

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, OCTOBER 9, 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

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 Committee of the Whole Meeting September 25, 2023 (APPROVE)
 - c. Minutes - Board of Trustees Regular Meeting September 25, 2023 (APPROVE)
 - d. Warrants \$599,123.47
 - e. ORDINANCE NO. _____ - AN ORDINANCE AMENDING SECTION 1-5-2 ENTITLED "MEETINGS OF BOARD" OF CHAPTER 5 ENTITLED "BOARD OF TRUSTEES" OF TITLE 1 ENTITLED "ADMINISTRATIVE" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS. (PASS)
 - f. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AMENDING AND ESTABLISHING PERMIT FEES, DEPOSITS AND OTHER CHARGES APPLICABLE TO THE RESERVATION OF PARKS OR PORTIONS THEREOF IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)
 - g. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (ADOPT)
 - h. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN TWIG TECHNOLOGIES, LLC AND THE VILLAGE OF WILLOWBROOK (ADOPT)
 - i. RESOLUTION NO. _____ - A RESOLUTION CREATING SET HOURS FOR HALLOWEEN 2023 TRICK-OR-TREATING IN THE VILLAGE OF WILLOWBROOK (ADOPT)
 - j. PROCLAMATION - ARTS DUPAGE MONTH PROCLAMATION (RECEIVE)

NEW BUSINESS

6. ORDINANCE NO. _____ - VILLAGE OF WILLOWBROOK DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)
7. ORDINANCE NO. _____ - AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM TITLE 9 OF THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE PC 2305-310 59th STREET (PASS)
8. ORGANIZED RETAIL CRIME SURVEILLANCE CAMERAS LICENSING AGREEMENTS
 - a. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH WILLOWBROOK TOWN CENTER, LLC (ADOPT)
 - b. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH GOLD STANDARD ENTERPRISES, INC. D/B/A BINNY'S BEVERAGE DEPOT (ADOPT)
 - c. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH REGENCY CENTERS, L.P. (ADOPT)
9. RESOLUTION NO. _____ - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A CONTRACT FOR ON-CALL PROFESSIONAL DESIGN AND RELATED SERVICES FOR THE VILLAGE PARKS AND RECREATION DEPARTMENT BY AND BETWEEN UPLAND DESIGN, LTD. AND THE VILLAGE OF WILLOWBROOK (ADOPT)
10. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH CHICAGOLAND PAVING CONTRACTORS, INC. FOR ASPHALT PATCHING SERVICES WITH THE VILLAGE OF WILLOWBROOK (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

5 ILCS 120/2(c)(11) - Pending litigation.
17. ADJOURNMENT

MINUTES OF THE SPECIAL MEETING, COMMITTEE OF THE WHOLE, OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, SEPTEMBER 25, 2023 AT 5:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank Trilla, Village Clerk Deborah Hahn, Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Gregory Ruffolo, Village Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Lauren Kaspar, Superintendent of Senior Services Teresa Mrozik, and Deputy Clerk Christine Mardegan.

Absent: Chief Financial Officer Lora Flori, Deputy Chief Benjamin Kadolph, and Public Works Foreman AJ Passero.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Superintendent Mrozik to lead everyone in saying the pledge of allegiance.

4. VISITORS' BUSINESS

None present.

5. ITEMS FOR DISCUSSION:

a. COMMITTEE OF THE WHOLE ORDINANCE

Administrator Halloran explained the purpose of the ordinance was to reinforce current practices put in place in July of 2021. Currently the Committee of the Whole meetings are conducted under the auspices of a special meeting of the Board. This ordinance would create a structure specifically for the Committee of the Whole meetings. No change in meeting schedules would be created by this change in the ordinance.

The consensus of the Board was to move forward with creating a specific section in the Code of Ordinances for the Committee of the Whole.

b. PARK FACILITIES PRICING POLICY

Director Kleefisch opening the discussion on park pavilion and athletic field rental rates. These rates were last adjusted in 2012. In addition, there are some opportunities and inefficiencies that could be addressed at the same time.

Director Kleefisch provided a breakdown of the current pavilion rental rate structure and outlined proposed updates including:

- To improve efficiency, eliminate the required deposit, instead requiring a credit card as a deposit in the event of damage. This would eliminate the requirement for staff to refund deposits after the events.
- Create two four-hour rental windows for the parks allowing for multiple rentals per day. This would also better define the timeline for Public Works to prepare or repair the park space.

For the athletic field rentals, the current structure is a four-hour rental period, with the rental rate based per field, plus a flat \$25.00 fee for lights. After a survey of surrounding communities, Willowbrook is currently the only municipality operating on a per field basis.

The proposal is to move to an hourly rate for both the softball and soccer field use and the light usage rate. Once difference would be for the softball fields which would include both a "practice" and a "game" rate, the difference being the amount of field preparation required.

Administrator Halloran added that the increase in rates is not motivated by a desire for increased revenue, but rather to better absorb the costs already being accrued.

The Board agreed a review and changes to the park pricing structure is needed and recommended moving forward with the updates.

c. SENIOR SERVICES EXPANSION

Superintendent Mrozik provided a breakdown of Willowbrook Parks Department's current services, including demographics, registrations and program cancellations.

Plans moving forward include adapting the program to better connect with and serve our current residents, those of Willowbrook and Burr Ridge, by adapting our marketing to target the residents. We are also increasing our collaborative effort with Burr Ridge to return the focus of the senior programming back to Willowbrook.

For our updated marketing approach, we are focusing on social media, mailing, signage, posters, handouts and interacting with local businesses. Regarding programming, we will continue to diversify programming to serve active adults of all abilities and financial status. For continued growth of the program, we are developing relationships with Hinsdale and Darien to access an additional 8,000 plus residents aged 55 years and over.

The main goals of the program are to:

- Increase the number of participants served
- Increase revenue
- Reduce the number of cancellations
- Become a social hub

Mayor Trilla made the personal observation that, while attending a number of the senior events, one of the most surprising aspects was how few of the attendees were from Willowbrook. While other communities are walking away from providing services to this segment of the population, Willowbrook is actively seeking to fill the gap.

Administrator Halloran advised the Board this is the direction the Parks and Recreation department has been taking with Ms. Mrozik's arrival 3-4 months ago. He reinforced the idea that, in addition to seeking the participation of Hinsdale and Darien residents, we needed to better tap into our own senior residents.

Trustee Berglund was interested to know if Clarendon Hills had also been contacted. Director Kleefisch indicated that they have their own staff and programs and were not interested in participating to the extent that Hinsdale and Darien are.

The Board agreed that moving forward with the plans and suggestions for the senior services programs was a good idea.

d. STREET SIGN REQUEST AT THE INTERSECTION OF SNUG HARBOR DRIVE AND 67TH STREET.

Administrator Halloran indicated that Foreman Passero had received a request from the HOA at Nantucket requesting a no right turn sign at Snug Harbor Drive off of 67th Street due to the possible additional congestion once the traffic signal at 67th and Clarendon Hills Road is operational.

He indicated that he and Public Works have additional concerns with the impact of the signage, not only on cut through traffic, but also limiting access to residents. They are in discussions with the HOA as to what additional measures could be taken.

Staff are looking for additional direction and feedback from the Board. A traffic study could be conducted, at a cost of approximately \$1800.00. He recommends doing it after the traffic lights are installed, in approximately one month.

The Board recommended waiting until a few weeks after the traffic signals are implemented to see if a traffic study is warranted.

e. DISCUSSION FOR AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK TITLE 8 CHAPTER 8 SECTION 8-8-15 – PARKING RESTRICTIONS

Chief Kaspar indicated that this request came from the Gower School District shortly after the construction work was completed. The no parking signs on Cherry Tree Lane and Sheridan Drive did not coincide with the school's current arrival and dismissal times.

The parking restrictions by ordinance for those streets were on school days between the hours of 8:00 AM and 9:00 AM. As the current student hours are 7:45 AM to 2:25 PM, staff recommends that updating the no parking to the hours of 7:00 AM to 9:00 AM and 2:00 PM to 4:00 PM would better serve the area.

Questions were raised on the pickup and drop off procedures for the school. Chief Kaspar indicated that they are well aware of the situation and work with the school to reinforce the no parking areas and the use of the drop off lanes for the safety of both motorists and pedestrians in the area.

The Trustees were in agreement with the Chief's proposal for the change to the parking ordinance.

6. ADJOURNMENT

MOTION: Made by Trustee Berglund and seconded by Trustee Mistele to adjourn the Special Meeting at the hour of 6:04 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2023.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, SEPTEMBER 25, 2023, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

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, Village Attorney Michael Durkin, Assistant to the Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Chief Financial Officer Lora Flori, Director of Parks Recreation Dustin Kleefisch, Chief Lauren Kaspar, and Deputy Clerk Christine Mardegan.

ABSENT: Administrator Sean Halloran, Deputy Chief Benjamin Kadolph, and Public Works Foreman AJ Passero.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS

Mr. Arteaga received an email for public comment regarding an agenda item. See Attachment A to these minutes.

Drake Cote, a senior at Benet Academy in Lisle, thanked the Board for their time and the opportunity to speak. He is raising awareness for equal pay for workers with disabilities. He informed the Board regarding a portion of the Fair Labor Standards Act, Section 14(c), which allows companies to pay workers with a disability a subminimum wage, sometimes as low as two dollars per hour. This act, enacted 84 years ago, legalizes the practice and is fraught with abuse.

In October of 2022, the Department of Labor reported that Illinois ranks second in the nation in the number of 14(c) certificates issued or currently pending. In 2021, Governor Pritzker signed a law eliminating the use of Section 14(c) by State of Illinois contractors.

Mr. Cote indicated his goal is to raise awareness at the local level and encourage the Board, and other local governing bodies, to research the topic and determine its appropriateness for use by local businesses.

Trustee Davi commented that he was not aware of this legislation and thanked Mr. Cote for bringing this to the Board's attention. He asked what Willowbrook could do to help. Mr. Cote asked the Board to reach out to him with questions and information on Willowbrook businesses using the certificate issued through the Section 14(c) Act.

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 September 11, 2023 (APPROVE)
- c. Minutes - Board of Trustees Regular Meeting September 11, 2023 (APPROVE)
- d. Warrants \$310,056.84
- e. RESOLUTION NO. 23-R-55 - A RESOLUTION ACCEPTING FOUR (4) PROPOSALS AND APPROVING THE PURCHASE OF FOUR (4) SENTRY MOBILE SURVEILLANCE CAMERAS WITH APPLICABLE LICENSING SOFTWARE FROM MOBILE PRO SYSTEMS TO ENHANCE PUBLIC SAFETY AT BORSE MEMORIAL COMMUNITY AND MIDWAY PARKS, AT A COST NOT TO EXCEED \$49,171.00 (ADOPT)
- f. RESOLUTION NO. 23-R-56- A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE INDIAN PRAIRIE PUBLIC LIBRARY DISTRICT TO PROVIDE SNOW REMOVAL SERVICES TO THE INDIAN PRAIRIE PUBLIC LIBRARY (ADOPT)
- g. RESOLUTION NO. 23-R-57 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO A CONTRACT WITH TILES IN STYLE, LLC D/B/A TAZA CONSTRUCTION FOR THE PROVISION AND INSTALLATION OF A SIX FOOT COATED CHAIN LINK FENCE FOR THE MIDWAY PARK IMPROVEMENTS PROJECT (ADOPT)
- h. MOTION - A MOTION FOR A BUDGET AMENDMENT TO THE GENERAL FUND Mayor Trilla asked the Board if there were any items to be removed from the Omnibus Vote Agenda. (PASS)

Page 3
Village Board Minutes
September 25, 2023

MOTION: Made by Trustee Davi and seconded by Trustee Mistele 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. ORDINANCE NO. 23-0-17 - AN ORDINANCE AMENDING TITLE 8, ENTITLED "TRAFFIC REGULATIONS", CHAPTER 8, ENTITLED "PARKING RULES", SECTION 8-8-15, ENTITLED "PARKING RESTRICTIONS", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK (PASS)

Chief Kaspar shared, as presented at the Committee of the Whole meeting, this ordinance is an update to the current no parking regulations on Chery Tree Lane and Sheridan Drive. Changing the time to prohibit parking beginning at 7:00 a.m. to 9:00 AM, and adding no parking restrictions from 2:00 PM to 4:00 PM, would better align with the school's arrival and dismissal times.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to pass Ordinance No. 23-0-17 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION NO. 23-R-58 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND AMERICAN TRAFFIC SOLUTIONS (ATS), INC. D/B/A VERRA MOBILITY (ADOPT)

Mr. Arteaga reported that this agenda item is related to the adoption of the contract with Verra Mobility, our current vendor, for a five-year contract for the automated red-light enforcement (ARLE) program.

With the expiration of the current contract, a bid was opened on July 17th. With the bid close date of August 24th, three bids were received from JENOPTIK, Sensys Gatso USA, and Verra Mobility.

Staff recommends entering into an agreement with Verra Mobility as the lowest responsible bidder. While Sensys Gatso offered the lowest per camera monthly fee, they add a fee of \$9.50 per issued notice. The monthly fee was quoted at \$3,995, but with an average of 1,000 citations issued per month, the additional fee would total \$19,975 per month.

Prior to the release of this RFP, the Village was paying \$4,495 per camera per month for a total annual cost of \$22,475. Staff is happy to report that this new agreement will lead to cost savings of \$2,500 per month for the Village. The Village will see an annual savings of \$30,000.

Chief Kaspar added that by keeping the same vendor this will provide a smooth transition and allow the Village to move forward without any construction or equipment changes.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adopt Resolution No. 23-R-58 as presented.

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

MOTION DECLARED CARRIED

8. MOTION – A MOTION TO APPOINT GERARD WODKA TO BE A DEPUTY CHIEF FOR THE VILLAGE OF WILLOWBROOK (PASS)

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to allow the Village to appoint Gerard Wodka as Deputy Chief of the Village of Willowbrook Police Department.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. TRUSTEE REPORTS

Trustee Neal reported that she attended a reception at Compass Arena for the President of Northern Macedonia. It was quite a unique experience, and very well organized and planned. Compass Arena will also be hosting the Vulcan Business Conference later this year.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

Page 5
Village Board Minutes
September 25, 2023

10. ATTORNEY'S REPORT

Attorney Durkin had no report.

11. CLERK'S REPORT

Clerk Hahn had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halloran was not present.

13. MAYOR'S REPORT

Mayor Trilla shared that he was asked to participate in the hiring search for a new District 86 Superintendent.

14. EXECUTIVE SESSION

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

The executive session for this evening was cancelled due to Administrator Halloran's absence. It will be rescheduled.

15. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adjourn the Regular Meeting at the hour of 6:48 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.

Board of Trustees Minutes 2023-09-25

Attachment A

From: twothirty@comcast.net
To: [Alex Arteaga](mailto:Alex.Arteaga@villageofmidway.org)
Subject: Village Board Mtg Questions
Date: Monday, September 25, 2023 6:15:10 PM

1...glad to see gates now up on fencing around construction at Midway/Borse Parks...Judy recent at Borse...and the NW corner of fence at Borse is wide open...easy access into mud pits
2...who should resident call in Village to pick up roadkill...Eleanor vs 75th St vs Rte 83
3...is anything done with speeders along Midway or Eleanor...fines, citations...it is pretty bad
Eric/Cathy Johnson
215 75th St

Attachment to email - [Resized_20230917_105308.jpeg](#)



W A R R A N T S

October 9, 2023

| | | |
|---------------------------------------|-------|---------------|
| GENERAL CORPORATE FUND | ----- | \$ 193,001.43 |
| WATER FUND | ----- | \$ 183,697.60 |
| CAPITAL PROJECT FUND | ----- | \$ 222,055.80 |
| RT 83/PLAINFIELD RD BUSINESS DIST TAX | ----- | \$ 368.64 |
| TOTAL WARRANTS | ----- | \$ 599,123.47 |

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

| Check | Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|-----------------------|------|------|-----------|----------------------------------|---------------------------------------|---------|------|----------|
| Fund: 01 GENERAL FUND | | | | | | | | |
| 09/28/2023 | | APCH | 333 (E)*# | WEX BANK | FUEL/MILEAGE/WASH | 455-303 | 10 | 327.34 |
| | | | | | FUEL/MILEAGE/WASH | 630-303 | 30 | 5,923.77 |
| | | | | | FUEL/MILEAGE/WASH | 710-303 | 35 | 1,776.92 |
| | | | | | FUEL/MILEAGE/WASH | 810-303 | 40 | 2.00 |
| | | | | | CHECK APCHK 333(E) TOTAL FOR FUND 01: | | | 8,030.03 |
| 10/09/2023 | | APCH | 100884 | ADMINISTRATIVE CONSULTING SPECIA | FEES/DUES/SUBSCRIPTIONS | 455-307 | 10 | 2,083.33 |
| 10/09/2023 | | APCH | 100886 | BRIGHTER ELECTRIC | MAINTENANCE - BUILDING | 466-228 | 10 | 415.00 |
| 10/09/2023 | | APCH | 100887*# | CAR REFLECTIONS | OPERATING EQUIPMENT | 630-401 | 30 | 825.00 |
| 10/09/2023 | | APCH | 100888 | CASE LOTS, INC | MAINTENANCE - BUILDING | 466-228 | 10 | 615.40 |
| 10/09/2023 | | APCH | 100889# | CHRISTOPHER B. BURKE | FEES - ENGINEERING | 720-245 | 35 | 1,641.51 |
| | | | | | ENGINEERING SERVICES | 820-262 | 40 | 179.00 |
| | | | | | CHECK APCHK 100889 TOTAL FOR FUND 01: | | | 1,820.51 |
| 10/09/2023 | | APCH | 100890 | CLARKE ENVIRONMENTAL | MOSQUITO ABATEMENT | 760-259 | 35 | 3,700.00 |
| 10/09/2023 | | APCH | 100891# | COMCAST CABLE | INTERNET/WEBSITE HOSTING | 640-225 | 30 | 235.71 |
| | | | | | INTERNET/WEBSITE HOSTING | 715-225 | 35 | 689.70 |
| | | | | | CHECK APCHK 100891 TOTAL FOR FUND 01: | | | 925.41 |
| 10/09/2023 | | APCH | 100892# | COMED | RED LIGHT - COM ED | 630-248 | 30 | 80.22 |
| | | | | | RED LIGHT - COM ED | 630-248 | 30 | 38.47 |
| | | | | | RED LIGHT - COM ED | 630-248 | 30 | 63.74 |
| | | | | | ENERGY - STREET LIGHTS | 745-207 | 35 | 520.37 |
| | | | | | ENERGY - STREET LIGHTS | 745-207 | 35 | 674.19 |
| | | | | | CHECK APCHK 100892 TOTAL FOR FUND 01: | | | 1,376.99 |
| 10/09/2023 | | APCH | 100893 | DELUXE | PRINTING & PUBLISHING | 610-302 | 25 | 210.23 |
| 10/09/2023 | | APCH | 100895 | DUPAGE COUNTY | EDP LICENSES | 640-263 | 30 | 750.00 |
| 10/09/2023 | | APCH | 100896# | DUPAGE COUNTY PUBLIC WORKS | SANITARY (835 MIDWAY) | 466-251 | 10 | 122.68 |
| | | | | | SANITARY (825 MIDWAY) | 570-250 | 20 | 20.18 |
| | | | | | SANITARY (825 MIDWAY) | 570-250 | 20 | 26.53 |
| | | | | | SANITARY (825 MIDWAY) | 570-250 | 20 | 42.07 |
| | | | | | SANITARY (7760 QUINCY) | 630-250 | 30 | 150.04 |
| | | | | | SANITARY USER CHARGE | 725-417 | 35 | 26.95 |

| Check | Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|-----------------------|------|----------|----------------------------------|--------------|---------------------------------------|---------|------|-----------|
| Fund: 01 GENERAL FUND | | | | | | | | |
| | | | | | CHECK APCHK 100896 TOTAL FOR FUND 01: | | | 388.45 |
| 10/09/2023 | APCH | 100898 | FIRE CONTROL, INC | | MAINTENANCE - BUILDING | 630-228 | 30 | 367.00 |
| 10/09/2023 | APCH | 100899 | FIRESTONE COMPLETE AUTO CARE | | MAINTENANCE - BUILDING | 630-228 | 30 | 1,768.98 |
| 10/09/2023 | APCH | 100901 | FOX TOWN PLUMBING INC | | MAINTENANCE - EQUIPMENT | 570-411 | 20 | 142.50 |
| 10/09/2023 | APCH | 100902 | FRONTLINE PUBLIC SAFETY SOLUTION | EDP LICENSES | | 640-263 | 30 | 1,600.00 |
| 10/09/2023 | APCH | 100903*# | GOVERNMENT INSURANCE NETWORK | | EMP DED PAY- INSURANCE | 210-204 | 00 | 15,328.38 |
| | | | | | LIFE INSURANCE - ELECTED OFFICIALS | 410-141 | 05 | 90.30 |
| | | | | | LIFE INSURANCE - COMMISSIONERS | 435-148 | 07 | 28.00 |
| | | | | | HEALTH/DENTAL/LIFE INSURANCE | 455-141 | 10 | 5,898.25 |
| | | | | | LIFE INSURANCE - PLAN COMMISSION | 510-340 | 15 | 93.10 |
| | | | | | HEALTH/DENTAL/LIFE INSURANCE | 550-141 | 20 | 2,594.18 |
| | | | | | HEALTH/DENTAL/LIFE INSURANCE | 630-141 | 30 | 40,232.88 |
| | | | | | HEALTH/DENTAL/LIFE INSURANCE | 710-141 | 35 | 3,841.87 |
| | | | | | HEALTH/DENTAL/LIFE INSURANCE | 810-141 | 40 | 5,876.09 |
| | | | | | CHECK APCHK 100903 TOTAL FOR FUND 01: | | | 73,983.05 |
| 10/09/2023 | APCH | 100904*# | GTO SEALCOATING & PAVING | | STORM WATER IMPROVEMENTS MAINTENANCE | 750-381 | 35 | 2,500.00 |
| 10/09/2023 | APCH | 100905 | H AND R CONSTRUCTION INC. | | STREET IMPROVEMENTS | 765-685 | 35 | 800.00 |
| 10/09/2023 | APCH | 100906 | HEARTLAND BUSINESS SYSTEMS, LLC | | PHONE - TELEPHONES | 630-201 | 30 | 75.00 |
| 10/09/2023 | APCH | 100908 | HOLLY SINE-RAMSDELL | | ACTIVE ADULT PROGRAM | 590-517 | 20 | 280.00 |
| 10/09/2023 | APCH | 100909 | HOUSEAL LAVIGNE ASSOCIATES LLC | | SPECIAL PROJECTS | 810-305 | 40 | 3,160.63 |
| 10/09/2023 | APCH | 100910 | IL ASSN. CHIEFS OF POLICE | | FEES/DUES/SUBSCRIPTIONS | 630-307 | 30 | 115.00 |
| | | | | | FEES/DUES/SUBSCRIPTIONS | 630-307 | 30 | 265.00 |
| | | | | | CHECK APCHK 100910 TOTAL FOR FUND 01: | | | 380.00 |
| 10/09/2023 | APCH | 100911 | ILCMA | | PERSONNEL RECRUITMENT | 455-131 | 10 | 50.00 |
| 10/09/2023 | APCH | 100912 | ILLINOIS NOTARY "DISCOUNT" BONDI | | FEES/DUES/SUBSCRIPTIONS | 630-307 | 30 | 61.00 |
| 10/09/2023 | APCH | 100913 | INDUSTRIAL ELECTRICAL SUPPLY | | MAINTENANCE | 725-410 | 35 | 1,200.00 |
| 10/09/2023 | APCH | 100914 | IRMA | | SELF INSURANCE - DEDUCTIBLE | 480-273 | 10 | 3,135.67 |
| 10/09/2023 | APCH | 100915# | KEVRON PRINTING & DESIGN INC | | OFFICE SUPPLIES | 455-301 | 10 | 51.38 |
| | | | | | OFFICE SUPPLIES | 455-301 | 10 | 169.49 |
| | | | | | OFFICE SUPPLIES | 455-301 | 10 | 49.36 |
| | | | | | OFFICE SUPPLIES | 455-301 | 10 | 931.37 |

| Check | Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|-----------------------|------|---------|---------|----------------------------------|---------------------------------------|---------|------|-----------|
| Fund: 01 GENERAL FUND | | | | | | | | |
| | | | | | OFFICE/GENERAL PROGRAM SUPPLIES | 550-301 | 20 | 79.48 |
| | | | | | OFFICE SUPPLIES | 810-301 | 40 | 51.38 |
| | | | | | OFFICE SUPPLIES | 810-301 | 40 | 281.91 |
| | | | | | CHECK APCHK 100915 TOTAL FOR FUND 01: | | | 1,614.37 |
| 10/09/2023 | APCH | 100916* | # | KLOEPFER CONSTRUCTION, INC. | STORM WATER IMPROVEMENTS MAINTENANCE | 750-381 | 35 | 4,647.50 |
| | | | | | STORM WATER IMPROVEMENTS MAINTENANCE | 750-381 | 35 | 2,145.00 |
| | | | | | CHECK APCHK 100916 TOTAL FOR FUND 01: | | | 6,792.50 |
| 10/09/2023 | APCH | 100917* | # | KONICA MINOLTA BUSINESS SOLUTION | COPY SERVICE | 455-315 | 10 | 150.00 |
| | | | | | COPY SERVICE | 630-315 | 30 | 150.00 |
| | | | | | COPY SERVICE | 630-315 | 30 | 150.00 |
| | | | | | COPY SERVICE | 810-315 | 40 | 150.00 |
| | | | | | CHECK APCHK 100917 TOTAL FOR FUND 01: | | | 600.00 |
| 10/09/2023 | APCH | 100919 | | LAW OFFICES STORINO RAMELLO&DURK | FEES - VILLAGE ATTORNEY | 470-239 | 10 | 22,366.38 |
| | | | | | FEES - VILLAGE ATTORNEY | 470-239 | 10 | 2.90 |
| | | | | | FEES - VILLAGE ATTORNEY | 470-239 | 10 | 13.20 |
| | | | | | FEES - VILLAGE ATTORNEY | 470-239 | 10 | 1,496.00 |
| | | | | | FEES - VILLAGE ATTORNEY | 470-239 | 10 | 1,397.38 |
| | | | | | FEES - VILLAGE ATTORNEY | 470-239 | 10 | 336.00 |
| | | | | | FEES - LABOR COUNSEL | 470-242 | 10 | 1,463.00 |
| | | | | | CHECK APCHK 100919 TOTAL FOR FUND 01: | | | 27,074.86 |
| 10/09/2023 | APCH | 100920 | | MARILYN TODD | ACTIVE ADULT PROGRAM | 590-517 | 20 | 55.00 |
| 10/09/2023 | APCH | 100921 | | MAXIM GOMONOV | PARK PERMIT FEES | 310-814 | 00 | 100.00 |
| 10/09/2023 | APCH | 100923* | # | MULTISYSTEM MANAGEMENT COMPANY | MAINTENANCE - BUILDING | 466-228 | 10 | 1,222.50 |
| | | | | | MAINTENANCE - BUILDING | 466-228 | 10 | 15,840.00 |
| | | | | | MAINTENANCE - EQUIPMENT | 570-411 | 20 | 640.00 |
| | | | | | MAINTENANCE - BUILDING | 630-228 | 30 | 1,222.50 |
| | | | | | CHECK APCHK 100923 TOTAL FOR FUND 01: | | | 18,925.00 |
| 10/09/2023 | APCH | 100924 | | NCPERS GROUP LIFE INSURANCE | EMP DED - SUPPLEMENTAL LIFE INSURANCE | 210-213 | 00 | 32.00 |
| 10/09/2023 | APCH | 100925 | | OCCUPATIONAL HEALTH CENTERS | PERSONNEL RECRUITMENT | 630-131 | 30 | 368.00 |
| | | | | | PERSONNEL RECRUITMENT | 630-131 | 30 | 368.00 |
| | | | | | CHECK APCHK 100925 TOTAL FOR FUND 01: | | | 736.00 |

| Check | Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|-----------------------|------|------|----------|-----------------------------------|---------------------------------------|---------|------|----------|
| Fund: 01 GENERAL FUND | | | | | | | | |
| 10/09/2023 | | APCH | 100926 | ORBIS SOLUTIONS | CONSULTING SERVICES - IT | 460-306 | 10 | 6,885.75 |
| 10/09/2023 | | APCH | 100927 | PARVIN-CLAUSS SIGN CO | CONTINGENCIES | 490-799 | 10 | 1,360.00 |
| 10/09/2023 | | APCH | 100928 | RAY O'HERRON CO., INC. | OPERATING EQUIPMENT | 630-401 | 30 | 361.67 |
| 10/09/2023 | | APCH | 100929# | READY REFRESH | WELLNESS | 480-276 | 10 | 196.38 |
| | | | | | OPERATING EQUIPMENT | 630-401 | 30 | 117.84 |
| | | | | | CHECK APCHK 100929 TOTAL FOR FUND 01: | | | 314.22 |
| 10/09/2023 | | APCH | 100930 | SAFE BUILT, LLC | BUILDING, PLAN REVIEW & INSP. SERVICE | 820-260 | 40 | 44.20 |
| | | | | | BUILDING, PLAN REVIEW & INSP. SERVICE | 820-260 | 40 | 1,243.84 |
| | | | | | BUILDING, PLAN REVIEW & INSP. SERVICE | 820-260 | 40 | 2,121.60 |
| | | | | | CHECK APCHK 100930 TOTAL FOR FUND 01: | | | 3,409.64 |
| 10/09/2023 | | APCH | 100931 | SOLITUDE LAKE MANAGEMENT, LLC | MAINTENANCE - EQUIPMENT | 570-411 | 20 | 1,298.96 |
| 10/09/2023 | | APCH | 100932 | SPORTSFIELD, INC. | BALLFIELD MAINTENANCE | 570-280 | 20 | 282.50 |
| 10/09/2023 | | APCH | 100933*# | TAMELING GRADING | STORM WATER IMPROVEMENTS MAINTENANCE | 750-381 | 35 | 2,745.00 |
| 10/09/2023 | | APCH | 100934 | TAMELING INDUSTRIES | STORM WATER IMPROVEMENTS MAINTENANCE | 750-381 | 35 | 1,395.90 |
| | | | | | STREET IMPROVEMENTS | 765-685 | 35 | 378.00 |
| | | | | | CHECK APCHK 100934 TOTAL FOR FUND 01: | | | 1,773.90 |
| 10/09/2023 | | APCH | 100935 | TATIANA GREBENCEA | PARK PERMIT FEES | 310-814 | 00 | 100.00 |
| 10/09/2023 | | APCH | 100936 | THE GARDEN CLUB OF DOWNSERS GROVE | ACTIVE ADULT PROGRAM | 590-517 | 20 | 550.00 |
| 10/09/2023 | | APCH | 100937 | THOMPSON ELEV. INSPECT. SERVICE | ELEVATOR INSPECTION | 830-117 | 40 | 100.00 |
| 10/09/2023 | | APCH | 100938 | THOMSON REUTERS - WEST | FEES/DUES/SUBSCRIPTIONS | 630-307 | 30 | 216.21 |
| 10/09/2023 | | APCH | 100939 | TRAFFIC CONTROL & PROTECTIONS | ROAD SIGNS | 755-333 | 35 | 359.00 |
| 10/09/2023 | | APCH | 100940 | UNDERGROUND PIPE & VALVE, CO. | STORM WATER IMPROVEMENTS MAINTENANCE | 750-381 | 35 | 990.00 |
| | | | | | STORM WATER IMPROVEMENTS MAINTENANCE | 750-381 | 35 | 560.00 |
| | | | | | CHECK APCHK 100940 TOTAL FOR FUND 01: | | | 1,550.00 |
| 10/09/2023 | | APCH | 100941 | UNITED STATE POSTAL SERVICE | PREPAID POSTAGE | 190-102 | 00 | 3,000.00 |
| 10/09/2023 | | APCH | 100943 | WESTERN FIRST AID & SAFETY | MAINTENANCE - BUILDING | 630-228 | 30 | 460.84 |
| 10/09/2023 | | APCH | 100944 | WILLOWBROOK FORD INC. | MAINTENANCE - BUILDING | 630-228 | 30 | 134.95 |

10/06/2023 09:18 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 09/27/2023 - 10/11/2023

Page 5/8

| Check | Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|-----------------------|------|------|-----------|-------------------------|--|---------|------|------------|
| Fund: 01 GENERAL FUND | | | | | | | | |
| | | | | | MAINTENANCE - BUILDING | 630-228 | 30 | 134.95 |
| | | | | | MAINTENANCE - BUILDING | 630-228 | 30 | 450.00 |
| | | | | | CHECK APCHK 100944 TOTAL FOR FUND 01: | | | 719.90 |
| 10/09/2023 | | APCH | 334 (E) # | AMAZON CAPITAL SERVICES | OFFICE SUPPLIES | 455-301 | 10 | 76.36 |
| | | | | | OFFICE/GENERAL PROGRAM SUPPLIES | 550-301 | 20 | 312.21 |
| | | | | | ACTIVE ADULT PROGRAM | 590-517 | 20 | 65.70 |
| | | | | | OFFICE SUPPLIES | 630-301 | 30 | 239.69 |
| | | | | | COMMODITIES | 670-331 | 30 | 185.21 |
| | | | | | OFFICE SUPPLIES | 710-301 | 35 | 13.99 |
| | | | | | OFFICE SUPPLIES | 810-301 | 40 | 46.77 |
| | | | | | CHECK APCHK 334 (E) TOTAL FOR FUND 01: | | | 939.93 |
| | | | | | Total for fund 01 GENERAL FUND | | | 193,001.43 |

| Check | Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|---------------------|------|------|------------|---------------------------------|---------------------------------------|---------|------|------------|
| Fund: 02 WATER FUND | | | | | | | | |
| 09/28/2023 | | APCH | 333 (E) *# | WEX BANK | FUEL/MILEAGE/WASH | 401-303 | 50 | 932.30 |
| 10/09/2023 | | APCH | 100885 | ASSOCIATED TECHNICAL SERV. LTD. | LEAK SURVEYS | 430-276 | 50 | 840.00 |
| 10/09/2023 | | APCH | 100894 | DMJ AUTOMOTIVE | VEHICLE MAINTENANCE | 401-350 | 50 | 435.84 |
| 10/09/2023 | | APCH | 100897*# | FALCO'S LANDSCAPING INC | SPOILS HAULING SERVICES | 430-280 | 50 | 3,000.00 |
| | | | | | SPOILS HAULING SERVICES | 430-280 | 50 | 1,500.00 |
| | | | | | CHECK APCHK 100897 TOTAL FOR FUND 02: | | | 4,500.00 |
| 10/09/2023 | | APCH | 100903*# | GOVERNMENT INSURANCE NETWORK | HEALTH/DENTAL/LIFE INSURANCE | 401-141 | 50 | 4,695.62 |
| | | | | | HEALTH/DENTAL/LIFE INSURANCE | 401-141 | 50 | 1,105.92 |
| | | | | | CHECK APCHK 100903 TOTAL FOR FUND 02: | | | 5,801.54 |
| 10/09/2023 | | APCH | 100916*# | KLOEPFER CONSTRUCTION, INC. | WATER DISTRIBUTION REPAIRS/MAINTENANC | 430-277 | 50 | 3,815.90 |
| 10/09/2023 | | APCH | 100922 | METROPOLITAN INDUSTRIES INC | PHONE - TELEPHONES | 401-201 | 50 | 138.00 |
| 10/09/2023 | | APCH | 100933*# | TAMELING GRADING | WATER DISTRIBUTION REPAIRS/MAINTENANC | 430-277 | 50 | 4,646.11 |
| 10/09/2023 | | APCH | 100942 | WEST SIDE TRACTOR SALES | VEHICLE MAINTENANCE | 401-350 | 50 | 3,863.19 |
| 10/09/2023 | | APCH | 335 (E) | DUPAGE WATER COMMISSION | PURCHASE OF WATER | 420-575 | 50 | 158,724.72 |
| | | | | | Total for fund 02 WATER FUND | | | 183,697.60 |

| Check | Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|-------------------------------|------|------|----------|------------------------------|--|---------|------|------------|
| Fund: 10 CAPITAL PROJECT FUND | | | | | | | | |
| 10/09/2023 | | APCH | 100887*# | CAR REFLECTIONS | POLICE VEHICLES | 600-317 | 55 | 1,200.00 |
| 10/09/2023 | | APCH | 100897*# | FALCO'S LANDSCAPING INC | COMMUNITY CENTER CONSTRUCTION | 600-326 | 55 | 8,000.00 |
| 10/09/2023 | | APCH | 100900 | FIRST LIGHT TECHNOLOGIES LTD | COMMUNITY CENTER CONSTRUCTION | 600-326 | 55 | 22,264.00 |
| 10/09/2023 | | APCH | 100904*# | GTO SEALCOATING & PAVING | FLOOR SEAL COATING | 600-330 | 55 | 7,125.00 |
| 10/09/2023 | | APCH | 100907 | HINSDALE NURSERIES, INC. | BORSE PARK LIGHTING PROJECT | 600-327 | 55 | 2,450.25 |
| 10/09/2023 | | APCH | 100918 | LANDWORKS LTD | COMMUNITY CENTER CONSTRUCTION | 600-326 | 55 | 181,016.55 |
| | | | | | Total for fund 10 CAPITAL PROJECT FUND | | | 222,055.80 |

10/06/2023 09:18 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 09/27/2023 - 10/11/2023

Page 8/8

| Check | Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|---|------|------|----------|------------------------------|--|---------|------|------------|
| Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX | | | | | | | | |
| 10/09/2023 | | APCH | 100903*# | GOVERNMENT INSURANCE NETWORK | HEALTH/DENTAL/LIFE INSURANCE | 455-141 | 15 | 368.64 |
| | | | | | Total for fund 15 RT 83/PLAINFIELD RD BUSINESS | | | 368.64 |
| | | | | TOTAL - ALL FUNDS | | | | 599,123.47 |

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

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



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.e.

DATE: October 9, 2023

SUBJECT:

AN ORDINANCE AMENDING SECTION 1-5-2 ENTITLED
“MEETINGS OF BOARD” OF CHAPTER 5 ENTITLED “BOARD OF
TRUSTEES” OF TITLE 1 ENTITLED “ADMINISTRATIVE” OF THE
VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff are asking for an update to the Village code referencing Committee of the Whole meetings.

BACKGROUND/SUMMARY

In July 2021, the Village Board began having Committee of the Whole meetings for several important topics that were not covered under the Committee structure (i.e., Finance, Law and Ordinances, Public Safety, Municipal Services). The purpose and intent of these meetings was to make sure the entire Board of Trustees heard the information at the same time and staff were able to answer all questions at once. Since that time, staff have continued to operate under a Committee of the Whole structure, but the process has never adopted it into the code.

As of right now, the Village Board has been able to operate under a Special Meeting section within the code. In the past two years, staff believes the Committee of the Whole structure has been successful and is recommending adding language into the code that creates a structure for the meetings. If approved, the Board would see no change in meeting schedules.

Below is the recommended language to be added to the code:

- A. Committee of the Whole Meetings.
 1. Time of Meeting: The Committee of the Whole meeting shall be held at a time and place approved in the annual Board meeting schedule, or as otherwise requested, in writing, by three (3) Trustees or the Mayor and Village Administrator.
 2. Conduct of the Committee of the Whole. The purpose of the Committee of the Whole is to allow an opportunity to engage in more informal discussions regarding contemplated legislation, implementation or modification of Village policies, programs, or other Village initiatives. The rules of parliamentary practice for standing committees comprised in the latest published edition of “Robert’s Rules of Order Revised” shall govern the Committee of the Whole in all cases to which are applicable, and in which they are not inconsistent with any special rules of the Committee of the Whole, or the statutes or laws of the State of Illinois.



3. Agenda: Order of the Agenda:
 - a. Agenda Items: Public comment shall be permitted on agenda items. Comments are limited to three (3) minutes per speaker unless the Mayor grants leave for additional time.
 - b. The following agenda items may be brought before the Committee of the Whole: (1) development or intergovernmental agreements; (2) contemplated legislation; (3) amending the Village Code; (4) the implementation or modification of policies and programs; (5) budget amendments; and (6) an Agenda Initiative requested by Board member(s) and/or matter(s) coming before the Mayor and Board of Trustees from an advisory board, such as, but not limited to, Willowbrook Plan Commission, the Village Administrator, or Mayor. All such items may be presented to the Committee of the Whole prior to being considered by the Village Board for final action at a regular meeting of the Board of Trustees.
 - c. Request for a future Committee of the Whole agenda items from Trustees: An item will be placed on the next Committee of the Whole if three Trustees concur with the request.

FINANCIAL IMPACT

There is no financial consideration as part of this presentation.

RECOMMENDED ACTION:

Staff are asking the Board to pass the ordinance to update the Committee of the Whole Village Code language.

ORDINANCE NO. 23-O_____

**AN ORDINANCE AMENDING SECTION 1-5-2 ENTITLED “MEETINGS OF BOARD”
OF CHAPTER 5 ENTITLED “BOARD OF TRUSTEES” OF TITLE 1 ENTITLED
“ADMINISTRATIVE” OF THE VILLAGE CODE OF ORDINANCES OF THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.**

WHEREAS, the regular meetings of the Board of Trustees of the Village are held on the second and fourth Mondays of each month of the year, except in December of each year. The regular meeting of the Board of Trustees is held on the third Monday in December of each year; and

WHEREAS, the corporate authorities of the Village have determined there exists a need to hold “Committee of the Whole” meetings; and

WHEREAS, a Committee of the Whole meeting is a form of a Special Meeting of the corporate authorities to allow for informal discussion of issues facing the Village, including, but not limited to, contemplated legislation, implementation or modification of Village policies, programs and other Village initiatives.

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

SECTION 1. Section 1-5-2 entitled “Meetings of Board” of Chapter 6 entitled “Board of Trustees” of Title 1 entitled “Administrative” of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended, in its entirety, to read as follows:

“1-5-2: MEETINGS OF BOARD:

(A) Regular Meetings. The regular meetings of the Board of Trustees shall be held on the second and fourth Mondays of each month of the year at six thirty o’clock 6:30 P.M. in the Village, except for the December meeting which shall be held on the third Monday of December at six thirty o’clock 6:30 P.M.

(B) Special Meetings. Special meetings of the Board of Trustees may be called by the Mayor, or by any three (3) Trustees, by giving written notice thereof to each member of the Board of Trustees, the Mayor and the Village Clerk (other than to the person or persons calling said meeting). Said notice shall be signed by the person or persons calling the special meeting and shall state the time and place of said meeting and the purposes for which it is called. Said notice may be given to each of said persons in any of the following ways:

1. By delivering said notice to any said person personally, or by leaving same at the residence of said person in the Village before five o'clock 5:00 P.M. no less than forty-eight (48) hours preceding the day upon which the meeting is to be held; or
2. By depositing said notice in the United States mail, enclosed in an envelope, plainly addressed to said person at his place of residence in the Village, with postage fully prepaid, at least forty-eight (48) hours before the time of meeting, exclusive of an intervening Sunday or legal holiday.

Said notice may be prepared and served by any one of the persons calling said meeting, or by the Village Clerk upon the instructions of the person or persons calling said meeting. The person serving said notice shall cause an affidavit showing service of such notice, as herein provided, to be filed with the Village Clerk. Notwithstanding any provisions hereof, special meetings may be held without such notice when all of the Trustees and the Mayor present in person at a meeting, or consent in writing to the holding of such meeting, prior to the beginning of said meeting. Any special meeting attended by all of the Trustees and the Mayor shall be a regular meeting for the transaction of any business which may come before such meeting, and in such case, no notice of such meeting shall be necessary and all notice requirements shall be deemed waived.

(C) Committee of the Whole Meetings.

1. Time of Meeting: The Committee of the Whole meeting shall be held at a time and place approved in the annual Board meeting schedule, or as otherwise requested, in writing, by three (3) Trustees or the Mayor and Village Administrator.
2. Conduct of the Committee of the Whole. The purpose of the Committee of the Whole is to allow an opportunity to engage in more informal discussions regarding contemplated legislation, implementation or modification of Village policies, programs or other Village initiatives. The rules of parliamentary practice for standing committees comprised in the

latest published edition of “Robert’s Rules of Order Revised” shall govern the Committee of the Whole in all cases to which are applicable, and in which they are not inconsistent with any special rules of the Committee of the Whole, or the statutes or laws of the State of Illinois.

3. Agenda: Order of the Agenda:

- (a) Agenda Items: Public comment shall be permitted on agenda items. Comments are limited to three (3) minutes per speaker unless the Mayor grants leave for additional time.
- (b) The following agenda times may be brought before the Committee of the Whole: (1) development or intergovernmental agreements; (2) contemplated legislation; (3) amending the Village Code; (4) the implementation or modification of policies and programs; (5) budget amendments; and (6) an Agenda Initiative requested by Board member(s) and/or matter(s) coming before the Mayor and Board of Trustees from an advisory board, such as, but not limited to, Willowbrook Plan Commission, the Village Administrator or Mayor. All such items may be presented to the Committee of the Whole prior to being considered by the Village Board for final action at a regular meeting of the Board of Trustees.
- (c) Request for a future Committee of the Whole agenda items from Trustees: An item will be placed on the next Committee of the Whole if three Trustees concur with the request.”

SECTION 2. Any ordinance or portion of any ordinance in conflict with the provisions of this Ordinance is expressly repealed solely to the extent of said conflict.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED and APPROVED this 9th day of October, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

| | |
|--|------------------------------|
| AGENDA ITEM NO: 5.f. SUBJECT: A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AMENDING AND ESTABLISHING PERMIT FEES, DEPOSITS AND OTHER CHARGES APPLICABLE TO THE RESERVATION OF PARKS OR PORTIONS THEREOF IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS | DATE: October 9, 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 adopt a resolution of the Village of Willowbrook amending and establishing permit fees, deposits, and other charges application to the reservation of park facilities.

BACKGROUND/SUMMARY

At the Committee of the Whole meeting on Monday, September 25th, staff presented the Board with recommendations and changes to the park rental structure for pavilion rentals and athletic field rentals. The changes for the pavilion rental were to be as follows: 1) Eliminate the security deposit. Staff will hold a credit card on file to assess charges if damage is done. 2) Would create two (2) four-hour time slots for patrons to choose from for rentals, from 10am to 2pm or 3pm to 7pm. All rental rates would remain the same. The fine for damages or trash will be \$250.

| Persons in Group | Resident Rate | Non-Resident Rate |
|------------------|--|---|
| Up to 25 | \$100 - Waived for School & Scout groups serving Willowbrook | \$200- Waived for School & Scout groups serving Willowbrook |
| 26-50 | \$150- \$75 for School & Scout groups serving Willowbrook | \$300 - \$135 for School & Scout groups serving Willowbrook |
| 51-100 | \$175 - \$95 for School & Scout groups serving Willowbrook | \$350- \$175 for School & Scout groups serving Willowbrook |
| 101-200 | \$250 - \$115 for School & Scout groups serving Willowbrook | \$500 – \$215 for School & Scout groups serving Willowbrook |

For athletic field rentals, the major change is a switch to an hourly rental rate for field use and lights. The other noticeable change is changing the distinction between resident and non-resident rates for softball fields to different rates for practice versus game rental based on the amount of field preparation required. In addition, there were slight adjustments to the rental rates that would make the Village more competitive with surrounding communities.



| Park District | Lights fee All fees are in hours | Baseball/Softball | Soccer |
|---------------|-------------------------------------|--------------------------------------|-------------------------------------|
| Burr Ridge | \$55 Resident \$80 Non-Resident | \$35 Resident \$65 Non-Resident | \$40 Resident \$100 Non-Resident |
| Westmont | \$25/hour | \$40 Resident \$50 Non-Resident | \$25 Resident \$35 Non-Resident |
| Downers Grove | \$45/hour | \$38 Resident \$48 Non-Resident | \$43 Resident \$53 Non-Resident |
| Woodridge | \$25/hour | \$30 Resident \$40 Non-Resident | \$30 Resident \$40 Non-Resident |
| Willowbrook | \$25/hour | \$35/hour practice \$60/hour game | \$35 Resident \$70 Non-Resident |

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDED ACTION:

Staff recommends adopting the resolution of the Village of Willowbrook to amend and establish permit fees, deposits, and other charges application to the reservation of parks and park facilities.

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AMENDING AND
ESTABLISHING PERMIT FEES, DEPOSITS AND OTHER CHARGES APPLICABLE
TO THE RESERVATION OF PARKS OR PORTIONS THEREOF IN THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, Title 4, Chapter 4, Section 4-4-4(C) of the Village Code of Ordinances provides, in part, that permit fees, deposits and other charges applicable to the reservation of any park or portion thereof shall be established from time-to-time, either by resolution or ordinance, adopted by the Village Board of Trustees; and

WHEREAS, upon review of said fees, the corporate authorities of the Village of Willowbrook have determined that such fees must be raised in order to defray additional costs incurred by the Village in maintaining its parks and recreational facilities.

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

SECTION ONE. That pursuant to Title 4, Chapter 4, Section 4-4-4(C) of the Village Code of the Village of Willowbrook, permit fees, deposits, and other charges relating to Village parks are hereby established as set forth in Exhibit "A", attached hereto and made a part hereof.

SECTION TWO. That all resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION THREE. That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED and **APPROVED** this 9th day of October, 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”



2024 Park Pavilion and Athletic Field Facility Usage Policy and Fee Schedule

Willowbrook park facilities are available to the public each day of the year. However, by issuing a permit, the group is only guaranteed exclusive use of the area reserved per the permit's terms. Small groups using a park and not needing any special accommodations do not need a permit to hold their gathering. Use of park facilities is subject to observance of all Village ordinances and state laws whether or not a permit has been issued.

Applications for permits will be accepted after January 1 of each year for Willowbrook residents and after March 1 of each year for non-residents. Community organizations that serve over 100 Willowbrook residents may apply for a permit up to one year in advance of the desired date. Village residents may apply for a picnic permit under Resident status for their business or organization that is outside the Village of Willowbrook. Village of Willowbrook Park & Recreation activities will have priority of use of all facilities.

When you must apply for a permit:

Under certain conditions, groups will be required to obtain a permit. These conditions include, but are not limited to, the following:

- Groups more than 25 persons
- Organized athletic groups/teams or groups requesting an athletic facility (e.g., ball field, soccer/football field, basketball court, tennis court, etc.)

Definitions:

- “Permit”: Written permission to reserve a park or portion thereof for the exclusive use of a group. Permit applications are available for any groups of up to 200 persons. Groups of over 200 persons can only be approved by the Village Board. Such a request must be made in writing no less than six weeks before the event.
- “Licensee”: The person to whom the permit was issued.
- “Resident”:
 1. Individuals who reside within the corporate limits of the Village of Willowbrook.
 2. Government agencies that serve Village of Willowbrook residents.
 3. Commercial businesses and industries with offices or facilities within the corporate limits of the Village.
 4. Non-profit organizations, clubs, and churches whose membership consists of at least 50% Village of Willowbrook residents. Such groups may be required to submit a list of membership to demonstrate to the Village that at least 50% of its members are Willowbrook residents.
- “Non-Resident”: Those who do not meet the above definition as “Resident.”

Conditions for All Permits

1. Unless otherwise noted above, all requests must be made at least 2 weeks prior to the desired date(s). All fees are to be paid prior to use. No requests made less than two weeks before the date will be accepted.
2. Park hours are dawn to dusk. All rentals and uses **MUST** be held within these hours.
3. Fees include trash removal. The Village reserves the right to hold a credit card on file to deduct a fine of \$250 for any damage or trash left at the pavilion.
4. Rentals for pavilions have two (2) four-hour time slots to choose from, 10am to 2pm or 3pm to 7pm. Fees for athletic facilities are based on an hourly rate. Rental of the pavilions does not include exclusive use of the park playground. Playgrounds are open to the public. At Willow Pond, rental does not include exclusive use of the splash pad. The splash pad is open to the public.
5. A date can be reserved without payment for up to one week. After that time, the Village reserves the right to make the date available to other persons or groups.
6. Permits will only be issued to persons aged 21 years or over. No permit shall be issued for an event for minors unless it will be supervised by a person aged 21 or over.
7. The Village reserves the right to adjust the assignment of park facilities and athletic fields regardless of the permit issued by providing adequate notice to the group.
8. **Alcohol is prohibited in all Village Parks- Evidence of alcohol/drinking will result in a fine, (Village Ord. # 4-2(H)) and issuance of a citation.**
9. No domestic animals of any type, whether leashed or unleashed, are allowed in Village parks, except to accommodate documented service animals. Posting of advertisements or the sale of any products or services without Village Board approval is prohibited. Other restrictions are listed in Village ordinances related to park use. A copy of these ordinances will be made available to groups when the permit is issued.
10. The licensee shall be responsible for seeing that the facilities are left in the same condition in which the facility was found prior to the event. Failure to comply may result in a fine of \$250 and, if applicable, additional charges.
11. The Village is not responsible for injuries to persons or lost, mislaid, or stolen property.
12. Restrooms are available at Borse Community Park & Willow Pond during normal park hours of operation, beginning at the end of May through Oct 15th. No restrooms are available at other parks.
13. Rental does not include access to the Borse Community Park concession stand.
14. **Vehicular access into any park is prohibited** other than Village vehicles and emergency vehicles. Violators will be ticketed. **(Village Ord. 4-4-2(D))**
15. The licensee(s) agrees to all policies contained in and related to Village ordinances as a condition for receiving the permit.
16. Any material misrepresentation by the applicant provided in the information submitted in the application will result in a fine of \$250.
17. For activities at any Village facility/park, the Village reserves the right to schedule additional staffing and assess appropriate charges should the scope of the usage, in the Village Recreation staff's opinion, require such measures.

_____ I have read and understand the Conditions for all Permits (please initial)

Special Conditions for Picnic/Event Permits

1. Rentals for Willow Pond are restricted to groups of fewer than 50 people. Permit does not include exclusive use of the Splash Pad or Playground.
2. Groups shall have exclusive use of only the facilities listed on the permit.
3. If it is determined by Village staff that an applicant had more people than stated on the permit, additional fees may be charged.
4. Note that use of any electrical appliances is limited to the 15 AMP service at the pavilions.
5. The group is responsible for seeing that trash is bagged neatly and left for staff to remove.
6. Cancellation notice must be received at least one working day before the event, or a \$15.00 cancellation fee will be charged.
7. Rainout policy - If a group's event is rained out, a full refund (minus a \$4.00 check processing charge) will be issued upon request if the group does not request a new date.
8. The Village reserves the right to cancel, for cause, the activity with at least two weeks' notice.
9. With the approval of the Village Administrator, the Director of Parks & Recreation may waive permit fees in whole or in part for those entities that provide pro bono services or waive similar fees to the Village.

 I have read and understand the Special Conditions for all Picnic/Event Permits (please initial).

Special Conditions for Athletic Facilities Permits

1. The Director of Parks & Recreation will assign Athletic Facilities Permits based on the following:
 - Past record by the organization in the care of Village facilities in accordance with Village ordinances, policies, and procedures.
 - The number of Willowbrook residents served by the organization in the previous year.
 - The organization's submission of a certificate of insurance with appropriate coverage and a Hold Harmless Agreement naming the Village, its Officers, Employees, volunteers, and Agents as Additional Insureds.
2. Permits are not issued, nor can athletic facilities be used for conducting private lessons or instruction for profit without the expressed written authorization of the Director of Parks & Recreation.
3. Fees for athletic facilities are based on an hourly rental time period.
4. The Director of Parks & Recreation can revoke the Athletic Facilities permit at any time for a group's violation of the terms of the permit, Village policies or Village ordinance.

I have read, understand, and agree to be bound by the Park Pavilion, Athletic Facility Policy, Fee Schedule and all conditions and Special Conditions.

Printed Name

Signature

Date

2024 Permit Fees and Services Schedules

Revised 10/2/23

Effective 3/15/2024

Picnics and Events - Borse Community Park or Willow Pond

| Persons in Group | Resident Rate | Non-Resident Rate |
|------------------|--|---|
| Up to 25 | \$100 - Waived for School & Scout groups serving Willowbrook | \$200- Waived for School & Scout groups serving Willowbrook |
| 25-50 | \$150- \$75 for School & Scout groups serving Willowbrook | \$300 - \$135 for School & Scout groups serving Willowbrook |
| 51-100 | \$175 - \$95 for School & Scout groups serving Willowbrook | \$350- \$175 for School & Scout groups serving Willowbrook |
| 101-200 | \$250 - \$115 for School & Scout groups serving Willowbrook | \$500 – \$215 for School & Scout groups serving Willowbrook |
| 200+ | Needs Village Board approval | |

Notes:

1. Rentals are available in two 4-hour time slots, 10am to 2pm or 3pm to 7pm
2. Fees include trash removal.
3. An additional \$40 fee for bathroom maintenance will be added for groups over 51 people.
4. Effective July 1, 2021, there is a \$4.50 fee for credit card payments and a \$2.25 fee for debit card payments. This fee goes to the processing company and is not refunded.

Picnics and Events - All Other Village Parks

| Persons in Group | Resident | Non-Resident |
|------------------|----------|--------------|
| 1 – 49 | \$50 | \$100 |
| 50 – 100 | \$100 | \$200 |

Notes:

1. Rentals are available in two 4-hour time slots, 10am to 2pm or 3pm to 7pm

Athletic Facilities Fees and Services-

Basic Usage Fees- updated 2023 (Fees apply for each field or court per date)

Athletic fields

Borse Community Park

| | |
|--------------------------------|--|
| Softball field (per field) | \$35/hour Practice \$60/hour Game |
| Football / soccer field | \$35/hour Resident \$70/hour Non-Resident |
| <i>All other parks</i> | \$35/hour Resident \$70/hour Non-Resident |
| Basketball or volleyball court | \$20/hour Resident \$40/hour Non-Resident |
| Tennis court (per court) | \$15/hour Resident \$20/hour Non-Resident |
| Lights | \$25/hour |

Notes:

1. The above rentals are based on an hourly rental rate.
2. Effective July 1, 2021, there is a \$4.50 fee for credit card payments and a \$2.25 fee for debit card payments, this fee is not refunded.

| Borse Community Park Optional Services | | |
|---|---|--|
| Grading softball field | | \$40 per field per date |
| Lining softball field | | |
| Infield lining with non-caustic chalk | | Material: \$15 per field/date Labor: \$40 per field /date |
| Outfield foul lines with spray paint | | Material: \$20 per field/date Labor: \$40 per field /date |
| Lining football field or soccer field | | |
| Initial lining | | Material: \$225 per field Labor: \$300 per field |
| Re-lining | | Material: \$125 per field Labor: \$200 per field |
| Other services | Fees are determined at time of application. | |

Policy for Refunds of Athletic Field Facilities and Services Fees

If an applicant cancels an athletic facility reservation or event, refunds will be issued for 90% of the Fees, and, **if** the work has not been performed (e.g., ball field grading), 100% of the Optional Services Fees. Please note: A request for this refund must be made no later than two weeks after the first date of the reservation as noted on the application.

Waiver of Application and Basic Field Permit Fees

With the approval of the Village Administrator, the Director of Parks and Recreation may waive the Basic Field Permit Fees in whole or in part for those organizations that provide capital improvements to the Village's Park system.



BOARD OF TRUSTEES MEETING

| | |
|---|------------------------------|
| AGENDA ITEM NO: 5.g. SUBJECT: A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL | DATE: October 9, 2023 |
|---|------------------------------|

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff is seeking approval of a resolution authorizing the Mayor and Village Clerk to execute a memorandum of understanding between the Village of Willowbrook and the Illinois Fraternal Order of Police (FOP) Labor Council establishing a Retirement Health Savings (RHS) plan.

BACKGROUND/SUMMARY

In October of 2022, the Village Board approved a collective bargaining agreement covering the wages, benefits, terms, and conditions of employment of all sworn police officers employed by the Village of Willowbrook in the ranks of patrol officer or sergeant, which agreement has a term expiring April 30, 2026.

Section 18.16 of the Agreement provides that the Village will establish payroll deductions and/or transfers for a Retirement Health Savings Plan, upon designation by the Union, and said Section also provides that the Village shall not be required to contribute to the Plan nor be responsible for any costs associated with the Plan, except that the Village shall pay the enrollment or other fees necessary to establish such Plan, but not to maintain such Plan.

In July of 2023, the Union informed the Village that it has designated that the payroll deductions and transfers to the Plan shall be as set forth hereinafter in this Memorandum of Understanding.

The Village and the Union agree as follows:

- The Village shall establish a Retirement Health Savings Plan through the National Public Pension Fund Association (NPPFA).
- Commencing the first payroll following January 1, 2024, the Village shall deduct the following amounts from the base pay of employees within the bargaining unit:



- (a) employees with 0-2 years of service, 0% of base pay;
- (b) employees who have completed 2 years of service until completion of 8 years of service, 2% of base pay;
- (c) employees who have completed 8 years of service and thereafter, 3% of base pay.

Under the terms of the Retirement Health Savings Plan, all current employees of the bargaining unit, as of December 31st, 2023, shall have a one-time opportunity to opt out of participating in the Retirement Health Savings Plan. Once that election is made, it may not be reversed or changed. Any employees of the bargaining unit who are hired on or after January 1st, 2024, shall be required to enroll in the Retirement Health Savings Plan.

FINANCIAL IMPACT

Per the Collective Bargaining Agreement, the Village shall not be required to contribute to the Plan nor be responsible for any costs associated with the Plan, except that the Village shall pay the enrollment or other fees necessary to establish such Plan, but not to maintain such Plan.

RECOMMENDED ACTION:

Adopt the resolution.

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AUTHORIZING
AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

WHEREAS, the Village of Willowbrook (“Village”) and the Illinois Fraternal Order of Police Labor Council (“Union”) are parties to a collective bargaining agreement (“Agreement”); and

WHEREAS, Section 18.16 of said Agreement provides that the Village will establish a Retirement Health Savings Plan (“Plan”) that will establish payroll deductions and/or transfers into the Plan, upon designation by the Union; and

WHEREAS, the Union has designated the payroll deductions and/or transfers to be made for the Plan.

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

SECTION ONE. That certain “Memorandum of Understanding Regarding the Establishment of a Retirement Health Savings Plan,” a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION TWO. The Village Administrator is hereby authorized and directed to execute the Memorandum of Understanding on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION THREE. This Resolution shall be in full force and effect upon its passage as provided by law.

PASSED and **APPROVED** this 9th day of October, 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

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
REGARDING THE ESTABLISHMENT OF A
RETIREMENT HEALTH SAVINGS PLAN**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the VILLAGE OF WILLOWBROOK ("Village") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL ("Union") this _____ day of September, 2023.

WHEREAS, the Village and the Union are parties to a collective bargaining agreement covering the wages, benefits, terms and conditions of employment of all sworn police officers employed by the Village of Willowbrook in the ranks of patrol officer or sergeant, which agreement has a term expiring April 30, 2026 ("Agreement"); and

WHEREAS, Section 18.16 of said Agreement provides that the Village will establish payroll deductions and/or transfers for a Retirement Health Savings Plan ("Plan"), upon designation by the Union, and said Section also provides that the Village shall not be required to contribute to the Plan nor be responsible for any costs associated with the Plan, except that the Village shall pay the enrollment or other fees necessary to establish such Plan, but not to maintain such Plan; and

WHEREAS, the Union has informed the Village that it has designated that the payroll deductions and transfers to the Plan shall be as set forth hereinafter in this Memorandum of Understanding.

NOW, THEREFORE, the Village and the Union agree as follows:

Section 1. The Village shall establish a Retirement Health Savings Plan through the National Public Pension Fund Association (NPPFA).

Section 2. Commencing the first payroll following January 1, 2024, the Village shall deduct the following amounts from the base pay of employees within the bargaining unit:

- (a) employees with 0-2 years of service, 0% of base pay;
- (b) employees who have completed 2 years of service until completion of 8 years of service, 2% of base pay;
- (c) employees who have completed 8 years of service and thereafter, 3% of base pay.

Section 3. Under the terms of the Retirement Health Savings Plan, all current employees of the bargaining unit, as of December 31, 2023, shall have a one-time opportunity to

opt-out of participating in the Retirement Health Savings Plan. That election is an irrevocable election, it may not be reversed or changed. Any employees of the bargaining unit who are hired on or after January 1, 2024 shall be required to enroll in the Retirement Health Savings Plan.

IN WITNESS WHEREOF, the Village and the Union have executed this Memorandum of Understanding on the date first set forth hereinabove.

VILLAGE OF WILLOWBROOK

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL

By: _____

By: Kev S. Key 09-25-23

M. Valente

M. Valente

1164116.1



BOARD OF TRUSTEES MEETING

| | |
|--|------------------------------|
| AGENDA ITEM NO: 5.h. | DATE: October 9, 2023 |
| SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN TWIG TECHNOLOGIES, LLC AND THE VILLAGE OF WILLOWBROOK | |

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff is seeking to approve the contract with TWiG Technologies for field mapping services.

BACKGROUND/SUMMARY

Throughout the past ten years, the need to identify the valves and all underground infrastructure has been a top priority of the Village but has been delayed due to a lack of a GIS system and the overall cost of this service. As the Board is aware, on April 25th, 2022, the Village approved a GIS system which created the Village's first in-house GIS map that is used by the Village Administrator's Office, Community Development, and the Police Department. While Public Works has been able to use this software to track previous water main breaks, it does not assist their staff with the location of valves. Public Works staff has been utilizing out-of-date and inaccurate water atlas information during every emergency water main break repair. This type of practice puts the Village at a disadvantage in solving a water main break.

At the July 24th 2023 Committee of the Whole, staff presented the ongoing issue and asked for direction to hire a firm that will assist the Village in locating all valves within the Village. At that time, the Board unanimously approved staff's direction to begin the bidding process for a firm. On August 9th, 2023, staff held a bid opening for GIS field mapping services. Staff received four bids ranging from \$19,700-\$147,190. After meeting with the low bidder and discussing the expectations of the project, it was determined that there was some confusion on their part when reading the bid documents. TWiG Technologies bid this project with a clear understanding, have passed their reference checks, and is the lowest responsible bidder at an amount not to exceed \$147,190.00.



Bid Results are below:

| Vendor | Services provided | Quoted Total Price | Additional Services Quoted Price |
|-----------------|--|--------------------|----------------------------------|
| Goldfinch | GIS database creation, mobilization, field mapping, equipment fees, GIS map/deliverables/final report | \$19,700* | N/A |
| GraEF | coordination, utility, processing, mapping, QC, GIS data processing, Final GIS deliverable, mileage expenses | \$26,957* | \$24,734 |
| M.E. Simpson Co | GIS Map of Field GPS Verified Water System Assets and Water Mains | \$19,909* | \$5,350 |
| TWiG Tech | water valve, fire hydrant, fire hydrant valve, water main, and QA mapping | \$147,190 | N/A |

* = Vendor did not understand the desired full scope of services within bid.

FINANCIAL IMPACT

Since this is not a budgeted item, it will require a \$147,190.00 budget amendment within the Water Fund. This budget amendment will come at the next Board meeting.

RECOMMENDED ACTION:

Staff recommends entering into a contract with TWiG Technologies.

RESOLUTION NO. 23-R-__

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT BY AND BETWEEN TWIG TECHNOLOGIES, LLC
AND THE VILLAGE OF WILLOWBROOK**

WHEREAS, the Village of Willowbrook (the “Village”) requested proposals for GIS mapping services to be performed on behalf of the Village; and

WHEREAS, of the proposals received and reviewed by the Village, the Village has determined that the proposal submitted by TWiG Technologies, LLC best serves the needs of the Village; and

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 TWiG Technologies, LLC to perform professional GIS mapping services for the Village.

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 TWiG Technologies, 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 by and between the Village of Willowbrook and TWiG Technologies, LLC, and the Village Clerk is directed to attest to the Mayor’s signature, all on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 9th day of October, 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”

TWIG TECHNOLOGIES, LLC AGREEMENT

CONTRACT

This contract (this “**Contract**”) made and entered into this _____ day of October, 2023, by and between the Village of Willowbrook, an Illinois municipal corporation (hereinafter referred to as the “Village”), and TWiG Technologies, LLC, 129 Capista Drive, Shorewood, Illinois 60404, (hereinafter referred to as the “Contractor”).

WHEREAS, the Village desires to engage the Contractor to provide Geographic Information Systems (GIS) Mapping Services to the Village on the terms and conditions set forth herein; and

WHEREAS, the Contractor hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Village of Willowbrook and TWiG Technologies, Inc. that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions including, but not limited to, pricing that will govern the overall relationship between the Contractor and the Village. The Contractor will provide the Services described in the statement of work and Response to Request for Proposal, attached hereto as **Attachment 1** (“Statement of Work”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Contractor may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 RELATIONSHIP OF PARTIES

2.1 Independent Contractor. The Contractor shall at all times be an independent contractor, engaged by the Village to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

2.2 Contractor and Employees. Neither the Contractor nor any of its employees shall be considered to be employees of the Village for any reason, including but not limited to for

purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

2.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 3 PAYMENT TO THE CONTRACTOR

3.1 Payment Terms. The Village agrees to pay the Contractor in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Contractor shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Contractor shall permit the authorized representative of the Village to inspect and audit all data and records of the Contractor for work done under this Contract. The Contractor shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(b) Payments to the Contractor shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(c) The Village is a tax-exempt Village and will provide Contractor with a copy of the Village's current sales tax exemption certificate. Contractor shall not charge the Village any tax incurred by the Contractor for these Services.

3.2 Service Rates. The service rates set forth in the Statement of Work and any Supplemental Statement of Work include all applicable federal, state, and local taxes of, and/or response to request for proposals, every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

SECTION 4 TERM

4.1 Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect until the Project is completed.

SECTION 5 TERMINATION OF CONTRACT

5.1 Voluntary Termination. Notwithstanding any other provision hereof, the Village may terminate this Contract during the Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Contractor.

5.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

5.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 5, the Contractor shall be paid for services actually performed and reimbursable expenses, if any, actually incurred through the date of termination.

SECTION 6 CONTRACTOR PERSONNEL AND SUBCONTRACTORS

6.1 Adequate Staffing. The Contractor must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“Contractor Personnel”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or any Supplemental Statement of Work.

6.2 Use of Subcontractors. The Contractor’s use of any subcontractor or subcontract to perform the Services shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Contractor shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Contractor in the performance of the Services.

6.3 Removal of Personnel and Subcontractors. Village may, upon written notice to Contractor, request that any Contractor Personnel be removed or replaced. Contractor shall promptly endeavor to replace such Contractor Personnel and Village shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

SECTION 7 ACCOMMODATION OF CONTRACTOR PERSONNEL; MUNICIPAL FACILITIES

7.1 Facilities, Equipment, and Records. The Village shall, as may be necessary, provide the Contractor with adequate working space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program.

7.2 Backup and Recovery Systems. The Village shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Village’s GIS assets that permit the Contractor to continue Services within a reasonable period of time following a disaster or outage. The Contractor shall be responsible for installing, operating and monitoring the backup and recovery systems for all Contractor’s assets that permit the Village to continue accessing the GIS Materials and Services within a reasonable period of time following a disaster or outage.

7.3 Right of Entry; Limited Access. Contractor’s Personnel performing Services shall be permitted to enter upon the Village’s property in connection with the performance of the

Services, subject to those rules established by the Village. Consent to enter upon a Village's facility given by the Village shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Village. Contractor's Personnel shall have the right to use only those facilities of the Village that are necessary to perform the Services and shall have no right to access any other facilities of the Village.

SECTION 8

CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

8.1 Village Materials. The Contractor acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Village to the Contractor for use in performing the Services and the GIS database (including files created from the database) created by Contractor hereunder (the "Village Materials") are the sole and exclusive property of the Village. The Contractor acknowledges that this Contract is not a license to use the Village Materials, except as needed to perform the Services hereunder.

8.2 GIS Materials. It is expressly understood that, excluding the Village Materials and Third-Party Materials, the Contractor may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Contractor in providing Services hereunder (the "GIS Materials").

(a) The Contractor hereby grants the Village a limited, personal, nontransferable, non-exclusive license to use the GIS Materials solely for the purpose of and in connection with the Village's GIS.

8.3 Confidential Information. In the performance of this Contract, the Contractor may have access to or receive certain information in the possession of the Village that is not generally known to members of the public ("Confidential Information"). The Contractor acknowledges that Confidential Information includes, but is not limited to, proprietary information.

8.4 Dissemination of Confidential Information. Unless directed by the Village, Contractor shall not disseminate any Confidential Information. If Contractor is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Contractor's possession as a result of Services provided under this Contract, unless prohibited by law, Contractor shall immediately give notice to the Village with the understanding that the Village shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Contractor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Contractor shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Contractor under this Contract.

8.5 Freedom of Information Act Requests. Within four (4) business days after the Village's Notice to the Contractor of the Village's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Contractor shall furnish

all requested records in the Contractor's possession which are in any manner related to this Contract or the Contractor's performance of the Services, including but not limited to any documentation related to the Village and associated therewith. The Contractor shall not apply any costs or charge any fees to the Village or any other person, firm or corporation for its procurement and retrieval of such records in the Contractor's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Contractor shall defend, indemnify and hold harmless the Village including its several departments and including its officers and employees and shall pay all of the Contractor's Costs associated with such FOIA request or requests including Costs arising from the Contractor's failure or alleged failure to timely furnish such documentation and/or arising from the Contractor's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Contractor's and/or the Village's defense of any litigation associated therewith. In addition, if the Contractor requests the Village to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Contractor shall pay all Costs in connection therewith.

8.6 Survive Termination. The provisions of Section 8.1 and 8.3 through and including 8.6 shall survive the termination of this Contract.

SECTION 9 LIMITATION OF LIABILITY

9.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONTRACTOR OR THE VILLAGE BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 10 CONTRACTOR WARRANTY; INDEMNIFICATION; INSURANCE

10.1 Warranty of Services. The Contractor warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

10.2 Indemnification. The Contractor shall indemnify and save harmless the Village and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workers Compensation claims by Contractor's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Contractor, the Contractor's employees and agents.

10.3 Insurance. The Contractor must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 1** to this Contract.

10.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 11 GENERAL PROVISIONS

11.1 Equal Employment Opportunity Clause. In the event of the Contractor's non-compliance with the provisions of this Section 11.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "Act"), 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 this 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. During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Contractor 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 the Contractor hires additional employees in order to perform this Contract or any portion of this Contract, the Contractor will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "Applicable Regulations")) of minorities and women in the areas from which the Contractor may reasonably recruit and the Contractor 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 the Contractor or on the Contractor's behalf, the Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Contractor will send to each labor organization or representative of workers with which the Contractor 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 Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in the Contractor's efforts to comply with the Act and the Applicable Regulations, the Contractor will promptly notify the Illinois

Department of Human Rights (the “Department”) and the Village and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Contractor will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Contractor will include verbatim or by reference the provisions of this Section 11.1 in every subcontract 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 Section 11.1 by subcontractors; and further the Contractor will promptly notify the Village 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.

11.2 No Collusion. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

11.3 Sexual Harassment Policy. The Contractor certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

11.4 Compliance with Laws and Grants. Contractor shall give all notices, pay all fees, take all action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Contractor shall also comply with all conditions of any federal, state, or local grant received by Village or Contractor with respect to this Contract or the Services.

11.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Village.

11.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

11.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Contractor shall be made or be valid against the Village.

11.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

11.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in DuPage County, Illinois.

11.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

11.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

11.12 Attachments and Exhibits. Attachments 1 and 2 and Exhibit A are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment or Exhibit and the text of this Contract, the text of this Contract shall control.

11.13 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“*Dispute*”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

11.14 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender’s receipt of an acknowledgment from the intended recipient

(such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgment).

If to Contractor: TWiG Technology, LLC
Attn: _____
109 Capista Drive
Shorewood, Illinois 60404
Email: _____

11.15 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "Force Majeure"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

11.16 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.17 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

By: _____
Name: _____
Its: _____

VILLAGE OF WILLOWBROOK

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Name: _____
Its: _____

CONTRACTOR:

TWIG TECHNOLOGIES, LLC

By: _____
Name: _____
Its: _____



REQUEST FOR PROPOSAL

FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) Mapping
RFP 017 GIS Mapping Project
Village of Willowbrook

August 9, 2023 11:00AM

CONTRACT PROPOSAL

To:
Village of Willowbrook
Attn: Village Administrator
835 Midway Drive
Willowbrook, IL 60527



Main Address: 129 Capista Drive, Shorewood, IL 60404 | Phone: 815-744-6600 • Fax: 815-744-0101
Invoicing: 401 S. Carlton Avenue • Wheaton, IL 60187 | www.twigtechnologies.com

TABLE OF CONTENT

| | | |
|------|----------------------|----|
| I. | OVERVIEW | 3 |
| II. | PROJECT ORGANIZATION | 3 |
| III. | KEY STAFF | 4 |
| IV. | EXAMPLE PROJECTS | 5 |
| V. | INSURANCE | 7 |
| VI. | SCOPE OF WORK | 7 |
| VII | COMPENSATION | 10 |
| VIII | ATTACHMENTS | 10 |

I. OVERVIEW

We are pleased to submit this contract proposal for professional GIS and water Utility GPS Locating for the Village of Willowbrook. TWiG Technologies (formerly Ruettiger, Tonelli & Associates, Inc) has done many GIS data creation and GPS underground utility locating projects for area municipalities and government agencies for 20+ years. TWiG as Ruettiger, Tonelli and Associates has completed many large water locating projects for the City of Joliet over the last 10 years and has located more than 170 miles of watermain, 3,000+ main valves, 2,000+ fire hydrants and 3,000+ water service. We have also completed underground utility locating for other municipalities, such as the City of Lockport, where we have located more than 58 miles of watermain, 1,800+ main valves and 2,000+ fire hydrants.

TWiG understands that the Village does not have any GIS or GPS data of its water infrastructure. It appears the Village has a CAD map atlas but no detailed information. TWiG proposes to create a GIS geodatabase with attribute fields, domains and rules of connectivity to provide for the base of the Village of Willowbrook water GIS system. TWiG will locate/add the existing water distribution main system within the Village as well as the associated valves, hydrants, hydrant valves and hydrant leads. The Village has estimated that they have 42 miles of water main,

II. PROJECT ORGANIZATION

TWiG will be using Great Pyrenees Technologies, LLC (GPT) as a sub consultant for quality assurance of data collection. GPT will be creating rules within the GIS data for the purposes of maintaining data standards for both geometric connections of pipes and structures as well as attribute information. All correspondence and work will be done internally between TWiG and GPT.

All project coordination and correspondence with the Village of Willowbrook will go through the project manager, Michael Dahm. All sub consultant work is internal to the project.

III. **KEY STAFF**

Resumes attached

Michael Dahm, GISP, AICP

GIS Director

GISP (Certified GIS Professional), AICP (American Institute of Certified Planners)

Project Manager

Project Roles: Project Management, Data Editing, Database Development, Training,
Sub consultant coordination

*Primary contact with the Village

Joseph Hammer

Director of Operations

PE (Professional Engineer)

Project Roles:

Professional Engineer

Engineering Manager

Provide technical assistance to field and office personnel

David Zientek

Project Engineer

PE (Professional Engineer), PLS (Professional Land Surveyor), LEED AP

Land Surveyor/Utility Locator

Project Roles:

Professional Land Surveyor/Professional Engineer

Survey Crew Manager

IV. EXAMPLE PROJECTS

TWiG as Ruettiger, Tonelli & Associates (RTA) has performed many similar jobs for area municipalities such as the City of Joliet, City of Lockport, Village of Shorewood, and Joliet Junior College.

City of Joliet GIS/GPS Locating

TWiG as RTA has completed many water locating and underground utility locating contracts in the past 10 years. Several of those are listed below. TWiG (RTA) has done over \$800,000 worth of underground utility locating for the City of Joliet. TWiG started the pilot projects with the City to start adding its utility GIS data to the City's database in 2012. We kicked off a pilot project to start locating its underground utilities with GPS soon after in 2013. We have worked on locating utilities for the City ever since.

Recent Underground locating projects:

Commercial Water Service GIS Locating Projects

TWiG(RTA) awarded 3 contracts totaling \$163,650 for Commercial Service locating Contracts to GPS locate 2,150 water service valves and 29 miles of water services and add to the City of Joliet GIS database. Awarded and completed in 2021, 2022 and 2023.

TWiG was able to leverage our experience with GIS, surveying and application development to create very efficient ways of locating water utilities and collecting required attributes for the City of Joliet. We were able to significantly cut costs and time required to perform the tasks. We obtained a contract extension based on our low price and quality compared to competitors.

Residential Water Service Valve GIS Locating Projects

TWiG(RTA) was awarded a contract for \$32,400 to survey 9,000 residential water service valves. This project was completed in 2019 and was for GPS locating and attribute collection for residential water service valves.

City of Lockport GIS/GPS Locating

TWiG as RTA is the GIS consultant for the City of Lockport and has completed many water locating and underground utility locating contracts over the past 6 years. TWiG (RTA) created the City of Lockport GIS system, database and locating procedures.

Lockport Utility Locating and GIS contracts

TWiG(RTA) completed contracts for \$53,000, \$70,000 and \$70,000 from 2019-2021 to provide GPS locating of underground utilities for water, storm and sanitary sewer as well as provide GIS support, application development and ArcGIS Server implementation. TWiG continues to provide GIS and locating support services.

GPS Field Locating of Underground Utilities 2018

TWiG(RTA) was awarded a contract for \$19,788 to GPS locate underground utilities including water main within several subdivisions to analyze some existing CAD data the City had as well as provide the City with effort requirements to do additional large scale locating of water, sanitary and storm sewer.

Additional Municipal projects and clients can be provided upon request.

Current Municipal GIS Clients:

1. Client: City of Joliet- Public Utilities Department
Department(s): Public Utilities Department
Project(s): GIS Consultant to Public Utilities Department, Utility locating and input into GIS, Utility plan digitizing, GIS database consulting, Web and mobile viewing and editing app development,
Present Status: Current consultant to Public Utilities Department

2. Client: City of Lockport
Department(s): Public Works and Engineering Department
Project(s): Creation of municipal utilities GIS database, locating of all water, storm and sanitary facilities. Maintenance of GIS data, creation of applications and online data access and editing.
Present Status: Currently providing GIS Services for the Public Works and Engineering Department as well as the Community Development Department.

3. Client: Village of Shorewood
Department(s): Public Works, Community Development, Building & Zoning
Project(s): GIS Consultant, Created, maintain and hosting of municipal GIS database
Utility locating and input into GIS, Utility plan digitizing, GIS database consulting
Web and mobile viewing and editing app development
Present Status: Current Village GIS Consultant

4. Client: Village of Manhattan
Department(s): Community Development, Public Works
Project(s): GIS Consultant
Upgraded, converted and hosting of municipal GIS database, Web viewing application development
Present Status: Current Village GIS Consultant

5. Client: Village of Channahon
Department(s): Public Works, Community Development
Project(s): Upgraded, converted and hosting of municipal GIS database
Web viewing application development
Utility plan digitizing
GIS database consulting
Present Status: Current Village GIS Consultant

6. Client: Village of Homer Glen
Department(s): Planning & Zoning, Economic Development, Development Services
Project(s): Upgraded and convert of municipal GIS data, ArcGIS Online deployment
Stormwater plan digitizing, GIS database consulting
Present Status: Current Village GIS Consultant

V. INSURANCE

TWiG currently has and will maintain the required insurance per the RFP. TWiG will provide proof of insurance before any work is to proceed.

VI. SCOPE OF WORK

GIS DATABASE CREATION

TWiG with GPT will create a GIS utility database for the Village water system. The geodatabase will be used for field locating and office editing. A file geodatabase version of this data will be provided to the Village as progress during the project as well as a final edited and quality assured version at the completion of the project.

TWiG proposes GIS features for locating with the following attributes for collection. Additional attributes can be added after discussions with Village staff. If the additional attributes require additional field or office work a revision with additional costs will be supplied. Domains will be created and utilized within the database for all fields that can use categories so that pull downs will be used. This will further increase the attribute standardization.

- All Features
 - Located date
 - Elevation (NAVD88 feet)
 - Vertical and Horizontal accuracy (data from GPS antenna)
 - Located by (name of locator)
 - Source (GPS high accuracy, GIS, Plans, as-built etc.)
 - Edit Type (Add new feature, update etc.)
 - Water Type (Potable, Raw, etc)
 - Notes
- All Point Features
 - Edited by (name of user)
 - Edit date
 - Project contract name
 - Vertical and Horizontal accuracy (data from GPS antenna)
- Water Mains (Lines)
 - Diameter (to be observed from vaults, plans can be used and mark source accordingly)
 - Material (to be observed from vaults, plans can be used and mark source accordingly)
 - Field verified (yes/no, for confirming size and material were seen in a vault, otherwise from plans or other source)
 - Diameter and Material source (Field verified, plans, as-built, atlas etc.)
- Main Valves (points)
 - Structure type (vault, box)
 - Correct lid
 - Pressure reducing valve (yes/no)
 - Interconnect (yes/no) To be coordinated with Village
 - Buried (yes/no)

- Obstructions within (interior of structure obstructed)
- Notes of obstruction
- Water Main Connections (points)
 - Type (4-way, 3-way, reducer, plug, hydrant connection, etc)
- Fire Hydrant (points)
 - Cast year
 - Manufacturer
 - Observations (notes on observed condition if anything is noticeably wrong)
- Fire Hydrant Valves (points)
 - Buried (yes/no)
- Hydrant Lead (Line)
 - Source
 - Most will be very short and added in the office from hydrant to the main and marked GIS source, longer lines not adjacent to mains will be located via GPS.

GPS FIELD LOCATE AND DATA INPUT

TWiG will perform field locations of the water features within the Village of Willowbrook using GNSS receivers utilizing real time kinematic correction services to provide accuracy in the range of 0.2 feet (~2 inch) for horizontal accuracy and 0.4 feet (~5 inch) for vertical accuracy. TWiG will provide data to the Village in whatever coordinate system that is required. The database will be prepared and located/edited in NAD 1983 State Plane Illinois East for horizontal coordinates and North American Vertical Datum 1988 (NAVD88) for vertical datum in feet.

TWiG field locators will utilize visual evidence of structures to locate and follow mains based on underground locating. TWiG will use the existing water map provided along with any data/maps that the Village can provide to help identify and locate additional water main and associated structures. Field locators will have the ability to add attributes in the field and utilize the domains and libraries built within the water geodatabase created for the Village.

Location of valves, hydrants and hydrant valves will be visually located by the field personnel and then GPS located. Suspected valves that can not be visually located will be attempted to be found using metal detected and electromagnetic detected means using reasonable measures. Some structures may not be found as they may have been buried. All partial and suspected but unable to locate facility addresses/approximate locations will be noted and a list provided to the Village. Water valves that cannot be confirmed shall not be surveyed.

Water mains will be located utilizing precision buried pipe locators such as the Radio Detection RD7200 (or better) and associated transmitters. Field locators will connect transmitters to the valves and hydrants to send electrical signals down the water main to be able to locate them from the surface.

Each field locator will have the following equipment while locating

1. GNSS receiver utilizing real time post processing.
2. Horizontal accuracy of at least 0.1 feet
3. Vertical accuracy of at least 0.2 feet
4. Electromagnetic underground locator (Radiodetection RD7200 or better)
5. Metal detector
6. Manual ground probe
7. Hand shovel
8. Blue paint

GPS FIELD LOCATING

- To Be Located
 - Water main valves
 - Water main pipes
 - Fire Hydrants
 - Fire Hydrant valves
- Not included in this contract
 - Water service valve
 - Water service lines
 - Water features locating within buildings
 - Water features outside the Village of Willowbrook
 - Other utilities not specifically designated within this RFP

OUR SERVICES DO NOT INCLUDE

- A. Clearing blocked or flooded manholes or valves.
- B. Digging out buried structures (Locations will be marked buried).
- C. Entering locked, blocked or barricaded yards or structures.
 - a. TWiG can coordinate with the Village to gain access to such areas
- D. Entering underground structures
- E. Map or application creation

VILLAGE OF WILLOWBROOK SHALL PROVIDE

- A. Information, plans or atlases indicating existing water mains for reference
- B. Field personnel to drain/clear vacuum filled valves if needed or required

VII. COMPENSATION

TWiG will provide the above work for a not to exceed price of **\$147,190.00** based on the quantities in the below listed table. Additional work outside of the proposed scope or beyond the location quantities can be provided at a cost per structure/mile for larger areas/quantities or time and material for small areas/quantities.

| | Task | Quantity | Units | Unit Price | Cost |
|--------------|---------------------|----------|---------|-------------|---------------------|
| 1 | Water Valve | 600 | Each | \$20.00 | \$13,200 |
| 2 | Fire Hydrant | 600 | Each | \$12.00 | \$9,000.00 |
| 3 | Fire Hydrant Valve | 600 | Each | \$12.00 | \$9,000.00 |
| 4 | Water Main | 42 | Miles | \$2,312.00 | \$102,690.00 |
| 5 | QA (Great Pyrenees) | 1 | Project | \$13,300.00 | \$13,300.00 |
| TOTAL | | | | | \$147,190.00 |

VIII. ATTACHMENTS

- A. Great Pyrenees LLC scope of work
- B. Resumes

N:\Clerical\Proposals\Proposals 2023\Willowbrook\TWiG-Willowbrook RFP 017- 08-09-2023.doc



111 St. James Ct., Suite C
Frankfort, Kentucky 40601

Draft Approach for Independent Data QC for Willowbrook, Ill.

Scope

The Village of Willowbrook, Ill., requests assistance with GIS mapping of underground water infrastructure. Great Pyrenees Technology, L.L.C. (GPT) will assist with the Quality Assurance (QA) of data collected by the primary contractor. The primary contractor will house the data in an on-line environment that will be accessible to GPT for review of the basic utility features collected. As a subcontractor, GPT will report to the primary contractor on any project related items.

Task 1: Develop Rules/Standards

For each type of water feature (water valves, fire hydrants, and water mains), working in conjunction with the primary contractor, propose mapping standards to Willowbrook. These will include spatial/geometry standards (e.g., connectivity, flow direction) and attribute standards (e.g., size, pipe material—identify required fields and optional fields).

Task 2: Review Data against Rules/Standards

GPT will use a combination of manual and automated procedures to check that the mapped water asset data meets the standards previously defined. Features that do not meet the standards will be flagged for correction by the primary contractor.

Steps involved in the process of QA are as follows:

- 1) Use ESRI ArcGIS Pro to access server/online data from the primary contractor
- 2) Use additional reference data from appropriate sources
 - a) Google basemap
 - b) ESRI basemap
 - c) Other available data
- 3) Build models to evaluate data
 - a) Utilizing data schema, the following items are required
 - i) List of data to be collected
 - ii) List of fields containing data
 - iii) List of values for the fields, including domains and valid values
 - iv) Connectivity of the spatial data

- b) Utilize rules for QA
 - i) Determined from the data schema
 - ii) Develop template for error handling
- 4) Perform QA
 - a) Determine process for returning errors to the primary contractor
 - i) QA notes
 - ii) QA bookmarks
 - b) Review results of the QA
 - c) Send results to the primary contractor
 - d) Receive back any corrections from the primary contractor
 - e) Re-check data revisions
 - f) Re-run process for QA as needed
- 5) Depending on how data is collected
 - a) Review each project area as submitted
 - b) Review entire dataset when project is complete
- 6) Review any additional areas as requested due to errors/omissions

GPT Experience

Great Pyrenees Technology, L.L.C. (GPT) is a small GIS consulting company that has provided service similar to those described here to the City of Joliet, Ill., for the last 10 years. Particularly pertinent is GPT's experience since approximately 2015 providing independent QC review of water, sewer, and stormwater data delivered every month by several engineering companies. Each month GPT reviews new data submissions against data standards developed with Joliet Public Utilities' project manager. Features that do not pass the review are flagged for the contract engineers to correct.

GPT has been in business since 2014 and is located in Frankfort, Kentucky. GPT staff working on the project will include: Janette Lovely and Woodson Smith.

Cost: Estimated Cost

GPT proposes the work for QA at an hourly rate of **\$95** on a Time and Materials basis (T&M). Although the total number of hours is uncertain at this time, GPT can estimate that the initial setup, development of rules for QA, models for QA and templates for QA results will take approximately **40** hours. It is anticipated that the spatial area for QA is limited to about 2.5 square miles and based on our experience when analyzed using models will not take a substantial amount of time. GPT estimates approximately **100** hours for the analysis during the course of the project. The estimated cost for QA is: **\$13,300**. GPT will keep the primary contractor informed of the hours spent on the project and submit invoices on a timely basis.

GPT anticipates that all QC activity will be performed remotely, so we have not included any travel expenses in our pricing. Should any travel be necessary we will invoice the travel expenses at cost.

MICHAEL DAHM, GISP, AICP

GIS DIRECTOR

KEY QUALIFICATIONS

Mr. Dahm is a GIS Director with a background including, project management, GIS database development, custom application design, municipal GIS design, municipal planning, comprehensive planning, land planning, website and mobile application development, NEPA and environmental assessment work for state agencies, municipalities, counties and developers.

RELEVANT EXPERIENCE

Mr. Dahm is a GIS Director and Planner for state agencies, municipalities and developers. He has expertise in GIS development and database design, conducting planning efforts and preparing comprehensive land use controls. Mike Dahm also serves as a project manager and CAD designer on many land planning & subdivision projects. As part of the planning process, he provides, reviews and coordinates material for establishing client goals and objectives; and policy statements for public planning documents. Mr. Dahm works with many area municipalities and is familiar with planning issues facing municipalities in the region. He is highly proficient in Trimble handheld GPS and ArcGIS software.

Village of Shorewood GIS, Shorewood, IL – Created a GIS database and custom web and mobile mapping applications to locate all stormwater, sanitary sewer and water utilities, lighting as well as street signs within the Village. Trained Village staff on survey grade GPS units as well as handheld GPS units to be used for location and attribute gathering. Trained staff on ArcGIS products to maintain and operate the database.

City of Joliet GIS, Joliet, IL – Worked with City of Joliet staff to create a process to update their utility GIS database that was based on inaccurate CAD maps. Updated over 45,000 water, sanitary sewer and storm sewer features. Created custom solutions to streamline the update processes under multiple contracts to update newer areas based on paper plans and create a system to survey all existing utilities in the field and import into their utility GIS for areas without accurate plans. Utilized geometric networks to maintain data quality and connectivity.

YEARS EXPERIENCE: 20

REGISTRATIONS

GIS Professional

No.: 54790

American Institute of Certified Planners
No.: 021296

EDUCATION

B.S. Urban and Regional Planning,
Iowa State University

AFFILIATIONS

Urban and Regional Information
Systems Association (URISA)
Illinois GIS Association (ILGISA)
American Planning Association (APA)

IDOT – District 1 Outdoor Advertising Inventory, Creation of GIS database and custom applications for signboard inventory using handheld GPS units and laser range finders. GPS survey data download, database design and maintenance, project website for approximately 5,000 signboards across northeast Illinois.

Joliet Junior College Facilities GIS, JJC- Created a GIS database to utilize handheld GPS units to locate all campus utilities. Trained College staff to utilize handheld GPS units and to operate and maintain the database with ArcGIS products.

Illinois State Toll Highway Authority, Creation of GIS datasets of roadway acquisition parcels for the I-355 south extension and I-88 through Kane and DuPage Counties. Creation of a GIS database for the conversion of survey data to inventory existing maintenance yards.

GIS Mapping Consulting and Training Multiple Cities, IDOT, ISTHA, and Institutions - Creation of maps, GIS databases and custom applications in a wide range of uses such as subdivision concept plans, economic development, transportation, comprehensive plans, environmental conditions, aerial photography, site location, zoning updates, district boundaries, right-of-way plats, and utility systems. Creation of websites for tracking project status and job tasks as well as mapping progress.

JOSEPH P. HAMMER, PE

PARTNER DIRECTOR OF OPERATIONS PROJECT MANAGER

KEY QUALIFICATIONS

Mr. Hammer, Professional Engineer, joined Ruettiger, Tonelli & Associates, Inc. in 2004. His responsibilities include; engineering department management, project management, infrastructure design and stormwater management planning and design.

RELEVANT EXPERIENCE

Mr. Hammer is an experienced Civil Engineer, and has performed capital improvement project designs, site engineering for numerous large residential subdivisions, schools, commercial buildings, and recreational facilities. His Expertise includes sanitary sewer design, watermain design, stormwater management, site layout, site grading, and transportation engineering. As project manager he supervises Engineers, Engineers in Training, Engineering Technicians, and AutoCAD technicians. Expertise highlights:

Medical Office Building Projects

Riverside Healthcare Campus, Frankfort IL
Aunt Martha's Youth Services Center, Joliet, IL
Parkview Medical Office Building, New Lenox, IL.
Joliet Oncology Hematology Association, New Lenox, IL

Site Development Projects

Silver Cross LINAC Vault Expansion, New Lenox, IL.
Provena St. Joseph Medical Center Bed Tower, Joliet, IL
Airgas, Elk Grove Village, IL.
Blanchette Catholic Center, Crest Hill, IL
Rod Baker Ford Dealership, Plainfield, IL.
O'Rielly Automotive Warehouse, Naperville, IL.

Utility Improvement Projects

Warner Street Sanitary Sewer Improvements, Lemont, IL
Laraway Road Interceptor Sewer, New Lenox IL.
Schoolhouse Road Watermain Improvements, New Lenox
City of Joliet Water Main Modernization, Joliet, IL.

Roadway Projects

Motor Fuel Tax Paving Projects, DuPage County, IL
Meadows Subdivision Road Reconstruction, Lisle Township, IL
Laraway Road Realignment, Joliet, IL
IL Route 6 & IL Route 7 Intersection Improvements, Joliet, IL
Millsdale Road Reconstruction, Joliet, IL

Higher Education

Lewis University Storm Water Management Plan, Romeoville, IL
Joliet Junior College Master Plan Improvements, Joliet, IL
University of St. Francis Parking Lot Expansion, Joliet, IL

Recreational Facilities

Pilcher Park North Trail Plan, Joliet IL
Memorial Stadium Turf Field and Track, Joliet, IL
Joliet West Turf Field and Track, Joliet, IL
Joliet Central Turf Field and Track, Joliet, IL.
Lewis University Turf Field and Track, Romeoville, IL
LaSalle - Peru High School Athletic Campus, LaSalle, IL

Residential Subdivisions

Glenview Walk Estates, Homer Glen, IL
Meyer's Glen, Peotone, IL
Shadow Creek, Yorkville,
Meadows Edge, Lisle,
Benck's Farm, Manhattan, IL
Townes of Braidwood, Braidwood, IL

YEARS EXPERIENCE: 26

REGISTRATIONS

Professional Engineer,
Illinois – No. 062-053186

EDUCATION

B.S. Civil Engineering,
University of Dayton, 1992

AFFILIATIONS

American Society of Civil Engineers
Rotary International, Joliet No. 78

DAVID ZIENTEK, PLS, PE, LEED AP

PROJECT Engineer

KEY QUALIFICATIONS

Mr. Zientek joined Ruettiger, Tonelli & Assoc., Inc. in 1999. His responsibilities include; project management, infrastructure design and storm water management planning and design.

His dual professional licensure allows Mr. Zientek to provide both his surveying and engineering experience and expertise to a project.

Mr. Zientek has also served as an adjunct instructor at the Joliet Junior College, teaching a Civil Engineering Design Course and a Construction Staking and Layout course.

RELEVANT EXPERIENCE

Mr. Zientek is an accomplished multi-disciplined civil engineer and land surveyor. He has managed several residential and commercial developments. Mr. Zientek was the acting Manager for the Company's Naperville Office for two years (2006-2007). Dave has assisted many property owners in addressing their flood plain concerns and completing several FEMA submittals for Elevation Certificates & LOMA's. His capabilities extend to both commercial and residential site planning including, design of sanitary sewer and watermain, storm sewer, water main and storm water management, geometric layout of streets and highways, along with surveying and platting. Following are some relevant experience highlights:

Joliet Junior College Master Plan Improvements, Joliet IL -

Project Engineer of civil improvement on 4-year Master Plan, including 6 new buildings, 3-miles of roadway, 45 acres of parking lots, storm water management, and comprehensive landscaping.

Aunt Martha's Youth Services Center, Joliet, IL – Project Engineer and lead engineer for Aunt Martha's Joliet office on the Silver Cross Hospital Campus. Project incorporated LEED design in site and storm water aspects. Design elements include storm water, site grading, parking lot, and coordination team members.

Naperville Center South Commercial Subdivision, Naperville, IL –

Project Engineer for 36-acre commercial light industrial subdivision. Responsibilities include roadway design, mass grading, utility extension, storm water management, and plating process.

Joliet Junior College Site Work 2009, Joliet, IL – Site civil engineering, stormwater management calculations for overall site improvements to be incorporated into multiple phases of improvements.

Kankakee County Geodetic Control Network, 2001 - GPS operator for survey of 250 positions across Kankakee County.

Illinois State Toll Highway Authority, 1996 - GPS operator for land acquisition, PLSS and Geodetic control surveys for 50 square miles surrounding the south extension of I-355.

Hero's West, Joliet, IL – Site civil engineering for a sports bar and restaurant.

Woodhill Commercial Park, Rockdale, IL – Site civil engineering and subdivision geometric design/layout and platting for 15 lot industrial subdivision. This project included permitting and coordination through IDOT, US Army Corps of Engineers, Natural Gas Pipeline and the Village of Rockdale.

Morning Star Mission, Joliet, IL – Site civil engineering for community shelter building addition and parking lot including stormwater management and grading including flood plain delineation.

Joliet Junior College Campus Center, Joliet, IL – Design engineer for the construction of the new Campus Center Building. Assisted with LEED credit achievement.

YEARS EXPERIENCE: 22

REGISTRATIONS

Professional Land Surveyor,
Illinois – No. 035-003524

Professional Engineer,
Illinois – No. 062-060061

LEED AP



EDUCATION

B.S. Civil Engineering,
B.S. Land Surveying & Engineering
Purdue University, 1998

AFFILIATIONS

National Society of Professional
Engineers



BOARD OF TRUSTEES MEETING

| | |
|--|------------------------------|
| AGENDA ITEM NO: 5.i. | DATE: October 9, 2023 |
| SUBJECT: A RESOLUTION CREATING SET HOURS FOR HALLOWEEN 2023 TRICK-OR-TREATING IN THE VILLAGE OF WILLOWBROOK | |

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To recommend setting the hours for Halloween Trick or Treating solicitation for Tuesday, October 31, 2023 at 3:00-7:00 p.m.

BACKGROUND/SUMMARY

During the Public Safety Committee meeting on January 9, 1994, the need for solicitation hours was discussed. It was decided that the Village did not need an ordinance regulating Halloween solicitation. However, the idea of a Resolution passed yearly to set solicitation hours was discussed and endorsed. The resolution would accommodate the day of the week that Halloween fell upon. A resolution has been passed annually by the President and Board of Trustees since this date.

For 2022, when Halloween fell on a Monday, the hours were set from 3:00-7:00 p.m. The hours for Halloween solicitation set by the resolution would be published on the Village website and added to the Village's other social and media channels, e.g., Facebook, Channel 6, Neighborhoods.com and LED signage, and our school partners, District 62 and 60.

FINANCIAL IMPACT

None.

RECOMMENDED ACTION:

Adopt the resolution.

RESOLUTION NO. 23-R-_____

**A RESOLUTION CREATING SET HOURS FOR HALLOWEEN 2023 TRICK-
OR-TREATING IN THE VILLAGE OF WILLOWBROOK**

WHEREAS, the Village of Willowbrook is dedicated to protecting the safety and welfare of young children trick-or-treating on the holiday of Halloween 2023 and in preserving the spirit of Halloween for young children; and

WHEREAS, the holiday of Halloween sometimes leads to an increase in vandalism due to the presence of unsupervised juveniles roaming through the Village of Willowbrook; and

WHEREAS, the Village of Willowbrook desires to reduce potential vandalism and protect the property and peace of mind of Willowbrook residents, as well as ensure the safety of children trick-or-treating; and

WHEREAS, a need for set solicitation hours has been identified by the Village Staff; and

WHEREAS, it was recommended by the Village Staff to set the hours of Halloween 2023 trick-or-treating to be between the hours of 3:00 p.m. and 7:00 p.m. on Tuesday, October 31, 2023; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Trustees of the Village of Willowbrook hereby set the hours of Halloween 2023 trick-or-treating to be between the hours of 3:00 p.m. and 7:00 p.m. on Tuesday, October 31, 2023.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 9th day of October, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

Proclamation



A DuPage Foundation Initiative

WHEREAS, Arts DuPage has regularly issued official proclamations to all the cities and villages in DuPage County on an annual basis, designating October as Arts DuPage Month; and

WHEREAS, the arts embody much of the accumulated wisdom, intellect and imagination of humankind; and

WHEREAS, the arts enrich us as individuals and play a unique role in the lives of our families and our communities; and

WHEREAS, the arts promote a better understanding of the diversified cultures within our communities and unify us regardless of age, race and ethnicity; and

WHEREAS, the arts sector in DuPage County consists of 2,272 arts-related businesses and accounts for 4.2 percent of the total number of businesses in the region – a larger share of the economy than transportation, tourism, agriculture and construction; and

WHEREAS, the arts provide full-time employment for over 15,000 workers in DuPage County; and

WHEREAS, the arts improve our economy, enrich our civic life, drive tourism and commerce, and exert a profound positive influence on the education of our children; and

WHEREAS, the arts helped lead us through the darkest times by lifting our spirits, unifying communities and providing entertainment. The arts also play a vital role in enlivening our communities, driving the economy, and elevating the appeal of our County.

NOW, THEREFORE, BE IT RESOLVED, that I, Frank Trilla, Mayor of Willowbrook, do hereby proclaim October 2023 as Arts DuPage Month in Willowbrook, Illinois and call upon our community members to celebrate and promote the arts in DuPage County.

PROCLAIMED this 9th of October, 2023

Mayor

Village Clerk



BOARD OF TRUSTEES MEETING

| | |
|--|------------------------------|
| AGENDA ITEM NO: 6. | DATE: October 9, 2023 |
| SUBJECT: AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK | |

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff is seeking approval of an ordinance authorizing the sale, disposal, or trade in of surplus police department vehicles owned by the Village of Willowbrook.

BACKGROUND/SUMMARY

In June of 2022, the Village Board approved the purchase of two new Dodge Durango squad vehicles to replace two current squad vehicles which were at the end of their life cycle. These two vehicles were slated to be replaced in 2021, however due to supply issues staff were unable to secure replacements until June of 2023. Both squads listed below are out of warranty and in need of extensive repairs to be placed back into service. After receiving repair estimates, staff determined the more fiscally responsible option was to replace the vehicles.

With the arrival of the two new purchased vehicles, staff is seeking to declare surplus the two decommissioned vehicles below:

| POLICE VEHICLES | VIN | Year | Mileage |
|----------------------------|-------------------|-------------|----------------|
| Patrol (#52) Ford Explorer | 1FM5K8AT8GGC72736 | 2016 | 86,107 |
| Patrol (#53) Ford Explorer | 1FM5K8AT4HGC86098 | 2017 | 81,263 |

FINANCIAL IMPACT

All funds received from the surplus will be deposited into the General Fund.

RECOMMENDED ACTION:

Adopt the ordinance.

ORDINANCE NO. 23-O-_____

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND
AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL
PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK**

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook, it is no longer necessary or useful or in the best interests of the Village of Willowbrook, to retain ownership of those items of surplus personal property currently owned by the Village and detailed on Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Willowbrook that it is in the best interest of the Village to dispose of said personal property by sale, disposal or trade-in of said personal property.

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

SECTION ONE: Pursuant to 65 ILCS 5/11-76-4, the Mayor and Board of Trustees of the Village of Willowbrook find that the personal property described on Exhibit "A", attached hereto and made a part hereof, now owned by the Village of Willowbrook, is no longer necessary or useful to the Village of Willowbrook and the best interests of the Village of Willowbrook will be served by its sale, disposal or trade-in.

SECTION TWO: Pursuant to 65 ILCS 5/11-76-4, the Village Administrator is hereby authorized and directed to dispose of the personal property set forth on Exhibit "A", now owned by the Village of Willowbrook, in any manner he deems appropriate, with or without advertisement, including, but not limited to, the sale or trade-in of said personal property as part of the purchase price of new or used personal property.

SECTION THREE: The sale or disposition of said surplus personal property is “AS IS” with no warranty, either express or implied, of merchantability or fitness for a particular purpose.

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

PASSED and APPROVED this 9th day of October, 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"

SURPLUS PERSONAL PROPERTY

- 1. One (1) 2016 Ford Explorer; VIN: 1FM5K8AT8GGC72736**
- 2. One (1) 2017 Ford Explorer; VIN: 1FM5K8AT4HGC86098**



Village of **WILLOWBROOK**

[Return to Agenda](#)**Community
Development**

BOARD OF TRUSTEES MEETING

| | |
|--|------------------------------|
| AGENDA ITEM NO: 7. | DATE: October 9, 2023 |
| SUBJECT: AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM TITLE 9 OF THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE PC 2305-310 59 th STREET | |

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Michael Krol, Director of Community Development
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

The property owners at 310 59th Street contacted Village staff regarding a second floor and new attached garage project. Per the Section 9-10-04(B) of the Unified Development Ordinance (UDO) states that a nonconforming residential building or structure which is nonconforming only as to bulk regulations (setbacks), may be added to or enlarged, provided such additions or enlargements conform to all regulations of the district in which it is located. The existing single-family residence does not comply with the UDO front or exterior side setback requirement of forty feet (40') and is seeking a zoning variance in order to complete an addition of the house. The proposed setbacks are as follows:

1. Section 9-3-01(A) to reduce the front yard setback in R-2 district from 40-feet to the existing house location, 26-feet.
2. Section 9-3-01(A) to reduce the exterior side yard setback in the R-2 district from 40-feet to 31-feet.

BACKGROUND/SUMMARY

The existing single-family dwelling was annexed into the Village of Willowbrook in 1987 as part of a fourteen-lot annexation, under Ordinance 87-O-31. The existing single-family residence, along with the rest of the neighborhood was constructed and developed, prior to 1978, under unincorporated DuPage County Zoning and Subdivision codes. The original lots were platted in 1894. These smaller platted lots had lower front and exterior side yard requirements when developed than the current R-2 District setbacks in the UDO.

Community Development Department staff have no objection to the proposed zoning variations to the front and exterior side yard setback requires because the lot and dwelling were legally established prior to annexation to the Village of Willowbrook. A public hearing was held on Wednesday, October 4, 2023, before the Plan Commission, which voted unanimously 4 to 0 in favor of recommending approval of the proposed variations as proposed.

FINANCIAL IMPACT

N/A

RECOMMENDED ACTION:

Approval of the Ordinance.



Village of Willowbrook

Staff Report to the Plan Commission



Public Hearing Date: October 4, 2023

Village Board Receive & Vote: October 9, 2023

Prepared By: Michael Krol, Director of Community Development

Case Title: Zoning Hearing Case No. PC 23-05: A petition requesting the following zoning variations from Title 9 of the Village Unified Development Ordinance for the property address 310 59th Street, Willowbrook, Illinois:

1. Section 9-3-01(A) to reduce the front yard setback in R-2 district from 40 feet to the existing house location, 26 feet.
2. Section 9-3-01(A) to reduce the exterior side yard setback in the R-2 district from 40 feet to 31 feet.

Petitioner: Arnel & Clarita Ramos, 310 59th Street, Willowbrook, Illinois, 60517.

Action Requested by Consideration and approval for the proposed zoning variations to the Unified Development Ordinance R-2 setbacks for the subject property as part of a new attached garage and second floor addition project.

Location: 310 59th Street, northwest corner of 59th and Alabama Avenue

PINs: 09-15-218-020

Existing Zoning: R-2 Moderate Density Single-Family Detached District

Proposed Zoning: R-2 Moderate Density Single-Family Detached District

Property Size: 0.22 acres

| Surrounding Land Use: | Use | Zoning |
|------------------------------|---------------------------|---------------|
| North | Single Family Residential | R-2 |
| South | Single Family Residential | R-2 |
| East | Single Family Residential | R-2 |
| West | Single Family Residential | R-2 |

**Necessary Action by
Village Board:** Consider the attached ordinance.



History & Background

Site Description

The existing single-family dwelling was annexed into the Village of Willowbrook in 1987 as part of a fourteen-lot annexation, under Ordinance 87-O-31. The existing house, along with the rest of the residential neighborhood was constructed and developed, prior to 1978, under unincorporated DuPage County Zoning and Subdivision codes. The original lots were platted in 1894. These smaller platted lots had lower front and exterior side yard requirements when developed than the current R-2 District setbacks in the UDO, which is forty feet (40').

Exhibit 1: Zoning and Aerial View of the Subject Property



Variance Proposal

The property owners contacted Village staff regarding a second-floor addition and new attached garage project. Per the Section 9-10-04(B) of the Unified Development Ordinance (UDO), a nonconforming residential building or structure which is nonconforming only as to bulk regulations (setbacks), may be added to or enlarged, provided such additions or enlargements conform to all regulations of the district in which it is located. The existing single-family residence does not comply with the UDO front or exterior side setback requirement of forty feet (40') and is seeking a zoning variance in order to construct the proposed addition to the house. The proposed setbacks are as follows:

1. Section 9-3-01(A) to reduce the front yard setback in R-2 district from 40-feet to the existing house location, 26-feet.
2. Section 9-3-01(A) to reduce the exterior side yard setback in the R-2 district from 40-feet to 31-feet.

Staff Analysis

Appropriateness of Use

Attached to your packets are a proposed site plan and elevation, which indicate demolition of the existing three car detached garage, adding a second floor to the existing one-story house, and adding a three car attached garage. Since the subdivision, property, and single-family dwelling were legally established by DuPage County Zoning and Subdivision Codes and does not conform to the regulations of the UDO, the owner is seeking a front and exterior yard variation to the property for the proposed addition.



Exhibit 2: Zoning Table in the R-2 District

| | R-2 Standards | Proposed | Variation Required | |
|----------------------------------|---------------|------------|--------------------|---------------------|
| Front (ft) | 40' | 26'-7 1/2" | Yes | Existing |
| Exterior Side (ft) | 40' | 31'-1 1/2" | Yes | New Garage |
| Interior Side (ft) | 8' | 10'-1 1/2" | No | Existing |
| Rear (ft) | 30' | 34'-9 1/2" | No | Existing |
| Building Height (ft) | 35' | 22'-11" | No | Second Floor |
| Impervious Surface Coverage (ft) | 40% | 32.7% | No | Includes New Garage |

The table above highlights the two variation requests, which are rounded down to the nearest foot, but also indicates that existing single-family dwelling complies with all the other bulk and dimensions standards in the R-2 District. The existing dwelling is located 35'-1 3/4" from the exterior side property line however the zoning variation request is for additional 4-feet because of the proposed attached garage location.

Standards for Review for a Variation (9-9-04)

The variation process is designed to provide a narrowly circumscribed means by which relief may be granted from unforeseen applications of this UDO that create practical difficulties or particular hardships.

The Plan Commission shall not recommend, and the Village Board shall not grant variations from the regulations of this UDO unless an affirmative finding of facts shall be made as to all of the review criteria established below, which findings of fact shall be based upon evidence provided by the applicant and the information provided in this report.

- (1) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.
- (2) The proposed variation will not merely serve as a convenience to the applicant but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.
- (3) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.
- (4) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.
- (5) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.
- (6) The proposed variation will not alter the essential character of the locality.
- (7) The proposed variation is in harmony with the spirit and intent of this UDO.

Staff Recommendation

The Community Development Department staff have no objection to the proposed zoning variations to the front and exterior side yard setback. It is the staff's opinion that a hardship of the legally established lot and dwelling prior to annexation to the Village of Willowbrook is justification to recommend approval of the variation request. Other residential properties in the area have been granted similar variations to the front and exterior setback regulations due to the nonconformities of the established subdivision.



Discussion at the October 4, 2023, Plan Commission Meeting

The Plan Commission conducted a public hearing on this petition held at the October 4, 2023, meeting. The following members were in attendance: Chairman Kopp, Commissioners Kanaverskis, Kaczmarek, and Kaucky. Commissioner Baksay, Wagner, and Walec were absent. No members of the public were in attendance and no public comments/questions were received prior to the meeting.

Director Krol made the proposed variance presentation to the Plan Commission, and the petitioners were present and available for questions. No questions or concerns arose from the public or the Plan Commission.

Motion

The following motion made by commissioner Kaucky was seconded by Kaczmarek and approved unanimously, a 4-0 roll call vote of the members present:

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board, approval of the proposed zoning variance requests to the front and exterior side yard setbacks in the R-2 District of the Unified Development Ordinance to allow a 26-foot front yard setback and a 31-foot exterior side yard setback for the subject property.

Documents Attached:

- Attachment 1: Notice of Public Hearing
- Attachment 2: Notice of Public Hearing Sign Posted
- Attachment 3: Legal Description
- Attachment 4: Site Plan dated 6.9.2023 (11x17)
- Attachment 5: New elevation plan (11x17)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



Attachment 1
Notice of Public Hearing

VILLAGE OF WILLOWBROOK
310 59TH STREET, WILLOWBROOK
ADORDERNUMBER: 0001162175-01
PO NUMBER: 310 59TH STREET, WILLOWBROOK
AMOUNT: 406.00
NO OF AFFIDAVITS: 1

NOTICE OF PUBLIC HEARING
ZONING HEARING CASE NO. 23-05

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will conduct a public hearing at a regular meeting of the Plan Commission on the 4th of October, 2023 at the hour of 7:00 P.M. in the Village Community Resource Center (CRC) Boardroom, 825 Midway Drive, Willowbrook, IL 60527.

The purpose of this meeting and public hearing shall be to consider a petition requesting zoning variations from Title 9 of the Village Unified Development Ordinance as are set forth in the petition, on the property legally described as follows:

LOTS 22, 23, AND 24 IN BLOCK 15, IN OSCAR H. SECRIST'S SUBDIVISION OF BLOCKS 1, 2, 7, 8, 9, 10, 15, AND 16 IN SECRIST'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 33 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID OSCAR H. SECRIST'S SUBDIVISION RECORDED NOVEMBER 20, 1893 AS DOCUMENT 53901, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 310 59TH STREET, WILLOWBROOK, ILLINOIS.

PINs: 09-16-218-020

The applicant for this petition is Amel & Cleetta Ramos.

Copies of the application and related documentation are on file in the office of Community Development, Village of Willowbrook, 825 Midway, Willowbrook, IL 60527, available for public inspection. Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Michael Krol, Village of Willowbrook, 825 Midway, Willowbrook, IL 60527, or call (830) 920-2262, Monday through Friday, between 8:30 A.M. and 4:30 P.M., within a reasonable time before the meeting. Requests for sign language interpreters should be made a minimum of five working days in advance of the meeting.

All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. This hearing may be rescheduled to another date if not concluded on the evening scheduled.

By: Sean Hallinan
Village Administrator
(830) 333-8215

Published in the September 19, 2023, edition of The Chicago Sun-Times Newspaper
9/19/2023 #1162175

Chicago Sun-Times
Certificate of Publication

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.

Note: Notice appeared in the following checked positions.

PUBLICATION DATE(S): 09/19/2023

Chicago Sun-Times

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed.

By:

Robin Munoz

Manager | Recruitment & Legal

This 19th Day of September 2023 A.D.

VILLAGE OF WILLOWBROOK
7760 S QUINCY ST
WILLOWBROOK, IL 60527-5532



Attachment 2
Notice of Public Hearing Sign Posted





Attachment 3
Legal Description

LOTS 22, 23, AND 24 IN BLOCK 15, IN OSCAR H. SECRIST'S SUBDIVISION OF BLOCKS 1, 2, 7, 8, 9, 10, 15, AND 16 IN SECRIST'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID OSCAR H. SECRIST'S SUBDIVISION RECORDED NOVEMBER 20, 1893 AS DOCUMENT 53901, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 310 59TH STREET, WILLOWBROOK, ILLINOIS.

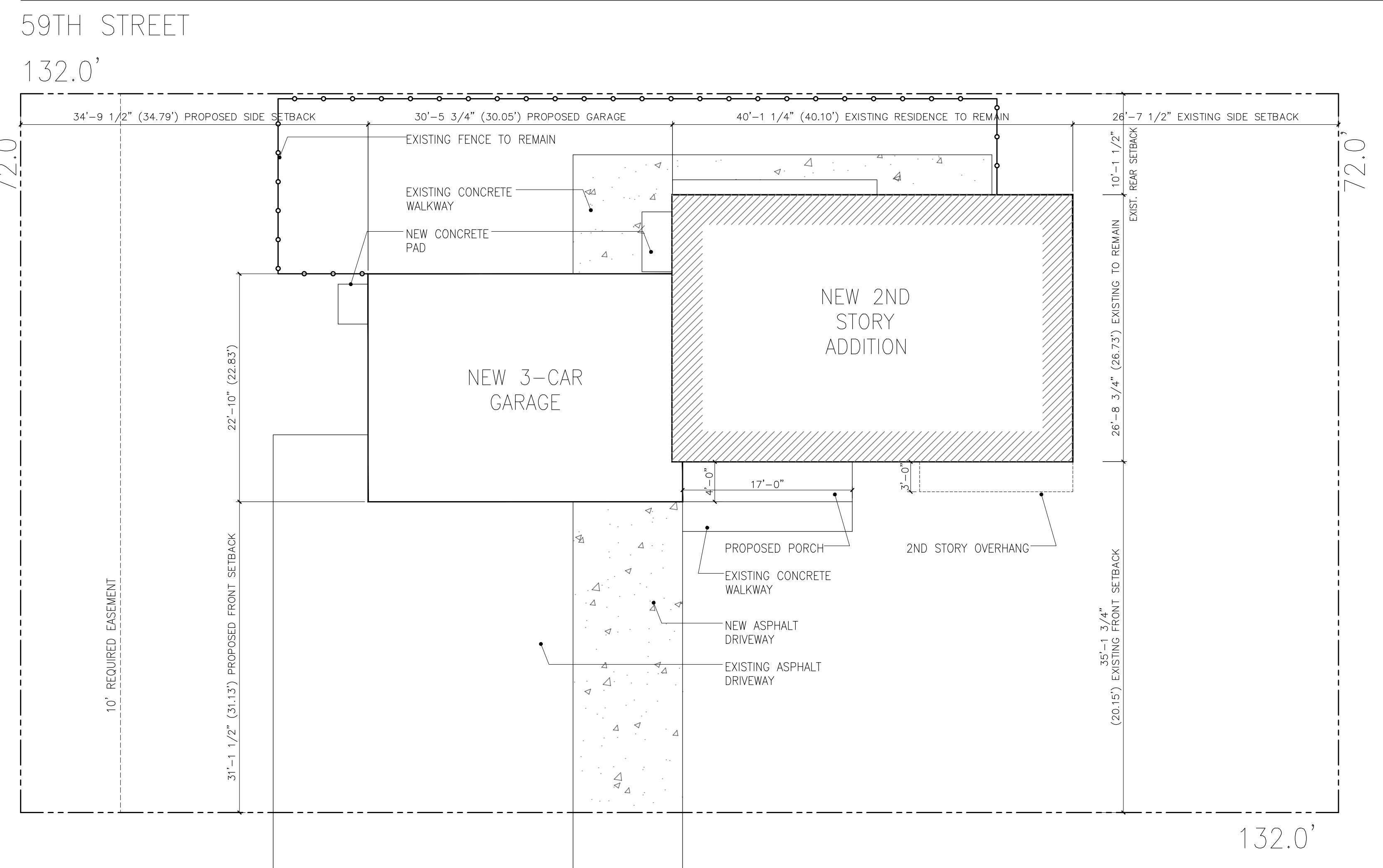
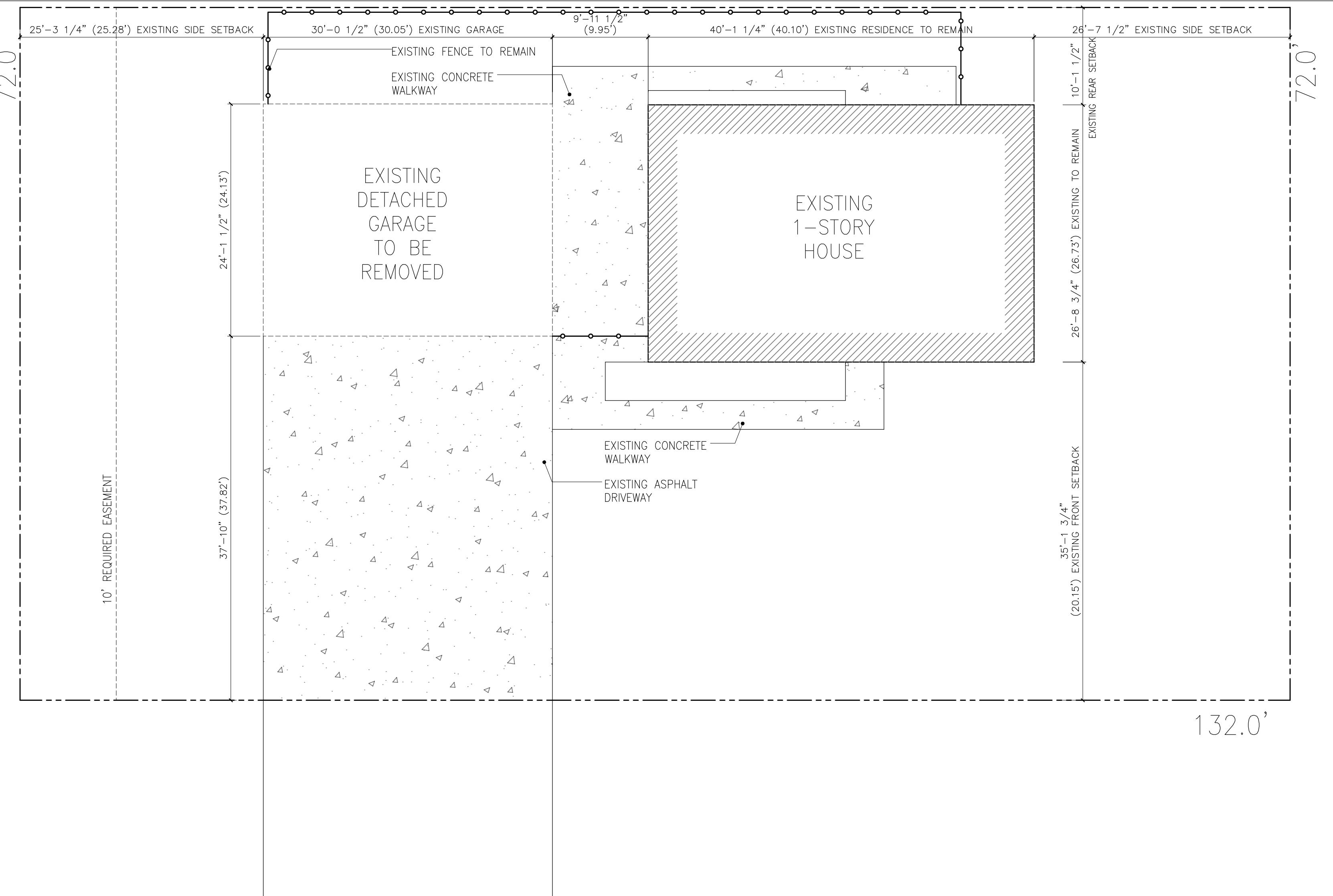
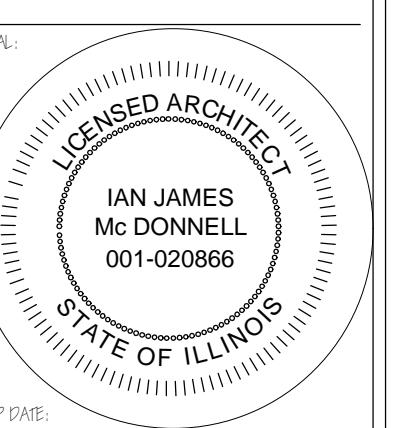
PIN: 09-15-218-020

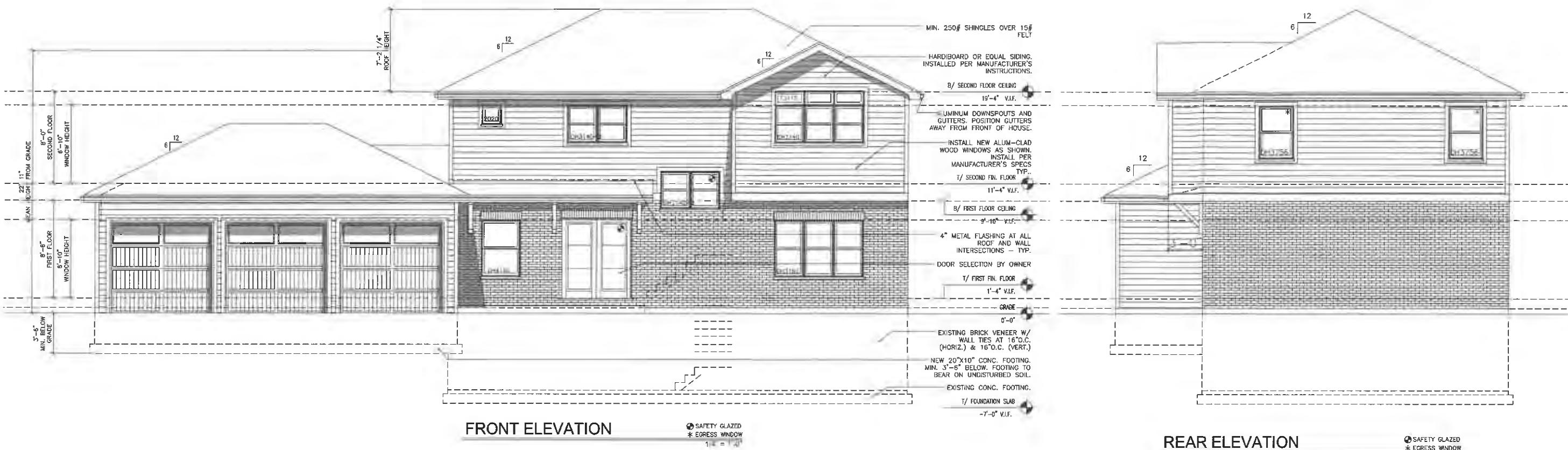


Attachment 4
Site Plan dated 6.9.2023 (11x17)

Attachment 5
New elevation plan (11x17)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]





ORDINANCE NO. 23-O- _____

**AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM TITLE 9 OF THE
VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE PC 2305-
310 59th STREET**

WHEREAS, on or about September 19, 2023, Arnel Ramos and Clarita Ramos, as applicants and owners, filed an application with the Village of Willowbrook with respect to the property legally described on Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"). Said application requested that the Village grant certain variations from the requirements of the Unified Development Ordinance of the Village to the SUBJECT REALTY; and

WHEREAS, the Village maintains a Unified Development Ordinance which is found in Title 9, entitled "Unified Development Ordinance", of the Willowbrook Municipal Code (the "UDO"); and

WHEREAS, a public notice was published in compliance with Section 9-9-03(B)(3) of the UDO, in the Chicago Sun-Times newspaper on September 19, 2023, which is more than fifteen (15) days, but less than thirty (30) days, prior to the public hearing date; a public notice was mailed to all adjacent owners within two hundred-fifty (250) feet in each direction of the location of the SUBJECT REALTY via first class mail, more than fifteen (15) days, but less than thirty (30) days, prior to the public hearing date; and public notice was provided by posting on the property a sign visible to the general public complying with the requirements of Sections 9-9-03(B)(3)(b) of the Zoning Ordinance, for at least fifteen (15) consecutive days prior to the public hearing date; and

WHEREAS, pursuant to the public notice, the Plan Commission of the Village of Willowbrook conducted a public hearing on or about October 4, 2023, all as required by the statutes of the State and the ordinances of the Village; and

WHEREAS, at the public hearing, the applicant provided testimony in support of the proposed variations from the Unified Development Ordinance, and all interested parties had an opportunity to be heard; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook (the “Corporate Authorities”) have received the recommendation of the Plan Commission, pursuant to a memorandum dated October 5, 2023, a copy of which is attached hereto as Exhibit “B”, which is by this reference, incorporated herein.

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

SECTION ONE: That pursuant to Title 9 entitled “Unified Development Ordinance”, Chapter 9 entitled “Zoning Procedures”, Section 9-9-04 entitled “Variation”, of the Village Code, the following variations from the provisions of the Unified Development Ordinance be and the same are hereby granted:

- A. That Section 9-3-01(A) to reduce the front yard set-back in an R-2 District from forty (40) feet to the existing house location of twenty-six (26) feet.
- B. Section 9-3-01(A) to reduce the existing side yard set-back in an R-2 District from forty (40) feet to thirty-one (31) feet.

The Board of Trustees makes the following findings with respect to the above variation:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.
2. The proposed variation will not merely serve as a convenience to the applicant but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.

3. The alleged hardship has not been created by any person presently having a proprietary interest in the premises.
4. The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.
5. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.
6. The proposed variation will not alter the essential character of the locality.
7. The proposed variation is in harmony with the spirit and intent of the Unified Development Ordinance.

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

SECTION THREE: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and **APPROVED** this 9th day of October, 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

LEGAL DESCRIPTION OF SUBJECT REALTY

LOTS 22, 23, AND 24 IN BLOCK 15, IN OSCAR H. SECRIST'S SUBDIVISION OF BLOCKS 1, 2 7, 8, 9, 10, 15, AND 16 IN SECRIST'S SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID OSCAR H. SECRIST'S SUBDIVISION RECORDED NOVEMBER 20, 1893 AS DOCUMENT 53901, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 310 59TH STREET, WILLOWBROOK, ILLINOIS

PIN: 09-15-218-020

EXHIBIT B

PLAN COMMISSION RECOMMENDATION



Village of WILLOWBROOK

Mayor

Frank A. Trilla

Village Clerk

Deborah Hahn

Village Trustees

Mark L. Astrella

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Gregory Ruffolo

Village Administrator

Sean Halloran

Chief of Police

Lauren Kaspar



Proud Member of the
Illinois Route 66 Scenic Byway

MEMORANDUM

MEMO TO: Frank A. Trilla, Mayor

Board of Trustees

MEMO FROM: Dan Kopp, Chairman, Plan Commission

DATE: October 5, 2023

SUBJECT: Zoning Hearing Case 23-05: Consideration and Recommendation for the proposed zoning variance requests to the front and exterior side yard setbacks in the R-2 District of the Unified Development Ordinance to allow a 26-foot front yard and a 31-foot exterior side yard setback for the subject property. The applicants are Arnel & Clarita Ramos, 310 59th Street, Willowbrook, Illinois, 60517.

At a regular meeting of the Plan Commission held on October 4, 2023, the above referenced application was discussed, and the following motion was made:

MOTION: Made by Commissioner Kaucky and seconded by Commissioner Kaczmarek that based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board, approval of the proposed zoning variance requests to the front and exterior side yard setbacks in the R-2 District of the Unified Development Ordinance to allow a 26-foot front yard and a 31-foot exterior side yard setback for 310 59th Street.

ROLL CALL: AYES: Chairman Kopp, Commissioners Kanaverskis, Kaczmarek, and Kaucky
NAYS: None
ABSENT: Baksay, Wagner, Walec

MOTION DECLARED CARRIED

Should any member of the Board have any questions regarding this matter, please do not hesitate to contact me.

DK:mk



BOARD OF TRUSTEES MEETING

| | |
|---|------------------------------|
| AGENDA ITEM NO: 8. | DATE: October 9, 2023 |
| SUBJECT: ORGANIZED RETAIL CRIME SURVEILLANCE CAMERAS LICENSING AGREEMENTS <ul style="list-style-type: none">a. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH WILLOWBROOK TOWN CENTER, LLCb. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH GOLD STANDARD ENTERPRISES, INC. D/B/A BINNY'S BEVERAGE DEPOTc. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH REGENCY CENTERS, L.P. | |

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Village staff is requesting approval of three (3) license agreements between the Village of Willowbrook and Willowbrook Town Center, LLC, Binny's (Gold Standard Enterprises, Inc.), and Hinsdale Lake Commons (Regency Centers, L.P.). This is for the placement of the Village's Mobile Pro System camera systems in parking lots of these retail areas.

BACKGROUND/SUMMARY

In March of 2023, the Village of Willowbrook was approved for a grant awarded by the State of Illinois Attorney General's Office to help with its Organized Retail Crime (ORC) program. As part of the grant award, the Village received funds to purchase Mobile Pro Camera Systems. Staff worked on partnering with local retail areas to include Willowbrook Town Center, Binny's, and Hinsdale Lake Commons. Working with the camera vendor, placement locations were identified.

The Village Board approved the purchase of these camera systems at their meeting on June 26, 2023. Staff worked with the Village Attorney and the private property owners on language for license agreements to place Village camera systems on their property.

Staff is seeking approval of three (3) licensing agreements between the Village of Willowbrook and Willowbrook Town Center, Binny's, and Lake Hinsdale Commons. Once the resolutions are adopted, staff will work with our electrician and camera vendor for the installation of these cameras.



Example of Mobile Pro Camera Systems in use

FINANCIAL IMPACT

No financial impact.

RECOMMENDED ACTION:

Staff is recommending approval of the three resolutions.

RESOLUTION NO. 23-R-_____**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND
ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH
WILLOWBROOK TOWN CENTER, LLC**

WHEREAS, in March of 2023, the Village of Willowbrook (the “Village”) was approved for a grant by the State of Illinois Attorney General’s Office to help with its organized retail crime (ORC) program, and as part of the grant award, the Village received funds to purchase Mobile Pro Camera Systems;

WHEREAS, on June 26, 2023, the Village Board approved the purchase of these Mobile Pro Camera Systems (“Security Cameras”) in order to assist in police investigations and enhance public safety;

WHEREAS, Willowbrook Town Center, LLC, Lessor, is the owner of that certain property located at 7185 Robert Kingery Highway, Willowbrook, Illinois (the “Property”);

WHEREAS, the Village intends to construct, install and maintain Security Cameras on a portion of the Lessor’s Property to assist in police investigations and enhance public safety; and

WHEREAS, the Lessor desires to grant to the Village a certain non-exclusive license (the “License”) for the purpose of installing, attaching, maintaining and using the Security Cameras pursuant to and as more particularly described under the Non-Exclusive License Agreement (the “Non-Exclusive License Agreement”), attached hereto and made a part hereof as Exhibit “A”, in favor of the Village, for the construction, installation, maintenance and use of the Security Cameras, in accordance with the terms and conditions thereof; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook deem it desirable and in the best interest of the Village to approve, authorize and accept entering into a Non-Exclusive License Agreement with Lessor for the purpose of the construction, installation, maintenance and use of the Security Cameras.

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 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. It is hereby determined that it is advisable, necessary and in the public interest that the Village accept, enter into and approve the Non-Exclusive License Agreement with Lessor, for the purpose of the construction, installation, maintenance and use of the Security Cameras, as described in the Non-Exclusive License Agreement.

SECTION 3. The corporate authorities hereby approve that certain Non-Exclusive License Agreement with Lessor, Willowbrook Town Center, LLC, a copy of which is attached hereto and marked as Exhibit "A".

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. The Mayor is hereby authorized and directed to execute, and the Village Clerk is authorized to attest, on behalf of the Village of Willowbrook, the Non-Exclusive License Agreement with Licensor, Willowbrook Town Center, LLC, attached hereto and marked as Exhibit "A",

PASSED and APPROVED this 9th day of October, 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”

Non-Exclusive License Agreement

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this ____ day of October, 2023, by and between Willowbrook Town Center LLC, an Illinois limited liability corporation (herein referred to as "Licensor") and the Village of Willowbrook, DuPage County, Illinois, an Illinois municipal corporation (herein referred to as "Licensee").

Licensee desires to enter onto property owned by Willowbrook Town Center LLC, commonly known as the parking lot of 7185 Kingery Hwy, Willowbrook, Illinois (the "Property"), for the purpose of installing and attaching six (6) Sentry 6000 Mobile Pro Systems camera devices onto six (6) parking lot light poles owned and maintained by Willowbrook Town Center LLC, and the Licensor is willing to grant Licensee a temporary non-exclusive license to do so, on the terms and conditions set forth below.

Licensor hereby grants Licensee a temporary non-exclusive license for the purpose of installing, attaching, maintaining and using six (6) Sentry 6000 Mobile Pro Systems camera devices onto six (6) parking lot light poles owned and maintained by Willowbrook Town Center LLC, subject to the following terms and conditions:

(1) **TERM.** The term of this License shall begin upon execution of this License Agreement by both Parties and continue until revoked or terminated, in writing, by either party as hereinafter provided (the "License Term").

(2) **RESTRICTION ON USE.** Licensee shall only use the Property for the purposes stated above. Licensee shall not store or permit any storage of any materials or items on the Property other than attaching six (6) Sentry 6000 Mobile Pro Systems camera devices onto six (6) parking lot light poles which shall be affixed and attached to the light pole by Licensee. The cost of the installation shall be the sole responsibility of Licensee. The Licensee shall not alter the Property or the light pole in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property. The cost of acquisition of the six (6) Sentry 6000 Mobile Pro Systems camera devices shall be the sole responsibility of Licensee and the six (6) Sentry 6000 Mobile Pro Systems camera devices shall be the sole and exclusive property of the Licensee.

Licensee and Users shall comply with the requirements of the Licensor in the installation, maintenance, and repair of the camera devices. No mechanic's or other lien shall be allowed against the Property or the estate of Licensor. If any mechanic's or other lien shall at any time be filed or otherwise perfected against the Property by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to or for the benefit of Licensee or anyone claiming by, through or under Licensee, Licensee shall forthwith cause the same to be discharged and released. If Licensee shall fail to cause such lien to be so discharged and released with twenty (20) days after notice of the filing thereof, then, in addition to any other right or remedy of Licensor, Licensor may, but shall not be obligated to, discharge the same, by paying the amount claimed to be due without inquiring as to the validity of any such lien, and the amount so paid by Licensor, including attorneys' fees incurred by Licensor in connection therewith, shall be due and payable by Licensee

immediately upon demand together with interest accruing at the rate of twelve percent (12%) per annum from the date of payment.

(3) CONDITION; MAINTENANCE; REPAIR. Licensee accepts the Property in its current condition, and Lessor makes no representations concerning the condition of the Property. Lessor has no duty or obligation to maintain or repair any of the six (6) Sentry 6000 Mobile Pro Systems camera devices during the License Term. Any maintenance or repairs made to the camera devices on the Property by the Licensee shall be made at the sole expense of the Licensee, and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Lessor. Lessor grants access to the Property to Licensee to maintain, repair, or replace any of the six (6) Sentry 6000 Mobile Pro Systems camera devices, as needed, during the term of the License. Further, Lessor shall not be liable to Licensee for any damage or injury occasioned by the failure of the Lessor to keep the Property maintained and in repair.

(4) INSTALLATION COSTS: Licensee shall be solely responsible for the electrical hookup costs incurred in the installation of the six (6) Sentry 6000 Mobile Pro Systems camera devices onto the six (6) parking lot light poles.

(5) ELECTRICITY COSTS ONLY: Lessor shall be solely responsible for the electricity costs incurred in the operation of the camera devices in the operation of the six (6) parking lot light poles.

(6) ASSUMPTION OF RISK. Licensee shall use the Property at its own risk and Lessor shall not be liable for any damage to person or property resulting, directly or indirectly, from Licensee's use of the Property.

(7) INSURANCE AND INDEMNIFICATION. Licensee shall indemnify and save harmless Lessor and its members, managers, directors, officers, employees, agents, affiliates, successors, assigns, and any lender (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses, that the Lessor may suffer, incur or sustain arising out of or relating to the activities of Licensee on the Property, with respect to or arising out of any use of the Property or the rights herein granted, or the performance or non-performance of Licensee's obligations hereunder.

No later than seven (7) days prior to the installation of the camera devices, the Licensee shall furnish, or cause their contractors to furnish, to the Lessor, a certificate of insurance evidencing commercial general liability insurance with minimum limits of Two Million Dollars (\$2,000,000.00) combined single limit per occurrence. The insurance policy shall be expressly endorsed to include the Lessor, its members, managers, directors, officers, employees, agents, affiliates, successors, assigns, any lender and other parties as stipulated by Owner as an additional insured by separate endorsement which must be form CG2010 11/85 or its equivalent. Such insurance shall be maintained during the License Term against claims for injuries to persons or damages to property which may arise from or in connection with the installation, maintenance, repair, operation and use of the camera devices by the Licensee, its agents, representatives, employees or contractors. Additionally, Licensee shall require its contractors and subcontractors to maintain worker's compensation insurance to the extent required, and in the amounts required by applicable laws covering contractors, subcontractors

and their employees at the site as well as employer's liability with limits of at least \$1,000,000 and any legally mandated disability insurance in force for all employees on the Property.

(8) **REVOCATION.** This License and any rights granted herein may be revoked by the Lessor at any time upon seven (7) days written notice to Licensee.

Notices to Licensee should be sent first class mail, postage prepaid to:

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

If to Lessor:

Willowbrook Town Center LLC
c/o Harlem Irving Companies, Inc.
Attn: General Manager
4104 North Harlem Avenue
Norridge, Illinois 60706

(9) **REMOVAL OF EQUIPMENT ON TERMINATION.** Upon termination of this License, Licensee shall, at its sole cost, remove the six (6) Sentry 6000 Mobile Pro Systems camera devices.

(10) **AUTHORITY.** Each party warrants to the others that it is authorized to execute, deliver and perform this License. Each party warrants to the other that execution, delivery and performance of this License does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party may be bound. Each individual signing this License on behalf of a party warrants to the other that such individual is authorized to execute this License in the name of the party on whose behalf he or she executes it.

(11) **NOT ASSIGNABLE.** This License shall not be assignable without the express written consent of Lessor.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

[The remainder of this page has been intentionally left blank.]

LICENSOR

Willowbrook Town Center LLC, an Illinois limited liability corporation
By: The Harlem Irving Companies, Inc., its Administrative Manager

By: _____
Richard D. Filler, President

Attest: _____
Gregory E. Fix, EVP, General Counsel and Secretary

LICENSEE

Village of Willowbrook, an Illinois municipal corporation

By: _____
Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

RESOLUTION NO. 23-R-_____**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND
ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH
GOLD STANDARD ENTERPRISES, INC. D/B/A BINNY'S BEVERAGE DEPOT**

WHEREAS, in March of 2023, the Village of Willowbrook (the “Village”) was approved for a grant by the State of Illinois Attorney General’s Office to help with its organized retail crime (ORC) program, and as part of the grant award, the Village received funds to purchase Mobile Pro Camera Systems;

WHEREAS, on June 26, 2023, the Village Board approved the purchase of these Mobile Pro Camera Systems (“Security Cameras”) in order to assist in police investigations and enhance public safety;

WHEREAS, Gold Standard Enterprises, Inc. d/b/a Binny’s Beverage Depot, Lessor, is the owner of that certain property located at 6920 Robert Kingery Highway, Willowbrook, Illinois (the “Property”);

WHEREAS, the Village intends to construct, install and maintain Security Cameras on a portion of the Lessor’s Property to assist in police investigations and enhance public safety; and

WHEREAS, the Lessor desires to grant to the Village a certain non-exclusive license (the “License”) for the purpose of installing, attaching, maintaining and using the Security Cameras pursuant to and as more particularly described under the Non-Exclusive License Agreement (the “Non-Exclusive License Agreement”), attached hereto and made a part hereof as Exhibit “A”, in favor of the Village, for the construction, installation, maintenance and use of the Security Cameras, in accordance with the terms and conditions thereof; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook deem it desirable and in the best interest of the Village to approve, authorize and accept entering into a Non-

Exclusive License Agreement with Licensor for the purpose of the construction, installation, maintenance and use of the Security Cameras.

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 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. It is hereby determined that it is advisable, necessary and in the public interest that the Village accept, enter into and approve the Non-Exclusive License Agreement with Licensor, for the purpose of the construction, installation, maintenance and use of the Security Cameras, as described in the Non-Exclusive License Agreement.

SECTION 3. The corporate authorities hereby approve that certain Non-Exclusive License Agreement with Licensor, Gold Standard Enterprises, Inc. d/b/a Binny's Beverage Depot, a copy of which is attached hereto and marked as Exhibit "A".

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. The Mayor is hereby authorized and directed to execute, and the Village Clerk is authorized to attest, on behalf of the Village of Willowbrook, the Non-Exclusive License Agreement with Licensor, Gold Standard Enterprises, Inc. d/b/a Binny's Beverage Depot, attached hereto and marked as Exhibit "A",

PASSED and APPROVED this 9th day of October, 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”

Non-Exclusive License Agreement

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this ____ day of October, 2023, by and between Gold Standard Enterprises, Inc. d/b/a Binny's Beverage Depot, an Illinois limited liability corporation (herein referred to as "Licensor") and the Village of Willowbrook, DuPage County, Illinois, an Illinois municipal corporation (herein referred to as "Licensee").

Licensee desires to enter onto property owned by Binny's Beverage Depot, commonly known as the parking lot of 6920 Kingery Hwy, Willowbrook, Illinois (the "Property"), for the purpose of installing and attaching one (1) Sentry 6000 Mobile Pro Systems camera device onto Binny's Beverage Depot's parking lot light pole, owned and maintained by Binny's Beverage Depot, and the Licensor is willing to grant Licensee a temporary non-exclusive license to do so, on the terms and conditions set forth below.

Licensor hereby grants Licensee a temporary non-exclusive license for the purpose of installing, attaching, maintaining and using one (1) Sentry 6000 Mobile Pro Systems camera device onto Binny's Beverage Depot's parking lot light pole, owned and maintained by Binny's Beverage Depot, subject to the following terms and conditions:

(1) **TERM.** The term of this License shall begin upon execution of this License Agreement by both Parties and continue until revoked or terminated, in writing, by either party as hereinafter provided (the "License Term").

(2) **RESTRICTION ON USE.** Licensee shall only use the Property for the purposes stated above. Licensee shall not store or permit any storage of any materials or items on the Property other than attaching one (1) Sentry 6000 Mobile Pro Systems camera device onto Binny's Beverage Depot's parking lot light pole, which shall be affixed and attached to the light pole by Licensee. The cost of the installation shall be the sole responsibility of Licensee. The Licensee shall not alter the Property or the light pole in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property. The cost of acquisition of the one (1) Sentry 6000 Mobile Pro System camera device shall be the sole responsibility of Licensee, and the one (1) Sentry 6000 Mobile Pro System camera device shall be the sole and exclusive property of the Licensee.

Licensee and Users shall comply with the requirements of the Licensor in the installation, maintenance, and repair of the camera device.

(3) **CONDITION; MAINTENANCE; REPAIR.** Licensee accepts the Property in its current condition, and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the one (1) Sentry 6000 Mobile Pro System camera device during the License Term. Any maintenance or repairs made to the camera device on the Property by the Licensee shall be made at the sole expense of the Licensee, and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Licensor grants access to the Property to Licensee to maintain, repair, or replace the one (1) Sentry 6000 Mobile Pro System camera device, as needed, during the term of the License, upon reasonable advance notice to Licensor, whenever possible. Further, Licensor shall not be liable to Licensee for any damage or

injury occasioned by the failure of the Lessor to keep the Property maintained and in repair. All installations and repair services by Licensee shall be performed in a manner so as to not unreasonably interfere with the Lessor's business operations on the Property.

(4) **INSTALLATION COSTS:** Licensee shall be solely responsible for the electrical hookup costs incurred in the installation of the one (1) Sentry 6000 Mobile Pro Systems camera device onto the Binny's Beverage Depot's parking lot light pole.

(5) **ELECTRICITY COSTS ONLY:** Lessor shall be solely responsible for the electricity costs incurred in the operation of the camera device on the Binny's Beverage Depot parking lot light pole.

(6) **ASSUMPTION OF RISK.** Licensee shall use the Property at its own risk and Lessor shall not be liable for any damage to person or property resulting, directly or indirectly, from Licensee's use of the Property and/or installation, operation or servicing of the Sentry 6000 Mobile Pro Systems camera.

(7) **INSURANCE AND INDEMNIFICATION.** Licensee shall indemnify and save harmless Lessor and its officials, officers, employees, agents, successors and assigns (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses, that the Lessor, or any of its employees, customers or visitors, may suffer, incur or sustain arising out of or relating to the activities of Licensee on the Property with respect to or arising out of (a) any use of the Property or the rights herein granted; (b) the performance or non-performance of Licensee's obligations hereunder; (c) the installation, operation or servicing of the Sentry 6000 Mobile Pro Systems camera; and/or (d) the recording, rendering, disclosure, distribution or use of any video footage captured by the Sentry 6000 Mobile Pro Systems camera installed by Licensee on the Property.

No later than seven (7) days prior to the installation of the camera devices, the Licensee shall furnish, or cause their contractors to furnish, to the Lessor, a certificate of insurance evidencing commercial general liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) combined single limit per occurrence. The insurance policy shall be expressly endorsed to include the Lessor as an additional insured. Such insurance shall be maintained during the License Term against claims for injuries to persons or damages to property which may arise from or in connection with the installation, maintenance, repair, operation and use of the camera devices by the Licensee, its agents, representatives, employees or contractors. In addition, the Licensee shall also maintain sufficient general liability insurance coverages to adequately insure its Assumption of Risk and Indemnification obligations set forth in paragraphs (6) and (7) above. Proof of such insurance shall be provided to Lessor, if requested.

(8) **REVOCATION.** This License and any rights granted herein may be revoked by the Lessor at any time upon seven (7) days written notice to Licensee.

Notices to Licensee should be sent first class mail, postage prepaid to:

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

If to Licensor: Gold Standard Enterprises, Inc.
d/b/a Binny's Beverage Depot
Attn: Administrative Manager
8935 N. Milwaukee Avenue
Niles, Illinois 60714

(9) **REMOVAL OF EQUIPMENT ON TERMINATION.** Upon termination of this License, Licensee shall, at its sole cost, remove the Sentry 6000 Mobile Pro Systems camera device and any other equipment or accessories installed by Licensee on the Property, and return the Property to its same condition it was in prior to the installation, reasonable wear and tear excepted.

(10) **AUTHORITY.** Each party warrants to the others that it is authorized to execute, deliver and perform this License. Each party warrants to the other that execution, delivery and performance of this License does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party may be bound. Each individual signing this License on behalf of a party warrants to the other that such individual is authorized to execute this License in the name of the party on whose behalf he or she executes it.

(11) **NOT ASSIGNABLE.** This License shall not be assignable without the express written consent of Licensor.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

LICENSOR

Gold Standard Enterprises, Inc.
d/b/a Binny's Beverage Depot

By: _____

_____ (Title i.e. President)

Attest: _____
(Title i.e. Secretary)

LICENSEE

Village of Willowbrook, an Illinois municipal corporation

By: _____

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

RESOLUTION NO. 23-R-_____**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND
ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH
REGENCY CENTERS, L.P.**

WHEREAS, in March of 2023, the Village of Willowbrook (the “Village”) was approved for a grant by the State of Illinois Attorney General’s Office to help with its organized retail crime (ORC) program, and as part of the grant award, the Village received funds to purchase Mobile Pro Camera Systems;

WHEREAS, on June 26, 2023, the Village Board approved the purchase of these Mobile Pro Camera Systems (“Security Cameras”) in order to assist in police investigations and enhance public safety;

WHEREAS, Regency Center, L.P., Licensor, is the owner of that certain shopping center known as Hinsdale Lake Commons located at 6300 Robert Kingery Highway, Willowbrook, Illinois (the “Property”);

WHEREAS, the Village intends to construct, install and maintain Security Cameras on a portion of the Licensor’s Property to assist in police investigations and enhance public safety; and

WHEREAS, the Licensor desires to grant to the Village a certain non-exclusive license (the “License”) for the purpose of installing, attaching, maintaining and using the Security Cameras pursuant to and as more particularly described under the Non-Exclusive License Agreement (the “Non-Exclusive License Agreement”), attached hereto and made a part hereof as Exhibit “A”, in favor of the Village, for the construction, installation, maintenance and use of the Security Cameras, in accordance with the terms and conditions thereof; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook deem it desirable and in the best interest of the Village to approve, authorize and accept entering into a Non-

Exclusive License Agreement with Licensor for the purpose of the construction, installation, maintenance and use of the Security Cameras.

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 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. It is hereby determined that it is advisable, necessary and in the public interest that the Village accept, enter into and approve the Non-Exclusive License Agreement with Licensor, for the purpose of the construction, installation, maintenance and use of the Security Cameras, as described in the Non-Exclusive License Agreement.

SECTION 3. The corporate authorities hereby approve that certain Non-Exclusive License Agreement with Licensor, Regency Centers, L.P., a copy of which is attached hereto and marked as Exhibit "A".

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. The Mayor is hereby authorized and directed to execute, and the Village Clerk is authorized to attest, on behalf of the Village of Willowbrook, the Non-Exclusive License Agreement with Licensor, Regency Center, L.P., attached hereto and marked as Exhibit "A",

PASSED and APPROVED this 9th day of October, 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”

Non-Exclusive License Agreement

NON-EXCLUSIVE LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into on this ____ day of October, 2023, by and between Regency Centers, L.P., a Delaware limited partnership (herein referred to as "Licensor") and the Village of Willowbrook, DuPage County, Illinois, an Illinois municipal corporation (herein referred to as "Licensee").

Licensor is the owner of that certain shopping center known as Hinsdale Lake Commons located at 6300 Robert Kingery Highway, Willowbrook, Illinois (the "Property"). Licensee desires to enter the Property for the purpose of installing and attaching two (2) Sentry 6000 Mobile Pro Systems camera devices, with specifications set forth on Exhibit A and attached hereto (the "Security Cameras"), on the parking lot light poles owned and maintained by Licensor and designated on the site plan attached hereto as Exhibit B (the "Designated Locations").

Licensor hereby grants Licensee a temporary non-exclusive license for the purpose of installing, attaching, maintaining and using the Security Cameras at the Designated Locations, subject to the following terms and conditions:

(1) **TERM.** The term of this Agreement shall begin upon mutual execution of this Agreement by Licensor and Licensee and continue until revoked or terminated, in writing, by either party as hereinafter provided (the "License Term").

(2) **RESTRICTION ON USE.** Licensee shall only use the Property for the purposes stated above. Licensee shall not store or permit any storage of any materials or items on the Property other than the Security Cameras at the Designated Locations. Licensee shall be solely responsible, at Licensee's sole cost and expense, for the acquisition, installation, monitoring, operation, and maintenance of the Security Cameras (including, without limitation, the monitoring and handling of any recordings produced, in a prudent and commercially reasonable manner and otherwise in accordance with all applicable laws), Licensee hereby expressly assuming such obligations. Licensor shall have no liability with respect to the Security Cameras or Licensee's placement or use of same. In addition, Licensor shall have no liability for the safety or security of the Security Cameras or its contents or otherwise arising out of or related to the Security Cameras. The Security Cameras shall be the sole and exclusive property of Licensee. The Licensee's use of the Property and the Designated Locations shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property.

(3) **AS-IS CONDITION; MAINTENANCE; REPAIR.** Licensee accepts the Property in its current condition, and accepts it "as is" with no representation or warranty by Licensor regarding the condition of the Designated Locations or its suitability for the Security Camera use. Licensee shall not alter the Property or the Designated Locations nor perform any construction on the Designated Locations (except for installing the Security Cameras in the Designated Locations). Without limiting the foregoing, Licensee shall not make alterations or additions, nor permit the making of holes in the Property's walls, partitions, ceilings or floors, asphalt or soil nor permit the painting or placing of exterior signs, placards or other advertising media, awnings, aerials, antennas, or the like in or about the Property or Designated Locations without the prior written consent of Licensor, which may be granted or denied at Licensor's sole and absolute discretion. Licensor has no duty or obligation to

maintain or repair any of the Security Cameras during the License Term. Any maintenance or repairs made to the camera devices on the Designated Locations in the Property by the Licensee shall be made at the sole expense of the Licensee, and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Lessor. Lessor grants access to the Property and Designated Locations to Licensee to maintain, repair, or replace any of the Security Cameras, as needed, during the term of the Agreement. Further, Lessor shall not be liable to Licensee for any damage or injury occasioned by the failure of the Lessor to keep the Property and/or Designated Locations maintained and in repair.

(4) PERMITS AND APPROVALS. If there are any licenses, authorizations or permits required by any governmental agency or authority for the Security Camera use permitted under this Agreement, Licensee shall be responsible for obtaining same. Lessor makes no representation that the Security Camera use shall be or is a permissible use under any code or ordinance. Licensee shall not conduct any unlawful activities in or upon any part of the Property. Licensee shall comply with all federal, state, regional, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances governing the use and occupancy of the Designated Locations.

(5) INSTALLATION COSTS. Licensee shall be solely responsible for the electrical connection costs and any other costs incurred in the installation of the Security Cameras in the Designated Locations. Licensee agrees not to allow any mechanic's lien to be filed against the Property or any portion thereof by reason of any work, labor, services, or materials performed at or furnished to the Designated Locations, to Licensee, or to anyone claiming rights through or under Licensee. Nothing in this Agreement shall be construed as a consent on the part of Lessor to subject Lessor's estate in the Property to any lien of liability under the lien laws of the state in which the Property is located.

(6) UTILITIES. Lessor shall be solely responsible for the utility and/or electrical costs incurred in the operation of the Security Cameras in the Designated Locations.

(7) OPERATING RULES. Licensee shall observe all reasonable operating rules that Lessor may promulgate, from time to time, including, but not limited to, the following:

a. Licensee shall install the Security Cameras in a careful, safe and proper manner and shall keep the Security Cameras in good repair and slightly condition and keep the Designated Locations in a clean and safe condition in accordance with this Agreement, local ordinances, and the directions of the manager of the Property and public safety officers.

b. No loudspeakers, televisions, phonographs, radios, flashing lights, or other devices shall be used unless specifically approved by Lessor, which approval may be withdrawn at the sole and absolute discretion of Lessor upon delivery of written notice to Licensee.

c. Licensee shall at all times provide sufficient supervision and maintain adequate control of its agents, employees, contractors and invitees.

(8) NO DAMAGE OR WASTE. Licensee shall not damage the Property or any part thereof, commit waste, create a nuisance, or make any use of the Property that is offensive, nor do any act that would tend to injure the reputation of the Property. If Licensee damages any part of the

Property, then Licensee shall pay upon demand, as an additional fee, Lessor's reasonable costs for making repairs.

(9) **RIGHT OF ENTRY.** Lessor may enter and/or inspect the Designated Locations at any time for such purposes as Lessor determines are reasonably necessary.

(10) **ASSUMPTION OF RISK.** To the maximum extent permitted by law, Licensee agrees to use and occupy the Designated Locations at Licensee's own risk, and Lessor shall not be liable for any damage to person or property resulting, directly or indirectly, from Licensee's use of the Property. Lessor shall not be responsible or liable to Licensee or to those claiming by, through or under Licensee, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjacent to or connecting with the Designated Locations or any other part of the Property, or otherwise, or for any loss or damage resulting to Licensee, or those claiming by, through or under Licensee, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, or water, gas, sewer or steam pipes.

(11) **INSURANCE AND INDEMNIFICATION.** Licensee shall indemnify and save harmless Lessor and its officials, officers, employees, agents, successors and assigns and all affiliated persons or entities and all of their past, present and future officers, directors and agents, attorneys and employees and their respective successors, assigns, heirs and legal representatives (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, demands, suits, actions, proceedings, judgments, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses, that the Lessor may suffer, incur or sustain arising out of or relating to the activities of Licensee on the Property, with respect to or arising out of any use of the Property and/or Designated Locations or the rights herein granted, or the performance or non-performance of Licensee's obligations hereunder.

No later than seven (7) days prior to the installation of the camera devices, the Licensee shall furnish, or cause their contractors to furnish, to the Lessor, a certificate of insurance evidencing commercial general liability insurance with minimum limits of Two Hundred Fifty Thousand Dollars (\$250,000.00) combined single limit per occurrence. The insurance policy shall be expressly endorsed to include the Lessor as an additional insured. Such insurance shall be maintained during the License Term against claims for injuries to persons or damages to property which may arise from or in connection with the installation, maintenance, repair, operation and use of the camera devices by the Licensee, its agents, representatives, employees or contractors.

(12) **HAZARDOUS SUBSTANCES.** The term "Hazardous Substances" as used in this Agreement shall mean pollutants, contaminants, toxic wastes, or any other substances, the removal of which is required or the use of which is restricted, regulated, prohibited or penalized by any "Environmental Law." The term "Environmental Law" shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. Licensee shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Designated Location or the Property by Licensee or any of its agents, employees, contractors and invitees except as may be required in the ordinary and customary course (including ordinary and customary quantities) of the use as set forth in this Agreement and provided that Licensee shall in all circumstances keep and

maintain the Designated Locations in compliance with, and shall not cause or permit the Designated Location to be in violation of, any Environmental Law.

(13) REVOCATION. This Agreement and any rights granted herein may be revoked by either party at will, and without cause, such termination to be effective seven (7) days after Licensor delivers written notice to Licensee of Licensor's election to terminate (the "Termination Date"). This Agreement shall terminate without further notice or action by Licensor on the Termination Date. Licensee shall, on or prior to the Termination Date, vacate and surrender the Designated Locations in the condition required by this Agreement. No holdover shall be permitted beyond the expiration or earlier termination of this Agreement. If Licensee holds over, then Licensor shall pay all reasonable attorneys' fees and costs incurred in removing the Security Cameras.

(14) NOTICES. Any notice, demand, request, approval, consent or other instrument which may be or is required to be given under this Agreement shall be in writing and shall be delivered personally or sent by either United States certified mail, return receipt requested, postage prepaid, or overnight delivery courier to:

If to Licensee:

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

If to Licensor:

Regency Centers, L.P.
1211 W. 22nd Street, Suite 508
Oak Brook, Illinois 60523
Attn: Senior Property Manager

With a copy to:

Regency Centers Corporation,
One Independent Drive, Suite 114
Jacksonville, Florida 32202

or to such other address as such party may from time to time designate by notice to the other in accordance with this paragraph. Notices shall be effective upon delivery unless delivery is refused or cannot be made, in which event notice shall be effective at the time of refusal.

(15) AUTHORITY. Each party warrants to the others that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the other that execution, delivery and performance of this Agreement does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party may be bound. Each individual signing this Agreement on behalf of a party warrants to the other that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

(16) NOT ASSIGNABLE. Licensee shall not sell, assign, mortgage, pledge, sublicense, grant concessions or transfer this Agreement or any interest therein, without Licensor's prior written approval, which may be granted or denied at Licensor's sole and absolute discretion. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and assigns.

(17). NO WAIVER; SEVERABILITY. The failure of Licensor to insist upon strict performance by Licensee of any of the conditions, provisions, rules and regulations, and agreements in this Agreement, or to exercise any option, shall not be deemed a waiver of any of Licensor's rights or remedies and shall not be deemed a waiver. If any portion of this Agreement shall be found invalid or unenforceable, then the remainder of this Agreement shall remain valid and be enforced to the fullest extent permitted by law.

(18). FORCE MAJEURE. If either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of any such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(19). NO PARTNERSHIP OR LEASEHOLD INTEREST. It is understood and agreed that nothing contained in this Agreement shall be considered as in any way constituting a partnership between Licensor and Licensee. Licensee agrees that it does not and shall not claim at any time any leasehold interest or other interest or estate of any kind or extent whatsoever in the Property or any part of the Property by virtue of the privileges granted under this Agreement or by Licensee's activities under this Agreement.

(20). GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state in which the Property is located. Each party hereto hereby irrevocably and unconditionally: (i) consents to submit to the exclusive jurisdiction of the state and federal courts of the state in which the Property is located for any proceeding arising in connection with this Agreement and each such party agrees not to commence any such proceeding except in such courts, and (ii) waives any objection to the laying of venue of any such proceeding in the state and federal courts of the state in which the Property is located.

(21). ATTORNEYS' FEES AND COSTS. In the event that any action, suit or other proceeding is initiated concerning or arising out of this Agreement, the prevailing party shall recover all of such party's costs and reasonable attorneys' fees incurred in each and every action, suit or other proceeding (including any alternative dispute resolution proceedings), including any and all appeals or petitions therefrom from the non-prevailing party.

(22). WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND

ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS PARAGRAPH HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

(23). ANTI-TERRORISM. Licensee certifies that: (i) neither it nor its officers, directors or controlling owners are acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control ("SDN"); (ii) neither it nor its officers, directors or controlling owners are engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) neither it nor its officers, directors or controlling owners are in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto. Licensee hereby agrees to defend, indemnify, and hold harmless Licenser from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing certification. Should Licensee, during the Term, be designated an SDN, Licenser may, at its sole option, terminate this Agreement.

(24). ENTIRE AGREEMENT. This Agreement contains all the covenants, promises, agreements, conditions and understandings between Licenser and Licensee. This Agreement supersedes all prior and contemporaneous statements, representations, agreements and understandings, including any such statements, representations, agreements and understandings Licensee may believe or later allege were made as inducements to enter into this Agreement. There are no other agreements or binding representations, either oral or written, between Licenser and Licensee other than those set forth in this Agreement. This Agreement may only be modified or amended pursuant to a written agreement signed by both Licenser and Licensee. Time is of the essence of this Agreement.

(25). AUTHORITY. Each of the undersigned hereby warrants and represents that he/she is authorized to execute this Agreement on behalf of the entity whose name he/she is signing under and that his/her signature hereto is binding upon such entity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

LICENSOR

REGENCY CENTERS, L.P.,
a Delaware limited partnership

By: Regency Centers Corporation,
a Florida corporation
Its: General Partner

By: _____
Name: _____
Title: _____

Attest:

(Title i.e. Secretary)

LICENSEE

Village of Willowbrook, an Illinois municipal corporation

By: _____
Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT A

SECURITY CAMERAS SPECIFICATIONS (attached)

**MPSTATUS
INTERACTIVE DASHBOARD**

Tile based user interface for simple navigation

POWER
Complete status, control, and critical notifications of your power ecosystem. View real time power levels from battery systems, charging inputs, and individual circuits. Control individual components, power consumption, and power cycling capabilities.

GENERATOR
MPStatus enables real time enclosure temps, cooling fan control, and automatic notifications of GPS location change, fuel level, oil life, start and stop conditions. Industry exclusive heat recovery system optional on the Commander series.

SECURITY
Scheduled or live arming and disarming of system alarm and automation activities. Enable or disable inputs from on-board technology and analytics.

LIGHTS
Set, Schedule, or Automate individual lighting devices by on/off, day/night, and armed/alarmed.

TEMPERATURES
Temperature readings and fan speed for individual zones of your device.

LOAD
Live and archived current draw for individual circuits within your system.

LOCATION
Real time location of your Commander, Falcon or Sentry device.



ADMINISTRATIVE

Customer account management with unlimited organizational Admin, User, and passive accounts with notifications.

ARCHIVED DATA

Identify and review archived dashboard data down to the second. Tech support simplified, our Minnesota based tech support team can utilize archived data to provide world class tech support.

REPORTS TAB

Audit list of system activities and users who have activated components.

CONTROL

AT YOUR

FINGERTIPS!



651-434-2333

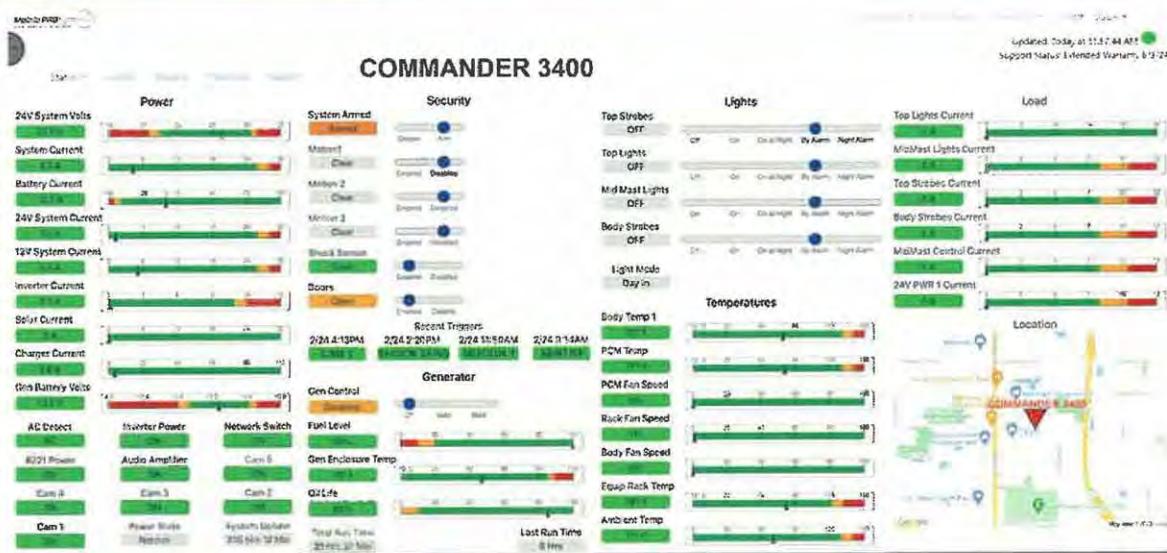
250 Lothenbach Ave, West
St Paul, MN 55118
mobileprosystems.com

MPSTATUS

DASHBOARD TECHNOLOGY

ADVANCED SYSTEM DATA = SITUATIONAL AWARENESS = EXCEPTIONAL RELIABILITY

The MPStatus Dashboard delivers the industry's most advanced situational awareness. Experience the power of live interactive control and data from system components. Discover this exclusive technology in all Mobile Pro Systems equipment.



KEY FEATURES

COMPREHENSIVE INTERFACE

Complete status, control, and critical notifications of your power ecosystem. View real time power level from battery systems, charging inputs, and individual system circuits.

TEXT MESSAGE NOTIFICATION ALERTS

Receive SMS and real time email notifications on all selected alerts.

POWERFUL REMOTE CUSTOMER SERVICE

Review live or historical dashboard data for any component and engage MN based support technicians if you need them.

AUTONOMOUS INTELLIGENCE

MPStatus actively manages your devices hybrid power system. The platform efficiently charges from solar or shore power when available and engages the optional autonomous generator as needed.

ACCESS ALL YOUR EQUIPMENT IN ONE PLACE

Trailer or pole mounted platforms can be viewed in one convenient dashboard regardless of location.

USER CONFIGURABLE AUTOMATION

Control your systems automation and analytics including lighting, strobes, and audio components.



SPECIFICATIONS



ENCLOSURE

- 10" x 11" x 21" - 55"(LxWxH) Pole mounted configuration (length varies by optional backup battery option)
- Durable Aluminum structure
- Flexible Modular Configuration options
- Thermal Controlled Enclosure
- Universal Mounting Brackets



POWER

- 45-135AH lithium battery options
- 35-105AH AGM battery options
- 110-277 VAC Input
- 10 controllable DC outputs



SECURITY

- Tamper Sensor
- Security Screws (optional)
- GPS Geo Fencing



MPSTATUS DASHBOARD

- Advanced MPStatus dashboard application provides interactive SMS and email notifications, health stats, and full control of your system's integrated technologies.

OPTIONS

CAMERAS

- PTZ | 360° | Fixed | Thermal | ALPR

RECORDING

- On-board Video Storage
- Integration with most VMS
- Full Remote Access

COMMUNICATIONS

- Cellular | Mesh/PTP Network | WiFi | Satellite | Copper | Fiber

DETECTION DEVICES

- Camera Analytics | PIR | Long Range | Microwave | Dual Motion | Radar | Lidar | Wireless | Gunshot Detection

DETERRENTS

- Top Mast Strobe | Body Strobe | Sirens | Horns | Two-way Audio |

LIGHTING

- IR | LED Flood | LED Strobes



651-434-2333

250 Lothenbach Ave, West
St Paul, MN 55118
mobileprosystems.com



A RUGGED PORTABLE OR PERMANENT SURVEILLANCE SOLUTION

The Sentry 6000 is a high performance mobile surveillance platform with the industry's most exceptional engineering. Flexible mounting solutions and configurations make this the most customizable security solution available.

SENTRY 6000

KEY FEATURES

ADVANCED INTERACTIVE DASHBOARD

- The most advanced interactive dashboard on the market.

UNIVERSAL MOUNTING BRACKETS

- Easily and quickly install on any pole, wall or tripod.

FLEXIBLE POWER SOURCE

- Batteries are charged when power is available, and continues operating when power is not available.

MODULAR DESIGN

- Adaptable platform with unlimited configurations for cameras, lighting, audio, and sensors.

EASILY SCALE AND RELOCATE

- Deployable as an individual asset and scalable to add more as needed.

LIMITLESS INTEGRATION

- Full integration with any world-class cameras, sensors, and video management software.



651-434-2333

250 Lothenbach Ave, West
St Paul, MN 55118
mobileprosystems.com

EXHIBIT B
DESIGNATED LOCATIONS





BOARD OF TRUSTEES MEETING

| | |
|--|------------------------------|
| AGENDA ITEM NO: 9. SUBJECT: A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A CONTRACT FOR ON-CALL PROFESSIONAL DESIGN AND RELATED SERVICES FOR THE VILLAGE PARKS AND RECREATION DEPARTMENT BY AND BETWEEN UPLAND DESIGN, LTD. AND THE VILLAGE OF WILLOWBROOK | DATE: October 9, 2023 |
|--|------------------------------|

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Dustin Kleefisch, Director of Parks & Recreation
Alex Arteaga, Assistant to the Village Administrator
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff are requesting the Board of Trustees authorize the execution of a contract with Upland Design for On-Call Professional Services.

BACKGROUND/SUMMARY

As the Village prepares to proceed with the re-development of several parks across the community, staff prioritized contracting with an individual parks design vendor to lead the several major parks re-development projects that are scheduled in the coming years. For the Midway Park Improvement Project, staff received three quotes and awarded the project to Kimley Horn. Since the next couple of parks projects will be over the Village Administrator's signing authority, staff wanted to be proactive and hire a consultant that can help lead those projects now rather than wait until the Spring. By taking this approach, the Village will be able to take advantage of bidding projects out earlier and potentially save on costs in the long term.

An On-Call Professional Services Request for Qualification ("RFQ") was released by Village staff on August 16th with bids due on September 15th. Staff received 6 bids from Gewalt Hamilton, Hitchcock Design Group, Kimley-Horn, RN Chin, Senga Architects, and Upland Design.

Ultimately, Upland Design Ltd was selected by staff as the firm for the On-Call Professional services because of its impressive and comprehensive portfolio of work over the past 25 years. Within the parks and recreation field, Upland Design has a sterling reputation and is known as a leader in project management and landscape architecture. In addition, Upland Design Ltd has a 94% success rate with their OSLAD (Open Space Lands Acquisition and Development) grant applications and had 18 separate projects awarded grant money last cycle. Upland Design has an impressive portfolio of projects which include Wolf's Crossing Community Park for the Naperville Park District, Glenbriar Park Phase I & II for the Butterfield Park District and Centennial Park for the Elmhurst Park District.

Michelle Kelly, PLA, and her team of professionals will assist staff throughout the process and ensure that the vision and mission of the projects are completed to the Village's standards and expectations. Michelle and her



team have a wealth of experience and knowledge that is difficult to match by other firms, along with many certifications and skills directly applicable to park and playground safety and accessibility.

The Upland Design Ltd approach to project management and creative skillset separated them from the other firms that were interviewed and excited staff about the potential impact they can bring to the Village.

FINANCIAL IMPACT

Upland Design provided a cost sheet that includes hourly rates for various positions and assignments that will be required during park redevelopments. These positions include landscape architecture, project management, engineering, landscape design, and administration support.

Costs incurred by the Village will depend on the work assigned to Upland Design throughout the redevelopments of various Village parks. The billing will be similar to other services such as legal and engineering.

RECOMMENDED ACTION:

Staff recommends the Board of Trustees approve a contract with Upland Design for On-Call Professional Services.

RESOLUTION NO. 23-R-_____

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A
CONTRACT FOR ON-CALL PROFESSIONAL DESIGN AND RELATED
SERVICES FOR THE VILLAGE PARKS AND RECREATION DEPARTMENT
BY AND BETWEEN UPLAND DESIGN, LTD. AND THE VILLAGE OF
WILLOWBROOK**

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) has determined that it is in the best interest of the Village to enter into a professional services agreement for professional design and related services for the Village Parks and Recreation Department; and

WHEREAS, the Village requested qualifications from experienced design services firms in accordance with the statute; and

WHEREAS, as a result of the evaluation process the Village has selected Upland Design, Ltd.; and

WHEREAS, the Village desires to retain Upland Design, Ltd., on an on-call basis, to provide professional services to the Village including, but not limited to, landscape, building and park design planning, construction services, preparation of construction documents, project manual and providing project management and construction observation/coordination.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that a certain agreement by and between the Village of Willowbrook and Upland Design Ltd., in substantially the form as attached hereto as Exhibit "A" and made a part hereof, be and is hereby approved and that the Mayor and Village Clerk be and the same are hereby authorized to execute and attest, all on behalf of the Village of Willowbrook, that certain on-call professional services agreement.

PASSED and **APPROVED** this 9th day of October, 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”

Professional Services Agreement

UPLAND DESIGN, LTD.

| | | |
|---|--|--|
| <u>OWNER:</u> Village of Willowbrook | AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES | <u>PROFESSIONAL SERVICE PROVIDER:</u> Upland Design, Ltd. |
| <u>Address:</u> 835 Midway Drive | | <u>Address:</u> 24042 Lockport Street, Unit 200 |
| <u>City:</u> Willowbrook, Illinois 60527 | | <u>City:</u> Plainfield |
| | | <u>State:</u> Illinois <u>Zip:</u> 60544 |

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between **UPLAND DESIGN, LTD.**, hereinafter called "**UPLAND**", and the **VILLAGE OF WILLOWBROOK**, hereinafter called the "**VILLAGE**".

WITNESSETH:

WHEREAS the **VILLAGE** has determined that it is reasonable, necessary, and desirable to obtain the services of a consultant to provide professional engineering and architectural services for the design, planning, natural resources, construction services and project/program management to the Village for its parks and recreational services and, as such issued Request for Qualifications ("RFQ") for these services, and which response to the RFQ by **UPLAND** is attached hereto and made a part hereof; and

WHEREAS the **VILLAGE** has selected **UPLAND** for these services; and

WHEREAS **UPLAND** agrees to provide the necessary and requested professional services, on-call, upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

UPLAND AGREES,

I. To maintain all necessary certifications and professional licenses required for the services described herein and to designate Michelle Anne Kelly as the person who will have primary responsibility for the provision of any requested services.

II. To provide and maintain all applicable technical training for its staff.

III. To provide general professional services on an on-call basis, as follows:

A. Architecture

1. Landscape Design

- 2. Building Design
- 3. Park Design
- B. Planning
 - 1. System-Wide Plans
 - 2. ADA Plans
- C. Construction Services
 - 1. Creation of Blueprints
 - 2. Procurement Assistance
 - 3. Design Plan Review
- D. Project/Program Management
 - 1. Design Review
 - 2. Project Management
 - 3. Assistance with Bond Projects and Marketing
 - 4. Assistance with Grant Applications
 - 5. Contract Preparation and Management

IV. To carry insurance of the coverage types in the amounts detailed in Exhibit "B" attached hereto.

Such insurance shall remain in full force and effect during the term of this Agreement and for three (3) years after the termination of this Agreement.

VILLAGE AGREES,

I. To pay **UPLAND** for the services rendered in a professional manner to the **VILLAGE**, as detailed in this Paragraph **I**, a sum of money:

Based on the hourly rates stipulated below for personnel assigned to this project as payment in full to **UPLAND** for the actual time spent in providing the requested services, the hourly rates include profit, overhead, readiness-to-serve, insurance, social security and retirement deductions. Payments shall be made by the **VILLAGE** in accord with the provisions of the Local Government Prompt Payment Act (50 ICLS 505/1, et seq.).

| UPLAND DESIGN LTD | Hourly Rate |
|-------------------------------|--------------------|
| Principal Landscape Architect | \$224.00 |
| Project Manager/Sr. LA | \$172.00 |
| Landscape Architect | \$148.00 |
| Landscape Designer II | \$138.00 |
| Construction Administrator | \$132.00 |
| Office Administrator | \$ 88.00 |
| Intern | \$ 70.00 |

**ENGINEERING RESOURCES
ASSOCIATES**

| | |
|---------------------------|----------|
| Professional Engineer VI | \$234.00 |
| Professional Engineer V | \$206.00 |
| Professional Engineer IV | \$187.00 |
| Professional Engineer III | \$165.00 |
| Professional Engineer II | \$144.00 |
| Professional Engineer I | \$125.00 |
| Structural Engineer IV | \$207.00 |
| Structural Engineer III | \$250.00 |
| Staff Engineer III | \$134.00 |
| Staff Engineer II | \$110.00 |
| Staff Engineer I | \$103.00 |

| | |
|-----------------------------|----------|
| Engineering Technician VI | \$150.00 |
| Engineering Technician V | \$134.00 |
| Engineering Technician IV | \$111.00 |
| Engineering Technician III | \$103.00 |
| Engineering Technician II | \$79.00 |
| Engineering Technician I | \$59.00 |
| Engineering Intern III | \$80.00 |
| Engineering Intern II | \$60.00 |
| Engineering Intern I | \$51.00 |
| Ecological Service Director | \$169.00 |
| Environmental Specialist IV | \$172.00 |
| Environmental Specialist II | \$114.00 |
| Environmental Specialist 1 | \$91.00 |
| Professional Surveyor II | \$177.00 |
| Professional Surveyor I | \$155.00 |
| Surveyor IV | \$135.00 |
| Surveyor III | \$114.00 |
| Surveyor II | \$91.00 |
| Administrative Director | \$163.00 |
| Administrative Staff IV | \$123.00 |
| Administrative Staff III | \$91.00 |
| Administrative Staff II | \$71.00 |
| Administrative Staff I | \$66.00 |

The hourly rates detailed in this Paragraph I herein shall be effective the date the parties enter into this Agreement and shall remain in effect for three (3) years from the effective date of this Agreement, and remain in effect for any additional option periods exercised by the **VILLAGE**.

IT IS MUTUALLY AGREED,

I. That the laws governing this Agreement shall be the laws of the State of Illinois. Venue shall be in the Circuit Court of the 18th Judicial Circuit, DuPage County, Illinois.

II. This Agreement may be terminated by the **VILLAGE** upon giving notice to **UPLAND**, in writing, as required by paragraph 6 of the General Terms and Conditions, to **UPLAND** at its last known post office address. Upon such termination, **UPLAND** shall cause to be delivered to the **VILLAGE** all completed or partially completed work, with the understanding that all such material becomes the property of the **VILLAGE**. The **VILLAGE** acknowledges that if conflicts exist between electronically transmitted documents and hard copy documents, the hard copy documents prevail. If the Agreement is terminated, **UPLAND** shall be paid for services completed and services partially completed plus all reimbursable payments, if any, then due, shall be in full discharge of all rights of **UPLAND** under this Agreement.

IV. The following exhibits are attached hereto and expressly made a part of this Agreement, as if each term contained in each exhibit was repeated herein, verbatim:

- A. **UPLAND'S** response to **VILLAGE** RFQ;
- B. Sample Certificate of Liability Insurance; and
- C. General Terms and Conditions.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED BY THE OWNER, this _____ day of _____, 2023.

**VILLAGE OF WILLOWBROOK
835 Midway Drive
WILLOWBROOK, ILLINOIS 60527**

By: _____

Printed
Name/Title: Frank A. Trilla, Mayor

ATTEST:

By: _____

Printed
Name/Title: Deborah A. Hahn, Village Clerk

* * * * *

EXECUTED BY THE UPLAND DESIGN, LLP, this _____ day of _____, 2023.

UPLAND DESIGN, LTD.

By: _____

Printed: _____
Name/Title: Michelle Anne Kelly, its President
and duly authorized agent

ATTEST:

By: _____

Printed: _____
Name/Title: _____

EXHIBIT A
UPLAND'S RESPONSE TO VILLAGE RFQ

Qualifications for
On-Call Professional Services
Village of Willowbrook

September 15, 2023



uplandDesign Ltd.
park planning and landscape architecture



We create great outdoor spaces.

We create spaces that
connect people outdoors.
Places to play,
to learn,
to work.

Places where people want to go.
Go outside with us.

Table of Contents

| Description | Page # |
|--------------------|----------|
| Section One..... | 5 |
| Section Two..... | 9 |
| Section Three..... | 19 |
| Section Four..... | 27 |
| Section Five..... | 31 |
| Section Six..... | 57 |
| Section Seven..... | enclosed |





SECTION ONE

LETTER OF TRANSMITTAL/ GENERAL INFORMATION

Firm Letter 6
Certificate of Insurance 7



Letter of Transmittal

September 15, 2023

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

RE: Request for Qualification: Village of Willowbrook On-Call Professional Services

Dear Selection Committee,

We are excited for the opportunity to submit a proposal to assist the Village of Willowbrook with professional services in the categories of Architecture, Planning, Construction Services, and Project/Program Management. We understand the importance of having an experienced and reliable landscape architectural firm on your team. Upland Design has been creating great parks, creating municipal landscapes, writing grants and renovating playgrounds for the past 25 years. We will bring our expertise to help you create great spaces for your residents to **go outside**. Our team's experience allows us to explore a wide range of possibilities to find the best solutions. Below are key reasons why Upland Design is a valuable partner in the design and development process.

- Wide-ranging experience creating wonderful parks and recreation facilities
- Many successful grants written and implemented while meeting design requirements and budgets
- Team members with National Recreation and Park Association certification for playground safety (CPSI)
- Ability to engage the public with online and e-mail outreach, surveys and public meetings
- In depth experience leading consultant teams of engineers, landscape architects, and surveyors

Michelle Kelly will lead our team as Principal Landscape Architect along with Maria Blood as project manager. Michelle and Maria have a strong track record of keeping projects on budget, while also meeting deadlines and schedules. Heath Wright will serve as inspector and quality control.

The firm is not classified as a Disadvantaged Business Enterprise and there are no conflicts of interest between our key individuals and the program or Village. Upland Design, Ltd. is a State of Illinois Certified Women Business Enterprise.

We are excited to be able to assist the Village of Willowbrook with planning and design that will support the Village with our 25 years of experience. Upland Design has a passion for creating amazing outdoor spaces and we will exceed your expectations.

Sincerely,

A handwritten signature in blue ink that reads "Michelle A. Kelly".

Michelle A. Kelly, PLA, CPSI
Principal Landscape Architect
Phone: 815-254-0091 x727
E-mail: mkelly@uplandDesign.com

Upland Design Ltd- Established 1998

Headquarters- 24042 W Lockport Street, Suit 200 | Plainfield, IL 60544

Chicago Office- 1229 N North Branch Street #220A | Chicago, IL 60544

Chicago 312.350.4088 uplandDesign.com 815.254.0091 Plainfield

Letter of Transmittal/ General Information Certificate of Insurance

Client#: 852903

UPLANDES

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/03/2023

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

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

| | | | | |
|---|--|------------------------|----------------|--------------|
| PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200 | CONTACT NAME: | Laurie Cloninger | | |
| | PHONE (A/C, No, Ext): | 630 625-5219 | FAX (A/C, No): | 610 537-4939 |
| | E-MAIL ADDRESS: | AEcertificates@usi.com | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| | INSURER A: Sentinel Insurance Company Ltd. | | 11000 | |
| | INSURER B: Nutmeg Insurance Company | | 39608 | |
| INSURED Upland Design, Ltd. 24042 W Lockport St Ste 200 Plainfield, IL 60544 | INSURER C: Travelers Casualty & Surety Co. of Amer | | 31194 | |
| | INSURER D: Hartford Accident and Indemnity Co | | 22357 | |
| | INSURER E: | | | |
| | INSURER F: | | | |
| | | | | |
| | | | | |

| COVERAGES | | CERTIFICATE NUMBER: | | REVISION NUMBER: | | | | |
|---|---|---------------------|-----|------------------|------------------------------------|------------------------------------|---|-------------|
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | | |
| INSR LTR | TYPE OF INSURANCE | ADD'L SUBR INSR | WWD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) 06/01/2023 | POLICY EXP (MM/DD/YYYY) 06/01/2024 | LIMITS | |
| A | COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | 83SBANX7798 | | | EACH OCCURRENCE | \$1,000,000 |
| | GENL AGGREGATE LIMIT APPLIES PER: | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | MED EXP (Any one person) | \$10,000 |
| | OTHER: | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 83UECZH3952 | | | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | 83SBANX7798 | | | EACH OCCURRENCE | \$2,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | | | | AGGREGATE | \$2,000,000 |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N | N / A | | 83WEGAX7H8G | | | X PER STATUTE | OTH-ER |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 |
| | | | | | | | | |
| C | Professional Liability | | | 106930763 | 06/01/2023 | 06/01/2024 | \$3,000,000 each claim / \$4,000,000 annual aggr. | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability is written on a 'claims made' policy form.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER

CANCELLATION

Upland Design, Ltd.

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.



SECTION TWO

PERSONNEL QUALIFICATIONS

Ability Statement 10

Organizational Chart 11

Michelle Kelly 12

Heath Wright 14

Maria Blood 16

Personnel Qualifications

Adequacy, Availability and Ability of Personnel

At Upland Design, we take immense pride in our 25-year legacy of excellence in public sector projects. We have dedicated our work to creating spaces where people want to work, play, and live. Our unwavering commitment to design excellence and community transformation has positioned us as a trusted partner for municipalities and public organizations seeking to uplift park spaces, landscapes, and urban environments. Together with our engineering team at Engineering Resource Associates (ERA), and surveyors at JLH Land Surveying, we demonstrate sufficiency, availability, and ability in the following ways:

- Strong Portfolio
- Client Testimonials
- Credentials and Certifications
- Team Expertise
- Communication
- Timely Delivery
- Long Term Mindset



Personnel Qualifications

Organizational Chart & Resumes

Village of Willowbrook



Michelle Kelly, PLA

Principal- Registered in IL, MI, IN, IA
NRPA Certified Playground Safety Inspector
Bachelor of Landscape Architecture, High Honors
University of Illinois, Champaign-Urbana
30 Years' Experience



Maria Blood, PLA

Principal- Registered in IL
NRPA Certified Playground
Safety Inspector & LEED AP BD+C
Bachelor of Landscape Architecture
University of Illinois,
Champaign-Urbana
15-Years' Experience

Heath Wright, ASLA

Principal & QC- Registered in IL & MI
ISA Certified Arborist
Bachelor of Landscape Architecture
University of Illinois,
Champaign-Urbana
30 Years' Experience



Landscape Architecture Team

John Mayer, PE, CFM

Principal- Registered in IL, IN, WI
Certified Floodplain Manager & Private Pilot
Bachelor of Science Civil Engineering
University of Wisconsin, Milwaukee
37 Years' Experience



Warrenville, IL



ENGINEERING
RESOURCE ASSOCIATES

Andrew Kustusch, PE, CFM

Environmental Engineer
Certified Floodplain Manager & Wetland Plant
Identification Specialist
Master of Science Environmental Engineering
University of California, Berkely
12 Years' Experience



Denver, CO

JLH Land Surveying Inc

Keith Bollinger, I.P.L.S

Professional Land Surveyor
Registered in IL
Bethany Lutheran College Mankato, Minnesota
& Carthage College, Kenosha, Wisconsin
30-Years' Experience



Michelle A. Kelly

Principal Landscape Architect in Charge

Registered Landscape Architect

Illinois # 157-001002, Michigan # 3901001226

Iowa # 00699 Indiana # LA21200027

Certified Playground Safety Inspector, since 1995

Education: Bachelor of Landscape Architecture with High Honors
University of Illinois at Urbana-Champaign, 1992



Professional Activities:

American Society of Landscape Architects, Member
Lambda Alpha International, Ely Chapter, Member

Midwest Institute of Park Executives
National Park and Recreation Association

Experience: Michelle has been designing parks, outdoor recreation spaces and landscapes for the past 30 years. From public meetings through design development and construction observation, she succeeds in creating great outdoor parks and recreation spaces. Her professional work includes landscape planning for park districts and municipal sites, to design of dynamic playgrounds, sports fields, natural areas, and community centers. She has led communities through numerous renovations with a commitment to sustainable design, efficiency and the communities interests at heart. Michelle established Upland Design in 1998. Prior to then she worked for the Elmhurst Park District and the City of Evanston.

Project List: Below are projects Michelle has led:

- Glenbriar Park Development: DuPage County, Illinois
Community Shelter, Trails, Fitness Area, Sensory and Interpretive Areas, Fountain, Tennis, Pickleball and Sled Area
- Wolf's Crossing Park Master Plan and Park Development: Naperville Park District
Master Planning, Public Engagement and Development of a Multi-Use Community Park including Trails and Connections, Baseball Field, Multi-Use Fields, Playground, Splash Pad, Fitness Area, Multi-Purpose Hill, Nature Learning Area, Restroom & Storage Building
- Northwestern Medicine Kishwaukee Health and Wellness Center: DeKalb, Illinois
Trails, Fitness Area, Outdoor Plaza, Fountain, Sensory Plaza, Community Shelter and Landscape
- Orland Park Nature Center Development: Village of Orland Park
Trails, Permeable Parking, Outdoor Classroom, Detention, Overlook Shelter, Shade Structures Entry Plaza, Sensory Garden, Custom Trellis
- Apple Orchard OSLAD: Bartlett Park District
Playground Renovation, Picnic Shelter, Skate Park Renovation, Native Woodland & Learning Signs/ Pods, Camping Area, Accessibility Improvements and Pathways
- High Ridge Park Renovation Msater Plan and OSLAD Grant: Westchester Park District
Hockey Court, Fencing, Walls, Site Furniture, Landscape Improvements
- Century Park OSLAD Development: Bolingbrook Park District
Playground Equipment, Poured in Place Surfacing, Accessibility Improvements, Drainage Improvements, Landscape Design and Restoration
- Lincoln Park Artificial Turf Fields: Chicago Park District
Multiple Park Turf Field Replacement, Draining Improvements, Accessibility Improvements

- Whisper Creek Park: Mokena Community Park District

Asphalt Pathway, Parking Lot, Playground, Basketball Picnic Shelter, Plaza, Fitness Stations, Site Furniture, Drinking Fountain, Landscape Improvements
- Dellwood Park OSLAD: Lockport Park District

Pathway Renovations, Playground, Shelter & Multi-Use Plaza, Drinking Fountain Replacement, Accessibility Improvements, Fitness Area, Parking Lot Renovations, Gaga Pit, Butterfly Garden
- Pottawatomie Park Sensory Playground: St. Charles Park District

Playground, Shelter, Baggo, Sensory Play and Seating Area
- Hattendorf Park OSLAD Development: Elk Grove Park District

Walking Loop, Fitness Equipment, Baggo Court, Ladder Ball Court, Ping-Pong and Table Game Area, Life Size Checker Board Plaza, STEM Play and Learning Stations, Native Plant Butterfly Garden and Educational Signage, Turf Play and Sculpture Mounds, Landscaping
- Central Park North: Oak Brook Park District

Community Shelter, Amphitheater, Trail Connections, Bridge, Ninja Fitness Course, Creek Fishing Access Improvements, Creekside Habitat, Interpretive Signage, Restroom-Concession-Storage Building
- Lawn Manor OSLAD Development: Oak Lawn Park District

Tennis Court Renovation, Pickleball Courts, Basketball Court, Accessibility Improvements, Asphalt Walking Path, Fitness Equipment, Challenge Course, Nature Playground, Splash Pad, Lighting, Children's Garden, Rain Garden, Educational Signage, Discovery Walk, Sensory Area
- Flowers Park OSLAD: Village of Lincolnwood

Tennis Court Renovation, Basketball Court Renovation, Picnic Area with Game Tables, Baggo, Gaga Pit, Cultural Pollinator and Butterfly Garden, Drinking Fountain and Bike Repair Station, Playground Renovation, Fitness Equipment, Asphalt Path
- Hickory Knolls Nature Center Master Plan: St. Charles Park District

outdoor nature play, nature boardwalk, community shelter, patio event space, nature museum indoor layout, fitness course, and high ropes course
- Engstrom Park Playgrounds Master Plan and Development: Batavia Park District

Playground, Trails, Basketball Courts, Rain Garden, Baseball Fields, Shelter, Playground, Parking
- Garnsey Park Renovation: Joliet Park District

Playground, Trails, Fitness Stations, Tennis Court, Electrical Improvements, Parking Improvements, Playground and Rubber Surfacing
- 2022 CPS Playground Updates: Chicago Public Schools

Multiple School Playground Updates Including: Playground Equipment, Rain Garden, Artificial Turf Sports Field, Outdoor Classroom, Painted Rubber Surfacing, Music Garden
- Heggie Park: Joliet Park District

Playground, Splash Pad, Fitness Equipment, Trails, Parking Lot -
- Historic Adams Park Renovation: Phase I and Phase II: Wheaton, Illinois

New Accessible Pathways, Renovation at Fountain, Furniture and Landscape Plantings
- Stars and Stripes Playground Renovation: Chicago Park District

Playground, Splash Pad, Landscaping
- Parker Community Academy: Chicago Public Schools



Heath A. Wright

Principal Landscape Architect & Inspector

Registered Landscape Architect

Illinois #157-000994, Expires 8/31/2023

IDOT Certified S-14, Documentation of Contract Quantities

ISA Certified Arborist #IL-9435A

Education: Bachelor of Landscape Architecture

University of Illinois Urbana-Champaign, 1992

Associates Degree in Horticulture, Joliet Junior College, 1990



Professional Activities:

American Society of Landscape Architects, Member International Society of Arboriculture, Member

Village Preservation Association, Plainfield, Illinois Midwest Institute of Park Executives, Member

Founding Member: Village of Plainfield Historic Preservation Commission 2004-2012

Experience: Heath has been instrumental in the implementation of a wide range of landscape architectural and planning projects including recreational sports and trail systems, playgrounds, and forest preserves and landscape planning. With over 25 years experience working on public sector projects he has the expertise necessary to understand, review and interpret all size projects. At Upland Design, Heath has led the preparation of contract plans and specifications and oversight of construction administration on many complex projects. Heath has been with Upland Design since 2005. Prior to then he worked at the Bolingbrook Park District and Will County Forest Preserve District.

Project List: Below are recent projects Heath led or provided quality control on:

- Lily Cache Greenway: Bolingbrook Park District
Trail Improvements, New Trail Segments, New Trail Connections, Pedestrian Bridge Addition, Accessibility Improvements
- University of St. Francis: St. Claire Campus Landscape Plantings, Joliet, Illinois
Parking lot revisions, Landscaping, Memorial Garden
- Northern Illinois University Outdoor Recreation Sports Complex: DeKalb, Illinois
Baseball & Softball Fields, Multi-Use Artificial Turf field, Restroom & Entry Building
- Hidden Oaks Pavilion: Bolingbrook Park District
Wood Shelter, Stone Fireplace, Accessible Trails, Lighting, Parking Lot
- Lords Park Playground Renovation: City of Elgin
Accessibility Improvements, Playground, Drainage Improvements, Tree Preservation, Lawn Restoration
- Millennium Park OSLAD: City of Elgin
Shelter Renovation, Trail Replacement, Playground and Sand Play Area, Game Table Area, Basketball Court, Gaga Ball Pit, Baggo and Seating Area, Fitness Equipment, Pollinator Garden, Educational Signage
- Orchard Park Master Plan & OSLAD: City of Palos Heights
Dog Park, Ice Rink, Multi-use Outdoor Plaza Space, Building Renovation, Walking Loop, Landscape Buffer, Parking Lot, Accessibility Improvements
- Central Park North: Oak Brook Park District
Community Shelter, Amphitheater, Trail Connections, Bridge, Ninja Fitness Course, Creek Fishing Access Improvements, Creek side Habitat, Interpretive Signage, Restroom/Concession/Storage

- Dellwood Park OSLAD: Lockport Park District

Pathway Renovations, Playground, Shelter & Multi-Use Plaza, Drinking Fountain Replacement, Accessibility Improvements, Fitness Area, Parking Lot Renovations, Gaga Pit, Butterfly Garden
- Arrowhead and Renaissance Playgrounds and ADA Renovations: Lockport Park District

Playground, Seating Area, Accessible Walks
- Century Park OSLAD Development: Bolingbrook Park District

Playground Equipment, Poured in Place Surfacing, Accessibility Improvements, Drainage Improvements, Landscape Design and Restoration
- Lincoln Park Artificial Turf Fields: Chicago Park District

Multiple Park Turf Field Replacement, Draining Improvements, Accessibility Improvements
- Heggie Park: Joliet Park District

Playground, Splash Pad, Fitness Equipment, Trails, Parking Lot
- Veterans Park Playground: Bolingbrook Park District

Playground, Shade Sail, Site Furniture
- Baker Woods and Ellis Equestrian Center Renovation: Kendall County Forest Preserve District

Parking, Restroom, Wayfinding Signage, Trails, Bridge, Native Restoration
- University of St. Francis: St. Claire Campus Landscape Plantings, Joliet, Illinois

Parking lot revisions, Landscaping, Memorial Garden
- Northern Illinois University Outdoor Recreation Sports Complex: DeKalb, Illinois

Baseball & Softball Fields, Multi-Use Artificial Turf field, Restroom & Entry Building
- Hidden Oaks Pavilion: Bolingbrook Park District

Wood Shelter, Stone Fireplace, Accessible Trails, Lighting, Parking Lot
- Adelmann Park Renovation: Lockport Park District

Playground, Seating Area, Accessible Walks
- Wynwood Park Renovation: Winfield Park District

Batting Cages, Splash Pad, Playground, Shelter Rain Garden Improvements
- Garnsey Park Renovation: Joliet Park District

Playground, Tennis Court, Electrical Improvements, Parking Improvements
- Wheeler Park Playground and ADA Renovations: Geneva Park District

Playground Improvements, Surface Mounds, Site Furniture
- Weaver Park: Geneva Park District

Playground Improvements, Shelter Renovation, Site Furniture
- Batavia Park District Foundation: Riverwalk Renovation, Batavia Park District

Boardwalk and Overlook Deck with Seating
- Ford Heights Baseball Field: Ford Heights Park District

Baseball Fields and Fencing
- Kensington Park Renovation: Butterfield Park District

Playground, Sensory Garden, Accessibility Updates and Drainage Improvements
- Orchard Glen Playground Renovation: Butterfield Park District

Playground, Shade Structure, Patio and Retaining Wall



Maria Blood

Principal Landscape Architect and Project Manager

Registered Landscape Architect, LEED AP BD+C

Illinois #157-001511

Certified Playground Safety Inspector, Since 2009

Education: Bachelor of Landscape Architecture

University of Illinois Urbana-Champaign, 2008



Professional Activities:

South Suburban Parks and Recreation Professional Association, Member

Experience: Maria has been a professional in public landscape architecture and site planning for the past fifteen years. Her professional work is focused on creating outdoor spaces from comprehensive master planning, site design, and all phases of project development for campus sites, parks, trails, landscapes, parking areas and sports fields. Her career has been focused on serving public clients and she enjoys being involved in the creation of spaces with multiple challenges for wonderful outcomes.

Project List: Below are a number of projects Maria worked on:

- Mike Rylko Amphitheater: Buffalo Grove Park District

Outdoor Amphitheater Stage with Indoor Support Spaces, Outdoor Large Event Space, Rentable Shade Shelter, Festival Plaza, Performer Parking and Food truck Spaces, Open Lawn Seating, Accessible Paved Seating, Park Signage, Gateway Columns, Site Lighting, Irrigation, Rain Garden, Spray N Play Expansion, Ticket Office, Restroom Building

- Wheeling Town Center Streetscape, Town Center and Landscape: Wheeling, Illinois

Plaza and Village Green, Streetscape, Landscape Plantings and Pedestrian Circulation

- University of Illinois Urbana Champaign: Hydrosystems Laboratory Renovation, Urbana, Illinois

Entry Plaza, Wornoff Streetscape, Site Furniture and Landscape Planning

- University of St. Francis, Motherhouse Entry and Parking Lot, Joliet, Illinois

Permeable Paving Parking Lot, Limestone Entry Sign, Way Finding Signage and Landscape

- University of St. Francis, St. Clare Campus Landscape Planning, Crest Hill, Illinois

Entry Signage, Landscape and Garden Planning

- Memorial Park Renovations: Batavia Park District

Ballfields, Accessibility, Paths, Tennis Renovation with Lighting, Playground and Parking

- Green Lake Park Renovation and OSLAD: Buffalo Grove Park District

Master Plan, OSLAD Grant, Full Park Renovation: Playground, Pathways, Tennis Courts,

Basketball Court, Fitness, Shelter, Fishing Deck and Butterfly Garden

- Wolf's Crossing Community Park and OSLAD: Naperville Park District

New 33 Acre Community Park with Sport Courts, Ball Field, Native Prairie and Rain Gardens,

Soccer, Pathways, Parking, Shelters, Restroom Building, Storage Building and Splash Pad

- Health Science Center Landscape at Black Hawk College: Moline, Illinois

Entry, Bioswale and Rain Garden and Landscape Plantings

- Wynwood Park Renovation: Winfield Park District
Batting Cages, Splash Pad, Playground, Shelter Rain Garden Improvements
- Dayton Bluffs Master Plan: Ottawa, IL
Trails, Interpretive Signage, Shelter, Amphitheater, Outdoor Classroom, Play Trail
- Richland School Outdoor Classroom Master Plan: Crest Hill, IL
Outdoor Classroom, Play Area, Storage, Landscaping
- Grove Road Park Master Plan and Site Access Development: Joliet Park District
Master Plan and Phase I, Entry Drive, Parking and Restroom for new 90 Acre Park
- Thatcher Woods Master Plan and Parking Lot Renovation: Forest Preserves of Cook County
Pavilion Plaza, Rain Garden, Parking Lot
- Northern Illinois University, Outdoor Recreation Sports Complex , DeKalb, Illinois
Master Plan, 20-Acre Sports Complex, Artificial and Natural Turf Multi-Use Fields, Pavilions and Plazas
- Engstrom Park Playgrounds Master Plan and Development: Batavia Park District
Basketball Renovation, Rain Garden, Baseball Field, Shelter, Playground, Parking
- West Park Renovation: Joliet Park District
Playground, Splash Pad, Accessible Trail, Basketball, Tennis Courts, Trike Track, Disc Golf, Fitness Stations, Sled Hill
- Fairview Park Renovation: St. Charles Park District
Playground, Drinking Fountain, Seating Area
- Big Woods Park Renovation: Batavia Park District
Three phase project including Playground, Paths, Shelter, Tennis, Basketball, Parking
- Engstrom Park and Hartfield Park: Batavia Park District
Playgrounds and ADA Renovations
- Garnsey Park Renovation: Joliet Park District
Tennis, Playground, Shelter, Fitness, Pathways, Accessibility, and Parking
- Wynwood Park Renovation and OSLAD Grant: Winfield Park District
Playground, Splash Pad, Batting Cages, Shelter, Baggo, Pickleball, Basketball and Rain Garden
- Rolling Knolls Forest Preserve Phase I Development: Forest Preserves of Cook County
Disc Golf Course, Trails, Limestone Fishing Site
- Hickory Knolls Nature Center Master Plan and Visioning: St. Charles Park District
Planning for a new vision of the indoor and outdoor nature center expanding uses including outdoor nature play, nature boardwalk, community shelter, patio event space, nature museum indoor layout, fitness course, and high ropes course
- Raupp Outdoor Nature Classroom: Buffalo Grove Park District
Outdoor Nature Classroom, native planting design, site furniture, custom metal privacy screens, path improvements, and raised gardens
- Fairview Park Master Plan and Renovation: St. Charles Park District
Playground, Drinking Fountain, Seating Area
- Dellwood Park Trail Renovation and Shelter: Lockport, Illinois
Renovated existing asphalt trail system improving ADA, new site furniture, new community shelter and fitness area



SECTION THREE SUB-CONSULTANTS

Engineering Resource Associates

Providing Civil Engineering, Structural Engineering, & Environmental

Science to the team

Company Profile 20

Resumes 21

Company Experience 22

JLH Land Surveying

Providing Land Surveying to the Team

Company Profile & Experience 25



Engineering Resource Associates, Inc. (ERA) is a consulting firm providing civil engineering, structural engineering, environmental science and surveying services to clients throughout Illinois, Indiana, Wisconsin, and Colorado. Our diverse clientele includes municipalities, park districts, forest preserves, sanitary districts, county agencies, state agencies, and private development. We have more than 33 years of experience identifying and working with a wide variety of local, state and federal funding sources. Our staff of professionals includes licensed engineers, structural engineers, surveyors, environmental scientists, certified floodplain managers, and CAD/GIS specialists.

Our firm specializes in providing comprehensive services throughout the planning, design and construction phases of engineering and environmental assignments. The following is a partial listing of the primary types of projects that have successfully been completed by our firm.

Transportation

Design & Rehabilitation of Roadways, Parking Facilities, Intersections, Traffic Signals, Lighting, & Streetscape

Municipal

In-House Government Agency Assistance including Plan Review, Capital Project Management, and General Assistance, Infrastructure Planning and Design

Construction

Construction Management, Bidding Assistance, Construction Layout, Observation, IDOT Documentation and Construction Administration

Structural

Phase I & Phase II Engineering for Design & Rehabilitation of Highway Bridges, Culverts, Retaining Walls, Dams & NBIS Bridge Inspections

Surveying and Mapping

Topographic Surveys, Boundary Surveys, UAV & Drone Surveys, Construction Layout & Geographic Information Services (GIS) Services

Parks and Recreation

Riverwalks, Sports Complexes, Golf Courses, Regional Trails & Paths, Community Parks, Open Spaces, Dog Parks, & State Park Improvements

Stormwater

Hydrologic & Hydraulic Analyses, Master Plans, Watershed Studies, Ordinance & Guidance Manuals, Storm & Sanitary Modeling, Floodplain Mapping, Stream Restoration, Levee Certification, Civil/Site Plan Reviews, Permitting Assistance & CRS Services

Environmental

Wetland Mitigation & Enhancement, Stream Bank & Shoreline Stabilization, Best Management Practices (BMPs), Natural Area Restoration, NPDES Assistance & Grant Assistance

Site Development

Design and Rehabilitation of Municipal Facilities, Education, Healthcare, Commercial and Residential

OFFICE LOCATIONS

Warrenville (Corporate Office)

3s701 West Avenue, Suite 150
Warrenville, IL 60555
Phone: (630) 393-3060

Chicago

10 S. Riverside Plaza
Suite 875
Chicago, IL 60606
Phone: (312) 474-7841

Champaign

2416 Galen Drive
Champaign, IL 61821
Phone: (217) 351-6268

Milwaukee

342 N. Water Street
Suite 600
Milwaukee, WI 53202
Phone: (414) 238-9189

Denver

7535 East Hampden Avenue
Suite 400
Denver, CO 80231
Phone: (303) 790-9500

Project Experience:

Western Avenue Roadway, Infrastructure and Streetscape Enhancements, Lake Forest, IL – Project Manager for surveying, preliminary and final design, and permitting and construction administration for stormwater and water main utility improvements and streetscape improvements along a 1-mile section of the Historic Downtown Business District. Streetscape elements include brick paving on roadway and sidewalk sections, decorative lighting, tree grates, landscape islands, and outdoor furniture. The project also included the realignment of a road section under the Union Pacific viaduct, special event electrical kiosks, and two new traffic signals.



Janes Avenue TIF Streetscape Enhancements, Village of Woodridge, IL

– Served as Project Director to provide design and construction engineering services for streetscape enhancements along Janes Avenue and 83rd Street for the Village of Woodridge. ERA teamed with Gary R. Weber Associates, Inc. (GRWA), who provided the planning and landscape architectural design elements. The project plan was developed and implemented to provide safe, functional and sustainable streetscape elements that accommodate pedestrians of all ages and physical abilities. Improvements included installation of brick paver walkways, seating areas and concrete sidewalks to comply with ADA requirements; construction of concrete planter boxes; installation of two precast stone and masonry pier gateways; and retrofitting existing streetlights with LED fixtures. The project design and construction were fast-tracked to ensure TIF funds would be expended prior to the end of the Village's fiscal year.

22nd Street Roadway, Streetscape, Lighting and Beautification, Oak Brook, IL – Project Manager for Phase I, II, III engineering services for beautification and roadway improvements along 3,600 feet section of an unmarked state route. Improvements included planter areas, gateway monumentation, and decorative street lighting conforming to IDOT standards and requirements. He assisted with the award of ITEP funds, while utilizing the Federal Flexible Match Program (FFMP) for the project.

Hawthorne Corridor Improvements Project, Glen Ellyn, IL – Project Director for Phase I and Phase II design services for the complete reconstruction of a 5,500 feet section of Hawthorne Road from Ellyn Avenue to the City of Wheaton boundary. Project included improvements to water mains, sanitary sewers, and storm sewer systems. Public coordination was performed with multiple government entities and corridor stakeholders. The project was awarded APWA, Chicago Metro 2013 Project of the Year.

Waukegan Road Streetscape and Lighting, Lake Forest, IL – Project Manager for the design and phasing of the TIF funded streetscape and lighting project in the City's west-side business district along Illinois Route 43. Project included pedestrian signal modifications on a state route. Coordination and permitting with IDOT and Metra were important aspects of these improvements.

Shermer Road Pavement and Storm Water Improvements, Northbrook, IL – Project Manager worked in conjunction with the UPRR underpass at Shermer Road. He designed the drainage facilities to allow for a 50 year protection. The improvements included both storm sewer and open ditch drainage between the Union Pacific Railroad and an existing commercial roadway. Close coordination was required with the Villages of Northbrook and Glenview, IDOT, UPRR, USACE, and MWRD.

Education/Certifications:

- Bachelor of Science Civil Engineering University of Wisconsin-Milwaukee – 1986
- PE – IL – 062-047345, 1992
- PE – IN – PE10708044
- PE – WI – E27723-6, 2007
- Certified Floodplain Manager IL - 06-00257
- Kane County Qualified Review Specialist
- Remote Pilot Certificate - 4095328

Areas of Expertise:

- Lead projects with various funding sources including: ARRA, ITEP, MFT, 319(h), IGIG, SAFETEA-LU, AASHTO, CMAP, STP, CMAQ, TCM and OSLAD
- Lead Designer for recreational trails, watershed management, transportation, street lighting, downtown streetscape, stormwater and infrastructure projects
- Hydraulics and hydrology design, permitting, and modeling

Years of Experience:

- 33 years, 25 with ERA

Project Experience:

Great Western Trail West Extension Study, Sycamore Park District, IL – Project Engineer for the Great Western Trail extension, approximately 6,500 feet in length, from its current western terminus to the Old Mill Park just east of Illinois Route 23. ERA was retained to perform a study which will be used as a planning tool between the Sycamore Park District, the Forest Preserve District of DeKalb County, and the City of Sycamore. The study identified several trail alignments throughout the project area, which was refined into a final preferred trail alignment route. The study also included preparation of a preliminary construction cost opinion, preliminary design of the two proposed Kishwaukee River crossings, and identification of easements and/or right-of-ways which would need to be secured. Coordinated with IDOT District 3.

Township Road (TR) 15 over Whiskey Creek, Vermilion County Highway Department, IL - Environmental Engineer for Phase I and II engineering for the replacement of the TR 15 bridge using township bridge funds. Environmental studies included a wetland delineation and report, Environmental Survey Request (ESR), Wetland Impact Evaluation (WIE) plan, Special Waste Assessment, wetland/ riparian impacts and mitigation. The proposed bridge consisted of a singlespan Prestressed Precast Concrete (PPC) deck beam bridge with a raised roadway to meet the 1-ft clearance over the 15-yr flood elevation. Permitting included USACOE, IDNR/OWR and IDOT.

Hart Road over Flint Creek Bridge Replacement, Lake County Division of Transportation, IL – Environmental Engineer for the Phase I and II environmental engineering for the replacement of the Hart Road bridge. Phase I engineering included an Environmental Survey Request (ESR), wetland delineation and reports with proposed recommendations. Phase II engineering included sediment erosion control plan, Wetland Impact Evaluation (WIE) and mitigation for wetland impacts. The project also addressed streambank erosion and vegetation loss. The streambank stabilization was based on proposed creek relocation and species were selected based on planned hydrology.

Warrenville Road Bridge Phase I, DuPage County DOT, IL – Project Engineer for the Warrenville Road Bridge Replacement over the West Branch of the DuPage River for Phase I (preliminary design) design services. The tasks involved were FEQ analysis, HEC-RAS analysis, Environmental Survey Request (ESR), Preliminary Environmental Site Assessment (PESA), preliminary design assistance, wetland/ riparian impacts, mitigation, permitting assistance including Army Corps individual permit, 401 water quality certification, and IDNR/OWR.

Washington Street Bridge Replacement Project, Naperville, IL – Environmental Engineer for the Washington Street Bridge Replacement project. The bridge is owned by the City of Naperville. He delineated wetlands and waters of the U.S. adjacent to the bridge. The delineation will be used to acquire permits from the USACE, DuPage County and to complete the Environmental Survey Request (ESR) to IDOT.



Education/Certifications:

- Master of Science, Environmental Engineering, University of California Berkeley-2012
- Bachelor of Science Civil and Environmental Engineering University of Illinois – 2011
- PE – IL 062-067858 - 2015
- PE - CO 0056328 - 2019
- Certified Floodplain Manager US-19-11230

Areas of Expertise:

- Park Site Development
- Multi-Use Bike Trail Concept Planning and Design
- Floodplain Mgmt and Permitting
- Stormwater Mgmt and Modeling
- Low Impact Green Infrastructure
- Streambank Stabilization and Restoration
- Stormwater Ordinance Revision
- Grant Application Assistance

Professional Training:

- FHWA-NHI-NEPA- Course 2017
- FHWA-NHI-HWY Traffic Noise Course-2018
- Wetland Plant Identification Course, DuPage County Stormwater Management
- ADA PROWAG Requirements Class
- Beyond the Basics Stormwater BMP Seminar

Years of Experience:

- 10 years, 10 with ERA



Project Summary

ERA, in conjunction with Upland Design and Charles Vincent George Architects, provided Phase I, II and III civil, structural and environmental engineering services for Naperville Park District's new 33-acre park at an existing farmed site. Project elements include a parking lot, restroom facility, storage building, baseball and multipurpose fields, basketball, pickleball, and tennis courts, a playground, an exercise area, a sled hill, and several rain gardens. Project tasks included topographic survey, wetland delineation, site analysis and conceptual plan preparation, design development, final engineering design, permit applications, construction document preparation for competitive bidding, bidding assistance, and construction observation. ERA prepared documentation for and presented at a public hearing during phase I, after which public input was incorporated into the design. The phase II design included a subsequent public hearing for input on the prefinal engineering plan. Permits were received from the Illinois EPA (sanitary service, water main extension, and ILR10 permits), the City of Naperville, the Will County Health Department, IDNR, and the USACE. Construction was completed in summer 2021.

ERA Project Team

Andrew Kustusch, PE, CFM | Project Manager/Environmental Engineer
 John Mayer, PE, CFM | Principal/Project Director
 Melissa Lange, PE, SE | Structural Engineer Lead
 Chris Sedlacko, PE | Structural Design Engineer
 Marty Michalisko PE, CFM | Principal/Water Resource Engineer
 Kristina Kolodziejczyk | Design Engineer



Project Reference:

Michael Piszynski
 Naperville Park District
 320 W. Jackson Ave.
 Naperville, IL 60540
 Phone: 630-848-5012
 Email: mpiszynski@napervilleparks.org

Construction Cost:

\$11 Million

Completed:

Summer 2021



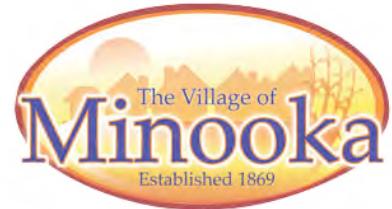
Project Summary

ERA provided conceptual planning, Phase II design engineering, and Phase III construction engineering for the new 32-acre Aux Sable Springs Park and trail system for the Village of Minooka. The new park features include two soccer fields, one lacrosse field, three baseball fields, a playground area, a stone and asphalt trail system, two new parking areas, and a canoe launch and fishing outcropping on the Aux Sable Creek. ERA designed the grading to balance earthwork within the limits of the site and designed the drainage system to minimize the amount of gray infrastructure as well as utilize native-vegetated swales. ERA also designed a native-bottom wetland detention basin.

ERA prepared the stormwater and building permit calculations and documents for the site grading, storm sewer and drainage design, and detention basin design. ERA's environmental team reviewed IDNR and USFWS requirements for the project and performed wetland delineation services for the entire project area. ERA permitted the project through the US Army Corps of Engineers for the native detention basin, the canoe launch, and the fishing outcropping. ERA assisted the Village with bidding assistance and part-time construction observation. Construction was completed in June 2021.

ERA Project Team

John Mayer, PE, CFM | Vice President/Project Manager
 Andrew Kustusch, PE, CFM | Project Engineer
 Erin Pande, PWS, CFM | Environmental Lead
 Abby Zielinski | Project Engineer
 Bradley Earnest | Wetland Specialist
 Tim Martinek, PLS | Survey Lead



Project Reference:

Daniel R. Duffy
 Village Administrator
 121 McEvilly Road
 Minooka, IL 60447

Phone: 815-467-2151

Email: dan.duffy@minooka.com

Construction Cost:

\$1.9 Million

Completion Date:

2021

Keith E. Bollinger, I.P.L.S.
JLH Land Surveying Inc

Mr. Bollinger has over thirty (30) years experience in the field of Land Surveying. His experience includes supervision of up to ten (10) survey crews and their support staff.

Mr. Bollinger utilizes his extensive experience to assist clients in planning, implementing and long-term scheduling of projects. All areas relative to survey projects are managed and supervised by Mr. Bollinger including; quality control, research, project coordination, boundary verification and supervision for office and field surveying personnel.

Illinois Department of Transportation (District 1 and 2):

Projects including but not limited to the following: Illinois Route 53 – Caton Farm Road to Theodore Street; Illinois Route 64 – Schmale Road to Illinois Route 59; interchange of Illinois Route 14 and Illinois Route 14 in Crystal Lake, Illinois; Illinois Route 75 Bridge in Rockton, Illinois; Hollywood Road bridge off of Illinois Route 20, in Freeport Illinois; Illinois Route 173 Bridge Capron, Illinois; Illinois Route 90 94, Chicago, Illinois: These projects included centerline determination, R.O.W. determination and platting, Right of Way stakings, easement work, cross sections, topography, utility locations.

Municipal Projects:

Projects including but not limited to the following: GPS Control network Village of Downers Grove, Illinois; pond and storm structure inventory, Village of Downers Grove Illinois; GPS Control Network Gurnee, Illinois; Right of Way Plat Jefferson Avenue, Naperville Illinois; Right of Way Plats Wikaduke Trail, Kendall County, Illinois.

United States Army Corps of Engineers:

Projects including but not limited to the following: Beverly Shores Revetment and Indiana Dunes National Lake shore Condition Report Surveys, LaPorte and Porter Counties, Indiana / USACE; Utility Location and Mapping, Little Calumet River, Stage VII and Stage VIII, Lake County, Indiana / USACE; Utility Location and Mapping, Little Calumet River Lake County, Indiana (East Reach and Burr Street) / USACE; Des Plaines River Tributaries, Lake and Cook County Illinois, USACE; project responsibilities included: quality control and quality assurance; survey field crew coordination; total station 3D field data collection for hydrographic cross sections,

Illinois Toll Highway Authority

Projects including but not limited to the following: Cross sections Topographic Survey, I-355, Illinois Toll Highway Authority, Lombard Illinois; I-294 TRI-STATE Plaza 35 (Cermak Rd.) Topography and Utility Location, DuPage County, Illinois, I-88 Sterling-Rock Falls Illinois, Topography and Cross Sections.

Geodetic Surveys:

Global Positioning System Projects using the Leica 500 and Leica robotic equipment for completion of all phases of a project. This work included hydrological, boundary and topographic surveying for public and private sectors.

Education

Bethany Lutheran College Mankato, Mr
Carthage College, Kenosha, Wi.

Registrations

Professional Land Surveyor, Illinois
Registration Date: 05/20/04
PLS License # 35-3592
State of Illinois
Firm # 184.007120

Specialties

Land Surveying
Surveying Law
A.L.T.A./A.C.S.M. Surveys
Boundary Surveys
Topographic Surveys
Construction Surveys
AutoCad Release 2020,
Land Development Desktop
Softdesk 8, Pacsoft

Affiliations

Illinois Professional Land Surveyor's
Association



SECTION FOUR

PROJECT & PROJECT MANAGEMENT EXPERIENCE

Project Management Approach 28

Quality Control 28

Billing Procedures 29

Software Proficiencies 30

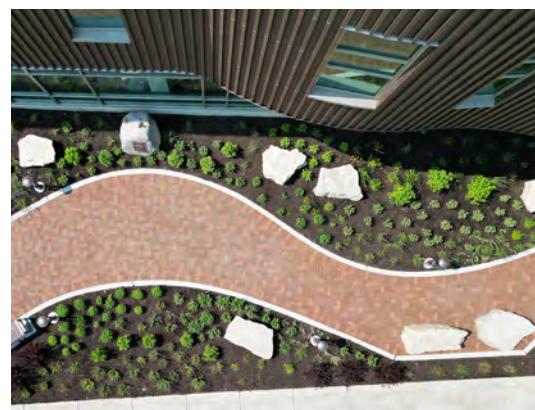
Personnel Qualifications

Project and Project Management Experience

Project Management Approach

At Upland Design Ltd, we begin with a thorough understanding of the goals and objectives. Projects are then broken into phases, allowing for flexibility and adaptability. The following embodies the core philosophy at Upland Design:

- **Collaboration:** Cross-functional teams work cohesively, leveraging their diverse expertise to drive innovation and overcome challenges. Regular communication channels are established, ensuring that stakeholders remain informed and engaged throughout the project. By nurturing a culture of open dialogue, our teams solve problems and make informed decisions.
- **Human-Centered:** We take a human-centered approach that focuses on understanding user needs and preferences to create places where people want to go outside. We work closely with municipal staff and lead public engagement that allows us to listen, define problems, and come up with great solutions. This approach allows us to create user-friendly and community-oriented spaces.
- **Continuously Improving:** Post-project analysis is as crucial. Lessons learned are documented and shared, contributing to a repository of knowledge that informs future projects.



Quality Control Procedure

- **Survey Accuracy:** JLH Land Surveying Inc. uses the latest in surveying and drafting technology to prepare precise and accurate surveys and maps that meet project goals and requirements. The staff conducts research and analysis, uses current software, and creates certifiable documents and drawings.
- **Revisions, Errors and Omissions:** At Upland Design, our teams engage in a rigorous quality control process. Quality control is performed by top level staff with 15+ years' experience at 50% & 90% construction documents.
- **Supervision of Subconsultants:** We have open communication with our team of subconsultants. Regular update meetings and review sessions are a part of every project. This approach allows us to build trust and work with the most professional teams. At the development level, our construction managers and project managers are in the field making regular visits, ensuring the vision comes to fruition.

Personnel Qualifications

Continued

Project Management Experience of Key Individuals

Please see Section Five for an in-depth look at Upland's project experience and Section Two for our key individual's experience.

Cost Control Measures

Upland Design bids out millions of dollars of public work each year. We use detailed line item bid proposals to create a library of current cost. This data allows us to be very accurate with costs. In addition, detailed cost estimates are updated at each review set from design development to 50%, 75%, and 100% construction document completion. Finally, we use alternate bid items to give flexibility to Villages with the changing bid environment.

Billing Procedures

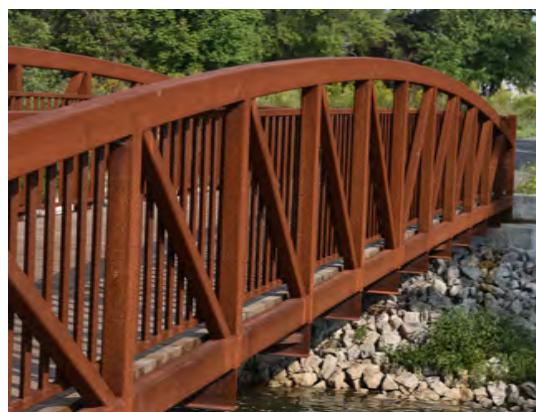
- Project fees are defined by phase in our project management and time keeping system- BQE Core.
- Staff time and expenses are entered by the project team.
- Invoices are created based on the percentage complete by phase to create accurately calculated fees.
- Project Management reviews invoices.
- Adjustments are made as necessary.
- Approved Invoices are emailed to the client project contact, and any other department as requested.

Project Tracking Process

Successful project tracking begins with a clear objective and team roles. Project managers lead the team of designers with update meetings and check ins each week. Phasing deadlines are used to track task completions and monitor time and resources. Open communication and regular evaluations are of the utmost importance to the entire team.

Experience Developing Schedules, Preparing Estimates, Bid Documents, & Budget Control Measures

Developing schedules, preparing estimates, bid documents, and budget control measures are all practices that are exercised in each construction administration project. Our four principal landscape architects each have between 15 and 30 years' experience. On top of the knowledge at the firm, we also have millions of dollars' worth of public bid work each year, allowing us access to current market costs for accurate budget estimations.



Personnel Qualifications

Continued

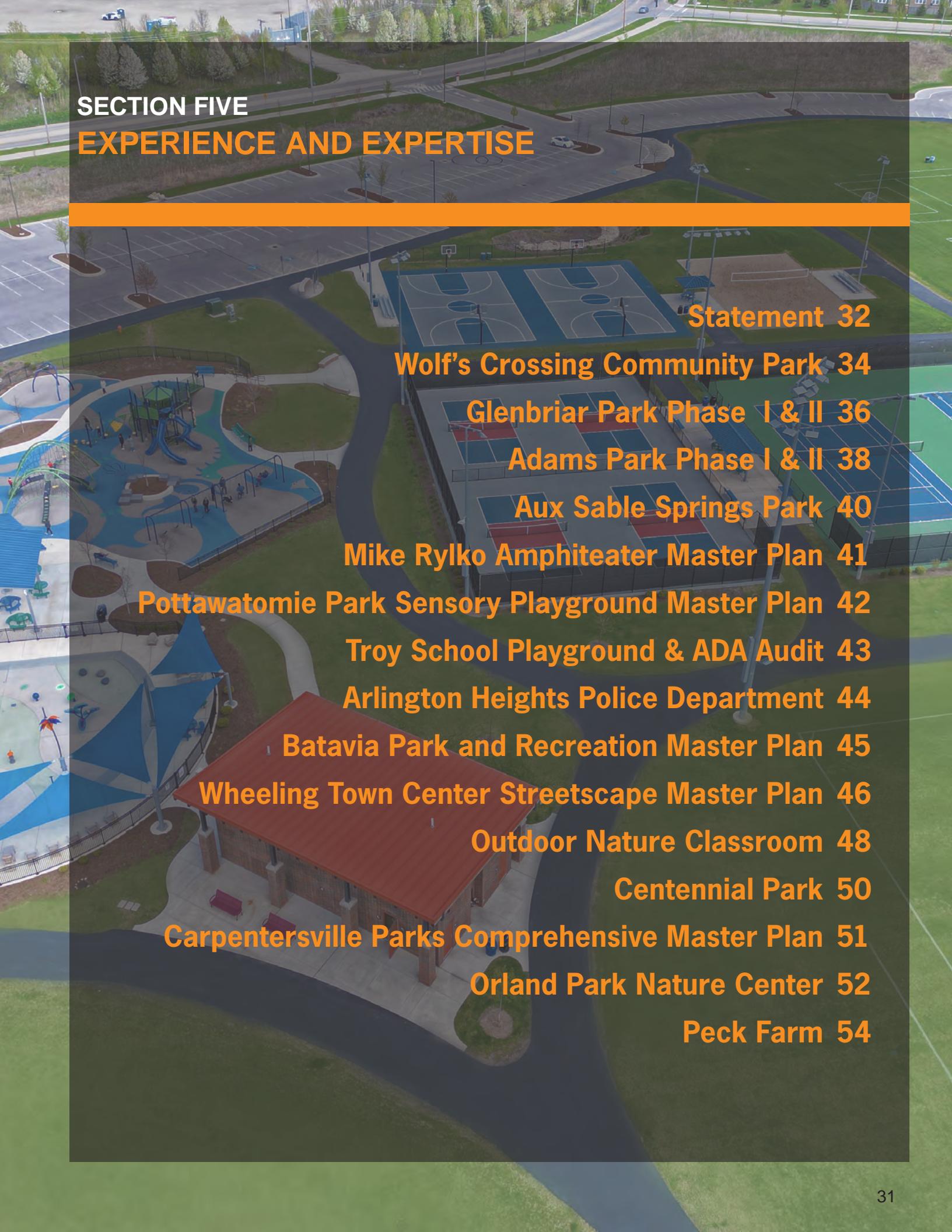
Surveying Capabilities or Data Collection Methods (manpower & equipment)

Upland Design uses technology to garner input from the community. We adapt our data collecting methods to your community preference. We are able to provide instant feedback through public meetings as well as online surveys to reach a wider audience.

CADD Capabilities & Design Software

Upland Design's team works exclusively in the most current version of AutoCAD, producing high quality CADD documents. In addition, we use SketchUp, Photoshop, and Lumeon to create 3-D images for specific projects. By embracing cutting-edge technologies, we can offer our clients a comprehensive understanding of the design intent. Upland Design's team is also skilled in Adobe InDesign, Illustrator, and Acrobat, as well as the Microsoft Suite.





SECTION FIVE EXPERIENCE AND EXPERTISE

| | |
|--|----|
| Statement 32 | |
| Wolf's Crossing Community Park | 34 |
| Glenbriar Park Phase I & II | 36 |
| Adams Park Phase I & II | 38 |
| Aux Sable Springs Park | 40 |
| Mike Rylko Amphitheater Master Plan | 41 |
| Pottawatomie Park Sensory Playground Master Plan | 42 |
| Troy School Playground & ADA Audit | 43 |
| Arlington Heights Police Department | 44 |
| Batavia Park and Recreation Master Plan | 45 |
| Wheeling Town Center Streetscape Master Plan | 46 |
| Outdoor Nature Classroom | 48 |
| Centennial Park | 50 |
| Carpentersville Parks Comprehensive Master Plan | 51 |
| Orland Park Nature Center | 52 |
| Peck Farm | 54 |

Experience Statement

The unique qualities that make Upland Design well suited to perform work for the Village of Willowbrook include:

- **Expertise and Experience:** Upland Design boasts an extensive portfolio of successfully completed projects, including park renovations, streetscapes, comprehensive plans, grant writing, landscapes, and gardens. Our team's collective experience in landscape architecture positions us as a leader in the field. We understand each village has unique challenges and opportunities, and our experience allows us to help you find the best solutions.
- **Local Knowledge:** Our firm is deeply rooted in the Chicagoland community. We have a profound understanding of the local regulations and environmental considerations which enables us to design solutions that make people want to **go outside**.
- **Innovation:** Upland Design is committed to staying at the forefront of industry trends and technologies. We continuously invest in education to ensure that we can offer innovative and sustainable solutions that align with the Village's long-term goals and vision.
- **Community Engagement:** We prioritize community engagement and stakeholder collaboration and understand the importance of projects that reflect the needs and aspirations of the community.
- **Commitment to Quality:** Our firm maintains rigorous quality control processes to guarantee the excellence of our work. We have a history of delivering projects on time and within budget while upholding the highest standards of quality.
- **Sustainability Focus:** Upland Design is dedicated to sustainable design practices. We integrate environmentally friendly solutions into our projects, helping the Village achieve its sustainability goals and reduce its carbon footprint.
- **Financial Responsibility:** We understand the importance of fiscal responsibility in municipal projects. Our team is experienced in managing budgets effectively and bring solutions to complex challenges.



Category Experience

Upland Design has 25 years' worth of experience in exterior work within the following categories: architecture, planning, construction services, and project/program management. Enclosed are projects that fulfill work in each category as outlined in the table below. As a prime consultant, we have experience working with subconsultants in civil engineering, structural engineering, environmental sciences, electrical engineering, and land surveying. We are not applying for building architecture as part of our services.

| Project Name | Landscape Architecture | Planning | Construction Services | Project/Program Management |
|---|------------------------|----------|-----------------------|----------------------------|
| Wolf's Crossing Community Park | X | X | X | X |
| Glenbriar Park | X | X | X | X |
| Adam's Park | X | X | X | X |
| Aux Sable Springs Park | X | X | X | X |
| Mike Rylko Amphitheater | X | X | | |
| Pottawatomie Park Sensory Playground | X | X | X | X |
| Troy School Playground & ADA Audit | X | X | | X |
| Arlington Heights Police Department | X | X | X | X |
| Batavia Park District Park & Recreation Master Plan | X | X | | X |
| Wheeling Town Center Streetscape | X | X | X | X |
| Outdoor Nature Classroom | X | X | X | X |
| Centennial Park | X | X | X | X |
| Carpentersville Parks Comprehensive Master Plan | X | X | | X |
| Orland Park Nature Center | X | X | X | X |
| Peck Farm | X | X | X | X |



WOLF'S CROSSING COMMUNITY PARK MASTER PLAN & OSLAD

NAPERVILLE PARK DISTRICT

| | |
|----------|---|
| LOCATION | Naperville, Illinois |
| SERVICES | Project Lead |
| BUDGET | \$10,500,000 |
| TIMELINE | Master Plan 2018 Construction 2019-2020 |
| CONTACT | Michael Piszynski mpiszynski@ napervilleparks.org 630.848.5012 |



Upland Design along with collaborated with the Naperville Park District to create a master plan for a new 33 acre community park. We led two public meetings and two focus group meetings to garner input from key stakeholders and the general public. The project included procuring and IDNR Open Space Land Acquisition and Development Grant in the amount of \$400,000. The final plan met the goals and budget and the team began construction documents including the following elements:

- Community Playground
- Community Picnic Shelter
- Recirculating Splash Pad
- Restroom Building & Storage Building
- Baseball Field
- Multi Purpose Fields
- Basketball Courts
- Pickleball Courts
- Tennis Courts
- Paved Walking Loop
- Challenge Course
- Fitness Stations
- Sled Hill
- Warming Shelter
- Rain Gardens
- Outdoor Classroom
- Parking Lots

A strong focus of the project is the use of rain gardens and native plantings creating an active park surrounding by nature. The rain gardens are a mix of native plants and stone creating infiltration areas. The project construction finished in 2020.







Upland Design Ltd.
312.350.4088
uplandDesign.com
Chicago | Plainfield

GLENBRIAR PARK PHASE I & II MASTER PLAN & OSLAD DEVELOPMENT BUTTERFIELD PARK DISTRICT

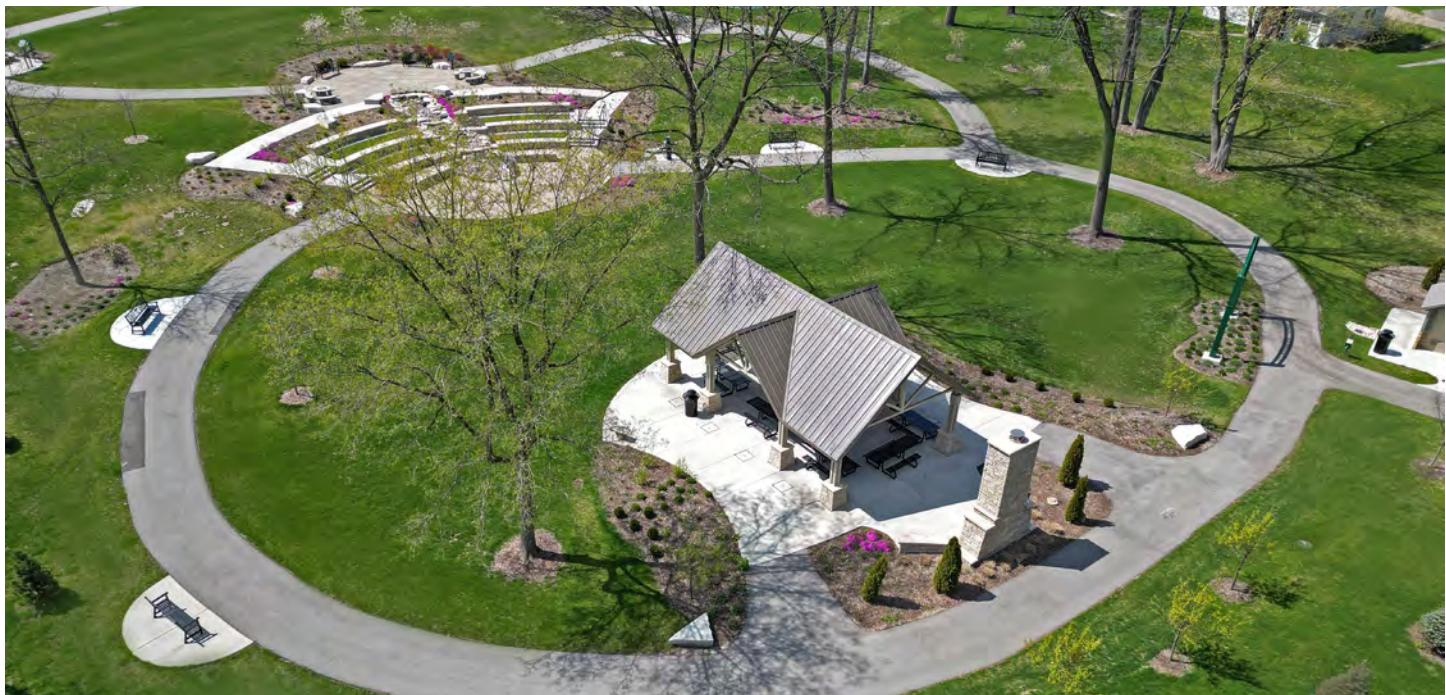
| | |
|---------------|---|
| LOCATION | Lombard, Illinois |
| SERVICES | Project Lead |
| BUDGET | \$950,000 |
| TIMELINE | 2019-2020 |
| KEY PERSONNEL | Michelle Kelly, Liz Dafoe |
| CONTACT | Michael Hixenbaugh Executive Director mhixenbaugh@butterfieldpd.com 630.858.2229 X12 |

Upland Design assisted the Butterfield Park District developing Phase I & II of the master plan for Glenbriar Park. The project included procuring and IDNR Open Space Land Acquisition and Development Grant in the amount of \$400,000 per phase. Working with the community and District staff, Upland prepared this concept incorporating community needs and included the following elements:

- Enhanced Landscaping
- Drinking Fountain with Dog Bowl
- Pollinator
- Soft Surface at Challenge Course
- Fountain & Landscape Plantings
- Accessible Restroom
- Outdoor Amphitheater Seating
- Corner Signage
- Main Shelter & Performance Area
- Trail Connection
- Pickleball & Tennis Courts
- Playground

Upland prepared construction documents, permitted, bid and undertook construction admin for the wonderful new park.







Upland Design Ltd.
312.350.4088
uplandDesign.com
Chicago | Plainfield

ADAMS PARK PHASE I & II

VILLAGE OF WHEATON

| | |
|---------------|--|
| LOCATION | Wheaton, Illinois |
| SERVICES | Project Lead |
| BUDGET | \$364,484 |
| TIMELINE | 2019-2020 |
| KEY PERSONNEL | Michelle Kelly Liz Dafoe Susan Wallace Public Works Admin Superintendent 630.260.2115 |
| CONTACT | |

Historic, lush, and revitalized- Adams Park is a community wide destination in downtown Wheaton, Illinois. The park was willed to the City by Katherine Adams Wells in 1943 and originally designed and constructed by landscape architect Annette Hoyt Flanders. Upland Design assisted the City to engage the community with gathering ideas to improve the historic park for accessibility, drainage and landscape improvements. In 2019 and 2020, construction took place with all new accessible stamped concrete walks, site furniture, a rain garden with native plants, new perennials, and stairs. This project has brought new life to the park and its central fountain feature. The project went through IHPA review and approval as a historic park site.







AUX SABLE SPRINGS PARK MASTER PLAN & OSLAD GRANT

VILLAGE OF MINOOKA WITH KENDALL CO FOREST PRESERVE

| | |
|---------------|---|
| LOCATION | Minooka, Illinois |
| SERVICES | Project Lead |
| BUDGET | \$2,100,000 |
| TIMELINE | 2020 |
| KEY PERSONNEL | Liz Dafoe, Tom Dvorak Michelle Kelly, Heath Wright |
| CONTACT | Dan Duffy Village Manager dan.duffy@minooka.com 815-467-2151 |

In 2018, Upland Design, Engineering Resources Associates began a master planning process for an open space site along the Aux Sable Creek. The Village of Minooka and Kendall County Forest Preserve had jointly purchased the natural areas along the creek and woodlands while the Village solely owned the farm land.

The team implemented a public input process to garner feedback on project amenities and enhancements inviting the public to public open house meetings with written surveys.

The plan was developed with the Village Park Committee weighing in at various stages until the final plan was adopted. Upland then wrote an OSLAD grant which was awarded. Phase I is currently under construction. An IDNR Recreational Trail Program grant was applied for in 2019 to assist with Phase II trails and was also awarded. This phase included a canoe launch, two parking lots, asphalt and crushed stone trails, a council ring, playground, savannah and wetland enhancements, three ball fields, a soccer field and a lacrosse field.



MIKE RYJKO AMPHITHEATER MASTER PLAN

BUFFALO GROVE PARK DISTRICT

LOCATION
SERVICES
BUDGET
TIMELINE
CONTACT

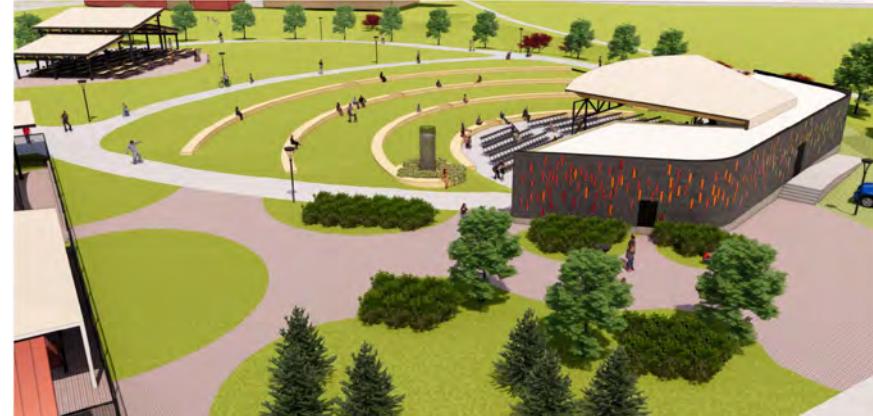
Buffalo Grove, Illinois
Landscape Architecture
\$3,300,000
2022-2024
Ryan Risinger
Executive Director
847.850.2122

The Buffalo Grove Park District has determined that the addition of an amphitheater at Mike Rylko Park will greatly benefit the community. It would receive nearly immediate use at the annually occurring Buffalo Grove Days. The area will have seating, covered shelter spaces and other amenities. The District is also seeking a PARC grant to assist in the construction of the amphitheater and additional improvements.

Upland Design lead a planning process to develop a schematic plan, building a three dimensional model and cost estimate for the Rylko Park Amphitheater and surrounding development for the amphitheater.

Mackie Consultants, civil engineers, and Legat Architects support the design team with knowledge in stormwater management, permitting and will also review the Park District's existing comprehensive plan and recommend updates for the Plan based on approved schematic plan amenities.

The preliminary budget is at total of \$3.3 million. As the project moves through planning, the budget will be reviewed and updated per Park District direction.



POTTAWATOMIE PARK SENSORY PLAYGROUND MASTER PLAN & OSLAD GRANT ST. CHARLES PARK DISTRICT

| | |
|---------------|---|
| LOCATION | St. Charles, Illinois |
| SERVICES | Project Lead |
| BUDGET | \$497,200 |
| TIMELINE | 2020 |
| KEY PERSONNEL | Michelle Kelly |
| CONTACT | Laura Rudow lrudow@stcparks.org Ph: 630.513.4344 |

Pottawatomie is a large community park in the St. Charles Park District system where both a pool and recreation center. It also has direct access to the Fox River and many Park programs take place at this site. With an OSLAD grant in hand, the Park District asked Upland to help create a new playground with an emphasis on therapeutic and sensory play and a strong focus on universal design. The structure includes a ramped entry with rubber surface as well as areas with engineered wood fiber. A musical plaza was created at the edge of the playground along with a large community shelter for shade and seating. A sensory garden area is entwined in the playground design with both at grade and raised beds so all kids can touch and smell the plantings. Ground level play with a play house and swings are important imaginary pieces to round out the expansive new play area.





Upland Design Ltd.
312.350.4088
uplandDesign.com
Chicago | Plainfield

TROY SCHOOL PLAYGROUND & ADA AUDIT

TROY COMMUNITY CONSOLIDATED SCHOOL DISTRICT

LOCATION
SERVICES
TIMELINE
KEY PERSONNEL
CONTACT

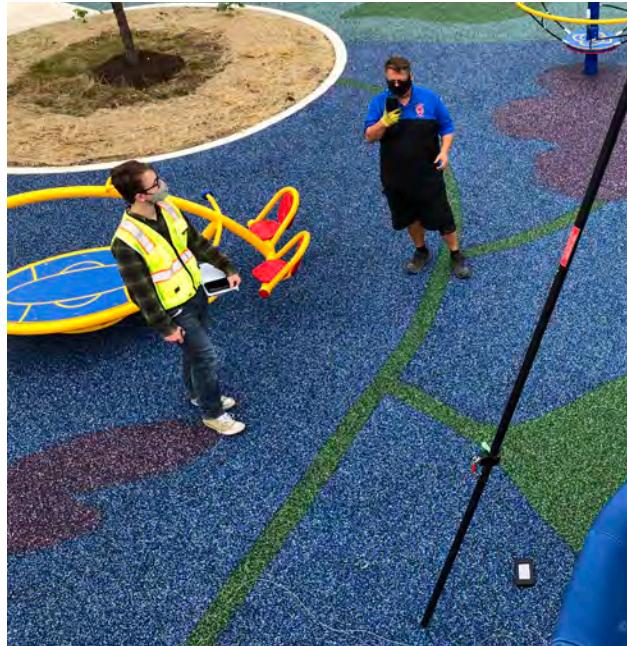
Joliet & Shorewood, Illinois
Project Lead
2020
Heath Wright & Maria Blood
Ben Hettel
bhettel@troy30c.org
Ph: 815.577.6759

Upland Design completed five school site playground safety audits for the Troy Consolidated School District 30-C, using staff with the National Recreation and Park Association Certified Playground Safety Inspectors (CPSI) certification. Audit goals included:

- Identifying playground safety concerns which are non-compliant with ASTM and CPSC.
- Rank these non-compliant concerns as to their likelihood of causing a playground accident on a 1-5 scale, with 1 being immediate remedy needed.
- Prioritize the concerns found within the playground environment to help create an action plan for the elimination of these non-compliant concerns.
- Identify accessibility issues that are non-compliant with current ADA law and make recommendations for bringing the site and play equipment into compliance.
- Whenever possible, identify the manufacturer and local representative contact information for the play equipment.

The safety audits were performed on site at a time when children were not present. The audits covered public playground safety with a focus on the most recent safety concerns using the following standards and guidelines:

- **ASTM F1487:** Standard Consumer Safety Performance Specification for Playground Equipment for public Use
- **ASTM F 1951:** Spec. for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
- **ASTM 1292:** Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment
- **CPSC:** Public Playground Safety Handbook –creating a safer playground environment for all children and contribute to the reduction of playground related deaths and injuries.
- **Federal Register- Part IV:** Architectural and Transportation Barriers Compliance
- **American with Disabilities Act (ADA):** Accessibility Guidelines for Buildings and Facilities: Play Areas: Final Rule
- State of Illinois Accessibility Code



LOCATION
SERVICES
TIMELINE
KEY PERSONNEL
CONTACT

Arlington Heights, Illinois
Landscape Architect
2019
Michelle Kelly
Marc Rohde, AIA
Project Manager
Legat Architects, Prime
630.645.1926



Upland Design worked with Legat Architects and the Village of Arlington Heights to create a Landscape Plan for the new Police Station. This 70,000-square-foot station was completed under budget. The work provided by Upland Design includes:

- Tree Preservation Plan
- Landscape Plan
- Site Amenities Plan
- Irrigation Plan
- Construction Documents
- Permitting
- Bidding
- Construction Administration

LOCATION Batavia, Illinois
SERVICES Project Lead
CONTACT Jim Eby
 Superintendent of Planning
 jime@bataviaparks.org
 630-389-2011
 and
 Barabra Heller
 Heller and Heller
 224-456-6934

Upland Design Ltd. worked closely with needs assessment planners hired by the park district to create a new master park and recreation plan. Upland Design visited 33 parks across the district and prepared park and amenities inventory and assessment. This includes review of all existing park sites, aesthetics, use, existing and future needs and recommending updates and improvements to each park site. Detailed capital development list along with cost estimates were prepared to assist with recommendations.



Community Park

Size
13.00 Acres

PIN / Tax Number(s)
 12-15-354-018
 12-22-102-004
 12-22-102-005
 12-22-102-006
 12-22-102-007
 12-22-102-008
 12-22-102-009
 12-22-102-010

Facility Amenities
 2 Baseball Diamond
 1 Softball Field
 1 Playground: 2-5 and 5-12
 2 Restrooms (Portable)
 1 Shelter
 1 Soccer Field
 2 Tennis Courts
 119 Parking Spaces: Off-Street

Memorial Park

601 Illinois Avenue Batavia, Illinois

Overview: Memorial Park is surrounded by residential properties and provides off-street parking suitable for the amenities provided.

Recommendations: Construction of Phase II renovation will start in 2012 and will make progress to the master plan completed in 2011, including accessible access to the player and spectator seating areas. There is a good balance of passive and active recreation for all age groups, however the high usability of the site justifies the need for permanent restroom facilities rather than the portable restrooms provided.

Design and Usability of the Park

N/A NO NEEDS YES
IMPROVEMENT

Access, Linkages and Information

| | | | | |
|---|-------------------------------------|---|---|-------------------------------------|
| Pedestrians can easily walk to and through the area | <input type="checkbox"/> | 1 | 2 | <input checked="" type="checkbox"/> |
| Accessible pathways are interconnected between each major amenity within the park | <input type="checkbox"/> | 1 | 2 | <input checked="" type="checkbox"/> |
| Pathways / sidewalks connect to adjacent properties | <input type="checkbox"/> | 1 | 2 | <input checked="" type="checkbox"/> |
| Access to a local / regional bike trail is present | <input checked="" type="checkbox"/> | 1 | 2 | <input type="checkbox"/> |
| Bike parking is available | <input type="checkbox"/> | 1 | 2 | <input checked="" type="checkbox"/> |
| Parking is adequate for park amenities | <input type="checkbox"/> | 1 | 2 | <input checked="" type="checkbox"/> |
| There is signage, maps, and wayfinding information | <input type="checkbox"/> | 1 | 2 | <input checked="" type="checkbox"/> |

Comfort and Image

| | | | | |
|--|-------------------------------------|---|---|-------------------------------------|
| The scale of park is comfortable for pedestrians | <input type="checkbox"/> | 1 | 2 | <input checked="" type="checkbox"/> |
| Both passive and active recreational opportunities are offered | <input type="checkbox"/> | 1 | 2 | <input checked="" type="checkbox"/> |
| There is separation between passive and active areas | <input type="checkbox"/> | 1 | 2 | <input checked="" type="checkbox"/> |
| The following amenities are present and maintained | | | | |
| Ornamental Landscape | <input type="checkbox"/> | 1 | 2 | <input checked="" type="checkbox"/> |
| Turf / Open Space | <input type="checkbox"/> | 1 | 2 | <input checked="" type="checkbox"/> |
| Natural Areas | <input checked="" type="checkbox"/> | 1 | 2 | <input type="checkbox"/> |

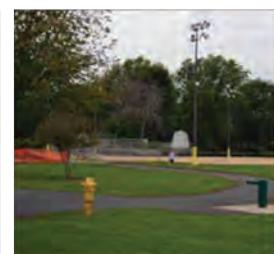
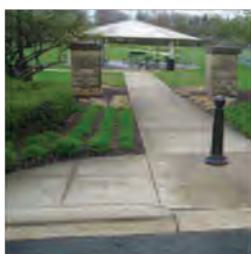
Sociability

| | | | | |
|---|--------------------------|---|---|-------------------------------------|
| There is a variety of amenities for all age groups | <input type="checkbox"/> | 1 | 2 | <input checked="" type="checkbox"/> |
| There are places for groups to gather with seating and shade | <input type="checkbox"/> | 1 | 2 | <input checked="" type="checkbox"/> |
| The park offers programmed spaces as well as flexible open space for drop-in recreational experiences | <input type="checkbox"/> | 1 | 2 | <input checked="" type="checkbox"/> |

Uses and Activities

| | | | | |
|---|--------------------------|---|---|-------------------------------------|
| Amenities provided adequately represent the park size and classification (mini, neighborhood, or community) | <input type="checkbox"/> | 1 | 2 | <input checked="" type="checkbox"/> |
| Total 44 / 45 = 98% | | | | |

Rating: 0-25% Poor; 26-50% Average; 51-75% Good; 76-100% Excellent



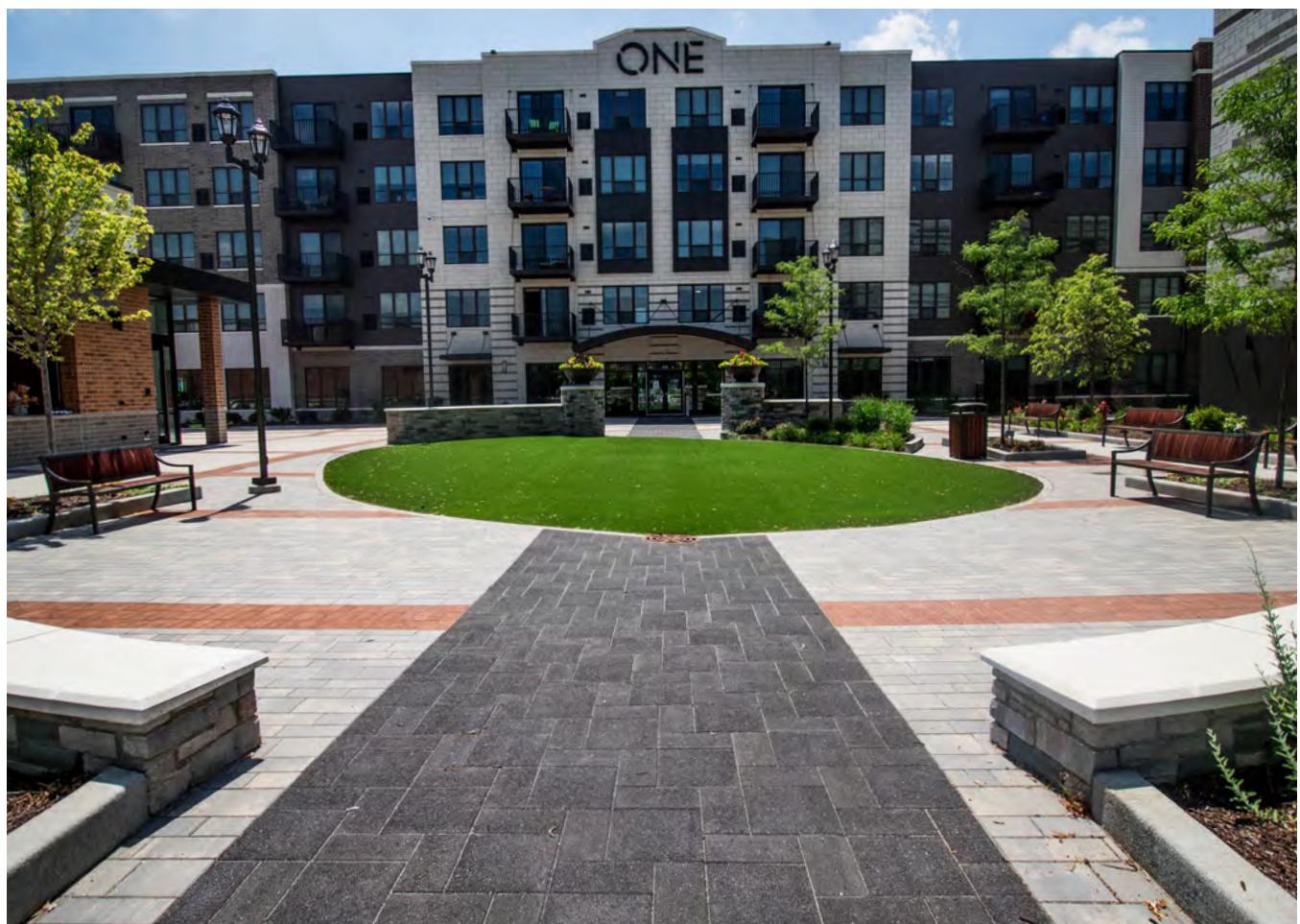
WHEELING TOWN CENTER STREETSCAPE MASTER PLAN

LYNMARK GROUP

| | |
|----------|---|
| LOCATION | Wheeling, Illinois |
| SERVICES | Landscape Architecture |
| BUDGET | \$2,000,000 |
| TIMELINE | March 2014 - 2019 |
| CONTACT | Brad Friedman BFriedman@ WTCdevelopment.com 847.943.0704 |

As the lead landscape architect, Upland Design has assisted the design team to create plans and presentations for this new multi-use town center development and streetscape in the core of the municipal district. Located on the south side of West Dundee Road, it now serves as a new town center for Wheeling with a Village Green, pedestrian spaces, parking areas, and access to nearby parks and rail station. Design elements include site and streetscape planning for commercial, restaurants, and residential spaces. A key element of the plan is the Village Green created to serve as a meeting space. Amenities include landscape plantings, a stage area, large fountain, site furniture, lighting, street trees, and paving. In addition to the public spaces, Upland Design created recreation spaces for the new multi-story residential building. Amenities include an outdoor pool, fireplace, plaza seating, shade structures, bocce ball, a mini-golf green, and meeting areas. The project opened in June of 2019.







Upland Design Ltd.
312.350.4088
uplandDesign.com
Chicago | Plainfield

2022 IPRA Outstanding Park Award OUTDOOR NATURE CLASSROOM MASTER PLAN & OSLAD GRANT BUFFALO GROVE PARK DISTRICT

LOCATION
SERVICES
BUDGET
TIMELINE
KEY PERSONNEL
CONTACT

Buffalo Grove, Illinois
Project Lead
\$255,600
2020 - 2021
Maria Blood
Ryan Risinger
Executive Director
847.850.2122

Upland Design assisted the Buffalo Grove Park District with an Illinois Department of Natural Resources Public Museum Capital grant that was awarded for the development of the Educational Gardens at the Nature Classroom at Raupp Museum. The Phase I project focuses on the Native Garden and Accessible Home Garden areas. Amenities listed in the grant include:

- Native Garden
- Accessible Home Garden
- Play Mounds and Logs
- Asphalt and Concrete Paving
- Accessible Pour-in-Place Surface
- Planters
- Perimeter Demonstration Wall

The project has been hugely successful with park visitors as well as programs run by the museum. It won a 2022 IPRA outstanding Park Award.







Upland Design Ltd.
312.350.4088
uplandDesign.com
Chicago | Plainfield

2022 IPRA Outstanding Park & Facility Award

CENTENNIAL PARK

ELMHURST PARK DISTRICT

| | |
|---------------|---|
| LOCATION | Elmhurst, Illinois |
| SERVICES | Project Lead |
| BUDGET | \$900,000 |
| TIMELINE | 2018-2022 |
| KEY PERSONNEL | Michelle Kelly Elizabeth Dafoe, Tom Dvorak (civil under separate contract) Angela M. Ferrentino, CPRP Director of Facilities Elmhurst Park District aferrentino@epd.org 630.993.8900 |
| CONTACT | |



Upland Design collaborated with the Elmhurst Park District to create a master plan for a new community park. We led two public meetings and two focus group meetings to garner input from key stakeholders and the general public. The final plan met the goals and budget. The Upland team prepared construction documents with the following elements:

- Community Playground
- Community Picnic Shelter with Green Roof
- Recirculating Splash Pad
- Fitness Stations
- Game Tables

Once permitting and bidding were completed, we guided the project through construction administration. The finished project is a community gathering space with activities and amenities for park visitors of all ages. The shelter was completed with a green, living-roof.

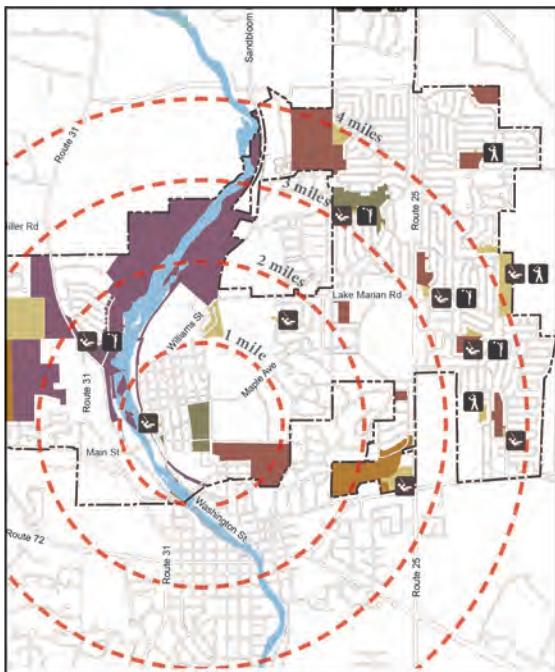


CARPENTERSVILLE PARKS COMPREHENSIVE MASTER PLAN

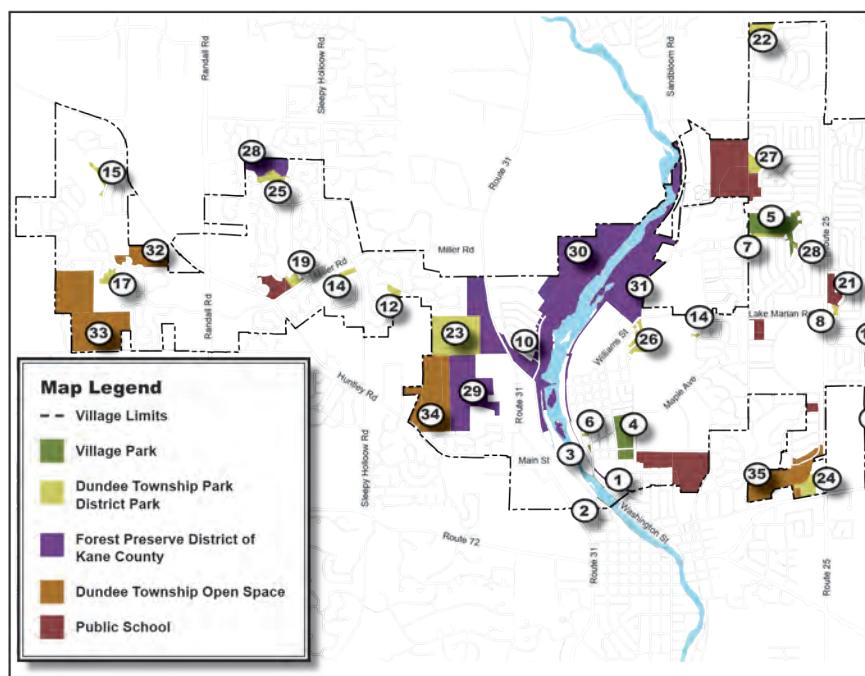
VILLAGE OF CARPENTERSVILLE

LOCATION
SERVICES
CONTACT

Carpentersville, Illinois
Project Lead
Bob Cole
Director of Public Works
b.cole@il.carpentersville.il.us
224.293.1600



Located along the Fox River, the Village of Carpentersville requested Upland Design complete a park inventory and comprehensive master plan for the parks they own and manage. Upland Design reviewed all the sites and led several discussion groups with community members, Park Board and Village staff to discuss goals, needs, budget as well as challenges facing the Community. Existing site facility conditions were analyzed and locations were compared by proximity to similar amenities nearby. The proximity maps like the one above, assisted the Village in receiving grant money for improvements. These maps were part of a complete document that includes site profiles, level of service, facility needs analysis, potential funding and grant sources for improvements.





Upland Design Ltd.
312.350.4088
uplandDesign.com
Chicago | Plainfield

ORLAND PARK NATURE CENTER

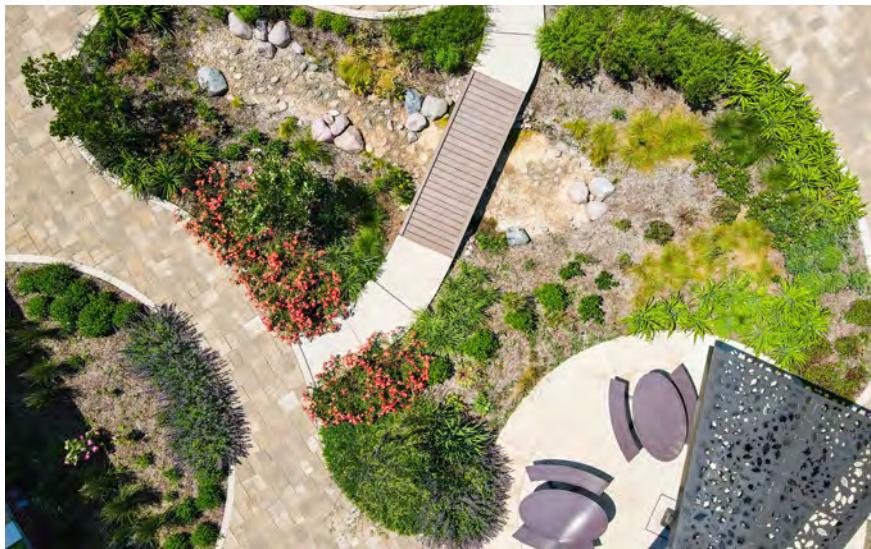
VILLAGE OF ORLAND PARK

| | |
|---------------|--|
| LOCATION | Orland Park, Illinois |
| SERVICES | Project Lead |
| BUDGET | \$1,208,000 |
| TIMELINE | 2019-2020 |
| KEY PERSONNEL | Michelle Kelly, Liz Dafoe Heath Wright Sean Marquez smarquez@orlandpark.org 708.403.6171 |
| CONTACT | |

The Village of Orland Park and the local non-profit, Open Lands of Orland Park, partnered to develop a 3-acre site facing onto a large wetland area that will serve the community as a central nature education center. Upland Design with engineers at ERA, held numerous focus group meetings with Open Lands and then developed design plans and construction documents for the project. The project construction completed at the close of 2019 and opened in 2020.

Key features include a large permeable paver plaza with hill side amphitheater seating set among prairie plants. A permeable paver parking lot along with rain gardens highlight green construction techniques. Multiple areas for viewing neighboring wetlands and open space are incorporated with a high point overlook that includes periscopes and seating. Outdoor shade structures create multiple classroom settings along with a bird viewing shelter with protective panels to hide the human visitors from the birds. Signage is included with a kiosk as well as interpretive signs with themed sculptural elements.







Upland Design Ltd.
312.350.4088
uplandDesign.com
Chicago | Plainfield

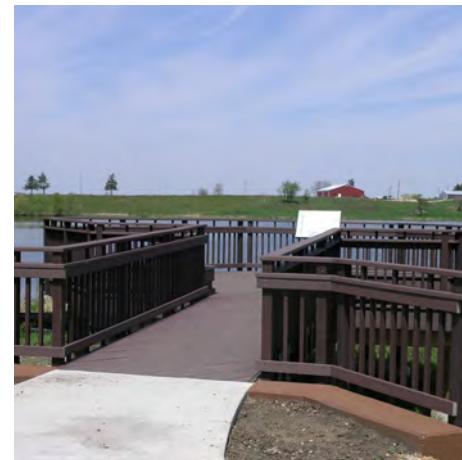
PECK FARM MASTER PLAN & OSLAD GRANT

GENEVA PARK DISTRICT

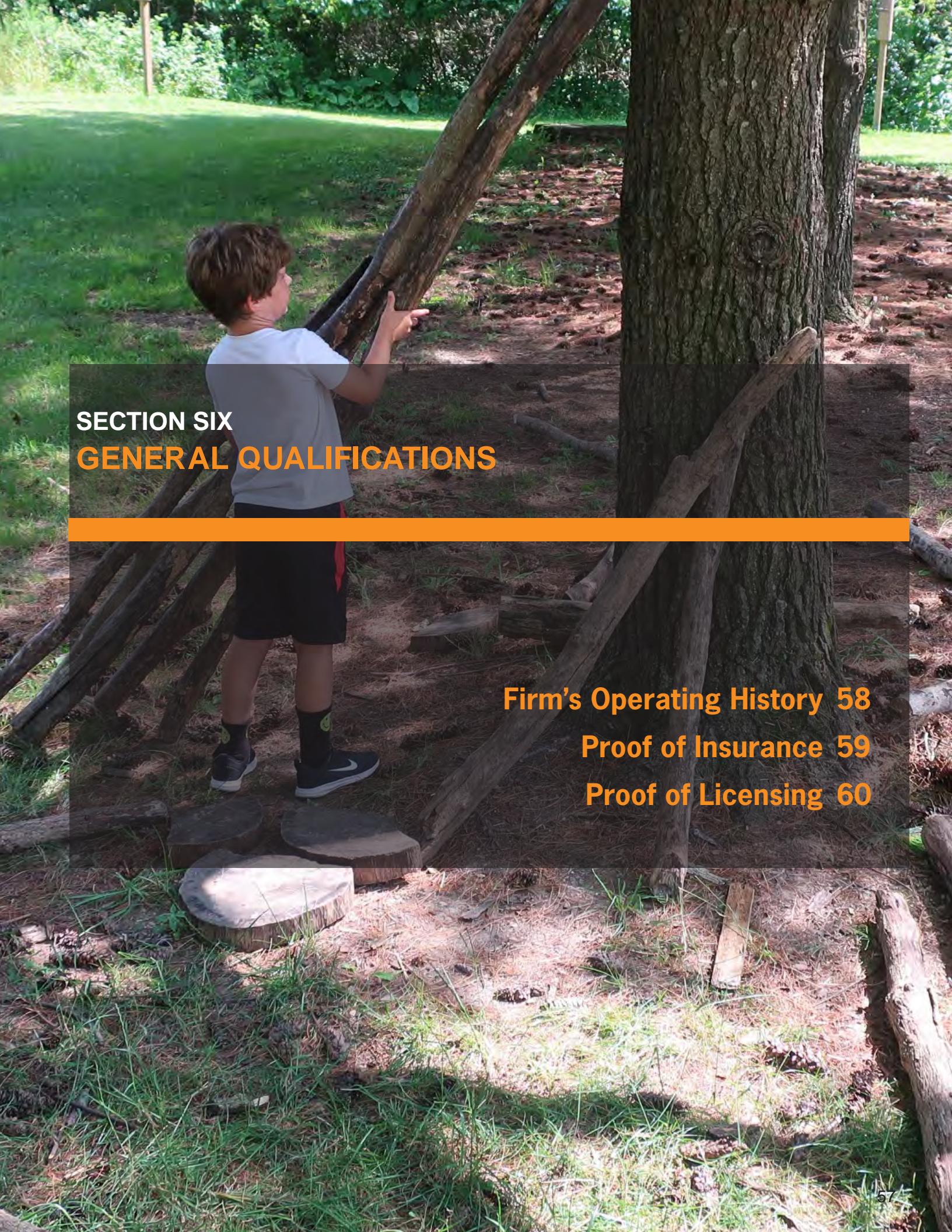
| | |
|---------------|--|
| LOCATION | Geneva, Illinois |
| SERVICES | Project Lead |
| BUDGET | over \$ 1 million |
| TIMELINE | 2009-2020 |
| KEY PERSONNEL | Michelle Kelly, Maria Blood, Tom Dvorak, Heath Wright, Nichole Vickers, CPRP, Executive Director, nvickers@genevaparks.com, 630-232-4542 |
| CONTACT | |

Peck Farm has become a community treasure with its historic farmstead, native prairie and wetlands. Over a eleven-year span, Upland Design has assisted with site improvements including public engagement, planning, bidding and construction observation. Projects include the following:

- Restoration of historic limestone walls from a former corn crib and protection of the hillside.
- An outdoor theater, a fire pit and a meeting space. The theater design is structured with limestone seat walls that face a reestablished prairie. Permeable concrete pavers were used to clean and cool rain water before it enters the prairie.
- Playground with rubber hill slides and climbers, net climbers, musical instruments and shade.
- Development of North Peck with an IDNR OSLAD grant including shelter, solstice sculpture, pond viewing deck, interpretive signs, trails, benches, drainage and a life size sundial.
- Wetland overlook deck and classroom.





A young boy with short brown hair, wearing a white t-shirt and black shorts, is climbing a large, leaning tree trunk. He is using his hands and feet to grip the bark and branches. The tree is in a park-like setting with green grass and other trees in the background. The boy is positioned on the left side of the frame, facing away from the camera towards the tree.

SECTION SIX **GENERAL QUALIFICATIONS**

Firm's Operating History 58

Proof of Insurance 59

Proof of Licensing 60



General Qualifications

Firm Operating History

UPLAND DESIGN LTD

Upland Design Ltd was established 25 years ago with a focus on creating great spaces for communities to **go outside**. Our work includes park development and renovation, large scale planning, playgrounds, plazas, campus spaces, pedestrian spaces, streetscapes, and natural areas along with connections to indoor spaces. With each project, we focus on how the end user will experience the places we design.

Our team of landscape architects begins each project with an in-depth site analysis. We look at each aspect of a site to give a broad understanding of best uses and potential costs. We listen to community stakeholders and clients to understand challenges and opportunities. Then, using creativity and practicality, we bring lasting solutions to each project through thoughtful, innovative design. Upland Design brings that impact on every project, creating outdoor spaces where people want to play, learn, and work.

Through continual communication with clients, we ensure that goals and budgets are closely tracked and lasting solutions are detailed in each design element. Whether we are working on a pocket park or a multi-million dollar community park, Upland Design understands the path to creating great community spaces.

The Upland Design team is made up of twenty professionals with flexible work environments across our offices in Chicago and Plainfield.

UPLAND DESIGN LTD.

Park Planning and Landscape Architecture
312.350.4088 and 815.254.0091
uplandDesign.com

CHICAGO

1229 N. North Branch St.
Suite 220A
Chicago, IL 60642

SERVICES

Park and Playground Design to Development
Sports Field and Sport Court Design
Master Planning
State Grant Writing & Implementation
Accessibility Improvements
Pedestrian, Bicycle, and Multi-use Trail Design
Permeable Paving - Parking & Pedestrian Use
Streetscape Design
Signage & Wayfinding Placemaking Design
Site Planning & Circulation
Landscape Design
Amphitheaters and Festival Spaces
Bio-Swales and Rain Gardens
Native Landscape Design

QUALIFICATIONS & CERTIFICATIONS

Registered Landscape Architects:
Illinois, Iowa, Indiana, Michigan and Texas
ISA Certified Arborists
NRPA Certified Playground Safety Inspectors
LEED AP Staff
Certified in Landscape Architecture with Illinois
Department of Transportation
WBE Certified

PLAINFIELD

24042 Lockport Street
Suite 200
Plainfield, IL 60544



General Qualifications

Proof of Insurance and Licensing

Client#: 852903

UPLANDES

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/03/2023

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

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

| | | |
|--|--|---|
| PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200 | | CONTACT NAME: Laurie Cloninger PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: AEcertificates@usi.com |
| INSURED Upland Design, Ltd. 24042 W Lockport St Ste 200 Plainfield, IL 60544 | | INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd. 11000 INSURER B: Nutmeg Insurance Company 39608 INSURER C: Travelers Casualty & Surety Co. of Amer 31194 INSURER D: Hartford Accident and Indemnity Co 22357 INSURER E: INSURER F: |

| COVERAGES | | CERTIFICATE NUMBER: | | REVISION NUMBER: | | | | |
|---|---|---------------------|----------|------------------|------------------------------------|------------------------------------|---|--|
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | | |
| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) 06/01/2023 | POLICY EXP (MM/DD/YYYY) 06/01/2024 | LIMITS | |
| A | COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | 83SBANX7798 | | | EACH OCCURRENCE \$1,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | | | | DAMAGE TO RENTED PREMISES (ea occurrence) \$1,000,000 | |
| D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 83UECZH3952 | | | COMBINED SINGLE LIMIT (ea accident) \$1,000,000 | |
| | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | | | | | | | |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | 83SBANX7798 | | | EACH OCCURRENCE \$2,000,000 | |
| | AGGREGATE \$2,000,000 | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N N / A | | 83WEGAX7H8G | | | X PER STATUTE \$ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 | |
| | DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability is written on a 'claims made' policy form. | | | | | | | |
| THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY. | | | | | | | | |

| | | | |
|---------------------|--|--|--|
| CERTIFICATE HOLDER | | CANCELLATION | |
| Upland Design, Ltd. | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | |
| | | AUTHORIZED REPRESENTATIVE  | |

© 1988-2015 ACORD CORPORATION. All rights reserved.

General Qualifications

Proof of Insurance and Licensing



go outside



Chicago 312.350.4088

Upland Design Ltd
uplandDesign.com 815.254.0091 Plainfield

Cost Proposal

Hourly Rates

UPLAND DESIGN LTD

| | |
|-------------------------------|----------|
| Principal Landscape Architect | \$224.00 |
| Project Manager/Sr. LA | \$172.00 |
| Landscape Architect | \$148.00 |
| Landscape Designer II | \$138.00 |
| Landscape Designer | \$132.00 |
| Construction Administrator | \$132.00 |
| Office Administrator | \$ 88.00 |
| Intern | \$ 70.00 |



WATER FEATURE AT GLENBRIAR AMPHITHEATER

ENGINEERING RESOURCE ASSOCIATES

| | |
|------------------------------|----------|
| Professional Engineer VI | \$234.00 |
| Professional Engineer V | \$206.00 |
| Professional Engineer IV | \$187.00 |
| Professional Engineer III | \$165.00 |
| Professional Engineer II | \$144.00 |
| Professional Engineer I | \$125.00 |
| Structural Engineer IV | \$207.00 |
| Structural Engineer III | \$250.00 |
| Staff Engineer III | \$134.00 |
| Staff Engineer II | \$110.00 |
| Staff Engineer I | \$103.00 |
| Engineering Technician VI | \$150.00 |
| Engineering Technician V | \$134.00 |
| Engineering Technician IV | \$111.00 |
| Engineering Technician III | \$103.00 |
| Engineering Technician II | \$79.00 |
| Engineering Technician I | \$59.00 |
| Engineering Intern III | \$80.00 |
| Engineering Intern II | \$60.00 |
| Engineering Intern I | \$51.00 |
| Ecological Services Director | \$169.00 |
| Environmental Specialist IV | \$172.00 |
| Environmental Specialist II | \$114.00 |
| Environmental Specialist I | \$91.00 |
| Professional Surveyor II | \$177.00 |
| Professional Surveyor I | \$155.00 |
| Surveyor IV | \$135.00 |
| Surveyor III | \$114.00 |
| Surveyor II | \$91.00 |
| Administrative Director | \$163.00 |
| Administrative Staff IV | \$123.00 |
| Administrative Staff III | \$91.00 |
| Administrative Staff II | \$71.00 |
| Administrative Staff I | \$66.00 |



OUTCROPPING AT SETTLER'S PARK IN PLAINFIELD



NORTHERN ILLINOIS UNIVERSITY SPORTS COMPLEX

JLH LAND SURVEYING INC.

Price based on job size

EXHIBIT B
SAMPLE CERTIFICATE OF LIABILITY INSURANCE

Letter of Transmittal/ General Information Certificate of Insurance

Client#: 852903

UPLANDES

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/03/2023

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

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

| | | | | |
|---|--|------------------------|----------------|--------------|
| PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200 | CONTACT NAME: | Laurie Cloninger | | |
| | PHONE (A/C, No, Ext): | 630 625-5219 | FAX (A/C, No): | 610 537-4939 |
| | E-MAIL ADDRESS: | AEcertificates@usi.com | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| | INSURER A: Sentinel Insurance Company Ltd. | | 11000 | |
| | INSURER B: Nutmeg Insurance Company | | 39608 | |
| INSURED Upland Design, Ltd. 24042 W Lockport St Ste 200 Plainfield, IL 60544 | INSURER C: Travelers Casualty & Surety Co. of Amer | | 31194 | |
| | INSURER D: Hartford Accident and Indemnity Co | | 22357 | |
| | INSURER E: | | | |
| | INSURER F: | | | |
| | | | | |
| | | | | |

| COVERAGES | | CERTIFICATE NUMBER: | | REVISION NUMBER: | | | | |
|---|---|---------------------|-----|------------------|------------------------------------|------------------------------------|--|-------------|
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | | |
| INSR LTR | TYPE OF INSURANCE | ADD'L SUBR INSR | WWD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) 06/01/2023 | POLICY EXP (MM/DD/YYYY) 06/01/2024 | LIMITS | |
| A | COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | 83SBANX7798 | | | EACH OCCURRENCE | \$1,000,000 |
| | GENL AGGREGATE LIMIT APPLIES PER: | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | MED EXP (Any one person) | \$10,000 |
| | OTHER: | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 83UECZH3952 | | | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | 83SBANX7798 | | | EACH OCCURRENCE | \$2,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | | | | AGGREGATE | \$2,000,000 |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N | N / A | | 83WEGAX7H8G | | | X PER STATUTE | OTH-ER |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 |
| | | | | | | | | |
| C | Professional Liability | | | 106930763 | | | \$3,000,000 each claim / \$4,000,000 annual aggr. | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability is written on a 'claims made' policy form.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER

CANCELLATION

Upland Design, Ltd.

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT C

GENERAL CONDITIONS EXHIBIT TO UPLAND DESIGN, LTD. AGREEMENT

A. UPLAND AGREES:

1. That UPLAND shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by UPLAND, its agents, representatives, employees, or subcontractors.

a. The Minimum Scope of Insurance

Minimum limits of insurances shall be as set forth in the Certificate of Insurance (sample) submitted by UPLAND in its RFQ Response and attached as Exhibit "B" to the Agreement.

b. Deductibles and Self-Insured Retentions

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

c. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of UPLAND; or automobiles owned, lease, hired or borrowed by UPLAND. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) UPLAND's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) UPLAND's insurance shall contain a severability of interests clause or language stating that UPLAND'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) All Coverages

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 ten (10) days' prior written notice by regular mail has been given to the VILLAGE.

e. Acceptability of Insurers

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

2. To the fullest extent permitted by law, UPLAND shall indemnify and hold harmless the VILLAGE, 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 VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by UPLAND, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. UPLAND shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, in any such action alleged to be solely caused by UPLAND. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require UPLAND to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions..
3. Any insurance policies required by this AGREEMENT, or otherwise provided by UPLAND, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
4. UPLAND will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
5. The VILLAGE may, at any time, by written order to UPLAND (Suspension of Services Order) require UPLAND to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, UPLAND shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.
6. This AGREEMENT may be terminated by the VILLAGE as provided by statute, upon written notice to UPLAND, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, UPLAND shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, UPLAND shall deliver to the VILLAGE all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the PROJECT.
7. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to UPLAND, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If UPLAND commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if UPLAND takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - b. If a petition is filed against UPLAND under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against UPLAND under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If UPLAND makes a general assignment for the benefit of creditors;
 - d. If a Commissioner, receiver, custodian or agent of UPLAND is appointed under applicable law or under contract, whose appointment or authority to take charge of property of UPLAND is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of UPLAND'S creditors;
 - e. If UPLAND admits in writing an inability to pay its debts generally as they become due;
8. Upon termination, UPLAND shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, UPLAND shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by UPLAND.

9. UPLAND is qualified technically and is conversant with the laws and regulations applicable to all PROJECTS it may undertake for the VILLAGE, and its employees, and any and all subcontractors, are properly trained, and experienced personnel will be retained to perform the services enumerated herein.
10. UPLAND shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1, *et seq.*) and the Freedom of Information Act (5 ILCS 140/1, *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by UPLAND shall be available for review and audit by the VILLAGE. UPLAND shall cooperate with the VILLAGE (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1, *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*). Failure by UPLAND to maintain the books, records and supporting documents required by this section or the failure by UPLAND to provide full access to and copying of all relevant books and records within five business days of receiving a request for public records from the VILLAGE shall establish a presumption in favor of the VILLAGE for the recovery of any funds paid by the VILLAGE under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.
11. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and UPLAND. This AGREEMENT shall not be assigned by UPLAND without first obtaining permission in writing from the VILLAGE.
12. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by UPLAND relating in any manner to the work performed by UPLAND or by anyone else and used by UPLAND in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
13. UPLAND hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. UPLAND grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. UPLAND shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. UPLAND further grants to the VILLAGE full, complete and exclusive ownership of the Work. UPLAND shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT UPLAND shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
14. The drawings, specifications, reports, and any other PROJECT documents prepared by UPLAND in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. UPLAND shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of UPLAND, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless UPLAND from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by UPLAND, the information used in the preparation of record drawings is provided by others and UPLAND is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then UPLAND will be due additional compensation for additional services. UPLAND shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among UPLAND's promotional and professional materials. UPLAND's materials shall not include the VILLAGE's confidential and proprietary information.

15. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by UPLAND or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. UPLAND shall immediately return said items to the VILLAGE upon termination of UPLAND'S engagement or earlier at the VILLAGE's request at any time.
16. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no an adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.
17. UPLAND's opinions, if any, of probable PROJECT construction cost provided for herein are to be made on the basis of UPLAND's experience and qualifications and represent UPLAND's judgment as a design professional familiar with the construction industry, but UPLAND does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by UPLAND.
18. The VILLAGE, for and in consideration of the rendering of the professional services enumerated herein shall pay to UPLAND for rendering such services the fees hereinbefore established in the following manner:
 - a. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).
19. UPLAND is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. UPLAND shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or UPLAND.
20. Written notices between the VILLAGE and UPLAND shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
VILLAGE OF WILLOWBROOK
835 Midway Drive
Willowbrook, Illinois 60527
Attn: Sean Halloran, Village Administrator
 - b. If to UPLAND DESIGN, LTD.:
24042 Lockport Street, Suite 200
Plainfield, Illinois 60544
Attn: Michelle Anne Kelly
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
21. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and UPLAND.
22. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
23. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not

operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

24. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
25. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

B. CERTIFICATIONS OF UPLAND

1. UPLAND certifies that UPLAND, its shareholders holding more than five percent (5%) of the outstanding shares of UPLAND, 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 Section 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;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
 - e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, UPLAND shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of UPLAND's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with UPLAND in its efforts to comply with such Act and Rules and Regulations, UPLAND will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, 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 Illinois Human Rights Act and the Department's Rules and Regulations.

(6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) 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 are maintained. As used in this section, the term "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.;

f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;

g. 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, UPLAND 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;

h. in compliance with 30 ILCS 580/1, *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in UPLAND's workplace.

(b) Specifying the actions that will be taken against employees for violations of such prohibition.

(c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:

(i) abide by the terms of the statement; and

(ii) 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.

(2) Establishing a drug-free awareness program to inform employees about:

(a) the dangers of drug abuse in the workplace;

(b) UPLAND's policy of maintaining a drug-free workplace;

(c) any available drug counseling, rehabilitation, and employee assistance program; and

(d) the penalties that may be imposed upon employees for drug violations.

(3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.

- (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) 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.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.:
 - i. in compliance with the Code of Ordinances of the VILLAGE, in that no VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official or a beneficiary is a holder of more than five percent (5%) of UPLAND;
 - j. in compliance with the Code of Ordinances of the VILLAGE, in that 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 UPLAND;
 - k. UPLAND 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 the Code of Ordinances of the VILLAGE;
 - l. 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 UPLAND; or, if UPLAND'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 UPLAND, 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 UPLAND, UPLAND has disclosed to the VILLAGE in writing the name(s) of the holder of such interest;
 - m. UPLAND shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. UPLAND, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the VILLAGE, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section; and
 - n. 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.



Village of
WILLOWBROOK

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 10.

DATE: October 9, 2023

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH CHICAGOLAND PAVING CONTRACTORS, INC. FOR ASPHALT PATCHING SERVICES WITH THE VILLAGE OF WILLOWBROOK

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Andrew "AJ" Passero, Public Works Foreman
 Alex Arteaga, Assistant to the Village Administrator
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff are requesting that the Board of Trustees approve a contract with Chicagoland Paving for Asphalt Patching Services.

BACKGROUND/SUMMARY

The Village has conducted asphalt patching services on a "quotes received method" for several years. In order to receive more cost-effective services, Village staff went to bid for asphalt patching services.

An Asphalt Patching RFB was released by Village staff on August 25th with bids due on September 20th. Staff received two bids from Chicagoland Paving and McGill Construction. After reviewing the quoted costs, it was determined that Chicagoland Paving is the lowest responsible and responsive bidder. Their submitted pricing quotes are below:

Class D Patches, 2-inch

| Type of work | FY 23-24 Price | FY 24-25 Price | FY 25-26 Price |
|--------------|----------------|----------------|----------------|
| Type I | \$ 45.00 | \$ 50.00 | \$ 55.00 |
| Type II | \$ 45.00 | \$ 50.00 | \$ 55.00 |
| Type III | \$ 35.00 | \$ 40.00 | \$ 45.00 |
| Type IV | \$ 35.00 | \$ 40.00 | \$ 45.00 |

Class D Patches, 3-inch

| Type of work | FY 23-24 Price | FY 24-25 Price | FY 25-26 Price |
|--------------|----------------|----------------|----------------|
| Type I | \$ 65.00 | \$ 75.00 | \$ 85.00 |
| Type II | \$ 65.00 | \$ 75.00 | \$ 85.00 |
| Type III | \$ 55.00 | \$ 60.00 | \$ 65.00 |
| Type IV | \$ 55.00 | \$ 60.00 | \$ 65.00 |



Class D Patches, 4-inch

| Type of work | FY 23-24 Price | FY 24-25 Price | FY 25-26 Price |
|--------------|----------------|----------------|----------------|
| Type I | \$ 95.00 | \$ 105.00 | \$ 125.00 |
| Type II | \$ 95.00 | \$ 105.00 | \$ 125.00 |
| Type III | \$ 75.00 | \$ 85.00 | \$ 95.00 |
| Type IV | \$ 75.00 | \$ 85.00 | \$ 95.00 |

Class D Patches, 8-inch

| Type of work | FY 23-24 Price | FY 24-25 Price | FY 25-26 Price |
|--------------|----------------|----------------|----------------|
| Type I | \$ 170.00 | \$ 195.00 | \$ 215.00 |
| Type II | \$ 170.00 | \$ 195.00 | \$ 215.00 |
| Type III | \$ 135.00 | \$ 150.00 | \$ 165.00 |
| Type IV | \$ 135.00 | \$ 150.00 | \$ 165.00 |

Class D Patches, 10-inch

| Type of work | FY 23-24 Price | FY 24-25 Price | FY 25-26 Price |
|--------------|----------------|----------------|----------------|
| Type I | \$ 225.00 | \$ 250.00 | \$ 275.00 |
| Type II | \$ 225.00 | \$ 250.00 | \$ 275.00 |
| Type III | \$ 180.00 | \$ 200.00 | \$ 220.00 |
| Type IV | \$ 180.00 | \$ 200.00 | \$ 220.00 |

Class D Patches, Driveway Removal & Replacement

| Type of work | FY 23-24 Price | FY 24-25 Price | FY 25-26 Price |
|--------------|----------------|----------------|----------------|
| Type I | \$ 90.00 | \$ 100.00 | \$ 110.00 |

Staff recommends the Village enter into an agreement with Chicagoland Paving for Asphalt Patching services as the lowest responsible bidder for this RFP.

FINANCIAL IMPACT

Chicagoland Paving will provide asphalt patching services to the Village on an as-needed basis. The costs incurred by the Village will depend on the work assigned to Chicagoland Paving. The per-unit cost savings are significant compared to existing rates.

RECOMMENDED ACTION:

Staff recommends proceeding with an agreement with Chicagoland Paving for asphalt patching services.

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
AUTHORIZING THE EXECUTION OF A CONTRACT WITH CHICAGOLAND
PAVING CONTRACTORS, INC. FOR ASPHALT PATCHING SERVICES WITH THE
VILLAGE OF WILLOWBROOK**

WHEREAS, the Village of Willowbrook (the “Village”) solicited proposals for a three (3) year contract for asphalt patching services within the Village of Willowbrook (the “Project”); and

WHEREAS, of the proposals received for the Project, the lowest proposal is from Chicago Paving Contractors, Inc. (the “Contractor”), at those unit prices contained in the Contractor’s Bid Pricing Table contained in Contractor’s Response to Request for Proposal.

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: The Mayor and Board of Trustees of the Village do hereby find Chicagoland Paving Contractors, Inc.’s Response to Request for Proposal to be the lowest.

SECTION 3: Award of Contract.

Chicagoland Paving Contractors, Inc. is hereby awarded a three (3) year contract for the afore-referenced asphalt patching project, at those costs as detailed in Contractor’s Bid Pricing Table, as set forth in its proposal response, which proposal shall be incorporated and made a part of the Contract, subject to: the furnishing of the proper bonds and execution of all contract documents.

SECTION 4: Execution of Contract.

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

SECTION 5: Effective Date.

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

PASSED and APPROVED this 9th day of October, 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"

**Asphalt Patching Services Contract with
Chicagoland Paving Contractors, Inc.**

**ASPHALT PATCHING SERVICES AGREEMENT
BY AND BETWEEN THE VILLAGE OF WILLOWBROOK
AND CHICAGOLAND PAVING CONTRACTORS, INC.**

THIS CONTRACT ENTERED INTO THIS _____ day of October, 2023 between Chicagoland Paving Contractors, Inc., an Illinois corporation (“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 retain contractor to perform asphalt patching services in the Village.
2. Contractor has submitted a proposal to the Village dated September 20, 2023, including all terms, conditions, requirements, unit pricing, and specifications contained therein, incorporated herein as “Exhibit A” and expressly made a part of this three (3) year agreement as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the terms of this agreement shall control. The proposal specifications are attached hereto.
3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.
4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding

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

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner (amounts not to exceed those unit prices quoted in Contractor's Bid Pricing Table for each year of the Contract). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

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

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

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

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

as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

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

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

- A. such records are true and accurate;
- B. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. Contractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

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

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

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

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

A. Publishing a statement:

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

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

- 1) The dangers of drug abuse in the workplace;
- 2) Contractor’s policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program;

and

4) The penalties that may be imposed upon employees for drug violations.

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

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

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

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

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

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

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

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

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

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

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

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization

or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

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

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

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

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois

or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

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

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

attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

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

18. Insurance requirements shall be as follows:

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

B. Coverage shall be at least as broad as:

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

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

C. Contractor shall maintain limits no less than:

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

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

- 1) Commercial General Liability and Automobile Liability Coverages:
 - a. The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
 - b. The Contractor’s insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-

insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

3) All Coverages:

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

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

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

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

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

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

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

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

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

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

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Chicagoland Paving Contractors, Inc., 225 Telser Road, Lake Zurich, Illinois 60047, Attn: Kevin Meartz, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

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

then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

25. Time is of the essence of this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CONTRACTOR:

CHICAGOLAND PAVING CONTRACTORS, INC.

By: _____

Kevin Meartz,
Its President and duly authorized agent

ATTEST:

Title: _____

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

REQUEST FOR PROPOSAL
FOR ASPHALT PATCHING SERVICES
FOR
THE VILLAGE
OF WILLOWBROOK



Advertised: August 25, 2023

Due: September 20, 2023, 11:00 a.m.

23-444
9-20-23
BID DATE:
11:00
BID TIME:
COMPLETE DATE/DAYS
3 YEARS

LEGAL NOTICE

Official notice is hereby given that separate sealed proposals will be received at Village Hall, Village of Willowbrook, 835 Midway Drive., Willowbrook, IL 60527 until 11:00 a.m. local time on September 20, 2023, and then at said office publicly opened and read aloud for the following:

RFP NO: 020

RFP ON: ASPHALT PATHING SERVICES

The Village of Willowbrook seeks assistance from a highly qualified firm to provide asphalt patching for the Village of Willowbrook as described in this Request for Proposal (RFP). **Sealed** proposals must be received at Village Hall, 835 Midway Drive, Willowbrook, IL, **before September 20, 2023 at 11:00 a.m.** per the requirements stated in the RFP. **No late, faxed, or electronic proposals will be accepted.**

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

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

Alex Arteaga

Assistant to the Village Administrator

Village of Willowbrook

Bid Pricing Table

*Note, Village of Willowbrook Fiscal Years run from May 1st to April 30th

I. CLASS D PATCHES, 2 INCH (UNIT MEASURE – SQUARE YARDS)

| Type of Work | FY 23-24 Unit Price | FY 24-25 Unit Price | FY 25-26 Unit Price |
|--|------------------------|------------------------|------------------------|
| CLASS D PATCHES, 2 INCH – TYPE I | \$ 45 - | \$ 50 - | \$ 55 - |
| CLASS D PATCHES, 2 INCH – TYPE II | \$ 45 - | \$ 50 - | \$ 55 - |
| CLASS D PATCHES, 2 INCH – TYPE III | \$ 35 - | \$ 40 - | \$ 45 - |
| CLASS D PATCHES, 2 INCH – TYPE IV | \$ 35 - | \$ 40 - | \$ 45 - |

II. CLASS D PATCHES, 3 INCH (UNIT MEASURE – SQUARE YARDS)

| Type of Work | FY 23-24 Unit Price | FY 24-25 Unit Price | FY 25-26 Unit Price |
|--|------------------------|------------------------|------------------------|
| CLASS D PATCHES, 3 INCH – TYPE I | \$ 65 - | \$ 75 - | \$ 85 - |
| CLASS D PATCHES, 3 INCH – TYPE II | \$ 65 - | \$ 75 - | \$ 85 - |
| CLASS D PATCHES, 3 INCH – TYPE III | \$ 55 - | \$ 60 - | \$ 65 - |
| CLASS D PATCHES, 3 INCH – TYPE IV | \$ 55 - | \$ 60 - | \$ 65 - |

III. CLASS D PATCHES, 4 INCH (UNIT MEASURE – SQUARE YARDS)

| Type of Work | FY 23-24 Unit Price | FY 24-25 Unit Price | FY 25-26 Unit Price |
|---|------------------------|------------------------|------------------------|
| CLASS D PATCHES, 4 INCH – TYPE I | \$ 95 - | \$ 105 - | \$ 125 - |
| CLASS D PATCHES, 4 INCH – TYPE II | \$ 95 - | \$ 105 - | \$ 125 - |

| | | | |
|--|---------|---------|---------|
| CLASS D PATCHES, 4 INCH – TYPE III | \$ 75 - | \$ 85 - | \$ 95 - |
| CLASS D PATCHES, 4 INCH – TYPE IV | \$ 75 - | \$ 85 - | \$ 95 - |

IV. CLASS D PATCHES, 8 INCH (UNIT MEASURE – SQUARE YARDS)

| Type of Work | FY 23-24 Unit Price | FY 24-25 Unit Price | FY 25-26 Unit Price |
|--|------------------------|------------------------|------------------------|
| CLASS D PATCHES, 8 INCH – TYPE I | \$ 170 - | \$ 195 - | \$ 215 - |
| CLASS D PATCHES, 8 INCH – TYPE II | \$ 170 - | \$ 195 - | \$ 215 - |
| CLASS D PATCHES, 8 INCH – TYPE III | \$ 135 - | \$ 150 - | \$ 165 - |
| CLASS D PATCHES, 8 INCH – TYPE IV | \$ 135 - | \$ 150 - | \$ 165 - |

V. CLASS D PATCHES, 10 INCH (UNIT MEASURE – SQUARE YARDS)

| Type of Work | FY 23-24 Unit Price | FY 24-25 Unit Price | FY 25-26 Unit Price |
|---|------------------------|------------------------|------------------------|
| CLASS D PATCHES, 10 INCH – TYPE I | \$ 225 - | \$ 250 - | \$ 275 - |
| CLASS D PATCHES, 10 INCH – TYPE II | \$ 225 - | \$ 250 - | \$ 275 - |
| CLASS D PATCHES, 10 INCH – TYPE III | \$ 180 - | \$ 200 - | \$ 220 - |
| CLASS D PATCHES, 10 INCH – TYPE IV | \$ 180 - | \$ 200 - | \$ 220 - |

VI. CLASS D PATCHES, DRIVEWAY AND REMOVAL REPLACEMENT (UNIT MEASURE –
SQUARE YARDS) *

| Type of Work | FY 23-24 Unit Price | FY 24-25 Unit Price | FY 25-26 Unit Price |
|---|---------------------|---------------------|---------------------|
| CLASS D PATCHES 4 inch Driveway removal and replacement (Square Yards) | \$ 90 - | \$ 100 - | \$ 110 - |

* - See Table VI. note on pages 24-25.



SUBMISSION INFORMATION

Village of Willowbrook
835 Midway Dr
Willowbrook, IL 60527

INVITATION: #020
BID OPENING DATE: September 20, 2023
TIME: 11:00 A.M. Local Time
LOCATION: Village Hall

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

REQUEST FOR PROPOSAL INFORMATION

Company Name: Chicagoland Paving Contractors Inc.
Address: 225 Telser Road
City, State, Zip Code: Lake Zurich, IL 60047

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: 0 % — DAYS

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

Authorized Signature: William R. Bowes Company Name: Chicagoland Paving

Typed/Printed Name: William R. Bowes Date: 9/20/23

Title: V.P. Telephone Number: 847 550 9681

E-mail: office@chicagolandpaving.com Fax Number: 847 550 9684

Patching References

Village of Algonquin

2021 Asphalt Patching

Contract Amount: \$183,599.75

Scott Goad

Village of Algonquin

847-658-2700

Forest Preserve District of Kane County

Fox River Trail & Culvert Repair

Contract Amount: \$244,948.50

Jenny Estes

Forest Preserve District of Kane County

847-464-0822

Village of Lindenhurst

Pavement Patching Contract Extension

Contract Amount: \$100,000.00

Charles Hernandez

Village of Lindenhurst

847-356-1765 ext. 201

Village of LaGrange Park

2020 MFT Patching Project

Contract Amount: 124,840.00

Mark Volk

Hancock Engineering

708-865-0300

Village of Mount Prospect

MPI Patching

Contract Amount: \$75,000.00

Scott Moe

Village of Mt. Prospect

847-870-5640

Fremont Township Highway Department

2021 HMA Patching Work

Contract Amount: \$50,000.00

Dan Strahan

Gewalt Hamilton Associates

847-478-9700

Chicagoland Paving Contractors, Inc.

Qualifications of Key Employees

*Kevin Meartz
President
35+ years' experience in asphalt industry.*

*William R. Bowes
Vice President/Corporate Secretary
35+ years' experience in asphalt industry.*

*Chris Keller
Vice President/Civil Engineer
20 years' experience in asphalt industry.*

*Chris Garwacki
Project Manager / Superintendent
20 years' experience in asphalt / road construction industry.*

*Todd Lehr
Project Manager / Superintendent
20 years' experience in asphalt / road construction.*

*Efren Magana
Project Manager / Superintendent
20+ years experience in asphalt industry.*

Chicagoland Paving Contractors, Inc. employs all Union – Teamster, Laborers and Operating Engineers. Many of our employees have at least 20 years' experience in the asphalt industry and have worked many years for Chicagoland Paving. Chicagoland Paving was incorporated in 1987.

PROJECT SPECIFICATIONS

1. GENERAL AND BACKGROUND INFORMATION – VILLAGE OF WILLOWBROOK

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

The Village employs 44 full-time equivalent employees and includes a strong network of community volunteers serving on many Boards and Commissions. Willowbrook operates under the Mayor-Trustee form of government. The Mayor and six Trustees are all elected on an at-large basis. A professional Village Administrator oversees the day-to-day operations of the Village.

2. INTENT

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

- Asphalt Patching Services

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq).

3. PROPOSAL PRICE

Respondent contractors are encouraged to remit proposals for services included in the Scope of Work outlined below. Please provide a fee proposal as structured on pages 3-5 of this RFP consistent with those service(s) for which you intend to submit a proposal. Proposal submissions that fail to include pricing for each service(s) included within their bid shall be considered incomplete and will be rejected without any further consideration. The Contractor may include an alternative solution to the fee structure on page 3 of this RFP but must provide a completed copy of pages 3-5 of this RFP.

4. AWARD

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

5. TERM OF AGREEMENT

Services are expected to begin in fall 2023.

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

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

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

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

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

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

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

6. SPECIFICATIONS/SCOPE OF WORK

See pages 21-25.

7. INVOICES AND PAYMENTS

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

Invoices shall be delivered to:

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

8. CALENDAR OF EVENTS/TENTATIVE AND SUBJECT TO CHANGE

| DATE | ACTIVITY |
|--------------------|---|
| August 25, 2023 | Request for Proposals are advertised on the Village website. |
| September 7, 2023 | Last day to submit questions and requests for clarification. |
| September 20, 2023 | <p>Deadline for Proposal Submission. Proposals received after the date and time identified will be returned unopened.</p> <p>Submit One (1) original, one (1) copy, and one (1) electronic (USB) copy of the complete/signed proposal by September 20, 2023 before 11:00 A.M. CST, to:</p> <p style="text-align: center;">Village of Willowbrook 835 Midway Dr, Willowbrook IL 60527 RFP # 020 RFP ON: Asphalt Patching Services</p> |
| October 9, 2023 | Potential Approval of Firm by Willowbrook Board of Trustees |
| TBD | Services Start Date, no earlier than 10/01/2023. |

9. ADDITIONAL INFORMATION

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

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

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

INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

1. ADDITIONAL INFORMATION

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

2. SUBMISSION OF PROPOSAL

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

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

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

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

3. WITHDRAWL OF PROPOSAL

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

4. EVALUATION PROCESS

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

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

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

- i. The specific services to be provided;

- ii. Qualifications of the offeror, including work on projects of similar scope and experience, the background of project personnel, etc., and;
- iii. The working relationship to be established between the Village and the Contractor, including, but not limited to, what each party should expect from the other.

c. The Village reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to accomplish the purpose of this RFP. The Village may require the RFP and the offeror's entire Proposal to be made an integral part of the resulting contract. This implies that the Village will hold all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations as contractually binding on the successful offeror. When the Village determines an offeror's Proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its Proposal.

C. The Village will select the Proposal, which appears to be the most advantageous based on the ability to meet the criteria. The Village's municipal manager/administrator or board of trustees/city council, as the case may be, will have the right to execute an agreement with the Contractor who is deemed to be the most advantageous and who is best qualified to perform in accordance with the terms and conditions of the Agreement. The Village reserve the right to reject any or all bids

5. EVALUATION CONSIDERATION

A. Responsiveness with Request for Proposals

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

B. Required Submittals

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

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

C. Acceptability of Proposals

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

- i. Acceptable;
- ii. Unacceptable

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

1. Services Provided

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

2. Qualifications and Experience of Firm

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

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

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

3. References of the Firm

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

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

4. Proposal Pricing

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