38
04/24/2023	APCH	100084*#	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	5,000.00
				FINANCIAL SERVICES	620-252	25	12,060.00
				FINANCIAL SERVICES	620-252	25	12,060.00
				CHECK APCHK 100084 TOTAL FOR FUND 01:			29,120.00
04/24/2023	APCH	100085	METRO REPORTING SERVICE LTD.	FEES - COURT REPORTER	520-246	15	622.80
04/24/2023	APCH	100086	NJ RYAN TREE & LANDSCAPE LLC	SNOW REMOVAL CONTRACT	740-287	35	17,550.00
04/24/2023	APCH	100087	NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	250.00
04/24/2023	APCH	100088	NOVOTNY ENGINEERING	ENGINEERING SERVICES	820-262	40	187.50
04/24/2023	APCH	100089	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	25.00
				CONTINGENCIES	490-799	10	14,108.00
				CHECK APCHK 100089 TOTAL FOR FUND 01:			14,133.00
04/24/2023	APCH	100090	PANSINO ENTERPRISES, INC.	ACTIVE ADULT PROGRAM	590-517	20	250.00
04/24/2023	APCH	100091*#	RAGS ELECTRIC, INC	MAINTENANCE	725-410	35	792.31
04/24/2023	APCH	100092	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	164.00
				AMMUNITION	630-346	30	1,765.00
				CHECK APCHK 100092 TOTAL FOR FUND 01:			1,929.00
04/24/2023	APCH	100093	RIEKE OFFICE INTERIORS	FURNITURE & OFFICE EQUIPMENT	485-611	10	2,550.00
04/24/2023	APCH	100094	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	227.15
04/24/2023	APCH	100096	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	3,983.03
				BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	1,626.56
				CHECK APCHK 100096 TOTAL FOR FUND 01:			5,609.59
04/24/2023	APCH	100097	SECRETARY OF STATE	MAINTENANCE - VEHICLES	630-409	30	453.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
04/24/2023	APCH	100098	SEMMER LANDSCAPE	ROUTE 83 BEAUTIFICATION	755-281	35	19,522.75
04/24/2023	APCH	100099	SUBURBAN DOOR CHECK & LOCK SERVI	MAINTENANCE - BUILDING	466-228	10	1,319.00
04/24/2023	APCH	100100*#	TAMELING INDUSTRIES	MAINTENANCE - BUILDING	466-228	10	72.00
				STREET IMPROVEMENTS	765-685	35	36.00
				CHECK APCHK 100100 TOTAL FOR FUND 01:			108.00
04/24/2023	APCH	100101	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	209.91
				FEES/DUES/SUBSCRIPTIONS	630-307	30	1,368.00
				CHECK APCHK 100101 TOTAL FOR FUND 01:			1,577.91
04/24/2023	APCH	100102	TIMOTHY GRIFFIN	EXAMS - WRITTEN	440-542	07	500.00
04/24/2023	APCH	100103	TRAFFIC CONTROL & PROTECTIONS	ROAD SIGNS	755-333	35	619.50
04/24/2023	APCH	100104	TUSHAR NAIK	RED LIGHT FINES	310-503	00	100.00
04/24/2023	APCH	100105#	WAREHOUSE DIRECT	OFFICE SUPPLIES	455-301	10	146.58
				OFFICE SUPPLIES	810-301	40	168.42
				CHECK APCHK 100105 TOTAL FOR FUND 01:			315.00
04/24/2023	APCH	100107*#	WESTERN FIRST AID & SAFETY	MAINTENANCE - BUILDING	466-228	10	1,872.38
				BUILDING MAINTENANCE SUPPLIES	466-351	10	37.08
				BUILDING MAINTENANCE SUPPLIES	466-351	10	363.80
				CHECK APCHK 100107 TOTAL FOR FUND 01:			2,273.26
04/24/2023	APCH	100108	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
04/24/2023	APCH	100109	WLBK BURR RIDGE CHAMBER OF COM	FEES/DUES/SUBSCRIPTIONS	410-307	05	70.00
Total for fund 01 GENERAL FUND							155,981.05

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
04/24/2023	APCH	100053	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	75.69
04/24/2023	APCH	100055*#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	401-201	50	591.76
04/24/2023	APCH	100057	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	425.00
				WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	425.00
				CHECK APCHK 100057 TOTAL FOR FUND 02:			850.00
04/24/2023	APCH	100069	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	150.00
04/24/2023	APCH	100070*#	FALCO'S LANDSCAPING INC	STREET IMPROVEMENTS SERVICES	430-281	50	3,400.00
				STREET IMPROVEMENTS SERVICES	430-281	50	2,550.00
				CHECK APCHK 100070 TOTAL FOR FUND 02:			5,950.00
04/24/2023	APCH	100072	HBK WATER METER SERVICE	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	366.60
04/24/2023	APCH	100073*#	HOME DEPOT CREDIT SERVICES	VEHICLE MAINTENANCE	401-350	50	30.59
				MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	597.27
				CHECK APCHK 100073 TOTAL FOR FUND 02:			627.86
04/24/2023	APCH	100084*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	8,040.00
				FINANCIALS SERVICES	401-309	50	8,040.00
				CHECK APCHK 100084 TOTAL FOR FUND 02:			16,080.00
04/24/2023	APCH	100100*#	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	20.66
				MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	54.90
				CHECK APCHK 100100 TOTAL FOR FUND 02:			75.56
04/24/2023	APCH	100106	WEST SIDE TRACTOR SALES	VEHICLE MAINTENANCE	401-350	50	15,019.31
04/24/2023	APCH	100107*#	WESTERN FIRST AID & SAFETY	OFFICE SUPPLIES	401-301	50	79.52
				Total for fund 02 WATER FUND			39,866.30

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
04/24/2023	APCH	100091*#	RAGS ELECTRIC, INC	BORSE PARK LIGHTING PROJECT	600-327	55	8,490.72
				Total for fund 10 CAPITAL PROJECT FUND			8,490.72

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
04/24/2023	APCH	100068	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	1,677.00
				LEGAL FEES	401-242	15	335.00
				LEGAL FEES	401-242	15	67.00
				CHECK APCHK 100068 TOTAL FOR FUND 15:			2,079.00
04/24/2023	APCH	100095	RYAN, LLC	LEGAL FEES	401-242	15	450.00
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			2,529.00
				TOTAL - ALL FUNDS			206,867.07

'*'-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 BEING THE ANNUAL APPROPRIATION ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE PURPOSES FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024.

AGENDA NO. 5.d.**AGENDA DATE: 4/24/2023****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 ☒ Date NO ☐ N/A ☐**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

Submitted for your adoption is the Annual Appropriation Ordinance for the fiscal year commencing on May 1, 2023, and ending April 30, 2024, for the Village of Willowbrook, DuPage County, Illinois. In accordance with the Illinois Appropriation Act, the Village is required to adopt an appropriation ordinance each year within the first quarter of the fiscal year.

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

The ordinance presented for your approval provides expenditure/expense amounts by fund that the Village cannot exceed in the fiscal year 2023-24 (legal level of spending). The ordinance does not replace the previously adopted Administrative Budget that serves as the management tool to monitor expenditures/expenses against approved budgeted line items.

Also attached is the Certificate of Estimated Revenues.

ACTION PROPOSED:

Pass the ordinance.

ORDINANCE NO. 23-O-__

**AN ORDINANCE BEING THE ANNUAL APPROPRIATION ORDINANCE MAKING
APPROPRIATIONS FOR CORPORATE PURPOSES FOR THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS FOR THE
FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024**

WHEREAS, the corporate authorities of the Village of Willowbrook (the "Village"), DuPage County, Illinois caused to be prepared in tentative form the Appropriation Ordinance for the Fiscal Year Commencing May 1, 2023 and Ending April 30, 2024; and

WHEREAS, a tentative Appropriation Ordinance has been made available for public inspection for a period of not less than thirty (30) days prior to final action by the corporate authorities.

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

SECTION 1. That the following sums, or so much thereof as hereby may be authorized by law, be and the same are hereby appropriated to pay all necessary expenses and liabilities of the Village of Willowbrook, DuPage County, Illinois, for the fiscal year beginning May 1, 2023 and ending April 30, 2024, for a General Corporate Fund, a Water Fund, a Motor Fuel Tax Fund, a Special Service Area Bond and Interest Fund, a Police Pension Fund, a Water Capital Improvements Fund, a Capital Projects Fund, a Debt Service Fund, a Land Acquisition, Facility Expansion and Renovation Fund, and a Rt. 83/Plainfield Road Business District Tax Fund, and a Series 2022 Bond Fund, such appropriations are hereby made for the following objects and purposes:

VILLAGE OF WILLOWBROOK
APPROPRIATION
FY 2023/24

		2023-24	
GL NUMBER	DESCRIPTION	APPROVED BUDGET	APPROPRIATION
FUND 01 - GENERAL FUND			
Dept 05 - VILLAGE BOARD & CLERK			
01-05-400-147	MEDICARE	1,260	1,575
01-05-400-161	SOCIAL SECURITY	5,390	6,738
01-05-410-101	SALARY - MAYOR & VILLAGE BOARD	65,508	81,885
01-05-410-141	LIFE INSURANCE - ELECTED OFFICIALS	890	1,113
01-05-410-201	PHONE - TELEPHONES	500	625
01-05-410-301	OFFICE SUPPLIES	200	250
01-05-410-303	FUEL/MILEAGE/WASH	100	125
01-05-410-304	SCHOOLS/CONFERENCES/TRAVEL	2,000	2,500
01-05-410-307	FEES/DUES/SUBSCRIPTIONS	4,000	5,000
Totals for Dept 05 - VILLAGE BOARD & CLERK		79,848	99,810
Dept 07 - BOARD OF POLICE COMMISSIONERS			
01-07-400-147	MEDICARE	14	18
01-07-400-161	SOCIAL SECURITY	62	78
01-07-435-148	LIFE INSURANCE - COMMISSIONERS	228	285
01-07-435-239	FEES - BOPC ATTORNEY	5,000	6,250
01-07-435-301	OFFICE SUPPLIES	100	125
01-07-435-302	PRINTING & PUBLISHING	1,000	1,250
01-07-435-304	SCHOOLS/CONFERENCES/TRAVEL	500	625
01-07-435-307	FEES/DUES/SUBSCRIPTIONS	375	469
01-07-440-543	EXAMS - PHYSICAL	16,500	20,625
Totals for Dept 07 - BOARD OF POLICE COMMISSIONERS		23,779	29,724
Dept 10 - ADMINISTRATION			
01-10-400-147	MEDICARE	8,142	10,178
01-10-400-151	IMRF	104,052	130,065
01-10-400-161	SOCIAL SECURITY	34,814	43,518
01-10-455-101	SALARIES - MANAGEMENT STAFF	534,523	668,154
01-10-455-102	OVERTIME	2,500	3,125
01-10-455-131	PERSONNEL RECRUITMENT	1,500	1,875
01-10-455-141	HEALTH/DENTAL/LIFE INSURANCE	141,452	176,815
01-10-455-201	PHONE - TELEPHONES	17,500	21,875
01-10-455-266	CODIFY ORDINANCES	181,600	227,000
01-10-455-301	OFFICE SUPPLIES	5,500	6,875
01-10-455-302	PRINTING, PUBLISHING & TRANSCRIPTION	5,500	6,875
01-10-455-303	FUEL/MILEAGE/WASH	750	938
01-10-455-304	SCHOOLS/CONFERENCES/TRAVEL	7,500	9,375
01-10-455-306	CONSULTING	115,000	143,750
01-10-455-307	FEES/DUES/SUBSCRIPTIONS	10,000	12,500
01-10-455-311	POSTAGE & METER RENT	5,000	6,250
01-10-455-315	COPY SERVICE	3,600	4,500
01-10-455-355	COMMISSARY PROVISION	5,000	6,250
01-10-460-212	EDP EQUIPMENT/SOFTWARE	5,000	6,250
01-10-460-225	INTERNET/WEBSITE HOSTING	37,000	46,250
01-10-460-263	EDP LICENSES	16,500	20,625
01-10-460-267	DOCUMENT STORAGE/SCANNING	3,000	3,750
01-10-460-306	CONSULTING SERVICES - IT	85,200	106,500
01-10-466-228	MAINTENANCE - BUILDING	75,000	93,750
01-10-466-236	NICOR GAS (835 MIDWAY)	3,000	3,750
01-10-466-240	ENERGY/COMED (835 MIDWAY)	3,000	3,750
01-10-466-251	SANITARY (835 MIDWAY)	750	938
01-10-466-293	LANDSCAPE - VILLAGE HALL	1,500	1,875
01-10-466-351	BUILDING MAINTENANCE SUPPLIES	3,500	4,375
01-10-475-365	PUBLIC RELATIONS	2,500	3,125
01-10-480-273	SELF INSURANCE - DEDUCTIBLE	15,000	18,750
01-10-480-276	WELLNESS	5,000	6,250
01-10-485-602	BUILDING IMPROVEMENTS	5,000	6,250
01-10-490-799	CONTINGENCIES	75,000	93,750
01-10-630-305	TUITION REIMBURSEMENT	3,000	3,750
01-10-900-112	TRANSFER TO DEBT SERVICE - 2015	280,739	350,924
01-10-900-113	TRANSFER TO SERIES 2022 TAXABLE BOND	363,905	454,881
01-10-900-115	TRANSFER TO SERIES 2022 TAX-EXEMPT BOND	346,096	432,620
Totals for Dept 10 - ADMINISTRATION		2,513,623	3,142,029
Dept 20 - PARKS & RECREATION			
01-20-400-147	MEDICARE	3,368	4,210
01-20-400-151	IMRF	48,219	60,274
01-20-400-161	SOCIAL SECURITY	14,401	18,001
01-20-455-201	PHONE - TELEPHONES	1,500	1,875

VILLAGE OF WILLOWBROOK
APPROPRIATION
FY 2023/24

GL NUMBER	DESCRIPTION	2023-24	
		APPROVED BUDGET	APPROPRIATION
01-20-510-303	FUEL/MILEAGE/WASH	750	938
01-20-550-101	SALARIES - PERMANENT EMPLOYEES	232,271	290,339
01-20-550-102	OVERTIME	5,500	6,875
01-20-550-141	HEALTH/DENTAL/LIFE INSURANCE	13,320	16,650
01-20-550-148	LIFE INSURANCE - COMMISSIONERS	163	204
01-20-550-301	OFFICE/GENERAL PROGRAM SUPPLIES	1,500	1,875
01-20-550-302	PRINTING & PUBLISHING	18,000	22,500
01-20-550-311	POSTAGE AND METER RENT	300	375
01-20-555-212	EDP EQUIPMENT/SOFTWARE	5,200	6,500
01-20-555-263	EDP LICENSES	480	600
01-20-570-235	NICOR GAS (825 MIDWAY)	2,000	2,500
01-20-570-250	SANITARY (825 MIDWAY)	180	225
01-20-570-280	BALLFIELD MAINTENANCE	12,000	15,000
01-20-570-281	CONTRACTED MAINTENANCE & LANDSCAPING	80,000	100,000
01-20-570-411	MAINTENANCE - EQUIPMENT	12,000	15,000
01-20-585-522	COMMUNITY EVENTS	50,000	62,500
01-20-586-121	SPRING PROGRAM MATERIALS & SERVICES	6,500	8,125
01-20-590-517	ACTIVE ADULT PROGRAM	249,050	311,313
01-20-590-518	SPECIAL RECREATION ASSOC PROGRAM DUES	39,343	49,179
01-20-590-519	ADA PARK MAINTENANCE	3,000	3,750
Totals for Dept 20 - PARKS & RECREATION		799,045	998,806
Dept 25 - FINANCE DEPARTMENT			
01-25-610-307	FEES/DUES/SUBSCRIPTIONS	350	438
01-25-615-263	EDP LICENSES	12,780	15,975
01-25-615-267	DOCUMENT STORAGE/SCANNING	3,000	3,750
01-25-620-251	AUDIT SERVICES	31,200	39,000
01-25-620-252	FINANCIAL SERVICES	151,956	189,945
Totals for Dept 25 - FINANCE DEPARTMENT		199,286	249,108
Dept 30 - POLICE DEPARTMENT			
01-30-400-147	MEDICARE	8,096	10,120
01-30-400-151	IMRF	27,719	34,649
01-30-400-161	SOCIAL SECURITY	34,615	43,269
01-30-540-425	OTHER PROFESSIONAL SERVICES	42,000	52,500
01-30-630-101	SALARIES - PERMANENT EMPLOYEES	2,935,608	3,669,510
01-30-630-102	OVERTIME	285,000	356,250
01-30-630-131	PERSONNEL RECRUITMENT	1,000	1,250
01-30-630-141	HEALTH/DENTAL/LIFE INSURANCE	399,000	498,750
01-30-630-155	POLICE PENSION	1,386,048	1,732,560
01-30-630-201	PHONE - TELEPHONES	25,000	31,250
01-30-630-202	ACCREDITATION	4,500	5,625
01-30-630-228	MAINTENANCE - BUILDING	30,000	37,500
01-30-630-235	NICOR GAS (7760 QUINCY)	6,000	7,500
01-30-630-241	FEES - FIELD COURT ATTORNEY	25,000	31,250
01-30-630-245	FIRING RANGE	5,000	6,250
01-30-630-246	RED LIGHT - ADJUDICATOR	390,000	487,500
01-30-630-250	SANITARY (7760 QUINCY)	1,000	1,250
01-30-630-302	PRINTING & PUBLISHING	2,500	3,125
01-30-630-303	FUEL/MILEAGE/WASH	75,000	93,750
01-30-630-304	SCHOOLS/CONFERENCES/TRAVEL	30,000	37,500
01-30-630-305	TUITION REIMBURSEMENT	5,000	6,250
01-30-630-307	FEES/DUES/SUBSCRIPTIONS	42,100	52,625
01-30-630-309	EMPLOYEE RECOGNITION	5,000	6,250
01-30-630-311	POSTAGE & METER RENT	4,100	5,125
01-30-630-315	COPY SERVICE	3,600	4,500
01-30-630-345	UNIFORMS	36,000	45,000
01-30-630-346	AMMUNITION	20,000	25,000
01-30-630-351	BUILDING MAINTENANCE SUPPLIES	1,000	1,250
01-30-630-401	OPERATING EQUIPMENT	37,000	46,250
01-30-630-402	BODY CAMERAS	33,072	41,340
01-30-630-403	IN-CAR CAMERA	20,280	25,350
01-30-640-212	EDP EQUIPMENT/SOFTWARE	3,000	3,750
01-30-640-225	INTERNET/WEBSITE HOSTING	25,000	31,250
01-30-640-263	EDP LICENSES	37,000	46,250
01-30-650-268	ANIMAL CONTROL	4,000	5,000
01-30-650-343	JAIL SUPPLIES	2,000	2,500
01-30-655-339	CONFIDENTIAL FUNDS	1,000	1,250
01-30-655-210	AXON TASER	15,000	18,750
01-30-660-205	BIKE PROGRAM	1,500	1,875
01-30-670-331	COMMODITIES	7,000	8,750
01-30-675-235	RADIO DISPATCHING	340,773	425,966

VILLAGE OF WILLOWBROOK
APPROPRIATION
FY 2023/24

GL NUMBER	DESCRIPTION	2023-24	
		APPROVED BUDGET	APPROPRIATION
01-30-685-799	CONTINGENCIES	5,000	6,250
Totals for Dept 30 - POLICE DEPARTMENT		6,361,511	7,951,889
Dept 35 - PUBLIC WORKS DEPARTMENT			
01-35-400-147	MEDICARE	2,342	2,928
01-35-400-151	IMRF	35,241	44,051
01-35-400-161	SOCIAL SECURITY	10,014	12,518
01-35-710-101	SALARIES - PERMANENT EMPLOYEES	135,019	168,774
01-35-710-102	OVERTIME	25,000	31,250
01-35-710-103	PART TIME - LABOR	15,000	18,750
01-35-710-141	HEALTH/DENTAL/LIFE INSURANCE	41,103	51,379
01-35-710-201	TELEPHONES	2,500	3,125
01-35-710-301	OFFICE SUPPLIES	500	625
01-35-710-302	PRINTING & PUBLISHING	750	938
01-35-710-303	FUEL/MILEAGE/WASH	12,000	15,000
01-35-710-304	SCHOOLS/CONFERENCES/TRAVEL	5,500	6,875
01-35-710-307	FEES/DUES/SUBSCRIPTIONS	1,200	1,500
01-35-710-311	POSTAGE & METER RENT	2,000	2,500
01-35-710-345	UNIFORMS	2,500	3,125
01-35-710-401	OPERATING SUPPLIES & EQUIPMENT	15,000	18,750
01-35-710-405	FURNITURE & OFFICE EQUIPMENT	500	625
01-35-715-225	INTERNET/WEBSITE HOSTING	4,500	5,625
01-35-720-245	FEES - ENGINEERING	5,000	6,250
01-35-725-410	MAINTENANCE	86,000	107,500
01-35-725-415	NICOR GAS	3,200	4,000
01-35-725-417	SANITARY USER CHARGE	450	563
01-35-740-287	SNOW REMOVAL CONTRACT	120,000	150,000
01-35-740-290	STREET SWEEPING SERVICES	7,000	8,750
01-35-745-207	ENERGY - STREET LIGHTS	27,500	34,375
01-35-745-224	MAINTENANCE - TRAFFIC SIGNALS	7,200	9,000
01-35-750-286	JET CLEANING CULVERT	35,000	43,750
01-35-750-290	EQUIPMENT RENTAL	3,000	3,750
01-35-750-338	TREE MAINTENANCE	110,000	137,500
01-35-750-381	STORM WATER IMPROVEMENTS MAINTENANCE	90,000	112,500
01-35-755-281	ROUTE 83 BEAUTIFICATION	95,000	118,750
01-35-755-284	BRUSH PICKUP	37,400	46,750
01-35-755-300	EMERGENCY EQUIPMENT	1,500	1,875
01-35-755-332	J.U.L.I.E.	2,650	3,313
01-35-755-333	ROAD SIGNS	8,000	10,000
01-35-760-258	PEST CONTROL	1,000	1,250
01-35-760-259	MOSQUITO ABATEMENT	37,550	46,938
01-35-765-685	STREET IMPROVEMENTS	175,000	218,750
Totals for Dept 35 - PUBLIC WORKS DEPARTMENT		1,163,119	1,453,899
Dept 40 - COMMUNITY DEVELOPMENT DEPARTMENT			
01-40-400-147	MEDICARE	3,484	4,355
01-40-400-151	IMRF	49,875	62,344
01-40-400-161	SOCIAL SECURITY	14,895	18,619
01-40-810-101	SALARIES - PERMANENT EMPLOYEES	227,248	284,060
01-40-810-102	OVERTIME	1,540	1,925
01-40-810-141	HEALTH/DENTAL/LIFE INSURANCE	34,322	42,903
01-40-810-201	TELEPHONES	3,355	4,194
01-40-810-301	OFFICE SUPPLIES	1,500	1,875
01-40-810-302	PRINTING & PUBLISHING	3,300	4,125
01-40-810-303	FUEL/MILEAGE/WASH	225	281
01-40-810-304	SCHOOLS/CONFERENCES/TRAVEL	6,500	8,125
01-40-810-307	FEES/DUES/SUBSCRIPTIONS	2,000	2,500
01-40-810-315	COPY SERVICE	2,400	3,000
01-40-810-345	UNIFORMS	400	500
01-40-815-267	DOCUMENT STORAGE/SCANNING	10,000	12,500
01-15-520-246	FEES - COURT REPORTER	3,000	3,750
01-40-820-260	BUILDING, PLAN REVIEW & INSP. SERVICES	75,050	93,813
01-40-820-262	ENGINEERING SERVICES	44,750	55,938
01-40-820-263	TRAFFIC ENGINEERING SERVICES	7,500	9,375
01-40-830-117	ELEVATOR INSPECTION	5,000	6,250
01-40-830-119	CODE ENFORCE INSPECTION	15,000	18,750
Totals for Dept 40 - COMMUNITY DEVELOPMENT DEPARTMENT		511,344	639,180
TOTAL APPROPRIATIONS		11,651,555	14,564,444

Fund 02 - WATER FUND

VILLAGE OF WILLOWBROOK
APPROPRIATION
FY 2023/24

		2023-24	
GL NUMBER	DESCRIPTION	APPROVED	
		BUDGET	APPROPRIATION
Dept 50 - WATER DEPARTMENT			
02-50-400-147	MEDICARE	4,590	5,738
02-50-400-151	IMRF	52,715	65,894
02-50-400-161	SOCIAL SECURITY	19,626	24,533
02-50-401-101	SALARIES - PERMANENT EMPLOYEES	455,295	569,119
02-50-401-102	OVERTIME	30,000	37,500
02-50-401-103	PART TIME - LABOR	20,000	25,000
02-50-401-141	HEALTH/DENTAL/LIFE INSURANCE	75,349	94,186
02-50-401-201	PHONE - TELEPHONES	4,000	5,000
02-50-401-301	OFFICE SUPPLIES	200	250
02-50-401-303	FUEL/MILEAGE/WASH	5,000	6,250
02-50-401-304	SCHOOLS CONFERENCE TRAVEL	1,500	1,875
02-50-401-307	FEES DUES SUBSCRIPTIONS	14,150	17,688
02-50-401-309	FINANCIALS SERVICES	99,374	124,218
02-50-401-310	SPECIAL PROJECTS	18,400	23,000
02-50-401-315	UNIFORMS	2,500	3,125
02-50-401-350	VEHICLE MAINTENANCE	45,000	56,250
02-50-405-245	FEES - ENGINEERING	10,000	12,500
02-50-420-206	ENERGY - ELECTRIC PUMP	7,500	9,375
02-50-420-362	SAMPLING ANALYSIS	2,500	3,125
02-50-420-491	PUMP INSPECTION REPAIR MAINTAIN STA	1,000	1,250
02-50-420-575	PURCHASE OF WATER	1,561,067	1,951,334
02-50-425-474	WELLHOUSE REPAIRS & MAIN - WB EXEC PLAZA	7,000	8,750
02-50-425-475	MATERIALS & SUPPLIES- STANDPIPE/PUMPHOUS	5,500	6,875
02-50-430-276	LEAK SURVEYS	10,000	12,500
02-50-430-277	WATER DISTRIBUTION REPAIRS/MAINTENANCE	250,000	312,500
02-50-430-280	SPOILS HAULING SERVICES	150,000	187,500
02-50-430-281	STREET IMPROVEMENTS SERVICES	90,000	112,500
02-50-430-401	OPERATING EQUIPMENT	4,500	5,625
02-50-430-476	MATERIAL & SUPPLIES - DISTRIBUTION	60,000	75,000
02-50-435-461	NEW METERING EQUIPMENT	5,500	6,875
02-50-435-462	METER REPLACEMENT	15,000	18,750
02-50-440-694	DISTRIBUTION SYSTEM REPLACEMENT	55,000	68,750
02-50-449-102	INTEREST - BOND	8,964	11,205
02-50-449-104	PRINCIPAL - BOND	11,829	14,786
02-50-449-105	INTEREST - IEPA LOAN	13,393	16,741
02-50-449-106	PRINCIPAL - IEPA LOAN	41,055	51,319
02-50-630-155	POLICE PENSION	72,900	91,125
02-50-900-112	TRANSFER TO DEBT SERVICE - 2015	45,918	57,398
Totals for Dept 50 - WATER DEPARTMENT		3,276,325	4,095,406
TOTAL APPROPRIATIONS		3,276,325	4,095,406
Fund 04 - MOTOR FUEL TAX FUND			
Dept 56 - MOTOR FUEL TAX			
04-56-430-684	STREET MAINTENANCE CONTRACT	130,000	162,500
Totals for Dept 56 - MOTOR FUEL TAX		130,000	162,500
TOTAL APPROPRIATIONS		130,000	162,500
Fund 10 - CAPITAL PROJECT FUND			
Dept 55 - CAPITAL IMPROVEMENT PROGRAM			
10-55-600-300	DESIGN	50,000	62,500
10-55-600-301	ROAD AND SIDEWALK INFRASTRUCTURE	2,575,000	3,218,750
10-55-600-302	VILLAGE EQUIPMENT	551,300	689,125
10-55-600-303	VILLAGE FACILITIES	3,068,800	3,836,000
Totals for Dept 55 - CAPITAL IMPROVEMENT PROGRAM		6,245,100	7,806,375
TOTAL APPROPRIATIONS		6,245,100	7,806,375
Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRICT TAX			
Dept 15 - PLANNING & ECONOMIC DEVELOPMENT			
15-15-400-147	MEDICARE	1,129	1,411
15-15-400-151	IMRF	15,389	19,236

VILLAGE OF WILLOWBROOK
APPROPRIATION
FY 2023/24

GL NUMBER	DESCRIPTION	2023-24	
		APPROVED BUDGET	APPROPRIATION
15-15-400-161	SOCIAL SECURITY	4,830	6,038
15-15-401-242	LEGAL FEES	5,000	6,250
15-15-410-104	SALARIES - REGULAR	76,209	95,261
15-15-455-141	HEALTH/DENTAL/LIFE INSURANCE	11,295	14,119
15-15-455-513	SALES TAX REBATE- TOWN CENTER	64,698	80,873
15-15-455-514	SALES TAX REBATE - PFM	110,000	137,500
Totals for Dept 15 - PLANNING & ECONOMIC DEVELOPMENT		288,550	360,688
TOTAL APPROPRIATIONS		288,550	360,688
Fund 17 - SERIES 2022 BOND			
APPROPRIATIONS			
Function: Unclassified			
Dept 80 - SERIES 2022 TAXABLE			
17-80-540-426	DESIGN SERVICES	100,000	125,000
17-80-540-427	EXECUTIVE DRIVE PROJECT	2,500,000	3,125,000
Totals for Dept 80 - SERIES 2022 TAXABLE		2,600,000	3,250,000
Dept 85 - SERIES 2022 TAX-EXEMPT			
17-85-540-425	OTHER PROFESSIONAL SERVICE (WEDP)	330,000	412,500
Totals for Dept 85 - SERIES 2022 TAX-EXEMPT		330,000	412,500
TOTAL APPROPRIATIONS		2,930,000	3,662,500
APPROPRIATIONS - ALL FUNDS		24,521,530	30,651,913

SECTION 2. Any sums of money heretofore appropriated, and not heretofore expended, and now in the Village Treasury of the Village of Willowbrook, are hereby appropriated by this Ordinance.

SECTION 3. The appropriations herein for the payment of liabilities, contract liabilities, or unpaid bills, if any, shall not be construed as an approval of any such liabilities or unpaid bills, but shall be regarded only as an appropriation for the payment thereof, when and if said “liabilities”, “contract liabilities” or “unpaid bills” shall be found to be valid and legal obligations against the Village of Willowbrook, and are appropriated, vouchered and audited.

SECTION 4. The appropriations made herein for salaries and wages for positions shall be regarded as maximum appropriations as to the sums appropriated and for the length of time for which the incumbent of each position is to be employed. No employee shall have the right to demand continuous employment and compensation by reason of the appropriations, if it becomes necessary to discharge him or her due to unsatisfactory performance or on account of lack of work, or lack of funds. In case of any vacancy in any office or employment position herein appropriated for, the corporate authorities or the Village Administrator shall not be required to fill such office or employment position if, in its or her judgment and discretion, as the case may be, there is no necessity thereof.

SECTION 5. If any item, purpose, sentence or portion thereof of this Ordinance be for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance, and any ordinance or parts of any ordinance in conflict herewith are hereby repealed.

SECTION 6. A certified copy of this Ordinance shall be filed with the DuPage County Clerk within thirty (30) days of passage and approval by the Mayor and Board of Trustees of the Village of Willowbrook.

SECTION 7. All ordinances or resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION 8. This Ordinance shall be in full force and effect upon its passage, approval and publication or posting as provided by law.

PASSED and APPROVED this 24th day of April, 2023, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

I, Deborah A. Hahn, do hereby certify that I am the duly qualified and acting Clerk of the Village of Willowbrook in the county and state aforesaid, and as such Clerk I am the keeper of the records and files of the Village of Willowbrook.

I do further certify that the attached and foregoing is a true and complete copy of Ordinance No. 23-O- ____ being the ANNUAL APPROPRIATION ORDINANCE FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024, as adopted by the Mayor and Board of Trustees of the Village of Willowbrook, at its properly convened meeting held on the 24th day of April, 2023, as appears from the official records of said Village in my care and custody.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said Village of Willowbrook, DuPage County, Illinois, on this 24th day of April, 2023.

Deborah A. Hahn, Village Clerk

(SEAL)

CHIEF FISCAL OFFICER'S CERTIFICATE OF ESTIMATED REVENUES

For Village of Willowbrook, DuPage County, Illinois

I, Lora Flori, DO HEREBY CERTIFY THE FOLLOWING:

1. I am the Chief Fiscal Officer for the Village of Willowbrook, DuPage County, Illinois
2. I estimate the revenue, by source, of said Village of Willowbrook for the fiscal year beginning May 1, 2023 and ending April 30, 2024, to be as follows:

GENERAL CORPORATE FUND

Property Taxes	\$ 193,606
Sales Taxes	8,221,919
Other Taxes	3,900,199
Licenses	211,343
Permits	315,715
Fines	967,459
Charges & Fees	147,656
Park & Recreation	301,648
Interest Income	118,653
Miscellaneous	418,000
Total General Corporate Fund	\$ 14,796,198

WATER FUND

Taxes	\$ 3,566,638
Total Water Fund	\$ 3,566,638

MOTOR FUEL TAX FUND

Motor Fuel Taxes	\$ 334,229
Interest Income	250
Total Motor Fuel Tax Fund	\$ 334,479

CAPITAL PROJECTS FUND

Grants	\$ 1,086,000
Transfer From General Fund	2,609,100
General Obligation Bond	2,550,000
Total Capital Projects Fund	\$ 6,245,100

RT 83 / PLAINFIELD ROAD BUSINESS DISTRICT TAX FUND

Business District Sales Tax	\$ 625,471
Total Rt . 83 / Plainfield Road Business District Tax Fund	\$ 625,471

SERIES 2022 BOND

<u>Series 2022A Tax Exempt Bond</u>	
Transfer From General Fund	\$ 2,600,000
<u>Series 2022B Taxable Bond</u>	
Transfer From General Fund	330,000
Total Series 2022 Bond	\$ 2,930,000

TOTAL ALL FUNDS**\$ 28,497,886**

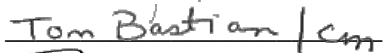
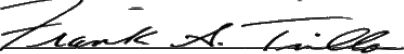
(1) The estimated revenues do not include Fiduciary Funds - Police Pension Trust Fund and SSA#1 Bond and Interest Fund.



Lora Flori
Chief Financial Officer
Village of Willowbrook

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

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH LAUREN KASPAR FOR THE EMPLOYMENT POSITION OF CHIEF OF POLICE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

AGENDA NO. 5.e**AGENDA DATE:** 04/24/2023**STAFF REVIEW:** Sean Halloran, Village Administrator**SIGNATURE:****LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Frank Trilla, Mayor**SIGNATURE:****REVIEWED & APPROVED COMMITTEE:** YES ☐ _ NO ☐ N/A ☒**ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)**

The consensus recommendation is to have the Village Board consider an employment agreement with Lauren Kaspar for the employment position of Chief of Police of the Village of Willowbrook, DuPage County, Illinois.

ACTION PROPOSED: Adopt the Resolution.

RESOLUTION NO. 23-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO
EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN
EMPLOYMENT AGREEMENT WITH LAUREN KASPAR FOR THE
EMPLOYMENT POSITION OF CHIEF OF POLICE OF THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the employment agreement by and between the Village of Willowbrook and Lauren Kaspar for the employment position of Chief of Police is hereby approved. A copy of said agreement is attached hereto as Exhibit “A” and made a part hereof.

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

PASSED and APPROVED this 24th day of April, 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”

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into effective as of the 20th day of May, 2023, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the “VILLAGE”) and LAUREN KASPAR a sworn member of the Willowbrook Police Department (sometimes hereinafter referred to as the “EMPLOYEE”):

WITNESSETH:

WHEREAS, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as the Chief of Police of the VILLAGE, as such position is provided for by the Village Code of Ordinances of the Village of Willowbrook; and,

WHEREAS, it is the desire of the VILLAGE to provide certain benefits, salary, establish certain conditions of employment, and to set working conditions of said EMPLOYEE as the Chief of Police; and,

WHEREAS, the purposes of the Agreement are:

1. To secure and retain the services of EMPLOYEE and to provide inducement for EMPLOYEE to remain in such employment;
2. To make possible full work productivity by assuring EMPLOYEE’S morale and peace of mind with respect to employment as Chief of Police;
3. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE;
4. To provide a just means of terminating EMPLOYEE’S services with or without cause as the Corporate Authorities of the VILLAGE may desire; and,

WHEREAS, EMPLOYEE desires to be employed as Chief of Police of the VILLAGE

and the VILLAGE desires to employ EMPLOYEE for the employment position of Chief of Police upon the terms and conditions hereinafter set forth.

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

SECTION ONE: EMPLOYMENT: Subject to the terms of the Agreement, the VILLAGE agrees to appoint the EMPLOYEE, a sworn member of the Willowbrook Police Department, to the office of Chief of Police of the VILLAGE to perform the functions and duties of said office in accordance with the provisions of the Illinois Municipal Code, Village Code of the Village of Willowbrook, and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of the Agreement, and as hereafter amended, adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Chief of Police and to perform such other legally permissible duties and functions as may, from time to time, be assigned by the Corporate Authorities of the VILLAGE. The EMPLOYEE shall periodically attend such meetings and make such written and oral reports and recommendations as the Mayor, Village Board or Village Administrator may require. The Chief of Police shall report to and follow such directions as the Mayor or Village Administrator may from time to time provide. The Chief of Police is expected to maintain regular office hours, which shall generally follow those hours when the Village Hall is open to the public. EMPLOYEE's hours may be subject to change based on operational needs. In addition, the Chief of Police shall be required to attend the regular and special meetings of the Village Board, with the exception of vacations or other unforeseen circumstances (*e.g.*, illness). It is recognized that the Chief of Police must devote time outside the normal office hours to the

business of the Village, and to that end, the Chief of Police shall be employed as a salaried, FLSA-exempt employee. The Chief of Police agrees to perform whatever duties are required to sufficiently carry out those duties outside the normal working hours. The Chief of Police shall maintain regular office hours as may from time to time be approved by the Mayor or Village Administrator.

SECTION TWO: INDEMNIFICATION: The Village through its insurance carrier, shall defend, save, hold harmless and indemnify the Chief of Police Chief against any professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Chief of Police's duties as Chief of Police, and shall continue beyond Employee's service to the Employer for any claim that arose during the Chief of Police's tenure, in accordance with and limited by applicable law. The Village may compromise and settle any such claim to suit and pay the amount of any settlement or judgment rendered thereon. The foregoing notwithstanding any such indemnity, hold harmless or defense of such claim or legal action shall not extend to intentional or willful and wanton actions by or on the part of the Chief of Police.

SECTION THREE: TERM, EXTENSION & REVERSION: The term of this Agreement shall commence effective as of May 20, 2023 and shall terminate on the last day of the term of the incumbent Village Mayor unless sooner terminated by operation of law or as otherwise provided for in the Agreement. Notwithstanding the conclusion of the said term of employment solely by reason of the expiration of the incumbent Village Mayor's full term of office, the parties hereby agree that the said term of employment hereunder may, by an executed, written Addendum to the Agreement, be extended for one additional period not to exceed sixty (60) calendar days to allow for their possible execution of a new Employment Agreement, during the time compensation

and benefits will remain in full effect. In the event that no such new Agreement is reached and entered into by the parties within said additional period, then the VILLAGE'S employment of the EMPLOYEE as its Chief of Police shall, without more, cease and terminate; *provided*, that should the EMPLOYEE hereafter voluntarily resign, be terminated by the VILLAGE *without cause*, or be otherwise terminated by the VILLAGE solely by reason of the expiration of the term of the Agreement prior to having obtained eligibility to retire on pension, she shall then, if she so desires, revert to, and be established in, the Sergeant rank and, thereafter, she shall be entitled to all the benefits and emoluments of such prior rank without regard to whether a vacancy then exists in such rank; and, *provided further*, that should the EMPLOYEE hereafter be terminated by the VILLAGE *with cause*, for the commission of such acts or omissions as would justify her termination as a sworn police officer under Illinois common law or statutory law, she shall then forfeit her position as Chief of Police, together with any rights or privileges attendant thereto, including the right to revert to the Sergeant rank.

SECTION FOUR: TERMINATION AND SEVERANCE PAY:

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

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

For the purposes of the subparagraph B, the following events shall be deemed to be a

termination of the services of the EMPLOYEE on the day of such occurrence:

1. Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from her position as Chief of Police without cause;

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

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

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

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

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

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

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

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

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

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

E. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE, by a majority vote of the corporate authorities of the VILLAGE, shall have the right to terminate the EMPLOYEE, should the EMPLOYEE be convicted of a misdemeanor related to or arising out of the course of employment with the VILLAGE, or convicted of a felony, whether or not such act(s) involving personal gain to herself

for otherwise, if, in the opinion of the Mayor and Board of Trustees, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination due to any felony conviction or a misdemeanor criminal act arising out of and/or in the course of the Chief of Police's employment with the VILLAGE, the VILLAGE shall not be obliged to pay the severance pay, nor to provide the severance benefits provided herein.

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

F. Notwithstanding any provision in the Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign, any time, from her employment with the VILLAGE. In the event EMPLOYEE voluntarily resigns from her employment with the VILLAGE, before the

expiration of the Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of her intent to resign. Further, and in the event of voluntary resignation, the EMPLOYEE shall not be entitled to severance pay or to severance benefits, as set forth in subparagraph C above, but EMPLOYEE shall be entitled to receive those accrued benefits, as provided by the VILLAGE Employee Handbook.

G. Unless EMPLOYEE is removed from the employment position of Chief of Police for cause, EMPLOYEE shall, at her option, upon voluntary resignation or non-renewal of this Agreement, return to her permanent rank of Sergeant of the Willowbrook Police Department.

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

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

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

SECTION FIVE: SALARY: The VILLAGE hereby agrees to pay EMPLOYEE for

services to be rendered under the Agreement, and EMPLOYEE hereby accepts an annual base salary, commencing no later than May 20, 2023, payable in installments at the same pay periods as other employees of the VILLAGE are paid, the sum of One Hundred Forty-Eight Thousand and 00/100ths Dollars (\$148,000.00), as Chief of Police EMPLOYEE shall be eligible for annual salary increases, as determined by the Village Administrator and Mayor of the VILLAGE, based upon merit and the results of annual performance evaluations. Such evaluations shall take place no later than March 31 of each year, and any such increase(s) shall take effect on the first pay period of the new fiscal year. Any such salary increase(s) shall be included as part of the VILLAGE'S adoption of its annual budget.

SECTION SIX: EXTENT OF SERVICES - OUTSIDE ACTIVITIES:

EMPLOYEE shall devote her entire time, attention and energies to the VILLAGE'S business and shall not during the term of the Agreement be engaged in any other business, teaching or consulting activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the expressed prior approval of the Village Mayor.

SECTION SEVEN: AUTOMOBILE: EMPLOYEE'S duties require that she shall have the exclusive and unrestricted use at all time during her employment with the VILLAGE of an automobile which shall be provided to her by the VILLAGE. The automobile shall be used for travel to and from the Police Chief's residence and the Village, for VILLAGE related business, and within the scope of the police chief's duties and as may otherwise be consistent with the Village's "Employee Handbook". The particular vehicle to be made available to the EMPLOYEE shall be within the discretion of the Village Mayor.

The VILLAGE shall be responsible for paying for liability, property damage and comprehensive insurance, as well as for the purchase, operation, maintenance, repair and

regular replacement of said automobile.

SECTION EIGHT: EMPLOYEE'S EXPENSES: The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the hereinafter itemized expenses of the Chief of Police, including but not limited to, business expenses, professional dues and subscriptions, educational expenses, travel expenses, registration fees, lodging and meals, etc., consistent with the rules and regulations contained in the VILLAGE'S "Employee Handbook".

In addition, the VILLAGE agrees to provide EMPLOYEE with an annual clothing stipend in the amount of One Thousand and Three Hundred Dollars (\$1,300.00) to be issued within the first 30 days of each new fiscal year,

SECTION NINE: BENEFITS: The VILLAGE agrees to provide EMPLOYEE and her dependents all benefits on the same basis and to the same extent such benefits are enjoyed by all other management personnel of the Village of Willowbrook, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time, vacation leave, etc., consistent with the policies established by the Employee Handbook.

SECTION TEN: RETIREMENT: The EMPLOYEE is a member of the Willowbrook Police Officers Pension Fund. Contributions will continue during term of employment of the EMPLOYEE by the VILLAGE as provided by law.

SECTION ELEVEN: VACATION & SICK LEAVE: Vacation Leave: EMPLOYEE shall be provided with twenty-five (25) days of vacation leave, vesting on June 22, 2023 and on the 22nd day of June of each year thereafter during the term of this Agreement.

SECTION TWELVE: RESIDENCY: The VILLAGE expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE

can adequately perform all the duties of her office. During the term of the Agreement and any extensions thereof, the VILLAGE agrees that the EMPLOYEE'S current residence shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

Notwithstanding the foregoing, the EMPLOYEE agrees not to relocate her permanent residence a further distance from the corporate limits of the VILLAGE OF WILLOWBROOK than her current residence without the approval of the Village Mayor.

SECTION THIRTEEN: GENERAL PROVISIONS:

A. The Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided.

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

C. The invalidity of any provision of the Agreement shall not impair the validity of any other provision. If any provision of the Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

D. The Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

E. The Village agrees that it shall not at any time during the term of the Contract reduce the salary, compensation, or other benefits of the Chief, except to the extent that such

percentage reduction is evenly applied across-the-board for all employees of the Village.

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

1. **VILLAGE** at:
Village Mayor
Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527
2. **EMPLOYEE** at:
Lauren Kaspar
3. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the
_____ day of April, 2023.

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

By: _____
Village Mayor

ATTEST:

Village Clerk

Lauren Kaspar

VILLAGE OF WILLOWBROOK

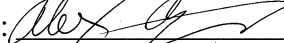
BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLES:

Motion – Board Advice and Consent to Mayor’s Appointments to Fill Vacancies in the Plan Commission, Board of Police Commissioners, and Police Pension Fund Board.

AGENDA NO. 6.
AGENDA DATE: 04/24/2023

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

As the Board is aware, the Mayor makes appointments to Village Commissions with the advice and consent of the Board of Trustees. The following appointments are hereby recommended:

Plan Commission – 4 Year Term (7 Members)

Candidate:	Appointment Status:	New Term Expires:
Ronald Kanaverskis	Reappointment	4/30/2027
Maciej Walec	Reappointment	4/30/2027

Board of Police Commissioners – 3 Year Term (3 Members)

Candidate:	Appointment Status:	New Term Expires:
Thomas Sailer	Reappointment	4/30/2026

Police Pension Fund Board – 2 Year Term (2 Members)

Candidate:	Appointment Status:	New Term Expires:
Umberto Davi (Chairman)	Reappointment	04/30/2025

ACTION PROPOSED: Pass motion.

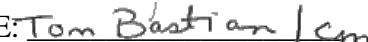
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK
AMENDING THE 2023 CALENDAR YEAR SCHEDULE OF
REGULAR MEETINGS OF THE BOARD OF POLICE
COMMISSIONERS OF THE VILLAGE OF WILLOWBROOK,
DUPAGE COUNTY, ILLINOIS

AGENDA NO: 7.**AGENDA DATE:** 04/24/2023**STAFF REVIEW:** Robert Schaller, Chief of Police**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:**

The Board of Police Commissioners (BOPC) consists of three residents who are appointed by the Mayor for three-year staggered terms. They currently meet monthly at 8:00 AM on the third Friday of each month, excluding December. Their powers and authority are provided and set forth in the Illinois Compiled Statutes and they follow their own Rules and Regulations. The commission works closely with the Police Department in recruiting and the selection of new Police Officers, and with the promotional process for Sergeants.

As part of a review and update to the BOPC Rules and Regulations, a change in the meeting schedule was recommended. The BOPC has set to change their regular meetings, unless otherwise noted, to take place the third (3rd) Friday of every month, at 9:00 a.m. at the Willowbrook Police Department. This will begin with the May 2023 meeting. The only change to the previous regular meeting schedule is the time.

Bringing this before the Board of Trustees is necessary to ensure correct posting of Village BOPC meetings by the Clerk and on the website.

We recommend the Board approve and pass this resolution.

ACTION PROPOSED: Adopt the Resolution

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK
AMENDING THE 2023 CALENDAR YEAR SCHEDULE OF
REGULAR MEETINGS OF THE BOARD OF POLICE COMMISSIONERS OF THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

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

SECTION ONE. That the schedule of regular meetings of the Board of Police Commissioners of the Village of Willowbrook, DuPage County, Illinois for the remaining calendar year of 2023, attached hereto as Exhibit “A”, be and is hereby approved and adopted.

SECTION TWO. That all said regular meetings of the Board of Police Commissioners, unless otherwise noted, beginning May, 2023, shall take place the third (3rd) Friday of every month at 9:00 a.m. at the Willowbrook Police Department, 7760 Quincy Street, Willowbrook, Illinois 60527, subject to current in-effect amendments to the Open Meetings Act regarding remote attendance.

SECTION THREE. The Village Clerk or her designee is hereby directed to give notice of the dates, times and places of all such regular meetings of the Village of Willowbrook, as well as any special, emergency, rescheduled or reconvened meeting to any news medium that has filed a request for such notice.

SECTION FOUR. Notice of the scheduled times and place of all regular meetings for the calendar year 2023 shall be further made available to any member of the public and any news medium requesting a schedule of meetings.

SECTION FIVE. Notice of the time change for the Board of Police Commissioners of the Village of Willowbrook, DuPage County, Illinois monthly meeting will appear on the Village’s website.

PASSED and **APPROVED** this 24th day of April, 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”

**VILLAGE OF WILLOWBROOK – REGULAR MEETINGS OF THE BOARD OF POLICE
COMMISSIONERS**



Village of WILLOWBROOK

Mayor

Frank A. Trilla

Village Clerk

Deborah Hahn

Village Trustees

Mark L. Astrella

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Gregory Ruffolo

Village Administrator

Sean Halloran

Chief of Police

Robert Schaller

VILLAGE OF WILLOWBROOK – REGULAR MEETINGS 2023**BOARD OF POLICE COMMISSIONERS**

All meetings of the Board of Police Commissioners of the Village of Willowbrook will be held at the Willowbrook Police Department, 7760 Quincy Street, Willowbrook, Illinois:

3rd Friday of every month - 9:00. a.m.

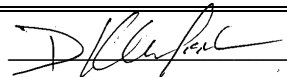
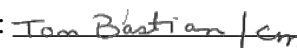
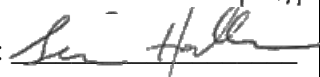
Exception - no meeting in December.



Proud Member of the
Illinois Route 66 Scenic Byway

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

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE, ILLINOIS FOR THE BORSE MEMORIAL COMMUNITY PARK PARKING LOT IMPROVEMENTS

AGENDA NO. 8.**AGENDA DATE:** 4/24/2023**STAFF REVIEW:** Dustin Kleefisch, Director of Parks & Recreation**SIGNATURE:****LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Sean Halloran, Village Administrator**SIGNATURE:****REVIEWED & APPROVED BY A COMMITTEE:****YES** ☐**NO** ☐**N/A** ☒**ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)**

BACKGROUND: Staff discovered an opportunity for a potential grant from DuPage County through their Stormwater Management program. This particular grant is funded through the DuPage County Water Quality Improvement Program. Working with the Village's civil engineer, Novotny Engineering, staff prepared and submitted an application for this funding opportunity. Through this grant, the County is looking to assist municipalities in water quality and stormwater initiatives. The grant provides up to 25% reimbursement of expenses, not to exceed \$99,000, whichever occurs first. In addition, the grant is a reimbursement grant, where the Village must complete the project by November 30th, 2024 to be reimbursed by the County.

A potential project that qualified for this program is the proposed replacement of the current asphalt parking lot at Borse Community Park with a permeable paver parking lot. This project reflects the ongoing stormwater issues faced by residents and users of Borse Community Park. In addition, it is also a green infrastructure initiative that benefits the local ecosystem and water quality. The estimated cost of this project is \$990,000, and staff is preparing for the project to occur in FY 24-25. To clarify, this grant is not for the reimbursement of the potential parking lot at Midway Park or on the northeast acre of Borse Community Park near 75th street. Those projects have not been approved by the Board of Trustees.

On March 7th the Village of Willowbrook was notified by DuPage County Stormwater Management staff that the Village had been awarded the grant. Once the Village received the award letter and spoke with DuPage County Stormwater Management staff, the specifics of the grant and process were explained. As previously mentioned, this is a reimbursement grant, therefore, the Village will need to submit applicable expenses to DuPage County for reimbursement. As such, the County does require that we enter into an Intergovernmental Agreement to facilitate the transfer of funds. Within the Intergovernmental Agreement, all of the procedural specifics, dates, and technicalities are outlined.

DISCUSSION: By entering the Intergovernmental Agreement with DuPage County, the funding becomes potentially available to the Village for the Borse Memorial Community Park parking lot renovation and conversion. Staff will be developing the logistics of the project plan, timeframe, and potential costs which will be presented at a later date for Board approval.

RECOMMENDATIONS: Staff's recommendation is for the acceptance and approval and to enter into an Intergovernmental Agreement with DuPage County for the potential grant funding through their Stormwater Management program.

ACTION PROPOSED: Adopt the Resolution

RESOLUTION NO. 23 R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE BORSE MEMORIAL COMMUNITY PARK PARKING LOT IMPROVEMENTS**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Village of Willowbrook (“Village”) and the County of DuPage, Illinois (“DuPage”) are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into intergovernmental agreements; and

WHEREAS, the Village and DuPage have determined that it is in the best interest of the citizens of DuPage and residents of the Village for the Village and DuPage to enter into an Intergovernmental Agreement to better management stormwater and control flooding by sharing costs for the Borse Memorial Community Park Parking Lot Improvements (the “Project”) whereby DuPage will participate in cost sharing for the Project upon the terms and conditions contained in that certain Intergovernmental Agreement, attached hereto as Exhibit “A” and made a part hereof.

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

The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook, DuPage County, Illinois.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement by and between the Village of Willowbrook and the County of DuPage, for the Borse Memorial Community Park Parking Lot Improvements Project in the Village of Willowbrook, is hereby approved. The Mayor of the Village of Willowbrook is hereby directed and authorized to execute said Agreement on behalf of the Village of Willowbrook and the Village Clerk is hereby directed to attest to said signature. A copy of said Intergovernmental Agreement is attached hereto as Exhibit “A” and made a part hereof.

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

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 24th day of April, 2023, by a ROLL CALL VOTE as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE BORSE MEMORIAL COMMUNITY PARK PARKING LOT IMPROVEMENTS**

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE VILLAGE WILLOWBROOK FOR THE BORSE MEMORIAL
PARKING LOT IMPROVEMENTS PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 9th day of May 2023 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF WILLOWBROOK, a body politic and corporate, with offices at 835 Midway Drive, Willowbrook, Illinois 60527 (hereinafter referred to as the VILLAGE).

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a permeable paver parking lot at Borse Memorial Community Park in Willowbrook (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in Sawmill Creek, a tributary to the Des Plaines River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed ninety-nine thousand dollars (\$99,000); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed ninety-nine thousand dollars (\$99,000) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the conversion of an existing asphalt parking lot to permeable pavers. The improvements include removal of the existing asphalt, placement of subgrade and permeable pavers, and the installation of educational signage. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the Sawmill Creek and the Des Plaines River watershed.
- 2.2 The PROJECT shall be developed essentially in accord with the application packet (Borse Memorial Parking Lot Improvements), as prepared by the Village of Willowbrook and submitted January 2, 2023, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total water quality related PROJECT costs are estimated to be nine hundred ninety thousand dollars (\$990,000). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF WILLOWBROOK	\$891,000
COUNTY OF DUPAGE	\$99,000
TOTAL	\$990,000

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the

VILLAGE and COUNTY agree to apportion such extra costs in writing before they are incurred.

- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by November 30, 2024, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced more than ninety-nine thousand dollars (\$99,000). The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
- 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
- 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed ninety-nine thousand dollars (\$99,000).
- 5.2.3 In the event PROJECT costs total less than nine hundred ninety thousand dollars (\$990,000), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
- 5.2.4 The COUNTY shall not be obligated to pay invoices received after November 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

7.0 INDEMNIFICATION.

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY and any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and/or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 November 30, 2024, or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2024.

10.0 ENTIRE AGREEMENT.

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

13.1 Any required notice shall be sent to the following addresses and parties:

Sean Halloran
Village Administrator
Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527

Mary Beth Falsey
Water Quality Supervisor
DuPage County Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO WAIVER OF TORT IMMUNITIES

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF WILLOWBROOK

Deborah A. Conroy,
Chair

Frank A. Trilla
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Deborah A. Hahn
Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLES:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK
DETERMINING THE LOWEST RESPONSIBLE BIDDER
AND AWARDING A CONTRACT TO KRAMER TREE
SPECIALISTS, INC. FOR SPRING AND FALL 2023 BRUSH
COLLECTION SERVICES

AGENDA NO. 9.**AGENDA DATE: 04/24/2023****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 brush collection services. In prior years, the Village requested services on an informal basis, which required contacting several vendors and collecting quotes for specific services. On March 24, Village staff released RFP #014 for brush collection services. Bids for this RFP were due by April 13. Staff received two bids from NJ Ryan and Kramer Tree Specialists. The brush collection RFP was directly provided to nine vendors in total, along with being posted to the Village website. This is the first time in Village history that brush collection services were sought while utilizing the Village of Willowbrook's Purchasing Policy.

The scope of work for this project includes two (2) annual brush collections in the Village of Willowbrook for the Spring and Fall. Kramer Tree Specialists provided several municipal references and staff are confident they will provide quality brush collection services.

See the attached bid pricing table for Kramer Tree Specialists quoted prices for 2023, 2024, and 2025 services.

STAFF RECOMMENDATION

Considering Kramer Tree Specialists were the lowest responsible bidder, staff recommends adopting the resolution to approve the execution of a contract with Kramer Tree Specialists for brush collection services to be provided during 2023, 2024, and 2025.

ACTION PROPOSED: Adopt the Resolution.

Brush Collection RFP Bid Results - NJ Ryan

	A	B	C	D	E	F	G
Item	Price per Collection per Dwelling	Quantity Per year	Annual Dwelling Unit Price (AxB)	# of Units	Total Annual Price (CxD)	Contract Term in Years	Extended Total (ExF)
Brush Collection	\$ 11.00	2	22	2,100	\$ 46,200.00	3	\$ 138,600.00

Supplemental Pricing	Price per Hour or Cubic Yard*
Foreman	\$ 125.00
Laborer	\$ 125.00
Driver	\$ 125.00
Grapple Loader	\$ 225.00
Transfer Truck	\$ 225.00
Chipper and Truck	\$ 225.00
Disposal of Brush & Chips*	\$ -

Brush Collection RFP Bid Results - Kramer

	A	B	C	D	E	F	G
Item	Price per Collection per Dwelling	Quantity Per year	Annual Dwelling Unit Price (AxB)	# of Units	Total Annual Price (CxD)	Contract Term in Years	Extended Total (ExF)
Brush Collection	\$ 5.75	2	\$ 11.50	2,100	\$ 24,150.00	3	\$ 75,450.00

Supplemental Pricing	Price per Hour or
Foreman	\$ 185.00
Laborer	\$ 185.00
Driver	\$ 185.00
Grapple Loader	\$ 185.00
Transfer Truck	\$ 185.00
Chipper and Truck	\$ 185.00
Disposal of Brush & Chips*	N/A

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING
THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT
TO KRAMER TREE SPECIALISTS, INC. FOR SPRING AND FALL 2023
BRUSH COLLECTION SERVICES**

WHEREAS, the Village of Willowbrook (the “Village”) publicly advertised for proposals for Spring and Fall 2023 brush collection services;

WHEREAS, the proposals received were publicly opened, examined and declared by officials of the Village on April 13, 2023 at 11:00 a.m.; and

WHEREAS, of the proposals received and opened, the apparent lowest responsible proposal for the Spring and Fall 2023 Brush Collection Program, at a cost not to exceed Twenty-Four Thousand One Hundred Fifty and 00/100ths Dollars (\$24,150.00), for the year 2023 of a three (3) year option contract is Kramer Tree Specialists, Inc.

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

SECTION 1: Recitals.

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

SECTION 2: Lowest Responsible Bidder.

The Mayor and Board of Trustees of the Village do hereby find Kramer Tree Specialists, Inc.’s proposal to be the lowest responsible proposal for the Spring and Fall 2023 Brush Collection Program.

SECTION 3: Award of Contract.

Kramer Tree Specialists, Inc. is hereby awarded a three (3) year contract for the afore-

referenced Project at a cost not to exceed Twenty-Four Thousand One Hundred Fifty and 00/100ths Dollars (\$24,150.00) for the 2023 collection year, as set forth in its bid proposal, subject to: the furnishing of the proper bonds and execution of all contract documents.

SECTION 4: Execution of Contract.

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

SECTION 5: Effective Date.

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

PASSED and APPROVED this 24th day of April, 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”
Contract

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK
AND KRAMER TREE SPECIALISTS, INC. FOR THE 2023 SPRING AND FALL
BRUSH COLLECTION PROGRAM**

THIS AGREEMENT ENTERED INTO THIS ____ day of _____, 2023 between Kramer Tree Specialists, Inc., an Illinois corporation (“Contractor”), and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), and 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 contract for the 2023 Spring and Fall Brush Collection Program (the “Program”).

2. Contractor has submitted an acceptable proposal for a three (3) year option contract to the Village for the Program. Such proposal, including all Terms and Conditions, is attached hereto as Exhibit “A”, and which terms and conditions are expressly made a part of the Agreement as if each was repeated herein, verbatim.

3. Contractor agrees to commence work for the Spring Program on May 8, 2023, and the Fall Program in October, 2023. Contractor shall complete all such work in a good workmanlike manner. The Village retains the option to extend this Agreement for the 2024 and 2025 Brush Collection Program upon those prices set forth in Contractor’s Proposal, attached hereto and made a part hereof.

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. Unless otherwise agreed to in writing as an Amendment to this Agreement, the Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner, in an amount not to exceed Twenty-Four Thousand One Hundred Fifty and 00/100ths Dollars (\$24,150.00), for the 2023 Program for the work to be performed, and such payment shall be in conformance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

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

9. During the performance of this Agreement, 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 Agreement or any portion of this Agreement, 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 Agreement.

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 Agreement, 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.

H. If applicable, Contractor shall strictly abide by the provisions of the Illinois Prevailing Wage Act.

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 Agreement 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.

10. 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.

11. 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.

12. 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.

13. 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 plus \$1,000,000 excess liability in the annual aggregate injury/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.
- (4) Employers’ Liability insurance 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.

14. 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 Agreement including but not limited to all laws and ordinances related to the proper disposal of all brush picked-up.

15. 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 Agreement pertains, shall have personal interest, direct or indirect, in the Agreement.

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 Title 1, 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.

Contractor further 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.

16. 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 Agreement, as provided for in the General Terms and Conditions, by written notice to Contractor.

17. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 to Contractor: Kramer Tree Specialists, Inc., 300 Charles Court, West Chicago, Illinois 60185, Attn: Todd Kramer, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

19. Time is of the essence of this Agreement.

20. This Agreement, consisting of ten (10) pages and Contractor Proposal, shall constitute the Contract documents.

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

Contractor:

KRAMER TREE SPECIALISTS, INC.

By: _____
Todd Kramer,
its President and duly authorized agent

ATTEST:

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

KRAMER TREE SPECIALISTS, INC.

REQUEST FOR PROPOSAL

FOR BRUSH COLLECTION SERVICES

FOR

THE VILLAGE

OF WILLOWBROOK



Advertised: March 24, 2023

Due: April 13, 2023, 11:00 a.m.

LEGAL NOTICE

Official notice is hereby given that separate sealed proposals will be received at Village Hall, Village of Willowbrook, 835 Midway Drive., Willowbrook, IL 60527 until 11:00 a.m. local time on April 13, 2023, and then at said office publicly opened and read aloud for the following:

RFP NO: 014

RFP ON: BRUSH COLLECTION SERVICES

The Village of Willowbrook seeks assistance from a highly qualified firm to provide brush collection services for the Village of Willowbrook as described in this Request for Proposal (RFP). **Sealed** proposals must be received at Village Hall, 835 Midway Drive, Willowbrook, IL, **before April 13, 2023 at 11:00 a.m.** per the requirements stated in the RFP. No late, faxed, or electronic proposals will be accepted.

The Village of Willowbrook reserves the right to reject or accept any or all proposals and to waive any informalities as deemed in the best interest of the Village.

Questions pertaining to the project may be directed to Alex Arteaga at purchasing@willowbrook.il.us no later than April 7, 2023, by 5:00 p.m.

Alex Arteaga

Assistant to the Village Administrator

Village of Willowbrook

Bid Pricing Table

VILLAGE OF Willowbrook							
	A	B	C	D	E	F	G
Item	Price per Collection per Dwelling	Quantity per Year	Annual Dwelling Unit Price (AxB)	Number of Units	Total Annual Price (CxD)	Contract Term in Years	Extended Total (ExF)
Brush Collection	\$ 5.75	2	\$ 11.50	2,100	\$ 24,150	3	\$ 75,450

EMERGENCY BRUSH PICK-UP LABOR & EQUIPMENT RATES

This section is only applicable to extra, emergency brush pick-up authorized by the Village of Willowbrook in writing. In the event of a major storm where a large-scale, additional brush pick-up is deemed warranted. The Contractor may be requested by the Village to assist in collecting brush piles that have accumulated due to storm damage. The bidder shall fill in all categories applicable to their operation on a per hour bases.

Labor/Equipment

Price Per Hour or Cubic Yard

Foreman (Equipment Operator)	\$ <u>185</u> Per Hour
Laborer (Grounds Man)	\$ <u>185</u> Per Hour
Driver (Transfer Truck if Applicable)	\$ <u>185</u> Per Hour
Grapple Loader (If Applicable)	\$ <u>185</u> Per Hour
Transfer Truck (If Applicable)	\$ <u>185</u> Per Hour
Chipper and Truck (If Applicable)	\$ <u>185</u> Per Hour
Disposal of Brush or Chips	\$ <u>N/A</u> Per Cubic Yard



SUBMISSION INFORMATION

Village of Willowbrook
835 Midway Dr
Willowbrook, IL 60527

INVITATION: #014
BID OPENING DATE: April 13, 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: Kramer Tree Specialists, Inc.
Address: 300 Charles Court
City, State, Zip Code: West Chicago, IL 60185

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: 0 % — DAYS

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 above (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: *Lynn Moravick* Company Name: Kramer Tree Specialists Inc.

Typed/Printed Name: Lynn Moravick Date: 3/31/2023

Title: Administration Manager Telephone Number: 630-293-5444

E-mail: Lmoravick@kramertree.com Fax Number: 630-293-7667

PROJECT SPECIFICATIONS

1. GENERAL AND BACKGROUND INFORMATION – VILLAGE OF WILLOWBROOK

The Village of Willowbrook, hereafter referred to as the "Village", is a home-rule, AAA bond-rated municipality located in west-suburban DuPage County, approximately 25 miles west of downtown Chicago. The Village was founded in 1960 and has become a desirable community with great accessibility, high-quality schools and parks, a strong commercial sector, and a vibrant and community-minded residential base. O'Hare and Midway airports are a short distance away, and the nearby rail line transports commuters into Downtown Chicago in as short as 20 minutes. Willowbrook's attractive location allows companies to serve local, national, and international markets from a stable Midwestern base. The Village's accessibility and superior transportation linkages make Willowbrook an attractive place to live and work.

The Village employs 48 full-time equivalent employees and includes a strong network of community volunteers serving on many Boards and Commissions. Willowbrook operates under the Mayor-Trustee form of government. The Mayor and six Trustees are all elected on an at-large basis. A professional Village Administrator oversees the day-to-day operations of the Village.

2. INTENT

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Brush Collection Services

3. PROPOSAL PRICE

Respondent contractors are encouraged to remit proposals for services included in the Scope of Work outlined above. Please provide a fee proposal as structured on page 3 of this RFP consistent with those service(s) for which you intend to submit a proposal. Proposal submissions that fail to include pricing for each service(s) included within their bid shall be considered incomplete and will be rejected without any further consideration. The Contractor may include an alternative solution to the fee structure on page 3 of this RFP but must provide a completed copy of page 3 of this RFP.

4. AWARD

Award will be made to the Contractor who is best qualified to perform in accordance with the terms and conditions of the specifications including the evaluation criteria specified herein for each group. The Village reserves the right to award the bid in part, or in whole, or not award any portion of the bid, whatever is deemed to be in the best interest of the Village. The Village further reserves the right to reject any or all proposals.

5. TERM OF AGREEMENT

Services are expected to begin in May 2023.

The term of this Agreement shall be three (3) years from the date of award. The Municipality reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to three percent (3%) or CPI, whichever is lower. The final increase is up to the Municipality's discretion. The awarded Contractor is permitted to ask for price revisions after the initial period shall be submitted at least ninety (90) days in advance of the annual contract period.

Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

The Municipality reserves the right to reject a proposed price increase and terminated the agreement.

At the end of any subsequent contract term, the Municipality reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by each Municipality; no charges shall be assessed for failure of a municipality to appropriate funds in future contract years.

The Municipality reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

6. SPECIFICATIONS

See pages 19-20.

7. INVOICES AND PAYMENTS

The Contractor shall submit invoices to the Village detailing the services provided directly to the Village. All services shall be invoiced based on unit pricing and quantities used. The Village shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Village. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Willowbrook
Attn: AJ Passero
835 Midway Dr.
Willowbrook, IL 60527

8. CALENDAR OF EVENTS/TENTATIVE AND SUBJECT TO CHANGE

DATE	ACTIVITY
March 24, 2023	Request for Proposals are advertised on the Village website.
April 7, 2023	Last day to submit questions and requests for clarification.
April 13, 2023	Deadline for Proposal Submission. Proposals received after the date and time identified will be returned unopened. Submit One (1) original, one (1) copy, and one (1) electronic (USB or compact disc) copy of the complete/signed proposal by April 13, 2023 before 11:00 A.M. CST, to: Village of Willowbrook 835 Midway Dr, Willowbrook IL 60527 RFP # 014 RFP ON: BRUSH COLLECTION SERVICES
April 24, 2023	Potential Approval of Firm by Willowbrook Board of Trustees
May 8-12, 2023	Services Start Date

9. ADDITIONAL INFORMATION

Should the Contractor require additional information about this request for proposal, submit questions via email to: purchasing@willowbrook.il.us. Questions are required no later than 5:00 P.M. on April 7, 2023.

ANY and ALL changes to these specifications are valid only if they are included by written addendum. No interpretation of the meaning of the scope of work will be made orally. Failure of any Contractor to receive any such addendum or interpretation shall not relieve the Contractor from any obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Contractor to improperly submit a proposal.

The Village recognizes that in some cases the information conveyed in this RFP may provide an insufficient basis for performing a complete analysis of the RFP requirements. Prospective Contractors are therefore requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information, or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

1. ADDITIONAL INFORMATION

- A. Definition: The Request for Proposals (RFP) process is a method of procurement permitting discussions with responsible contractors and revisions to proposals prior to award of a contract. Proposal openings will occur publicly, however proposals will be evaluated comprehensively by Village staff. The award will be based on the criteria set forth herein.
- B. Examination of Documents: Prior to submitting a proposal, Contractors are advised to carefully examine the contract documents, project scope and work tasks to be accomplished, specifications, insurance requirements and required affidavits; becoming thoroughly familiar with all conditions, instructions and specifications governing this proposal. If a proposal is accepted, the Contractor shall be responsible for, and the Village will make no allowance for, any errors in the proposal resulting from the Contractor's failure or neglect to comply with these instructions.
- C. Form of Proposal: Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village. Additional information, as requested by the Village, shall be submitted in accordance with instructions contained within these documents. Failure to execute proposals as required may, at the sole discretion of the Village, be cause for rejection.
- D. Execution of Proposal: Proposals shall be signed by an authorized officer or Manager of the Contractor. If the Contractor is a corporation, the proposal shall bear the name of the corporation, and be signed by the president and secretary of the corporation. Should the proposal be signed by an officer(s) other than the president and secretary of the corporation, the proposal must be accompanied by an affidavit authorizing such officer(s) to bind the corporation.
- E. Incurred Costs: The Village will not be liable in any way for any costs incurred by the Contractor in replying to this Request for Proposal.

2. SUBMISSION OF PROPOSAL

All proposals shall be submitted in a sealed envelope to the Village Administrator's Office, Village of Willowbrook, 835 Midway Dr, Illinois, 60527, by the specified closing time for receipt of the proposals. The sealed envelope shall carry the following information on the face: Contractor's name, address, subject matter of the proposal, proposal number, and date and hour designated for the closing of receipt of proposals as shown in the notice.

Where proposals are sent by mail or courier service, the Contractor shall be responsible for their delivery to the Village Administrator's Office prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.

The Village will not accept proposals transmitted by facsimile (fax) or e-mail.

The Village shall not be held responsible for the premature opening or non-opening of a proposal not properly addressed and identified in accordance with these instructions, except as otherwise provided by law.

3. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn before the time designated for the closing of receipt of proposals by written request. However, no proposal shall be withdrawn within the ninety (90) calendar day period after the time set for the closing. Contractors withdrawing their proposal prior to the time and date set for closing of receipt of proposals may still submit another proposal if done in accordance with these instructions.

4. EVALUATION PROCESS

The Village will apply the evaluation criteria specified herein in determining the Contractor deemed to be the most advantageous and best qualified to perform in accordance with the terms and conditions of the Agreement.

- A. The Village receive written proposals as follows: One (1) original, one (1) copies, and one (1) electronic (USB or compact disc) copy of the Proposal shall be submitted. The proposals should include the resume of the firm, location of the firm, references from past and present clients, descriptions of projects of similar scope and experience, the names and background of project personnel and any other submittals requested within the proposal document.
- B. The Village will review and evaluate the proposals based on the established selection criteria and a comparison of all proposals. If necessary, the Village may request a meeting with one or more offerors to clarify and/or expand on the Proposal. In accordance with the requirements of the Proposal, the Village may negotiate terms, conditions, and fees with one or more offerors.
 - a. All offerors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Village require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the Village.
 - b. The Village may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Village shall not disclose any information derived from one Proposal to any other offeror. The Village reserve the right to request the offeror to provide additional information during this process

During discussions, the offeror shall be prepared to cover the following topics:

- i. The specific services to be provided;

- ii. Qualifications of the offeror, including work on projects of similar scope and experience, the background of project personnel, etc., and;
 - iii. The working relationship to be established between the Village and the Contractor, including, but not limited to, what each party should expect from the other.
 - c. The Village reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to accomplish the purpose of this RFP. The Village may require the RFP and the offeror's entire Proposal to be made an integral part of the resulting contract. This implies that the Village will hold all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations as contractually binding on the successful offeror. When the Village determines an offeror's Proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its Proposal.
- C. The Village will select the Proposal, which appears to be the most advantageous based on the ability to meet the criteria. The Village's municipal manager/administrator or board of trustees/city council, as the case may be, will have the right to execute an agreement with the Contractor who is deemed to be the most advantageous and who is best qualified to perform in accordance with the terms and conditions of the Agreement. The Village reserve the right to reject any or all bids

5. EVALUATION CONSIDERATION

A. Responsiveness with Request for Proposals

This evaluation refers to the adherence to all conditions and requirements of the Request for Proposal.

B. Required Submittals

Qualified firms interested in providing the services described are invited to submit a complete Proposal for consideration. The Proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for the non-acceptance of the Proposal.

The Contractor may provide information in addition to the information requested; however, the additional information shall be placed at the end of the Contractor's submittal in a section separated from the remainder of the Proposal.

C. Acceptability of Proposals

This refers to the adherence to all conditions and requirements of the Request for Proposals. The offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- i. Acceptable;
- ii. Unacceptable

Grading Criteria Value	
1.	Services Provided
2.	Qualifications and Experience of Firm
3.	References of Firm
4.	Proposal Pricing

1. **Services Provided**

Rating will be based on an assessment of the Contractors' knowledge and understanding of the scope of services and familiarity with the specifications. Provide a narrative demonstrating the exact type and nature of the proposed services and how your firm will accomplish the objectives of the project as outlined in the specifications. This would include the backup plan in the event of an employee's absence. The Village Proposal Review Team will evaluate the completeness and reasonableness of the Contractors proposed plan for completing the proposed services. Finally, the Team shall evaluate the Contractors submission of proposed methodologies for meeting the requirements of this proposal.

2. **Qualifications and Experience of Firm**

Provide a narrative describing the role of and introducing each key individuals or department in your firm's organization that will be actively involved in the performance of the services requested herein. Provide an organization chart showing functional relationships between the Contractor, sub-contractors (if any), and the Village. Show the lines of communication, authority and assigned responsibility.

The firm shall have a minimum of five (5) years of experience with projects of similar size and scope. The Contractor shall describe experience on all projects and contracts of similar size and scope, including scope, tasks performed, and related information. In documenting experience, the firm should specifically describe significant implementation challenges and the implemented solutions.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects and outstanding performance on previous projects. Little or no experience on the type of project will receive fewer points.

3. **References of the Firm**

Please provide a list of all similar projects completed since January 1, 2017. The Contractor shall furnish at a minimum, five (5) project references with contact names, titles, telephone numbers, e-mail and mailing addresses. The Contractor shall also include the name of the project manager/lead that was responsible for each of the referenced clients.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects/contracts and outstanding performance on previous projects. Little or no experience on this type of project will receive fewer points.

4. Proposal Pricing

This refers to the rate of pay for the various daily, weekly, monthly, quarterly, and annual services combined with total number of labor hours.

GENERAL TERMS AND CONDITIONS

1. CONTRACTOR QUALIFICATIONS

All Contractors must be qualified Consultants and demonstrate the capability to provide services required in accordance with the proposal specifications. Proposals shall be evaluated using the aforementioned Evaluation Considerations. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process (not listed in order of priority):

- Services Provided
- Qualifications and Experience of Firm
- References of the Firm
- Proposal Pricing

2. ADDITIONS/DELETIONS

The volumes identified herein are estimated quantities. The Village does not guarantee any specific quantities and shall not be held responsible for any deviation. This contract shall cover the Village requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, increase/decrease locations and add a Municipality during the term of the Agreement, whatever is deemed to be in the best interest of the Village. Any new product's price will be subsequently negotiated with the winning Contractor(s).

In the event awarded Contractor(s) is unavailable, the Village reserves the right to use whatever Contractor is available to minimize and/or mitigate the damages to the Village.

3. DOCUMENT OBTAINED FROM OTHER SOURCES

The Village of Willowbrook is the only official source for proposal packages and supporting materials. Registration with the Village is the only way to ensure Contractors receive all addenda and other notices concerning this project. The Village cannot ensure that Contractors who obtain proposal packages from sources other than the Village will receive addenda and other notices. All Contractors are advised that proposals that do not conform to the requirements of this proposal package, including compliance with and attachment of all addenda and other notices, may, at the Village's discretion, be rejected as non-responsive and/or their proposal disqualified. **In such cases, the Village will NOT re-release the project absent extraordinary circumstances.**

4. CONTACT WITH VILLAGE PERSONNEL

All Contractors are prohibited from making any contact with the Village's Administrator, Trustees, or any other official or employee of the Village with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The Village Administrator reserves the right to disqualify any Contractor found to have contacted Village Personnel in any manner with regard to the request for proposals. Additionally, if the Village

Administrator determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

5. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village requires all Offerors including owners or employees to investigate whether a potential or actual conflict of interest exists between the Offeror and any Village, their officials, and/or employees. If the Offeror discovers a potential or actual conflict of interest, the Offeror must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Offeror from consideration. Information provided by Offerors in this regard will allow the Village to take appropriate measures to ensure the fairness of the proposal process.

The Village requires all Offerors to submit a certification, enclosed with this proposal packet, that the Offeror has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a proposal, all Offerors acknowledge and accept that if any Village discovers an undisclosed potential or actual conflict of interest, that Village may disqualify the Offeror and/or refer the matter to the appropriate authorities for investigation and prosecution.

6. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion of this request for proposals shall be interpreted as meaning that only the best practice shall prevail.

7. HOLD HARMLESS

The CONTRACTOR shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees, which may arise or which may have been alleged to have arisen out of, or in connection with, the Contractor's performance of the Services. The obligations of the Contractor under this Section 11 shall not be limited by any applicable insurance required of the Contractor. Notwithstanding any other contrary provision contained herein, the Contractor's obligations under this Section 11 shall survive the expiration or termination of this Agreement.

8. RESERVATION OF RIGHTS

The Village reserves the right to accept the Proposal that is, in their judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Proposal; to

accept any item to any Proposal; to reject any and all Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Proposals when to do so would not, in the Village's opinion, prejudice the proposal process or create any improper advantage to any Contractor; and to waive irregularities and informalities in the proposal process or in any Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Contractors should not rely upon, or anticipate, such waivers in submitting the Proposals. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the proposals.

9. CHANGE IN STATUS

The successful Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

10. SUBCONTRACTORS

If the Contractor intends on subcontracting out all or any portion of the engagement, the Contractor must identify any subcontractors on the attached form. Verify that all subcontractors have completed a pre-employment background check.

11. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village's Project Specifications; The Request for Proposals General Terms & Conditions and Special Terms & Conditions, and the successful Contractor's Proposal Response.

12. JURISDICTION, VENUE, CHOICE OF LAW

This agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Illinois. The parties agree that the sole jurisdiction and venue for any action arising hereunder will be the Circuit Court of DuPage County, Illinois.

13. NON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

14. INDEPENDENT CONTRACTOR

The Contractor is an independent Contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

Employees or Divisions of the contractor may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Village. However, in either case, the Village retains the right to approve or reject personnel assigned or their replacements.

Contractors and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Village, which retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the Contractor provided that replacements have substantially the same or better qualifications or experience.

15. TERMINATION

The Village reserves the right to terminate their respective portion of their agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of their agreement. In the event that an agreement is terminated due to Contractor's default, the Village shall be entitled to purchase services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

16. NON-APPROPRIATIONS

The Village reserves the right to terminate the whole or any part of this agreement or to reject proposals, in the event that the Village Board of Trustees does not appropriate sufficient funds for its completion.

17. PROPERTY OF THE VILLAGE

All documents, findings and work product produced as a result of these services shall become the property of the Village.

18. EQUAL EMPLOYMENT OPPORTUNITY

The successful Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the Contractor shall comply with any Fair Employment Ordinance that has been adopted by the Village.

19. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("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 part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

20. AUDIT/ACCESS TO RECORDS

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.

B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

C. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

21. PROTEST PROCEDURE

The full context of Protest Procedures can be found in the Village of Willowbrook Procurement Policy at. An overview of the procedures are included below.

Any Contractor wishing to file a protest regarding the proposal process may do so by giving written notice to the office of the Village of Willowbrook Village Administrator within three (3) business days of award. This notice should include the title of the requirement, the request for proposal number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Village Administrator's Office shall refer the protest to the Village Administrator or his/her designee within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Administrator may conduct an evidentiary hearing at his or her sole option and may designate a representative to preside at such hearing. The Village Administrator will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing, or the review, whichever is later.

22. CONFIDENTIALITY

Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in a proposal. If the Contractor desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the proposal as "Proprietary and Confidential." In no event should all pages of the proposal be so marked. The proposal should include a separate written request clearly evidencing the need for confidentiality. The Village's Purchasing Manager shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the agreement, all responses, documents, and materials submitted by the Contractor pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village's Purchasing Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFP's, a Contractor must inform the Village, of the exact materials in the offer that the Contractor believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.

23. RESPONSIBILITY OF CONTRACTOR

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

24. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Contractor on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the proposal.

Each exception must refer to the page number and paragraph to which it pertains. The nature of each exception shall be fully explained. Contractors are cautioned that any exceptions to these specifications may be cause for rejection of the proposal.

Should a Contractor submit a proposal where any exception is not clearly marked, described and explained, the Village will consider the proposal to be in strict compliance with these specifications. If then awarded an agreement, the successful Contractor shall comply with all requirements in accordance with these specifications.

25. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor(s). This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources if deemed to be in the best interest of the Village.

26. COMPETENCY OF CONTRACTOR

If requested in writing by the Village, the Contractor must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

SPECIFICATIONS

1. INTENT

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Brush collection services

2. SCOPE OF WORK

The scope of this work shall include two (2) annual brush collections in the Village of Willowbrook for the Spring and Fall. Residents place brush on the parkway in front of their residence for pick up starting in May based on the schedule below. Brush collection shall include manually and/or mechanically removing brush debris from parkways up to six-inches (6") in diameter. At each pile where brush has been collected, the contractor shall clean up by raking lawn areas and sweeping sidewalks, streets, and gutters. Contractor shall maintain sufficient staff and equipment resources to perform the brush collection successfully meeting the requirements of this document and maintain advertised schedule. Restoration of any damage to grass during brush removal is the responsibility of the contractor to the reasonable satisfaction of the Village of Willowbrook and the resident. The intent of this program consists of the removal of brush generated by homeowners. It will consist of removing brush generated from detached single-family residences (approximately 2,100 residences) during the months of May and October. A map of the Village of Willowbrook is attached to this document as Appendix A.

Brush collection is available to all single-family households.

Contractor must follow all OSHA related safety requirements and traffic control must conform to latest addition of the MUTCD; all must be implemented at the contractor's expense.

BRUSH COLLECTION DATES FOR 2023, 2024, & 2025

The schedule for May and October collections for 2023, 2024, & 2025 shall be as follows:

- 2023
 - May 8-12
 - October 9-13
- 2024
 - May 13-17
 - October 14-18
- 2025
 - May 12-16
 - October 13-17

BRUSH COLLECTION OPERATION

The objective of this program is to remove the brush from the parkway in the most efficient way possible. The Contractor must provide all necessary equipment and personnel to complete the

job including but not limited to the curbside collection, clean up at each site, hauling to contractor yard, and the disposal of the debris collected. As part of the proposal contractor is required to fill out the References and the Submission Information Form providing proof of ability to perform the Brush Collection.

All brush shall be placed on the front parkway by residents (no alley pickups required). Upon completion of removal of each pile, the Contractor shall clean up all debris from the parkway and street caused by the pickup operation. Contractor is not required, under the provisions of the contract, to collect and dispose of tree limbs greater than six-inches (6"), grass clippings, garbage, dirt, cans, building materials, lumber, sod, concrete, and stumps. Material that does not meet the specifications will not be collected. Any items not picked up by the Contractor must supply a detail of address, photograph and explanation as to why it was not picked up by the end of that pick-up week.

The contractor shall furnish necessary equipment and manpower. Work hours will be 7:00 AM to 6:00 PM, Monday through Friday. Collection is to be completed by the end of five (5) working days with Saturdays to be used as a catch-up day only in the event of inclement weather, or short weeks due to holidays. Should the Contractor fail to complete collection by Saturday of the specified week, the Contractor shall be liable to the Owner in the amount of five hundred dollars (\$500.00) per day as liquidated damages, for each day of overrun in the contract time.

Minimal or incidental storm damage must be collected with the regular scheduled collection. In the event of a major storm due to microburst or tornado, special collection will be paid at a time and material basis, as agreed upon by and between the Village and Contractor. Add hourly rates for required equipment, labor and disposal for a special collection to the bid schedule.

Contractor must provide all compliance agreements with the Illinois Department of Agriculture to the Village of Willowbrook for disposing the brush material, i.e. Emerald Ash Borer Compliance Agreement.

At the end of every workday, the contractor must email a map of the areas completed on that day to designated staff at Willowbrook Public Works. When the contractor has completed collection, they must call the Public Works to check if any missed piles were reported. The list of missed piles must be completed prior to leaving town. Missed piles reported to the Public Works on Monday after the collection was completed will be sent to the contractor and the contractor will have two (2) days to complete them.

QUALITY ASSURANCE

At the end of each work day, a map shall be provided to the Village identifying the progress made that day. This information may be shared with residents at the discretion of the Village.

PAYMENT

Pricing shall be based on a unit cost per residential dwelling. The number of dwellings included in the program may change from year to year in each area based on new development being added or new annexations to the Village of Willowbrook. Prior to the beginning of each brush season, the Village shall notify the contractor of the number of dwellings participating in the program that year. That number will determine the contract value for the year.

Upon completion of pickup each month, the contractor shall submit an invoice for that month. Payment shall be made within thirty (30) days of receipt of the invoice.

SPECIAL TERMS & CONDITIONS

1. INSURANCE

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

D. COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a) \$1,000,000 bodily injury and property damage, combined single limit each occurrence
- b) \$1,000,000 personal and advertising injury;
- c) \$2,000,000 general aggregate; and
- d) \$1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- a) When the following box is checked - ☐ any general aggregate limit shall apply per project;
- b) Liability arising from premises and operations;
- c) Liability arising from the actions of independent Contractors;
- d) When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;
- e) Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- f) Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

B. BUSINESS AUTO LIABILITY INSURANCE

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

E. WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

F. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a) \$5,000,000 bodily injury and property damage, combined single limit – each occurrence;
- b) \$5,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$5,000,000 products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance

- a) Commercial general liability;
- b) Business auto liability; and
- c) Employers' liability,

The insurance shall follow form with the coverage provisions required for underlying insurance. If the insurance does not follow form, then the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

The Contractor shall not commence services under the Agreement until It has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to purchasing@willowbrook.il.us.

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Contractor shall

furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.
4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Village via email to purchasing@willowbrook.il.us and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.
8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.
9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:
 - a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;

Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement

2. AFFIDAVITS

The following affidavits included in these agreement documents must be executed and submitted with the proposal:

- A. References
- B. Disqualification of Certain Contractor
- C. Affidavit/Anti-collusion
- D. Tax Compliance
- E. Identification of Subcontractors
- F. Conflict of Interest Form

3. NEW PARTS AND MATERIALS

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the contractor warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

4. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

5. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1. Et seq.)

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

6. TOXIC SUBSTANCES DISCLOSURES

All contractors must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.



Kramer Tree Specialists, Inc.

300 Charles Ct.
West Chicago, IL 60185



March 30, 2023

Kramer Tree Specialists
Municipal Brush Collection Services Qualifications

Kramer Tree Specialists, Inc. was established in 1974, a member of the Illinois Arborist Association and TCIA Accredited Company. Our permanent address is 300 Charles Court, West Chicago IL.

Kramer Tree Specialists has been awarded and provided services of municipal curbside brush collection since 1995. Our referenced municipal brush collection programs are attached for your review. We currently have seven active municipal brush collection service contracts.

Our brush collection services are operated out of our Mulch Department. The primary contact for all of our brush collection services is our Mulch Manager, Felipe Banuelos. We have designated grapple loader trucks and transfer trucks, including backup trucks, for carrying out this service. All our trucks are tracked via GPS with access available to our clients upon their request. Our Mulch Department has specific employees trained and dedicated to providing all our brush collection services during the different collection cycles. Additional, qualified employees are available in the case of the absence of any primary employee. Our team is dedicated to providing safe and professional services to our clients. Several of our brush collection employees have been involved in our residential brush collection services since our first awarded contract in 1995. Our Mulch Manager works directly with each client to meet their requests of scheduled service dates as well as vehicle tracking information as requested.

Each brush collection truck is a grapple loader, with an operator and a ground assistant to ensure each pile is removed entirely. Each brush pile is removed via grapple and loaded into the truck. No chippers are utilized in the process, resulting in reduced noise, improved safety and efficiency of the work. As the grapple loader becomes full, a transfer truck is utilized for a seamless process to allow for continual work while on site. Additional trucks are available as needed, depending on material volume.

The direct contact for the Village is our Mulch Manager, Felipe Banuelos. All questions pertaining to the service are to be directed to him. Felipe's contact info is below.

Felipe Banuelos
ISA Certified Arborist, IL-9751A
Mulch Department Manager
630-540-8914
fbanuelos@kramertree.com

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: City of West Chicago
Address: 475 Main Street
City, State, Zip Code: West Chicago, IL 60185
Contact Person/Telephone Number: Jonathan "Jake" Whiteaker, 630.293.2250
Dates of Service/Award Amount: 2002-current Annual Program: \$96,775.00

Municipality/Agency: City of Batavia
Address: 200 N. Raddant Road
City, State, Zip Code: Batavia, IL 60510
Contact Person/Telephone Number: Scott Haines, 630.879.1424
Dates of Service/Award Amount: 2006-Current Annual Program: \$219,912.00

Municipality/Agency: Village of Bloomingdale
Address: 201 S. Bloomingdale Road
City, State, Zip Code: Bloomingdale, IL 60108
Contact Person/Telephone Number: Jim Johnson, 630.529.5865
Dates of Service/Award Amount: 2003-Current Annual Program: \$56,142.00

Municipality/Agency: City of Geneva
Address: 1800 W. South Street
City, State, Zip Code: Geneva, IL 60134
Contact Person/Telephone Number: Rich Babica, 630.232.1502
Dates of Service/Award Amount: 2008-Current Annual Program: \$155,870.24.00

Municipality/Agency: Bloomingdale Township Highway Department
Address: 6N030 Rosedale Road
City, State, Zip Code: Bloomingdale, IL 60108
Contact Person/Telephone Number: Linda DiMeo, 630.529.5221
Dates of Service/Award Amount: 2003-Current Annual Program: \$98,740.00

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 March, ~~2022~~ 2023.

Notary Public

Lynn M Moravick

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

OFFICIAL SEAL
LYNN M MORAVICK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 3/4/24

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

Paul Hilary, being first duly sworn, deposes and says that
he is officer

(Partner, Officer, Owner, Etc.)

Of Kramer Tree Specialists, 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.

[Signature]

(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 March, 2022 2023.

Notary Public

Lynn M Moravick

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

OFFICIAL SEAL
LYNN M MORAVICK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 3/4/24

TAX COMPLIANCE AFFIDAVIT

Paul Filary, being first duly sworn, deposes and says that
he is Officer

(Partner, Officer, Owner, Etc.)

Of Kramer Tree Specialists, 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.

PLF
(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 March, 2022. 2023

Notary Public

Lynn M Moravick.

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

OFFICIAL SEAL
LYNN M MORAVICK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 3/4/24

SUB-CONTRACTOR INFORMATION

N/A

(ATTACH ADDITIONAL PAGES AS NEEDED)

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

Paul Filary, 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.

(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 March, 2022. 2023.

Notary Public

Lynn M Moravick

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



Appendix A – Village of Willowbrook Zoning Map

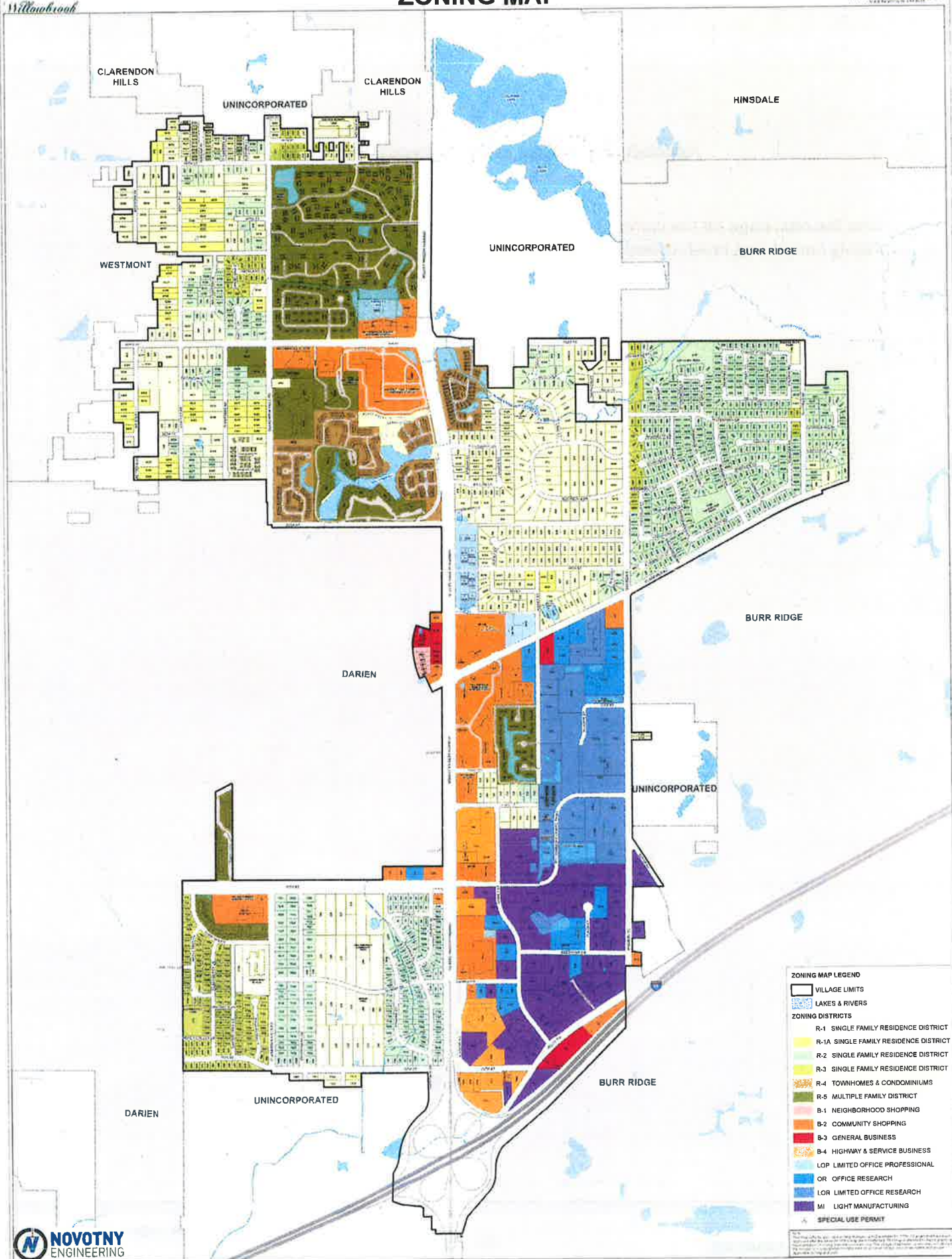
See the next page for the current Willowbrook Zoning Map, showing the location of all single family homes that brush collection services will be provided to.



VILLAGE OF WILLOWBROOK ZONING MAP



1 INCH = 400 FEET



ADOPTED AND APPROVED BY THE VILLAGE OF WILLOWBROOK MARCH 28, 2022 (VALID THROUGH DECEMBER 31, 2022)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Connor & Gallagher Ins. Serv.
750 Warrenville Road, Ste. 400
Lisle IL 60532

CONTACT

NAME: CGO Certificate Team

PHONE

(A/C, No. Ext): 630-810-9100

FAX

(A/C, No): 630-810-0100

E-MAIL

ADDRESS: certs@gocgo.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: West Bend Mutual Ins. Co. (MAIN)

15350

INSURER B: Westchester Surplus

4433

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Kramer Tree Specialists, Inc.
300 Charles Court
West Chicago IL 60185

KRAMER-2

COVERAGES

CERTIFICATE NUMBER: 874342633

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		1400955	2/6/2023	2/6/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1400955	2/6/2023	2/6/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1400955	2/6/2023	2/6/2024	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A708442	2/6/2023	2/6/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A	Pollution Liability Leased/Rented Equipment			G24254318012 1400955	2/6/2023 2/6/2023	2/6/2024 2/6/2024	Limit 2,000,000 Limit 350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Willowbrook, its elected and appointed officials and its employees are included as Additional Insured with respects to General Liability on a primary and non-contributory basis when required in written contract.

CERTIFICATE HOLDER

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): 300 Charles Ct , West Chicago, IL, 60185-2678
Name Of Person(s) Or Organization(s) (Additional Insured): Kramer Land Development, LLC, Church Street Series
Additional Premium: \$ 0
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Your projects away from premises owned or rented by you

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – CONTRACTOR'S BLANKET
(BROAD FORM)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is only an additional insured with respect to liability arising out of:
 - a. Your premises;
 - b. "Your work" for that additional insured; or
 - c. Acts or omissions of the additional insured in connection with the general supervision of "your work."
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

a. "Bodily injury" or "property damage" occurring after:

(1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including;

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

- C. As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

When this insurance is excess, as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

