

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, OCTOBER 28, 2024 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. [Minutes - Board of Trustees Regular Meeting October 14, 2024](#)
(APPROVE)
 - c. [Warrants \\$537,939.96](#)
 - d. [RESOLUTION NO. _____ - 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 PEDESTRIAN BRIDGE PROJECT AND CREEKSIDE PARK PEDESTRIAN BRIDGES REPLACEMENT PROJECT BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK](#) (ADOPT)
 - e. IL STATE'S ATTORNEY ORGANIZED RETAIL CRIME (ORC) GRANT PROGRAM
 - i. [RESOLUTION NO. _____ - A RESOLUTION APPROVING, RATIFYING, AND CONFIRMING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF ILLINOIS FOR THE ORGANIZED RETAIL CRIME GRANT PROGRAM](#) (ADOPT)

ii. CAMERA LICENSING AGREEMENTS

- a) RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH WILLOW COMMONS CENTER LLC (ADOPT)
- b) RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH PECORA PROPERTIES LLC (ADOPT)
- f. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)
- g. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, A FOUR-YEAR EXTENSION OF THE ILLINOIS LOCAL ELEVATOR SAFETY PROGRAM AGREEMENT WITH THE OFFICE OF THE ILLINOIS STATE FIRE MARSHALL ("OSFM") (ADOPT)
- h. BOPC RESOLUTIONS
 - i. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD OF POLICE COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF SERGEANT WITHIN THE VILLAGE POLICE DEPARTMENT (ADOPT)
 - ii. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD OF POLICE COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF PATROL OFFICER WITHIN THE VILLAGE POLICE DEPARTMENT (ADOPT)

NEW BUSINESS

- 6. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING THE PROPERTY TAXES TO BE LEVIED FOR THE 2024 PROPERTY TAX LEVY (ADOPT)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, OCTOBER 14, 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 Gretchen Boerwinkle, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal and Greg Ruffolo, Village Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant Village Administrator Alex Arteaga, Chief Financial Officer Lora Flori, Director of Parks and Recreation Dustin Kleefisch, Director of Public Works Rick Valent, Chief Lauren Kaspar, Deputy Chief Gerard Wodka, and Deputy Clerk Christine Mardegan.

ABSENT: Director of Community Development Michael Krol and Deputy Chief Benjamin Kadolph.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. OATH OF OFFICE - OFFICER PIERRE SMITH

Clerk Boerwinkle administered the Oath of Office to Officer Pierre Smith. Officer Smith introduced his family and friends. The Mayor and the Board offered their congratulations and welcomed them to the Village.

5. VISITORS' BUSINESS

None present and no written comments were received.

6. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting September 23, 2024 (APPROVE)
- c. Warrants \$ 1,925,837.36
- d. MOTION - MOTION - A MOTION FOR A BUDGET AMENDMENT TO THE COMMUNITY DEVELOPMENT SPECIAL PROJECTS BUDGET FOR THE IMPLEMENTATION AND FIRST YEAR OF SERVICE FOR ONLINE PERMIT SOFTWARE LAMA BY THE DAVENPORT GROUP USA, LTD. (PASS)

- e. PROCLAMATION - PROCLAIMING OCTOBER 2024 AS ARTS DUPAGE MONTH IN THE VILLAGE OF WILLOWBROOK (RECEIVE)
- f. RESOLUTION NO. 24-R-58 - A RESOLUTION CREATING SET HOURS FOR HALLOWEEN 2024 TRICK-OR-TREATING IN THE VILLAGE OF WILLOWBROOK (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 7. RESOLUTION NO. 24-R-59 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN CHICAGO DRONE LIGHT SHOWS, INC. AND THE VILLAGE OF WILLOWBROOK TO PROVIDE A HOLIDAY THEMED DRONE LIGHT SHOW FOR THE VILLAGE OF WILLOWBROOK LIGHT UP THE NIGHT EVENT FOR A TOTAL COST NOT TO EXCEED \$20,000.00 (ADOPT)

Director Kleefisch stated that the drone show is the main attraction at the Village's largest event of the year, Light up the Night. There are 150 drones programmed to provide a thematic display and show for 10 minutes. Chicago Drone Light Shows, Inc. is the only local vendor for such a service, as other vendors, being national companies, require additional cost for staff lodging, shipping, and per diem for their staff members. The fees have increased since last year.

Trustee Berglund asked what the fee was last year. Director Kleefisch stated \$15,000. Trustee Davi asked if the issues with timing will be corrected this year. Director Kleefisch stated that it will be corrected. Trustee Mistele asked for the date and time of the event. Director Kleefisch advised the Light Up The Night event is scheduled for Saturday, December 7 from 5:30 p.m. to 8:00 p.m.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution 24-R-59 as presented.

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

MOTION DECLARED CARRIED

- 8. ORDINANCE NO. 24-O-28 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BRIGHTER ELECTRIC, INC. FOR THE ELECTRICAL IMPROVEMENTS AT FARMINGDALE TERRACE PARK, CREEKSIDE PARK, AND ROUTE 83/KINGERY HIGHWAY VILLAGE OF WILLOWBROOK MONUMENT SIGN (PASS)

Director Valent advised, as part of ongoing improvements within the Village, a few electrical projects have been identified:

- Creekside Park - Install electrical receptacle at the monument sign for holiday lighting and other electrical needs.
- Farmingdale Terrace Park - Install electrical receptacle at the monument sign and in the gazebo for holiday lighting and other electrical needs, as well as additional evening security. A vandal-resistant LED light will also be installed in the gazebo.
- Route 83/Kingery Hwy. - Install electric service to illuminate the north gateway Village of Willowbrook monument sign to provide motorists with an enhanced view when entering the community.

Staff obtained pricing from Brighter Electric, a local Willowbrook electrical contractor, who has completed several repairs and projects within the Village's facilities, parks, and public lighted areas.

In the past, Brighter Electric has been the lowest responsive and responsible bidder. It is staff's recommendation that the proposed work be awarded to Brighter without seeking additional proposals. Total project cost is \$23,370.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to pass Ordinance 24-O-28 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION NO. 24-R-60 - 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 WATER DISTRIBUTION SYSTEM MODEL AND MASTER PLAN BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK (ADOPT)

Director Valent explained to the Board that as part of the Village's ongoing vision for long term capital planning, staff recognizes the need for hydraulic modeling of the water distribution system to create an analysis of existing conditions, future capital improvements, and emergency system failure conditions.

This process is referred to within municipal and public works services as a water master plan. The process will follow the Environmental Protection Agency's (EPA) America's Water Infrastructure Act designed to improve drinking water and water quality, deepen infrastructure investments, enhance public health and quality of life, increase jobs, and bolster the

economy. The master plan will essentially be a planning roadmap for staff and be a living document that should be updated periodically or as major changes in the system occur.

With their historical knowledge of the Village's water system, Christopher B. Burke Engineering, Ltd. (CBBEL) has submitted a proposal for professional engineering services identifying six tasks to create the hydraulic model and master plan.

The proposed timeline is 6-8 months, beginning in November 2024. The benchmarks will include a water model update in February/March 2025, a draft report and modeling scenarios in April/May 2025, with project finalization by Summer 2025. Staff is seeking the Village Board's approval of an agreement with CBBEL for professional engineering services to create a Water Model and Master Plan at a cost of \$46,300.

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adopt Resolution 24-R-60 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal reported that she received several compliments from the residents at Lake Hinsdale Village on the cleaning of the Route 83 water tower and thanked the Mayor and Administrator Halloran.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund shared that several weeks ago she received a call from the Clarendon Hills Historical Society about TWA Flight 529 memorial memorabilia they had available. Trustee Berglund asked the Board to consider accepting a donation of memorabilia items and how best to display it.

Trustee Davi had no report.

Trustee Astrella had no report.

11. ATTORNEY'S REPORT

Attorney Durkin had no report.

12. CLERK'S REPORT

Clerk Boerwinkle had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halloran had no report.

14. MAYOR'S REPORT

Mayor Trilla had no report.

15. EXECUTIVE SESSION

Mayor Trillas stated there is no need for an Executive Session during tonight's meeting.

16. ADJOURNMENT

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

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

October 28__, 2024

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

October 28, 2024

| | | | |
|---------------------------------------|-------|----|------------|
| GENERAL CORPORATE FUND | ----- | \$ | 179,960.58 |
| WATER FUND | ----- | \$ | 67,353.10 |
| MOTOR FUEL TAX FUND | ----- | \$ | 855.00 |
| CAPITAL PROJECT FUND | ----- | \$ | 289,491.28 |
| RT 83/PLAINFIELD RD BUSINESS DIST TAX | ----- | \$ | 280.00 |
| TOTAL WARRANTS | ----- | \$ | 537,939.96 |

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|-----------------------|------|----------|----------------------------------|---------------------------------------|---------|------|-----------|
| Fund: 01 GENERAL FUND | | | | | | | |
| 10/17/2024 | APCH | 102674 | PREMIER WORLD DISCOVERY | ACTIVE ADULT PROGRAM | 590-517 | 20 | 3,996.00 |
| 10/21/2024 | APCH | 102675 | BELSON OUTDOORS LLC | REIMB EXPENSES - MEMORIAL PROGRAM | 565-352 | 20 | 365.24 |
| 10/23/2024 | APCH | 102676 | COURTRIGHT'S GUESTHOUSE INC. | ACTIVE ADULT PROGRAM | 590-517 | 20 | 1,717.60 |
| 10/24/2024 | APCH | 102677 | QUIK IMPRESSIONS GROUP | PRINTING, PUBLISHING & TRANSCRIPTION | 455-302 | 10 | 3,433.65 |
| 10/28/2024 | APCH | 102679 | AHEAD OF OUR TIME PUBLISHING INC | FEES/DUES/SUBSCRIPTIONS | 455-307 | 10 | 500.00 |
| 10/28/2024 | APCH | 102680# | AMERICAN TRAFFIC SOLUTIONS | RED LIGHT FINES | 310-503 | 00 | 100.00 |
| | | | | RED LIGHT - ADJUDICATOR | 630-246 | 30 | 22,100.50 |
| | | | | CHECK APCHK 102680 TOTAL FOR FUND 01: | | | 22,200.50 |
| 10/28/2024 | APCH | 102681 | ARTISTIC ENGRAVING | OPERATING EQUIPMENT | 630-401 | 30 | 25.00 |
| 10/28/2024 | APCH | 102683 | BESTWAY CHARTER TRANSPORTATION, | ACTIVE ADULT PROGRAM | 590-517 | 20 | 1,170.00 |
| 10/28/2024 | APCH | 102684 | BILL KAY CHEVROLET | MAINTENANCE - BUILDING | 630-228 | 30 | 36.75 |
| 10/28/2024 | APCH | 102685 | BLACKMAGIC SEALCOATING LLC | STREET IMPROVEMENTS | 765-685 | 35 | 4,760.00 |
| 10/28/2024 | APCH | 102686 | BRIGHTER ELECTRIC | CONTINGENCIES | 490-799 | 10 | 7,609.00 |
| 10/28/2024 | APCH | 102687 | BRYAN'S GARAGE DOOR SOLUTIONS | MAINTENANCE - BUILDING | 630-228 | 30 | 2,788.00 |
| 10/28/2024 | APCH | 102688 | CALLAHAN PLUMBING & IRRIGATION | MAINTENANCE - EQUIPMENT | 570-411 | 20 | 380.00 |
| 10/28/2024 | APCH | 102689*# | CARROLL CONSTRUCTION SUPPLY | STREET IMPROVEMENTS | 765-685 | 35 | 525.59 |
| 10/28/2024 | APCH | 102690 | CASE LOTS, INC | MAINTENANCE - BUILDING | 466-228 | 10 | 522.60 |
| | | | | MAINTENANCE - BUILDING | 466-228 | 10 | 655.30 |
| | | | | CHECK APCHK 102690 TOTAL FOR FUND 01: | | | 1,177.90 |
| 10/28/2024 | APCH | 102691*# | CHRISTOPHER B. BURKE | FEES - ENGINEERING | 720-245 | 35 | 2,760.00 |
| | | | | ENGINEERING SERVICES | 820-262 | 40 | 191.50 |
| | | | | ENGINEERING SERVICES | 820-262 | 40 | 191.50 |
| | | | | ENGINEERING SERVICES | 820-262 | 40 | 191.50 |
| | | | | ENGINEERING SERVICES | 820-262 | 40 | 358.00 |
| | | | | ENGINEERING SERVICES | 820-262 | 40 | 179.00 |
| | | | | ENGINEERING SERVICES | 820-262 | 40 | 383.00 |
| | | | | ENGINEERING SERVICES | 820-262 | 40 | 437.00 |
| | | | | CHECK APCHK 102691 TOTAL FOR FUND 01: | | | 4,691.50 |
| 10/28/2024 | APCH | 102692# | COMED | RED LIGHT - ADJUDICATOR | 630-246 | 30 | 41.07 |

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| Fund: 01 GENERAL FUND | | | | | | | |
| | | | | RED LIGHT - ADJUDICATOR | 630-246 | 30 | 41.07 |
| | | | | RED LIGHT - ADJUDICATOR | 630-246 | 30 | 34.14 |
| | | | | ENERGY - STREET LIGHTS | 745-207 | 35 | 43.48 |
| | | | | ENERGY - STREET LIGHTS | 745-207 | 35 | 653.10 |
| | | | | ENERGY - STREET LIGHTS | 745-207 | 35 | 301.07 |
| | | | | ENERGY - STREET LIGHTS | 745-207 | 35 | 556.08 |
| | | | | MAINTENANCE - TRAFFIC SIGNALS | 745-224 | 35 | 245.45 |
| | | | | CHECK APCHK 102692 TOTAL FOR FUND 01: | | | 1,915.46 |
| 10/28/2024 | APCH | 102693*# | COMMERCIAL TIRE SERVICE, INC | MAINTENANCE - BUILDING | 630-228 | 30 | 625.76 |
| | | | | MAINTENANCE - BUILDING | 630-228 | 30 | 693.40 |
| | | | | CHECK APCHK 102693 TOTAL FOR FUND 01: | | | 1,319.16 |
| 10/28/2024 | APCH | 102696*# | ELROD FRIEDMAN LLP | FEES - VILLAGE ATTORNEY | 470-239 | 10 | 1,231.00 |
| | | | | FEES - VILLAGE ATTORNEY | 470-239 | 10 | 518.00 |
| | | | | CHECK APCHK 102696 TOTAL FOR FUND 01: | | | 1,749.00 |
| 10/28/2024 | APCH | 102697*# | ERYN WITT | FINANCIAL SERVICES | 620-252 | 25 | 217.91 |
| 10/28/2024 | APCH | 102698*# | FALCO'S LANDSCAPING INC | STREET IMPROVEMENTS | 765-685 | 35 | 4,200.00 |
| | | | | STREET IMPROVEMENTS | 765-685 | 35 | 11,600.00 |
| | | | | CHECK APCHK 102698 TOTAL FOR FUND 01: | | | 15,800.00 |
| 10/28/2024 | APCH | 102699 | FIRST RESPONDERS WELLNESS CENTER | FEES/DUES/SUBSCRIPTIONS | 630-307 | 30 | 925.00 |
| | | | | FEES/DUES/SUBSCRIPTIONS | 630-307 | 30 | 3,885.00 |
| | | | | CHECK APCHK 102699 TOTAL FOR FUND 01: | | | 4,810.00 |
| 10/28/2024 | APCH | 102700 | FOX TOWN PLUMBING INC | MAINTENANCE - BUILDING | 466-228 | 10 | 765.00 |
| 10/28/2024 | APCH | 102701 | FRANK LLOYD WRIGHT TRUST | ACTIVE ADULT PROGRAM | 590-517 | 20 | 200.00 |
| 10/28/2024 | APCH | 102702 | GATEWAY SRA | SPECIAL RECREATION ASSOC PROGRAM DUES | 590-518 | 20 | 7,118.54 |
| 10/28/2024 | APCH | 102703 | HEARTLAND BUSINESS SYSTEMS, LLC | PHONE - TELEPHONES | 455-201 | 10 | 80.00 |
| 10/28/2024 | APCH | 102704 | HINSDALE NURSERIES, INC. | TREE MAINTENANCE | 750-338 | 35 | 2,751.00 |
| | | | | STREET IMPROVEMENTS | 765-685 | 35 | 930.00 |
| | | | | CHECK APCHK 102704 TOTAL FOR FUND 01: | | | 3,681.00 |
| 10/28/2024 | APCH | 102705 | HOLLY SINE-RAMSDELL | ACTIVE ADULT PROGRAM | 590-517 | 20 | 286.00 |

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
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| Fund: 01 GENERAL FUND | | | | | | | |
| 10/28/2024 | APCH | 102708 | IRMA | SELF INSURANCE - DEDUCTIBLE | 480-273 | 10 | 1,025.00 |
| 10/28/2024 | APCH | 102710 | KEVRON PRINTING & DESIGN INC | OFFICE/GENERAL PROGRAM SUPPLIES | 550-301 | 20 | 110.50 |
| 10/28/2024 | APCH | 102711 | KING CAR WASH | FUEL/MILEAGE/WASH | 630-303 | 30 | 300.00 |
| 10/28/2024 | APCH | 102712*# | KLOEPFER CONSTRUCTION, INC. | STORM WATER IMPROVEMENTS MAINTENANCE | 750-381 | 35 | 957.90 |
| 10/28/2024 | APCH | 102713 | KRAMER TREE SPECIALISTS INC. | BRUSH PICKUP | 755-284 | 35 | 12,075.00 |
| 10/28/2024 | APCH | 102714 | LA FASTENERS INC | MAINTENANCE - EQUIPMENT | 570-411 | 20 | 35.24 |
| | | | | MAINTENANCE - EQUIPMENT | 570-411 | 20 | 94.05 |
| | | | | MAINTENANCE - EQUIPMENT | 570-411 | 20 | 21.39 |
| | | | | CHECK APCHK 102714 TOTAL FOR FUND 01: | | | 150.68 |
| 10/28/2024 | APCH | 102716 | MARRIOTT THEATRE | ACTIVE ADULT PROGRAM | 590-517 | 20 | 360.00 |
| 10/28/2024 | APCH | 102719 | MIKE KROL | FUEL/MILEAGE/WASH | 810-303 | 40 | 184.92 |
| 10/28/2024 | APCH | 102720 | MOBILE PRO SYSTEMS | OPERATING EQUIPMENT | 630-401 | 30 | 1,504.44 |
| 10/28/2024 | APCH | 102721 | NATHALIE STUDIO, INC. | ACTIVE ADULT PROGRAM | 590-517 | 20 | 110.00 |
| 10/28/2024 | APCH | 102722 | NJ RYAN TREE & LANDSCAPE LLC | TREE MAINTENANCE | 750-338 | 35 | 13,140.00 |
| 10/28/2024 | APCH | 102725 | P.F. PETTIBONE & CO. | OPERATING EQUIPMENT | 630-401 | 30 | 19.00 |
| 10/28/2024 | APCH | 102727 | PARVIN-CLAUSS SIGN CO | MAINTENANCE - EQUIPMENT | 570-411 | 20 | 3,815.00 |
| 10/28/2024 | APCH | 102728 | POLICE LAW INSTITUTE | SCHOOLS/CONFERENCES/TRAVEL | 710-304 | 35 | 75.00 |
| 10/28/2024 | APCH | 102729 | RAGS ELECTRIC, INC | MAINTENANCE | 725-410 | 35 | 471.68 |
| 10/28/2024 | APCH | 102730 | RAY O'HERRON CO., INC. | UNIFORMS | 630-345 | 30 | 245.98 |
| | | | | OPERATING EQUIPMENT | 630-401 | 30 | 259.20 |
| | | | | OPERATING EQUIPMENT | 630-401 | 30 | 486.88 |
| | | | | OPERATING EQUIPMENT | 630-401 | 30 | 51.17 |
| | | | | OPERATING EQUIPMENT | 630-401 | 30 | 57.59 |
| | | | | OPERATING EQUIPMENT | 630-401 | 30 | 47.47 |
| | | | | OPERATING EQUIPMENT | 630-401 | 30 | 47.47 |
| | | | | CHECK APCHK 102730 TOTAL FOR FUND 01: | | | 1,195.76 |
| 10/28/2024 | APCH | 102731 | RIEKE OFFICE INTERIORS | FURNITURE & OFFICE EQUIPMENT | 540-611 | 15 | 945.00 |
| 10/28/2024 | APCH | 102732 | RUKSA JR, PETER &V SYREN | BROW24-006 - PB24-313 | 210-109 | 00 | 1,000.00 |
| 10/28/2024 | APCH | 102733 | SEASPAR | SPECIAL RECREATION ASSOC PROGRAM DUES | 590-518 | 20 | 28,371.00 |
| 10/28/2024 | APCH | 102734 | STARCHASE LLC | FEES/DUES/SUBSCRIPTIONS | 630-307 | 30 | 250.00 |

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|-----------------------|------|----------|--------------------------------|---------------------------------------|---------|------|------------|
| Fund: 01 GENERAL FUND | | | | | | | |
| 10/28/2024 | APCH | 102735*# | TAMELING INDUSTRIES | TREE MAINTENANCE | 750-338 | 35 | 1,177.20 |
| | | | | STREET IMPROVEMENTS | 765-685 | 35 | 124.20 |
| | | | | CHECK APCHK 102735 TOTAL FOR FUND 01: | | | 1,301.40 |
| 10/28/2024 | APCH | 102736 | THE DAVENPORT GROUP USA, LTD. | SPECIAL PROJECTS | 810-305 | 40 | 4,123.00 |
| 10/28/2024 | APCH | 102737 | THE FIRESIDE THEATRE | ACTIVE ADULT PROGRAM | 590-517 | 20 | 2,164.25 |
| 10/28/2024 | APCH | 102738*# | UNDERGROUND PIPE SOLUTIONS | STORM WATER IMPROVEMENTS MAINTENANCE | 750-381 | 35 | 3,412.50 |
| | | | | STORM WATER IMPROVEMENTS MAINTENANCE | 750-381 | 35 | 3,800.00 |
| | | | | STORM WATER IMPROVEMENTS MAINTENANCE | 750-381 | 35 | 3,200.00 |
| | | | | CHECK APCHK 102738 TOTAL FOR FUND 01: | | | 10,412.50 |
| 10/28/2024 | APCH | 102740 | VESTIS GROUP, INC. | OPERATING EQUIPMENT | 630-401 | 30 | 470.40 |
| 10/28/2024 | APCH | 102741# | WAREHOUSE DIRECT, INC. | UNIFORMS | 401-315 | 10 | 380.93 |
| | | | | UNIFORMS | 570-345 | 20 | 284.55 |
| | | | | CHECK APCHK 102741 TOTAL FOR FUND 01: | | | 665.48 |
| 10/28/2024 | APCH | 102742# | WLBK BURR RIDGE CHAMBER OF COM | SCHOOLS/CONFERENCES/TRAVEL | 410-304 | 05 | 60.00 |
| | | | | SCHOOLS/CONFERENCES/TRAVEL | 455-304 | 10 | 30.00 |
| | | | | TRAINING | 555-304 | 20 | 60.00 |
| | | | | CHECK APCHK 102742 TOTAL FOR FUND 01: | | | 150.00 |
| 10/28/2024 | APCH | 403(E)# | AMAZON CAPITAL SERVICES | OFFICE SUPPLIES | 455-301 | 10 | 311.53 |
| | | | | COMMISSARY PROVISION | 455-355 | 10 | 68.26 |
| | | | | OFFICE/GENERAL PROGRAM SUPPLIES | 550-301 | 20 | 22.89 |
| | | | | OFFICE SUPPLIES | 630-301 | 30 | 195.24 |
| | | | | OPERATING EQUIPMENT | 630-401 | 30 | 491.86 |
| | | | | COMMODITIES | 670-331 | 30 | 172.11 |
| | | | | OFFICE SUPPLIES | 810-301 | 40 | 31.98 |
| | | | | CHECK APCHK 403(E) TOTAL FOR FUND 01: | | | 1,293.87 |
| | | | | Total for fund 01 GENERAL FUND | | | 179,960.58 |

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|---------------------|------|----------|-------------------------------|---------------------------------------|---------|------|-----------|
| Fund: 02 WATER FUND | | | | | | | |
| 10/28/2024 | APCH | 102678 | ACI PAYMENTS, INC | FEES DUES SUBSCRIPTIONS | 401-307 | 50 | 74.66 |
| 10/28/2024 | APCH | 102682 | ATLAS BOBCAT, LLC | VEHICLE MAINTENANCE | 401-350 | 50 | 264.31 |
| 10/28/2024 | APCH | 102689*# | CARROLL CONSTRUCTION SUPPLY | MATERIAL & SUPPLIES - DISTRIBUTION | 430-476 | 50 | 220.28 |
| 10/28/2024 | APCH | 102691*# | CHRISTOPHER B. BURKE | FEES - ENGINEERING | 405-245 | 50 | 1,908.00 |
| 10/28/2024 | APCH | 102693*# | COMMERCIAL TIRE SERVICE, INC | VEHICLE MAINTENANCE | 401-350 | 50 | 3,688.64 |
| | | | | VEHICLE MAINTENANCE | 401-350 | 50 | 379.32 |
| | | | | VEHICLE MAINTENANCE | 401-350 | 50 | 682.60 |
| | | | | CHECK APCHK 102693 TOTAL FOR FUND 02: | | | 4,750.56 |
| 10/28/2024 | APCH | 102694 | CORE & MAIN LP | OPERATING EQUIPMENT | 430-401 | 50 | 1,398.00 |
| 10/28/2024 | APCH | 102695 | DMJ AUTOMOTIVE | VEHICLE MAINTENANCE | 401-350 | 50 | 1,973.08 |
| 10/28/2024 | APCH | 102697*# | ERYN WITT | FINANCIALS SERVICES | 401-309 | 50 | 145.28 |
| 10/28/2024 | APCH | 102698*# | FALCO'S LANDSCAPING INC | WATER DISTRIBUTION REPAIRS/MAINTENANC | 430-277 | 50 | 6,000.00 |
| | | | | SPOILS HAULING SERVICES | 430-280 | 50 | 5,500.00 |
| | | | | CHECK APCHK 102698 TOTAL FOR FUND 02: | | | 11,500.00 |
| 10/28/2024 | APCH | 102707 | ILLINOIS TOLLWAY | VEHICLE MAINTENANCE | 401-350 | 50 | 76.25 |
| 10/28/2024 | APCH | 102709 | K FIVE CONSTRUCTION | MATERIAL & SUPPLIES - DISTRIBUTION | 430-476 | 50 | 105.60 |
| 10/28/2024 | APCH | 102712*# | KLOEPFER CONSTRUCTION, INC. | WATER DISTRIBUTION REPAIRS/MAINTENANC | 430-277 | 50 | 6,531.80 |
| | | | | WATER DISTRIBUTION REPAIRS/MAINTENANC | 430-277 | 50 | 4,100.05 |
| | | | | CHECK APCHK 102712 TOTAL FOR FUND 02: | | | 10,631.85 |
| 10/28/2024 | APCH | 102717 | METROPOLITAN INDUSTRIES INC | WELLHOUSE REPAIRS & MAIN - WB EXEC PL | 425-474 | 50 | 12,116.00 |
| 10/28/2024 | APCH | 102718 | MID AMERICAN WATER | MATERIAL & SUPPLIES - DISTRIBUTION | 430-476 | 50 | 10,517.80 |
| | | | | MATERIAL & SUPPLIES - DISTRIBUTION | 430-476 | 50 | 1,008.00 |
| | | | | MATERIAL & SUPPLIES - DISTRIBUTION | 430-476 | 50 | 690.00 |
| | | | | CHECK APCHK 102718 TOTAL FOR FUND 02: | | | 12,215.80 |
| 10/28/2024 | APCH | 102726 | PACE ANALYTICAL SERVICES, LCC | SAMPLING ANALYSIS | 420-362 | 50 | 265.63 |
| 10/28/2024 | APCH | 102735*# | TAMELING INDUSTRIES | WATER DISTRIBUTION REPAIRS/MAINTENANC | 430-277 | 50 | 1,490.40 |
| | | | | STREET IMPROVEMENTS SERVICES | 430-281 | 50 | 153.00 |

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|---------------------|------|----------|----------------------------|---------------------------------------|---------|------|-----------|
| Fund: 02 WATER FUND | | | | | | | |
| | | | | STREET IMPROVEMENTS SERVICES | 430-281 | 50 | 464.40 |
| | | | | CHECK APCHK 102735 TOTAL FOR FUND 02: | | | 2,107.80 |
| 10/28/2024 | APCH | 102738*# | UNDERGROUND PIPE SOLUTIONS | WATER DISTRIBUTION REPAIRS/MAINTENANC | 430-277 | 50 | 3,500.00 |
| | | | | WATER DISTRIBUTION REPAIRS/MAINTENANC | 430-277 | 50 | 4,100.00 |
| | | | | CHECK APCHK 102738 TOTAL FOR FUND 02: | | | 7,600.00 |
| | | | | Total for fund 02 WATER FUND | | | 67,353.10 |

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|------------------------------|------|----------|----------------------|---------------------------------------|---------|------|--------|
| Fund: 04 MOTOR FUEL TAX FUND | | | | | | | |
| 10/28/2024 | APCH | 102691*# | CHRISTOPHER B. BURKE | STREET MAINTENANCE CONTRACT | 430-684 | 56 | 105.00 |
| 10/28/2024 | APCH | 102723 | NOVOTNY ENGINEERING | STREET MAINTENANCE CONTRACT | 430-684 | 56 | 375.00 |
| | | | | STREET MAINTENANCE CONTRACT | 430-684 | 56 | 375.00 |
| | | | | CHECK APCHK 102723 TOTAL FOR FUND 04: | | | 750.00 |
| | | | | Total for fund 04 MOTOR FUEL TAX FUND | | | 855.00 |

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|-------------------------------|------|----------|---------------------------|--|---------|------|------------|
| Fund: 10 CAPITAL PROJECT FUND | | | | | | | |
| 10/28/2024 | APCH | 102691*# | CHRISTOPHER B. BURKE | STORMWATER MASTER PLAN | 600-306 | 55 | 9,885.00 |
| | | | | STORMWATER MASTER PLAN | 600-306 | 55 | 5,080.00 |
| | | | | CREEKSIDE PARK IMPROVEMENTS | 600-345 | 55 | 5,657.73 |
| | | | | CHECK APCHK 102691 TOTAL FOR FUND 10: | | | 20,622.73 |
| 10/28/2024 | APCH | 102706 | HOPPY'S LANDSCAPING, INC. | BORSE PARK PHASE II | 600-347 | 55 | 229,024.66 |
| 10/28/2024 | APCH | 102715 | LIVING WATERS CONSULTANTS | BORSE PARK PHASE II | 600-347 | 55 | 1,000.00 |
| 10/28/2024 | APCH | 102724 | NUTOYS LEISURE PRODUCTS | BORSE PARK PHASE II | 600-347 | 55 | 27,190.00 |
| 10/28/2024 | APCH | 102739 | UPLAND DESIGN, LTD. | CREEKSIDE PARK IMPROVEMENTS | 600-345 | 55 | 4,033.00 |
| | | | | FARMINGDALE TERRACE PROJECT | 600-346 | 55 | 3,541.89 |
| | | | | BORSE PARK PHASE II | 600-347 | 55 | 4,079.00 |
| | | | | CHECK APCHK 102739 TOTAL FOR FUND 10: | | | 11,653.89 |
| | | | | Total for fund 10 CAPITAL PROJECT FUND | | | 289,491.28 |

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|---|------|----------|--------------------|--|---------|------|------------|
| Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX | | | | | | | |
| 10/28/2024 | APCH | 102696*# | ELROD FRIEDMAN LLP | LEGAL FEES | 401-242 | 15 | 280.00 |
| | | | | Total for fund 15 RT 83/PLAINFIELD RD BUSINESS | | | 280.00 |
| TOTAL - ALL FUNDS | | | | | | | 537,939.96 |

'*'-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: October 28, 2024

SUBJECT:

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 PEDESTRIAN BRIDGE PROJECT AND CREEKSIDE PARK PEDESTRIAN BRIDGES REPLACEMENT PROJECT BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND 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

To pass a resolution approving a proposal from Christopher B. Burke Engineering LTD (CBBEL) for construction engineering services for Borse Memorial and Creekside Park renovation projects.

BACKGROUND/SUMMARY

As part of Phase III Borse Memorial Community Park Project and Phase II of the Creekside Park Improvement Project, the Village is advancing two projects that require pedestrian bridge construction.

1. Borse Memorial Community Park:

- A new pedestrian bridge is proposed to span Sawmill Creek, measuring 30 feet long and 8 feet wide.
- The bridge is anticipated to feature a prefabricated steel truss superstructure with a reinforced concrete deck.
- It will connect the Eleanor Place parking lot to the park's north side.

2. Creekside Park:

- Three pedestrian bridges, currently in disrepair, will be replaced.
- The existing structures consist of steel beams with timber decking and masonry abutments, lacking hand railings and in poor condition.
- Each replacement bridge will be constructed with a prefabricated steel truss superstructure:
 - **Westernmost bridge:** 35-foot span with a 6-foot wide composite wood deck.
 - **Middle bridge:** 30-foot span with a 6-foot wide composite wood deck.
 - **Easternmost bridge:** 32-foot span with a 10-foot wide reinforced concrete deck.



Design and Construction Services Overview

The Village has engaged CBBEL to assist with **design engineering** and **construction engineering** for both projects. CBBEL's scope of services for **Design Engineering** includes the following:

1. Topographic surveys
2. Environmental permitting – US Army Corps of Engineers application
3. Environmental permitting – County/Village wetland submittal
4. Environmental permitting – Wetland review coordination
5. Hydraulic analysis and DuPage County permitting
6. Prefinal plans, specifications, and estimates
7. Geotechnical reports
8. Final plans, specifications, and estimates
9. Bid documents
10. QA/QC and constructability reviews
11. Project management and administration

For **Construction Engineering Services**, CBBEL will provide:

1. Pre-construction services
2. Submittal review
3. Construction observation
4. Post-construction review
5. Material inspection

To facilitate accounting and budgeting, CBBEL will prepare separate proposals for each project. This structured approach ensures that the Village can stay on track to meet its construction deadlines.

Project Costs

• Creekside Park:

- Design Engineering: \$120,364
- Construction Engineering: \$65,055
- **Total:** \$185,419

• Borse Memorial Community Park:

- Design Engineering: \$107,060
- Construction Engineering: \$40,055
- **Total:** \$147,115

The combined cost for both projects will not exceed **\$332,534**. CBBEL's expertise positions the Village to efficiently manage these projects and successfully achieve timely completion.

FINANCIAL IMPACT

The proposed cost for design engineering and construction engineering services from Christopher B Burke Engineering LTD for Creekside and Borse Park pedestrian bridge projects is not to exceed \$332,534.00.

RECOMMENDED ACTION:

Staff's recommendation is to approve the proposal from Christopher B Burke Engineering LTD for design engineering and construction engineering services for Creekside and Borse Memorial Park pedestrian bridge projects for a total amount not to exceed \$332,534.00.

RESOLUTION NO. 24-R-_____

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 PEDESTRIAN BRIDGE PROJECT AND CREEKSIDE PARK PEDESTRIAN BRIDGES REPLACEMENT PROJECT 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 construction engineering services for the Borse Memorial Community Park Pedestrian Bridge Project and Creekside Park Pedestrian Bridges Replacement Project for a total cost not to exceed Three Hundred Thirty-Two Thousand Five Hundred Thirty-Four and 00/100ths Dollars (\$332,534.00)

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 construction engineering services for the Borse Memorial Community Park Pedestrian Bridge Project and Creekside Park Pedestrian Bridges Replacement Project on behalf

of the Village, 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 28th day of October, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

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



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

Revised October 8, 2024

October 7, 2024

Village of Willowbrook
Department of Public Works
835 Midway Drive
Willowbrook, Illinois 60527

Attention: Rick Valent, Director of Public Works

Subject: Proposal for Professional Engineering Services
Borse Memorial Community Park Pedestrian Bridge

Dear Mr. Valent:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services for the subject project. The proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Village of Willowbrook (Village) is proposing to construct one pedestrian bridge at Borse Memorial Community Park.

Borse Park: A path will be constructed between the existing parking lot on the west side of Sawmill Creek and the existing path on the east side of the creek. A 30 ft x 8 ft pedestrian bridge will cross Sawmill Creek. It is anticipated that the pedestrian bridge will consist of a prefabricated steel truss superstructure with a reinforced concrete deck.

CBBEL will be performing design and construction observations services for this project.

SCOPE OF SERVICES

DESIGN ENGINEERING SERVICES:

Task 1 – Topographic Survey: As part of this task, CBBEL will perform Topographic Survey of the proposed path area in the northeast corner of Borse Park (from the SW side of the existing parking lot to the existing path SW of Sawmill Creek, 0.75 acre±). The following scope items will be included in this task:

- **Horizontal Control:** Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

- Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).
- Topographic Survey: CBBEL will field locate all pavements, driveways, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits. Field location of all above ground utilities including, but not limited to water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations.
- Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.
- Tree Survey: CBBEL will locate all trees over 6" inches in diameter within 25' of existing bridges for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.
- Base Mapping: CBBEL will compile all the above information onto base maps at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private improvements.

NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services and JULIE Utility Coordination are not included in this proposal

Task 2 – Environmental Permitting – US Army Corps of Engineers Application: An investigation of each project bridge site will be completed to delineate the limits of wetlands and waters of the United States present. The delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also, during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We also will locate the delineated boundaries using a submeter accuracy handheld GPS unit.

The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers (USACE) Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map, otherwise we will use the best available aerial photograph.

CBBEL Environmental Resources Staff will prepare the Corps of Engineers Permit Application(s). This information will include the required exhibits, specifications, data, and project information. This information will also be compiled and assembled for placement in a permit application package to the Illinois Environmental Protection Agency.

This task includes completion of initial coordination with the Illinois Department of Natural Resources (IDNR) and the US Fish and Wildlife Service (USFWS) regarding threatened and endangered species. If detailed coordination is necessary, a supplemental proposal will be provided to cover the cost of the additional required services.

Task 3 – Environmental Permitting – County/Village Wetland Submittal (If necessary): If necessary, CBBEL Environmental Resources Staff will assist the project engineer in preparation of the wetland, waters, and buffer portions of the County/Village Stormwater Management Permit Application. This information will include the required exhibits, specifications, data, and project information.

Task 4 – Environmental Permitting – Wetland Review Agency Coordination (If necessary): If necessary, during the permit review process, we expect to have meetings with the regulatory agencies, project engineer, and client. We also expect to have to prepare responses to comments received during the review process. We have budgeted for attendance at two meetings and include budget to cover the cost of submittal of two responses to comments. If additional meetings, or responses to comments, are required they will be billed on a time and materials basis.

Task 5 – Hydraulic Analysis and DuPage County Permitting – Borse Park: Using the proposed conditions Borse Park Streambank Stabilization FEQ unsteady hydraulic model prepared by Nika Engineering (Nika) as the baseline model, CBBEL will analyze the proposed bridge crossing within the park to determine the dimensions of the bridge that will demonstrate no adverse impact impacts along Sawmill Creek. We have budgeted for two iterations of the bridge configuration.

As part of the DuPage County permitting, CBBEL will prepare compensatory storage calculations. Incremental storage at a ratio of 1:1 will be provided in the tabular submittal. The required ratio is based on the pre-application meeting with DuPage County between Living Waters Consultants, Inc. (LWC) and DuPage County staff. Compensatory storage will be reflected in the hydraulic analysis.

CBBEL will submit a request to the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) to delegate review authority of the floodway to DuPage County. CBBEL will also prepare a tabular submittal to DuPage County, including supporting calculations and exhibits, for review and approval. The tabular submittal to DuPage County consists of 10 tabs that detail all aspects of the stormwater and wetland permitting required to meet the Ordinance. This task assumes two responses to comments from the County.

Additionally, using the FIS flow rates for the 100- and 500-year storm events, CBBEL will determine the 200-year rainfall depth for input in our hydrologic model. The flow rates and the bridge geometry will be input into the previously prepared hydraulic model to produce the 100- and 200-year flood profiles, velocities, and flows at the location of the four proposed crossings. Additionally, CBBEL will convert the portion of the FEQ hydraulic analysis for Borse Park in the immediate vicinity of the pedestrian bridge to a HEC-RAS model to better evaluate the scour at this crossing.

We will perform scour calculations in accordance with current IDOT standards and guidance. Scour depths will be determined for the 100- and 200-year storm events based on the bridge geometry determined by CBBEL. It is assumed that the scour analysis will be used by CBBEL for design of the bridge only and that submittal to regulatory agencies is not required, therefore it is included in this task. If it is determined that the analysis needs to be submitted to IDOT, a separate proposal will be provided for that effort.

Task 6 - Prefinal Plans, Specifications and Estimate - Borse Park: CBBEL will prepare prefinal plans, specifications, and cost estimate for the Borse Park bridge. The bridge will be designed in accordance with the current AASHTO LRFD Bridge Design Specifications and LRFD Guide Specifications for the Design of Pedestrian Bridges. This task will include coordination with the project geotechnical engineer and with a truss manufacturer.

It is anticipated that the prefinal plans will include the following sheets:

- Cover Sheet
- General Notes Sheet
- Summary of Quantities Sheet
- Alignment, Ties and Benchmark Sheet
- Typical Section Sheet
- Removal Plan
- Proposed Path Plan and Profile
- Erosion Control/Landscaping Plans (3 sheets showing erosion control staging)
- Erosion Control Details
- Construction Details
- Bridge Plans (5 sheets - see below)
 - General Plan and Elevation
 - Structural Notes and Bill of Materials
 - Abutment Plan and Details
 - Wingwall Plan and Details
 - Boring Logs
- Architectural Details (Decorative Columns)
- Electrical Plans (See Task 8)

CBBEL will use IDOT standard pay items whenever possible. Project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the Village for review.

Task 7 – Geotechnical Reports: CBBEL will retain SEECO Consultants, Inc. (SEEEO) to prepare geotechnical reports for the Borse Park structure. Boring Logs have been completed by SEECO; however, geotechnical reports were not completed. SEECO will provide reports outlining the soil conditions at the sites and providing recommendations for foundation types/depths, including the need for undercuts at each structure. The reports will provide recommendations for the net allowable bearing pressure at foundation level for each structure.

Task 8 – Electrical Design – Borse Park: Electrical design will be performed to power and control four proposed lantern style luminaires. Each luminaire will be mounted on top of a decorative column designed by others. CBBEL will include provisions to include a new lighting controller and electric service in this proposal but will investigate during design connecting the proposed lights to the existing path lighting system.

Proposed plan/detail sheets and specifications will be prepared. The plan sheets will include the locations of the lighting units along with electric cables/raceways, controller, and hand holes (if needed). Detail drawings will include luminaire mounting, lighting controller cabinet/ component schedule/ wiring diagram, luminaire wiring diagram, one-line circuit diagram, handhole and conduit installation details. Detailed specifications will be prepared along with any appropriate standards. Voltage drop calculations and opinion of probable construction cost and summary of quantities will also be performed and submitted under this task. The detailed design will be submitted for review. Coordinating the location of the new electric service is also included in this task.

Task 9 – Final Plans, Specifications and Estimates – Borse Park: CBBEL will meet with Village staff to review their comments on the pre-final submittal. CBBEL will revise and finalize the contract documents and cost estimate. The documents will be resubmitted to the Village for final review.

Task 10 – Bid Documents – Borse Park: CBBEL will make the final revisions to the contract documents based on the Village's final review comments. The requested number of copies of

plans and specifications will be submitted to the Village. In addition to printed copies, we will provide the bid documents in electronic format.

Task 11 – QA/QC & Constructability Reviews: CBBEL will assign a QA/QC Manager to this project who will perform/oversee periodic project reviews to ensure the contract documents are accurate and complete. The goal of the QA/QC process is to minimize change orders and schedule delays during construction. During the reviews, emphasis will be placed on constructability, and the reviewer will carefully analyze the documents for conflicts between disciplines. At least one QA/QC review will be performed by a senior construction staff member.

Task 12 – Project Management/Administration: This task includes managing the day-to-day work effort on the project to ensure an efficient project development process. This task includes internal progress/status and quality reviews to ensure project milestones are being met and preparing monthly progress reports and invoicing.

CONSTRUCTION ENGINEERING SERVICES:

Task 1 – Pre-Construction Services:

- Attend pre-construction conference and prepare and circulate minutes.
- Review submittals from Contractor for compliance with the contract.
- Review Contractor's construction schedule for compliance with contract documents.
- Attend any public meetings with concerned residents, if requested.

Task 2 – Submittal Review: CBBEL will review submittals from the Contractor for conformance with the plans and specifications. This task will include review of shop drawing and structural calculations, in addition to responding to all associated requests for information.

Task 3 – Construction Observation: CBBEL will provide one full-time Resident Engineer for the duration of construction for the Borse Memorial Community Project. This task is estimated to be 8 hours per day for 5 days a week for a duration of 5 weeks. Construction observation will include the following tasks:

- Check the Contractor's layout at regular intervals.
- Observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractors in dealing with any outside agencies.
- Inspect erosion and sediment control measures and notify the Contractor of any deficiencies.
- Draft and distribute construction notices to impacted residents impacted.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.

- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, submittals, reproductions, or original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all Contractors, subcontractors, and major material suppliers in the diary.
- Keep an inspector's daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.
- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village, prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.
- Except upon written instructions from the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all its obligations.

Task 4 – Post Construction: CBBEL will perform the following tasks once construction is complete:

- Review the set of record drawings provided by the contractor.
- Coordinate and conduct the final walk-through with the Contractor and the Owner. CBBEL will witness electrical testing performed by the Contractor to verify it complies with the Contract requirements. We will verify that all the items on the final punch list have been corrected. We will determine if the project has been completed in accordance with the Contract Documents and make recommendations to the Owner concerning acceptance of the project.
- Once the Contractor has fulfilled all obligations, prepare a final pay request for the Village's approval.

Task 5 – Material Inspection: CBBEL has budgeted \$2,750 to provide material inspection services through our sub-consultant SEECO Consultants, Inc. (SEECO). SEECO will complete the Quality Assurance (QA) material testing.

Please note that for any of the observation tasks with CBBEL may be performing, the Contractor(s) shall be informed that neither the presence of CBBEL field staff nor the observation and testing (if any) by our firm or subconsultant of our firm shall excuse the Contractor in any way for defects discovered in the work. It should be understood that CBBEL will not be responsible for any job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise nor supervise the Contractor(s) means and methods of their work.

ESTIMATE OF FEE

Based on the required above scope of services, the cost estimate to complete the proposed Design and Construction Engineering Services is summarized below.

DESIGN ENGINEERING SERVICES

| | | |
|------------------|---|-------------------|
| Task 1 – | Topographic Survey | \$ 6,704 |
| Task 2 – | Env. Permitting – USACE Application | \$ 5,050 |
| Task 3 – | Env. Permitting – County/Village Wetland Submittal (If necessary) | \$ 1,500 |
| Task 4 – | Env. Permitting – Wetland Review Agency Coordination (If necessary) | \$ 1,500 |
| Task 5 – | Hydraulic Analysis and DuPage County Permitting | \$ 38,520 |
| Task 6 – | Prefinal Plans, Specifications and Estimate | \$ 24,976 |
| Task 7 – | Geotechnical Reports | \$ 2,650 |
| Task 8 – | Electrical Design – Borse Park | \$ 9,800 |
| Task 9 – | Final Plans, Specifications and Estimates | \$ 7,296 |
| Task 10 – | Bid Documents | \$ 4,748 |
| Task 11 – | QA/QC & Constructability Reviews | \$ 1,696 |
| Task 12 – | Project Management/Administration | \$ 2,120 |
| | Direct Costs | \$ 500 |
| Sub Total | | \$ 107,060 |

CONSTRUCTION ENGINEERING SERVICES

| | | |
|------------------|---|------------------|
| Task 1 – | Preconstruction Services | \$ 2,880 |
| Task 2 – | Submittal Review | \$ 4,480 |
| Task 3 – | Construction Observation | \$ 24,020 |
| Task 4 – | Post Construction | \$ 4,300 |
| Task 5 – | Material Inspection | \$ 2,750 |
| | Direct Costs (Vehicle Usage 25 Days @ \$65/Day) | \$ 1,625 |
| Sub Total | | \$ 40,055 |

TOTAL \$ 147,115

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

Sincerely,



Michael E. Kerr, PE
President

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF WILLOWBROOK.

BY: _____

TITLE: _____

DATE: _____



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

Revised October 8, 2024

October 7, 2024

Village of Willowbrook
Department of Public Works
835 Midway Drive
Willowbrook, Illinois 60527

Attention: Rick Valent, Director of Public Works

Subject: Proposal for Professional Engineering Services
Creeside Park Pedestrian Bridges

Dear Mr. Valent:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services for the subject project. The proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Village of Willowbrook (Village) is proposing to construct three (3) pedestrian bridges at Creekside Park.

Creekside Park: Three existing pedestrian bridges will be removed and replaced. The existing bridges are part of a mulch trail that connect Madison Street to Creekside Park. The existing bridges consist of shall wide flange steel beams with a timber deck on masonry abutments. The bridges have no railings and are in poor condition. The existing bridges cross a tributary of Flagg Creek known as the 63rd Street Ditch. The bridges are located approximately 210 ft, 450 ft, and 595 ft east of Madison Street. All bridges will consist of prefabricated steel truss superstructure. The westernmost bridge and middle bridge will have a 6 ft wide composite wood deck and will have 35 ft and 30 ft spans, respectively. The easternmost bridge will have a 10 ft wide reinforced concrete deck and will have a 32 ft span.

CBBEL will be performing design and construction observations services for this project.

SCOPE OF SERVICES

DESIGN ENGINEERING SERVICES:

Task 1 – Topographic Survey: As part of this task, CBBEL will perform Topographic Survey of the Creekside Park bridge path collecting topographical survey and detail of the three (3) existing pedestrian bridges (with location of trees within 20' of bridges), existing pathway (from tree-line to

tree line, 1,000 LF±), stream cross-sections at each existing bridge (25' upstream & downstream). The following scope items will be included in this task:

- Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.
- Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).
- Topographic Survey: CBBEL will field locate all pavements, driveways, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits. Field location of all above ground utilities including, but not limited to water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations.
- Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.
- Tree Survey: CBBEL will locate all trees over 6" inches in diameter within 25' of existing bridges for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.
- Base Mapping: CBBEL will compile all the above information onto base maps at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private improvements.

NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services and JULIE Utility Coordination are not included in this proposal

Task 2 – Environmental Permitting – US Army Corps of Engineers Application: An investigation of each project bridge site will be completed to delineate the limits of wetlands and waters of the United States present. The delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also, during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We also will locate the delineated boundaries using a submeter accuracy handheld GPS unit.

The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers (USACE) Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map, otherwise we will use the best available aerial photograph.

CBBEL Environmental Resources Staff will prepare the Corps of Engineers Permit Application(s). This information will include the required exhibits, specifications, data, and project information. This information will also be compiled and assembled for placement in a permit application package to the Illinois Environmental Protection Agency.

This task includes completion of initial coordination with the Illinois Department of Natural Resources (IDNR) and the US Fish and Wildlife Service (USFWS) regarding threatened and endangered species. If detailed coordination is necessary, a supplemental proposal will be provided to cover the cost of the additional required services.

Task 3 – Environmental Permitting – County/Village Wetland Submittal (If necessary): If necessary, CBBEL Environmental Resources Staff will assist the project engineer in preparation of the wetland, waters, and buffer portions of the County/Village Stormwater Management Permit Application. This information will include the required exhibits, specifications, data, and project information.

Task 4 – Environmental Permitting – Wetland Review Agency Coordination (If necessary): If necessary, during the permit review process, we expect to have meetings with the regulatory agencies, project engineer, and client. We also expect to have to prepare responses to comments received during the review process. We have budgeted for attendance at two meetings and include budget to cover the cost of submittal of two responses to comments. If additional meetings, or responses to comments, are required they will be billed on a time and materials basis.

Task 5 – Hydraulic Analysis and DuPage County Permitting – Creekside Park: It is assumed that the hydraulic analysis for the three pedestrian bridges have already been modeled by Nika and the HEC-RAS hydraulic analysis is substantially complete. CBBEL will review the analysis prepared by Nika and make any revisions as necessary for submittal to DuPage County.

As part of the DuPage County permitting, CBBEL will prepare compensatory storage calculations. Incremental storage at a ratio of 1:1 will be provided and documented in the tabular submittal. The required ratio is based on the pre-application meeting with DuPage County between LWC and DuPage County staff. Compensatory storage will be reflected in the hydraulic analysis.

CBBEL will submit a request to the IDNR-OWR to delegate review authority of the floodway to DuPage County. CBBEL will also prepare a tabular submittal to DuPage County, including supporting calculations and exhibits, for review and approval. This task assumes two responses to comments from the County.

We will perform scour calculations in accordance with current IDOT standards and guidance. Scour depths will be determined for the 100- and 200-year storm events based on the bridge geometry determined by CBBEL. It is assumed that the scour analysis will be used by CBBEL for design of the bridge only and that submittal to regulatory agencies is not required, therefore it is included in this task. If it is determined that the analysis needs to be submitted to IDOT, a separate proposal will be provided for that effort.

Task 6 - Prefinal Plans, Specifications and Estimate - Creekside Park: CBBEL will prepare prefinal plans, specifications, and cost estimate for three Centennial Park bridges. The bridge will be designed in accordance with the current AASHTO LRFD Bridge Design Specifications and LRFD Guide Specifications for the Design of Pedestrian Bridges. This task will include coordination with the project geotechnical engineer and with a truss manufacturer. Hours have been included in the task for a meeting with a contractor to discuss site access and installation of the proposed bridges.

The prefinal sheet list will be similar to the list noted in Task 6A. Each structure will have its own set of bridge plans. Architectural details and electrical plans will not be required for the Creekside Park structures.

CBBEL will use IDOT standard pay items whenever possible. Project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the Village for review.

Task 7 – Geotechnical Reports: CBBEL will retain SEECO Consultants, Inc. (SEEEO) to prepare geotechnical reports for the Creekside Park structures. Boring Logs have been completed by SEECO; however, geotechnical reports were not completed. SEECO will provide reports outlining the soil conditions at the sites and providing recommendations for foundation types/depths, including the need for undercuts at each structure. The reports will provide recommendations for the net allowable bearing pressure at foundation level for each structure.

Task 8 – Final Plans, Specifications and Estimates – Creekside Park: CBBEL will meet with Village staff to review their comments on the pre-final submittal. CBBEL will revise and finalize the contract documents and cost estimate. The documents will be resubmitted to the Village for final review.

Task 9 – Bid Documents – Creekside Park: CBBEL will make the final revisions to the contract documents based on the Village's final review comments. The requested number of copies of plans and specifications will be submitted to the Village. In addition to printed copies, we will provide the bid documents in electronic format.

Task 10 – QA/QC & Constructability Reviews: CBBEL will assign a QA/QC Manager to this project who will perform/oversee periodic project reviews to ensure the contract documents are accurate and complete. The goal of the QA/QC process is to minimize change orders and schedule delays during construction. During the reviews, emphasis will be placed on constructability, and the reviewer will carefully analyze the documents for conflicts between disciplines. At least one QA/QC review will be performed by a senior construction staff member.

Task 11 – Project Management/Administration: This task includes managing the day-to-day work effort on the project to ensure an efficient project development process. This task includes internal progress/status and quality reviews to ensure project milestones are being met and preparing monthly progress reports and invoicing.

CONSTRUCTION ENGINEERING SERVICES:

Task 1 – Pre-Construction Services:

- Attend pre-construction conference and prepare and circulate minutes.
- Review submittals from Contractor for compliance with the contract.
- Review Contractor's construction schedule for compliance with contract documents.
- Attend any public meetings with concerned residents, if requested.

Task 2 – Submittal Review: CBBEL will review submittals from the Contractor for conformance with the plans and specifications. This task will include review of shop drawing and structural calculations, in addition to responding to all associated requests for information.

Task 3 – Construction Observation: CBBEL will provide one full-time Resident Engineer for the duration of construction for the Creekside Park Pedestrian Bridges Project. This task is estimated to be 8 hours per day for 5 days a week for a duration of 7 weeks. Construction observation will include the following tasks:

- Check the Contractor's layout at regular intervals.

- Observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractors in dealing with any outside agencies.
- Inspect erosion and sediment control measures and notify the Contractor of any deficiencies.
- Draft and distribute construction notices to impacted residents impacted.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, submittals, reproductions, or original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all Contractors, subcontractors, and major material suppliers in the diary.
- Keep an inspector's daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.
- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village, prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.
- Except upon written instructions from the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all its obligations.

Task 4 – Post Construction: CBEL will perform the following tasks once construction is complete:

- Review the set of record drawings provided by the contractor.
- Coordinate and conduct the final walk-through with the Contractor and the Owner. CBEL will witness electrical testing performed by the Contractor to verify it complies with the Contract requirements. We will verify that all the items on the final punch list have been corrected. We will determine if the project has been completed in accordance with the Contract Documents and make recommendations to the Owner concerning acceptance of the project.

- Once the Contractor has fulfilled all obligations, prepare a final pay request for the Village's approval.

Task 5 – Material Inspection: CBBEL has budgeted \$2,750 to provide material inspection services through our sub-consultant SEECO Consultants, Inc. (SEECO). SEECO will complete the Quality Assurance (QA) material testing.

Please note that for any of the observation tasks with CBBEL may be performing, the Contractor(s) shall be informed that neither the presence of CBBEL field staff nor the observation and testing (if any) by our firm or subconsultant of our firm shall excuse the Contractor in any way for defects discovered in the work. It should be understood that CBBEL will not be responsible for any job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise nor supervise the Contractor(s) means and methods of their work.

ESTIMATE OF FEE

Based on the required above scope of services, the cost estimate to complete the proposed Design and Construction Engineering Services is summarized below.

DESIGN ENGINEERING SERVICES

| | |
|--|-------------------|
| Task 1 – Topographic Survey | \$ 18,020 |
| Task 2 – Env. Permitting – USACE Application | \$ 5,050 |
| Task 3 – Env. Permitting – County/Village Wetland Submittal (If necessary) | \$ 1,500 |
| Task 4 – Env. Permitting – Wetland Review Agency Coordination (If necessary) | \$ 1,500 |
| Task 5 – Hydraulic Analysis and DuPage County Permitting | \$ 36,800 |
| Task 6 – Prefinal Plans, Specifications and Estimate | \$ 35,228 |
| Task 7 – Geotechnical Reports | \$ 2,650 |
| Task 8 – Final Plans, Specifications and Estimates | \$ 9,964 |
| Task 9 – Bid Documents | \$ 5,336 |
| Task 10 – QA/QC & Constructability Reviews | \$ 1,696 |
| Task 11 – Project Management/Administration | \$ 2,120 |
| Direct Costs | \$ 500 |
| Sub Total | \$ 120,364 |

CONSTRUCTION ENGINEERING SERVICES

| | |
|---|-------------------|
| Task 1 – Preconstruction Services | \$ 3,150 |
| Task 2 – Submittal Review | \$ 5,360 |
| Task 3 – Construction Observation | \$ 45,320 |
| Task 4 – Post Construction | \$ 6,200 |
| Task 5 – Material Inspection | \$ 2,750 |
| Direct Costs (Vehicle Usage 35 Days @ \$65/Day) | \$ 2,275 |
| Sub Total | \$ 65,055 |
| TOTAL | \$ 185,419 |

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

Sincerely,



Michael E. Kerr, PE
President

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF WILLOWBROOK.

BY: _____

TITLE: _____

DATE: _____

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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
CONSTRUCTION ENGINEERING SERVICES FOR THE BORSE MEMORIAL
COMMUNITY PARK PEDESTRIAN BRIDGES PROJECT AND CREEKSIDE PARK
PEDESTRIAN BRIDGE REPLACEMENT PROJECT**

That certain Agreement by and between CHRISTOPHER B. BURKE ENGINEERING, LTD. (the "Engineer") and the VILLAGE OF WILLOWBROOK, to provide construction 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

READ, APPROVED AND AGREED

VILLAGE OF WILLOWBROOK

CHRISTOPHER B. BURKE
ENGINEERING, LTD.

By: _____
Frank A. Trilla, Mayor

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

Date: _____

Date: _____

ATTEST:

Gretchen Boerwinkle, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.e.i.

DATE: October 28, 2024

SUBJECT:

A RESOLUTION APPROVING, RATIFYING, AND CONFIRMING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF ILLINOIS FOR THE ORGANIZED RETAIL CRIME GRANT PROGRAM

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff is requesting a resolution approving and authorizing the execution of an intergovernmental grant agreement between the Village of Willowbrook and the Office of the Attorney General (AG) of the State of Illinois for the Organized Retail Crime (ORC) grant program.

BACKGROUND/SUMMARY

The Attorney General (AG) of the State of Illinois has offered a grant for participation in their Organized Retail Crime Program (ORC). The AG office has recognized that organized retail crime has a major impact upon retail merchants in the state and throughout the Village. Addressing this ongoing and growing problem requires working together among agencies in different jurisdictions and even regions of the state. The AG's office formed a task force of both law enforcement and prosecutors to address this problem. As part of their collaboration, the AG's office has begun offering a grant to local police agencies to assist in this effort.

The Organized Retail Crime Grant Program has been established to provide funds to police departments to pay for technology, such as cameras or forcible stop equipment, to identify and apprehend organized retail criminals. Funds have also been made available for personnel costs associated with investigating organized retail crime and providing crime prevention in the form of additional on-site personnel at retail centers.

The Willowbrook Police Department has applied for two previous rounds of the AG's ORC grant and was awarded \$182,000 in April 2023 and \$90,000 in June 2024. A third round of grant funding became available, and the Village was awarded \$79,250. The scope of the grant is as follows:

Equipment - \$36,750
Software - \$40,000
Overtime Pay - \$2,500

This grant is a reimbursement grant with no matching fund requirement. The obligation of funds must be completed by June 30, 2025. The award of this grant will provide valuable equipment, resources, and reimbursed personnel costs to address the growing problem of organized retail crime in Willowbrook.



FINANCIAL IMPACT

This grant is a reimbursement grant with no matching fund requirement. A future budget amendment motion will be required for any equipment or software expenditures that were not previously budgeted for in fiscal year 24/25.

RECOMMENDED ACTION:

Approve the resolution to execute the intergovernmental agreement with the Illinois Attorney General's office.

RESOLUTION NO. 24 R-_____

**A RESOLUTION APPROVING, RATIFYING, AND CONFIRMING THE EXECUTION
OF AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN
THE VILLAGE OF WILLOWBROOK AND THE OFFICE OF THE
ATTORNEY GENERAL OF THE STATE OF ILLINOIS FOR THE ORGANIZED
RETAIL CRIME GRANT PROGRAM**

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

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

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

WHEREAS, the Village of Willowbrook has determined that it is in the best interest of the residents of the Village, for the Village and the Office of the Attorney General of the State of Illinois to enter into an Intergovernmental Grant Agreement for funding to assist the Village Police Department to investigate and prosecute retail crime upon the terms and conditions contained in that certain Intergovernmental Agreement, attached hereto as Exhibit “A” and made a part hereof.

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

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

BE IT FURTHER RESOLVED that the Intergovernmental Agreement by and between the Village of Willowbrook and the Office of the Attorney General of the State of Illinois, is hereby approved, ratified and confirmed. The Village Administrator of the Village of Willowbrook is hereby directed and authorized to execute said Agreement on behalf of the Village of Willowbrook. A copy of said Intergovernmental Agreement is attached hereto as Exhibit “A” and made a part hereof.

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

PASSED and **APPROVED** this 28th day of October, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND THE OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF ILLINOIS**



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

KWAME RAOUL
ATTORNEY GENERAL

ORGANIZED RETAIL CRIME GRANT PROGRAM
GRANT AGREEMENT
25-0190ORC

This agreement entered into this 10th day of September, 2024, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and, Village of Willowbrook, an Illinois governmental agency hereinafter referred to as Grantee, witnesseth:

WHEREAS, pursuant to Article 38, Section 30 of Public Act 103-0589, effective July 1, 2024 (the Public Act), the Illinois General Assembly has appropriated from the General Revenue Fund to the Attorney General the sum of \$5,000,000, or so much thereof as may be necessary, for grants to law enforcement agencies to investigate and prosecute organized retail crime.

WHEREAS, Grantee has submitted to the Administrator a grant proposal dated, not signed, together with plans and specifications State of Illinois, as contemplated by the Public Act; and

WHEREAS, the grant proposal is acceptable to the Administrator and appears to comport with all applicable standards and procedures; and

WHEREAS, the Administrator desires that Grantee perform services as hereinafter set forth in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Public Act and in consideration of Grantee's representations contained in its grant proposal dated, not signed, and of the benefits to accrue to the People of the State of Illinois from the accomplishment of the project detailed in said grant proposal, the parties hereto mutually promise and agree as follows:

1. TERM. The term of this Agreement is for a period of 12 months, commencing July 1, 2024, and ending June 30, 2025, unless sooner terminated as herein provided.

2. PROVISION OF SERVICES AND GRANT ADMINISTRATION. Grantee agrees as follows:

(a) Grantee shall operate a program in accordance with "Program Description and "Clients Served" of the application submitted to the Administrator;

(b) Grantee shall use \$79,250.00 as outlined in the Budget of the application. Funds are available to program expenditures as shown in the Budget, Exhibit A.

(c) Grantee shall maintain an accounting system that substantially comports with the requirements set forth in the provisions of Title 89, Section 1100.200 of the Illinois Administrative Code (89 Ill. Adm. Code §1100.200);

(d) Grantee shall submit to the Administrator financial and activity reports each quarter covering the previous three (3) month period. Such reports shall be on forms specified by the Administrator. All reporting forms must be received by the Administrator no later than fifteen (15) days following the end of the reporting period. Such reports shall substantially comport with Title 89, Section 1100.270 (a) and (b) of the Illinois Administrative Code (89 Ill. Adm. Code §1100.270 (a) and (b)). Failure to comply with the deadlines for filing reports may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

(e) Grantee shall permit agents of the Administrator to inspect the financial records of Grantee as they relate to this Agreement; and

(f) Grantee shall permit agents of the Administrator to enter the premises of Grantee to observe the operation of Grantee's program. The Administrator shall give Grantee reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of Grantee in the providing of its services.

3. GRANT AWARD. Administrator agrees to contribute and provide financial support to Grantee in the amount of \$79,250.00. Grantee agrees to use such funds solely for the provision of services as specified in paragraph 2 of this Agreement and strictly in accordance with the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein, unless Grantee has otherwise modified the program or provision of services, in accordance with paragraph four (4) of this Grant Agreement. Administrator shall complete processing before September 30, 2024, on the conditions that sufficient funds have been deposited and that such funds have been appropriated for the purposes of this Agreement by the General Assembly of the State of Illinois and are available to the Administrator for disbursement for purposes of this Grant Agreement, and the Grantee has signed, notarized and returned an Agreement document to the Administrator prior to the processing date.

4. MODIFICATION OF PROGRAM. Grantee shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend the time constraints for the provision of such services as provided herein unless it shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Administrator. Furthermore, unless Grantee obtains the prior written consent of the Administrator, Grantee shall not do or cause to be done any of the following:

(a) Incur any expense or financial obligation from the grant award except as authorized by and provided in paragraph 2 and the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein;

(b) Incur expenses or financial obligations from such grant award in any line item category of such project budget in excess of the amount provided in such line item category; or

(c) Transfer any money from one line item category of such project budget to another line item category of such project budget except that a total amount of less than \$1,000 may be transferred within the budget without prior consent if done substantially in accordance with the requirements and restrictions of Title 89, Sections 1100.230 (e) (2) (A) – (E) of the Illinois Administrative Code (89 Ill. Adm. Code §1100.230 (e)(2)(A) – (E)).

5. ASSIGNMENT. Grantee shall make no assignment of this Agreement or of any right accruing under this Agreement or of any monies granted to Grantee pursuant to this Agreement without the written consent of the Administrator.

6. TERMINATION OF AGREEMENT. This Agreement may be terminated and canceled for cause by the Administrator, by giving written notice to Grantee thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Grantee as hereinafter provided. In the event that this Agreement is terminated prior to the expiration date, Grantee shall promptly return to Administrator all unexpended or lapsed funds, as provided in the rules promulgated by the Administrator for the implementation of the Organized Retail Crime Program.

7. EXPENDITURE OF GRANT FUNDS.

(a) All grant funds awarded hereunder shall be expended within the term of this Grant Agreement. Any grant funds not expended or legally obligated by the end of the term of this Grant Agreement must be returned to the Administrator within forty-five (45) days after the end of the term of this Grant Agreement. This Grant Agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*)

(b) Grantee agrees that neither it nor its employees shall:

1) knowingly use grant funds, or good or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity; or

2) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

For purposes of this paragraph, "prohibited political activity" has the meaning established in Section 1-5 of the State Officials and Employees Ethics Act (5 ILCS 430/1-5). Grantee acknowledges that a knowing violation of this paragraph is a business offense, and that Grantee may be fined up to \$5,000.

8. SEVERABILITY. This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any party hereto.

9. CHARITABLE ORGANIZATION STATUS. Grantee certifies that it is not a charitable organization subject to Illinois' Charitable Trust Act (760 ILCS 55/1 *et seq.*) and the Solicitation For Charity Act (225 ILCS 460/0.01 *et seq.*), and, if subject to either of these Acts, that all appropriate registration materials and annual reports have been filed with the Attorney General's Charitable Trust Bureau. Grantee, if subject to either of these Acts, agrees to notify the Administrator of the filing of appropriate registration materials and annual reports with the Attorney General's Charitable Trust Bureau that occurs after the date of this Agreement. Failure to timely submit all appropriate materials and reports to the Charitable Trust Bureau may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

CONFLICT OF INTEREST. Grantee agrees to comply with the provisions of the Illinois Procurement Code (Procurement Code) prohibiting conflicts of interest (30 ILCS 500/50-13) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§1300.5013 through 1300.5035); and all the terms, conditions, and provisions of those sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.

10. DISCRIMINATION.

(a) The provisions of Public Works Employment Discrimination Act (775 ILCS 10/0.01 *et seq.*) are applicable to this contract.

(b) Grantee hereby agrees to:

1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

2) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and

3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request. 775 ILCS 5/2-105.

(c) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the regulations promulgated thereunder (28 C.F.R. §35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Special Project Grant Agreement, Grantee certifies that services, programs, activities provided under this Special Project Grant Agreement are and will continue to be in compliance with the ADA.

11. **SEXUAL HARASSMENT POLICIES.** Grantee agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of "sexual harassment" under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/6-101). 775 ILCS 5/2-105(A)(4).

12. **IMMIGRATION REFORM AND CONTROL ACT OF 1986.** Grantee hereby certifies that, to the extent applicable to this Agreement, Grantee has complied with the provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986).

13. **BRIBERY.** Grantee hereby certifies that neither it nor any of its authorized agents has been convicted or made an admission as a matter of record of having bribed or attempted to bribe an officer or employee of any federal, State, or local governmental entity. 30 ILCS 500/50-5. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

14. **FELONY CONVICTION.** Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-10 of the Procurement Code (30 ILCS 500/50-10), which prohibits a person or business convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for that felony, unless the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

15. **SARBANES-OXLEY ACT.** Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5 of the Procurement Code (30 ILCS 500/50-10.5), which prohibits a business from bidding on or entering into a contract or subcontract under the Procurement Code, if the business or any officer, director, partner, or other managerial agent of

the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. §7201 et seq.) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five (5) years prior to the date of the bid or contract. Grantee acknowledges that the Administrator shall declare this contract void if this certification is false.

16. NON-ASSISTANCE CERTIFICATION. Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5(e) of the Procurement Code (30 ILCS 500/50-10.5(e)), which prohibits a person or business from bidding on or entering into a contract with the State if the person or business:

(a) assisted the State or the Administrator in determining whether there is a need for the contract except as part of a response to a publicly issued request for information; or

(b) assisted the State or the Administrator by reviewing, drafting, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance, except as part of a publicly issued opportunity to review drafts of all or part of these documents.

For purposes of this Certification, "business" includes all individuals with whom a business is affiliated, including, but not limited to, any officer, agent, employee, consultant, independent contractor, director, partner, manager, or shareholder of business.

17. DEBT DELINQUENCY. Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-11 of the Procurement Code (30 ILCS 500/50-11), which prohibits any person who knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State from entering into a contract with a State agency, unless that person or affiliate of that person, has entered into a deferred payment plan to pay off the debt. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

18. USE TAX. Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-12 of the Procurement Code (30 ILCS 500/50-12), which prohibits a person from entering into a contract with a State agency, unless the person and all of the person's affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person or affiliate is a "retailer maintaining a place of business within Illinois." Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

19. ENVIRONMENTAL PROTECTION ACT. Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-14 of the Procurement Code (30 ILCS 500/50-14), which prohibits for a period of five (5) years a person or business from doing business with the State of Illinois, including any State agency if the person or business has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act and unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is

no practicable contractual alternative available to the State. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

20. **FORCED LABOR.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

21. **CHILD LABOR CERTIFICATION.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (30 ILCS 584/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

22. **EDUCATIONAL LOANS.** To the extent that the Educational Loan Default Act (5 ILCS 385/0.01 et seq.) applies hereto, Grantee certifies that it is not in default on an educational loan.

23. **BID RIGGING AND BID ROTATING.** Grantee certifies that it has not been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/33E-3, 33E-4).

24. **DUES TO CLUBS WHICH DISCRIMINATE.** Grantee certifies that it is not prohibited from providing goods or services to the State of Illinois or from receiving any award or grant from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates. 775 ILCS 25/2.

25. **INTERNATIONAL ANTI-BOYCOTT.** Grantee certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 (50 U.S.C. §4601 et seq.) or the regulations of the United States Department of Commerce promulgated under that Act.

26. **DRUG FREE WORKPLACE CERTIFICATION.** This Grant Agreement may be subject to the Drug Free Workplace Act (30 ILCS 580/1 et seq.). If it meets the definition of "grantee" under section 2 of the aforementioned Act (30 ILCS 580/2), Grantee certifies and

agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act (30 ILCS 580/3) by:

(a) Publishing a statement:

- i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Grantee's or contractor's workplace;
- ii) Specifying the actions that will be taken against employees for violations of such prohibition; and
- iii) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - A) Abide by the terms of the statement; and
 - B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- i) The dangers of drug abuse in the workplace;
- ii) Grantee's or contractor's policy of maintaining a drug free workplace;
- iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- iv) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Administrator within ten (10) days after receiving notice under part (B) of paragraph (iii) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

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

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

27. REVOLVING DOOR PROHIBITION CERTIFICATION. Grantee certifies that it is not barred from engaging in any procurement activities under Section 50-30 of the Procurement Code (30 ILCS 500/50-30).

28. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION. Grantee certifies, under penalty of perjury, that its Federal Taxpayer Identification Number listed herein is accurate and true. Grantee further certifies that it is not subject to backup withholding because: (a) Grantee is exempt from backup withholding; or (b) Grantee has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified Grantee that it is no longer subject to backup withholding. Grantee also certifies that it is a U.S. citizen or other U.S. person.

Name of Grantee: Village of Willowbrook
(This should match the exact name on file with the IRS for the TIN Number provided below)

TIN Number (Federal Employer Identification Number): 36-6097046

Grantee certifies that it is performing the services covered by this Agreement as a(n):
(please check one)

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Single-Member Limited Liability Company
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Estate or trust
- ☐ Limited Liability Company (select applicable tax classification)
 - ☐ C Corporation
 - ☐ S Corporation
 - ☐ Partnership
- ☐ Other:
 - ☒ Governmental Entity—Political Subdivision of the State of Illinois
 - ☐ Nonprofit corporation exempt under IRS Code Section 501(c)(3)

29. BOARD OF ELECTIONS REGISTRATION CERTIFICATION. Grantee certifies that either (check applicable box):

☒ The Grantee is not required to register as a business entity with the State Board of Elections pursuant to sections 20-160 of the Procurement Code (30 ILCS 500/20-160) and Title 44, Section 1300.08 of the Attorney General's Procurement rules with respect to its contracts, bids, and proposals with the Office of the Attorney General; or

☐ The Grantee has registered as a business entity with the State Board of Elections with respect to its contracts, bids, and proposals with the Office of the Attorney General and acknowledges a continuing duty to update the registration.

☐ This contract is voidable in accordance with the provisions of section 50-60 of the Procurement Code (30 ILCS 500/50-60) for Grantee's failure to comply with section 20-160 with respect to the Grantee's contracts, bids, and proposals with the Attorney General.

30. EXPATRIATED ENTITY CERTIFICATION. As a condition of this Contract, Grantee certifies that it is not barred from bidding or entering into a contract with the State of Illinois as an "expatriated entity," as that term is defined in Section 1-15.120 of the Procurement Code (30 ILCS 500/1-15.120), or a member of a "unitary business group," as that phrase is defined in the Illinois Income Tax Act (35 ILCS 5/1501(a)(27)) with an expatriated entity as a member. 30 ILCS 500/50-17.

31. ATTEMPT TO INFLUENCE GRANT PROCESS CERTIFICATION. As a condition of this Contract, Grantee certifies that it has not retained a person or entity to attempt to influence the outcome of the award process associated with this grant.

32. CYBERSECURITY RISK CERTIFICATION. Grantee certifies that it is not prohibited from being awarded this grant due to a United States Department of Homeland Security Binding Operational Directive relating to cybersecurity risks. (30 ILCS 500/25-90).

33. LEGAL ENTITY AUTHORIZED TO TRANSACT BUSINESS IN ILLINOIS. Grantee certifies that it is a legal entity as of the date for submitting an application for the grant award contemplated by this Agreement. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a grantee prior to submitting an application for the grant contemplated by this Agreement. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of this Agreement,

34. NOTICES. All notices required to be served shall be served by certified mail, return receipt requested, duly addressed and postage prepaid. Notices shall be sent to the parties at the addresses given below, unless otherwise instructed:

ADMINISTRATOR:

Attorney General of the State of Illinois
115 South LaSalle Street
Chicago, Illinois 60603

GRANTEE:

Village of Willowbrook
835 Midway Dr.
Willowbrook IL 60527

In all correspondence between the parties hereto with respect to this Grant Agreement, the grant number shall be clearly identified and referred to. The grant number of this Grant Agreement is 25-0190ORC.

35. MAINTENANCE OF RECORDS. Grantee shall maintain and preserve all books, records, or papers relating to the programs or projects for which funds were provided under this contract, including the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract for a period of five (5) years after the completion of the contract. Grantee shall make available the contract and all books, records, and papers related to the contract for review and audit by the Auditor General of the State of Illinois or the Administrator. Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full and free access to all relevant materials. Grantee's failure to maintain the books, records, and papers required by this paragraph shall establish a presumption in favor of the Administrator for the recovery of any funds paid under the Special Project Grant Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

36. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this Agreement, Grantee shall act as and shall be deemed at all times to be an independent contractor.

37. MODIFICATION OF AGREEMENT. No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

38. APPLICABLE LAWS. The Grant Agreement and the Grantee's obligations and services under the Grant Agreement are hereby made subject to and must be performed in compliance with all Federal and State laws. The Grant Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

Administrator:

By: [Signature]
Kwame Raoul, Illinois Attorney General

9/10/24
Date

Grantee: Village of Willowbrook

By: Lauren Kaspar

Signature: [Signature] #521

Type or print name and title: LAUREN KASPAR, CHIEF OF POLICE

Date 9/3/24

GRANTEE CERTIFICATION:

I, LAUREN KASPAR, CHIEF OF POLICE
(Print Name) (Print Title)

hereby certify under oath, in accordance with section 4 of the Illinois Grant Funds Recovery Act (30 ILCS 705/4), that all information in this Grant Agreement is true and correct to the best of my knowledge, information and belief. I further certify, under oath, that the funds shall be used only for the purposes set forth in this Grant Agreement and that the award of grant funds is conditioned upon this certification.

[Signature] #521
(Signature)

Subscribed and sworn before me on this 3rd day of Sept, 2024.

[Signature]
Notary Public



EXHIBIT A
Grant Award
PROJECT BUDGET
25-0190ORC

| | |
|---|--------------------|
| Equipment | |
| Mobile Surveillance Cameras | \$36,750.00 |
| | |
| Contractual | |
| 2 nd yr. - ALPR Contract Renewal | \$40,000.00 |
| | |
| Officer Overtime Pay | \$2,500.00 |
| | |
| Total: | \$79,250.00 |



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.e.ii.

DATE: October 28, 2024

SUBJECT:

ORGANIZED RETAIL CRIME SURVEILLANCE CAMERAS LICENSE AGREEMENTS

- i. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH WILLOW COMMONS CENTER LLC
- ii. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH PECORA PROPERTIES LLC

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Village staff is requesting approval for a license agreement between the Village of Willowbrook and Willow Commons Center, LLC (Willow Center), and a second license agreement between the Village of Willowbrook and Pecora Properties LLC (Denny's).

BACKGROUND/SUMMARY

In March of 2023 and June of 2024, the Village of Willowbrook was approved for grant funds awarded by the State of Illinois Attorney General's Office to help with its Organized Retail Crime (ORC) program. As part of the grants award, the Village received funds to purchase Mobile Pro Camera Systems. Staff worked on partnering with local retail areas to identify locations to deploy these cameras. As deployment and work began to agree to terms with the property owners identified, two property owners withdrew their initial interest in partnering in this program. This resulted in an opportunity to reallocate three cameras to new locations.

Staff worked with Willow Commons in identifying their property for the deployment of two (2) cameras that were previously allocated elsewhere. Staff also worked with Denny's to identify an additional location on their property to add a camera to better enhance Village wide coverage.

Staff is seeking approval of the licensing agreement between the Village of Willowbrook and Willow Commons, and the approval of a second non-exclusive license agreement with Denny's.



Example of Mobile Pro Camera Systems in use

FINANCIAL IMPACT

No financial impact.

RECOMMENDED ACTION:

Staff is recommending approval of the resolutions to approve two new license agreements with Willow Commons and Denny's.

RESOLUTION NO. 24-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND
ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH
WILLOW COMMONS CENTER LLC**

WHEREAS, in March of 2023, and in June of 2024, the Village of Willowbrook (the “Village”) was approved for grants by the State of Illinois Attorney General’s Office to help with its organized retail crime (ORC) program, and as part of the grant award, the Village received funds to purchase Mobile Pro Camera Systems;

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

WHEREAS, Willow Commons Center LLC, Licensor, is the owner of that certain property located at Willow Commons, Willowbrook, Illinois (the “Property”);

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

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

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

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

SECTION 1. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. It is hereby determined that it is advisable, necessary and in the public interest that the Village accept, enter into and approve the Non-Exclusive License Agreement with Licensor, for the purpose of the construction, installation, maintenance and use of the Security Cameras, as described in the Non-Exclusive License Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and APPROVED this 28th day of October, 2024, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

Non-Exclusive License Agreement

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this ____ day of October, 2024, by and between Willow Commons Center LLC, an Illinois limited liability corporation (herein referred to as "Licensor") and the Village of Willowbrook, DuPage County, Illinois, an Illinois municipal corporation (herein referred to as "Licensee").

Licensee desires to enter onto property owned by Willow Commons Center LLC, commonly known as the parking lot of Willow Commons (301-341 75th Street), Willowbrook, Illinois (the "Property"), for the purpose of installing and attaching three (3) Sentry 6000 Mobile Pro Systems camera devices onto three (3) Willow Commons parking lot light poles owned and maintained by Willow Commons Center LLC, and the Licensor is willing to grant Licensee a temporary non-exclusive license to do so, on the terms and conditions set forth below.

Licensor hereby grants Licensee a temporary non-exclusive license for the purpose of installing, attaching, maintaining and using three (3) Sentry 6000 Mobile Pro Systems camera devices onto three (3) Willow Commons parking lot light poles owned and maintained by Willow Commons Center LLC, subject to the following terms and conditions:

(1) **TERM.** The term of this License shall begin upon execution of this License Agreement by both Parties and continue until revoked or terminated, in writing, by either party as hereinafter provided (the "License Term"). In addition to the right to terminate, as provided herein, in the event of a default by Licensee, Licensor shall have all rights and remedies, as provided by law and equity, and shall be entitled to recover its costs, including attorneys' fees, incurred to pursue such remedies. The indemnity provision of Section 7 below will remain in full force and effect and survive any expiration or termination of this License Agreement, by lapse of time, or otherwise.

(2) **RESTRICTION ON USE.** Licensee shall only use the Property for the purposes stated above. Licensee shall not store or permit any storage of any materials or items on the Property other than attaching three (3) Sentry 6000 Mobile Pro Systems camera devices onto three (3) Willow Commons parking lot light poles which shall be affixed and attached to the light pole by Licensee. The cost of the installation shall be the sole responsibility of Licensee. The Licensee shall not alter the Property or the light poles in any fashion without the written consent of the Licensor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Licensor's use of or access to the Property. The cost of acquisition of the three (3) Sentry 6000 Mobile Pro Systems camera devices shall be the sole responsibility of Licensee and the three (3) Sentry 6000 Mobile Pro Systems camera devices shall be the sole and exclusive property of the Licensee.

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

(3) **CONDITION; MAINTENANCE; REPAIR.** Licensee accepts the Property in its current condition, and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair any of the three (3) Sentry 6000 Mobile Pro Systems camera devices during the License Term. Licensee shall be solely responsible for all required licenses, approvals and permits. Any maintenance or repairs made to the camera devices on the Property by the Licensee shall be made at the

sole expense of the Licensee, and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Licensor grants access to the Property to Licensee to maintain, repair, or replace any of the three (3) Sentry 6000 Mobile Pro Systems camera devices, as needed, during the term of the License, provided that repairs are to be conducted during regular business hours with ten (10) days prior written notice to Licensor. Further, Licensor shall not be liable to Licensee for any damage or injury occasioned by the failure of the Licensor to keep the Property maintained and in repair.

(4) **INSTALLATION COSTS:** Licensee shall be solely responsible for the electrical hookup costs incurred in the installation of the three (3) Sentry 6000 Mobile Pro Systems camera devices onto the three (3) Willow Commons parking lot light poles.

(5) **ELECTRICITY COSTS ONLY:** Licensor shall be solely responsible for the electricity costs incurred in the operation of the camera devices in the operation of the three (3) Willow Commons parking lot light poles.

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

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

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

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

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

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

If to Licensor:

Willow Commons Center LLC
c/o Mike Meyers

With a copy to:

Inland Commercial Real Estate Services
Attn: General Counsel
2901 Butterfield Road
Oak Brook, IL 60523

(8) Upon termination of this License, Licensee shall, at its sole cost, remove the three (3) Sentry 6000 Mobile Pro Systems camera devices.

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

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

LICENSOR

Willow Commons Center LLC, an Illinois limited liability corporation

By: _____

_____ **(Title i.e. President)**

Attest: _____

(Title i.e. Secretary)

LICENSEE

Village of Willowbrook, an Illinois municipal corporation

By: _____

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.e.ii.

DATE: October 28, 2024

SUBJECT:

ORGANIZED RETAIL CRIME SURVEILLANCE CAMERAS LICENSE AGREEMENTS

- i. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH WILLOW COMMONS CENTER LLC
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TO: Mayor Trilla and Board of Trustees
FROM: Benjamin Kadolph, Deputy Chief of Police
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Village staff is requesting approval for a license agreement between the Village of Willowbrook and Willow Commons Center, LLC (Willow Center), and a second license agreement between the Village of Willowbrook and Pecora Properties LLC (Denny's).

BACKGROUND/SUMMARY

In March of 2023 and June of 2024, the Village of Willowbrook was approved for grant funds awarded by the State of Illinois Attorney General's Office to help with its Organized Retail Crime (ORC) program. As part of the grants award, the Village received funds to purchase Mobile Pro Camera Systems. Staff worked on partnering with local retail areas to identify locations to deploy these cameras. As deployment and work began to agree to terms with the property owners identified, two property owners withdrew their initial interest in partnering in this program. This resulted in an opportunity to reallocate three cameras to new locations.

Staff worked with Willow Commons in identifying their property for the deployment of two (2) cameras that were previously allocated elsewhere. Staff also worked with Denny's to identify an additional location on their property to add a camera to better enhance Village wide coverage.

Staff is seeking approval of the licensing agreement between the Village of Willowbrook and Willow Commons, and the approval of a second non-exclusive license agreement with Denny's.



Example of Mobile Pro Camera Systems in use

FINANCIAL IMPACT

No financial impact.

RECOMMENDED ACTION:

Staff is recommending approval of the resolutions to approve two new license agreements with Willow Commons and Denny's.

RESOLUTION NO. 24-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND
ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH
PECORA PROPERTIES LLC**

WHEREAS, in March of 2023, and in June of 2024, the Village of Willowbrook (the “Village”) was approved for grants by the State of Illinois Attorney General’s Office to help with its organized retail crime (ORC) program, and as part of the grant award, the Village received funds to purchase Mobile Pro Camera Systems;

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

WHEREAS, Pecora Properties LLC, Licensors, is the owner of that certain property located at 7737 Kingery Highway, Willowbrook, Illinois (the “Property”);

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

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

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

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

SECTION 1. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. It is hereby determined that it is advisable, necessary and in the public interest that the Village accept, enter into and approve the Non-Exclusive License Agreement with Licensor, for the purpose of the construction, installation, maintenance and use of the Security Camera, as described in the Non-Exclusive License Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and APPROVED this 28th day of October, 2024, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

Non-Exclusive License Agreement

Non-Exclusive License Agreement

This License Agreement ("License") is made and entered into on this ____ day of October, 2024, by and between Pecora Properties LLC, an Illinois limited liability corporation (herein referred to as "Licensor") and the Village of Willowbrook, DuPage County, Illinois, an Illinois municipal corporation (herein referred to as "Licensee").

Licensee desires to enter onto property owned by Pecora Properties LLC, commonly known as the parking lot of 7737 Kingery Highway, Willowbrook, Illinois (the "Property"), for the purpose of installing and attaching one (1) Sentry 6000 Mobile Pro Systems camera device onto one (1) parking lot light pole owned and maintained by Pecora Properties LLC, and the Licensor is willing to grant Licensee a temporary non-exclusive license to do so, on the terms and conditions set forth below.

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

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

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

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

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

any damage or injury occasioned by the failure of the Licensor to keep the Property maintained and in repair.

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

(5) **ELECTRICITY COSTS ONLY:** Licensor shall be solely responsible for the electricity costs incurred in the operation of the camera device and in the operation of the one (1) parking lot light pole.

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

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

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

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

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

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

If to Licensor:

Pecora Properties LLC
c/o Thomas F. Glavin & Associates
414 Plaza Drive, Suite 304
Westmont, IL 60559
Attn: Tim Glavin

(8) Upon termination of this License, Licensee shall, at its sole cost, remove the one (1) Sentry 6000 Mobile Pro Systems camera device.

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

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

LICENSOR

Pecora Properties LLC, an Illinois limited liability corporation

By: _____
John Pecora, LLC Manager

Attest: _____
Chris Pecora, Manager

LICENSEE

Village of Willowbrook, an Illinois municipal corporation

By: _____
Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.f.

DATE: October 28, 2024

SUBJECT:

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

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

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

BACKGROUND/SUMMARY

Staff has Village-owned weapons, monitors, scanners, cameras, and miscellaneous electronics deemed surplus, ready for disposal, recycling, or sale.

| Qty. | EQUIPMENT | MAKE/MODEL |
|------|---------------------|---|
| 12 | LCD MONITOR | ACER V233H |
| 2 | LCD MONITOR | ACER V236HL |
| 3 | LCD MONITOR | HP PRO P202 |
| 1 | LCD MONITOR | HP W2082a |
| 1 | LCD MONITOR | AOC E22525 |
| 1 | FINGERPRINT SCANNER | COGENT SYSTEMS C5500e |
| 1 | LCD MONITOR | NEC MULTISYNC V63 |
| 1 | VIDEO CAMERA | SONY DCR-HC21 |
| 1 | HANDGUN | Smith & Wesson Model 59 S/N# A378526 |
| 1 | HANDGUN | Smith & Wesson Model 659 S/N# TBA9248 |
| 1 | HANDGUN | Colt MK IV/Series 80, .380 S/N # RC55293 |
| 1 | HANDGUN | Smith & Wesson, Mod 65-2 S/N# 10218 |



| Qty. | EQUIPMENT | MAKE/MODEL |
|------|------------|--|
| 1 | HANDGUN | Colt Detective Special, .38 S/N# F29487 |
| 1 | HANDGUN | Amadeo Rossi, .38 special S/N# D765165 |
| 1 | HANDGUN | Smith & Wesson, Mod 36 S/N# 7684 |
| 1 | HANDGUN | Colt Cobra, .38 special S/N# 223279 |
| 1 | HANDGUN | Smith & Wesson, Mod 10-5 S/N# 28089 |
| 1 | HANDGUN | Colt Agent .38 special S/N# M92471 |
| 1 | HANDGUN | Charter Arms Undercover .38 S/N# 405992 |
| 3 | CELL PHONE | APPLE IPHONE 12 |
| 2 | TABLETS | PANASONIC FG-Z1 |
| 1 | PRINTER | ZEBRA P120I |

FINANCIAL IMPACT

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

RECOMMENDED ACTION:

Adopt the ordinance to dispose of surplus property.

ORDINANCE NO. 24-O-_____

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

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

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

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

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

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

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

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

PASSED and APPROVED this 28th day of October, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT "A"**SURPLUS PERSONAL PROPERTY**

| Qty. | EQUIPMENT | MAKE/MODEL |
|-------------|---------------------|---|
| 12 | LCD MONITOR | ACER V233H |
| 2 | LCD MONITOR | ACER V236HL |
| 3 | LCD MONITOR | HP PRO P202 |
| 1 | LCD MONITOR | HP W2082a |
| 1 | LCD MONITOR | AOC E22525 |
| 1 | FINGERPRINT SCANNER | COGENT SYSTEMS C5500e |
| 1 | LCD MONITOR | NEC MULTISYNC V63 |
| 1 | VIDEO CAMERA | SONY DCR-HC21 |
| 1 | HANDGUN | Smith & Wesson Model 59 S/N# A378526 |
| 1 | HANDGUN | Smith & Wesson Model 659 S/N# TBA9248 |
| 1 | HANDGUN | Colt MK IV/Series 80, .380 S/N # RC55293 |
| 1 | HANDGUN | Smith & Wesson, Mod 65-2 S/N# 10218 |
| 1 | HANDGUN | Colt Detective Special, .38 S/N# F29487 |
| 1 | HANDGUN | Amadeo Rossi, .38 special S/N# D765165 |
| 1 | HANDGUN | Smith & Wesson, Mod 36 S/N# 7684 |
| 1 | HANDGUN | Colt Cobra, .38 special S/N# 223279 |
| 1 | HANDGUN | Smith & Wesson, Mod 10-5 S/N# 28089 |
| 1 | HANDGUN | Colt Agent .38 special S/N# M92471 |
| 1 | HANDGUN | Charter Arms Undercover .38 S/N# 405992 |
| 3 | CELL PHONE | APPLE IPHONE 12 |
| 2 | TABLETS | PANASONIC FG-Z1 |
| 1 | PRINTER | ZEBRA P120I |



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.g.

DATE: October 28, 2024

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, A FOUR-YEAR EXTENSION OF THE ILLINOIS LOCAL ELEVATOR SAFETY PROGRAM AGREEMENT WITH THE OFFICE OF THE ILLINOIS STATE FIRE MARSHAL ("OSFM").

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To pass a resolution to approve the renewal agreement with the Office of the Illinois State Fire Marshal (OSFM) for the local Elevator Safety Program. Under this agreement the Village utilizes Thompson Elevator Inspection Service, Inc. for our local elevator inspections.

BACKGROUND/SUMMARY

In August 2016 and renewed in March 2021, the Village entered into an agreement with the Office of the Illinois State Fire Marshal (OSFM) for their local Elevator Safety Program. Under this agreement the Village utilizes Thompson Elevator Inspection Service, Inc., for our local elevator inspections.

The Village, by signing this four-year agreement, agrees to operate its program in compliance and conformance with the Elevator Safety and Regulation Act and Administrative Rules. Under the program, the local administrator shall:

- A. Issue construction and alteration permits and certificates of operation.
- B. Consider requests to extend the time frame for construction or alteration permits. Such requests shall be granted for an additional twelve (12) months if the request is received by the Local Administrator prior to expiration of the existing permit. Extension requests received by the Local Administrator after the expiration of the existing permit shall be denied, requiring a new application that must be accompanied by payment of the current fee charged by the Local Administrator.
- C. Provide for inspection of elevators, including temporary operation inspections.
- D. Grant exceptions and variances from the literal requirements of applicable State codes, standards and regulations in cases in which such variances would not jeopardize public safety and welfare. The OSFM shall be notified immediately by mail of any exception or variance granted. The OSFM may object to such exception or variance within seven (7) business days of receipt of the notice. Should the OSFM and



Local Administrator not reach agreement on the exception or variance, the matter should be directed to the Board to hear and decide.

- E. Enforce the applicable provisions of the Elevator Safety Act, and levy fines in accordance with the Municipal Code [65 ILCS 5] or Counties Code [55 ILCS 5].
- F. Maintain for inspection by the OSFM the following documentation and information, all of which shall be maintained for a 2-year period:
 - a. All permit applications;
 - b. All permits issued by the Local Administrator;
 - c. All exceptions or variances granted or denied;
 - d. All inspection reports for conveyances subject to the Program, and
 - e. Proper records demonstrating the number of Certificates of Operation issued by the Local Administrator.
- G. Ensure that all inspections are performed by personnel properly licensed by the State.
- H. Notify the OSFM of any instances of non-compliance with the Elevator Safety Act and/or Administrative Rules of which it becomes aware.
- I. Amend its Program within ninety (90) days of receipt of notice from the OSFM informing them of changes to any form, document, the Standards and/or rules that affect the Program.
- J. Notify the OSFM at least ninety (90) days in advance of the date the Local Administrator elects to discontinue its Program.
- K. Require all conveyances in its jurisdiction to register and pay the associated fee to the OSFM and put out-of-service and report to the OSFM the names of the owners of those conveyances that fail to register within thirty (30) days of determination that the conveyance is not registered.
- L. To make itself available, upon reasonable notice, to meet with the OSFM or its representatives, to ensure compliance with the Elevator Safety Act and Administrative Rules.

FINANCIAL IMPACT

The elevator safety and inspection services budget for FY 24/25 is \$5,900. There will be no changes or additional financial impact.

RECOMMENDED ACTION:

Staff recommends the Village renew the four-year extension to the Illinois Elevator Safety Program agreement.

RESOLUTION NO. 24 R-_____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, A FOUR-YEAR EXTENSION OF THE ILLINOIS LOCAL ELEVATOR SAFETY PROGRAM AGREEMENT WITH THE OFFICE OF THE ILLINOIS STATE FIRE MARSHALL (“OSFM”)

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the certain Four-Year Extension to the Illinois Local Elevator Safety Program Agreement between the Village of Willowbrook and the Office of the Illinois State Fire Marshall (“OSFM”), attached hereto as Exhibit “A”, which is, by this reference, expressly incorporated herein, is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby directed to execute said Four-Year Extension to the Illinois Local Elevator Safety Program Agreement on behalf of the Village of Willowbrook.

PASSED and APPROVED this 28th day of October, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

ILLINOIS LOCAL ELEVATOR SAFETY PROGRAM AGREEMENT



ILLINOIS LOCAL ELEVATOR SAFETY PROGRAM AGREEMENT

This Illinois Local Elevator Safety Program Agreement ("Agreement") is made between the Office of the State Fire Marshal ("OSFM") and the municipality or county ("Local Administrator") as hereinafter identified.

This Agreement constitutes a contract between the OSFM and Local Administrator which permits the Local Administrator to operate a Local Elevator Safety Program ("Program") in conformity with Section 140 of the Elevator Safety Act (225 ILCS 312/140) and the Administrative Rules adopted at 41 Ill. Adm. Code 1000. In that regard, the Local Administrator agrees to the following:

1. This Agreement will become effective on the date it is accepted by the OSFM and shall remain valid for a period of four (4) calendar years thereafter. Prior to the expiration of this Agreement, the Local Administrator shall reapply for approval of its Program by submitting to the OSFM the information detailed in Section 2, below.
2. The Local Administrator shall submit to the OSFM, along with this Agreement executed by an officer of the Local Administrator, the following information, and shall notify the OSFM in writing of any changes to subsections "A" and "B" thereafter during the term of this Agreement:
 - A. The name and contact information of the Local Administrator's designated Local Elevator Safety Program manager. It is the responsibility of the Local Administrator to notify the OSFM of any changes to the Local Elevator Safety Program manager's name and contact information.
 - B. The name and contact information of any third party inspection company or companies under contract with the Local Administrator, or the name and license number of the inspector(s) employed by the Local Administrator to perform such inspections.
 - C. The number and type of conveyances covered by the Program.
 - D. The number and type of conveyances NOT covered by the Program, if any. These records shall be maintained by the Local Administrator.
3. The Local Administrator, by signing this Agreement, attests to the OSFM that it will enforce safety standards, codes and regulations at least as stringent as those adopted in the current version of the Illinois Elevator Safety Rules, 41 Ill. Adm. Code 1000.60. The Local Administrator also agrees to amend and enforce its Program, as required by Section 6(I) of this Agreement, to reflect subsequent amendments to the safety standards, codes and regulations adopted by the Illinois Elevator Safety Rules.
4. Should the Local Administrator desire to amend any of the Standards, the Local Administrator must submit to the OSFM, for approval by the Illinois Elevator Safety Review Board ("Board"), a copy of the amendment and its reason for the change. The Board shall review the amendment and notify the Local Administrator no later than thirty (30) days after the Board meeting at which the variance request is heard of its approval or denial.
5. With respect to ASME A17.3-2005, Safety Code for Existing Elevators and Escalators, upgrades required by Section 35(h) must be completed no later than January 1, 2015. By signing this Agreement, the Local Administrator recognizes that Public Act 97-1048 adjusted the compliance date for upgrade requirements to the restricted opening of hoistway doors or car doors on passenger elevators from January 1, 2015 to January 1, 2014. An



existing conveyance is a conveyance located in a building for which a building permit was issued prior to the effective date of the Administrative Rules which were adopted in conformance with the Elevator Safety and Regulation Act.

6. By signing this Agreement, the Local Administrator agrees to operate its Program in compliance and conformance with the Elevator Safety and Regulation Act and Administrative Rules. Under the Program, the Local Administrator shall:
- A. Issue construction and alteration permits and certificates of operation.
 - B. Consider requests to extend the time frame for construction or alteration permits. Such requests shall be granted for an additional twelve (12) months if the request is received by the Local Administrator prior to expiration of the existing permit. Extension requests received by the Local Administrator after the expiration of the existing permit shall be denied, requiring a new application that must be accompanied by payment of the current fee charged by the Local Administrator.
 - C. Provide for inspection of elevators, including temporary operation inspections.
 - D. Grant exceptions and variances from the literal requirements of applicable State codes, standards and regulations in cases in which such variances would not jeopardize the public safety and welfare. The OSFM shall be notified immediately by mail of any exception or variance granted. The OSFM may object to such exception or variance within seven (7) business days of receipt of the notice. Should the OSFM and Local Administrator not reach agreement on the exception or variance, the matter shall be directed to the Board to hear and decide.
 - E. Enforce the applicable provisions of the Elevator Safety Act, and levy fines in accordance with the Municipal Code [65 ILCS 5] or Counties Code [55 ILCS 5].
 - F. Maintain for inspection by the OSFM the following documentation and information, all of which shall be maintained for a 2-year period:
 - i. All permit applications;
 - ii. All permits issued by the Local Administrator;
 - iii. All exceptions or variances granted or denied;
 - iv. All inspection reports for conveyances subject to the Program, and
 - v. Proper records demonstrating the number of Certificates of Operation issued by the Local Administrator.
 - G. Ensure that all inspections are performed by personnel properly licensed by the State.
 - H. Notify the OSFM of any instances of non-compliance with the Elevator Safety Act and/or Administrative Rules of which it becomes aware.
 - I. Amend its Program within ninety (90) days of receipt of notice from the OSFM informing them of changes to any form, document, the Standards and/or rules that affect the Program.
 - J. Notify the OSFM at least ninety (90) days in advance of the date the Local Administrator elects to discontinue its Program.
 - K. Require all conveyances in its jurisdiction to register and pay the associated fee to the OSFM, and put out-of-service and report to the OSFM the names of the owners of those conveyances that fail to register within thirty (30) days of determination that the conveyance is not registered.



- L. To make itself available, upon reasonable notice, to meet with the OSFM or its representatives, to ensure compliance with the Elevator Safety Act and Administrative Rules.
- 7. In accordance with the Elevator Safety and Regulation Act and the Administrative Rules, with the exception of the registration fees, the fees and procedures for applications, permits, inspection and enforcement under the Local Administrator's Program shall remain the jurisdiction of the Local Administrator, and such procedures shall take precedence over the procedures adopted by the OSFM and Board.
- 8. Should the OSFM determine that the Program does not meet the requirements of the Elevator Safety and Regulation Act or the Administrative Rules, the OSFM shall notify the Local Administrator of the corrective actions needed to bring the Local Program into compliance. Should the Local Administrator fail to make the corrections, the OSFM may, after allowing time for corrective action, and after a hearing under Section 160 of the Administrative Rules, withdraw approval of the Program.
- 9. A copy of the Administrative Rules (41 Ill. Admin. Code 1000) is available at:
<https://www.ilga.gov/commission/jcar/admincode/041/04101000sections.html>.
- 10. The Illinois Local Elevator Safety Program Agreement Signature Page follows on the next page of this document.



ILLINOIS LOCAL ELEVATOR SAFETY PROGRAM AGREEMENT SIGNATURE PAGE

LOCAL ADMINISTRATOR

Name of Local Administrator (Municipality or County):

Signature of Local Administrator's Officer:

Printed Name of Officer:

Title of Officer:

Officer's Contact Information:

Email Address:

Phone Number:

____ / ____ / ____
Date Signed:

2A Name _____
Title _____
Ph _____

B. Thompson Elevator Inspection Service
830 E Rand Rd, Unit 10
Mt Prospect, IL 60056

C. See separate sheet

D Non-Registered Conveyances: See 2C Other- these
units may be dock lifts, material lifts, casket lifts,
conveyors, scissor lifts, pool equipment, auto lifts, but not
limited to.

Street Address:

City, State, Zip:

OFFICE OF THE STATE FIRE MARSHAL

Agreement Accepted for OSFM by:

James A Rivera, State Fire Marshal
1035 Stevenson Drive
Springfield, IL 62703
(217) 785-0969

____ / ____ / ____
Date Signed/Accepted:

2024-2025 Illinois Elevator Safety Program Agreement

| | |
|-------------------|-------------|
| Municipality Name | Willowbrook |
|-------------------|-------------|

| | | | | | | | | | |
|-----------|-----------------|------------------|-----------|------------------|----------------------------|-------------|--|--------------|--------------------|
| 2C | <u>Hyd-Elev</u> | <u>Trac-Elev</u> | <u>DW</u> | <u>Escalator</u> | <u>WCL /</u> <u>VPL</u> | <u>Lift</u> | <u>Sidewalk /</u> <u>People Mover</u> | <u>Other</u> | <u>Total Units</u> |
| | 50 | 3 | 3 | 0 | 3 | 5 | 0 | 4 | 68 |



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.h.i.

DATE: October 28, 2024

SUBJECT:

A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD OF POLICE COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF SERGEANT WITHIN THE VILLAGE POLICE DEPARTMENT

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

A Resolution authorizing the Board of Police Commissioners (BOPC) to affect the original promotion of one (1) candidate to the rank of sergeant within the police department.

BACKGROUND/SUMMARY

The current composition of the Willowbrook Police Department as provided by Title 5, Chapter 1, Section 5-1-1 of the municipal code is as follows:

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 and October 24th, 2024, retirement of Sergeant Darren Biggs, the total number of sworn officers is twenty-six (26) in the police department leaving one vacancy in the rank of Sergeant.

FINANCIAL IMPACT

None.

RECOMMENDED ACTION:

Adopt the resolution authorizing the Board of Police Commissioners (BOPC) to affect the original promotion of one (1) candidate to the rank of sergeant within the police department.

RESOLUTION NO. 24-R-_____

A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD OF POLICE COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF SERGEANT WITHIN THE VILLAGE POLICE DEPARTMENT

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Board of Police Commissioners (BOPC) is hereby authorized and directed to effect the original appointment of one (1) candidate to fill a vacancy in the rank of Sergeant within the Willowbrook Police Department.

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

PASSED and APPROVED this 28th day of October, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.h.ii.

DATE: October 28, 2024

SUBJECT:

A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD OF POLICE COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF PATROL OFFICER WITHIN THE VILLAGE POLICE DEPARTMENT

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff is seeking Village Board approval to allow the Board of Police Commissioners to make an original appointment for one candidate to the position of patrol officer.

BACKGROUND/SUMMARY

The current composition of the Willowbrook Police Department as provided by Title 5, Chapter 1, Section 5-1-1 of the municipal code is as follows:

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 and October 24th, 2024, retirement of Sergeant Darren Biggs, the total number of sworn officers is twenty-six (26) in the police department leaving one vacancy. Since the last hire was a lateral, staff is back on track with the hiring rotation outlined in Title 5, Chapter 1, Section 5-1-14 of the municipal code and does not have to deviate at this time.

Allowing the Board of Police Commissioners to make an original appointment of one (1) candidate to patrol officer will put the Department back at full staffing.

FINANCIAL IMPACT

None.

RECOMMENDED ACTION:

Adopt the Resolution, which will enable the Board of Police Commissioners to make an original appointment of one (1) candidate to patrol officer.

RESOLUTION NO. 24-R-_____

A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD OF POLICE COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF PATROL OFFICER WITHIN THE VILLAGE POLICE DEPARTMENT

WHEREAS, Title 2, Chapter 4, Section 6, of the Village Code of Ordinances, provides that the Board of Police Commissioners (BOPC) of the Village shall make original appointments in the Police Department upon written receipt of a written resolution to do so, duly adopted by a majority vote of the corporate authorities of the Village; and

WHEREAS, the Village Code provides that original appointments of police officers shall be made on a rotating basis pursuant to Title 2, Chapter 4, Section 6, or Title 5, Chapter 1, Section 5-1-14, of the Village Code of Ordinances; and

WHEREAS, with the most recent lateral hire to the rank of patrol officer, the Village is in compliance with the hiring rotation basis, as outlined in Section 5-1-14 of the Village Code of Ordinances.

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

SECTION 1. The facts and statements contained in the preamble to the resolution are found to be true and correct, and we hereby adopt, as part of this resolution.

SECTION 2. It is hereby determined by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Board of Fire and Police Commissioners (BOPC) is hereby authorized and directed to effect the original appointment of one (1) candidate to fill a vacancy in the rank of patrol officer within the Willowbrook Police Department.

This Resolution shall be in full force and effect upon its passage and approval, as required

by law.

PASSED and APPROVED this 28th day of October, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.

DATE: October 28, 2024

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING THE PROPERTY TAXES TO BE LEVIED FOR THE 2024 PROPERTY TAX LEVY

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lora Flori, Chief Financial Officer
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

The Truth-in-Taxation Act of the State of Illinois, 35 ILCS 200/18-60, requires the Village, not less than twenty (20) days prior to adoption of its aggregate levy, to determine the amounts of money estimated to be necessary to be raised by taxes for the year, exclusive of the cost of conducting an election required by the Election Code and debt service levies.

BACKGROUND/SUMMARY

The Parks and Recreation Department budget includes a Special Recreation Tax Levy to fund certain eligible expenditures to ensure that the Village is compliant with the Americans with Disabilities Act (ADA). Beginning in FY2006, the Board levied Special Recreation Tax as an alternative to funding these expenditures from revenue sources of the General Fund. The following expenditures are funded by the Special Recreation Tax Levy:

1. Village of Willowbrook's current membership in the South East Association for Special Parks and Recreation (SEASPAR) which began in September 2024.
2. Expenditures in assisting recreation participants requiring ADA accommodations, such as one-on-one aides.
3. Improvement to Village parks and playgrounds to provide better accessibility.

FINANCIAL IMPACT

The proposed Special Recreation Tax Levy (see attachment to this Resolution) for 2024 is \$67,575, which is a 5% decrease from the prior year's requested tax levy. All property taxes collected are restricted to being used on special recreation activities.

To comply with the 20-day requirement noted above, Village staff will present the ordinance to adopt the Special Recreation Tax Levy at the November 12, 2024 Village Board meeting.

RECOMMENDED ACTION:

Adopt the Resolution to estimate the property tax levy for 2024.

RESOLUTION NO. 24-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING
THE PROPERTY TAXES TO BE LEVIED FOR
THE 2024 PROPERTY TAX LEVY**

WHEREAS, Section 18-60 of the Truth-in-Taxation Act of the State of Illinois, 35 ILCS 200/18-60, *et seq.*, requires the corporate authorities, not less than twenty (20) days prior to adoption of its aggregate levy, to determine the amounts of money estimated to be necessary to be raised by taxes from year to year, exclusive of cost of conducting an election as required by the Election Code and debt service levies.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the corporate authorities hereby declare that the 2024 net tax levy for the Village of Willowbrook, exclusive of the cost of conducting an election and debt service levies, has been estimated to be Sixty-Seven Thousand Five Hundred Seventy-Five and 00/100ths Dollars (\$67,575.00).

PASSED and APPROVED this 28th day of October, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

2024 Special Recreation Tax Levy (To be Collected FY 2025-26)

2024 Special Recreation Tax Levy (To be Collected FY 2025-26)

| | | <u>FY25-26 Levy</u> | <u>Prior Levy</u> |
|---|---|---------------------|-------------------|
| 1 | Gateway SRA / SEASPAR Membership ⁽¹⁾ (Account 01-20-590-518) | \$ 53,000 | \$ 52,533 |
| 2 | ADA Accomodations (Account 01-20-590-520) | | |
| | Projections based on previous years to provide assistance for 1:1 aides | 3,575 | 5,600 |
| 3 | ADA Park Maintenance (Account 01-20-590-519) | - | |
| | a. Contribution to ADA accessible modifications throughout Village facilities | - | - |
| | b. Contribution to ADA park maintenance. | 1,000 | 3,000 |
| | Subtotal ADA Park Maintenance | 1,000 | 3,000 |
| 4 | ADA Park Improvements (Account 01-20-590-521) | | |
| | Contribution towards ADA accessible upgrades at Village parks | 10,000 | 10,000 |
| | TOTAL Expenditures | \$ 67,575 | \$ 71,133 |
| | ESTIMATED RESERVES | - | - |
| | Total SRA Tax Levy - 2023 | \$ 67,575 | |
| | Total SRA Tax Levy - 2022 | | \$ 71,133 |
| | \$ Increase (Decrease) | \$ (3,558) | |
| | % Increase (Decrease) | (5.0%) | |

⁽¹⁾ Effective September '24, the Village switched its membership from Gateway Special Recreation Association to South East Association for Special Parks and Recreation (SEASPAR).