

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 28, 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

Written Public Comments Can Be Submitted By 6:15 P.M. on August 28, 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 August 14, 2023 (APPROVE)
 - c. Warrants \$257,250.21
 - d. MOTION - TRANSFER OF ARPA FUNDS (PASS)
 - e. MOTION - A MOTION TO GRANT A ONE-DAY CLASS C SPECIAL EVENT LIQUOR LICENSE TO THE VILLAGE OF WILLOWBROOK FOR THE MUG RUN EVENT TO BE HELD AT BORSE MEMORIAL COMMUNITY PARK ON SATURDAY, SEPTEMBER 23, 2023. (PASS)

NEW BUSINESS

6. MOTION - A MOTION RATIFYING APPOINTMENT OF NICHOLAS AZZO TO THE VILLAGE OF WILLOWBROOK BOARD OF POLICE COMMISSIONERS (PASS)
7. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AMENDMENT NUMBER 1 TO THAT CONSULTING AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND KIMLEY-HORN & ASSOCIATES, INC. (ADOPT)

8. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING A MASTER SOFTWARE LICENSE AGREEMENT BY AND BETWEEN DACRA TECH, LLC AND THE VILLAGE OF WILLOWBROOK (ADOPT)
9. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE AN AGREEMENT WITH PARVIN-CLAUSS SIGN COMPANY, INC. TO CONSTRUCT AND INSTALL POLICE TRAINING SIGNAGE (ADOPT)
10. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE PROPOSAL AND APPROVING AND ACCEPTING THE PURCHASE OF CERTAIN FIREARMS AND RELATED EQUIPMENT FROM KIESLER POLICE SUPPLY, AT A COST NOT TO EXCEED \$15,443.08, INCLUDING TRADE-IN (ADOPT)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 14, 2023, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

Please note, the meeting recording file was without audio, so minutes have been transcribed from Village staff meeting notes.

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 and Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Deputy Chief Benjamin Kadolph, Deputy Clerk Christine Mardegan and Public Works Foreman AJ Passero.

ABSENT: Assistant to the Village Administrator Alex Arteaga and Chief Lauren Kaspar.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Berglund to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

Director Kleefisch read the public comments received by email for the record.

From resident Donalynne Nipperus, received Monday, August 14 at 1:34 pm:

"Hello,

This email is intended to be read and recorded for tonight's Village Board meeting.

I am sorry once again that I am unable to attend the Village Board meeting in person and wish that Zoom was still an option.

On August 8th I had contacted Mr. Kleefisch and had the opportunity to speak with him with regards to the bid proposal for the fencing options at Midway Park. As construction is in full swing, I would like to address my concerns once again with regards to privacy and security for the adjacent and the directly affected residence. As this is and will be a neighborhood and community

park for all to enjoy for the near future and years to come I would like to ask that all measures are being thought off to be sure that the adjacent park neighbors are being informed during this process. As I am sure everyone is excited to see the progress and the final product which I believe that you are hoping to be completed prior to the 2 annual Christmas event.

Keeping in mind that when we moved here and built our dream home we were aware that we moved next to a passive park. Fast forward 20+ years and we are now going to be next to a very active community park. My requests are simple and hoping that you can all put yourselves in my (our) place. We have enjoyed quiet enjoyment of our home and hope, that it continues. I am of course very concerned about what the park will bring from a security and privacy point of few. We have never had any issues or problems at Midway Park in the past and hopefully that continues. Since Midway Park and Borse Park are the showcase parks of Willowbrook and the place where a majority of your lager events will be held that you consider how this will affect the adjacent neighbors to Midway Park. Therefore, I am hoping that even though we know that a "chain linked" fence will most likely come in as a lower bid than any other form of fencing. With keeping with the new and improved parks hopefully the adjacent neighbors will have a fence that will offer complete privacy from the activities that will be held at the park. We have nice new park and village signs and are hoping that fencing will complement those signs and bring not only security and privacy but will also complement the new park sign.

Once again, I am hoping that the adjacent neighbor's privacy and security are taken into consideration. I have many personal reasons to have a privacy fence vs a chain link fence, please feel free to contact me directly if you have any questions.

Thank you for your time and look forward to a response.

Donalynne Nipperus"

Received from residents Eric and Cathy Johnson on Monday, August 14 at 1:42 p.m.

"Question #1

In a previous 2023 Village Board meeting, a concerned neighbor asked about security in proposed Park parking lots...especially to assure that patrons were aware of and removed vehicles from parking lots OUTSIDE of park hours...

a gate, a security staff employee and nonER calls were mentioned...

This past weekend there seemed to be vehicle(s) parked in the dark after park hours...on multiple occasions...

We need posted signage about after-hours parking in Borse and Midway/

how about that gate to discourage late night parking...

how about Police check out park after dark to clear lots...?

Question #2

We aren't the only ones living around Borse and Midway Parks that would like more green space than a proposed butterfly garden and contract landscaping...

We were told that the pond in Borse is too shallow for aeration... neighbors have told us they would love to see drainage into pond from Sawmill Creek CLEANED UP from garbage, tarps, trash, runoff debris...

Village plan should include cleanup of creek and pond. Neighbors would love to see fish in pond like they have at Willow Pond...

please give us a contact group name/individual you will work with to improve the quality of this natural resource.

Question #3

We live in Willowbrook...but we drive around...and we notice more and more people with little children and cardboard signs at busy intersections...

what is the Village policy towards solicitors such as people who could be injured if traffic accidents are caused or vehicle jumps the curb, by people who slow or stop traffic to get a semi- or drivers who are unaware of solicitor walking on busy street and back to corner...

some solicitors may not have permits...

some only want cash...

some leave trash behind...

NO ONE WANTS ANYONE HURT, let alone loved ones outside all day in the elements...

but do WE have to call nonER? Seems like Village wants citizens to call them on a lot of things...

We want a nice place to live...it gets more difficult if we have to be the bad guy and report things before, they become crimes..."

5. 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 Committee of the Whole Meeting July

Page 4
Village Board Minutes
August 14, 2023

24, 2023 (APPROVE)

- c. Minutes - Board of Trustees Regular Meeting July 24, 2023 (APPROVE)
- d. Warrants \$608,435.60

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

MOTION: Made by Trustee Mistele and seconded by Trustee Davi 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

6. RESOLUTION NO. 23-R-38- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO HOPPY'S LANDSCAPING, INC. FOR THE BORSE AND MIDWAY PARKS - PERMEABLE PAVER INSTALLATION PROJECT (ADOPT)

Administrator Halloran reviewed the scope, including the budgeted costs and funding sources, of the approved permeable paver parking lot project, to include new lots at Midway Park and Eleanor Place, approved for fiscal year 23/24, and the existing Borse Community Park parking lot, as part of Phase II in fiscal year 24/25.

He indicated that by offering all three lots as a single project bid, although they fall in separate fiscal year budgets, staff was able to achieve significant savings for the Village. The existing lot at Borse Park project scheduled for Phase II in the next fiscal year, although included as part of this bid, will still need to be approved by the Board as part of next year's budget.

As an additional remark, it was noted that the Midway Park fencing project is currently out for bid with nine fencing options to be quoted. Director Kleefisch spoke to resident Ms. Nipperus, who requested a pre-fabricated concrete fence that staff estimated would cost the Village \$500,000.

MOTION: Made by Trustee Mistele and seconded by Trustee Neal to adopt Resolution No. 23-R-38 as presented.

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

MOTION DECLARED CARRIED

7. MIDWAY PARK IMPROVEMENT PROJECT RESOLUTIONS

As an introduction to the five (5) resolutions included in this item, Administrator Halloran indicated that a Request for Proposal (RFP) was released in June 2023 to include the following scope of work:

1. Construction and installation of a concrete path, wiffle ball field, ice rink, scoreboard, turf, and seed mix
2. Furnish and install trees (deciduous, evergreen, ornamental), perennials, and ornamental grasses
3. Construct and install plumbing system
4. Construct and install electrical system
5. Installation of the fitness court, training wall, and exercise equipment

In July 2023, staff received two bids; one from Misfits Construction for \$1,518,230 and one from Landworks for \$1,090,000.

After reviewing the bids, staff began negotiating, within the guidelines of the procurement policy, with the lowest responsive and responsible bidder. During the negotiations, staff also contacted other contractors to obtain a lower overall project cost for the Village.

As a result of the negotiations, several aspects of the project will be performed by alternate contractors. Staff was able to reduce the overall cost of the project, achieving a savings of \$192,777 over the approved budgeted amount of \$1.8 million.

Additionally, staff is requesting the use of the ARPA (American Rescue Plan Act) funds saved on the park permeable pavers project, to lessen the impact of the Midway Park project on the General Fund. The overall savings to the General Fund if the ARPA funds are used is \$97,318.

- a. RESOLUTION NO. 23-R-39- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE PROPOSAL AND AWARDING A CONTRACT TO LANDWORKS, LTD. FOR SELECT PORTIONS OF THE MIDWAY PARK IMPROVEMENTS PROJECT (ADOPT) LANDWORKS (ADOPT)

MOTION: Made by Trustee Mistele and seconded by Trustee Neal to adopt Resolution No. 23-R-39 as presented.

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

MOTION DECLARED CARRIED

- b. RESOLUTION NO. 23-R-40 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DECLARING THE LOWEST PROPOSAL AND AWARDING A

CONTRACT TO RAG'S ELECTRIC, INC. FOR THE ELECTRICAL
INSTALLATION AT THE MIDWAY PARK IMPROVEMENTS PROJECT (ADOPT)

MOTION: Made by Trustee Mistele and seconded by Trustee Neal to adopt Resolution No. 23-R-40 as presented.

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

MOTION DECLARED CARRIED

c. RESOLUTION NO. 23-R-41- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE PROPOSAL AND AWARDING A CONTRACT TO DYNAMIC RESOURCES, INC. FOR THE INSTALLATION OF FITNESS COURT EQUIPMENT AT MIDWAY PARK (ADOPT) NATL FITNESS CAMPAIGN INSTALL (ADOPT)

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adopt Resolution No. 23-R-41 as presented.

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

MOTION DECLARED CARRIED

d. RESOLUTION NO. 23-R-42- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DECLARING THE LOWEST RESPONSIBLE PROPOSAL AND AWARDING A CONTRACT TO FALCOS LANDSCAPING, INC. FOR THE PROVISION AND INSTALLATION OF TREES FOR THE MIDWAY PARK IMPROVEMENTS PROJECT (ADOPT)

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution No. 23-R-42 as presented.

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

MOTION DECLARED CARRIED

e. RESOLUTION NO. 23-R-43 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DECLARING THE LOWEST PROPOSAL AND AWARDING A CONTRACT TO FOX TOWN PLUMBING, INC. FOR THE PLUMBING INSTALLATION AT THE MIDWAY PARK IMPROVEMENTS PROJECT (ADOPT)

MOTION: Made by Trustee Mistele and seconded by Trustee Neal to adopt Resolution No. 23-R-43 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 23-R-44- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM BEACON ATHLETICS AND APPROVING THE PURCHASE OF CERTAIN EQUIPMENT AND FIXTURES FOR THE MIDWAY PARK WIFFLEBALL FIELD AT AN ESTIMATED COST NOT TO EXCEED \$36,936.00 (ADOPT) BEACON ATHLETICS (ADOPT)

Director Kleefisch reviewed the equipment and furnishings included in the specifications for the Midway Park Project. Rather than purchasing from the contractor, Kimley-Horn, the equipment will be purchased directly from the manufacturer, Beacon Athletics, realizing overall cost savings. The equipment in the quote is specifically for the wiffleball field and includes dugouts, benches, bases, home plate, pitching rubber, and fence cover. All these items were proposed and approved in the Midway Park Project budget.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution No. 23-R-44 as presented.

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

MOTION DECLARED CARRIED

9. ORDINANCE NO. 23-O-15- AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 06-27 AS APPROVED IN ORDINANCES NO. 06-O-27 AND 07-O-10 AND AMENDED IN ORDINANCES 07-O-22, 09-O-29 AND 11-O-12 APPROVING A MINOR CHANGE TO MODIFY THE PORTILLO'S HOT DOGS, LLC SIGNAGE AT ROUTE 83 AND PLAINFIELD ROAD, WILLOWBROOK TOWN CENTER (PASS)

Director Krol indicated the latest PUD (Planned Unit Development) amendment was granted under Ord. 11-O-12 for Portillo's, which relocated their drive-through entrance from the east side of the building to the northwest side of the building. This new plan will push the entrance from the main aisle to three aisles further north, with the drive-thru queue in the drive aisle closest to and parallel to Route 83.

The digital main menu board sign will be reduced in square footage from 35.28 square feet to 21.49 square feet. The pre-sell menu board sign will also be a digital sign and increase slightly in square footage to 7.17 square feet from the previously approved illuminated directional drive-through sign of 3.12 square feet.

At the Plan Commission meeting on Wednesday, August 2, the vote was 6/0 for approval of the amendment. Staff have no objections to the minor PUD amendment, nor to the additional conditions to be included in the ordinance.

Trustee Neal questioned if IDOT (Illinois Department of Transportation) had any concerns with the proposed signage. Director Krol stated not for this project. He also noted that the public hearing was advertised in the newspaper and a sign was posted on the subject property. Staff received no questions, comments, or objections prior to the hearing and no one from the public attended.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to pass Ordinance No. 23-0-15 as presented.

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

MOTION DECLARED CARRIED

10. RESOLUTION NO. 23-R-45 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO FALCOS LANDSCAPING, INC. FOR THE CHERRY TREE LANE SIDEWALK INSTALLATION PROJECT (ADOPT)

As part of the 2023-24 budget, the Village Board approved funding of \$75,000 to complete a sidewalk along Cherry Tree Lane that will primarily benefit the neighborhood near Gower West.

Foreman Passero stated that, at the bid opening on July 19, 2023, seven bids were received. The lowest responsible bidder was Falco's Landscaping. Falco's Landscaping has done numerous sidewalk projects for Willowbrook in the past and has recently been awarded our concrete flatwork contract.

Falco's bid was \$65,018.75 resulting in a savings of \$9,981.25. Staff recommends approval and award of the contract to Falco's Landscaping.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution No. 23-R-45 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

11. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Page 9
Village Board Minutes
August 14, 2023

Trustee Davi had no report.

Trustee Astrella had no report.

12. ATTORNEY'S REPORT

Attorney Durkin had no report.

13. CLERK'S REPORT

Clerk Hahn had no report.

14. ADMINISTRATOR'S REPORT

Administrator Halloran mentioned that there will be Open Houses in October for next year's park projects.

15. MAYOR'S REPORT

Mayor Trilla encouraged the Board members to attend the Park events.

16. EXECUTIVE SESSION

There is no need for an executive session this evening.

17. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adjourn the Regular Meeting at the hour of 6:59 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

August 28, 2023

GENERAL CORPORATE FUND	-----	\$ 60,311.23
WATER FUND	-----	\$ 5,994.98
CAPITAL PROJECT FUND	-----	\$ 184,895.00
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$ 6,049.00
 TOTAL WARRANTS	-----	\$ 257,250.21

Lora Flori, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/28/2023		APCH	100690	ADMINISTRATIVE CONSULTING SPECIA	FEES/DUES/SUBSCRIPTIONS	455-307	10	2,083.33
08/28/2023		APCH	100691	ADOBE SYSTEMS INC	EDP LICENSES	460-263	10	4,404.36
08/28/2023		APCH	100694	AXON ENTERPRISE, INC	AMMUNITION	630-346	30	727.30
08/28/2023		APCH	100695	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	825.00
08/28/2023		APCH	100696	BLACK GOLD SEPTIC	MAINTENANCE	725-410	35	425.00
08/28/2023		APCH	100697	CAROL O'ROURKE	PRINTING & PUBLISHING	550-302	20	1,750.00
08/28/2023		APCH	100700	COMED	ENERGY - STREET LIGHTS	745-207	35	357.62
					ENERGY - STREET LIGHTS	745-207	35	37.68
					ENERGY - STREET LIGHTS	745-207	35	183.92
					ENERGY - STREET LIGHTS	745-207	35	520.26
					ENERGY - STREET LIGHTS	745-207	35	679.89
					ENERGY - STREET LIGHTS	745-207	35	206.08
					CHECK APCHK 100700 TOTAL FOR FUND 01:			1,985.45
08/28/2023		APCH	100701#	CONNECTA SATELLITE SOLUTIONS LLC	PHONE - TELEPHONES	455-201	10	72.79
					PHONE - TELEPHONES	630-201	30	72.79
					CHECK APCHK 100701 TOTAL FOR FUND 01:			145.58
08/28/2023		APCH	100704	DMACT SERVICES, INC.	PERSONNEL RECRUITMENT	630-131	30	1,500.00
08/28/2023		APCH	100705	DONNA GEURIN	EDP LICENSES	815-263	40	106.20
08/28/2023		APCH	100709	FRONTLINE PUBLIC SAFETY SOLUTION	EDP LICENSES	640-263	30	1,764.00
08/28/2023		APCH	100712	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	455-201	10	462.50
08/28/2023		APCH	100713	HOUSEAL LAVIGNE ASSOCIATES LLC	SPECIAL PROJECTS	810-305	40	2,075.00
08/28/2023		APCH	100715	JOHN M. CARPINO	PERSONNEL RECRUITMENT	630-131	30	1,000.00
08/28/2023		APCH	100717	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00
08/28/2023		APCH	100718	KLOEPFER CONSTRUCTION, INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,305.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,145.00
					CHECK APCHK 100718 TOTAL FOR FUND 01:			6,450.00
08/28/2023		APCH	100721	MATHAI NEDUMGOTTIL	PARK PERMIT FEES	310-814	00	150.00
08/28/2023		APCH	100723*#	NOVOTNY ENGINEERING	FEES - ENGINEERING	720-245	35	45.00
					FEES - ENGINEERING	720-245	35	360.00
					FEES - ENGINEERING	720-245	35	1,010.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					ENGINEERING SERVICES	820-262	40	33.75
					CODE ENFORCE INSPECTION	830-119	40	33.75
					CHECK APCHK 100723 TOTAL FOR FUND 01:			1,482.50
08/28/2023	APCH	100725	OCCUPATIONAL HEALTH CENTERS		PERSONNEL RECRUITMENT	630-131	30	220.00
08/28/2023	APCH	100726	ORBIS SOLUTIONS		OFFICE SUPPLIES	455-301	10	100.00
					OFFICE SUPPLIES	455-301	10	80.00
					CONTINGENCIES	490-799	10	6,091.44
					CHECK APCHK 100726 TOTAL FOR FUND 01:			6,271.44
08/28/2023	APCH	100727	RAGS ELECTRIC, INC		MAINTENANCE	725-410	35	257.00
08/28/2023	APCH	100728	RAY O'HERRON CO., INC.		UNIFORMS	630-345	30	438.96
					UNIFORMS	630-345	30	698.94
					OPERATING EQUIPMENT	630-401	30	(164.95)
					CHECK APCHK 100728 TOTAL FOR FUND 01:			972.95
08/28/2023	APCH	100729	RISA SANCHEZ		PARK PERMIT FEES	310-814	00	300.00
08/28/2023	APCH	100730	ROSE ALCANTARA		PARK PERMIT FEES	310-814	00	200.00
08/28/2023	APCH	100731	SAFEBOILT, LLC		BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	2,344.16
					BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	3,359.20
					CHECK APCHK 100731 TOTAL FOR FUND 01:			5,703.36
08/28/2023	APCH	100733	SECRETARY OF STATE		MAINTENANCE - VEHICLES	630-409	30	151.00
08/28/2023	APCH	100734	SECURITAS TECHNOLOGY CORPORATION		MAINTENANCE - BUILDING	466-228	10	468.00
08/28/2023	APCH	100736*#	STONE WHEEL, INC.		MAINTENANCE - BUILDING	630-228	30	74.40
					MAINTENANCE - BUILDING	630-228	30	144.80
					MAINTENANCE - BUILDING	630-228	30	430.87
					CHECK APCHK 100736 TOTAL FOR FUND 01:			650.07
08/28/2023	APCH	100737	SUSTAINOVATION		FEES/DUES/SUBSCRIPTIONS	455-307	10	7,200.00
08/28/2023	APCH	100738*#	TAMELING INDUSTRIES		STREET IMPROVEMENTS	765-685	35	868.50
08/28/2023	APCH	100739	THOMAS REASONER		PERSONNEL RECRUITMENT	630-131	30	1,000.00
08/28/2023	APCH	100740	THOMPSON ELEV. INSPECT. SERVICE		ELEVATOR INSPECTION	830-117	40	43.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					ELEVATOR INSPECTION	830-117	40	86.00
					CHECK APCHK 100740 TOTAL FOR FUND 01:			129.00
08/28/2023	APCH	100741	TKB ASSOCIATES INC		DOCUMENT STORAGE/SCANNING	460-267	10	5,839.40
08/28/2023	APCH	100742	UNDERGROUND PIPE & VALVE, CO.		STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,048.00
08/28/2023	APCH	100743	WAREHOUSE DIRECT, INC.		OFFICE SUPPLIES	455-301	10	5.99
08/28/2023	APCH	100744	WB-BURR RIDGE SPORTS PREF CTR LL		ACTIVE ADULT PROGRAM	590-517	20	285.30
08/28/2023	APCH	100745	WLBK BURR RIDGE CHAMBER OF COM		SCHOOLS/CONFERENCES/TRAVEL	410-304	05	105.00
					Total for fund 01 GENERAL FUND			60,311.23

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
08/28/2023		APCH	100689	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	144.46
08/28/2023		APCH	100692	ALARM DETECTION SYSTEMS INC	PHONE - TELEPHONES	401-201	50	261.27
					PHONE - TELEPHONES	401-201	50	377.88
					PHONE - TELEPHONES	401-201	50	224.94
					CHECK APCHK 100692 TOTAL FOR FUND 02:			864.09
08/28/2023		APCH	100693	AMES, SUE	CUSTOMER OVERPAYMENT	280-135	00	100.00
08/28/2023		APCH	100698	CARROLL CONSTRUCTION SUPPLY	STREET IMPROVEMENTS SERVICES	430-281	50	267.44
08/28/2023		APCH	100699	CASE LOTS, INC	VEHICLE MAINTENANCE	401-350	50	212.13
					VEHICLE MAINTENANCE	401-350	50	49.95
					CHECK APCHK 100699 TOTAL FOR FUND 02:			262.08
08/28/2023		APCH	100702	D.J.K. WILLOWBROOK	CUSTOMER OVERPAYMENT	280-135	00	162.31
08/28/2023		APCH	100703	DAVIS, JOHN	CUSTOMER OVERPAYMENT	280-135	00	82.49
08/28/2023		APCH	100710	FU, MEIMEI	CUSTOMER OVERPAYMENT	280-135	00	130.00
08/28/2023		APCH	100711	HBK WATER METER SERVICE	NEW METERING EQUIPMENT	435-461	50	1,005.47
08/28/2023		APCH	100714	ILLINOIS PROPERTY SOLUTIONS	CUSTOMER OVERPAYMENT	280-135	00	262.20
08/28/2023		APCH	100716	JONES, GEOFF	CUSTOMER OVERPAYMENT	280-135	00	85.68
08/28/2023		APCH	100719	LADANI, MICHAEL & IELYZAVETA	CUSTOMER OVERPAYMENT	280-135	00	101.73
08/28/2023		APCH	100722	METROPOLITAN INDUSTRIES INC	PHONE - TELEPHONES	401-201	50	138.00
08/28/2023		APCH	100723*#	NOVOTNY ENGINEERING	FEES - ENGINEERING	405-245	50	990.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	90.00
					CHECK APCHK 100723 TOTAL FOR FUND 02:			1,080.00
08/28/2023		APCH	100732	SCHUURMAN, RENE & ISABELL	CUSTOMER OVERPAYMENT	280-135	00	82.49
08/28/2023		APCH	100735	SPYKSMA, JEAN	CUSTOMER OVERPAYMENT	280-135	00	82.49
08/28/2023		APCH	100736*#	STONE WHEEL, INC.	VEHICLE MAINTENANCE	401-350	50	15.48
					VEHICLE MAINTENANCE	401-350	50	32.40
					VEHICLE MAINTENANCE	401-350	50	(28.00)
					CHECK APCHK 100736 TOTAL FOR FUND 02:			19.88
08/28/2023		APCH	100738*#	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,124.17

08/24/2023 10:27 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 08/28/2023 - 08/29/2023

Page 5/7

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
<hr/>								
Fund: 02 WATER FUND								
Total for fund 02 WATER FUND 5,994.98								

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
08/28/2023		APCH	100706	DUPAGE COUNTY	COMMUNITY CENTER CONSTRUCTION	600-326	55	2,042.00
08/28/2023		APCH	100708	FALCO'S LANDSCAPING INC	RESURFACING	600-313	55	56,508.07
08/28/2023		APCH	100720	LIVING WATERS CONSULTANTS	BORSE PARK LIGHTING PROJECT	600-327	55	3,000.00
08/28/2023		APCH	100723*#	NOVOTNY ENGINEERING	ROAD PROGRAM DESIGN	600-310	55	13,902.50
					COMMUNITY CENTER CONSTRUCTION	600-326	55	1,503.75
					COMMUNITY CENTER CONSTRUCTION	600-326	55	35,300.76
					BORSE PARK LIGHTING PROJECT	600-327	55	1,503.75
					BORSE PARK LIGHTING PROJECT	600-327	55	90.00
					RIDGEMOOR PARK PROJECT	600-328	55	1,590.00
					CHECK APCHK 100723 TOTAL FOR FUND 10:			53,890.76
08/28/2023		APCH	100724	NOVOTNY ENGINEERING	RESURFACING	600-313	55	7,541.59
					COMMUNITY CENTER CONSTRUCTION	600-326	55	16,312.17
					BORSE PARK LIGHTING PROJECT	600-327	55	33,118.66
					75TH ST MAIN REPLACEMENT	600-339	55	12,481.75
					CHECK APCHK 100724 TOTAL FOR FUND 10:			69,454.17
					Total for fund 10 CAPITAL PROJECT FUND			184,895.00

08/24/2023 10:27 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 08/28/2023 - 08/29/2023

Page 7/7

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
08/28/2023		APCH	100707	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	6,049.00
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			6,049.00
					TOTAL - ALL FUNDS			257,250.21

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

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



Village of **WILLOWBROOK**

[Return to Agenda](#)

Village Administrator's Office

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.d. SUBJECT: MOTION – TRANSFER OF ARPA FUNDS	DATE: August 28, 2023
---	------------------------------

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Sean Halloran, Village Administrator
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is seeking approval of a motion to transfer American Rescue Plan Act (ARPA) funds from Phase I of the Borse Memorial Community Park Improvement Project to be used for the Midway Park Improvement Project.

BACKGROUND/SUMMARY

As the Board will recall at the August 14, 2023, Board of Trustees meeting, staff asked for and received unanimous support to transfer the surplus of the ARPA funds from Phase I of the Borse Memorial Community Park Improvement Project to the Midway Park Improvement Project.

At the November 28, 2022, Committee of the Whole meeting, the Board gave direction to staff to use the ARPA funds for the following items:

Use	Budgeted	Actual	Savings
Borse Phase I - Parking Lot	\$937,470	\$469,332	\$468,138
21-22 Police Cars	\$80,000	\$77,000	\$3,000
22-23 Police Cars	\$150,000	\$123,820	\$26,180
TOTAL	\$1,167,470	\$670,152	\$497,318

FINANCIAL IMPACT

By transferring these funds, staff is projecting a savings of \$97,318 in the General Fund.

RECOMMENDED ACTION:

Staff recommends approving the motion to transfer ARPA funds.



Village of **WILLOWBROOK**

[Return to Agenda](#)

**Parks &
Recreation**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.e. SUBJECT: MOTION – A MOTION TO GRANT A ONE-DAY CLASS C SPECIAL EVENT LIQUOR LICENSE TO THE VILLAGE OF WILLOWBROOK FOR THE MUG RUN EVENT TO BE HELD AT BORSE MEMORIAL COMMUNITY PARK ON SATURDAY, SEPTEMBER 23, 2023.	DATE: August 28, 2023
--	------------------------------

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Dustin Kleefisch, Director of Parks and Recreation
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To pass a motion for a special event liquor license for the Village of Willowbrook to host the Mug Run event at Borse Memorial Community Park on Saturday, September 23rd.

BACKGROUND/SUMMARY

The Mug Run is an event hosted by the Parks & Recreation department that began last year and was received with positive feedback from the community. It is a one-mile run or walk where participants get a mug, shirt, and three drink tickets and get to enjoy walking or running around Borse Memorial Community Park.

At the inaugural event last year, there were 38 participants. From that time, staff has received a significant amount of positive feedback regarding the event and believes it's a critical event that will continue to grow in popularity. The event this year will be hosted on Saturday, September 23rd, 2023, from 11 a.m. to 2 p.m. Staff has been in communication with Black Horizon Brewing Company, and the Village will purchase the beer from them again this year.

The special event liquor license enables the Village to apply for the Illinois liquor license which will permit staff to purchase the product from Black Horizon Brewing Company and serve it at the event.

FINANCIAL IMPACT

The funds expensed will be based upon the registrations and are currently budgeted within the Community Events account within the Parks and Recreation department's budget.

RECOMMENDED ACTION:

Staff are requesting a motion to approve the special event liquor license to host the event.



Village of **WILLOWBROOK**

[Return to Agenda](#)**Police**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.	DATE: August 28, 2023
SUBJECT: MOTION – A MOTION RATIFYING APPOINTMENT OF NICHOLAS AZZO TO THE VILLAGE OF WILLOWBROOK BOARD OF POLICE COMMISSIONERS	

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lauren Kaspar, Chief of Police
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Reappointment of Nicholas Azzo to the Village of Willowbrook Board of Police Commissioners.

BACKGROUND/SUMMARY

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

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

Candidate:	Appointment Status:	New Term Expires:
Nicholas Azzo	Reappointment	April 30, 2025

FINANCIAL IMPACT

No financial impact.

RECOMMENDED ACTION:

Pass motion.



Village of **WILLOWBROOK**

[Return to Agenda](#)

**Parks &
Recreation**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.	DATE: August 28, 2023
SUBJECT: A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AMENDMENT NUMBER 1 TO THAT CONSULTING AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND KIMLEY-HORN & ASSOCIATES, INC.	

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Dustin Kleefisch, Director of Parks and Recreation
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To approve an amendment in design and plan services for the Midway Park Improvement Project from the original contract terms that were agreed upon as a result of public feedback and alterations made to the project.

BACKGROUND/SUMMARY

In January, staff began the process of investigating firms that would be able to assist the Village in the preparation, design, and execution of bid documents for the Midway Park Project. At that time, three companies were interviewed by Director Kleefisch, Tria Architects, Hitchcock Design, and Kimley-Horn & Associates. Of the three, Kimley-Horn had the lowest reasonable price by a significant amount. The following month the agreement was signed to have Kimley-Horn assist with the following portions of the project: 1) Site furniture and materials selection, (2) Detailed site plan layout, (3) Preliminary landscape plan, (4) Estimate of probable construction costs, (5) Landscape architecture construction documents, and (6) Public meetings for a total sum fee of \$19,900.

On March 15th, the first public open house meeting was held presenting the original concept to the public. That concept had the proposed location of the pickleball courts at Midway Park. After community and resident feedback was received at the open house, it was determined that moving the pickleball courts to Borse Park was a prudent thing.

With the information from the residents, on April 27th an amendment was sent to Village staff to develop an amendment to the agreement. The amendment was to cover five tasks: (1) Site plan concepts (\$3,500): the new concepts that needed to be developed after the first public meeting, (2) Illustrative exhibits (\$3,000): illustrative documents and display boards for the May 11th open house meeting, (3) Community engagement (\$1,500): Project Manager Joe Cogswell and Associate Partner Daniel Grove would attend the open house meeting and field any questions from residents, (4) Midway Park site electrical design (\$5,000): An electrical plan would be needed and necessary for the contractor to properly place electrical components throughout the park, and (5) Midway Park detailed irrigation design (\$3,000): The proposed irrigation for the park was to cover 100% and would include proposed equipment, irrigation symbols representative of pipe and emitter type, sizes and locations, irrigation schedule and material list, irrigation details, general notes, and irrigation calculations. The total cost of this amendment was \$16,000.



At the corresponding open house meeting on May 11th, the new renderings were presented to the public for them to choose from. The community overwhelming chose option A and on May 22nd the Board of Trustees approved moving forward with that concept. Staff then began working with Kimley-Horn on bid document specifications.

With the number of changes and the speed at which changes were coming there was miscommunication between staff and Kimley-Horn about the amendment. Staff was under the impression that it was a revision of the original agreement and that we were negotiating a new price. However, the \$16,000 for the amendment was in addition to the original \$19,900 agreement. Further complicating the situation, the amendment totals were not shown on invoices from Kimley-Horn until June 30th when 100% of the work had been completed. Staff has communicated with Kimley-Horn requesting clarification and both parties recognize that the reflection of the amendment on the invoices should have been represented differently. Frustration over the length of delay in receiving the invoices, and seeing the amount given the timing of the project, was unfortunate and was something that staff shared with Kimley-Horn about their accounting department.

With the cumulative cost of the contracts exceeding the signing authority of Administrator Halloran, staff would like to request approval of the payment for Amendment 1 from Kimley-Horn & Associates.

To avoid any further miscommunication and to consolidate costs, staff has a Request for Qualifications (RFQ) available for Phase II and III of the Borse Park Improvement project right now.

FINANCIAL IMPACT

The financial commitment is \$16,000 for Kimley-Horn & Associates for Amendment 1 for the Midway Park Project.

RECOMMENDED ACTION:

Staff is requesting the approval of the resolution for Kimley-Horn & Associates for Amendment 1 for the Midway Park Project in the amount of \$16,000.

RESOLUTION NO. 23-R-__

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING
AMENDMENT NUMBER 1 TO THAT CONSULTING AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND KIMLEY-HORN & ASSOCIATES, INC.**

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) have determined that it is in the best interest of the Village to approve Amendment Number 1 to that certain Consulting Agreement by and between the Village of Willowbrook and Kimley-Horn & Associates, Inc. for consulting and design services related to the Midway Park Improvement Project.

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

SECTION 1. The foregoing recitals are found to be true and correct and are incorporated as if fully set forth herein.

SECTION 2. That Amendment Number 1 to that certain Consulting Agreement between the Village of Willowbrook and Kimley-Horn & Associates, Inc., in the amount of \$16,000.00, attached hereto as Exhibit “A” and made a part hereof, is hereby approved.

SECTION 3. The Village Mayor be and is hereby authorized and directed to execute the Amendment Number 1 on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. This resolution shall be in full force and effect from and after its passage of approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 28th day of August, 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”

AMENDMENT NUMBER 1

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 1 DATED 4/27/2023 to the agreement between Village of Willowbrook ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated 1/27/2023 ("the Agreement") concerning the proposed Midway Park Construction Documents in Willowbrook, IL. (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

VILLAGE OF WILLOWBROOK

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By:  _____

Title: Associate _____

Date: 4/27/2023 _____

Exhibit A to Amendment Number 1,

Consultant shall perform the following Additional Services:

Task 1 – Site Plan Concepts

\$3,500 Lump Sum

Kimley-Horn will prepare two revised master plan concepts of Midway Park and one master plan concept update of Borse Park for the Client. The concepts shall be prepared based on feedback and input from the Client in preparation for the public engagement. The concepts will include locations of proposed improvements and landscape buffer locations and be provided to Client for review and comment. Client comments will be addressed in the following task.

Deliverables include:

1. (2) master plan concepts of Midway Park (black and white PDF)
2. (1) master plan concept update to Borse Park (black and white PDF)

Task 2 – Illustrative Exhibits

\$3,000 Lump Sum

Kimley-Horn will revise the concepts based on Client input and prepare illustrative color graphics to communicate the three site plan concepts for Midway Park and the updated Borse Park master plan. The graphics shall be prepared at a scale and quality to be either presented on a large format mounted board or displayed digitally for PowerPoint presentation.

Deliverables include:

3. Three (3) color rendered site landscape plans of Midway Park (color PDF)
4. One (1) color rendered site landscape plan for Borse Park (color PDF)

Revisions to the color rendering for reasons including, but not limited to, site plan changes or municipal comments will be completed as Additional Services.

Task 3 – Community Engagement

\$1,500 Lump Sum

Kimley-Horn will attend one (1) community engagement meeting as a consultant to assist Client with public input and provide feedback.

Task 4 – Midway Park Site Electrical Design

\$5,000 Lump Sum

Kimley-Horn will prepare a Site Electrical Plan for the project, which will show power to locations of a panel in prefabricated shelter (by others), scoreboard interconnect and convenience receptacle for monument sign. Power for panel (by others) will come from utility. Other site devices will be fed from power panel. The plan(s) will illustrate approximate location of electrical panel and depict spare conduit for future circuits (conduit quantity, size and location proved by owner). The building/shelter design will be designed and sealed by others. It is understood that electrical plans for the building/shelter will be provided to Kimley-Horn prior to design. Coordination with ComEd is assumed to be done by Owner.

Task 5 – Midway Park Detailed Irrigation Design
\$3,000 Lump Sum

Kimley-Horn will portray irrigation connection, mainlines, sleeves, lateral lines and emitters for 100% coverage. The plans will consist of irrigation details, notes, calculations, and emitter information for areas of improvement only. The plan assumes the improvements will tie into new irrigation meters and backflows designed by others. This plan will include:

1. Location of existing and proposed relevant irrigation equipment.
2. Irrigation symbols representative of pipe and emitter type, sizes, and locations.
3. Irrigation schedule / irrigation material list
4. Irrigation details
5. General irrigation notes
6. Irrigation calculations (if applicable)

Plan deliverables for the aforementioned tasks will consist of:

- Final Irrigation Plan(s) (black-and-white PDF)
- Revise the aforementioned Plan(s) up to one (1) time based on municipal comment, and/or minor site plan changes.

Task	Task Description	Fee	Fee Type
1.	Site Plan Concepts	\$3,500	Lump Sum
2.	Illustrative Exhibits	\$3,000	Lump Sum
3.	Community Engagement	\$1,500	Lump Sum
4.	Midway Park – Site Electrical Design	\$5,000	Lump Sum
5.	Midway Park – Detailed Irrigation Design	\$3,000	Lump Sum
	Estimated Total (w/o expenses)	\$16,000	Lump Sum



Village of **WILLOWBROOK**

Village Administrator's Office

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.	DATE: August 28, 2023
SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING A MASTER SOFTWARE LICENSE AGREEMENT BY AND BETWEEN DACRA TECH, LLC AND THE VILLAGE OF WILLOWBROOK	

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Alex Arteaga, Assistant to the Village Administrator
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Village staff has been reviewing the establishment of a Local Administrative Adjudication process for adjudicating certain municipal code violations as permitted by state statute. At the July 24th Committee of the Whole meeting, staff received unanimous support from the Board to implement the Local Administrative Adjudication process this year. Staff is requesting that the Board of Trustees contract DACRA Tech, LLC for Administrative Adjudication Software.

BACKGROUND/SUMMARY

As outlined at the July 24th Committee of the Whole meeting, the primary benefit of local adjudication is to create an effective and efficient process for municipal code compliance and resolution. Additionally, all fines and costs assessed would be retained by the Village, not disproportionately distributed to the County as it currently stands.

Certain violations would be eligible to be adjudicated through the Village's Administrative Adjudication, including curfews, seat belts, overweight limits, vegetation, animal control, solicitation, zoning, stormwater, and sanitation.

Staff is seeking to implement an alternative form of adjudication (administrative), adopting a system of administrative adjudication, to be used in conjunction with judicial adjudication to address Village code violations.

A Municipal Enforcement Adjudication Software RFP was released by Village staff on July 3rd with bids due on July 26th. Since no bids were received by the time of the bid opening, staff opted to proceed with DACRA Tech's quote that was provided on May 9th.

Should the Board of Trustees approve this contract with DACRA Tech, staff will proceed with establishing Administrative Adjudication for the Village, including a review of various local establishing ordinances, developing an establishing ordinance, and a review of current fee/fine structures. These items will be brought back to the Village Board for review and direction in the coming months.

**FINANCIAL IMPACT**

The quoted cost for DACRA Tech administrative adjudication software is \$1,500 per month. During the first year of implementation, DACRA Tech typically charges a \$10,000 implementation/training/integration fee, however, this fee was waived for the Village of Willowbrook. In total, DACRA Tech administrative adjudication software will cost the Village of Willowbrook \$18,000 annually moving forward.

Since this item was not budgeted, it will be expensed out of the Village Administrator's Office's – Contingency account.

RECOMMENDED ACTION:

Staff recommends the Village proceed with awarding an Administrative Adjudication Software contract to DACRA Tech.

RESOLUTION NO. 23-R-____

**A RESOLUTION APPROVING AND AUTHORIZING
A MASTER SOFTWARE LICENSE AGREEMENT BY AND BETWEEN
DACRA TECH, LLC AND THE VILLAGE OF WILLOWBROOK**

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village to approve an agreement with DACRA Tech, LLC for the acquisition and utilization of certain computer software for use in conjunction with the Village's ordinance enforcement and compliance operations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Proposal and Agreement from DACRA Tech, LLC, attached hereto as Exhibit "A", is hereby approved.

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

BE IT FURTHER RESOLVED that this Resolution shall be effective from and after its passage and approval as provided by law.

PASSED and APPROVED this 28th day of August, 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”

DACRA AGREEMENT

DACRA TECH LLC MASTER SOFTWARE LICENSING AGREEMENT

This MASTER SOFTWARE LICENSING AGREEMENT (this “**Agreement**”) September 1, 2023 (the “**Effective Date**”) by and between Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, a Delaware limited liability company, (“**Dacra**”), and **Village of Willowbrook** (the “**Municipality**”), and together with DACRA collectively, the “**parties**”).

RECITALS

WHEREAS, Dacra is engaged in the business of developing, managing and deploying municipal software applications, including but not limited to, a flagship citation issuance and adjudication system as well as other software tools and services including, e-Citation, Adjudication, Tow Management, and Fine Payment Processes; and

WHEREAS, the Municipality desires to utilize certain services of Dacra under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement and in consideration for the use of the Services by the Municipality;

AGREEMENT

1. **Standard Terms and Conditions.** The parties hereby incorporate by reference into this Agreement the foregoing recitals as well as the Master Terms and Conditions as set forth within **Exhibit A** (the “**Master Terms and Conditions**”).

2. **Services.** The Municipality hereby retains certain software services from Dacra as set forth within **Exhibit B** (the “**Services**”).

3. **Pricing.** In exchange for the use of the Services, the Municipality will be billed Fees as set forth within **Exhibit C** (the “**Fees**”).

4. **Term.** The term of this Agreement (the “**Term**”) shall be one (1) year and shall commence on the Effective Date. This Term of this Agreement shall automatically renew for successive periods of one year each at the then current pricing absent written notice by one party to the other party not less than 120 days prior to the expiration of the Term then in effect. Municipality will be notified of the then current pricing no less than 120 days prior to the expiration of the term.

5. **Notices.** Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered; or mailed by prepaid, certified mail, or courier; or transmitted by electronic mail transmission (including PDF) to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

If to the Municipality:

Village of Willowbrook
Attention: TBD
7760 S. Quincy Street
Willowbrook, IL. 60527
Email: TBD

If to Dacra:

Dacra Tech, LLC
Attention: Dave Braner, CEO
450 Devon Avenue, Suite 100
Itasca, IL. 60143
Email: David.Braner@Dacratech.com

6. **Contractor Certifications.** Dacra agrees to execute and comply with the Contractor Certifications attached hereto as Exhibit “D”. The municipality relies on the Certifications as a material representation of fact.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Dacra Tech, LLC
a Delaware limited liability company

By: _____

Name (print):

Title:

Date:

Village of Willowbrook
an Illinois municipal corporation

By: _____

Name: Frank Trilla

Title: Mayor

Date: August 28, 2023

[Signature page to Master Software Licensing Agreement]

EXHIBIT A
MASTER TERMS AND CONDITIONS

A. Limited License Granted

Municipality is hereby granted during the Term of this Agreement, a nonexclusive, non-assignable, royalty free, limited license (the “**License**”) to use the Services (including access to any software owned by Dacra as encompassed within the Services) solely for the Municipality’s ordinance violations and Village code compliance purposes and subject to the terms of the Agreement.

B. Third-Party Agreements

Municipality hereby agrees that it may be required to enter into one or more additional contracts at the sole expense of Municipality with one or more third-party vendors in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

C. Data

Municipality at all times will retain sole ownership of its Municipal Data. The term “**Municipal Data**” refers to all citation and hearing data collected on behalf of the Municipality with respect to the Services. Dacra at all times retains the right and license during the Term to access the Municipal Data and to grant third parties access to the Municipal Data in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

D. Dacra’s Intellectual Property

Dacra or its licensors retain all ownership and Intellectual Property Rights in and to the Services, including any software, algorithms, programs, tools, code or instrumentalities encompassed therein in any manner and/or relating to the Services as utilized by the Municipality. Additionally, Dacra retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement, including any future developments thereof, regardless of whether any Municipal employees or agents, had any input or in any way assisted in any such new development. Municipality hereby acknowledges that it may not:

- (i) Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted in writing by Dacra;
- (ii) Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any materials provided by Dacra; and
- (iii) Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

As utilized herein, the phrase “**Intellectual Property Rights**” shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the “**USPTO**”), through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or the Defend Trade Secrets Act of 2016.

E. Further Assurances

Municipality further agrees at any time in the future and upon request by Dacra, to execute any further documentation as may be reasonably necessary to effectuate the intent of the parties to this Agreement in

accordance with the terms of this paragraph D, including, without limitation, a future assignment of Intellectual Property Rights.

F. Pricing and Billing

The Fee set forth in the Agreement will remain fixed during the Term absent a written amendment signed by the parties. Municipality agrees to pay any sales, value-added or other similar taxes imposed by applicable law that Dacra must pay based on the Services, except taxes based on Dacra's income. For any partial month during the Term, the Fees shall be prorated based on the number of days that the Services were provided for such month. Dacra may audit Municipality's use of the Services. Municipality hereby agrees to cooperate with Dacra's audit and provide reasonable assistance and access to information. All payments shall be made in accordance with the Illinois Local Government prompt Payment Act (50 ILCS 505/1-9).

G. Termination

Municipality may terminate this agreement at any time with 90 day written notice provided. Dacra may immediately suspend the License in the event: (i) Municipality fails to pay any sums due Dacra under the Agreement within ten (10) days after written notice from Dacra of the payment default, or (ii) in the event of a breach of this Agreement by Municipality which is not cured within 10 days of written notice thereof. In the event of such termination, Municipality agrees to pay all fees due Dacra which accrue or are incurred prior to the termination of the Agreement.

H. Intellectual Property Warranty and Limitation of Liability

DACRA EXPRESSLY WARRANTS TO MUNICIPALITY THAT THE SERVICES PROVIDED BY DACRA UNDER THE TERMS OF THIS AGREEMENT SHALL NOT INFRINGE UPON ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, (THE "INTELLECTUAL PROPERTY WARRANTY"). AS UTILIZED HEREIN, THE PHRASE "INTELLECTUAL PROPERTY RIGHT", SHALL REFER TO ANY COPYRIGHT, TRADEMARK, PATENT AND/OR TRADE SECRET WHETHER ARISING BY COMMON LAW OR BY REGISTRATION WITH THE UNITED STATES PATENT & TRADEMARK OFFICE AND/OR LIBRARY OF CONGRESS).

WITH THE EXCEPTION OF THE AFOREMENTIONED INTELLECTUAL PROPERTY WARRANTY AND TO THE EXTENT NOT PROHIBITED BY LAW, DACRA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED REGARDING THE SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. DACRA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS.

I. Other

- (i) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- (ii) Upon the full execution of this Agreement, all prior agreements, if any, shall terminate and be of no further force and effect, and shall be superseded and replaced in their entirety by this Agreement.
- (iii) Dacra may assign this Agreement by providing written notice of the assignee who will

assume Dacra's obligations under this Agreement. Municipality may not assign this Agreement without Dacra's prior written consent, which may be withheld in the sole discretion of Dacra.

- (iv) Municipality shall obtain at its sole expense any rights and consents from third-parties necessary for Dacra and its subcontractors to perform the Services under the Agreement.
- (v) The Agreement is governed by the substantive and procedural laws of Illinois. All disputes shall be resolved solely in the Circuit Court of DuPage County, Illinois.
- (vi) Except for actions for nonpayment or breach of Dacra's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.
- (vii) Neither party to this Agreement shall be responsible for failure or delay of performance if caused by: an act of war, hostility, pandemic, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.
- (viii) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.
- (ix) Upon written consent of Municipality, Dacra may publish that the Municipality utilizes one or more Services of Dacra.

J. Maintenance and Support

Dacra shall provide the following maintenance and support as a component of the Services using guidelines, structures, and materials meeting the following criteria:

- (i) Training. As part of the start-up and implementation phase of the delivered Services, all users will be trained on the use of the Services through a combination of in-person and/or webinars and recorded training video sessions for all users not able to participate in the initial training sessions. Additional training provided beyond the start-up phase will be quoted and agreed to in writing.
- (ii) Support. Dacra shall provide access to live support to a designated user of Municipality available via e-mail or phone during Dacra's normal business hours. The Dacra support team will be fluent in the functionality of the system.
- (iii) Exclusions. Dacra updates the Service on an as needed basis from time-to-time to implement bug fixes, if any, and enhanced functionality to the existing Service such as additional reporting and enhanced user interface. Notwithstanding the forgoing, all provision and maintenance of hardware and software, including but not limited to laptop computers, desktop computers, printers, modems & routers and software to operate the hardware such as operating systems, and browsers [Google Chrome, Microsoft Edge, IOS] necessary to run the Service, are the sole cost and responsibility of Municipality.

1. Continuity of Service. Dacra, as part of its commitment to the continuity of the Services, shall maintain the following service level that details the minimum customer support standards to be followed for issues, both major and minor, as well as, any modifications made to the Service from time-to-time. As part of the Service, Dacra will create an alert email distribution group for use by the Municipality to send notification of issues as they arise. Municipality may also contact Dacra via phone.

Dacra will respond to Municipality initiated issues in accordance with the following levels:

- (i) MAJOR - The Service is down or precludes the Municipality from successful operation of the total system and requires immediate attention (the “Downtime”) (for example, the Municipality is unable to connect, via an approved internet browser, to the Service).
- (ii) MINOR - A minor issue exists with the Service, but the majority of the functions are still usable, and some circumvention may be required to provide service (for example, subcommand gives an incorrect response). Also includes minor issues or questions that do not affect the Service function (for example, the text of a message is worded poorly or misspelled).

2. Uptime Initiative. Dacra shall make reasonable efforts to maintain the Services such that the Services will be operational and accessible by the Municipality’s users a minimum of 99% of the time, not including maintenance which will be scheduled with Municipality in advance and will be kept to an absolute minimum.

K. Insurance Requirements

Dacra shall maintain during the entire term of the Agreement, the following insurance coverages:

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- b. Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 “any auto” and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- c. Professional Liability/Malpractice Liability policy; and
- d. Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability insurance.

2. Minimum Limits of Insurance

The Dacra shall maintain limits no less than:

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- b. Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.
- c. Worker’s Compensation and Employers’ Liability: Worker’s Compensation limits of \$1,000,000 and as Employers’ Liability limits of \$500,000 per accident.
- d. Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 per person, per aggregate.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Municipality.

4. Other Insurance Provisions

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

5. Acceptability of Insurers

The insurance carrier used by Dacra shall have a minimum insurance rating of A VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

6. Verification of Coverage

The Dacra shall furnish the Municipality with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies.

L. Indemnification

To the fullest extent permitted by law, Dacra shall indemnify and hold harmless the Municipality, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Municipality, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of the Services by Dacra, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the Municipality, its officials, employees and volunteers. If any judgment shall be rendered against the Municipality, its officials, agents, employees and volunteers, in any such action, Dacra shall, at its own expense, satisfy and discharge the same.

To the fullest extent permitted by law, the Municipality shall indemnify and hold harmless Dacra, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against Dacra, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful conduct by the Municipality, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of Dacra, its officials, employees and volunteers. If any judgment shall be rendered against Dacra, its officials, agents, employees and volunteers, in any such action, the Municipality shall, at its own expense, satisfy and discharge the same.

EXHIBIT B

SERVICES REQUESTED BY MUNICIPALITY

The Dacra Services included in this Agreement is the Municipal Enforcement Adjudication Module, which will be deployed to the Municipality with the functionality stated hereunder.

DACRA MUNICIPAL ENFORCEMENT SYSTEM FEATURES – JANUARY 31, 2023

Dacra System Architecture and Security

- **Architecture**
 - Web-based platform that works on standard hardware
 - .NET stack with SQL back end separated from the front end via entity framework services
 - Bi-directional sync data integration with IUCS LEADER
 - JSON APIs available as well as numerous government and public safety software system integrations
- **Security**
 - Dacra is hosted in Azure Government Cloud, a restricted cloud dedicated to government services. Azure Government Cloud provides the highest level of security and compliance to include SOC2, PCI, ISO, etc.
 - Criminal Justice Information Services (CJIS) compliant
 - Single Sign On (SSO) authentication available
 - Extensive citation auditing features, tracks changes to a citation after it has been issued, recording both original and changed values, the logged in user, and date and time of any change
- **Hardware Required**
 - Requires Google Chrome/ Microsoft Edge access
 - Windows based devices required is utilizing LEADS integrated
 - iPads preferred for handheld ticketing
 - Compatible with either 4" or 8 1/2" Printers

Municipal Enforcement Adjudication Module

- **Municipal Enforcement Citation Tools:** Create local ordinance administrative adjudication cases easily with features customized for the following:
 - Local Ordinance/Compliance/Animal/Building Code Ticketing
 - "3-Click" Parking Ticketing
 - Unpaid Utility/Ambulance Fee Violations
 - Citation Auditing and Tools
- **Complete Hearing Management Tools:** Efficiently manage violation notices, unified administrative hearings, and final determination notices with features such as:
 - Variable Hearing Notices by Department
 - Multiple Concerned Party Notification
 - Hearing Room Management and FDO Issuance
 - Batch Process Hearing Officer Tools
- **Extensive Fine Tracking and Payment Tools:** Dacra automatically monitors unpaid citations and escalates fines accordingly. Along the way fines can be paid through a variety of in-person and online tools and integrations.
 - Complex Fine Structure Tracking
 - Online Payments with Partial Payment Capability

DACRA 3rd Party Integrations

- **API/Interface Set-Up and Configuration:** Dacra integrations will provide omni-directional or bi-directional interfaces to 3rd party vendors to increase the efficiency of the System. The functionality is defined hereunder with associated pricing defined in **Exhibit C**.

EXHIBIT C
FEES PAID BY MUNICIPALITY

In exchange for the use of the Dacra Services included in **Exhibit B**, Municipality will pay Fees including a Monthly Service Fee, and applicable Integration Fee(s) hereunder:

A. Monthly Service Fee: In exchange for the monthly use of the Services defined in **Exhibit B**, and upon execution of this agreement, Municipality will be billed a Monthly Service Fee calculated by totaling the below Monthly Licensing Fee for the modules licensed, and the Monthly Usage Fee for citations issued that month:

Monthly Service Fee = Monthly Licensing Fee + Monthly Usage Fee	Monthly Service Fee
Monthly Licensing Fee – Adjudication Module	
- Year 1: Effective Date – September 1, 2023 – September 1, 2024	\$1,500
Monthly Usage Fee – Calculated by totaling fees for citations issued that month:	
- Adjudication Citations Issued That Month –500 included at no cost	\$3 each
- State Citations Issued That Month –500 included at no cost	\$1 each

B. Integration Fee(s): In exchange for development, configuration, and maintenance of the custom APIs and interfaces defined in **Exhibit B** the Municipality will be billed upon go-live of the interface, with annual maintenance billed in conjunction with the next agreement execution anniversary:

Additional Fee Description	One-Time Fee	Monthly Maintenance Fee
CAD Interface with Hexagon	Waived	Waived
Use of DACRA APIs for Data Transfer	Waived	Waived

EXHIBIT D
CERTIFICATION OF CONTRACTOR

The assurances hereinafter made by Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, (“Dacra”) (hereinafter the “Contractor”) are each a material representation of fact upon which reliance is placed by the Village of Willowbrook in entering into the contract with the Contractor. The Village of Willowbrook may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, _____, hereby certify that I am the _____ of
(*Name of Owner or Officer*) (*Title or Office*)

_____, and as such, hereby represent and warrant to the
(*Name of Contractor*)

VILLAGE OF WILLOWBROOK, a municipal corporation, (hereinafter the “Village”) that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (a) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (b) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (c) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village, that:

- (A) the Contractor, shall comply with all applicable provisions of the Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) the Contractor is in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;
- (D) the Contractor is in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, Dacra may be declared ineligible for future contracts with the Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- (E) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor’s stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child

of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;

- (F) no officer or employee of the Village 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 Section 2-327 of the Municipal Code of the Village of Willowbrook;
- (G) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-327 of the Municipal Code of the Village of Willowbrook;
- (H) 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 and 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;
- (I) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, upon request from the Village, the Contractor shall review its records and promptly produce to the Village any records in the Contractor's possession that the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.

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

Dated: _____, 2023 Contractor: _____

By: _____

STATE OF _____, _____,
(Name of Owner or Officer (Title or Office))
COUNTY OF _____)

Dated: _____, 2023

Notary Public



**Village of
WILLOWBROOK**

Police

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 9. SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE AN AGREEMENT WITH PARVIN-CLAUSS SIGN COMPANY, INC. TO CONSTRUCT AND INSTALL POLICE TRAINING SIGNAGE	DATE: August 28, 2023
---	------------------------------

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lauren Kaspar, Chief of Police
 Ben Kadolph, Deputy Chief of Police
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Village staff is requesting approval to purchase signage for the Police Department training room.

BACKGROUND/SUMMARY

The Village's Capital Improvement program represents a commitment to future financial planning and aids in investment in various Village infrastructure projects. In fiscal year 2023-2024, the Board of Trustees approved funding for several Capital Improvement Projects. One of the Capital Improvement Projects budgeted for was signage for the Police Department training room.

With the opening of the Community Resource Center and Village Board Room, staff would like to begin using the Police Department training facility to host various classes to expand the Village's training partnerships with surrounding law enforcement jurisdictions. Staff believes that the implementation of the signage will add to the professional look of the space and give the department the recognition it deserves while hosting these various courses. To maintain uniformity, staff sought a proposal from the Village's preferred signage vendor, Parvin-Clauss. After several modifications to the proposal, a design was developed which is both cost-effective and achieves the desired look for the space.

FINANCIAL IMPACT

The original amount budgeted for this project was \$12,000. After the modifications mentioned above and removal of unnecessary upgrades, staff was able to lower the proposal cost to \$3,784.00, resulting in a savings of \$8,216, significantly under budget. The funds for the obligation of this purchase agreement are available in the Police Department 2023-24 budget under line item 10-55-600-329 Capital Maintenance – Signage Training Room.

RECOMMENDED ACTION:

Adopt the resolution.



RESOLUTION NO. 23-R-__

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

WHEREAS, the Village of Willowbrook (“Village”) issued requests for proposals for the design, fabrication and installation of signage for the Village’s Police Training Room (the “Project”); and

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

WHEREAS, Parvin-Clauss Sign Company, Inc. has submitted sign renderings acceptable to the Village; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the Village to enter into an agreement with Parvin-Clauss Sign Company, Inc. for the fabrication and installation of signage for the Village’s Police Training Room upon the terms and conditions set forth in the Proposal and Agreement attached hereto as Exhibit “A”, and made a part hereof all at a total cost of Three Thousand Seven Hundred Eighty-Four and 00/100ths Dollars (\$3,784.00).

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and APPROVED this 28th day of August, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

PARVIN-CLAUSS AGREEMENT

C O N T R A C T

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

1. The Village of Willowbrook has found it to be in the best interests of the Village to enter into an agreement with Contractor for the fabrication/construction and installation of one (1) sign for the Village’s Police Training Room, as detailed on the Police Training Room Sign Rendering attached hereto as Exhibit “A” and incorporated herein by reference.
2. Contractor has submitted a proposal to the Village. Such proposal, including all terms, conditions, requirements and specifications contained therein are incorporated into this Agreement as “Exhibit B” and expressly made a part of this Agreement as if each term, condition and requirement of said proposal was repeated herein verbatim. In the event any inconsistent terms are contained in this Agreement and “Exhibit B”, this Agreement shall control.
3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.
4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding

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

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner in an amount expected not to exceed Three Thousand Seven Hundred Eighty-Four and 00/100ths Dollars (\$3,784.00). Payment shall be in accord with the provisions of the proposal.

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

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

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

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

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

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Director of Labor of the State of Illinois and his deputies and agents at all reasonable hours at a location within this State. Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department of Labor.

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

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

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

A. Publishing a statement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Insurance requirements shall be as follows:

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

B. Coverage shall be at least as broad as:

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

C. Contractor shall maintain limits no less than:

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

(5) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(6) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.

D. The policies are to contain, or be endorsed to contain the following provisions:

(1) Commercial General Liability and Automobile Liability Coverages:

(a) The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.

(b) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.

(d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

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

(3) All Coverages:

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

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

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

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

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

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

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

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

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

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

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

25. Time is of the essence of this Contract.

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

Contractor:

PARVIN-CLAUSS SIGN COMPANY, INC.

By: _____

Robert A. Clauss, President
and its duly authorized agent

ATTEST:

Title:

VILLAGE OF WILLOWBROOK

By: _____

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn,
Village Clerk

EXHIBIT "A"

PARVIN-CLAUSS POLICE TRAINING ROOM SIGN RENDERING

PROJECT:



7760 Quincy Street
WILLOWBROOK

CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

House / KZ

DRAWN BY

Bill Goodwyn

DATE

8.10.22

SCALE

1" = 1'

SHEET NO.

1 of 1

ESTIMATE / JOB NUMBER

10486 / TBD

FILE NAME

WIL10486

REVISIONS:

¹ 8.12.22

² 7.12.23

³ 7.20.23

⁴

⁵

⁶

⁷

⁸

⁹

¹⁰

WILLOWBROOK



POLICE DEPARTMENT

(1) set FCO graphics with 2'-4" x 2'-4" wall sign

Copy: 1/4" thick FCO acrylic Chemetal 910 Satin Gold Aluminum laminate on faces, horizontal grain, return painted MAP 46400SP Brilliant Gold

Backer panel: 1/2" thick acrylic, painted Satin Black

Badge: 1/2" thick acrylic, Chemetal 910 Satin Gold Aluminum laminate on face, horizontal grain, return painted MAP 46400SP Brilliant Gold, H.P. Matte Black vinyl details

State of Illinois Seal: full color print on H.P. Matte White vinyl, applied

Mounting: flush on interior wall w/ threaded studs



This sign is built to UL Standards
for operation in North America.

This Document is owned by, and the information contained in it is proprietary to, Parvin-Clauss Sign Company. By receipt hereof the holder agrees not to use the information, disclose it to any third party, nor reproduce this document without the prior written consent of Parvin-Clauss Sign Company. Holder also agrees to immediately return this document upon request of Parvin-Clauss Sign Company."

© Copyright 2022 by Parvin-Clauss Sign Co.

EXHIBIT “B”

PARVIN-CLAUSS PROPOSAL

ISSUE PO TO

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

PROPOSAL

ESTIMATE NUMBER: 10486 REVISION: C
 DATE: 7/20/2023
 Valid for 60 Days

BILL TO

Willowbrook Police Department
 7760 Quincy Street
 Willowbrook, IL 60527

SHIP TO

Willowbrook Police Department
 7760 Quincy Street
 Willowbrook, IL 60527

CUST. NO.	TERMS	SALESPERSON	FOB
003159	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

DESCRIPTION	QUANTITY QUOTED	UOM	UNIT PRICE	TOTAL PRICE
<p>VPCHANREVHALO OPTION - FCO Wall Sign</p> <p>Furnish and install (1) set of 6" tall x 1/4" thick painted FCO acrylic letters reading "WILLOWBROOK POLICE DEPARTMENT" with applied Brushed Gold laminate and painted returns, attach flush to interior wall.</p> <p>Furnish and install (1) 2'-4" tall x 1/2" thick painted FCO acrylic backer, with attached /2" thick painted FCO acrylic badge featuring Chemetal face with applied digitally printed vinyl graphic. Attach flush to interior wall.</p> <p>Reference: Parvin-Clauss Sign drawing WIL10486, revised 7.20.23,</p>	1	EA	\$3,784.00	\$3,784.00

SUBTOTAL: \$3,784.00

TOTAL ESTIMATED TAXES: \$0.00

TOTAL FOR PROPOSAL: \$3,784.00

ISSUE PO TO

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

PROPOSAL

ESTIMATE NUMBER: 10486 REVISION: C
DATE: 7/20/2023
Valid for 60 Days

BILL TO

Willowbrook Police Department
7760 Quincy Street
Willowbrook, IL 60527

SHIP TO

Willowbrook Police Department
7760 Quincy Street
Willowbrook, IL 60527

CUST. NO.	TERMS	SALESPERSON	FOB
003159	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

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

Pricing shown does not include:

Any engineering required by the local municipality.

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

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

Freight Charges are calculated FOB Carol Stream, IL.

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

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

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

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

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

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

ISSUE PO TO

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

PROPOSAL

ESTIMATE NUMBER: 10486 REVISION: C
DATE: 7/20/2023
Valid for 60 Days

BILL TO

Willowbrook Police Department
7760 Quincy Street
Willowbrook, IL 60527

SHIP TO

Willowbrook Police Department
7760 Quincy Street
Willowbrook, IL 60527

CUST. NO.	TERMS	SALESPERSON	FOB
003159	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

TERMS AND CONDITIONS

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

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

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

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

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

(b) herein, shall bear interest at the rate of 18% per annum accumulated monthly provided that such delinquent charges shall be at least \$1 per month.

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

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

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

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

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

ISSUE PO TO

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

PROPOSAL

ESTIMATE NUMBER: 10486 REVISION: C
DATE: 7/20/2023
Valid for 60 Days

BILL TO

Willowbrook Police Department
7760 Quincy Street
Willowbrook, IL 60527

SHIP TO

Willowbrook Police Department
7760 Quincy Street
Willowbrook, IL 60527

CUST. NO.	TERMS	SALESPERSON	FOB
003159	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

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

X _____



Village of **WILLOWBROOK**

[Return to Agenda](#)**Police**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 10.	DATE: August 28, 2023
SUBJECT: A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE PROPOSAL AND APPROVING AND ACCEPTING THE PURCHASE OF CERTAIN FIREARMS AND RELATED EQUIPMENT FROM KIESLER POLICE SUPPLY, AT A COST NOT TO EXCEED \$15,443.08, INCLUDING TRADE-IN	

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lauren Kaspar, Chief of Police
Ben Kadolph, Deputy Chief of Police
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Village staff is requesting approval to purchase new department-issued firearms and accessories for the Police Department.

BACKGROUND/SUMMARY

The last time the Willowbrook Police Department replaced the entire stock of department-issued firearms was in 2006. Since 2006, many firearms upgrades and trade-ins have occurred, but most of the remaining weapons are around 10 years old and are beyond their lifespan due to the frequency of their use. The current firearm stock contains a mixture of 9mm and .45 caliber weapons. With the increasing popularity of 9mm firearms amongst department members, staff began researching the possibility of replacing the current .45 caliber firearms. During the fiscal year 23/24 budget process, staff earmarked funds in the Capital Improvement Project budget to explore various purchase options.

Over the past few decades, many agencies transitioned to larger caliber weapons with the belief that the ammunition was more effective, however, that trend has reversed over the last few years. A recent study by the Federal Bureau of Investigation (FBI) examines the differences between larger caliber weapons versus the smaller caliber 9mm. The study shows that larger caliber weapons, such as the Glock 21 .45 caliber handguns which make up the majority of the current department weapon stock, have several disadvantages. The major disadvantages of larger caliber firearms are reduced magazine capacity and more recoil making the weapons more difficult to handle in a stressful situation. With advancements in the technology of 9mm ammunition, many agencies are switching back to 9mm firearms to alleviate these disadvantages. In the FBI study, the Glock Generation 5 9mm was proven to provide higher magazine capacities, more accurate shot strings, and less recoil without decreased ammunition performance.

In the spring of 2023, staff began researching several makes, models, and calibers of firearms for purchase. In July of 2023, Kiesler Police Supply brought several firearms out for staff to test and fire. After a thorough demonstration of several firearms, all patrol officers were surveyed, and the majority agreed that the Glock Gen5



45 9mm pistol was the top choice for proficiency. Staff then requested quotes from both dealers that are authorized to sell Glock law enforcement firearms packages. The quotes included 32 firearms, holsters, optics, 5 training firearms, and the trade-in of the department's current firearms and any larger caliber ammunition that would no longer be needed. Both quotes are summarized below.

FINANCIAL IMPACT

Due to the nature of the purchase, there are only two authorized firearms dealers that the manufacturer Glock works directly with for law enforcement purchases. We received quotes from both dealers and Kiesler came in lower than Ray O'Herron. Although both dealers had similar equipment costs, Kiesler offers a higher trade-in value for the department's current weapons and ammunition as the chart below outlines.

Dealer	2023/24 Budget	Purchase Total	Trade-In Credit	Total Cost
Ray O'Herron		\$35,560.24	\$11,050.00	\$24,510.24
Kiesler Police Supply	\$100,000	\$35,373.08	\$19,930.00	\$15,443.08

The original amount budgeted for this project was \$100,000.00. After the decision to purchase Glock firearms, an increase in trade-in values, and the removal of unnecessary upgrades, staff was able to lower the proposal cost to \$15,443.08, resulting in a savings of \$84,556.92, significantly under budget. The funds for this purchase are available in the Police Department 2023-24 budget under line item 10-55-600-321 Capital Maintenance – Handguns.

RECOMMENDED ACTION:

Adopt the resolution.

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE
LOWEST RESPONSIBLE PROPOSAL AND APPROVING AND ACCEPTING THE
PURCHASE OF CERTAIN FIREARMS AND RELATED EQUIPMENT FROM KIESLER
POLICE SUPPLY, AT A COST NOT TO EXCEED \$15,443.08, INCLUDING TRADE-IN**

WHEREAS, the Village of Willowbrook (the “Village”) solicited proposals for the purchase of certain firearms and related equipment; and

WHEREAS, of the proposals received and reviewed, the lowest responsible proposal for the purchase of firearms and related equipment is Kiesler Police Supply; and

WHEREAS, the Village has determined that it is the best interest of the Village to purchase the aforementioned equipment from Kiesler Police Supply.

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 Proposal.

The Mayor and Board of Trustees of the Village do hereby find Kiesler Police Supply’s proposal to be the lowest responsible proposal for the purchase of the firearms and related equipment, as set forth in its proposal attached hereto as Exhibit “A” and made a part hereof.

SECTION 3: The proposal of Kiesler Police Supply be and is hereby approved and accepted.

SECTION 4: The Village Mayor is hereby authorized and directed to execute, and the Village Clerk is hereby directed to attest to, the proposal of Kiesler Police Supply for the purchase of firearms and related equipment, all on behalf of the Village of Willowbrook, at a cost not to exceed Fifteen Thousand Four Hundred Forty-Three and 08/100ths Dollars (\$15,443.08), including trade-in. A copy of said proposal 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 28th day of August, 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”

KIESLER POLICE SUPPLY PROPOSAL

**Sales Quote**

KIESLER POLICE SUPPLY
2802 SABLE MILL RD
JEFFERSONVILLE, IN 47130

Bill-to Customer

WILLOWBROOK POLICE DEPT
RANGE OFFICER DANIEL POLFLIET
7760 S. QUINCY STREET
WILLOWBROOK, IL 60521-5594

Ship-to Address

Your Reference

Bill-to Customer No. L04216

Tax Registration No.

No. Q143272

Document Date July 10, 2023

Due Date August 9, 2023

Payment Terms

Payment Method

Tax Identification Type Legal Entity

Shipment Method

Salesperson

Email

Home Page

Phone No.

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
GLOCPA455S302MO S6H2	GLOCK 45MOS6 GEN5 9MM PISTOL BLACK, FRONT SERRATIONS, AMERIGLO NON-TRITIUM FRONT/REAR SIGHTS, HOLOSUN 509T RD, 5.5LB HCOCE	32	EACH	812.32	25,994.24
GLOC70272	GLOCK PERFORMANCE TRIGGER (PKG) FITS STANDARD/MOS GEN5 9/40 (NO SLIMLINE) TEEE	32	EACH	75.00	2,400
SAFA6360RDS-2832-411	SAFARILAND MODEL 6360RDS ALS/SLS MID-RIDE LVL III RETENTION DUTY HOLSTER FOR GLOCK 19/45MOS W/ LIGHT, HARSHHELL STX MATERIAL, PLAIN FINISH, BLACK, RIGHT HAND CLKCE	32	EACH	146.37	4,683.84
GLOCUA455S202MO S	GLOCK 45MOS GEN5 9MM FS FWD 5.5LB US RCOEE	5	EACH	459.00	2,295
TRADE IN ALLOWANCE	GLOCK 21, gen 4, trij night sight	26	EACH	-315.00	-8,190
TRADE IN ALLOWANCE	GLOCK 19, gen 5, tij night sight	4	EACH	-315.00	-1,260
TRADE IN ALLOWANCE	AMMO WINCHESTER, .45, FMJ	38	EACH	-200.00	-7,600
TRADE IN ALLOWANCE	AMMO WINCHESTER, .45, JHP	12	EACH	-240.00	-2,880
FORMAT JOSH MCCLURE	QUOTED BY JOSH MCCLURE	0	EACH	0.00	0
KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS. JMCLURE@KIESLER.COM					
Amount Subject to Sales Tax	0.00				
Amount Exempt from Sales Tax	15,443.08				



Page 2 / 2

Subtotal	15,443.08
Total Tax	0.00
Total \$ Incl. Tax	15,443.08
 Tax Amount	 0.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-4M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.