

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 25, 2025 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 (3) minutes per person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Board of Trustees Regular Meeting August 11, 2025 (APPROVE)
 - c. Warrants \$1,270,633.96
 - d. RESOLUTION NO. - A RESOLUTION ON THE VILLAGE OF WILLOWBROOK AUTHORIZING AND APPROVING A SECOND EXTENDED MEMORANDUM OF UNDERSTANDING WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (ADOPT)
 - e. ORDINANCE NO. - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A STANDARD FORM AT-RISK CONSTRUCTION MANAGEMENT CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT FOR BORSE PARK VETERANS MEMORIAL BRIDGE BETWEEN BURKE, LLC AND THE VILLAGE OF WILLOWBROOK AT TOTAL COST NOT TO EXCEED \$597,339.00 (PASS)

NEW BUSINESS

6. ORDINANCE NO. - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM HOLIDAY OUTDOOR DECOR FOR THE LEASING, AND SET UP AND REMOVAL OF HOLIDAY LIGHTING AND DÉCOR FOR ONE YEAR WITH THE TOTAL COST FOR YEAR ONE NOT TO EXCEED \$72,955.66 (PASS)

7. MOTIONS TO APPROVE - SUPERIOR TRAINING EVENT REQUEST AT MIDWAY PARK
 - a. LIQUOR LICENSE REQUEST FOR SUPERIOR TRAINING AT MIDWAY PARK (APPROVE)
 - b. EVENT CAPACITY WAIVER FOR SUPERIOR TRAINING AT MIDWAY PARK (APPROVE)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 11, 2025, 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. by 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, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Lauren Kaspar, Deputy Chief Gerard Wodka, Director of Public Works Rick Valent and Deputy Clerk Christine Mardegan.

ABSENT: Chief Financial Officer Lora Flori and Deputy Chief Ben Kadolph.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Officer Grzymkowska to lead everyone in saying the Pledge of Allegiance.

4. A Motion to Approve Meritorious Service Awards for Sergeant Joseph Lavalle, Officer Richard Foystik, And Officer Beata Grzymkowska (Pass)

Chief Kaspar began her presentation with a review of the eligibility requirements for the Meritorious Service Award plus honorarium. On June 30th, 2025, Deputy Chief Wodka nominated the named officers to receive a Meritorious Service Award with the following Letter of Recognition: It is with great pride that I recognize the exceptional professionalism and courage demonstrated by Sergeant Joseph Lavalle, Officer Richard Foystik, and Officer Beata Grzymkowska during a critical incident on June 28th, 2025. On behalf of our department and our entire community, we recognize your extraordinary efforts on Saturday, June 28th, 2025, when you responded to a child emergency involving an unresponsive 4-year-old, pulled from a swimming pool. Your immediate life-saving actions, performed under incredible pressure, saved the life of a child. Because of your training, composure, and commitment, a young life was saved, and a family was spared unthinkable loss.

We often speak of bravery and duty, but your response put those words into action. You not only represent the absolute best of what a law enforcement officer should be, but you are the officer every family hopes will answer their call for help. Each recipient of a Meritorious Service Award will receive a \$250 honorarium.

Chief Kaspar presented the awards to the officers, who were thanked and congratulated by the Mayor and the Board and then introduced their families. Mayor Trilla thanked the officers for all they do to keep the Village safe and shared his admiration for their commitment.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to approve the Meritorious Service Awards for Sergeant Joseph Lavalle, Officer Richard Foytik, and Officer Beata Grzymkowska as presented.

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

MOTION DECLARED CARRIED

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 July 28, 2025 (APPROVE)
- c. Minutes - Special Meeting of the Board of Trustees August 2, 2025 (APPROVE)
- d. Warrants: \$376,940.49

- e. RESOLUTION NO. 25-R-41 - A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF TWO (2) LATERAL POLICE CANDIDATES FOR THE RANK OF PATROL OFFICER (ADOPT)
- f. ORDINANCE NO. 25-O-19 - AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN COMMITMENT, BUSINESS LOAN AGREEMENT, PROMISSORY NOTE, GOVERNMENTAL CERTIFICATE, AND OTHER AGREEMENTS WITH HINSDALE BANK & TRUST COMPANY, N.A. WITH RESPECT TO A \$5,200,000 SHORT-TERM GENERAL OBLIGATION LOAN FOR THE ACQUISITION OF 735 PLAINFIELD ROAD (PASS)

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

MOTION: Made by Trustee Davi and seconded by Trustee 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. 25-R-42 - A RESOLUTION APPROVING A FINAL PLAT OF EASEMENT FOR A 35-FOOT-WIDE PUBLIC UTILITY EASEMENT ALONG WESTERN AVENUE AND 59TH STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)

Director Krol reported that the property owner at 5905 Western Avenue has requested approval of a Plat of Easement for the establishment of a 35-foot-wide public utility easement along the eastern edge of the Western Avenue right-of-way and northern edge along 59th Street. This easement will accommodate a sanitary sewer extension to serve the neighboring property at 5904 Western Avenue, which is located across the street, and is the subject of a future subdivision application. No public hearing is required for a Plat of Easement, and the Village's Engineer, Christopher B. Burke Engineering, Ltd. (CBBEL), has recommended approval after a thorough review. If approved, the Plat will be recorded at DuPage County before the sanitary sewer installation can be approved. The Illinois Environmental Protection Agency (ILEPA) and the Flagg Creek Water Reclamation District (FCWRD) have approved the sanitary sewer installation project. If the future subdivision of 5904 Western Avenue proceeds, **it** will require a public hearing at that time.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adopt Resolution 25-R-42 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 25-R-43 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR PARKS PEDESTRIAN SAFETY REVIEW BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT A TOTAL COST NOT TO EXCEED \$40,000.00 (ADOPT)

Director Valent explained that Staff recognizes the need to conduct a pedestrian safety review at four community parks: Prairie Trail Park, Farmingdale Terrace Park, Waterford Park, and Willow Pond Park. The purpose of the review is to quantify pedestrian usage at each site, identify crossing patterns, and evaluate how to safely accommodate pedestrians within the existing roadway network.

To achieve this, video cameras will be strategically installed around the parks to monitor and capture pedestrian activity. The collected video data will be reviewed to quantify the number of pedestrians, identify crossing locations, and evaluate current pedestrian behaviors. This data will form the basis for a detailed analysis, culminating in a report with recommendations to enhance pedestrian access and safety at the four parks.

Staff is seeking approval of an agreement with Christopher B. Burke Engineering Ltd. (CBBEL) to provide professional engineering services for this Parks Safety Pedestrian Review, for a not-to-exceed amount of \$40,000.

IF approved the agreement with Christopher B. Burke Engineering Ltd. in an amount not to exceed \$40,000 for professional engineering services related to the Parks Safety Pedestrian Review.

Trustee Neal commented on how glad she was to see this as it has been requested by our residents. They will be happy to see the changes in our parks.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution 25-R-43 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

10. ATTORNEY'S REPORT

Attorney Durkin had no report but reminded the Board that there will be an executive session this evening.

11. CLERK'S REPORT

Clerk Boerwinkle had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halloran thanked Director Kleefisch and Chief Kaspar, Deputy Kadolph and Deputy Wodka and everyone who worked on Neighborhood Night Out last week. There was a great turnout and everyone enjoyed themselves.

He also reminded the Board that tomorrow is the first neighborhood roll call hosted by the Police Department, held on Tuesday, August 12th at 6:30 p.m. at Willow Pond.

14. MAYOR'S REPORT

Mayor Trilla expressed his excitement about the progress made by the Parks Department, stating that he is truly thrilled with the developments.

15. EXECUTIVE SESSION

Mayor Trilla stated there will be an Executive Session during tonight's meeting discussing the following:

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

16. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Berglund to adjourn the Regular Meeting and recess to the closed session 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

Meeting adjourned and recessed into Closed Session.

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Village Board Minutes
August 11, 2025

PRESENTED, READ, and APPROVED.

_____, 2025.

Frank A. Trilla

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

August 25, 2025

GENERAL CORPORATE FUND	-----	\$ 391,384.77
WATER FUND	-----	\$ 247,881.75
CAPITAL PROJECT FUND	-----	\$ 461,428.59
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$ 164,921.91
17 SERIES 2022 BOND	-----	\$ 5,016.94
TOTAL WARRANTS	-----	\$ 1,270,633.96

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

CHECK DATE FROM 08/13/2025 - 08/27/2025

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
08/25/2025	APCHK	103948	1370460 - A. KERGER	COLLETTE TRAVEL SERVICE	ACTIVE ADULT PROGRAM	590-517	20		26.04
									698.00
08/25/2025	APCHK	103949	0012812 AUG '25	COMCAST CABLE	FEES/DUES/SUBSCRIPTIONS	630-307	30		698.00
									186.85
									186.85
08/25/2025	APCHK	103950#	7331017000 JUL '25	COMED	RED LIGHT - ADJUDICATOR	630-246	30		52.35
			6741324000 JUL '25		RED LIGHT - ADJUDICATOR	630-246	30		52.47
			1765415000 JUL '25		MAINTENANCE - TRAFFIC SIGNALS	745-224	35		66.11
			500117700 JUL '25		MAINTENANCE - TRAFFIC SIGNALS	745-224	35		557.14
				CHECK APCHK 103950 TOTA					728.07
08/25/2025	APCHK	103951*#	3330051477	COMMERCIAL TIRE SERVICE	MAINTENANCE	725-410	35		360.00
									360.00
08/25/2025	APCHK	103952#	DT 2025-07-110	DACRA ADJUDICATION LLC	EDP LICENSES	640-263	30		1,500.00
			DT 2025-07-110		EDP LICENSES	815-263	40		1,000.00
				CHECK APCHK 103952 TOTA					2,500.00
08/25/2025	APCHK	103953	9/4 LUNCHEON	DEBEVIC'S OHIO LLC	ACTIVE ADULT PROGRAM	590-517	20		633.25
08/25/2025	APCHK	103954	EVENT #G05725	DRURY LANE THEATRE	ACTIVE ADULT PROGRAM	590-517	20		633.25
									600.00
08/25/2025	APCHK	103955	2ND INSTLLMNT 2024	DUPAGE COUNTY COLLECTOR	PROPERTY TAXES PAYABLE	210-106	00		600.00
08/25/2025	APCHK	103956	40656198	DUPAGE COUNTY RECORDER	PRINTING & PUBLISHING	810-302	40		2,627.84
									2,627.84
									91.00
08/25/2025	APCHK	103957	35486-3	EAGLE UNIFORM	UNIFORMS	630-345	30		187.00
			35372-3		UNIFORMS	630-345	30		102.00
				CHECK APCHK 103957 TOTA					289.00
08/25/2025	APCHK	103958	COMEDY SHOW 8/13/25	ED KERFIN	COMMUNITY EVENTS	585-522	20		300.00
									300.00
08/25/2025	APCHK	103959*#	23462	ELROD FRIEDMAN LLP	FEES - VILLAGE ATTORNEY	470-239	10		2,834.50
			23464		FEES - VILLAGE ATTORNEY	470-239	10		225.00
			23465		FEES - VILLAGE ATTORNEY	470-239	10		2,920.00
			23949		FEES - VILLAGE ATTORNEY	470-239	10		187.50
			23951		FEES - VILLAGE ATTORNEY	470-239	10		5,919.50
				CHECK APCHK 103959 TOTA					12,086.50
08/25/2025	APCHK	103960#	4058	FALCO'S LANDSCAPING INC	MAINTENANCE - EQUIPMENT	570-411	20		3,160.00
			4059		STORM WATER IMPROVEMENTS MAIN	750-381	35		4,080.00
			4057		STREET IMPROVEMENTS	765-685	35		48,000.00

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Fund: 01 GENERAL FUND									
CHECK APCHK 103960 TOTA									
08/25/2025	APCHK	103961	3007454	FAMBRO MANAGEMENT LLC	COMMUNITY EVENTS	585-522	20		320.00
08/25/2025	APCHK	103962	FBINAA TRAINING8/1-	GERARD WODKA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		320.00
									1,175.50
									1,175.50
08/25/2025	APCHK	103963*#	AUGUST 2025	GOVERNMENT INSURANCE	NE EMP DED PAY- INSURANCE	210-204	00		12,713.19
			AUGUST 2025	EMP DED PAY- INSURANCE	210-204	00		10,825.42	
			AUGUST 2025	LIFE INSURANCE - ELECTED OFFI	410-141	05		70.21	
			AUGUST 2025	LIFE INSURANCE - COMMISSIONER	435-148	07		21.24	
			AUGUST 2025	HEALTH/DENTAL/LIFE INSURANCE	455-141	10		7,391.64	
			AUGUST 2025	HEALTH/DENTAL/LIFE INSURANCE	550-141	20		2,210.59	
			AUGUST 2025	HEALTH/DENTAL/LIFE INSURANCE	630-141	30		46,620.07	
			AUGUST 2025	PSEBA BENEFITS	630-142	30		1,525.00	
			AUGUST 2025	HEALTH/DENTAL/LIFE INSURANCE	710-141	35		3,594.81	
			AUGUST 2025	HEALTH/DENTAL/LIFE INSURANCE	810-141	40		4,585.70	
			AUGUST 2025	LIFE INSURANCE - PLAN COMMISS	810-148	40		31.27	
CHECK APCHK 103963 TOTA									
08/25/2025	APCHK	103964	14884460T098	GROOT, INC.	WASTE STICKER INVENTORY	130-112	00		3,350.00
08/25/2025	APCHK	103966	3829	HAGG PRESS, INC.	PRINTING & PUBLISHING	550-302	20		3,350.00
									3,260.00
									3,260.00
08/25/2025	APCHK	103967#	59764	HAYES MECHANICAL	MAINTENANCE - BUILDING	466-228	10		4,725.00
			60367	MAINTENANCE - BUILDING	630-228	30		1,057.50	
			60378	MAINTENANCE - BUILDING	630-228	30		574.45	
CHECK APCHK 103967 TOTA									
08/25/2025	APCHK	103969	1863194	HINSDALE NURSERIES, INC	TREE MAINTENANCE	750-338	35		2,351.10
08/25/2025	APCHK	103972	JULY2025	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30		2,351.10
									300.00
									300.00
08/25/2025	APCHK	103973#	9010528567	KONICA MINOLTA BUSINESS	COPY SERVICE	455-315	10		150.00
			9010528567	COPY SERVICE	630-315	30		150.00	
			9010528567	COPY SERVICE	630-315	30		150.00	
			9010528567	COPY SERVICE	810-315	40		150.00	
CHECK APCHK 103973 TOTA									
08/25/2025	APCHK	103975*#	106886	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25		14,190.00
									14,190.00
08/25/2025	APCHK	103976	93639	LAW OFFICES STORINO RAMFEE	S - VILLAGE ATTORNEY	470-239	10		15,479.50

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
			93639		FEES - LABOR COUNSEL	470-242	10		233.20
				CHECK APCHK 103976 TOTA					15,712.70
08/25/2025	APCHK	103977	APR 12-AUG 4, 2025	LOMAR CODE ENFORCEMENT	CODE ENFORCE INSPECTION	830-119	40		2,925.00
08/25/2025	APCHK	103978	MFR/OCR TESTING8/5-	LORI RINELLA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		2,925.00
08/25/2025	APCHK	103980	REFUND #5748	MARY WOLFRAM	COMMUNITY EVENTS	585-522	20		39.12
08/25/2025	APCHK	103981	3/19/25 PLAY GOES W	METROPOLIS PERFORMING A	ACTIVE ADULT PROGRAM	590-517	20		30.00
									600.00
									600.00
08/25/2025	APCHK	103983#	25-0313	MULTISYSTEM MANAGEMENT	MAINTENANCE - BUILDING	466-228	10		5,670.00
			25-0314		MAINTENANCE - BUILDING	466-228	10		1,222.50
			25-0315		MAINTENANCE - BUILDING	466-228	10		3,960.00
			25-0314		MAINTENANCE - EQUIPMENT	570-411	20		900.00
			25-0314		MAINTENANCE - BUILDING	630-228	30		1,222.50
				CHECK APCHK 103983 TOTA					12,975.00
08/25/2025	APCHK	103984*#	8372	MUNICIPAL GIS PARTNERS,	OTHER PROFESSIONAL SERVICES	471-425	10		1,002.86
			8372		FEES - ENGINEERING	720-245	35		1,002.86
			8372		EDP LICENSES	815-263	40		1,002.87
				CHECK APCHK 103984 TOTA					3,008.59
08/25/2025	APCHK	103985#	20624315113 JUL '25	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10		56.90
			68455237617 JUL '25		NICOR GAS (825 MIDWAY)	570-235	20		57.55
			95476110002 JUL '25		NICOR GAS (7760 QUINCY)	630-235	30		188.22
			39303229304 JUL '25		NICOR GAS	725-415	35		66.50
				CHECK APCHK 103985 TOTA					369.17
08/25/2025	APCHK	103986*#	22252	NJ RYAN TREE & LANDSCAP	TREE MAINTENANCE	750-338	35		16,740.00
			22253		TREE MAINTENANCE	750-338	35		15,345.00
			22254		TREE MAINTENANCE	750-338	35		8,370.00
				CHECK APCHK 103986 TOTA					40,455.00
08/25/2025	APCHK	103987#	5578438	ORBIS SOLUTIONS	SCHOOLS/CONFERENCES/TRAVEL	455-304	10		280.00
			5577042		CONSULTING SERVICES - IT	460-306	10		1,038.41
			5578375		CONSULTING SERVICES - IT	460-306	10		1,038.41
			5577042		INFORMATIONAL TECH SERVICES	555-308	20		415.37
			5578375		INFORMATIONAL TECH SERVICES	555-308	20		415.37

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Fund: 01 GENERAL FUND									
			5577042		INFORMATIONAL TECH SERVICES	640-308	30		4,361.32
			5578375		INFORMATIONAL TECH SERVICES	640-308	30		4,361.32
			5577042		INFORMATIONAL TECH SERVICES	715-308	35		692.28
			5578375		INFORMATIONAL TECH SERVICES	715-308	35		692.28
			5578405		INFORMATIONAL TECH SERVICES	715-308	35		500.00
			5577042		INFORMATIONAL TECH SERVICES	815-308	40		415.37
			5578375		INFORMATIONAL TECH SERVICES	815-308	40		415.37
			CHECK APCHK 103987 TOTA						14,625.50
08/25/2025	APCHK	103988	187921	P.F. PETTIBONE & CO.	OPERATING EQUIPMENT	630-401	30		20.00
08/25/2025	APCHK	103989	8/5 NATIONAL NIGHT	PATRICK WEBIE	COMMUNITY EVENTS	585-522	20		20.00
08/25/2025	APCHK	103990	REIM. NON-RESIDENT FEES	PEGGY REYER	SPECIAL RECREATION ASSOC PROG 590-518		20		199.00
									171.00
									171.00
08/25/2025	APCHK	103992#	AUGUST REPLENISHMENT	PETTY CASH OR CASH	ACTIVE ADULT PROGRAM	590-517	20		170.00
					FEES/DUES/SUBSCRIPTIONS	810-307	40		2.00
			CHECK APCHK 103992 TOTA						172.00
08/25/2025	APCHK	103994	1375	RAGS ELECTRIC, INC	MAINTENANCE	725-410	35		524.00
									524.00
08/25/2025	APCHK	103995	RRJ22238.2220250702	RATHS, RATHS & JOHNSON, ENGINEERING SERVICES		820-262	40		1,180.00
			RRJ22238.2120250705		ENGINEERING SERVICES	820-262	40		1,865.00
			RRJ22238.2020250706		ENGINEERING SERVICES	820-262	40		1,612.50
			CHECK APCHK 103995 TOTA						4,657.50
08/25/2025	APCHK	103996	2427228	RAY O'HERRON CO., INC. UNIFORMS		630-345	30		120.52
			2427805		UNIFORMS	630-345	30		192.51
			2425881		OPERATING EQUIPMENT	630-401	30		226.14
			2427241		OPERATING EQUIPMENT	630-401	30		102.98
			CHECK APCHK 103996 TOTA						642.15
08/25/2025	APCHK	103997	081225124211838	RICHARDS BICYCLES	UNIFORMS	630-345	30		114.98
									114.98
08/25/2025	APCHK	104000	2173606	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. 820-260		40		585.08
			2165581		BUILDING, PLAN REVIEW & INSP. 820-260		40		344.66
			2166847		BUILDING, PLAN REVIEW & INSP. 820-260		40		4,181.84
			1419532		BUILDING, PLAN REVIEW & INSP. 820-260		40		3,896.24
			CHECK APCHK 104000 TOTA						9,007.82
08/25/2025	APCHK	104001	994109	SAINTE GENEVIEVE RIVERBACTIVE ADULT PROGRAM		590-517	20		2,800.00

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
08/25/2025	APCHK	104002	89023	SIKICH LLP	AUDIT SERVICES	620-251	25		2,800.00
									8,000.00
08/25/2025	APCHK	104003	5	SPORT COURT MIDWEST	MAINTENANCE - EQUIPMENT	570-411	20		8,000.00
									738.00
08/25/2025	APCHK	104004	IN582854	SUBURBAN DOOR CHECK & MAINTENANCE - BUILDING		630-228	30		738.00
									23.25
08/25/2025	APCHK	104005*#	0208716-IN 0208717-IN 0209125-IN 0209126-IN	TAMELING INDUSTRIES	MAINTENANCE - EQUIPMENT	570-411	20		366.84
					STREET IMPROVEMENTS	765-685	35		165.60
					STREET IMPROVEMENTS	765-685	35		2,165.03
					STREET IMPROVEMENTS	765-685	35		82.80
				CHECK APCHK 104005 TOTA					
									2,780.27
08/25/2025	APCHK	104006	25-1788 25-1676	THOMPSON ELEV. INSPECT.	ELEVATOR INSPECTION	830-117	40		43.00
					ELEVATOR INSPECTION	830-117	40		516.00
				CHECK APCHK 104006 TOTA					
									559.00
08/25/2025	APCHK	104007#	UPS2025-WIBK0723202 UPS2025-WIBK0724202 UPA2025-WIBK0812202 UPS2025-WIBK0813202 UPS2025-WIBK0729202	UNDERGROUND PIPE SOLUTI	MAINTENANCE - EQUIPMENT	570-411	20		1,500.00
					MAINTENANCE - EQUIPMENT	570-411	20		3,150.00
					JET CLEANING CULVERT	750-286	35		3,200.00
					JET CLEANING CULVERT	750-286	35		3,100.00
					STORM WATER IMPROVEMENTS MAIN	750-381	35		8,156.25
				CHECK APCHK 104007 TOTA					
									19,106.25
08/25/2025	APCHK	104008	01005309	UNIFORMS DIRECT LLC	PRINTING & PUBLISHING	630-302	30		22.00
08/25/2025	APCHK	104009	QUADIENT #26141291	UNITED STATE POSTAL SER	PREPAID POSTAGE	190-102	00		22.00
									3,000.00
									3,000.00
08/25/2025	APCHK	104011#	INV12047635 INV12047635 INV12047635 INV12047635 INV12047635	VONAGE BUSINESS INC.	PHONE - TELEPHONES	455-201	10		316.44
					PHONE - TELEPHONES	455-201	20		96.31
					PHONE - TELEPHONES	630-201	30		770.47
					TELEPHONES	710-201	35		96.31
					TELEPHONES	810-201	40		96.31
				CHECK APCHK 104011 TOTA					
									1,375.84
08/25/2025	APCHK	104012	5331	WAGNER WINDOW CLEANING	MAINTENANCE - BUILDING	466-228	10		650.00
08/25/2025	APCHK	104013	0002199727-IN	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10		650.00
									50.00
									50.00
08/25/2025	APCHK	104014#	3537 3538	WLBK BURR RIDGE CHAMBER	SCHOOLS/CONFERENCES/TRAVEL	410-304	05		30.00
					SCHOOLS/CONFERENCES/TRAVEL	410-304	05		60.00

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
		3472			FEES/DUES/SUBSCRIPTIONS	410-307	05		140.00
		3478			FEES/DUES/SUBSCRIPTIONS	455-307	10		4,000.00
		3472			FEES DUES SUBSCRIPTIONS	455-307	20		115.00
		3472			FEES/DUES/SUBSCRIPTIONS	630-307	30		280.00
		3472			FEES/DUES/SUBSCRIPTIONS	710-307	35		115.00
		3472			FEES/DUES/SUBSCRIPTIONS	810-307	40		140.00
				CHECK APCHK 104014 TOTA					4,880.00
					Total for fund 01 GENERAL FUND				391,384.77

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CHECK DATE FROM 08/13/2025 - 08/27/2025

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 10 CAPITAL PROJECT FUND									
08/25/2025	APCHK	103965	14614287	HACH CHEMICAL COMPANY	WATER EQUIPMENT REPAIRS/MAINT 440-604	55			9,220.10
08/25/2025	APCHK	103974	23001	LANDWORKS LTD	BORSE PARK - PHASE III	600-355	55		9,220.10 273,332.49
08/25/2025	APCHK	103993	2316	PLAY ILLINOIS LLC.	BORSE PARK - PHASE III	600-355	55		273,332.49 171,225.00
08/25/2025	APCHK	104010	23-1213-07 24-1344-05	UPLAND DESIGN, LTD.	BORSE PARK - PHASE III	600-355	55		1,694.00 5,957.00
				CHECK APCHK 104010 TOTA					<hr/> 7,651.00
					Total for fund 10 CAPITAL PROJECT FUND				461,428.59

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX									
08/25/2025	APCHK	103959*#	23463	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15		6,391.50
			23950		LEGAL FEES	401-242	15		3,613.50
				CHECK APCHK 103959 TOTA					10,005.00
08/25/2025	APCHK	103963*#	AUGUST 2025	GOVERNMENT INSURANCE NE HEALTH/DENTAL/LIFE INSURANCE	455-141	15			1,254.78
08/25/2025	APCHK	103970	6652	ILLINOIS DEPT. OF TRANSMINT TRAFFIC SIGNALS	745-224	15			1,254.78 2,279.22
08/25/2025	APCHK	103991	ANNUAL SALES TAX RB'PETE'S FRESH MARKET	SALES TAX REBATE - PFM	455-514	15			2,279.22 141,382.91
08/25/2025	APCHK	103999	20251010	RSCC GROUP, INC.	LEGAL FEES	401-242	15		141,382.91 10,000.00
				Total for fund 15 RT 83/PLAINFIELD RD BUS					10,000.00 164,921.91

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 17 SERIES 2022 BOND									
08/25/2025	APCHK	103979	08022025	MALLON AND ASSOCIATES, OTHER PROFESSIONAL SERVICE (W540-425		80			5,016.94
					Total for fund 17 SERIES 2022 BOND				5,016.94
				TOTAL - ALL FUNDS					5,016.94
									1,270,633.96

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

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



Village of **WILLOWBROOK**

Police

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.d.

DATE: August 25, 2025

SUBJECT:

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

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

A Resolution adopting a Second Extended Memorandum of Understanding between the Village of Willowbrook and the Illinois Fraternal Order of Police Labor Council to continue a trial period in which certain patrol officers and sergeants would be assigned to twelve (12) hour shifts, through January 3, 2027.

BACKGROUND/SUMMARY

In August of 2023, representatives of the Union requested to discuss the possibility of implementing a trial period in which the patrol division would be assigned to work twelve (12) hour shifts. After several meetings with Village staff to discuss the impacts of twelve (12) hour shifts, it was determined that exploring a twelve (12) hour shift trial period would be beneficial.

The proposed work cycle was the “Pitman Schedule” which consists of a two-week cycle where each team works two consecutive shifts, followed by two days off duty, works three consecutive shifts, followed by two days off duty, works two consecutive shifts, followed by three days off duty. Two squads are assigned day shifts, and two squads are assigned night shifts.

An example of the Pitman schedule is:

Squad 1: DD-OO-DDD | OO-DD-OOO

Squad 2: NN-OO-NNN | OO-NN-OOO

Squad 3: OO-DD-OOO | DD-OO-DDD

Squad 4: OO-NN-OOO | NN-OO-NNN

The Pitman schedule is a popular schedule because police officers receive every other weekend off. The Pitman schedule provides 24-hour coverage by rotating four squads and two 12-hour shifts.

This schedule provides many pros for officers as no officer will be scheduled to work more than three (3) consecutive days and all officers will be scheduled a three (3) day weekend every other week. Currently many



law enforcement agencies are facing major issues pertaining to recruitment and retention of officers. Staff believes the structure of the Pitman Schedule will assist with mitigating these issues.

In addition to the benefits for personnel, staff surveyed neighboring communities to determine how the implementation of twelve (12) hour shifts affected overtime costs. Of the towns surveyed, Oak Brook, Darien, Warrenville, and Clarendon Hills returned information. In the years following the implementation of twelve (12) hour shifts, all four (4) communities had reductions in overtime expenditures with some outlying fluctuation.

Armed with that information and feedback, Village staff and legal counsel drafted options for an alternative twelve (12) hour work schedule that would provide both employees and administration with the benefits afforded by such a schedule. After the options were drafted, staff met with Union representatives and provided them with the information to bring back to the members of the Union.

On October 23, 2023 the members of the Union voted to accept the options as provided by Village staff and expressed their desire to draft a Memorandum of Understanding between the Village of Willowbrook and the Illinois Fraternal Order of Police Labor Council to conduct a trial period in which certain patrol officers and sergeants would be assigned to twelve (12) hour shifts, for calendar year 2024 (i.e., January 22, 2024 through January 19, 2025).

In November of 2023 the Village Board approved the Memorandum of understanding for a 12-hour shift trial. The main points of the current executed Memorandum of Understanding are as follows:

Work Schedule for Patrol Division: The normal workday for patrol officers and sergeants assigned to the alternative work schedule shall be twelve (12) hours, and such employees shall be scheduled to work seven normal workdays (84 hours) in such a fourteen (14) day work cycle. Members assigned to such specialty assignments shall remain on a schedule of eighty (80) regular hours in a fourteen (14) day work cycle.

Calculation of Rate of Pay: Covered members who work the alternative schedule (2184 hours per annum) shall be paid a regular hourly rate of pay that is to be calculated by dividing the applicable salary for such member, as set forth in Section 23.1 of the Agreement, by two thousand eighty (2080) hours. Such covered member's annual salary will then be calculated by multiplying such regular hourly rate by two thousand one hundred eighty-four (2184) hours.

Overtime: For covered members who work the alternative work schedule (12 hour shifts), overtime shall only be paid for hours worked in excess of eighty-four (84) hours in a fourteen (14) day work cycle.

Benefit Time: For covered members who work the alternative work schedule (12 hour shifts), all benefit time (i.e., sick leave days, vacation days, holidays) shall be converted to hours, with a "day" being equal to eight (8) hours, and such benefit time shall continue to accrue at the rate of eight (8) hours equals a "day." Any employee who is assigned to such an alternative work schedule shall have benefit time deducted on an hour-for-hour basis (e.g., twelve hours absence on sick leave equals twelve hours deducted from the employee's sick leave bank).

In June of 2024 Village staff and representatives from the Collective Bargaining Unit met to discuss potential operational concerns with the current Memorandum of Understanding. At that time, there were a few items discussed related to benefit time, longevity pay, scheduling, and specialty pay compensation. It was agreed by both parties that benefits would be addressed during contract negotiations and for the purposes of a trial, only operational concerns would be addressed.



In the current memorandum, there are five collective bargaining unit members who are assigned to specialty positions that still work eighty (80) hours in a fourteen (14) day work cycle. The salary disparity was discussed for these members, as well as the administrative payroll issues from having multiple overtime calculations. At that time, both parties agreed that the only changes that would be requested to the current Memorandum would be to place all collective bargaining unit members on the alternative work schedule and updates would be made to the trial dates. On August 8th, members of the Collective Bargaining Unit voted to accept the proposed changes and extend the trial period through January 18th, 2026. The draft Memorandum of Understanding is attached for your reference.

UPDATE

In July of 2025, staff was contacted by the collective bargaining unit, and it was requested that the MOU be extended a second time through January 3, 2027. With the current contract set to expire April 30, 2026, it is expected that this topic will also be discussed during negotiations.

FINANCIAL IMPACT:

None.

RECOMMENDED ACTION:

Adopt the resolution to approve the Second Extended Memorandum of Understanding between the Village of Willowbrook and the Illinois Fraternal Order of Police Labor Council to continue a trial period in which certain patrol officers and sergeants would be assigned to twelve (12) hour shifts, through January 3rd, 2027.

RESOLUTION NO. 25-R-_____

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

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

WHEREAS, the Village and Union previously entered into a Memorandum of Understanding in which the parties, the Village and Union, conducted a trial period in which certain patrol officers and sergeants were assigned to twelve (12) hour shifts for the calendar year 2024 (i.e., January 22, 2024 through January 19, 2025); and

WHEREAS, in accordance with paragraph 15 of the original Memorandum of Understanding (“MOU”), the Village and Union had agreed to extend the original MOU for the period beginning January 20, 2025 and ending January 18, 2026 (the “First Extended MOU”); and

WHEREAS, the Village and Union are desirous to extend the trial period in which certain patrol officers and sergeants would be assigned to twelve (12) hour shifts for the calendar year 2026 (i.e., January 18, 2026 through January 3, 2027).

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

SECTION 1. That certain Second Extended Memorandum of Understanding Regarding the Establishment of an “Alternative Work Schedule for Patrol Division”, a copy of which is attached hereto as Exhibit “A”, is hereby approved.

SECTION 2. The Village Mayor is hereby authorized and directed to execute the Memorandum of Understanding on behalf of the Village.

SECTION 3. This Resolution shall be in full force and effect upon its passage as provided by law.

PASSED and APPROVED this 25th day of August, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT A

Second Extended Memorandum of Understanding

SECOND EXTENDED MEMORANDUM OF UNDERSTANDING

This Second Extended Memorandum of Understanding is entered into by and between the VILLAGE OF WILLOWBROOK (“Village”) and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (“Union”).

WHEREAS, the Village and the Union previously entered into a Memorandum of Understanding to conduct a trial period in which certain patrol officers and sergeants would be assigned to twelve (12) hour shifts, for calendar year 2024 (*i.e.*, January 22, 2024 through January 19, 2025) (the “Original MOU”); and

WHEREAS, in accordance with paragraph 15 of the Original MOU, the Village and the Union had agreed to extend the Original MOU, for the period beginning January 20, 2025 and ending January 18, 2026 (the “First Extended MOU”); and

WHEREAS, in accordance with paragraph 15 of the First Extended MOU, the Village and the Union have mutually agreed to extend the Original MOU and the First Extended MOU, as modified hereinafter.

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

1. Non-Precedential Effect of Memorandum. The Village and the Union agree that this Second Extended Memorandum of Understanding shall not be considered part of the current collective bargaining agreement between the Village and the Union (“Agreement”), nor shall it be considered an amendment to said Agreement, nor shall it constitute a precedent or a change in the *status quo ante*. The Village and the Union agree that neither the Village nor the Union may cite or reference this Second Extended Memorandum of Understanding, or the trial period referenced herein, as precedent or as a change in the *status quo ante* in any subsequent negotiations or interest arbitration proceedings.

2. Alternative Work Schedule. The Village shall implement, on a trial basis, an alternative work schedule for all bargaining unit members for the period beginning January 18, 2026 and ending January 3, 2027, subject to this Second Extended Memorandum of Understanding.

3. Conditions. The alternative work schedule provided by this Second Extended Memorandum shall be in accordance with the following conditions:

A. The work cycle for those bargaining unit members assigned to the alternative work schedule, for purposes of the Fair Labor Standard Act, shall be fourteen (14) days, beginning on a Monday and ending on a Sunday.

B. The normal workday for patrol officers and sergeants assigned to the Patrol Division shall be twelve (12) hours, and such employees shall be scheduled to work seven normal workdays (84 hours) in such fourteen (14) day work cycle. Each twelve (12) hour

workday shall include a thirty (30) minute paid meal period and two fifteen (15) minute coffee breaks, which may be combined by the bargaining unit member, for bargaining unit members who work the alternative work schedule, circumstances permitting. Failure to secure said breaks as a result of workload shall not cause the payment of overtime.

C. The normal workday for bargaining unit members who are assigned to specialty units (*i.e.*, Detectives, TAC Officers and DEA-TFO) shall be determined by the Chief of Police or designee, and such bargaining unit members shall be scheduled to work 84 hours in a fourteen (14) day work cycle.

D.. Bargaining unit members in the Patrol Division shall select their shifts (*i.e.*, days or nights), based upon seniority (most senior first, second most senior second, to the least senior), with sergeants selecting separate from patrol officers. In the Patrol Division, assignments to Teams (*i.e.*, Team A, B, C or D) will be made by the Chief of Police or designee, and will be adjusted, in order to ensure appropriate assignment of officers with various specialties (*i.e.*, ET, FTO, etc.). Patrol Division shifts shall not be rotated, but the Village retains the right to reassign officers throughout the trial period to a different shift or Team, as the need arises, in accordance with Section 15.3, Application of Seniority, of the Agreement.

4. Calculation of Rate of Pay. Bargaining unit members who work the alternative schedule (2184 hours per annum) shall be paid a regular hourly rate of pay that is to be calculated by dividing the applicable salary for such member, as set forth in Section 23.1 of the Agreement, by two thousand eighty (2080) hours. Such bargaining unit member's annual salary will then be calculated by multiplying such regular hourly rate by two thousand one hundred eighty-four (2184) hours.

5. Overtime. For bargaining unit members who work the alternative work schedule, overtime shall only be paid for hours worked in excess of eighty-four (84) hours in a fourteen (14) day work cycle. Hours that an employee is scheduled off for compensatory time, sick days, holidays or vacation shall be counted as hours worked for the sole purpose of determining eligibility for overtime pay, only when the employee would have otherwise been scheduled to work said hours. Overtime shall be earned in fifteen (15) minute increments.

6. Benefit Time. For bargaining unit members who work the alternative work schedule, all benefit time (*i.e.*, sick leave days, vacation days, holidays) shall be converted to hours, with a "day" being equal to eight (8) hours, and such benefit time shall continue to accrue at the rate of eight (8) hours equals a "day." Any employee who is assigned to such alternative work schedule shall have benefit time deducted on an hour-for-hour basis (*e.g.*, twelve hours absence on sick leave equals twelve hours deducted from the employee's sick leave bank).

7. Vacation Time. For Patrol Division bargaining unit members, any vacation hours selected during the "vacation selection period" for calendar year 2025 shall be taken in 24 hour or 36-hour blocks. Those blocks shall be consistent with the bargaining unit member's schedule (*i.e.*, if a member is scheduled to work two days in a row, he/she must request both days for a total of 24 hours of vacation time used; if a member is scheduled to work three days in a row, he/she must

request all three days for a total of 36 hours of vacation time). During the vacation bidding time period, only one bargaining unit member shall be granted vacation time off, per shift, regardless of the impact on manpower requirements. After the close of the vacation bidding period and the posting of the vacation schedule, any requests for time off, whether vacation time or compensatory time, that would reduce manpower below the minimum requirement shall not be granted, unless approved by the Chief of Police or designee.

8. Holiday Pay. For purposes of implementing Section 7.1 of the parties' collective bargaining agreement, for bargaining unit members assigned to the alternative work schedule, and consistent with paragraph 6 of this Second Extended Memorandum, holidays shall be converted to eight (8) hours per holiday (*i.e.*, 96 hours of holiday time per year). For purposes of calculating extra pay for working on a holiday, the holiday shall be considered to commence at 0600 hours on the day of the actual holiday, and to extend to 0600 hours the following day.

9. Sick Leave. For purposes of implementing Section 10.3 of the parties' collective bargaining agreement, for bargaining unit members assigned to the alternative work schedule, and consistent with paragraph 6 of this Second Extended Memorandum, sick leave shall be converted from days to hours, upon implementation of the alternative work schedule (12 hour shifts), with a "day" being equal to eight (8) hours, and such bargaining unit members will accrue sick leave at a rate of eight (8) hours per month.

10. Training. For bargaining unit members assigned to 12-hour shifts, the following shall apply:

A. Employees who are required to attend training outside of the Village of Willowbrook shall be compensated on a day-for-day basis for single eight (8) hour, full-day classes, unless the training is less than seven (7) hours, in which case, the employee shall be compensated for the actual hours of attendance at training (*e.g.*, an employee regularly scheduled to work a 12 hour day shall be compensated for 12 hours of pay and for mileage for attendance at a training session that lasts 7.5 hours, but shall be compensated for 6.5 hours of pay and for mileage for attendance at a training session that lasts 6.5 hours).

B. For multi-day classes, work hours will be rescheduled to allow maximum usage of any scheduled work hours, prior to incurring overtime. (*E.g.*, if an employee is scheduled to work two (2) twelve-hour shifts during the period of a scheduled three (3) days, eight (8) hours per day, training seminar, then no overtime would be incurred, as both the scheduled shifts and the training times would equal twenty-four (24) hours).

C. Employees who are required to attend training within the Village of Willowbrook shall be required to work the remainder of the twelve (12) hours duty time. Should any training class in Willowbrook end before the twelve (12) hours of regular duty time, the employee(s) shall report to the on-duty watch commander and be assigned work as necessary, to offset the total shortfall.

D. Employees may use earned time off to make up any shortfall with the pre-approval of their supervisor or the approval of the on-duty supervisor.

E. Actual travel time for training conducted outside the Village of Willowbrook, other than for a single day of training, shall be deducted from any hours that may be owed to the Village. Should training or travel time cause a bargaining unit member to incur overtime for multi-day training, the member will be eligible to be paid overtime rates for hours worked in excess of eighty-four (84) hours in a fourteen (14) day work cycle.

F. To assist the Department in facilitating training, an employee's days off may be changed to accommodate the training schedule with the prior approval of the employee.

11. Unscheduled Overtime/Forced Posted Overtime. For bargaining unit members who are working the alternative work schedule, the following shall apply:

A. The Chief of Police or designee(s) shall have the right to require overtime work, and bargaining unit members shall not refuse overtime work.

B. Whenever practicable, scheduled patrol-generated overtime will be filled on a voluntary basis. This can be accomplished via the notification of an available shift using the scheduling software.

C. For the Patrol Division, overtime opportunities shall first be offered to bargaining unit members in descending order of seniority (starting with the most senior) to all bargaining unit members who are eligible. If no volunteers are found, the on-duty bargaining unit member who is lowest in seniority will be ordered to hold over an additional four (4) hours. A bargaining unit member from the opposite squad (e.g., A squad for B squad/B squad for A squad) shall be required to respond to the Department to cover the remaining eight (8) hours of the unfilled shift ("force back"). Such bargaining unit member who is the lowest in seniority and assigned to the opposite squad must respond to the Department, in order to fill such overtime assignment (force back). A bargaining unit member may not be forced back on two (2) consecutive days. If a vacancy is created on two (2) consecutive days, the bargaining unit member with the next lowest seniority on the squad shall be forced back on the second consecutive day, if no volunteers are found. If the shift requires a supervising officer, and the lowest member in seniority is ineligible to supervise a shift, the lowest bargaining unit member in seniority who is eligible to supervise shall be forced back.

D. The only exception to a bargaining unit member being forced back is when, with regard to such force back day, the bargaining unit member has been granted benefit time to take two (2) or more consecutive working days off. The bargaining unit member will not be forced back while using benefit time or RDOs when connected to usage of approved benefit time.

E. Bargaining unit members who are forced back shall be required, within three (3) hours, to notify the Department member who is responsible for filling the vacancy, in order to acknowledge that they are responsible for covering the overtime.

12. FMLA. In order to equalize FMLA leave time for all full-time sworn police officers and sergeants, so that all bargaining unit members may be eligible for twelve (12) weeks of forty (40) hours of FMLA leave, all employees working the alternative work schedule shall be reassigned to eight (8) hour shifts, whenever utilizing FMLA leave. This means that, for the purpose of FMLA, a “day” is defined as an eight (8) hour shift, irrespective of the officer’s regular scheduled shift length. As such, FMLA leave will be calculated based on an eight (8) hour workday. This will apply to both continuous and intermittent FMLA leaves. All FMLA leave requests are subject to approval in accordance with the Department’s FMLA policy and the federal FMLA regulations.

13. Grievances Waived. During the trial period, no grievances related to the schedule or to team assignments, or to this Second Extended Memorandum of Understanding, shall be filed. Instead, the parties shall meet upon request of one party throughout the trial period, in order to assess the progress and any problems which may arise regarding this alternative work schedule, rather than having grievance meetings to address such issues.

14. Conflicts. In the event of any conflict between the terms and provisions of this Second Extended Memorandum and the provisions of the parties’ collective bargaining agreement, the provisions of this Second Extended Memorandum shall control, so long as this Second Extended Memorandum is in effect.

15. Expiration of Second Extended Memorandum of Understanding. At the end of the trial period (at 11:59:59 p.m. January 3, 2027), this Second Extended Memorandum of Understanding shall expire, and the parties shall return to the *status quo ante*, unless this Second Extended Memorandum is extended, by mutual written agreement between the Village and the Union. Negotiations for the extension or discontinuance of this Second Extended MOU shall begin at least sixty (60) days prior to the expiration of this Second Extended MOU upon written notice of either party. If discontinuance of this Second Extended MOU occurs, the Parties agree to revert to the scheduling, overtime, paid time off, and other practices that were in effect prior to the effective date of the Original MOU and such prior practices and provisions will be considered status quo for purposes of any subsequent bargaining between the parties.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the Village and the Union have executed this Second Extended Memorandum of Understanding on the dates set forth hereinafter.

VILLAGE OF WILLOWBROOK

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL

By: _____
Frank A. Trilla _____ Date
Mayor

By: _____
Kevin S. Krug _____ Date
IL FOP Labor Northern Field Supervisor

By: _____
Gretchen Boerwinkle _____ Date
Village Clerk

By: _____
Nicholas Volek _____ Date
Unit Steward

Village Seal:

By: _____
Matthew Vanderjack _____ Date
Unit Steward

By: _____
Pierre Smith _____ Date
Unit Steward



Village of **WILLOWBROOK**

Public Works

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.e.

DATE: August 25, 2025

SUBJECT:

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A STANDARD FORM AT-RISK CONSTRUCTION MANAGEMENT CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT FOR BORSE PARK VETERANS MEMORIAL BRIDGE BETWEEN BURKE, LLC AND THE VILLAGE OF WILLOWBROOK AT TOTAL COST NOT TO EXCEED \$597,339.00

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff requests approval of an agreement with Burke, LLC for a construction management contract for designer-led design-build project for the Borse Park Veterans Memorial Bridge not to exceed the amount of \$597,339.00.

BACKGROUND/SUMMARY

Burke, LLC, an entity closely affiliated with Christopher B. Burke Engineering, Ltd. (CBBEL), has submitted a professional at-risk construction management services contract to provide a single point control of design and construction operations to assist with streamlining the bidding process and expediting both the manufacturing and installation of the Borse Park Veterans Memorial Bridge.

This contract follows a design-build project delivery method. Unlike other delivery methods, which can separate contracts, design-build integrates a variety of services into a single turnkey delivery agreement. The advantages of this approach include:

- Higher quality project outcomes through collaboration
- Faster and more cost-effective delivery
- Fewer changes, claims, and disputes
- Clearer allocation of risk to the parties best positioned to manage it
- Earlier certainty of project costs

A component of the Burke, LLC contract is the inclusion of both a guaranteed maximum price (GMP) of \$597,339.00 and an equally shared savings structure between the Village (Owner) and Burke, LLC (Construction Manager). Any costs that would exceed the GMP will be the responsibility of Burke, LLC, ensuring cost protection for the Village.



Services provided under this agreement include:

- Procurement of the bridge structure
- Coordination and management of construction activities with all contractors

Burke, LLC has chosen bridge procurement with Contech Engineered Solutions, a leader in bridge design and manufacturing. Competitive bidding for construction was conducted with three bids received and Martam Construction, Inc. being the lowest responsive and responsible bidder. The GMP is broken down as follows:

Contech Engineered Solutions	Pedestrian Bridge	\$132,500.00
Martam Construction, Inc	Construction	\$436,839.00
Burke, LLC	Insurance, Overhead, and Bonds	\$28,000
	Total	\$597,339.00

FINANCIAL IMPACT

Funds are available in the FY25/26 Budget for procurement and coordination of construction activities for the Borse Park Veterans Memorial Bridge.

RECOMMENDED ACTION:

Staff is seeking approval of an agreement with Burke, LLC for a construction management contract for designer-led design-build project for the Borse Park Veterans Memorial Bridge not to exceed the amount of \$597,339.00.

ORDINANCE NO. 25-O-_____

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A STANDARD FORM AT-RISK CONSTRUCTION MANAGEMENT CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT FOR BORSE PARK VETERANS MEMORIAL BRIDGE BETWEEN BURKE, LLC AND THE VILLAGE OF WILLOWBROOK AT TOTAL COST NOT TO EXCEED \$597,339.00

WHEREAS, the Village of Willowbrook (the “Village”) finds it necessary and desirable to enter into a design-build agreement for the Borse Park Veterans Memorial Bridge Project (the “Project”); and

WHEREAS, due to the nature of the Project, it is hereby determined that the professional services of a construction manager will facilitate the completion of the Project; and

WHEREAS, design-build construction option, usually offers cost and/or time savings versus traditional bid construction process, and the design-build contract also carries an increased amount of risk as compared to the bid process; and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that competitive bidding be waived for the Borse Park Veterans Memorial Bridge Project.

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

SECTION 1: The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook as if fully recited herein.

SECTION 2: The competitive bidding process for the design-build agreement for the Borse Park Veterans Memorial Bridge Project be and is hereby waived.

SECTION 3: The Village Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, a certain Standard Form At-Risk Construction

Management Contract for Designer-LED Design-Build Project for Borse Park Veterans Memorial Bridge between the Village of Willowbrook and Burke, LLC at a total cost not to exceed Five Hundred Ninety-Seven Thousand Three Hundred Thirty-Nine and 00/100ths Dollars (\$597,339.00). A copy of said Contract is attached hereto as Exhibit "A".

SECTION 4: The Village Mayor be and is hereby authorized and directed to execute, on behalf of the Village, that certain Contract with Burke, LLC, attached hereto as Exhibit "A" and made a part hereof, which Contract is hereby approved.

SECTION 5: 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 25th day of August, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

AGREEMENT WITH BURKE, LLC



**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT
CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER: Village of Willowbrook

CONSTRUCTION MANAGER: Burke, LLC
9575 West Higgins Road
Suite 600
Rosemont, IL 60018-4920

PROJECT: Borse Park Veterans Memorial Bridge

CONTRACT DATE: August 25, 2025

GUARANTEED MAXIMUM
PRICE: \$607,339.00

SUBSTANTIAL
COMPLETION DATE: November 21, 2025

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

- 1.1 **Relationship**. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below.
- 1.2 **Engineer**. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager.

ARTICLE 2 - DEFINITIONS

- 2.1 **Contract Documents**. The Contract Documents consist of:
 - .1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;
 - .2 This Contract;
 - .3 Surveys, geo-technical information and other information provided by the Owner pursuant to this Contract;
 - .4 The Plans dated 7/23/25 prepared by CBBEL, including any Addenda thereto.
- In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.
- 2.2 **Day**. A "Day" shall mean one calendar day.
- 2.3 **Hazardous Material**. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, remediation and/or cleanup.
- 2.4 **Owner**. The Owner for the purposes of this Contract is Village of Willowbrook.
- 2.5 **Subcontractor**. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner, or any separate contractor's subcontractor.
- 2.5 **Substantial Completion**. Substantial Completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.
- 2.6 **Subsubcontractor**. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

2.7 The Work. The Work consists of all of the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.

3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work.

3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.

3.4 Meetings. The Construction Manager shall schedule and conduct meetings at which the appropriate parties can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

3.5 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

3.6 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

3.7 Permits. The Construction Manager shall provide reasonable assistance to the Owner relative to the Owner's obligation to secure the permits necessary for construction of the Project, as set forth in Art. 6.1.3, below.

3.8 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.

3.9 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.

3.10 Hazardous Materials. The Construction Manager shall not be obligated to commence or continue Work, until any known or suspected Hazardous Material discovered at the Project site has been removed or rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency. The Construction Manager shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material. The Construction Manager shall not be required to perform any Work relating to or in the area of known or suspected Hazardous Material without written mutual agreement and shall resume Work in the area affected by any Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or rendered harmless. If the Construction Manager incurs additional costs and/or is delayed due to the presence of known or suspected Hazardous Material, the Construction Manager shall be entitled to a Change Order equitably adjusting the Guaranteed Maximum Price and/or the date of Substantial Completion. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless, regardless of fault, negligence or other liability, the Construction Manager, Engineer, all Subcontractors and Subsubcontractors, and the agents, officers, directors and employees of each of them from and against any and all claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to attorney's fees, arising out of or relating to the performance of the Work in any area affected by Hazardous Material. The terms of this indemnification shall survive completion or termination of this Contract.

3.11 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems selected, required or specified by the Owner.

3.12 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

3.13 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner and the Engineer harmless from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) to the extent of the negligence attributed to such acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner or the Engineer, their officials, agents and employees for their own negligent acts or omissions.

3.14 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, and subject to Art. 7.5.2 hereof, all work at the site shall be performed during regular working hours; and the Construction Manager will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent, which shall not be unreasonably withheld, given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M. without the Owner's written consent, which shall not be unreasonably withheld, given after prior written notice.

3.15 Selection of Labor. The Construction Manager shall comply with all Illinois statutes pertaining to the selection of labor.

3.16 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

3.17 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the

Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

- 3.18 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).
- 3.19 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
- 3.20 Wages of Employees on Public Works. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

The submission by the Construction Manager and each subcontractor of payrolls, or copies thereof, is not required. However, the Construction Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

- 3.21 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.
- 3.22 Steel Procurement. The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Owner certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.
- 3.23 Certifications.
 - .1 Illinois Taxes. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability

company, its officers and managers are, not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

- .2 Bid Rigging. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and managers have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.
- .3 Drug-free Workplace. The Construction Manager shall certify that it will provide a drug-free workplace by:
 - .1 Publishing a statement:
 - .1 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Construction Manager's workplace;
 - .2 Specifying the actions that will be taken against employees for violations of such prohibition;
 - .3 Notifying the employee that, as a condition of employment on such contract, the employee will:
 - .1 abide by the terms of the statement; and
 - .2 notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - .2 Establishing a drug-free awareness program to inform employees about:
 - .1 the dangers of drug abuse in the workplace;
 - .2 the Construction Manager's policy of maintaining a drug-free workplace;
 - .3 any available drug counseling, rehabilitation, and employee assistance program; and
 - .4 the penalties that may be imposed upon employees for drug violations;
 - .3 Making it a requirement to give a copy of the statement required by subparagraph 3.23.3.1 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;
 - .4 Notifying the Owner within ten (10) days after receiving notice under subparagraph 3.23.3.1.3.2 from an employee or otherwise receiving actual notice of such conviction;

- .5 Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- .6 Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- .7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

.4 Educational Loan. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and managers are, not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

.5 Human Rights Number. The Construction Manager shall certify that at the time the Construction Manager was awarded this Contract, the Construction Manager had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

ARTICLE 4 - SUBCONTRACTS

- 4.1 General. Work subject to this Contract not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work, and shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.
 - .1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Substantial Completion Date and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.

- .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection, or with anyone who is otherwise unqualified to perform the Work.
- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content.
- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

- 5.1 One-Year Warranty. The Construction Manager warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. **ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.**

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:
 - .1 All necessary information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;

- .2 Inspection and testing services during construction as required by the law or as mutually agreed;
- .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
- .4 any other information or services stated in the Contract Documents as being provided by the Owner.

6.2 **Reliance.** The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.

6.3 **Notice of Defect.** If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.

6.4 **Communications.** The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.

6.5 **Owner's Representative.** The Owner's Representative for this Project is the Public Works Director, who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice, provided, however, that the Owner's Representative shall not have authority to increase the Contract Price by more than \$10,000 nor to extend the Substantial Completion Date. Authority to increase the Contract Price by more than \$10,000 or to extend the Substantial Completion Date may only be exercised by written Change Order signed by Village Manager. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing.

ARTICLE 7 - CONTRACT TIME

7.1 **Execution Date.** The parties contemplate that this Contract will be fully executed on or before the contract date identified on the first page of this contract. A delay in the Owner's execution of this Contract which postpones the commencement of the Work shall require a Change Order equitably adjusting the Substantial Completion Date.

7.2 **Substantial Completion.** The date of Substantial Completion of the Work shall be the Substantial Completion Date identified on the first page of this Contract, as adjusted in accordance with the provisions of this Contract. Time shall be of the essence of this Contract. "Contract Time" means the measurement of time between the Execution Date,

as defined in Art. 7.1 hereof, and the Substantial Completion Date, as defined in Art. 7.2 hereof

7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the Substantial Completion Date shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, the discovery of Hazardous Materials or differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.

7.4 Inclement Weather. The Substantial Completion Date shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Substantial Completion Date, the Construction Manager shall not be entitled to an extension of the Substantial Completion Date. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Substantial Completion Date shall be extended by the appropriate number of calendar days.

7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts, shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. Subject to paragraphs 7.3 and 7.4 hereof, if the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed within the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:

- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
- .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost

progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

7.6 **Failure to Prosecute the Work.** The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that, pursuant to paragraph 11.2, the Construction Manager has materially breached this Contract.

ARTICLE 8 - PAYMENT

8.1 **Guaranteed Maximum Price.** The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee including professional fees, general conditions, insurance, overhead and profit is identified on **Exhibit A - Summary Schedule of Values.** The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

8.2 **Compensation.** For the Construction Manager's performance of the Work, the Owner shall pay the Construction Manager in current funds the sum of the Cost of the Work as defined in this Article ~~plus the Construction Manager's Fee of twelve percent (12%) of the Cost of the Work.~~

8.3 **Progress Payments.** Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is

necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.

- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.
- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work,

amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
- .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .4 Subtract the aggregate of previous payments made by the Owner.
- .5 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
- .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

8.4 Progress Payment Documentation. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

- (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
- (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and

furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;

(C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.

8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.)

8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.

8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.

.1 The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

.2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

.2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.

.3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of

disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

8.8 **Cost of the Work.** The term "Cost of the Work" shall mean costs incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall be the sum of the Construction Manager's subcontracts identified in the Schedule of Values. The Cost of the Work shall include the items set forth below.

.1 **Labor costs.**

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site locations.
- .2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when engaged in performance of the Work.
- .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.

.2 **Subcontract costs.** Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

.3 **Costs of materials and equipment incorporated in the completed construction.**

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.

.4 Costs of other materials and equipment, temporary facilities and related items.

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
- .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
- .3 Costs of removal of debris from the site.
- .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

.5 Miscellaneous costs.

- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
- .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
- .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
- .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
- .5 Expenses and time incurred investigating potential changes in the Work.
- .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents;

payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.

- .7 Data processing costs related to the Work.
- .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .9 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
- .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

.6 Other costs. Other costs incurred in the performance of the Work.

.7 Emergencies and repairs to damaged or nonconforming work.

- .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
- .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.

.8 Professional Service Fees. Fees shall be Lump Sum as identified in Schedule of Values and shall be attached as "Cost of Work".

8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.

- .1 The Cost of the Work shall not include:
 - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.
 - .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.

- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
- .5 The Construction Manager's Fee.
- .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
- .7 Costs which would cause the Guaranteed Maximum Price to be exceeded, except as otherwise provided for in this Contract.

.2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.

8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access, upon advance written notice, to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:

- .1 Defective work not remedied;
- .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
- .3 Failure to make payments to subcontractors for labor, materials or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;

- .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
- .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

- 9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract and signed by the Owner and Construction Manager, stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.
- 9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:
 - .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
 - .2 A mutually accepted, itemized lump sum;
 - .3 Time and materials.
- Construction Manager's fee, as set forth in Art. 8.2 hereof, shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Substantial Completion Date shall be equitably adjusted.
- 9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Substantial Completion Date shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.
- 9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency,

notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

- 10.1 The Construction Manager's Insurance. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:
 - .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
 - .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
 - .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
 - .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
 - .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
 - .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
 - .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
 - .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.
- 10.2 The Construction Manager's liability insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000

Medical Expenses, each person	\$ 10,000
Comprehensive Automobile Liability Insurance	
Combined Single Limit, each accident	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000
Worker's Compensation & Employer's Liability	
Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee
Commercial Umbrella/Excess Liability	
Each Occurrence	\$2,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

10.3 Liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

10.4 **Primary Insurance.** The Construction Manager's insurance shall be primary insurance as respects the Owner and Engineer. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer.

10.5 **Acceptability of Insurers.** The insurance carrier(s) used by the Construction Manager shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule.

10.6 **The Owner's Insurance.** The Owner shall obtain and maintain property insurance in a form reasonably acceptable to the Construction Manager upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include as named insureds the Owner and Construction Manager, Engineer, Subcontractors and Subsubcontractors. This insurance shall insure against loss from the perils of fire and extended coverage, and shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least: theft, vandalism, malicious mischief, transit, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or material. The Owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The Owner shall be responsible for any co-insurance penalties or deductibles. If the Owner occupies or uses a portion of the Project prior to its Substantial Completion, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and the Construction Manager and to which the insurance company or companies providing the property insurance have consented by endorsing the policy or policies. This insurance shall not be canceled or lapsed on account of partial occupancy. Consent of the Construction Manager to such early occupancy or use shall not be unreasonably withheld. Upon the Construction Manager's request, the Owner shall provide the Construction Manager with a copy of all policies before an exposure to loss may occur. Copies of any subsequent endorsements shall be furnished to the Construction Manager. The Construction Manager shall be given thirty (30) days' notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage. The Owner shall give written notice to the Construction Manager before commencement of the Work if the Owner will not be obtaining property insurance. In that case, the Construction Manager may obtain insurance in order to protect its interest in the Work as well as the interest of the Engineer, Subcontractors and Subsubcontractors in the Work. The Guaranteed Maximum Price shall be increased by the cost of this insurance through Change Order. If the Construction Manager is damaged by failure of the Owner to purchase or maintain property insurance or to so notify the Construction Manager, the Owner shall bear all reasonable costs incurred by the Construction Manager arising from the damage.

10.7 **Property Insurance Loss Adjustment.** Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.

10.8 **Waiver of Subrogation.** The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar

waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

10.9 **Bonds.** The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the aggregate of the Construction Manager's Fee and the Engineer's Fee, and payment of the obligations arising thereunder. Bonds may be obtained through the Construction Manager's, or subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the aggregate of the Construction Manager's Fee and the Engineer's Fee. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.

ARTICLE 11 - TERMINATION

11.1 **By the Construction Manager.** Upon seven (7) days' written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:

- .1 if the Work has been stopped for a thirty (30) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or
 - c. because of the Owner's failure to pay the Construction Manager in accordance with this Agreement;
- .2 if the Work is suspended by the Owner for sixty (60) days;
- .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
- .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

11.2 **By the Owner for Cause.** If the Construction Manager persistently fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days' written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Upon seven (7) days' written notice to the Construction Manager and the Construction Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:

- .1 if the Construction Manager persistently utilizes improper materials and/or inadequately skilled workers;
- .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
- .3 if the Construction Manager persistently fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment until the Work is completed. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its rights under this paragraph, upon the request of the Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

11.3 **By the Owner Without Cause.** If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall provide reasonable cooperation to the Owner by taking all reasonable steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.

11.4 **Suspension By The Owner For Convenience.** Subject to the provisions of Art. 11.1 of this Contract, the Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such

period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the Substantial Completion Date caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

ARTICLE 12 - DISPUTE RESOLUTION

- 12.1 **Step Negotiations.** The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, either party may initiate mediation as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.
- 12.2 **Mediation.** In the event that any dispute arising out of or relating to this Contract is not resolved in accordance with the procedures provided in Section 12.1, such dispute shall be submitted to mediation with American Arbitration Association ("AAA") or JAMS/Endispute, Inc. If the mediation process has not resolved the dispute within thirty (30) days of the submission of the matter to mediation, or such longer period as the parties may agree to, the dispute shall be decided by arbitration as set forth below.
- 12.3 **Arbitration.** All claims, disputes and other matters in question not resolved by mediation (hereinafter referred to as a "Controversy") between the parties to this Contract arising out of or relating to this Contract or the breach thereof shall be decided by arbitration at the AAA or JAMS/Endispute, Inc. in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other party to this Contract and with the AAA or JAMS/Endispute. The demand must be made within a reasonable time after the party tendering the demand has determined that mediation has failed to resolve the claim, dispute or other matter in question. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such Controversy would be barred by the applicable statute of limitations. Any arbitration may be consolidated with any other arbitration proceedings. Either party may join any other

interested parties. The award of the arbitrator shall be specifically enforceable in a court of competent jurisdiction

- 12.4.1 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement, arbitration award or court judgment entered resolving the dispute.
- 12.5 Required in Subcontracts. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

ARTICLE 13 - LIQUIDATION AND LIMITATION OF LIABILITY

- 13.1 Late Completion. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal to Two Hundred Dollars (\$200) for each day that the Work is late in reaching Substantial Completion.
- 13.2 Limitation of Liability. The Owner acknowledges that the Construction Manager is a limited liability company and agrees that any claim made by the Owner arising out of or pertaining to this Contract shall be made against only the Construction Manager and not against any member, manager, director, officer, employee or agent of the Construction Manager or any other company affiliated with the Construction Manager.
- 13.4 Consequential Damages. Notwithstanding anything to the contrary in this Contract, in no event shall the Construction Manager or any of its Subcontractors be liable for consequential loss or damage, including but not limited to loss of use or profits, and the Owner hereby releases the Construction Manager and its Subcontractors from any such liability.

ARTICLE 14 - MISCELLANEOUS

- 14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.
- 14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.
- 14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated

agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.

- 14.4 **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Illinois, without application of its conflicts-of-laws provisions.
- 14.5 **Severability.** The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 **Assignment.** Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 **Existing Contract Documents.** A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.

Owner:

Contractor:

Burke, LLC, an Illinois limited liability company

By: _____ Date: _____

By: _____ Date: 8/18/2025

Principal

Attest: _____ Date: _____

Borse Memorial Bridge
Village of Willowbrook
Exhibit A - Summary Schedule of Values



Item	Contract Value
Bridge Construction	
Bridge Fabrication	\$ 132,500
Construction	\$ 436,839
General Conditions	\$ 28,000
Not to Exceed Contract Price	\$ 597,339

Assumptions/Qualifications and Clarifications:

None



Village of **WILLOWBROOK**

**Parks &
Recreation**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.

DATE: August 25, 2025

SUBJECT:

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM HOLIDAY OUTDOOR DECOR FOR THE LEASING, AND SET UP AND REMOVAL OF HOLIDAY LIGHTING AND DÉCOR FOR ONE YEAR WITH THE TOTAL COST FOR YEAR ONE NOT TO EXCEED \$72,955.66

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 authorizing the Village Administrator to enter into an agreement with Holiday Outdoor Decor, for holiday lighting and décor, including installation, removal, storage, and maintenance services, at a cost not to exceed \$72,955.66 per year.

BACKGROUND/SUMMARY

Village staff have identified expanded decorative lighting and festive displays as a strategic priority for enhancing the community experience at the Village Center during the winter season. This agenda item was presented at the Committee of the Whole Meeting on June 23, 2025. Following a competitive review of vendors, Holiday Outdoor Decor (HOD) was selected in 2025 to supply, install, and maintain holiday lighting through a three-year leasing model that eliminates upfront capital costs and provides turnkey service. However, the Village can withdraw from the agreement after the first year without any additional penalty or cost.

The proposed 2025 package refreshes and expands the display to include more energy-efficient LED elements, photo-op features, and upgraded skyline decorations. Key items include:

- 20,000 Cool-White LED mini-lights for Village Center trees
- 22' LED Panel Tree centerpiece
- Bear Family and Candy Selfie Station photo-op displays
- Mister Xmas animated figure (11.8' x 8.5')
- 3' Snowflake pole-mounts (8) and 20' LED pole-wrap kits (8)
- 16' "Happy Holidays" skyline across Midway Drive
- Classic Caroler quartet, Candy Cane silhouettes, Elf tree-decorating motifs, Snow Family, and Gingerbread House ground display
- HOD's "White Glove" package includes installation prior to Thanksgiving, removal in January, off-season storage, maintenance, and replacement of failed lamps at no additional cost during the term.



All pricing is based on the vendor's Government Cooperative Contract #22-05, providing pre-negotiated discounts and ensuring compliance with the Village's purchasing policies. The leasing approach locks in pricing for three years and allows the décor program to be refreshed at the end of the term without incurring disposal costs or obsolescence. The price that was presented to the Board at the Committee of the Whole meeting on June 23, 2025, was \$65,298. This amount did not include the tree wrapping several of the taller trees at the park. The contract currently includes that price which brought it to \$72,955.66.

FINANCIAL IMPACT

FY 2025-26 (Year 1): Lease & services	\$72,955.66
FY 2026-27 (Year 2): Lease & services	\$69,205.66
FY 2027-28 (Year 3): Lease & services	\$69,955.66
Total 3-Year Commitment	\$212,116.98

RECOMMENDED ACTION:

Staff recommends that the Mayor and Board of Trustees adopt the attached Resolution authorizing the Village Administrator to execute the one-year lease agreement with Holiday Outdoor Decor and approve the FY 2025-26 expenditure not to exceed \$72,955.66.

ORDINANCE NO. 25-O-_____

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING
COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE ACCEPTANCE OF
A PROPOSAL FROM HOLIDAY OUTDOOR DECOR FOR THE LEASING, AND SET UP
AND REMOVAL OF HOLIDAY LIGHTING AND DÉCOR FOR ONE YEAR WITH THE
TOTAL COST FOR YEAR ONE NOT TO EXCEED \$72,955.66**

WHEREAS, the Village of Willowbrook (the “Village”) solicited proposals from Holiday Outdoor Decor for the leasing, set up and removal of holiday lighting and décor for one (1) year in the Village for a total cost not to exceed Seventy-Two Thousand Nine Hundred Fifty-Five and 66/100ths Dollars (\$72,955.66); and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that competitive bidding be waived for the leasing, set up and removal of holiday lighting and décor for one (1) year in the Village.

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

SECTION 1: The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook as if fully recited herein.

SECTION 2: The competitive bidding process for the leasing, set up and removal of holiday lighting and décor for one (1) year in the Village be and is hereby waived.

SECTION 3: The Village Administrator of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, a proposal from Holiday Outdoor Decor for the leasing, set up and removal of holiday lighting and décor for one (1) year in the Village, at a total cost not to exceed Seventy-Two Thousand Nine Hundred Fifty-Five and 66/100ths Dollars (\$72,955.66). A copy of said proposal is attached hereto as Exhibit “A” and made a part hereof.

SECTION 4: The Village Administrator be and is hereby authorized and directed to execute, on behalf of the Village, that certain proposal with Holiday Outdoor Decor, attached hereto as Exhibit

“A” and made a part hereof, which proposal is hereby approved.

SECTION 5: 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 25th day of August, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

HOLIDAY OUTDOOR DECOR PROPOSAL



From Moments to Memories -
American Craftsmanship in Every Space

Company Address PO Box 4365
Bethlehem, Pennsylvania 18018
United States

Created Date 6/23/2025
Expiration Date 7/30/2025
Quote Number 00023549

Prepared By Robb Tweedy
Email rtweedy@holidayoutdoordecor.com

Contact Name Dustin Kleefisch
Bill to Phone 630-323-8215 
Email dkleefisch@willowbrook.il.us

Address Confirmation Required: Please verify all information below.

Account Name	Willowbrook, Village of (IL)	Ship To Name	Dustin Kleefisch
Bill To Name	Dustin Kleefisch	Ship To Phone	630-323-8215 
Bill To	835 Midway Dr Willowbrook, Illinois 60527 United States	Ship To	835 Midway Drive Willowbrook, Illinois 60527 United States

Product Code	Product	Product Line Description	Line Item Description	Price	Quantity	Total Price
ML-IM5-1006-CW	Ice Mini Light Set, LED, M5, 100 light, 6" spacing - Cool White	Ice Mini Light Set, LED, M5, 100 light, 6" spacing - Cool White - 6" Lead	20,000 lights (200 sets of 100), 50 per tree	\$2,657.66	1.00	\$2,657.66
LSE-T-22P-MC	LEASE-Panel Tree 22' C7 MULTI LED	Panel Tree 22' C7 MULTI LED	List Price: \$18,155 - (3) Year Lease	\$5,991.00	1.00	\$5,991.00
LSE-DS-8-POFB	LEASE-7.5' 2D Father Bear Photo Op	Father Bear Photo Op 7.5' x 4' LED	List Price: \$1120 - (3) Year Lease	\$370.00	1.00	\$370.00
LSE-DS-7-POMB	LEASE-6'6" 2D LED Mother Bear	Mother Bear Photo Op 6'6" x 4' LED	List Price: \$1075 - (3) Year Lease	\$355.00	1.00	\$355.00
LSE-DS-5-POBB	LEASE-5' 2D LED Baby Bear	Baby Bear Photo Op 5' x 4' LED	List Price: \$675 - (3) Year Lease	\$223.00	1.00	\$223.00
	LEASE-Candy Selfie					

Account Terms DUE UPON RECEIPT

- 20% Restocking fee and shipping on all returns
- No returns without proper authorization
- 4% Credit Card payments fee
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

- Please refer to our Terms and Conditions, [here](#) or at <https://holidayoutdoordecor.com/terms-conditions/>

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____



From Moments to Memories -
American Craftsmanship in Every Space

LSE-DS-6-POCSS	Station Santa Chair Display	Candy Selfie Station Santa Chair Display 6.4 x 6.2	List Price: \$8320 - (3) Year Lease	\$4,160.00	1.00	\$4,160.00
LSE-DS-12-MX	LEASE-Mister Xmas	Mister Xmas 11.8 x 8.5	List Price: \$16,530 - (3) Year Lease	\$8,265.00	1.00	\$8,265.00
LSE-PM-SLB-WFS36-CW	LEASE-3' Sil Winterfest Snowflake Pole Mount with C7 Lamps in Cool White LED	3' Sil Winterfest Snowflake Pole Mount with 48 C7 Lamps in Cool White LED	List Price: \$600 each - (3) Year Lease	\$198.00	8.00	\$1,584.00
LSE-VM-20-PWK-CW	LEASE-20' Pole Wrap Kit - 6" O/C, C7 Cool White LED - 24" Red Nylon Bow	20' Pole Wrap Kit - 6" O/C, C7 Cool White LED - 24" Red Nylon Bow	List Price: \$315 each - (3) Year Lease	\$104.00	8.00	\$832.00
LSE-VD-R-4x16-DSHH	LEASE-Happy Holidays Skyline	Happy Holidays Skyline, 3.9' X 16', LED	List Price: \$8325 - (3) Year Lease	\$4,163.00	1.00	\$4,163.00
LSE-TS-7-VMC	LEASE-Caroling Man 3 x 6 1/2 27 lbs----LED SSCT36 LED	Classic Holiday Man Caroler. Measures 3'x6.5'. With 133 C-7 Lamps. Weighs 27lbs. LED	List Price: \$1200 - (3) Year Lease	\$396.00	1.00	\$396.00
LSE-TS-5-VBC	LEASE-Caroling Boy 2 x 4 1/2 22 lbs----LED SSCT39 LED	Classic Holiday Boy Caroler. Measures 2'x4.5'. With 101 C-7 Lamps. Weighs 22lbs. LED	List Price: \$1000 - (3) Year Lease	\$330.00	1.00	\$330.00
LSE-TS-5-VGC	LEASE-Caroling Girl 2 1/2 x 4 1/2 22 lbs----LED SSCT38 LED	Classic Holiday Girl Caroler. Measures 2.5'x4.5'. With 89 C-7 Lamps. Weighs 22lbs. LED	List Price: \$930 - (3) Year Lease	\$307.00	1.00	\$307.00
LSE-TS-6-VWC	LEASE-Caroling Woman 3 x 5 1/2 25 lbs - C-7 Lamps RD/BL/GR/CW	Classic Holiday Woman Caroler. Measures 3'x5.5'. With 106 C-7 Lamps RD/BL/GR/CW. Weighs 27lbs. LED	List Price: \$1135 - (3) Year Lease	\$375.00	1.00	\$375.00
LSE-TS-8-CC	LEASE-8' Silhouette Candy Cane	Silhouette Candy Cane. Measures 2.5'x8' - C7 LED	List Price: \$1090 each - (3) Year Lease	\$360.00	8.00	\$2,880.00
	LEASE-6.5' Sil Elf	6.5' Sil Elf Decorating Tree				

Account Terms DUE UPON RECEIPT

- 20% Restocking fee and shipping on all returns
- No returns without proper authorization
- 4% Credit Card payments fee
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____

- Please refer to our Terms and Conditions, [here](#) or at <https://holidayoutdoordecor.com/terms-conditions/>



From Moments to Memories -
American Craftsmanship in Every Space

LSE-TS-7-EDT-CW	Decorating Tree Ground Mount 142 C7 in Multicolor and Cool White LED	Ground Mount. Measures 6.5'H x 4'W with 142 C7 Lamps in Multicolor and Cool White LED.	List Price: \$1435 each - (3) Year Lease	\$474.00	2.00	\$948.00
LSE-DS-7-LTC	LEASE-Little Teddy Chic Display	Little Teddy Chic Display 6.5 x 6.5	List Price: \$11,655 - (3) Year Lease	\$5,828.00	1.00	\$5,828.00
LSE-TS-7-SM	LEASE-Sno-Man 4 x 7 25 lbs. ----LED SSCT108 LED	The Sno-Man of our Snow Family. Measures 4'x7'. With 128 C-7 Lamps. Weighs 25lbs. LED	List Price: \$1120 - (3) Year Lease	\$1,120.00	1.00	\$1,120.00
LSE-TS-7-SW	LEASE-Sno-Woman 4 x 7 25 lbs.----LED SSCT107 LED	Sno-Woman, Part of Our Snow Family. Measures 4'x7'. With 138 C-7 Lamps. Weighs 25lbs. LED	List Price: \$1120 - (3) Year Lease	\$1,120.00	1.00	\$1,120.00
LSE-TS-3-SC	LEASE-Sno-Kid 4' x 3'----LED	Sno-Child, the Littlest Snow Family Member. With 4'x3'. With 75 C-7 Lamps. Weighs 20lbs. LED	List Price: \$685 - (3) Year Lease	\$226.00	1.00	\$226.00
LSE-TS-9-GBH	LEASE-10' x 8.5' Gingerbread House, 380 C7 LED Lamps, 185 lbs.	Gingerbread Candy House Ground Display. Measure 10' x 8.5'. 38 C-7 Lamps LED	List Price: \$6365 each - (3) Year Lease	\$2,100.00	1.00	\$2,100.00
MISC - Contract Terms	MISC - Contract Terms		2025-2026 - Year 1 of 3 Year Lease - \$44,230.66	\$0.00	1.00	\$0.00
MISC - Contract Terms	MISC - Contract Terms		2026-2027 - Year 2 of 3 Year Lease - \$44,230.66	\$0.00	1.00	\$0.00
MISC - Contract Terms	MISC - Contract Terms		2027-2028 - Year 3 of 3 year lease - \$44,980.66	\$0.00	1.00	\$0.00
INSTALLATION	White Glove Premium Package	Labor & Equipment - Installation, Removal, Storage & Maintenance	2025-2026 - Year 1 of 3 year lease - Installation Services	\$24,975.00	1.00	\$24,975.00

Account Terms DUE UPON RECEIPT

- 20% Restocking fee and shipping on all returns
- No returns without proper authorization
- 4% Credit Card payments fee
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____

- Please refer to our Terms and Conditions, [here](#) or at <https://holidayoutdoordecor.com/terms-conditions/>



From Moments to Memories -
American Craftsmanship in Every Space

INSTALLATION	White Glove Premium Package	Labor & Equipment - Installation, Removal, Storage & Maintenance	2026-2027 - Year 2 of 3 year lease - Installation Services - \$24,975.00	\$0.00	1.00	\$0.00
INSTALLATION	White Glove Premium Package	Labor & Equipment - Installation, Removal, Storage & Maintenance	2027-2028 - Year 3 of 3 Year Lease - Installation Services - \$24,975.00	\$0.00	1.00	\$0.00
SHIPPING	SHIPPING		1 time shipping fee to HOD-Oswego Warehouse	\$3,750.00	1.00	\$3,750.00

- Applicable Sales Tax will be added to Final Invoice
- All shipping is estimated at time of order. Actual shipping costs may vary.
- Invoices will be sent out as soon as purchased product ships. This includes, both direct to customer or to an HOD warehouse prior to installation.

Subtotal \$72,955.66

Total Price \$72,955.66

Grand Total \$72,955.66

Account Terms DUE UPON RECEIPT

- 20% Restocking fee and shipping on all returns
- No returns without proper authorization
- 4% Credit Card payments fee
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

- Please refer to our Terms and Conditions, [here](#) or at <https://holidayoutdoordecor.com/terms-conditions/>

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____



Village of **WILLOWBROOK**

**Parks &
Recreation**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.a.

DATE: August 25, 2025

SUBJECT:

MOTION – LIQUOR LICENSE REQUEST FOR SUPERIOR TRAINING AT MIDWAY PARK

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Dustin Kleefisch, Director of Parks and Recreation

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To pass a motion authorizing the permission for renter to obtain an Illinois Class C liquor license for a park rental at Midway Park on Sept 7th.

BACKGROUND/SUMMARY

Superior Training is celebrating their 10th year in business and owner Adam Cremieux would like to celebrate with his swim team and families. They are anticipating about 250 people to attend and will be renting Midway Park, since Borse Memorial Community Park is under construction. The event will take place on Sunday, September 7th from 1-4pm.

For this event, the renter is requesting permission to serve alcohol for personal consumption. Only individuals who are 21 and older will be served.

FINANCIAL IMPACT

There is no financial impact with this motion.

RECOMMENDED ACTION:

Staff recommendation is to approve the motion authorizing permission for the renter to obtain an Illinois Class C liquor license for a park rental.



Village of WILLOWBROOK

LIQUOR LICENSE APPLICATION

Mayor
Frank A. Trilla

Village Clerk
Deborah Hahn

Village Trustees
Mark L. Astrella
Sue Berglund
Umberto Davi
Michael Mistele
Gayle Neal
Gregory Ruffolo

Village Administrator
Sean Halloran

Chief of Police
Lauren Kaspar



Proud Member of the
Illinois Route 66 Scenic Byway

1. TYPE OF APPLICATION

New license (If applicant holds a current State Liquor License, attach a copy. If not, provide a copy to the Village within ten (10) days of the issuance of the State Liquor License.)

Renewal license

Current Village license number:

(attach copy of current State Liquor License)

2. Class of license applied for: SPECIAL EVENT (CLASS C)

3. Applicant's name, mailing address and telephone number: (applicant shall be a naturalized citizen(s) or legal entity which will be shown as the licensee on any license issued):

Name:

Adam CREMIEUX (SUPERIOR TRAINING)

Address:

7580 S QUINCY ST

WILLOWBROOK IL 60527

Phone: Home:

Email:

4. A. Legal status of applicant:

Sole Owner

Co-partnership

For profit corporation

Not-for-profit corporation

Other (describe in detail)

B. EIN or SSN of applicant:

C. IBT number of applicant:

5. A. Business name, address and telephone

Name: SUPERIOR TRAINING

Address: 7580 S QUINCY ST

WILLOWBROOK, IL 60527

Phone:

Email:

5. B. Does applicant hold legal title to or beneficially own the premises for which a license is sought?

Yes

If yes, attach a copy of the Deed; if ownership is in a Bank Trust, attach a copy of trust disclosure

No

If no, attach a copy of a lease for the premises in favor of the applicant for the full period for which the license is to be issued

6. Nature of the business (Provide information sufficient to establish eligibility for the class of license applied for):

*AQUATIC & FITNESS CENTER; WE PROVIDE SWIM PROGRAMS
FOR SWIMMERS OF ALL AGES.*

7. If applicable, the date of filing of the "assumed name" of the business with the County Clerk:

2014

8. In the case of a co-partnership, the date of the formation of the partnership:

N/A

9. In the case of an Illinois corporation, the date of incorporation:

2014

10. In the case of a foreign corporation, the state where it was incorporated and the date of its becoming qualified under the "Business Corporation Act of 1983" to transact business in the State of Illinois:

N/A

11. Has the applicant ever been convicted of a felony under any federal or state law? If yes, give detailed particulars:

No

12. Has the applicant ever been convicted of being the keeper of a house of ill fame or is the applicant keeping a house of ill fame? If yes, give detailed particulars:

No

13. Has the applicant ever been convicted of pandering or other crime or misdemeanor opposed to decency and morality? If yes, give detailed particulars:

No

14. Has the applicant ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor and/or has the applicant ever forfeited a bond to appear in court to answer charges for any such violation? If yes, give detailed particulars:

No

15. Has the applicant ever been convicted of a gambling offense as proscribed by any of subsections (a)(3) through (a)(11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the "Criminal Code of 1961," as heretofore or hereafter amended, or as proscribed by any statute replaced by any of the aforesaid statutory provisions? If yes, give detailed particulars:

No

16. Has the applicant ever made an application for a liquor license which has been denied? If yes, give detailed particulars:

No

17. Has the applicant ever had any previous liquor license revoked? If yes, give detailed particulars:

No

18. Is the applicant a law enforcing public official, a member of a local liquor control commission, a mayor, alderman, or member of any city council or commission, a president, trustee, or member of any village board of trustees, or any president or member of a county board? If yes, give detailed particulars:

No

19. Does the applicant hold a federal wagering stamp or federal gaming device stamp issued for the current tax period?

No

20. Has a federal wagering stamp or federal gaming device stamp been issued for the current tax year for the premises identified in question 5 above?

No

21. List the name, sex, date of birth, social security number, position, and percentage of ownership in the business of any sole owner, partner, corporate officer, director, manager or operating agent and any person who owns more than five (5) percent of the shares of the applicant of any parent corporation of the applicant:

Name: Adam A. Grenier M F
 Date of Birth: [REDACTED] Soc. Sec. Number: [REDACTED]
 Position: Manager Percent of Ownership: 100
 Name: _____ M F
 Date of Birth: _____ Soc. Sec. Number: _____
 Position: _____ Percent of Ownership: _____

22. Each person signing this application and each manager employed or to be employed at the licensed premises shall submit a completed license personal interest form.

Dated: Aug 22, 2025

Name: [REDACTED] Adam A. Grenier
 By: [REDACTED] Manager
 Title: _____
 Name of applicant: _____
 By: _____ Title: _____

STATE OF ILLINOIS)
 COUNTY OF DUPAGE) SS.
 Subscribed and Sworn to before me this

22 day of August 20 25

[REDACTED]

Application must be signed by:

If Applicant is:	Signed By:
Sole Owner	Sole Owner
Partnership	At least two (2) partners
Corporation	Corporate president and secretary or two (2) authorized agents, or one (1) signature if corporate president and secretary are one and the same person
All others	At least two (2) authorized agents





Village of WILLOWBROOK

Mayor
Frank A. Trilla

Village Clerk
Deborah Hahn

Village Trustees
Mark L. Astrella

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Gregory Ruffolo

Village Administrator
Sean Halloran

Chief of Police
Lauren Kaspar



Proud Member of the
Illinois Route 66 Scenic Byway

LIQUOR LICENSE PERSONAL INTEREST FORM

*To be attached to the Liquor License Application for each person
designated in Item #22 of the Liquor License Application*

1. Name of applicant as shown on liquor license application:
SUPERIOR TRAINING
2. Name and home residence address of person having personal interest:
Name: Adam Crenfus
Home Address: [REDACTED]
3. Phone Numbers:
Home: [REDACTED]
Business: [REDACTED]
Mobile: [REDACTED]
4. Sex: M F (Circle one)
5. Date and place of birth (*attach copy of birth certificate if born in the United States*):
Date of Birth: [REDACTED]
Place of Birth: [REDACTED]
6. Social Security Number: [REDACTED]
7. Position in the business: MANAGER
8. Percent of ownership: 100
9. Driver's license number and state of issuance (*attach a copy of current driver's license*):
[REDACTED]
10. Citizenship: USA

If naturalized, date and place of naturalization and the certificate of naturalization number:

11. Have you ever been convicted of a felony under any federal or state law? If yes, give detailed particulars:

No

12. Have you ever been convicted of being the keeper of a house of ill fame or are you keeping a house of ill fame? If yes, give detailed particulars:

No

13. Have you ever been convicted of a pandering or other crime or misdemeanor opposed to decency and morality? If yes, give detailed particulars:

No

14. Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor and/or have you ever forfeited a bond to appear in court to answer charges for any such violation? If yes, give detailed particulars:

No

15. Have you ever been convicted of a gambling offense as proscribed by any of subsections (a)(3) through (a)(11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the "Criminal Code of 1961," as heretofore or hereafter amended, or as proscribed by any statute replaced by any of the aforesaid statutory provisions? If yes, give detailed particulars:

No

16. Have you ever made an application for a liquor license which has been denied? If yes, give detailed particulars:

No

17. Have you ever had any previous liquor license revoked? If yes, give detailed particulars:

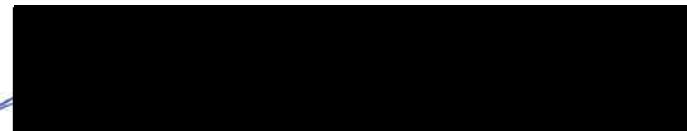
No

18. Are you a law enforcing public official, a member of a local liquor control commission, a mayor, alderman, or member of any city council or commission, a president, trustee or member of any village board of trustees, or any president or member of a county board? If yes, give detailed particulars:

No

19. Do you hold a federal wagering stamp or federal gaming device stamp issued for the current tax period?

No



Signature

Aug 22, 2025

Date

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.
Subscribed and Sworn to before me this

22 day of August, 20 25



Notary Public





50 W. WASHINGTON ST., SUITE 209
CHICAGO, ILLINOIS 60602
TELEPHONE: 312 814-2206
LCC.LICENSING@ILLINOIS.GOV

300 W. JEFFERSON ST., SUITE 300
SPRINGFIELD, ILLINOIS 62702
TELEPHONE: 217 782-2136
WEBSITE: ILCC.Illinois.gov

APPLICATION FOR STATE OF ILLINOIS SPECIAL USE PERMIT LIQUOR LICENSE

The Illinois Liquor Control Commission is encouraging all special use applicants to apply online via **MyTax Illinois**. To avoid the \$25 fee for late applications, we strongly recommend submitting your application 14 days in advance. Once you have received local approval for your special event and your certificate of insurance for your upcoming special event, you then need to log into your **MyTax Illinois** account at mytax.illinois.gov. You can find the step-by-step instructions on our website www2.illinois.gov/ilcc.

If you have questions about the application process, or if you have trouble submitting your application, please contact LCC.Licensing@illinois.gov or you can call the ILCC office at (312) 814-2206 or (217) 782-2136 for additional assistance.

DEFINITION: The Special Use Permit Liquor License shall allow an Illinois licensed liquor retailer to transfer a portion of its alcoholic liquor inventory from its licensed retail premises to a designated site for a special event. **Note:** a Special Use Permit Liquor License must be obtained for **EACH** location and cannot exceed 15 days in duration.

ELIGIBILITY: APPLICANT MUST ALREADY HOLD A STATE OF ILLINOIS RETAIL LIQUOR LICENSE.

Local liquor licensing authority
approval is required for this license.

Dram shop insurance to the maximum
limit is required for this license.

**FEE: \$150.00
(1 day only)**

Fee is per event location. Event duration CANNOT exceed 15 days per application, and the application must be received at the Commission offices AT LEAST 14 days prior to the start of the event.

**FEE: \$250.00
(2-15 days)**

NOTE: Currently there is no limit on the number of days that an event can take place at a specific location, but it is important to note that 15 days is the maximum allowed per application. If your event exceeds 15 days, additional applications and fees must be submitted.

**LATE FEE:
ADD \$25.00**

Add a \$25.00 late fee to EACH application if you expect that the application will not be received at the Commission office at least 14 days PRIOR to the scheduled event start date. The Commission requires this lead time in order to schedule site inspections.

On the following pages, please PRINT OR TYPE the information requested in the spaces provided. The form must bear an original signature; no faxed or photocopied forms or rubber stamped signatures will be accepted.

IMPORTANT NOTICE: THE ILLINOIS LIQUOR CONTROL COMMISSION IS REQUESTING DISCLOSURE OF INFORMATION THAT IS NECESSARY UNDER THE ILLINOIS LIQUOR CONTROL ACT (235 ILCS 5/1 ET SEQ.). DISCLOSURE OF THIS INFORMATION IS MANDATORY. FAILURE TO PROVIDE ANY INFORMATION WILL RESULT IN THE NON-ISSUANCE OF YOUR LICENSE.

**FOR OFFICE
USE ONLY**

FOR OFFICIAL USE ONLY

LICENSE NO.

DATE ISSUED

EXPIRATION DATE

COUNTER

Application for State of Illinois Special Use Permit Liquor License

1. APPLICANT INFORMATION

Check this box if license and ILCC correspondence should be sent to this address.

Provide the information requested in the spaces below, including your current State of Illinois Retail Liquor License number, the corporate/organization name, the corporate/organization Federal Employer Identification Number (FEIN); your Illinois Department of Revenue Sales Tax Account ID; telephone number, and your corporate/organization mailing address and county.

STATE LIQUOR LICENSE NO.	NAME			
	Superior Training LLC			
FEDERAL EMPLOYER ID NO.	ILLINOIS SALES TAX ACCOUNT ID	AREA CODE/TELEPHONE NO.		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ADDRESS	CITY	STATE	ZIP CODE	COUNTY
7580 S Quincy St	Willowbrook	IL	60527	DuPage

2a. BUSINESS PREMISE INFORMATION

Check this box if license and ILCC correspondence should be sent to this address.

Write your "Doing Business As" (DBA) name, telephone number, address and county.

NAME/DOING BUSINESS AS (DBA)	AREA CODE/TELEPHONE NO.			
	()			
ADDRESS	CITY	STATE	ZIP CODE	COUNTY

2b. CONTACT INFORMATION

Provide the requested contact information for your business. The contact person should be the responsible party we can contact who can answer questions on behalf of the business. The mobile or alternate number should be in addition to any business numbers on file. The email address should be the active email address for the business, not the personal email address of the contact person.

CONTACT PERSON'S NAME (First, Last)	BUSINESS PHONE NUMBER	ALTERNATE PHONE NUMBER (Home, Cell, etc.)
Adam Cremieux	(630) 568-3254	[REDACTED]
EMAIL ADDRESS	FAX NUMBER	
[REDACTED]	()	

3. EVENT DETAIL

- Provide the date(s) and time(s) that the event will be held. When you receive your printed license certificate from the Commission, times will be listed in military time (e.g., "0200" = 2AM, "1200" = noon, "2400" = midnight).
- Provide the address/location of the event. If an address is not available, provide specific instructions to enable our investigators to find the event. **Note: Only one location is allowed per application.**
- Provide the name/type of the event (e.g., neighborhood festival, Octoberfest, fish fry, tasting/sampling, etc.).
- Determine the total number of event themes/types for which approval is requested. Use a separate application for each event theme/type.
- Determine the total number of days and locations covered by the event. For example, if your event is held on three successive Fridays at the same location, you are only required to fill out a single application and pay a single application fee since the total duration is 15 days or less and the location is the same. If the location changes weekly in the aforementioned example, however, you will be required to fill out three applications and pay three fees.

DATE OF EVENT: EVENT STARTS (MONTH/DAY/YR)	EVENT TIME: TIME FROM (AM/PM)	DATE OF EVENT: EVENT ENDS (MONTH/DAY/YR)	EVENT TIME: TIME TO (AM/PM)	LOCATION OF EVENT: STREET ADDRESS CITY/STATE/ZIP	EVENT THEME: TYPE OF EVENT
09/07/2025	1:00 pm	09/07/2025	4:00 pm	Midway Park, 209 Midway Dr, willowbrook, IL 60527	10yr business anniversary

4. CORPORATE/ORGANIZATION OFFICER INFORMATION

The individual signing this application at the bottom of Page 4 **MUST** be listed in this section.

NAME (LAST, FIRST, MIDDLE INITIAL)	HOME ADDRESS			CITY	STATE	ZIP
Cremieux, Adam, A					IL	
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/TELEPHONE NO.		% OWNED
		M	Manager			100

NAME (LAST, FIRST, MIDDLE INITIAL)	HOME ADDRESS			CITY	STATE	ZIP
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/TELEPHONE NO.		% OWNED
				()		

NAME (LAST, FIRST, MIDDLE INITIAL)	HOME ADDRESS			CITY	STATE	ZIP
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/TELEPHONE NO.		% OWNED
				()		

5. PRIOR LIQUOR LICENSE INFORMATION

A. Has the organization ever applied for and been denied a liquor license? Yes No

If "yes," provide a complete written explanation of the circumstances on a separate sheet of paper.

B. Has the organization had any previous liquor license suspended or revoked? Yes No

If "yes," provide a complete written explanation of the circumstances on a separate sheet of paper.

6. LOCAL AUTHORITY APPROVAL

You **MUST** submit proof of local authority approval for your event. Generally, your local municipality will issue approval in the form of a letter, a certificate, or a rubber stamp. If the event is taking place in an unincorporated area, the county will need to provide the approval. If the event is taking place on state or federal property, please contact our office as special approval will be necessary. Local authorities will use the box below for "approval" stamps or seals, such as the City of Chicago Liquor Commission. If stamps/seals are not applicable, **attach** a photocopy of the approval letter or certificate.

ATTACH:
LOCAL AUTHORITY APPROVAL
(IF MISSING, APPLICATION WILL BE REJECTED)

OR

Local Liquor
Commissioner's
Event Approval
Stamp Here
(if applicable)

7. DRAM SHOP INSURANCE

You **MUST** submit proof that Dram Shop insurance to the maximum limit has been secured for this event. **Attach** a photocopy of the insurance rider to this application. Remember, it must cover the **location** where the special event is being held and the coverage **must** coincide with the dates of the event.

ATTACH:
DRAM SHOP INSURANCE RIDER
(IF MISSING, APPLICATION WILL BE REJECTED)

8. PAYMENT

Determine the payment amount for your application(s). For efficiency, you may group multiple applications and submit a single check to cover all events. **Make check or money order payable to: ILLINOIS LIQUOR CONTROL COMMISSION.** *The Commission does not accept U.S. currency/cash as payment.*

9. LATE FILING FEE

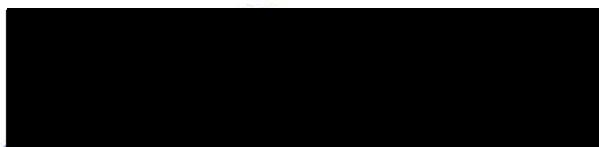
If you expect that your application will not arrive at the Commission office within the required 14-day advance notice, submit an additional **\$25.00** late fee for EACH application. **If the late fee is not included, the application(s) will be rejected.**

10. SIGNATURE/DATE/TITLE

The application must be signed and dated by the applicant or an authorized agent of the applicant along with the title/position of the person signing. **The signature must be an original; rubber stamps, photocopies, or faxed copies are not accepted.**

I, THE UNDERSIGNED APPLICANT OR AUTHORIZED AGENT THEREOF, SWEAR OR AFFIRM THAT: THE MATTERS STATED IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT; THEY ARE MADE UPON MY PERSONAL KNOWLEDGE AND INFORMATION; THEY ARE MADE FOR THE PURPOSE OF REQUESTING THE STATE OF ILLINOIS TO ISSUE THE LICENSE HEREIN APPLIED FOR; THE APPLICANT IS QUALIFIED AND ELIGIBLE TO OBTAIN THE LICENSE APPLIED FOR; AND THE APPLICANT WILL NOT VIOLATE ANY OF THE LAWS OF THE UNITED STATES OF AMERICA OR THE STATE OF ILLINOIS, IN PARTICULAR, THE ILLINOIS LIQUOR CONTROL ACT, RULES AND REGULATIONS, AND THE CIVIL RIGHTS SECTIONS THEREOF.

FURTHER, I AGREE TO NOTIFY THIS COMMISSION WITHIN 30 WORKING DAYS OF CHANGES IN ANY OF THE ABOVE INFORMATION.



MANAGER

TITLE/POSITION

Aug 22, 2025

DATE

Taxpayer Notification

Business Authorization



#BWNKMGV
#CNXX XX44 9X1X 7922#
SUPERIOR TRAINING PROPERTIES LLC
7580 S QUINCY ST
WILLOWBROOK IL 60527-5545

August 19, 2025



Letter ID: CNXXXX449X1X7922

Account ID: [REDACTED]

We have issued your Certificate of Registration.

We have issued your Illinois Business Authorization.

Please verify that all of the information on the Business Authorization is correct. If all of the information is correct, you may print a paper copy from a MyTax Illinois account to visibly display at the business listed.

Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030

217 785-3707

Enclosure(s)

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the address listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2025

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

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

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: PHONE (A/C. No. Ext): 708-845-3000 E-MAIL ADDRESS: certificates@thehortongroup.com	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company	NAIC # 10677
INSURED Superior Training LLC C/O Adam Cremieux 7580 S. Quincy St Willowbrook IL 60527	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	SUPETRA-D1	

COVERS

CERTIFICATE NUMBER: 444108153

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ETN 0353539	9/30/2024	9/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>	SCHEDULED AUTOS NON-OWNED AUTOS ONLY				COMBINED SINGLE LIMIT (ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional insured with respect to the general liability coverage only when required by written contract.

RE: 10-year anniversary event in the park

CERTIFICATE HOLDER

CANCELLATION

Village of Willowbrook 835 Midway Drive Willowbrook IL 60527	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE [REDACTED]

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Village of **WILLOWBROOK**

**Parks &
Recreation**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.b.

DATE: August 25, 2025

SUBJECT:

EVENT CAPACITY WAIVER FOR SUPERIOR TRAINING AT MIDWAY PARK

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To pass a motion waiving the event capacity limitation of 200 people for a park rental permit application.

BACKGROUND/SUMMARY

Superior Training is celebrating their 10th year in business and owner Adam Cremieux would like to celebrate with his swim team and families. They are anticipating about 250 people to attend and will be renting Midway Park, since Borse Memorial Community Park is under construction. The event will take place on Sunday, September 7th from 1-4pm.

FINANCIAL IMPACT

There is no financial impact with this motion.

RECOMMENDED ACTION:

Staff's recommendation is to approve the motion waiving the event capacity limitation of 200 people for the event to take place.