

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 12, 2024 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 Regular Meeting July 22, 2024](#)
(APPROVE)
 - c. [Warrants \\$1,352,630.75](#)
 - d. [RESOLUTION NO. _____ - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE BURR RIDGE PARK DISTRICT TO PROVIDE COOPERATIVE RECREATIONAL SERVICES TO THE VILLAGE OF WILLOWBROOK](#) (ADOPT)
 - e. [RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM ORBIS SOLUTIONS, INC. TO PROVIDE NETWORK INFORMATION TECHNOLOGY \("IT"\) UPGRADES TO THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \\$55,034.88](#)
(ADOPT)

NEW BUSINESS

6. MOTOR FUEL TAX APPROPRIATION FOR BULK ROCK SALT PURCHASE
 - a. [RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK UNDER THE PROVISIONS OF THE ILLINOIS HIGHWAY CODE APPROPRIATING THE SUM OF \\$165,315.00 OF MOTOR FUEL TAX FUNDS](#)
(ADOPT)

- b. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING THE PURCHASE OF UNTREATED BULK ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK FOR THE 2024/2025 WINTER SEASON (ADOPT)
- 7. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CREATION OF A STORMWATER MASTER PLAN BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK (ADOPT)
- 8. BORSE PHASE II - PARK EQUIPMENT PURCHASES
 - a. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM NUTOYS LEISURE PRODUCTS, INC. AND APPROVING THE PURCHASE OF A PYRAMID SHADE STRUCTURE FOR THE BORSE MEMORIAL COMMUNITY PARK PROJECT AT A COST NOT TO EXCEED \$27,190.00 (ADOPT)
 - b. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM BEACON ATHLETICS AND APPROVING THE PURCHASE OF CERTAIN EQUIPMENT FOR THE SOFTBALL WARM-UP AREA AT THE BORSE MEMORIAL COMMUNITY PARK AT AN ESTIMATED COST NOT TO EXCEED \$857.00 (ADOPT)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JULY 22, 2024, 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, Mayor Frank Trilla, Village Clerk Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal and Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Director of Public Works Rick Valent, Deputy Chief Ben Kadolph, and Deputy Clerk Christine Mardegan.

ABSENT: Assistant Village Administrator Alex Arteaga, Chief Lauren Kaspar, and Deputy Chief Gerard Wodka.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS

None present and no written comments were received.

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 Regular Meeting July 8, 2024 (APPROVE)
- c. Warrants \$ 2,096,970.64
- d. RESOLUTION NO. 24-R-36 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE VILLAGE OF WILLOWBROOK BY AND BETWEEN TROTTER AND ASSOCIATES, INC. AND THE VILLAGE OF WILLOWBROOK (ADOPT)

e. RESOLUTION NO. 24-R-37 - A RESOLUTION AUTHORIZING THE SUBMISSION OF AN OPEN SPACE LAND ACQUISITION AND DEVELOPMENT (OSLAD) GRANT APPLICATION FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT, PHASE THREE, 208 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION NO. 24-R-38 - A RESOLUTION APPROVING A PLAT OF VACATION FOR THE REDUCTION OF THE PUBLIC UTILITY EASEMENT AND STORM WATER DETENTION EASEMENT AT 309 59th STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)

Director Krol stated a permit was issued in October 2022 for a new single-family house located on the subject property. The house construction is completed. Prior to final occupancy, the owner needs to complete the exterior site work such as grading, sodding, and landscaping.

The owner approached staff with a revised site plan to include a new retaining wall that encroached the easement by 2.7 feet at the rear of the house and 6.6 feet at the rear corner. The purpose is to add a flat ground area because the rear yard is on a slope. The petitioner and owner of the subject property, Aleksandar Petreski, has requested review and approval of a Plat of Vacation to reduce the public utility easement and storm water detention easement by approximately 331.5 square feet.

The proposed plat and revised site plan were reviewed and approved by Christopher B. Burke Engineering, Ltd. (CBBEL) stating the proposed encroachment and retaining wall installation will not reduce the volume of the detention base and allows for the construction of the proposed retaining wall for the flat lawn area on the south side of the house.

Trustee Mistele asked why the easement is so wide, 50 feet on the east side of the property and 30 feet wide on the south side. Director Krol speculated that when the subdivision was developed in 1990 this area was used for water drainage in the event of a storm as a common detention area for the neighborhood.

Mayor Trilla questioned if Christopher Burke was aware of this during their review. Director Krol indicated that, yes, they were aware and concluded it would not reduce the volume of retention.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adopt Resolution 24-R-38 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION NO. 24-R-39 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR CONSTRUCTION ENGINEERING SERVICES FOR THE BORSE MEMORIAL COMMUNITY PARK AND CREEKSIDE PARK RENOVATION PROJECTS BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK (ADOPT)

Director Kleefisch noted that given the complexities of the Phase II project at Borse Memorial Community Park and Creekside Park, staff felt that additional engineering and construction management was needed for these projects. Christopher B. Burke Engineering, Ltd. (CBBEL) has prepared a scope of services to assist in the management and execution of the projects. Within this scope CBBEL will assist with pre-construction services, submittal reviews, construction observation, material inspection, and post construction inspection.

CBBEL will provide one part-time Resident Engineer for an estimated 2 hours per day for 3-5 days, based on need, for the duration of the twelve-week project at Creekside Park at a not to exceed cost of \$34,684.

CBBEL will perform the same services for the Borse Memorial project by providing one part-time Resident Engineer for 4 hours per day for 3-5 days a week, based on need, for the duration of the eighteen-week project at Borse Park, at a not to exceed cost of \$70,418.

Staff recommends approving the proposal from CBBEL for construction engineering services for the Creekside Park and Borse Memorial Park Projects for a combined amount not to exceed \$105,102.00.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to adopt Resolution 24-R-39 as presented.

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

MOTION DECLARED CARRIED

8. SOLAR LIGHTS - BORSE COMMUNITY MEMORIAL PARK

a. RESOLUTION NO. 24-R-40 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE PROPOSAL AND APPROVING THE PURCHASE OF FIFTEEN (15) SOLAR LED PARK LIGHTS FROM WILLOW ELECTRIC SUPPLY, INC. FOR FARMINGDALE TERRACE PARK, CREEKSIDE PARK, AND BORSE MEMORIAL COMMUNITY PARK AT A COST NOT TO EXCEED \$63,293.40

Director Kleefisch outlined the proposal for the purchase and installation of 15 solar LED park lights for Farmingdale Terrace Park, Creekside Park and Borse Memorial Park. The proposed lights are the same manufacturer and model, First Light Technologies model SCL2, as those installed at Midway Park. The lights will be installed as follows: Borse Memorial - five (5) at the Eleanor Street parking lot, and five each at Farmingdale Terrace and Creekside.

Staff received four quotes for the LED lights. The bids were relatively close with the highest being \$71,469.45 and the lowest being \$63,293.40. Willow Electric Supply submitted the lowest proposal at \$63,293.40.

For the installation, staff is requesting waiving competitive bidding and to have the work assigned to Rag's Electric, the Village's contracted vendor for streetlight maintenance, as the work is similar in scope to the service contract awarded to Rag's Electric in February 2023. The proposal received from Rag's Electric for the park lighting installation is based on the terms of that agreement. Rag's provided a proposal in the amount of \$36,000.00 for the installation, labor, and materials, including the Helix bases and the poles ordered from Willow Electrical Supply.

Staff is asking the Board to adopt the resolution for the solar LED lighting purchase from Willow Electric Supply, and to pass the ordinance to contract with Rag's Electric for the installation.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adopt Resolution 24-R-40 as presented.

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

MOTION DECLARED CARRIED

b. ORDINANCE NO. 24-O-19 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH RAG'S ELECTRIC, INC. FOR THE ELECTRICAL INSTALLATION OF FIFTEEN (15) SOLAR LED PARK LIGHTS AT FARMINGDALE TERRACE PARK, CREEKSIDE PARK, AND BORSE MEMORIAL COMMUNITY PARK IN THE VILLAGE OF WILLOWBROOK (PASS)

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to pass Ordinance No. 24-0-19 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION NO. 24-R-41 - A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF PATROL OFFICER (ADOPT)

Deputy Chief Kadolph presented the request to the Board to allow the Board of Police Commissioners to make an original appointment of one (1) candidate to patrol officer with this deviation from the hiring rotation.

Deputy Chief Kadolph reviewed the current allowable composition of the department as provided by Title 5, Chapter 1, Section 5-1-1 of the municipal code:

Chief of Police -1

Deputy Chief of Police -2

Sergeants - 4

Patrol Officers - in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total department composition not to exceed twenty-seven (27) members.

With the most recent lateral hire, the total number of sworn officers is twenty-five (25) in the police department leaving two vacancies.

On May 28th, 2024, staff received Village Board approval to deviate from the hiring rotation to hire a lateral candidate. In June of 2024, that candidate was given a conditional offer of employment and chose to withdraw from consideration. Since then, the Board of Police Commissioners has completed the testing process and established a new entry level hiring list containing 33 candidates. The staff is currently in the process of conducting background investigations on several candidates for an August/September Police Academy admission date. Due to the timelines set by the police academies, staff would like to deviate from the hiring rotation approved on May 28th, 2024 to action a lateral hire, and focus on hiring an entry level candidate.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to adopt Resolution 24-R-41 as presented.

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

MOTION DECLARED CARRIED

10. RESOLUTION NO. 24-R-42 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT AGREEMENT WITH GROOT, INC. TO PROVIDE RESIDENTIAL SCAVENGER SERVICES TO THE VILLAGE OF WILLOWBROOK (ADOPT)

Administrator Halloran explained in July 2020, the Village entered into a 4-year contract with Groot Industries, Inc. for a base service package for refuse and recycling, yard waste service, and a sticker program.

Over the past three months, staff and representatives from Groot have negotiated an extension agreement to the existing contract. Below are the highlights of the agreement:

- The new agreement extends the contract to six years.
- The contract includes a 3.5% increase year over year. Previous increases were at 2.5%
- Senior discount rates have been increased from 6% to 15%.
- The contract allows HOAs to join the program if Groot Industries consents.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to adopt Resolution 24-R-42 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

11. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

12. ATTORNEY'S REPORT

Attorney Durkin had no report.

13. CLERK'S REPORT

Clerk Hahn had no report.

14. ADMINISTRATOR'S REPORT

Administrator Halloran asked Director Valent to provide the Board with an update on the importance and benefits of the recently completed \$4 million Executive Drive project.

Director Valent praised the work of the staff, engineering team, and contractors to coordinate the project to a successful conclusion. The project began the week of February 12th and was completed on July 9th, roughly three weeks ahead of schedule.

Approximately 1,125 feet of Executive Dr. and 700 feet of Plaza Ct. were reprofiled and reconstructed with new asphalt, curb, and driveways. The aging water main was replaced, and the stormwater system was improved with compensatory storage addressing decades of flooding in the area.

Recent heavy storms produced no standing water on the roadway and the Plaza Court Pond did not overflow. The project is estimated to have a final cost of \$50,000 to \$75,000 below the approved construction costs amount of \$3,870,664.50.

Administrator Halloran also thanked and congratulated Director Kleefisch for securing a grant of \$572,000 from the Green Infrastructure Grant Opportunity (GIGO) Program offered through the Illinois EPA (Environmental Protection Agency). These funds will be used toward the Borse Park Phase II renovation.

15. MAYOR'S REPORT

Mayor Trilla had no report.

16. EXECUTIVE SESSION

There is no need for an Executive Session this evening.

17. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Astrella to adjourn the Regular Meeting at the hour of 6:55p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2024

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

August 12, 2024

GENERAL CORPORATE FUND	-----	\$	512,275.09
WATER FUND	-----	\$	284,143.99
CAPITAL PROJECT FUND	-----	\$	545,596.84
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	455.16
17 SERIES 2022 BOND	-----	\$	10,159.67
TOTAL WARRANTS	-----	\$	1,352,630.75

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
08/08/2024	APCH	102234	SAINTE GENEVIEVE RIVERBOAT	ACTIVE ADULT PROGRAM	590-517	20	425.50
08/12/2024	APCH	102235#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	854.65
				INTERNET/WEBSITE HOSTING	460-225	10	129.85
				INTERNET/WEBSITE HOSTING	640-225	30	3,220.58
				INTERNET/WEBSITE HOSTING	715-225	35	130.03
				INTERNET/WEBSITE HOSTING	715-225	35	129.85
				INTERNET/WEBSITE HOSTING	715-225	35	129.85
				INTERNET/WEBSITE HOSTING	715-225	35	129.85
				CHECK APCHK 102235 TOTAL FOR FUND 01:			4,724.66
08/12/2024	APCH	102236	ADMINISTRATIVE CONSULTING SPECIA	FEES/DUES/SUBSCRIPTIONS	455-307	10	2,083.33
08/12/2024	APCH	102237#	ADOBE SYSTEMS INC	EDP LICENSES	460-263	10	1,554.48
				EDP EQUIPMENT/SOFTWARE	555-212	20	777.24
				EDP LICENSES	615-263	25	518.16
				EDP LICENSES	640-263	30	1,036.32
				EDP EQUIPMENT/SOFTWARE	715-212	35	518.16
				EDP LICENSES	815-263	40	259.08
				CHECK APCHK 102237 TOTAL FOR FUND 01:			4,663.44
08/12/2024	APCH	102238	ADVANCE SWEEPING SERVICES, INC.	STREET SWEEPING SERVICES	740-290	35	2,391.40
08/12/2024	APCH	102240#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	168.76
				PHONE - TELEPHONES	455-201	10	161.84
				TELEPHONES	710-201	35	281.57
				INFORMATIONAL TECH SERVICES	815-308	40	1,023.48
				CHECK APCHK 102240 TOTAL FOR FUND 01:			1,635.65
08/12/2024	APCH	102241	BANNERVILLE USA INC	SPECIAL EVENTS	585-523	20	100.00
08/12/2024	APCH	102242	BEST OFFICIALS	COMMUNITY EVENTS	585-522	20	920.00
08/12/2024	APCH	102243	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	875.00
				ACTIVE ADULT PROGRAM	590-517	20	1,056.00
				ACTIVE ADULT PROGRAM	590-517	20	970.00
				CHECK APCHK 102243 TOTAL FOR FUND 01:			2,901.00
08/12/2024	APCH	102244	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	790.00
08/12/2024	APCH	102245	BILL KAY CHEVROLET	MAINTENANCE - BUILDING	630-228	30	200.00
				MAINTENANCE - BUILDING	630-228	30	200.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				MAINTENANCE - BUILDING	630-228	30	637.37
				MAINTENANCE - BUILDING	630-228	30	200.00
				MAINTENANCE - BUILDING	630-228	30	1,006.33
				MAINTENANCE - BUILDING	630-228	30	200.00
				CHECK APCHK 102245 TOTAL FOR FUND 01:			2,443.70
08/12/2024	APCH	102247	BUCKEYE POWER SALES CO INC	MAINTENANCE - BUILDING	630-228	30	305.00
08/12/2024	APCH	102248#	BUTTREY RENTAL SERVICE, INC.	MAINTENANCE - BUILDING	630-228	30	539.39
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	152.50
				STREET IMPROVEMENTS	765-685	35	352.00
				STREET IMPROVEMENTS	765-685	35	340.85
				CHECK APCHK 102248 TOTAL FOR FUND 01:			1,384.74
08/12/2024	APCH	102249	CANAL CORRIDOR ASSOCIATION	ACTIVE ADULT PROGRAM	590-517	20	450.00
08/12/2024	APCH	102250	CARROLL CONSTRUCTION SUPPLY	STREET IMPROVEMENTS	765-685	35	80.06
				STREET IMPROVEMENTS	765-685	35	1,373.43
				CHECK APCHK 102250 TOTAL FOR FUND 01:			1,453.49
08/12/2024	APCH	102251	CASE LOTS, INC	MAINTENANCE - BUILDING	466-228	10	334.50
				MAINTENANCE - BUILDING	466-228	10	400.10
				CHECK APCHK 102251 TOTAL FOR FUND 01:			734.60
08/12/2024	APCH	102252	CHOICE SCREEENING	PERSONNEL RECRUITMENT	455-131	10	27.00
08/12/2024	APCH	102253#	COMCAST CABLE	FEES/DUES/SUBSCRIPTIONS	630-307	30	474.25
				INTERNET/WEBSITE HOSTING	715-225	35	235.71
				CHECK APCHK 102253 TOTAL FOR FUND 01:			709.96
08/12/2024	APCH	102254#	COMED	RED LIGHT - ADJUDICATOR	630-246	30	39.00
				RED LIGHT - ADJUDICATOR	630-246	30	0.41
				RED LIGHT - ADJUDICATOR	630-246	30	83.90
				RED LIGHT - ADJUDICATOR	630-246	30	42.84
				RED LIGHT - ADJUDICATOR	630-246	30	36.06
				ENERGY - STREET LIGHTS	745-207	35	563.23
				ENERGY - STREET LIGHTS	745-207	35	41.53
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	165.75
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	67.69
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	758.78

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	316.37
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	155.20
				CHECK APCHK 102254 TOTAL FOR FUND 01:			2,270.76
08/12/2024	APCH	102255	CONRAD POLYGRAPH INC	EXAMS - PHYSICAL	440-543	07	200.00
08/12/2024	APCH	102256	DACRA ADJUDICATION LLC	EDP LICENSES	460-263	10	2,500.00
08/12/2024	APCH	102257	DELUXE	OFFICE SUPPLIES	610-301	25	2,303.97
08/12/2024	APCH	102258	DIAMOND TOURS INC.	ACTIVE ADULT PROGRAM	590-517	20	2,025.00
08/12/2024	APCH	102259	DQ WILLOWBROOK LLC	PLACES OF EATING TAX	310-208	00	398.70
08/12/2024	APCH	102260	DUPAGE COUNTY CHILDREN'S CENTER	FEES/DUES/SUBSCRIPTIONS	630-307	30	3,000.00
08/12/2024	APCH	102261	DUPAGE COUNTY COLLECTOR	PROPERTY TAXES PAYABLE	210-106	00	1,741.41
08/12/2024	APCH	102262#	DUPAGE COUNTY PUBLIC WORKS	SANITARY (825 MIDWAY)	570-250	20	2.73
				SANITARY (7760 QUINCY)	630-250	30	6.93
				SANITARY USER CHARGE	725-417	35	30.89
				CHECK APCHK 102262 TOTAL FOR FUND 01:			40.55
08/12/2024	APCH	102263#	DUPAGE MAYORS AND MGRS. CONF.	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	255.00
				PUBLIC RELATIONS	475-365	10	300.00
				CHECK APCHK 102263 TOTAL FOR FUND 01:			555.00
08/12/2024	APCH	102265*#	FALCO'S LANDSCAPING INC	ACCOUNTS RECEIVABLE - OTHER	130-115	00	(6,500.00)
				STREET IMPROVEMENTS	765-685	35	58,680.00
				STREET IMPROVEMENTS	765-685	35	2,800.00
				CHECK APCHK 102265 TOTAL FOR FUND 01:			54,980.00
08/12/2024	APCH	102266	FLOCK SAFETY	OTHER PROFESSIONAL SERVICES	540-425	30	35,479.45
08/12/2024	APCH	102267	FOX TOWN PLUMBING INC	MAINTENANCE - EQUIPMENT	570-411	20	339.18
08/12/2024	APCH	102268	FULTON SIREN SERVICES	OPERATING EQUIPMENT	630-401	30	411.01
08/12/2024	APCH	102269	GERARD WODKA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	1,482.30
08/12/2024	APCH	102270	GEWALT HAMILTON ASSOCIATES INC	TRAFFIC ENGINEERING	720-246	35	2,568.00
08/12/2024	APCH	102271*#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE	210-204	00	14,987.14
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	71.98
				LIFE INSURANCE - COMMISSIONERS	435-148	07	23.60
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	7,282.57

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				LIFE INSURANCE - PLAN COMMISSION	510-340	15	78.47
				HEALTH/DENTAL/LIFE INSURANCE	550-141	20	2,584.76
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	49,878.48
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	4,438.22
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	6,167.98
				CHECK APCHK 102271 TOTAL FOR FUND 01:			85,513.20
08/12/2024	APCH	102273	GREAT LAKES CONCRETE, LLC	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	310.54
08/12/2024	APCH	102274	GREAT LAKES WATER & SAFETY PRODU	UNIFORMS	630-345	30	835.00
08/12/2024	APCH	102275	HAYES MECHANICAL	MAINTENANCE - BUILDING	466-228	10	4,725.00
08/12/2024	APCH	102276	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	455-201	20	440.00
08/12/2024	APCH	102277#	HERITAGE CORRIDOR DESTINATIONS	PUBLIC RELATIONS	420-365	05	42.00
				PUBLIC RELATIONS	420-365	05	69.00
				UNIFORMS	401-315	10	49.00
				CHECK APCHK 102277 TOTAL FOR FUND 01:			160.00
08/12/2024	APCH	102278*#	HIGH STAR TRAFFIC	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,710.00
				ROAD SIGNS	755-333	35	86.20
				ROAD SIGNS	755-333	35	86.20
				CHECK APCHK 102278 TOTAL FOR FUND 01:			3,882.40
08/12/2024	APCH	102280	HOLLY SINE-RAMSDELL	ACTIVE ADULT PROGRAM	590-517	20	643.50
08/12/2024	APCH	102281*#	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES & EQUIPMENT	710-401	35	28.43
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	165.50
				MAINTENANCE	725-410	35	6.50
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	408.55
				CHECK APCHK 102281 TOTAL FOR FUND 01:			608.98
08/12/2024	APCH	102282	HOT SHOTS SPORTS - CHICAGO	COMMUNITY EVENTS	585-522	20	279.72
08/12/2024	APCH	102283	HOUSEAL LAVIGNE ASSOCIATES LLC	SPECIAL PROJECTS	810-305	40	12,192.50
08/12/2024	APCH	102285	IRMA	SELF INSURANCE - DEDUCTIBLE	480-273	10	2,998.42
08/12/2024	APCH	102286	JIM GIBBONS	ACTIVE ADULT PROGRAM	590-517	20	350.00
08/12/2024	APCH	102288*#	K FIVE CONSTRUCTION	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	320.00
08/12/2024	APCH	102289	KAREN PITTRO	ACTIVE ADULT PROGRAM	590-517	20	825.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
08/12/2024	APCH	102290#	KEVRON PRINTING & DESIGN INC	OFFICE SUPPLIES	410-301	05	67.96
				OFFICE SUPPLIES	810-301	40	664.54
				CHECK APCHK 102290 TOTAL FOR FUND 01:			732.50
08/12/2024	APCH	102291	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00
08/12/2024	APCH	102292*#	KLOEPFER CONSTRUCTION, INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	11,658.05
08/12/2024	APCH	102293#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	455-315	10	150.00
				COPY SERVICE	455-315	10	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	810-315	40	150.00
				COPY SERVICE	810-315	40	150.00
				CHECK APCHK 102293 TOTAL FOR FUND 01:			1,200.00
08/12/2024	APCH	102294	KRISTYNA DMYTRYSHYN	PARK PERMIT FEES	310-814	00	150.00
08/12/2024	APCH	102295*#	LA FASTENERS INC	OPERATING SUPPLIES & EQUIPMENT	710-401	35	17.69
08/12/2024	APCH	102297*#	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	13,650.00
08/12/2024	APCH	102298	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	5,535.79
08/12/2024	APCH	102299	LUIS MARQUEZ	RED LIGHT FINES	310-503	00	1,240.49
08/12/2024	APCH	102302*#	MID AMERICAN WATER	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,271.76
08/12/2024	APCH	102304#	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING	466-228	10	1,222.50
				MAINTENANCE - BUILDING	466-228	10	3,960.00
				MAINTENANCE - BUILDING	466-228	10	3,960.00
				MAINTENANCE - EQUIPMENT	570-411	20	640.00
				MAINTENANCE - BUILDING	630-228	30	1,222.50
				CHECK APCHK 102304 TOTAL FOR FUND 01:			11,005.00
08/12/2024	APCH	102305	MUNICIPAL CLERKS OF DUPAGE CNTY	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	35.00
				FEES/DUES/SUBSCRIPTIONS	410-307	05	40.00
				CHECK APCHK 102305 TOTAL FOR FUND 01:			75.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
08/12/2024	APCH	102306#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	43.98
				NICOR GAS (825 MIDWAY)	570-235	20	45.90
				NICOR GAS (7760 QUINCY)	630-235	30	173.31
				NICOR GAS	725-415	35	55.67
				CHECK APCHK 102306 TOTAL FOR FUND 01:			318.86
08/12/2024	APCH	102307#	NJ RYAN TREE & LANDSCAPE LLC	LANDSCAPE MAINTENANCE SERVICES	565-342	20	8,600.00
				TREE MAINTENANCE	750-338	35	14,600.00
				TREE MAINTENANCE	750-338	35	61,590.00
				CHECK APCHK 102307 TOTAL FOR FUND 01:			84,790.00
08/12/2024	APCH	102308	NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	350.00
08/12/2024	APCH	102310#	OCCUPATIONAL HEALTH CENTERS	PERSONNEL RECRUITMENT	455-131	10	381.00
				PERSONNEL RECRUITMENT	630-131	30	386.00
				CHECK APCHK 102310 TOTAL FOR FUND 01:			767.00
08/12/2024	APCH	102311	ODELSON, MURPHEY, FRAZIER	FEES - VILLAGE ATTORNEY	470-239	10	462.50
08/12/2024	APCH	102312	ORBIS SOLUTIONS	OFFICE SUPPLIES	455-301	10	170.00
08/12/2024	APCH	102313	OVIDIO SALGADO	ACTIVE ADULT PROGRAM	590-517	20	400.00
08/12/2024	APCH	102315	PATRICK BAIO	ACTIVE ADULT PROGRAM	590-517	20	235.20
08/12/2024	APCH	102316	PILGRIM PRODUCTIONS INC.	ACTIVE ADULT PROGRAM	590-517	20	200.00
08/12/2024	APCH	102318	PREMIER WORLD DISCOVERY	ACTIVE ADULT PROGRAM	590-517	20	43,401.70
08/12/2024	APCH	102319	PROMOMENTS	ACTIVE ADULT PROGRAM	590-517	20	1,000.00
08/12/2024	APCH	102320	RAGS ELECTRIC, INC	MAINTENANCE - EQUIPMENT	570-411	20	985.18
08/12/2024	APCH	102321	RATHS, RATHS & JOHNSON, INC.	ENGINEERING SERVICES	820-262	40	783.00
				ENGINEERING SERVICES	820-262	40	1,294.00
				CHECK APCHK 102321 TOTAL FOR FUND 01:			2,077.00
08/12/2024	APCH	102322	READY REFRESH	COMMISSARY PROVISION	455-355	10	402.36
08/12/2024	APCH	102323	RIALTO SQUARE THEATRE	ACTIVE ADULT PROGRAM	590-517	20	360.00
08/12/2024	APCH	102324	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	228.57
08/12/2024	APCH	102325	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	1,235.50
				BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	3,926.76

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				CHECK APCHK 102325 TOTAL FOR FUND 01:			5,162.26
08/12/2024	APCH	102326	SCHWEIZER EMBLEM COMPANY	COMMODITIES	670-331	30	378.00
08/12/2024	APCH	102327#	SEMMER LANDSCAPE	LANDSCAPE MAINTENANCE SERVICES	565-342	20	10,558.13
				LANDSCAPE MAINTENANCE SERVICES	565-342	20	10,874.87
				ROUTE 83 BEAUTIFICATION	755-281	35	10,558.12
				ROUTE 83 BEAUTIFICATION	755-281	35	10,874.87
				CHECK APCHK 102327 TOTAL FOR FUND 01:			42,865.99
08/12/2024	APCH	102328	SIKICH LLP	AUDIT SERVICES	620-251	25	7,710.00
08/12/2024	APCH	102329	SUBURBAN DOOR CHECK & LOCK SERVI	MAINTENANCE - EQUIPMENT	570-411	20	258.00
08/12/2024	APCH	102331*#	TAMELING INDUSTRIES	MAINTENANCE SUPPLIES	570-331	20	211.03
				MAINTENANCE	725-410	35	1,665.00
				CHECK APCHK 102331 TOTAL FOR FUND 01:			1,876.03
08/12/2024	APCH	102332	THE GOODMAN THEATRE	ACTIVE ADULT PROGRAM	590-517	20	4,080.00
08/12/2024	APCH	102333	THE ROYAL TEA ROOM LLC.	ACTIVE ADULT PROGRAM	590-517	20	1,390.00
08/12/2024	APCH	102334	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	430.00
				ELEVATOR INSPECTION	830-117	40	301.00
				CHECK APCHK 102334 TOTAL FOR FUND 01:			731.00
08/12/2024	APCH	102335	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	216.21
08/12/2024	APCH	102336	TRANSUNION RISK AND ALTERNATIVE	FEES/DUES/SUBSCRIPTIONS	630-307	30	98.80
08/12/2024	APCH	102338*#	UNDERGROUND PIPE SOLUTIONS	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	5,200.00
08/12/2024	APCH	102339	UNITED STATE POSTAL SERVICE	PRINTING & PUBLISHING	550-302	20	2,144.26
08/12/2024	APCH	102342	VESCO OIL CORPORATION	MAINTENANCE - VEHICLES	630-409	30	1,019.70
08/12/2024	APCH	102343	VESTIS GROUP, INC.	OPERATING EQUIPMENT	630-401	30	166.40
08/12/2024	APCH	102344#	WAREHOUSE DIRECT, INC.	PUBLIC RELATIONS	420-365	05	233.98
				UNIFORMS	401-315	10	133.75
				CHECK APCHK 102344 TOTAL FOR FUND 01:			367.73
08/12/2024	APCH	102345	WILLOWBROOK FORD INC.	MAINTENANCE - BUILDING	630-228	30	369.48
08/12/2024	APCH	102346	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	60.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
08/12/2024	APCH	390 (E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	39.54
				COMMISSARY PROVISION	455-355	10	77.12
				FURNITURE & OFFICE EQUIPMENT	540-611	15	55.95
				OFFICE SUPPLIES	630-301	30	259.14
				OPERATING EQUIPMENT	630-401	30	241.77
				CHECK APCHK 390(E) TOTAL FOR FUND 01:			673.52
				Total for fund 01 GENERAL FUND			512,275.09

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
08/06/2024	APCH	102233#	IL ENVIRONMENTAL PROTECTION AGEN	IEPA LOAN PAYABLE - CURRENT	280-114	00	21,599.65
				INTEREST - IEPA LOAN	449-105	50	5,624.45
				CHECK APCHK 102233 TOTAL FOR FUND 02:			27,224.10
08/12/2024	APCH	102239	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	736.00
08/12/2024	APCH	102246	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	500.00
				WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	500.00
				CHECK APCHK 102246 TOTAL FOR FUND 02:			1,000.00
08/12/2024	APCH	102264	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	200.00
08/12/2024	APCH	102265*#	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	5,500.00
				SPOILS HAULING SERVICES	430-280	50	3,850.00
				CHECK APCHK 102265 TOTAL FOR FUND 02:			9,350.00
08/12/2024	APCH	102271*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	5,424.49
				HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,365.48
				CHECK APCHK 102271 TOTAL FOR FUND 02:			6,789.97
08/12/2024	APCH	102272	GRAINGER	VEHICLE MAINTENANCE	401-350	50	1,215.27
				VEHICLE MAINTENANCE	401-350	50	189.00
				CHECK APCHK 102272 TOTAL FOR FUND 02:			1,404.27
08/12/2024	APCH	102279	HINSDALE NURSERIES, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,326.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	336.00
				CHECK APCHK 102279 TOTAL FOR FUND 02:			3,662.00
08/12/2024	APCH	102281*#	HOME DEPOT CREDIT SERVICES	VEHICLE MAINTENANCE	401-350	50	87.92
				STREET IMPROVEMENTS SERVICES	430-281	50	447.88
				CHECK APCHK 102281 TOTAL FOR FUND 02:			535.80
08/12/2024	APCH	102284	ILLINOIS TOLLWAY	VEHICLE MAINTENANCE	401-350	50	36.20
08/12/2024	APCH	102287	JSN CONTRACTORS SUPPLY	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	595.00
				MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	390.00
				CHECK APCHK 102287 TOTAL FOR FUND 02:			985.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
08/12/2024	APCH	102292*#	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,796.20
08/12/2024	APCH	102295*#	LA FASTENERS INC	VEHICLE MAINTENANCE	401-350	50	52.22
08/12/2024	APCH	102297*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	9,100.00
08/12/2024	APCH	102301	METROPOLITAN INDUSTRIES INC	EDP LICENSES	417-263	50	138.00
08/12/2024	APCH	102302*#	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	1,925.56
08/12/2024	APCH	102303	MIDWEST METER INC	NEW METERING EQUIPMENT	435-461	50	252.98
				NEW METERING EQUIPMENT	435-461	50	581.00
				CHECK APCHK 102303 TOTAL FOR FUND 02:			833.98
08/12/2024	APCH	102314	PACE ANALYTICAL SERVICES, LCC	SAMPLING ANALYSIS	420-362	50	56.00
08/12/2024	APCH	102330	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,774.70
				STREET IMPROVEMENTS SERVICES	430-281	50	5,460.00
				CHECK APCHK 102330 TOTAL FOR FUND 02:			10,234.70
08/12/2024	APCH	102331*#	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,078.74
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	806.96
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	613.80
				STREET IMPROVEMENTS SERVICES	430-281	50	38.70
				CHECK APCHK 102331 TOTAL FOR FUND 02:			3,538.20
08/12/2024	APCH	102337	TWIG TECHNOLOGIES & RUETTIGER,	SPECIAL PROJECTS	401-310	50	13,263.20
08/12/2024	APCH	102338*#	UNDERGROUND PIPE SOLUTIONS	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,800.00
08/12/2024	APCH	102341	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50	893.23
				POSTAGE & METER RENT	401-311	50	829.98
				CHECK APCHK 102341 TOTAL FOR FUND 02:			1,723.21
08/12/2024	APCH	391(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	184,759.38
				Total for fund 02 WATER FUND			284,143.99

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
08/12/2024	APCH	102271*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	455.16
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			455.16

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount		
Fund: 17 SERIES 2022 BOND									
08/12/2024	APCH	102300	MALLON AND ASSOCIATES, INC.	OTHER PROFESSIONAL SERVICE (WEDP)	540-425	80	5,101.48		
				OTHER PROFESSIONAL SERVICE (WEDP)	540-425	80	5,058.19		
				CHECK APCHK 102300 TOTAL FOR FUND 17:					10,159.67
				Total for fund 17 SERIES 2022 BOND					10,159.67
TOTAL - ALL FUNDS							1,352,630.75		

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



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.d.

DATE: August 12, 2024

SUBJECT:

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE BURR RIDGE PARK DISTRICT TO PROVIDE COOPERATIVE RECREATIONAL SERVICES TO THE VILLAGE OF WILLOWBROOK

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

The purpose of this item is to update the current Intergovernmental Agreement between the Village of Willowbrook and the Burr Ridge Park District (BRPD).

PREVIOUS ACTION TAKEN

At the February 26, 2024 Committee of the Whole meeting, the Board gave unanimous support for the IGA.

BACKGROUND/SUMMARY

The Village of Willowbrook and Burr Ridge Park District entered into an Intergovernmental Agreement on June 13th, 2022, that outlined the relationship between BRPD and the Village in regard to programming. In February 2024, staff presented the specific changes and spirit of the agreement to the Board. Included was some very specific language in regard to a former employee and the Active Adult program. After the departure of said former employee, some updates to the agreement were required. Jim Pacanowski, Executive Director of Burr Ridge Park District and Director Kleefisch engaged in conversations about amending the agreement to better reflect the current spirit of the agreement. As a result, some changes were proposed that each party felt were equitable and in the best interest of each party. At each organization, the Boards have had an opportunity to provide feedback and agree to the terms.

Burr Ridge Park District agreed to the agreement on August 1st, 2024. The changes that were made to the IGA were to remove specific employees and positions to avoid a situation where a specific person or position may not be involved in the future. Instead, all language refers to the two entities alone, Burr Ridge Park District and Village of Willowbrook. In addition, language in the agreement was corrected to accurately depict the process and agreement between both parties. Each party acknowledges that they will avoid direct competition or conflict with the other or outside parties that would hurt the others' interest. The IGA also allows for working collaboratively to discuss and design future seasonal program offerings for the residents of each community. Both organizations are committed to working together in the best collective interest of the residents to maximize recreational opportunities and reduce conflict and duplication of services. Staff members of both communities have been participating in this effort for the past year in good faith.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDED ACTION:

Staff recommends an update to the Intergovernmental Agreement with the Burr Ridge Park District.

RESOLUTION NO. 24-R- ____

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF WILLOWBROOK AND THE BURR RIDGE PARK
DISTRICT TO PROVIDE COOPERATIVE RECREATIONAL SERVICES TO THE
VILLAGE OF WILLOWBROOK**

WHEREAS, the Village of Willowbrook, Illinois (the “Village”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Burr Ridge Park District (“BRPD”) is a park district organized and existing pursuant to the Provisions of the Park District Code 70 ILCS 1205/1, *et. seq.*; and

WHEREAS, the Village has the authority, pursuant to the 1970 Illinois Constitution (Art. VII, Sec. 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) to enter into Intergovernmental Agreements; and

WHEREAS, the Village and BRPD were parties to a certain Intergovernmental Agreement between the Village and BRPD approved by the corporate authorities of the Village on June 13, 2022; and

WHEREAS, the Village and BRPD wish to terminate the Intergovernmental Agreement approved by the corporate authorities on June 13, 2022 and enter into a new Intergovernmental Agreement which more accurately reflects the cooperative recreational services and programs of the parties; and

WHEREAS, the corporate authorities of the Village have determined that it is necessary, desirable and in the best interests of the residents and visitors of the Village to enter into a new

Intergovernmental Agreement with the BRPD for the provision of Recreational Services and Recreational Programs to the Village.

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

SECTION 1: It is hereby determined that it is advisable, necessary and in the public interest that the Village to terminate the previous Intergovernmental Agreement with the BRPD and enter into a new Intergovernmental Agreement with the BRPD upon the terms and conditions set forth in the Agreement, a copy of which is attached hereto, identified as Exhibit “A” and made a part hereof, which Agreement is hereby approved.

SECTION 2: The Mayor is hereby authorized and directed to execute and the Village Clerk is hereby authorized and directed to attest the Intergovernmental Agreement attached hereto as Exhibit “A”.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and APPROVED this 12th day of August, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**Intergovernmental Agreement By and Between
the Village of Willowbrook and the Burr Ridge Park District**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK
AND THE BURR RIDGE PARK DISTRICT TO PROVIDE COOPERATIVE RECREATIONAL
SERVICES**

This Agreement is made and entered into this _____ day of _____ between the Village of Willowbrook, Illinois, a municipal corporation, (the “Village”) and the Burr Ridge Park District (the “BRPD”)(collectively the “parties”).

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

WHEREAS, Illinois Compiled Statutes, Chapter 5, Act 220, Section 1, et seq., entitled the “Intergovernmental Cooperation Act,” provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with another unit of local government; and

WHEREAS, both the Village and BRPD provide recreational programming and recreational services to their respective residents; and

WHEREAS, the Village and BRPD have determined that it is beneficial and in the best interest of the Parties to combine several aspects of park and recreational programming and participation under the terms and conditions as hereinafter set forth; and

WHEREAS, both the Village and BRPD find that combining aspects of their respective park and recreational programming will further serve the residents of the Village and BRPD by enhancing recreational opportunities.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, it is agreed by and between the Village of Willowbrook and the Burr Ridge Park District as follows:

1. The foregoing preambles are incorporated herein and constitute a part of this Agreement.
2. All residents within the corporate boundaries of the Village shall continue to be granted BRPD residency status for the purpose of fees charged for recreation program services by the BRPD.
3. All residents within the corporate boundaries of the BRPD shall be granted residency status for the purpose of fees charged for recreation program services by the Village.
4. The BRPD and Village agree to discuss seasonal programming opportunities in a collaborative manner to avoid direct competition or conflict, while remaining flexible to the changing wants and needs of the communities’ recreational desires. Both entities will work in the best interest of each other and avoid outside competition or conflict that would harm the other entities’ interest. Both entities will be provided four (4) pages in each entities seasonal programming guides. In addition, both entities will have the right to request non-publication of any programming – such as ads for outside groups.
5. The Village shall be solely responsible for all elements of Active Adult program development, structure implementation and evaluation, and evaluation for senior and club programs.

6. BRPD staff and Village staff/officials shall meet on an as needed basis for the purpose of coordinating dates, schedules, and other initiatives, or opportunities regarding recreational programs and services.
7. BRPD and the Village agree to indemnify, defend, protect, and hold the other, their representatives, officials, officers, agents, employees, and contractors free, harmless and indemnified from and against any and all claims, demands, losses, damages, liabilities, fines, charges (collectively the "Losses) directly or approximately caused by the negligent or willful and wanton actions of others.
8. During the term of this Agreement BRPD and the Village shall each obtain and maintain at all times General Liability/Bodily injury/Property Damage Insurance in an amount no less than One Million (\$1,000,000.00) Dollars combined single limit coverage. Such insurance policies shall name the other Party as an additional insured with respect to any and all liability arising out of or in connection with the programs and uses of property contemplated by this Agreement. Each Party shall serve the other with a copy of the Certificate of Insurance, naming the other Party as an additional insured, and such insurance shall not be cancelled or materially altered to reduce the policy limits unless the other Party has received at least thirty (30) days' advanced written notice of such cancellation or change.
9. TERMINATION: This agreement begins on _____ and will extend into perpetuity. Either Party may terminate this Agreement for any reason by providing the other with 120-day notice which shall correspond with the end of the programming cycle in advanced written notice of termination. Notice of termination shall be served if to the Village, at the corporate offices of the Village or, if the BRPD, at the corporate offices of BRPD.

Village of Willowbrook

Signature: _____

Date: _____

Burr Ridge Park District

Signature: _____

Date: _____

James A. Pacanowski

8/1/24



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.e.

DATE: August 12, 2024

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM ORBIS SOLUTIONS, INC. TO PROVIDE NETWORK INFORMATION TECHNOLOGY ("IT") UPGRADES TO THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$55,034.88

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To approve a resolution with Orbis IT for a server upgrade.

PREVIOUS ACTION TAKEN

At the July 22, 2024 Committee of the Whole meeting, the Board gave unanimous support to move forward with the proposal.

BACKGROUND/SUMMARY

The Village's current Hypervisor infrastructure consists of two servers utilizing Microsoft Hyper-V with local storage. After six years of operation, the infrastructure has begun to show signs of failing hardware, leading to increased maintenance costs, potential data loss, and growing security vulnerabilities.

Current Infrastructure Status:

- Two servers using Microsoft Hyper-V
- Local storage for each server
- Issues observed: frequent hardware failures, limited scalability, performance constraints, and growing security vulnerabilities.

Proposed Upgrade:

- Transition from Microsoft Hyper-V to VMware
- Deployment of two new host servers
- Implementation of a shared storage array



Reasons for the Upgrade:

1. **Improved Security:** VMware offers advanced security features such as encryption, secure boot, and better isolation between virtual machines. This will enhance the protection of the Village's data and systems from potential threats more effectively than the current Hyper-V setup.
2. **Increased Redundancy and Reliability:** With VMware, the introduction of shared storage enables high availability (HA) and fault tolerance (FT). This allows virtual machines to seamlessly move between hosts in the event of hardware failure, minimizing downtime and ensuring continuous operation of critical services.
3. **Better Performance and Scalability:** VMware's advanced virtualization technology provides better resource allocation and management, leading to improved performance of applications and services. VMware's scalability options will facilitate smooth expansions as the Village's IT needs grow without significant disruptions.
4. **Addressing Aging Infrastructure:** The current servers and local storage are nearing the end of their lifecycle, with increasing risks of hardware failures. Upgrading to modern hardware with VMware will replace failing components and extend the lifespan of the Village's IT infrastructure.
5. **Cost Efficiency in the Long Run:** Although the initial investment for the upgrade is substantial, the long-term benefits include reduced maintenance costs, fewer disruptions, and lower risks of data loss. Investing in reliable and secure infrastructure now will save costs associated with emergency repairs and data recovery in the future.

Upgrading the Village's Hypervisor infrastructure from Microsoft Hyper-V to VMware, including the purchase and installation of two new host servers and a shared storage array, is a strategic move to enhance the security, reliability, and performance of the Village's IT systems. This upgrade addresses the current challenges of failing hardware and limited capabilities, providing a robust foundation for future growth and technological advancements.

RECOMMENDED ACTION

Staff recommends approval of the proposed upgrade of the Village's Hypervisor infrastructure from Microsoft Hyper-V to VMware, including the purchase and installation of two new host servers and a shared storage array, to ensure the Village's infrastructure meets current and future demands efficiently and securely.

FINANCIAL IMPACT

This will require a budget amendment of \$50,000. A motion for the amendment will be brought before the Board at a later date.

RECOMMENDED ACTION:

Staff recommends approval of the project to upgrade the Village's network infrastructure.

RESOLUTION NO. 24-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A
PROPOSAL FROM ORBIS SOLUTIONS, INC. TO PROVIDE NETWORK
INFORMATION TECHNOLOGY (“IT”) UPGRADES TO THE VILLAGE OF
WILLOWBROOK AT A COST NOT TO EXCEED \$55,034.88**

WHEREAS, the corporate authorities of the Village of Willowbrook (“Village”) have determined it is necessary and in the best interest of the Village to upgrade the Village’s Hypervisor infrastructure from Microsoft Hyper-V to VMware, including the purchase of two (2) new host servers and a shared storage array, to ensure the Village’s infrastructure meets current and future demands efficiently and securely (“IT server infrastructure upgrades”); and

WHEREAS, Orbis Solutions, Inc. has made an acceptable proposal to the Village to provide the required IT server infrastructure upgrades; and

WHEREAS, the corporate authorities of the Village of Willowbrook have a past satisfactory relationship with Orbis Solutions, Inc. with respect to the provision of IT managed services; and

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 proposal submitted by Orbis Solutions, Inc. to provide professional IT infrastructure upgrades to the Village, is hereby accepted and approved upon the terms and conditions set forth in that certain proposal attached hereto as Exhibit “A”, and made a part hereof, at a total cost not to exceed \$55,034.88.

SECTION 2: The Village Mayor is hereby authorized and directed to execute that certain proposal, on behalf of the Village, with Orbis Solutions, Inc., a copy of which is attached hereto as Exhibit “A” and made a part hereof.

SECTION 3: The Village Clerk is hereby directed to attest to the signature of the Mayor.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED this 12th day of August, 2024, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

Orbis Solutions, Inc.’s Infrastructure Upgrade Proposal






Proposal To:
Village Of Willowbrook

For:
VMWare Infrastructure Upgrade

July 19, 2024

IT ROOM

VMWARE INFRASTRUCTURE

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	2	Dell 210-BJTR PowerEdge R360 Server, Xenon E-2468 Processor, 96GB RAM	\$8,200.00	\$16,400.00	\$2,160.00	\$4,320.00	\$20,720.00
	1	CyberNetics iSAN-1224S iSCSI SAN 1224S, dual controller chassis with two hot-swappable modular controllers, 16GB SAN tiering cache (8GB per ctrlr), four 1GbE ports (two data/admin per ctrlr), four USB ports (two per ctrlr). 24 2.5-inch bays, 2U, two upgrade card slot per node; dual hotswappable power supplies, rack kit; SAN mgt suite: snapshots w/ deduplication (256 per LUN), unlimited LUNs w/ dynamic expansion, site-to-site WAN replication support, fail-over support, removable disk & tape backup features. Two year warranty with Express Depot service.	\$31,000.00	\$31,000.00	\$1,440.00	\$1,440.00	\$32,440.00
	1	VMware VS8-STD-SK-TLSS-1Y-C VMware vSphere Standard (v. 8) - Commitment Plan (1 year) Purchased direct thru CDWG	\$1,874.88	\$1,874.88	\$0.00	\$0.00	\$1,874.88
VMWARE INFRASTRUCTURE TOTAL							\$55,034.88
IT ROOM TOTAL							\$55,034.88

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
To be determined

EQUIPMENT TOTAL	\$49,274.88
SHIPPING TOTAL	\$0.00
<hr/>	
LABOR TOTAL	\$5,760.00
<hr/>	
SUBTOTAL	\$55,034.88
TOTAL SALES TAX	\$0.00
PROJECT TOTAL	\$55,034.88

TERMS

I accept this proposal and hereby authorize Orbis Solutions Inc to proceed with the delivery of the included systems at the facilities of Village Of Willowbrook at Willowbrook, IL as described in the totality of this document. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until Village Of Willowbrook and Orbis Solutions Inc agree to such additional or alternate understandings in writing. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by Village Of Willowbrook and Orbis Solutions Inc. This proposal is valid only if accepted in writing by Village Of Willowbrook.

ACCEPTANCE

VILLAGE OF WILLOWBROOK

SIGNED

DATE

PRINT NAME

TITLE

ORBIS SOLUTIONS INC

SIGNED

DATE

PRINT NAME

TITLE



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.a.

DATE: August 12, 2024

SUBJECT:

MOTOR FUEL TAX APPROPRIATION FOR BULK ROCK SALT PURCHASE

i. A RESOLUTION OF THE VILLAGE OF WILLOWBROOK UNDER THE PROVISIONS OF THE ILLINOIS HIGHWAY CODE APPROPRIATING THE SUM OF \$165,315.00 OF MOTOR FUEL TAX FUNDS

ii. A RESOLUTION AUTHORIZING THE PURCHASE OF UNTREATED BULK ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK FOR THE 2024/2025 WINTER SEASON

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Rick Valent, Director of Public Works

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is seeking approval to appropriate Motor Fuel Tax (MFT) funds for use in the maintenance of roads and the purchase of untreated bulk rock salt through the DuPage County joint bid contract.

BACKGROUND/SUMMARY

The Illinois Department of Transportation (IDOT) allows a local governmental agency to utilize Motor Fuel Tax funds for the purposes of maintaining road surfaces, traffic control devices, and safety items. To utilize these funds, the Board must agree to specific IDOT requirements and follow bidding procedures to be approved for the appropriation of funds.

Staff identified four areas of maintenance that qualify for MFT appropriation, asphalt patching, asphalt crack filling, thermoplastic pavement marking, and bulk road salt. Working with the Village's consulting engineers, areas of the community were evaluated while consideration was given to the quantity of road salt needed for the 2024-2025 winter season. Estimated costs for maintenance of paved surfaces are \$115,750, purchase of road salt \$44,340, and engineering fees \$5,225, for a total fund appropriation of \$165,315.00.

Concurrent with the Board's approval to appropriate MFT funds of \$165,315, is the approval to expend \$44,340 for bulk road salt. As in years past, the DuPage County Division of Transportation has conducted and completed the bidding process on behalf of multiple municipalities. The bidding process followed procedures required by IDOT for MFT appropriation and orders could be placed as early as April 2024. DuPage County received two bids with pricing as follows:

	Morton Salt	Compass Materials
Price per ton	\$73.90	\$74.28



Staff estimates the need for 600 tons in the 2024-2025 winter season, equivalent to 100% of the Village's order. This is a reduction of 300 tons from the 2023-2024 winter season. Morton Salt's early and standard delivery process allows for a minimum purchase of 80%, with an option for as much as 130% at the same price. With approximately 500 tons from the previous season currently on hand stored at Public Works, it is quite possible that less than 100% could be ordered, reducing the overall \$44,340 expenditure.

FINANCIAL IMPACT

Appropriation of Motor Fuel Tax funds in the amount of \$165,315 upon approval from IDOT. The approved budget for these items totaled \$171,623, which results in \$6,308 savings.

RECOMMENDED ACTION:

Staff recommends the appropriation of Motor Fuel Tax (MFT) funds for use in the maintenance of roads and the purchase of untreated bulk rock salt through the DuPage County joint bid contract.



Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost For

 Municipality

Local Public Agency	County	Section Number	Maintenance Period	
			Beginning	Ending
Village of Willowbrook	DuPage	24-00000-00-GM	05/01/24	04/30/25

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow & Ice Control	I	No	Rock Salt - Bulk (County Purchase)	Ton	600	\$73.90	\$44,340.00	\$44,340.00
Pavement Markings 24-00000-01-GM	I	No	Thermoplastic Pavement Markings	Foot	32,000	\$1.00	\$32,000.00	\$32,000.00
Crack Filling 24-00000-02-GM	IIB		Crack Filling	Pound	13,000	\$2.00	\$26,000.00	\$26,000.00
Pavement Patching 24-00000-03-GM	IIB		Pavement Patching	S. Y.	825	\$70.00	\$57,750.00	\$57,750.00
Total Operation Cost								\$160,090.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$44,340.00			\$44,340.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$115,750.00			\$115,750.00
Maintenance Total	\$160,090.00			\$160,090.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$3,237.50			\$3,237.50
Engineering Inspection	\$1,987.50			\$1,987.50
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total	\$5,225.00			\$5,225.00
Total Estimated Maintenance	\$165,315.00			\$165,315.00

Remarks

--

Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Village of Willowbrook	DuPage	24-00000-00-GM	05/01/24	04/30/25

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date

Department of Transportation

IDOT Department Use Only

Received Location Received Date Additional Location?

☐

WMFT Entry By

Entry Date



Request for Expenditure/Authorization of Motor Fuel Tax Funds

Local Public Agency

Willowbrook

Type

Village

County

DuPage

Section Number

24-00000-00-GM

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Motor Fuel Tax Amount	Rebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses		n/a
Contract Construction		
Day Labor Construction		
Engineering		
Engineering Investigations		
IMRF/Social Security		n/a
Maintenance	\$160,090.00	
Maintenance Engineering	\$5,225.00	
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
TOTAL	\$165,315.00	

Comments

Local Public Agency Official Signature & Date

Title

Frank A. Trilla, Mayor

Approved

Regional Engineer Signature & Date
Department of Transportation

Department of Transportation Use

Entered By

Date

Itemization of Right-of-Way Request

[illegible]



Illinois Department of Transportation

Maintenance Engineering to be Performed by a Consulting Engineer

Local Public Agency

Village of Willowbrook

County

DuPage

Section Number

24-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

☐ ≤ \$20,000 Base Fee

☒ > \$20,000 Base Fee = \$1,250.00

PLUS

Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%		1%		
IIB	3%	3%	3%	3%	
III	4%		4%		
IV	5%		6%		

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:

Local Public Agency Signature & Date

Title

BY:

Consulting Engineer Signature & Date

Scott A. Soderstrom 8/1/24

Title

Scott A. Soderstrom, P.E., Village Engineer

P.E. Seal & Date

8/1/24



Exp. 11/20/25

Approved:

Regional Engineer, IDOT Signature & Date

Completed 08/01/24

BLR 05520 (Rev. 07/13/22)

RESOLUTION NO. 24-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK UNDER THE
PROVISIONS OF THE ILLINOIS HIGHWAY CODE APPROPRIATING THE SUM OF
\$165,315.00 OF MOTOR FUEL TAX FUNDS**

WHEREAS, the corporate authorities of the Village of Willowbrook, DuPage County, Illinois, have determined that it is necessary, proper and in the best interest of the Village to appropriate the sum of One Hundred Sixty-Five Thousand Three Hundred Fifteen and 00/100ths Dollars (\$165,315.00) of Motor Fuel Tax funds for the purpose of various road improvements and maintenance in the Village of Willowbrook under applicable provisions of the Illinois Highway Code from May 1, 2024 to April 30, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that there is hereby appropriated, for the purpose of roadway improvements and maintenance, the sum of One Hundred Sixty-Five Thousand Three Hundred Fifteen and 00/100ths Dollars (\$165,315.00) from Motor Fuel Tax funds for the period of May 1, 2024 to April 30, 2025, all as set forth in that certain Illinois Department of Transportation Resolution for Maintenance, attached hereto as Exhibit “A” and made a part hereof.

BE IT FURTHER RESOLVED that the Clerk of the Village of Willowbrook is directed to execute the attached Resolution, as indicated, and to transmit four (4) certified originals of the attached Resolution to the district office of the Illinois Department of Transportation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this 12th day of August, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**ILLINOIS DEPARTMENT OF TRANSPORTATION
RESOLUTION FOR MAINTENANCE**



District	County	Resolution Number	Resolution Type	Section Number
1	DuPage	24-R-	Original	24-00000-00-GM

BE IT RESOLVED, by the Board of the Village of
Governing Body Type Local Public Agency Type
Willowbrook Illinois that there is hereby appropriated the sum of
Name of Local Public Agency

One Hundred Sixty Five Thousand & Three Hundred & Fifteen Dollars & 00/100 Dollars (\$165,315.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/24 to 04/30/25
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Willowbrook
Local Public Agency Type Name of Local Public Agency

shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Deborah A. Hahn Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type

of Willowbrook in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Willowbrook at a meeting held on 08/12/24
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this August, 2024
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

APPROVED

Regional Engineer Signature & Date
Department of Transportation

--



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.a.

DATE: August 12, 2024

SUBJECT:

MOTOR FUEL TAX APPROPRIATION FOR BULK ROCK SALT PURCHASE

i. A RESOLUTION OF THE VILLAGE OF WILLOWBROOK UNDER THE PROVISIONS OF THE ILLINOIS HIGHWAY CODE APPROPRIATING THE SUM OF \$165,315.00 OF MOTOR FUEL TAX FUNDS

ii. A RESOLUTION AUTHORIZING THE PURCHASE OF UNTREATED BULK ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK FOR THE 2024/2025 WINTER SEASON

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Rick Valent, Director of Public Works

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is seeking approval to appropriate Motor Fuel Tax (MFT) funds for use in the maintenance of roads and the purchase of untreated bulk rock salt through the DuPage County joint bid contract.

BACKGROUND/SUMMARY

The Illinois Department of Transportation (IDOT) allows a local governmental agency to utilize Motor Fuel Tax funds for the purposes of maintaining road surfaces, traffic control devices, and safety items. To utilize these funds, the Board must agree to specific IDOT requirements and follow bidding procedures to be approved for the appropriation of funds.

Staff identified four areas of maintenance that qualify for MFT appropriation, asphalt patching, asphalt crack filling, thermoplastic pavement marking, and bulk road salt. Working with the Village's consulting engineers, areas of the community were evaluated while consideration was given to the quantity of road salt needed for the 2024-2025 winter season. Estimated costs for maintenance of paved surfaces are \$115,750, purchase of road salt \$44,340, and engineering fees \$5,225, for a total fund appropriation of \$165,315.00.

Concurrent with the Board's approval to appropriate MFT funds of \$165,315, is the approval to expend \$44,340 for bulk road salt. As in years past, the DuPage County Division of Transportation has conducted and completed the bidding process on behalf of multiple municipalities. The bidding process followed procedures required by IDOT for MFT appropriation and orders could be placed as early as April 2024. DuPage County received two bids with pricing as follows:

	Morton Salt	Compass Materials
Price per ton	\$73.90	\$74.28



Staff estimates the need for 600 tons in the 2024-2025 winter season, equivalent to 100% of the Village's order. This is a reduction of 300 tons from the 2023-2024 winter season. Morton Salt's early and standard delivery process allows for a minimum purchase of 80%, with an option for as much as 130% at the same price. With approximately 500 tons from the previous season currently on hand stored at Public Works, it is quite possible that less than 100% could be ordered, reducing the overall \$44,340 expenditure.

FINANCIAL IMPACT

Appropriation of Motor Fuel Tax funds in the amount of \$165,315 upon approval from IDOT. The approved budget for these items totaled \$171,623, which results in \$6,308 savings.

RECOMMENDED ACTION:

Staff recommends the appropriation of Motor Fuel Tax (MFT) funds for use in the maintenance of roads and the purchase of untreated bulk rock salt through the DuPage County joint bid contract.

RESOLUTION NO. 24-R-

**A RESOLUTION AUTHORIZING THE PURCHASE
OF UNTREATED BULK ROCK SALT FOR USE WITHIN
THE VILLAGE OF WILLOWBROOK FOR THE 2024/2025 WINTER SEASON**

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook (the “Village”), it is advisable, necessary, and in the public interest that the Village purchase Untreated Rock Salt (“Rock Salt”) for roadway use during the 2024/2025 winter season; and

WHEREAS, the County of DuPage Office of Central Management Services competitively bid for Untreated Rock Salt for the 2024/2025 winter season; and

WHEREAS, of the bids received and reviewed by DuPage County, the lowest bid for the provision of untreated Rock Salt for the 2024/2025 winter season is Morton Salt, Inc. at a price of Seventy-Three and 90/100ths Dollars (\$73.90) per ton for Untreated Rock Salt; and

WHEREAS, the Village desires to purchase Untreated Rock Salt through the DuPage County Program; and

WHEREAS, a majority of the corporate authorities find it in the Village’s best interest to purchase up to 600 tons of Untreated Rock Salt from Morton Salt, Inc. at a cost of Seventy-Three and 90/100ths Dollars (\$73.90) per ton for Untreated Rock Salt.

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

SECTION 1: The corporate authorities hereby incorporate the foregoing preamble clauses into this resolution.

SECTION 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village purchase the Village’s anticipated Untreated Rock Salt requirement for the

2024/2025 winter season from Morton Salt, Inc. at a cost not to exceed Seventy-Three and 90/100ths Dollars (\$73.90) per ton.

SECTION 3: That the Village Administrator be and is hereby authorized and directed to execute all necessary purchase orders, invoices, forms, and other documents related to the purchase of the Untreated Rock Salt.

SECTION 4: That this resolution shall take effect upon its passage, approval and publication in accordance with law.

PASSED and APPROVED this 12th day of August, 2024 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: 7

DATE: August 12, 2024

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CREATION OF A STORMWATER MASTER PLAN BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Rick Valent, Director of Public Works
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

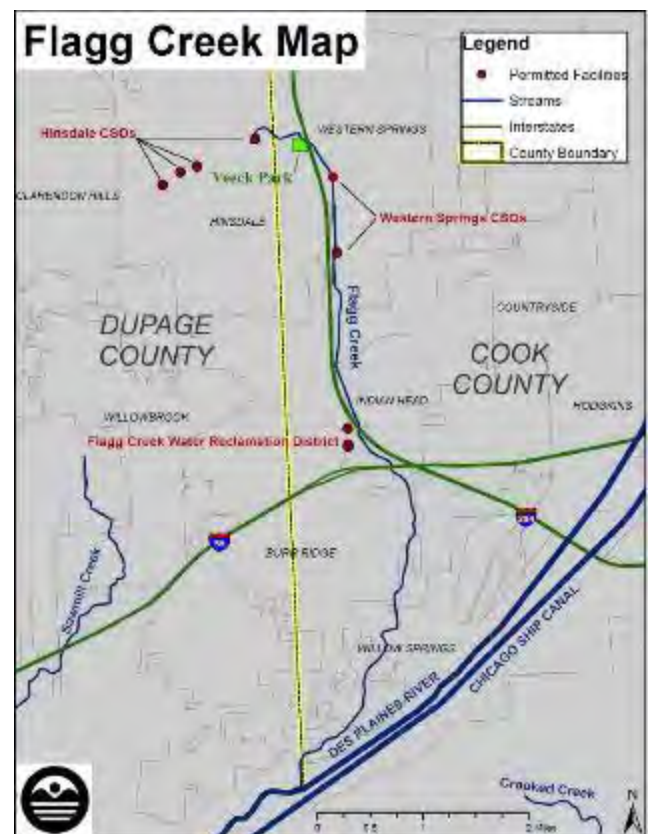
Staff is seeking the Village Board to approve an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional engineering services to create a Stormwater Master Plan at a cost of \$152,080.

BACKGROUND/SUMMARY

The Village's stormwater drainage system is located in the Flagg Creek and Sawmill Creek Watersheds. Sawmill Creek flows from north to south, beginning at 67th Street. Flagg Creek and its tributaries generally flow from west to east through the Village and Sawmill Creek and its tributaries generally flow from north to south, west of IL 83. To continue addressing long-term improvement planning for the drainage system, CBBEL has prepared a scope of services to draft a Stormwater Master Plan that will be a useful tool moving forward.

The first focus area of the study will be the northwest portion of the Village, west of IL 83 and north of 67th Street, within the Flagg Creek watershed. This area west of Clarendon Hills Road has a rural cross section with open ditches to convey runoff from upstream areas, making it a candidate to enclose these ditches and install storm sewer piping for conveyance.

Based on their historical knowledge and hydraulic analysis, CBBEL has identified other areas of concern that will also be included in the Stormwater Master Plan. They will review these drainage concerns to determine if they are caused by insufficient stormwater storage, blocked overland flow routes, and/or limited storm sewer conveyance capacity.





Based on CBBEL's experience and discussions with staff, they have identified the following tasks that will lead to a successful community-wide drainage study.

- Task 1 – Kickoff Meeting with Village Staff
- Task 2 – Data Collection and Review
- Task 3 – Field Reconnaissance
- Task 4 – Field Survey
- Task 5 – Existing Conditions PCSWMM (Personnel Computer Storm Water Management Model) Analysis
- Task 6 – Pre-Project Development Meetings with Village Staff
- Task 7 – Proposed Conditions PCSWMM Analysis
- Task 8 – Post-Project Development Meetings with Village Staff
- Task 9 – T, S, & L (Type, Size and Location) Plan Preparation
- Task 10 – Conceptual Cost Estimates
- Task 11 – Preparation and Submittal of Technical Memorandum and Draft Plan
- Task 12 – Presentation to Village Board
- Task 13 – Preparation and Submittal of Final Plan
- Task 14 – Meetings

The proposed timeline for the process is to begin in August/September 2024.

FINANCIAL IMPACT

Since this is not a budgeted item, it will require a \$152,080.00 budget amendment. A budget amendment will be presented at a future Board meeting.

RECOMMENDED ACTION:

Staff is seeking the Village Board's approval of an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional engineering services to create a Stormwater Master Plan at a cost of \$152,080.

RESOLUTION NO. 24-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS
FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CREATION OF
A STORMWATER MASTER PLAN BY AND BETWEEN CHRISTOPHER B.
BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK**

WHEREAS, the Corporate Authorities of the Village of Willowbrook (the “Village”) have determined that it is in the best interest of the Village to enter into a professional engineering services agreement with Christopher B. Burke Engineering, Ltd. (“CBBEL”) for professional engineering services and First Amendment to General Conditions related to the creation of a Stormwater Master Plan for a total cost not to exceed One Hundred Fifty-Two Thousand Eighty and 00/100ths Dollars (\$152,080.00); and

WHEREAS, the Village has a past satisfactory relationship with CBBEL for the provision of professional engineering services; and

WHEREAS, the Village desires to retain CBBEL to provide the aforesaid professional engineering services to the Village.

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

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

SECTION 2: That the certain Proposals and Agreement, including General Conditions and First Amendment to General Conditions, by and between the Village of Willowbrook and Christopher B. Burke Engineering, Ltd. for professional engineering services for the creation of a Stormwater Master Plan, be and is hereby approved and 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 Professional Services Agreement, attached hereto as Exhibit “A” and made a part hereof, and General Conditions and First Amendment to General Conditions, attached hereto as Exhibit “B: and made a part hereof.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 12th day of August, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**Christopher B. Burke Engineering, Ltd.
Professional Services Agreement**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

July 31, 2024

Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527

Attention: Rick Valent – Director of Public Works

Subject: Proposal for Professional Engineering Services
Village of Willowbrook Stormwater Master Plan

Dear Mr. Valent:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the preparation of a Stormwater Master Plan for the Village of Willowbrook (Village). Included in this proposal is our Understanding of the Assignment, Scope of Services, and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that the Village would like a Stormwater Master Plan (Plan) prepared for the Village's drainage system. The Village is located in the Flagg Creek and Sawmill Creek Watersheds. Sawmill Creek flows from north to south, beginning at 67th Street. Flagg Creek and its tributaries generally flow from west to east through the Village and Sawmill Creek and its tributaries generally flow from north to south, west of IL 83. There is Zone AE regulatory floodplain and floodway associated with Sawmill Creek mainstem and Zone A associated with its tributary. There is both Zone AE regulatory floodplain and floodway and Zone A floodplain associated with Flagg Creek and Zone A associated with its tributary within the Village limits. DuPage County has extensive modeling of the Flagg Creek and Sawmill Creek floodplain areas using the Full Equations Model (FEQ) hydraulic model. The intent of the current scope of services is to study in detail the areas outside of the floodplain where no FEQ model or mapping exists.

It is our understanding that the Village would like to study the drainage system within the Village, with the first focus of the study being the northwest portion of the Village, west of IL 83 and north of 67th Street, within the Flagg Creek watershed. The area west of Clarendon Hills Road has a rural cross section with open ditches to convey the runoff from the upstream areas. We understand that the Village would like to enclose these ditches and install a storm sewer system for conveyance. Due to our historical knowledge, we are aware of drainage issues along 59th Street, west of Clarendon Hills

Road and along the 63rd Street corridor between Clarendon Hills Road and Western Avenue and their upstream tributary areas. Other areas of concern, as identified by the Village and from our hydraulic analysis, will be included in the Stormwater Master Plan. We will review the drainage problems to determine if they are caused by insufficient stormwater storage, blocked overland flow routes and limited storm sewer conveyance capacity.

The Village is similar very to other communities we studied as it has older sections developed prior to current stormwater management practices, as well as newer sections built after implementation of the DuPage County Stormwater and Floodplain Ordinance (DCSFO). Based on a review of historic aerial photography, some residential portions of the Village were constructed as early as the 1960s. Based on our observations, we anticipate that the drainage problems in the older sections are due to insufficient stormwater storage, blocked overland flow routes and limited storm sewer conveyance capacity.

Based on this experience and discussions with Village staff, we are recommending the following Scope of Services for the Village of Willowbrook Stormwater Master Plan.

SCOPE OF SERVICES

CBBEL has identified the tasks that will lead to a successful completion of the Drainage Study:

Task 1 – Kickoff Meeting with Village Staff: CBBEL will attend a kickoff meeting with the Village to memorialize the project goals and schedule. We understand the importance of schedule and will work to perform the highest level of professional service while meeting the schedule set forth by the team. We will obtain all available data from the Village including storm sewer atlases, as-builts, plans, studies, etc. Identification of known drainage problem areas is key to the success of the project.

Task 2 – Data Collection and Review: CBBEL will collect, review and analyze the following data for use in the initial phases of the drainage analysis. CBBEL has performed multiple development and stormwater reviews within the Village and have records to assist in the data collection efforts. We will request records from the Village for data that we do not have in addition to requesting sanitary sewer information from DuPage County Department of Public Works and the Flagg Creek Sanitary District.

- DuPage County 1-foot aerial topographic mapping and LIDAR data,
- Any Village GIS mapping and database information,
- Reported flooding problem areas, photographs, written accounts, etc.,
- All available GIS including utilities, land use, zoning, soils, etc.,
- Historic rainfall data from DuPage County and the Village that resulted in flooding will be reviewed and analyzed,
- Relevant DuPage County, FEMA and IDNR-OWR data for the Village,

- Coordination with local public utilities to obtain copies of their respective utility atlases,
- Previous development reviews performed by CBBEL.

Task 3 – Field Reconnaissance: We will perform a field reconnaissance of the identified flooding areas to gain an understanding of the existing terrain and issues with overland flow routes.

Task 4 – Field Survey: CBBEL will identify the survey needs for the drainage problem areas based on the information previously provided by the Village. We will complete pickup survey where needed of the existing drainage system, overland flow paths. We propose to use County Lidar data, previously reviewed engineering plans received from the Village and from the CBBEL historical files, and survey obtained as part of this task as the main data sources for model development. The survey will focus on critical flood areas and any missing storm sewer data that we determine is imperative for model development. Collected data will include type, diameter, material as well rim and invert elevations.

Task 5 – Existing Conditions PCSWMM Analysis: The hydrologic and hydraulic modeling is the backbone of the technical analysis in the Plan. To evaluate the drainage system, existing storm event level of service and protection, we will utilize the PCSWMM hydrologic and hydraulic models. We will utilize all available information, including any previous modeling, gathered in Task 2, for the existing conditions modeling. DuPage County 1-foot topography as well as the storm sewer data from development plans will be used to delineate subbasins throughout the entire residential area of the Village. NRCS hydrologic methods will be utilized to calculate a unique runoff curve number and time of concentration for each subbasin. We propose to input these subbasins and storm sewer network into PCSWMM modeling software. We will not perform any hydrologic or hydraulic modeling, including FEQ, in areas where there is mapped regulatory floodplain and floodway.

Once the model is developed, we will calibrate the model to historical storm events, where possible, and the results will be compared with historic flooding information. Design storm events will be utilized to run a critical duration analysis for each drainage problem area to determine the level of service and protection for the existing stormwater conveyance system. Due to the proximity of Flagg Creek and Sawmill Creek, we understand that tailwater may impact drainage through the sewer system. CBBEL will analyze both the free outfall condition and tailwater conditions to determine the effect on the sewer system. Design storm events will be utilized to run a critical duration analysis for each drainage problem area to determine the level of service and protection for the existing stormwater conveyance system.

Our detailed hydrologic and hydraulic analysis will pinpoint the cause of flooding in these drainage problem areas, whether it is limitations in capacity of the local sewers, the trunk system or overland flow routes. The model results will identify the existing level of service and guide the design of the proposed stormwater improvement projects.

Task 6 – Pre-Project Development Meetings with Village Staff: We will meet with the Village staff upon completion of the existing conditions PCSWMM analysis to discuss the results and current level of flood protection provided at each drainage problem area. We will also discuss potential drainage improvement projects that will be analyzed as part of the proposed conditions PCSWMM analysis to be completed in Task 8. It is anticipated that two separate meetings will be held: one to discuss the northwest study area and another at the end of the Village-wide analysis to address the remaining study areas.

Task 7 – Proposed Conditions PCSWMM Analysis: Based on our experiences with similar projects, CBBEL will develop proposed drainage improvement projects to reduce the risk of future flooding. A range of projects will be investigated for each drainage problem area to determine what would be necessary to provide varying levels of flood protection. This could include new storm sewers, stormwater storage basins, overland flow paths, green infrastructure, converting rural sections to urban sections, and other drainage improvements. Joint projects with other jurisdictions (DuPage County, DuDOT, IDOT, etc.) will be investigated for potential cost-sharing and grant opportunities. We have assumed that 12 projects will be investigated as part of this task.

Task 8 – Post-Project Development Meetings with Village Staff: We will meet with the Village staff upon completion of the proposed conditions PCSWMM analysis to discuss the proposed flood risk reduction projects and associated flood elevation reductions for the design level storm event. It is anticipated that two separate meetings will be held: one to discuss the northwest study area and another at the end of the Village-wide analysis to address the remaining study areas.

Task 9 – T,S,&L Plan Preparation: A Type, Size and Location (T,S,&L) plan for each of the identified and recommended flood reduction projects will be prepared. This will include an analysis to determine which storm frequency (i.e. 10-year, 25-year, 50-year, etc.) is the most cost-effective level of protection. Each T,S,&L Plan will also include the limits of inundation for the existing conditions and proposed (post-project) conditions. The T,S,&L Plan will also include all known existing Village and other (gas, electric, etc.) utilities to ensure no conflicts with the proposed identified project. This task assumes that a plan will be prepared for each of the 12 projects identified in Task 8.

Task 10 – Conceptual Cost Estimates: We will prepare an engineer's estimate of probable cost for the concept plans prepared in Task 10. The cost estimates will be broken down into unit costs and quantities for the different pay items. The unit costs will be based on recent bid openings where possible. The engineer's estimate of probable cost will include design engineering, permitting and construction engineering costs. Calculation of the costs relies on years of experience in cost estimating projects of this nature and anticipating cost such as sanitary sewer and water service replacement. Upon meeting with Village staff, the estimates will be updated based on comments received.

Task 11 – Preparation and Submittal of Technical Memorandum and Draft Plan: Prior to the preparation of the final plan, CBBEL will summarize the results of the northwest study area in a Technical Memorandum. This memorandum will be incorporated into the written report that will be prepared for the Village-wide Plan once the remaining study areas of the Village are completed. The report will include the following:

- plan purpose,
- past flooding events within the Village and floodplain maps,
- comprehensive summary of all flooding reports from residents and Village staff,
- existing drainage problem areas and evaluation of level of service,
- procedure for developing drainage projects and summary of drainage projects,
- identify any available sources for grant and/or matching funding to design and construct the proposed prioritized projects,
- evaluation of programs such as overhead sewers, private drainage improvements and groundwater mitigation,
- coordination with all applicable outside agencies (FEMA, IDNR-OWR, USACOE, DuPage County, etc.) to determine any and all required permits and approvals for the identified prioritized projects,
- determination of public outreach activities that could be undertaken to increase awareness and prevention of flooding and flood damages,
- project matrix with separate sections for each drainage problem area and associated projects with exhibit, costs, and number of structures benefited. The matrix will allow for easy comparison of projects across the Village as capital funding becomes available. We will work with the Village on the ranking system within the matrix, and we understand that priority shall be given to projects based on the benefits for the design level service event.

The draft report will be a living document that will be designed to be updated as necessary.

Task 12 – Presentation to Village Board: We will present the results of the Draft Master Plan to the Village Board at an evening meeting. We will incorporate all pertinent and applicable comments received from the Board and general public, including any identified additional locations and flood reduction projects as agreed upon with Village staff.

Because the northwest portion of the Village will be analyzed first, it is anticipated that that it will be presented to the Board prior to the presenting the overall Stormwater Master Plan at a separate meeting. We have budgeted for two presentations to the Village Board.

Task 13 – Preparation and Submittal of Final Plan: We will finalize the Village-wide Plan in a written report as described in Task 12. This report will include all of the elements listed in this task in addition to the following:

- capital planning/funding synopsis over the next 10 years,
- cost-sharing program recommendation for rear yard drainage program stormwater fee, if applicable.

Task 14 – Meetings: This task is for any requested meetings outside of those identified in Task 7 or Task 9. We have budgeted approximately 12 hours of time for this task. Additional requested meetings will be billed on a Time and Materials basis.

LUMP SUM FEE

The costs of the services are as follows:

Task	Description	Fee
1	Kickoff Meeting with Village Staff	\$856
2	Data Collection and Review	\$16,352
3	Field Reconnaissance	\$2,560
4	Field Survey	\$14,080
5	Existing Conditions PCSWMM Analysis	\$38,408
6	Pre-Project Development Meetings with Village Staff	\$2,832
7	Proposed Conditions PCSWMM Analysis	\$35,968
8	Post-Project Development Meetings with Village Staff	\$2,832
9	T,S,&L Plan Preparation	\$10,464
10	Conceptual Cost Estimates	\$9,024
11	Preparation and Submittal of Technical Memorandum and Draft Plan	\$9,472
12	Presentation to Village Board	\$1,712
13	Preparation and Submittal of Final Plan	\$3,952
14	Meetings	\$2,568
	<i>Direct Costs</i>	\$1,000
	TOTAL	\$152,080

We will bill you in accordance with the Schedule of Charges and General Terms and Conditions outlined in our Village Engineering Agreement. If this proposal is acceptable to you, please sign and return to us for our files.

Sincerely,



Thomas T. Burke, Jr., PhD, PE
Executive Vice President

THIS PROPOSAL ACCEPTED FOR VILLAGE OF WILLOWBROOK:

BY: _____

TITLE: _____

DATE: _____

EXHIBIT “B”

**General Conditions and
First Amendment to General Conditions**

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer 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. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, 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. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer 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. These Project Documents are and shall remain the property of the Engineer. The Client 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.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that 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 Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: 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.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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**FIRST AMENDMENT TO THE GENERAL TERMS AND CONDITIONS
OF THAT CERTAIN AGREEMENT BY AND BETWEEN CHRISTOPHER B. BURKE
ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK FOR
THE CREATION OF A STORMWATER MASTER PLAN**

That certain Agreement by and between CHRISTOPHER B. BURKE ENGINEERING, LTD. (the "Engineer") and the VILLAGE OF WILLOWBROOK, to provide professional engineering services to the Village of Willowbrook (the "Client"), is hereby amended, by amending the "Christopher B. Burke Engineering, Ltd. General Terms and Conditions" as hereinafter set forth:

1. Paragraph 10, entitled "Indemnification" of the General Terms and Conditions is hereby amended to read as follows:

Indemnification: Engineer shall indemnify and hold harmless Client. Engineer shall defend, indemnify and hold harmless Client, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole negligent or willful act, or error or omission of Engineer, its employees, agents or assigns.

Indemnification: Client shall indemnify and hold harmless Engineer. Client agrees to defend, indemnify and hold harmless Engineer, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole willful or wanton act of Client, its employees or agents.

Neither party shall be liable for any special incidental or consequential damages including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

2. Paragraph 23, entitled "Limit of Liability" of the General Terms and Conditions, shall be deleted in its entirety.

3. Paragraph 24, entitled "Client's Responsibilities" of the General Terms and Conditions shall be amended to read as follows:

Additional Responsibilities of Client and Engineer: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client shall name the Engineer, its agents and consultants, as an additional insured on the Client's policy or policies of general liability insurance.

Client shall provide Engineer a copy of said Certificate of Insurance and shall provide that the Engineer be given thirty (30) days, unqualified written notice prior to cancellation thereof.

The Engineer further agrees to name the Client, its agents, employees and elected officials as additional insureds on Engineer's policy or policies of comprehensive and/or commercial general liability insurance including Engineer's policies of insurance for workers' compensation. Workers' Compensation Insurance shall be in such amounts as required by the Illinois Department of Labor. Engineer shall provide Client with a Certificate of Insurance naming Client as an additional insured and Client shall be given thirty (30) days, unqualified written notice prior to any cancellation thereof.

4. Paragraph 26, entitled "Payment" of the General Terms and Conditions, shall be amended to read as follows:

Payment: Client shall be invoiced once a month for work performed during the preceding month. Client agrees to pay each invoice in accord with the provisions of the Illinois Governmental Prompt Payment Act.

Suspension of Services: If Client fails to make payments when due, or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) business days' written notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs previously set forth in (Item 4 of) this agreement.

5. The remaining provisions of the General Terms and Conditions, unamended by this First Amendment to Christopher B. Burke Engineering, Ltd. General Terms and Conditions, shall remain in full force and effect and unamended by this First Amendment.

READ, APPROVED AND AGREED

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

Date: _____

READ, APPROVED AND AGREED

CHRISTOPHER B. BURKE
ENGINEERING, LTD.

By: _____
Michael E. Kerr, PE, President
and duly authorized agent

Date: _____

ATTEST:

Deborah A. Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.a.

DATE: August 12, 2024

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM NUTOYS LEISURE PRODUCTS, INC. AND APPROVING THE PURCHASE OF A PYRAMID SHADE STRUCTURE FOR THE BORSE MEMORIAL COMMUNITY PARK PROJECT AT A COST NOT TO EXCEED \$27,190.00

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To pass a resolution to approve the purchase of shade structure from NuToys Leisure Products for the Borse Park Project not to exceed the amount of \$27,190.00.

BACKGROUND/SUMMARY

During the Capital Improvement Project Open House meeting on Oct 26th, 2023, the concept rendering for Phase II at Borse Memorial Community Park was presented. One of the major components of this phase is the construction of the pickleball courts. Much of the feedback that was received from pickleball players was that it is a social sport and that they would like a seating area with shade and water near the courts.

NuToys Leisure Products is the local representative for Landscape Structures. This proposal is strictly for the shade structure located at the pickleball court area. The purchase of the pyramid shade will enhance the area by providing a shaded resting area for players and participants. During the open house meetings, this was identified as a component sought by pickleball players at court facilities. The shade structure will include a metal pole with a light grey fabric top.

This 10' x 10' shade sail will be a great addition to the pickleball court area and will fit nicely in the court area. The shade will enable participants to get out of the sun in between games and will provide a shaded area within the actual court location. After several site visits to other pickleball courts, this will be a feature that many players will enjoy and it will provide great value to the courts at Borse Memorial Community Park.



FINANCIAL IMPACT

The proposed cost for the purchase of the pyramid shade from NuToys Leisure Products is \$27,190.00 if approved.

RECOMMENDED ACTION:

Staff's recommendation is to approve the purchase of a shade structure from NuToys Leisure Products for the Borse Park Project at the not to exceed the amount of \$27,190.00.

RESOLUTION NO. 24-R-___

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM NUTOYS LEISURE PRODUCTS, INC. AND APPROVING THE PURCHASE OF A PYRAMID SHADE STRUCTURE FOR THE BORSE MEMORIAL COMMUNITY PARK PROJECT AT A COST NOT TO EXCEED \$27,190.00

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) have investigated the purchase of a certain pyramid shade structure to be located near the pickleball court area for the Borse Memorial Community Park Project (the “Project”); and

WHEREAS, NuToys Leisure Products, Inc. has made an acceptable proposal to the Village to supply the required pyramid shade structure for the Project.

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

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

SECTION 2. The purchase of a certain pyramid shade structure from NuToys Leisure Products, Inc., as set forth in NuToys Leisure Products, Inc.’s Proposal attached hereto as Exhibit “A” and made a part hereof, at a cost not to exceed Twenty-Seven Thousand One Hundred Ninety and 00/100ths Dollars (\$27,190.00), is hereby approved.

SECTION 3. The Village Mayor be and is hereby authorized and directed to execute the NuToys Leisure Products, Inc.’s purchase order on behalf of the Village.

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

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 12th day of August, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

NUTOYS LEISURE PRODUCTS, INC.’S PROPOSAL



Box 7075
Westchester, IL 60154
708-579-9055
708-579-0109 (fax)
1-800-526-6197

ORDER FORM/PROPOSAL

Please verify the Bill To and Ship To address information when ordering.

July 29, 2024

BILL TO:

Village of Willowbrook
835 Midway Dr.
Willowbrook, IL 60527
Attention: John Fenske

SHIP TO:

(Please provide)

PROJECT NAME: Borse Community Park

CALL 24 HOURS PRIOR TO DELIVERY: Please provide

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
5	237672B	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 10' Entrance Height (Specify post and fabric color)	\$ 5,200	\$ 26,000

Special Contract Discount	\$ (1,560)
Shipping Cost	2,750.00
Douglas Total Delivered Price	\$ 27,190.00

Above prices are in effect for 45 days.

Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will

Above prices include shipping but not installation.

NOTE: Receiving Party is responsible for removing product from truck to ground upon delivery. Please keep this in mind when providing the Ship To Address, Contact Name and Phone Number. Liftgate and/or Inside delivery are available upon request at additional cost.

TERMS: Our terms are net 30 from date of shipment to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.

Signature

Title

Signature Printed

Date

WIL24BOR2.JLR



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.b.

DATE: August 12, 2024

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM BEACON ATHLETICS AND APPROVING THE PURCHASE OF CERTAIN EQUIPMENT FOR THE SOFTBALL WARM-UP AREA AT THE BORSE MEMORIAL COMMUNITY PARK AT AN ESTIMATED COST NOT TO EXCEED \$857.00

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To pass a resolution to approve the purchase of three (3) pitching rubbers and home plates from Beacon Athletics for the softball warmup area at Borse Park not to exceed the amount of \$857.00.

BACKGROUND/SUMMARY

Per the Village's procurement policy, any purchase from a particular vendor over \$20,000 for a singular purchase or cumulative purchases, must be approved by the Board. At the May 28th meeting, the Village of Willowbrook purchased batting cages from Beacon Athletics for Creekside and Farmingdale Park Projects for a total of \$25,201.00. To remain consistent with the policy, staff is presenting this item for approval for the warmup softball area at Borse Memorial Community Park.

The pitching rubbers and plates will be utilized in the batting cages and bullpens that are being installed at Borse Park during Phase II of the project.

FINANCIAL IMPACT

The proposed cost for the purchase of the three (3) pitching rubbers and home plates from Beacon Athletics is of \$857.00 if approved.

RECOMMENDED ACTION:

Staff's recommendation is to approve the purchase of three (3) pitching rubbers and home plates from Beacon Athletics for the softball warmup area at Borse Park not to exceed the amount of \$857.00.

RESOLUTION NO. 24-R-___

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A
PROPOSAL FROM BEACON ATHLETICS AND APPROVING THE PURCHASE OF
CERTAIN EQUIPMENT FOR THE SOFTBALL WARM-UP AREA
AT THE BORSE MEMORIAL COMMUNITY PARK AT AN ESTIMATED
COST NOT TO EXCEED \$857.00**

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) have investigated the purchase of miscellaneous equipment for the Borse Memorial Community Park softball warm-up area; and

WHEREAS, Beacon Athletics has made an acceptable proposal to the Village to supply the required equipment at Borse Memorial Community Park.

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

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

SECTION 2. The purchase of certain equipment from Beacon Athletics, as set forth in Beacon Athletics’ Proposal and general terms and conditions attached hereto as Exhibit “A” and made a part hereof, all at an estimated cost not to exceed Eight Hundred Fifty-Seven and 00/100ths Dollars (\$857.00), is hereby approved.

SECTION 3. The Village Mayor be and is hereby authorized and directed to execute the purchase order and general conditions on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 12th day of August, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**BEACON ATHLETICS’ PROPOSAL
AND GENERAL CONDITIONS**

Quote

Beacon Athletics
901 Deming Way, Suite 101
Madison, WI 53717



visit our website at beaconathletics.com

(800) 747-5985

Sold To:

UPLAND DESIGN
24042 W LOCKPORT ST
SUITE 200
PLAINFIELD, IL 60544

Ship To:

UPLAND DESIGN
208 MIDWAY DR
WILLOWBROOK, IL 60527

Order Number: 0369252

Order Date: 7/25/2024

Salesperson: KD

Customer Number: 0032660

Project Mgr:

Project name: VILLAGE OF WILLOWBROOK PARK RENOVATIONS - WILLOWBROOK, IL

Customer P.O.	Ship VIA	F.O.B.	Terms
VILLAGE OF WILLOWBROOK	FEDEX GROUND		Terms not yet established

Special Instructions:

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
335-905-125	EACH	3.0	0.0	0.0	115.0000	345.00
DUAL STANCHION PITCHER'S RUBBER SYSTEM - ADULT (MFR #B042) - INCLUDES DUAL STANCHION ANCHOR AND PLUGS						
301-905-105	EACH	3.0	0.0	0.0	129.0000	387.00
PRO STYLE HOME PLATE WITH HOLLYWOOD STYLE ANCHOR SYSTEM (MFR #B030I) - INCLUDES GROUND ANCHOR AND PLUG						

Note: For orders without tax exemption certificates on file, sales tax will be charged, where applicable, at the time of invoicing.

Net Order:	732.00
Discount	0.00
Freight:	125.00
Sales Tax:	0.00
Order Total (USD):	857.00

Our promise to our customers...

-Prompt response to your inquiries from knowledgeable and courteous staff

-Quality products that meet your demanding requirements

-Commitment to continuous improvement to achieve an exceptional customer experience

Let me know if we have failed to achieve this promise - or if we have exceeded your expectations.

John Maher, CEO



BEACON ATHLETICS SALES ORDER TERMS AND CONDITIONS

These Terms and Conditions apply to all sales by Beacon Athletics, LLC, a Wisconsin limited liability company ("Seller") to the entity identified on the sales order ("Sales Order") issued by Seller to the entity ("Buyer") to whom Seller shall sell certain goods ("Goods"). These Terms and Conditions together with the applicable Sales Order(s) (collectively, the "Agreement") constitute the entire agreement relating to the subject matter hereof and supersedes all prior or contemporaneous understandings or statements. Any terms submitted by either party which are in addition to or inconsistent with the Agreement (including, without limitation, any terms in a purchase order, order acknowledgment, quotation, invoice, bill of lading or other instrument) are not binding and are expressly rejected, unless agreed to in writing and signed by both parties.

1. PRICES; PAYMENT. The purchase price of the Goods will be as stated in the applicable Sales Order(s) ("Price"), which shall include any applicable sales tax unless Buyer first provides to Seller a valid tax exemption certificate. All Sales Orders are subject to credit approval by Seller. Unless specified otherwise in the relevant Sales Order(s), Buyer shall pay all amounts due for the Goods within thirty (30) days from the date of the applicable invoice, provided that Seller may require pre-payment of all or part of the Price as determined by Seller in Seller's sole and absolute discretion. All past due amounts shall bear interest at the lower of 1.50% monthly (18% annually) or the maximum amount allowed by applicable law. If Buyer fails to make payments or otherwise breaches a material obligation of the Agreement, Seller, may, at its option, by written notice to Buyer, terminate the Agreement or defer shipments or performance.

2. CUSTOM ORDERS. Custom specifications for Goods, if any, shall be detailed in the applicable Sales Order. Buyer shall be solely responsible for confirming that such specifications are designed to meet Buyer's requirements. Upon execution of the applicable Sales Order, Buyer assumes sole responsibility for the full cost of the custom Goods, including product cost, any related service (including but not limited to installation), and shipping costs.

3. CHANGES AND CANCELLATIONS. Buyer may not cancel or change a Sales Order without the written consent of Seller. In no event shall Buyer be entitled to cancel or change a Sales Order where Seller has scheduled shipment of the Goods within thirty (30) days of Buyer's request therefor. If Buyer desires to cancel or change an open Sales Order, Buyer must deliver a written request to Seller, which Seller may approve or reject in its sole and absolute discretion. Where Seller approves Buyer's request for cancellation or change to a Sales Order, Seller shall be entitled to charge Buyer, and Buyer shall be required to pay, a cancellation charge equal to the cost of work completed and/or charges for materials purchased for the Sales Order.

4. DELIVERY. Unless otherwise specified in the Sales Order, all Goods shall be shipped at Buyer's expense and all shipments are F.O.B. Seller's or its suppliers' distribution centers. Seller has the right to select the mode and carrier of shipment.

5. INSPECTION FOR DAMAGES AND ACCEPTANCE. Upon Buyer's receipt of the Goods, Buyer shall immediately inspect the Goods, confirm the receipt quantity and take photographs of the Goods and packaging condition. Unless Buyer provides Seller with written notice of claim for damaged Goods or shortages within five (5) business days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. Claims for damaged Goods due to shipping damages shall not be approved without photographic evidence of the Goods while on the shipping trailer.

6. WARRANTIES. Seller warrants that Goods supplied shall conform to the description stated in the Sales Order and shall be free from defects in material or workmanship. This warranty shall be effective for a period of one (1) year from the date of delivery of the Goods to Buyer. Seller disclaims all other warranties, express or implied, oral or written, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Purely as an accommodation to Buyer, Seller may refer or suggest third parties for Buyer to independently hire and install the Goods (each such third party being an "Installer"). Seller makes no warranties, express or implied, and specifically disclaims all liability and disclaims and excludes any and all warranties of merchantability, fitness for a particular purpose or workmanship as to any construction means and methods or any other services performed by any Installer.

7. REMEDIES. In the event that Buyer is in default or otherwise breaches this Agreement, Seller shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total Price, as well as its costs of enforcing the Sales Order, including, without limitation, its attorneys' fees. If Buyer alleges Seller to be in default under Section 6 hereof, Buyer shall give written notice to Seller stating the same and Seller shall repair or replace the defective or non-conforming Goods within a reasonable time period, which shall be Buyer's sole and exclusive remedy for such breach.

8. LIMITATION OF LIABILITY. Neither party will be liable to the other party for any consequential, special, incidental, indirect, exemplary or punitive damages or losses, or any loss of profits, revenues, opportunities, goodwill or capital. Seller's total liability under the Agreement will be limited to the Price giving rise to the claim.



- 9. INDEMNITY.** Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective officers, directors and employees, from and against any claims, liabilities, losses, damages or injuries of any kind (including, without limitation, reasonable attorneys' fees) caused by Buyer or the use or misuse of the materials by Buyer or any third party after Buyer's receipt thereof; provided, however, Buyer shall have no obligation to indemnify hereunder if and to the extent that the relevant claim or liability is caused by an indemnified party. This provision shall not relieve Buyer of any pro rata, proportional, contributory or other allocation of liability under applicable laws.
- 10. COPYRIGHTS AND LICENSES.** Seller shall be deemed the author of the tangible and intangible creative work used to manufacture the Goods, including but not limited to drawings, specifications, models and other similar items ("Instruments of Service"). Upon Buyer's written request, Seller shall provide copies of the Instruments of Service to Buyer conditioned on Buyer's full payment of the Price and the terms hereof. Buyer (or its assigns as authorized by Seller in writing) shall have a perpetual, nonexclusive license to use the Instruments of Service for installation or maintenance of the Goods provided that Buyer agrees to indemnify and hold harmless Seller from all costs and expenses, including cost of defense, related to claims and causes of action asserted by any person or entity to the extent such costs and expenses arise from Buyer's (or its authorized assignee's) use of the Instruments of Service hereunder. Buyer shall not reproduce or make available to third parties the Instruments of Service without Seller's prior written consent (other than for installation or maintenance of the Goods). Buyer shall indemnify Seller for all costs and expenses incurred by Seller to enforce any copyright violations resulting from Buyer's breach of these obligations.
- 11. FORCE MAJEURE.** Neither party will be responsible for failure or delay in performing hereunder (except for the payment of money) due to a cause or circumstance which is beyond that party's reasonable control, including, without limitation, wars or civil disorders, fires, earthquakes, floods, severe weather, acts of God, changes in law or governmental directives, delays in transportation, material shortages, strikes, lockouts, slowdowns or other similar labor disruption.
- 12. GOVERNING LAW.** The Agreement is governed by the laws of, and each party submits to the exclusive venue and jurisdiction of the state or federal courts in, the State of Wisconsin.
- 13. ACCEPTANCE.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. Signatures may be evidenced by facsimile or electronic transmission, the same of which shall be treated as originals.
- 14. MISCELLANEOUS.** The terms of the Agreement do not and are not intended to confer any rights or remedies upon any person or entity other than Buyer. Neither party may assign or transfer the Agreement, without the other party's prior written consent. No modification or amendment of the Agreement shall be binding unless it is in writing and signed by both parties. A party's waiver of any breach of, or failure to strictly enforce, the Agreement will not waive, limit or affect that party's right to do so thereafter. If any provision of the Agreement is invalid, illegal, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the order date specified in the Sales Order.

Sales Order Reference #: _____

Seller:

Buyer:

BEACON ATHLETICS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____