

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, JANUARY 24, 2022, AT 6:30 P.M. 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM WEBINAR. MEMBERS OF THE PUBLIC CAN ATTEND THE MEETING VIA ZOOM WEBINAR BY VIDEO OR AUDIO. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL-IN NUMBER:

Dial-in Phone Number: 312-626-6799

Meeting ID: 857 0600 4853

Written Public Comments Can Be Submitted By 6:15 P.M. on January 24, 2022, to shalloran@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
3. MOTION - MOTION TO ALLOW MAYOR TRILLA TO ATTEND THE MEETING REMOTELY. (PASS)
4. PLEDGE OF ALLEGIANCE
5. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
6. MOTION - BOARD ADVICE AND CONSENT TO VILLAGE ADMINISTRATOR'S RECOMMENDATION TO THE HIRING OF A DIRECTOR OF COMMUNITY DEVELOPMENT (PASS)

7. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - January 10, 2022 (APPROVE)
 - c. Warrants - \$ 698,582.04

- d. RESOLUTION NO. - A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) LATERAL POLICE CANDIDATE FOR THE RANK OF PATROL OFFICER (ADOPT)
- e. MOTION TO APPROVE THE CALENDAR YEAR 2022 PAYMENT TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY (IRMA) (PASS)

NEW BUSINESS

- 8. INFORMATION - AVAILABILITY OF THE REVISED ELIGIBILITY STUDY AND REPORT AND THE REVISED REDEVELOPMENT PLAN AND PROJECT FOR THE WILLOWBROOK REDEVELOPMENT CORRIDOR TIF DISTRICT.
- 9. ORDINANCE NO. - AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AN ADULT-USE CANNABIS DISPENSING ORGANIZATION IN TENANT SPACE 900 IN THE WILLOWBROOK PLAZA SHOPPING CENTER (PREVIOUSLY WINGREN PLAZA) (PASS)
- 10. RESOLUTIONS RELATED TO HEALTH INSURANCE
 - a. RESOLUTION NO. - A RESOLUTION DIRECTING THE VILLAGE ADMINISTRATOR TO PROVIDE AND SERVE WRITTEN NOTICE TO THE CHAIRMAN OF THE INTERGOVERNMENTAL PERSONNEL BENEFITS COOPERATIVE ("IPBC") AND THE MEMBERS OF THE SOUTH CENTRAL DUPAGE COUNTY BENEFIT POOL ("SCDCBP") OF THE VILLAGE'S INTENTION TO WITHDRAW FROM IBPC MEMBERSHIP (ADOPT)
 - b. RESOLUTION NO. - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN ADOPTION AGREEMENT BETWEEN GOVERNMENTAL INSURANCE NETWORK ("GIN") AND THE VILLAGE OF WILLOWBROOK, ILLINOIS AND TO ACKNOWLEDGE THE GIN INTERGOVERNMENTAL AGREEMENT AND GIN BY-LAWS (ADOPT)

11. RESOLUTION NO. - A RESOLUTION APPROVING AN INCREASE IN HOURLY BILLING RATES OF VILLAGE ATTORNEYS STORINO, RAMELLO & DURKIN (ADOPT)

12. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING, APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE AN AGREEMENT WITH ENGINEERING SOLUTIONS TEAM CO. TO PROVIDE AND PREPARE CONTRACT BIDDING DOCUMENTS, GENERAL CONDITIONS AND BID FORMS FOR THE VILLAGE OF WILLOWBROOK COMMUNITY RESOURCE CENTER (ADOPT)

PRIOR BUSINESS

13. TRUSTEE REPORTS

14. ATTORNEY'S REPORT

15. CLERK'S REPORT

16. ADMINISTRATOR'S REPORT

17. MAYOR'S REPORT

18. EXECUTIVE SESSION

19. ADJOURNMENT

MINUTES OF THE MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JANUARY 10, 2022, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Mayor Frank A. Trilla.

2. ROLL CALL

Those physically present at roll call were Village Clerk Debbie Hanh, Village Trustee Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal and Gregory Ruffolo, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Interim Chief Financial Officer Nathan Gaskill, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Clerk Christine Mardegan and Municipal Services Foreman AJ Passero.

Present Via conference call, due to COVID-19 Pandemic were Mayor Frank A. Trilla and Village Attorney Thomas Bastian.

Absent: None.

A QUORUM WAS DECLARED

3. MOTION – Motion to Allow Mayor Trilla to Attend the Meeting Remotely.

Trustee Neal asked the Board to Allow Mayor Trilla to attend the meeting remotely.

MOTION: Made by Trustee Neal and seconded by Trustee Davi to allow Mayor Trilla to attend the meeting remotely.

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

MOTION DECLARED CARRIED

4. PLEDGE OF ALLEGIANCE

Mayor Trilla asked AJ Passero to lead everyone in saying the Pledge of Allegiance.

5. VISITORS' BUSINESS

None presented and no written comments were received.

6. MOTION - BOARD ADVICE AND CONSENT TO MAYOR'S APPOINTMENT OF MARK L. ASTRELLA TO FILL A VACANCY IN THE OFFICE OF VILLAGE TRUSTEE (PASS)

Mayor Trilla asked for a motion to consider the appointment of Mark Astrella for Village Trustee due to the resignation of Trustee Paul Oggerino.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to appoint Mark L. Astrella to Village Trustee.

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

MOTION DECLARED CARRIED

7. OATH OF OFFICE - VILLAGE TRUSTEE MARK L. ASTRELLA

Mayor Trilla asked Clerk Hahn to swear in Mark L. Astrella as the new Village Trustee.

Attorney Bastian added that Trustee Astrella has tendered a resignation from the Board of Police Commissioners which was email to the Mayor, with a notarized copy served on Clerk Hahn, effective today (January 10, 2022).

Clerk Hahn confirmed that is correct.

Mayor Trilla welcomed Trustee Astrella to the Board.

8. 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 - Regular Board Meeting - December 20, 2021 (APPROVE)

c. Warrants - \$353,941.17

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

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to approve the Omnibus Vote Agenda.

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

MOTION DECLARED CARRIED

NEW BUSINESS

9. RESOLUTION NO. 22-R-01 - A RESOLUTION ACCEPTING, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT BETWEEN KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. AND THE VILLAGE OF WILLOWBROOK FOR THE PURCHASE OF FOUR (4) COPIER/PRINTER MACHINES, AND RELATED SUPPLIES AND A FIVE (5) YEAR MAINTENANCE AGREEMENT (ADOPT)

Assistant Administrator Halloran advised staff is recommending replacing four copiers to be installed at Village Hall and the Police Department. Previously copiers were purchased in 2011, 2012, 2015 and 2017. The typical lifespan of a copier is five years. Replacing these copiers will be an improvement for the Village.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Davi to adopt Resolution No. 22-R-01 as presented.

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

MOTION DECLARED CARRIED

10. RESOLUTION NO. 22-R-02 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING, APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE AN AGREEMENT WITH ORBIS SOLUTIONS, INC. TO PROVIDE NETWORK INFORMATION TECHNOLOGY ("IT") UPGRADES TO THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$30,173.00 (ADOPT)

Administrator Pabst related, on May 17, 2021, the Village of Willowbrook's municipal computer systems were on the receiving end of a ransomware attack. Staff immediately took steps to minimize the impact and investigate the cause. The actions taken by staff included working with law enforcement and

legal to review the attack and prepare a plan to move forward.

Since the ransomware attack, the Village has made updates to the IT infrastructure including, but not limited to the purchase of new laptops, upgrading security systems, installing two-factor authentication and the approval of the Village's new IT service provider, Orbis. After the Board approved the contract with Orbis Solutions, Orbis began to analyze the Village's infrastructure and came to staff with a recommendation to upgrade all departments network security at a cost not to exceed of \$30,173.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution No. 22-R-02 as presented.

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

MOTION DECLARED CARRIED

11. ORDINANCE NO. 22-O-01 - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) 2021 DODGE DURANGO MOTOR VEHICLE FROM THE JOHN JONES AUTOMOTIVE GROUP AT A COST NOT TO EXCEED \$41,814.00 (PASS)

Chief Schaller stated during a previous Board Meeting with the Village staff and Elected Officials it was determined that there was a need for an additional police vehicle that would be used in an undercover capacity. On December 28, 2021, a Willowbrook Officer was the victim of a DUI hit and run accident. This accident caused significant damage to the 2020 Dodge Durango. The Village insurer, IRMA, appraised the damage and considered the vehicle a total loss. A replacement 2021 Dodge Durango was found at a slightly higher cost than a 2020 model replacement. This vehicle will be purchased through John Jones Automotive Group, at cost of \$41,814.00.

Trustee Davi asked if the guy got away?

Chief Schaller said that he did not and charged with DUI and other vehicle code violations. In response to an additional question, Chief Schaller indicated the offender was not insured.

Trustee Davi asked how the officer is doing?

Chief Schaller related that the officer has no broken bones but is shook up, bruised, and undergoing physical therapy.

Mayor Trilla asked the Chief to send his warmest regards to the officer.

MOTION: Made by Trustee Berglund and seconded by Trustee Ruffolo to pass Ordinance No. 22-0-01 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

12. TRUSTEE REPORTS

Trustee Neal thanked former Trustee Paul Oggerino for all his hard work with the Public Safety and Laws and Ordinances committees. She indicated the Board and Village would be hard pressed to find a Trustee that has given more than he had with his thirty-seven years of total service to the Village of Willowbrook. A simple thank you does not seem enough. It was a pleasure working with you.

Trustee Ruffolo echoed Trustee Neal's comments and indicated it has been a pleasure working with Paul. He wished him the best going forward and indicated that he would be missed.

Trustee Mistele expanded on the comments and shared that he and Trustee Oggerino first met at his retirement party. It has been a good time.

Trustee Mistele also added that there had been a committee meeting regarding the Community Resource Center and that bid documents are being finalized. The committee will bring a package to the Board in the next month or so with an updated schedule and budget.

Mayor Trilla thanked Trustee Mistele on his hard work with the Community Resource Center.

Trustee Berglund wished Paul Oggerino all the best and thanked him for his service.

Trustee Davi echoed all the well-deserved words being bestowed on Trustee Oggerino.

Trustee Astrella stated that he has known Trustee Oggerino and his family for years and thanked Trustee Oggerino for his support and help.

13. ATTORNEY'S REPORT

Attorney Bastian welcomed Trustee Astrella to the Board. He also thanked Trustee Oggerino for his friendship, support, and hard work though out the years and wished him the best.

14. CLERK'S REPORT

Clerk Hahn echoed the exact same sentiments that everyone has expressed. She shared that she has known Paul for thirty-five years, working with him at the police department for 32 years as well as the Board. He will be missed.

15. ADMINISTRATOR'S REPORT

Administrator Pabst indicated that it has been nice working with Trustee Oggerino and was sure that he'd be back to visit when the new board chambers are completed.

Reminded the Board that there is a Budget meeting this Thursday, January 13, at 6:30 p.m. The format will be different than in the past. The process will be more flexible and transparent and address more issues. This budget is only for the 2021/22 estimate and the Capital Improvement Plan. Assistant Administrator Halloran and Interim Chief Financial Officer Gaskill have worked hard on preparing the Capital (Improvement) Plan. The Capital (Improvement) Plan is the first of its kind for our Village.

There will be a follow-up meeting on Thursday, February 17th to get into more detail of the budget. Administrator Pabst any questions or comments prior to the meeting could be addressed to him or Assistant Administrator Halloran.

16. MAYOR'S REPORT

Mayor Trilla asked Administrator Pabst to present Trustee Oggerino with a plaque commemorating all his valuable years of service. The Mayor indicated that Trustee Oggerino has made many valuable contributions to the Village, but perhaps his greatest achievement was to get better insurance for everyone. The fact that he stayed to complete this task is a testament to his character.

The Mayor felt he could not have accomplished what he had without Trustee Oggerino and felt they had done it together. The Mayor also expressed his brotherly love for Trustee Oggerino.

Former Trustee Oggerino stated that he and the Mayor had partnered together in 2012, forming a team, to guide the Village in a

different direction. He thanked each and every one, going around the room thanking and commenting to each attendee individually. He indicated he would be going in a different direction in life after 37 years with the Village. He assured the Board that Trustee Astrella would do a great job, bringing a lot to the table.

Mayor Trilla updated the Board that he has been in attendance for several zoom meetings with (Illinois) Speaker of the House Chris Welch going over some of the law enforcement issues, as well as working with (State Representative) Deanne Mazzochi. These law enforcement issues are also a focus of the DuPage Mayor's and Managers. Over the course of these meetings, the members have been able to engage in quite a few legislative issues.

17. CLOSED SESSION

Mayor Trilla stated there is no need for Closed Session during tonight's meeting.

18. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Ruffolo to adjourn the Regular Meeting at the hour of 6:59 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

January 24, 2022

GENERAL CORPORATE FUND	-----	\$507,187.11
WATER FUND	-----	\$174,449.93
MOTOR FUEL TAX FUND	-----	9,350.00
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND	-----	\$7,595.00
 TOTAL WARRANTS	-----	 \$698,582.04

Nathan Gaskill, Interim Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/12/2022		APCH	98081	JOHN JONES AUTOMOTIVE GROUP	MAINTENANCE - VEHICLES	630-409	30	41,814.00
01/12/2022		APCH	98082*#	TAMELING GRADING	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	1,879.00
					STREET & ROW MAINTENANCE	750-328	35	1,570.00
					STREET & ROW MAINTENANCE	750-328	35	13,258.00
					CHECK APCHK 98082 TOTAL FOR FUND 01:			16,707.00
01/13/2022		APCH	98083#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	410-201	05	44.64
					PHONE - TELEPHONES	455-201	10	89.28
					TELEPHONES	810-201	40	44.64
					CHECK APCHK 98083 TOTAL FOR FUND 01:			178.56
01/24/2022		APCH	236 (E) #	FIRST NATIONAL BANK OMAHA	OFFICE SUPPLIES	455-301	10	155.10
					FEES/DUES/SUBSCRIPTIONS	455-307	10	12.99
					FEES/DUES/SUBSCRIPTIONS	455-307	10	9.99
					EDP LICENSES	460-263	10	40.00
					EDP LICENSES	460-263	10	15.93
					EDP LICENSES	460-263	10	450.00
					FEES/DUES/SUBSCRIPTIONS	610-307	25	460.00
					FINANCIAL SERVICES	620-252	25	39.00
					FINANCIAL SERVICES	620-252	25	21.96
					CHECK APCHK 236 (E) TOTAL FOR FUND 01:			1,204.97
01/24/2022		APCH	237 (E) #	FIRST NATIONAL BANK OMAHA	PERSONNEL RECRUITMENT	455-131	10	350.00
					PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	231.98
					PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	189.98
					SCHOOLS/CONFERENCES/TRAVEL	455-304	10	79.00
					SCHOOLS/CONFERENCES/TRAVEL	455-304	10	99.95
					FEES/DUES/SUBSCRIPTIONS	455-307	10	12.99
					FEES/DUES/SUBSCRIPTIONS	455-307	10	9.99
					FEES/DUES/SUBSCRIPTIONS	455-307	10	157.25
					EDP LICENSES	460-263	10	106.92
					EDP LICENSES	460-263	10	(450.00)
					EDP LICENSES	460-263	10	36.11
					EDP LICENSES	460-263	10	40.00
					EDP LICENSES	460-263	10	15.93
					FINANCIAL SERVICES	620-252	25	34.20
					CHECK APCHK 237 (E) TOTAL FOR FUND 01:			914.30

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/24/2022		APCH	98084*#	ACCESS ONE, INC.	PHONE - TELEPHONES	455-201	10	446.16
					PHONE - TELEPHONES	455-201	10	49.30
					PHONE - TELEPHONES	455-201	10	49.30
					PHONE - TELEPHONES	455-201	10	61.96
					INTERNET/WEBSITE HOSTING	460-225	10	400.00
					PHONE - TELEPHONES	455-201	20	92.10
					PHONE - TELEPHONES	455-201	20	92.10
					PHONE - TELEPHONES	630-201	30	375.74
					INTERNET/WEBSITE HOSTING	640-225	30	400.00
					TELEPHONES	710-201	35	92.10
					CHECK APCHK 98084 TOTAL FOR FUND 01:			2,058.76
01/24/2022		APCH	98085	ALAN F. FRIEDMAN, PHD	EXAMS - PSYCHOLOGICAL	440-544	07	725.00
01/24/2022		APCH	98086	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - CAMERA FEES	630-247	30	22,475.00
					RED LIGHT - MISC FEE	630-249	30	2,494.80
					CHECK APCHK 98086 TOTAL FOR FUND 01:			24,969.80
01/24/2022		APCH	98087	ARAMARK UNIFORMS SERVICES	UNIFORMS	710-345	35	50.97
					UNIFORMS	710-345	35	302.14
					CHECK APCHK 98087 TOTAL FOR FUND 01:			353.11
01/24/2022		APCH	98089*#	AT & T MOBILITY II LLC	TELEPHONES	710-201	35	129.72
					TELEPHONES	710-201	35	129.72
					CHECK APCHK 98089 TOTAL FOR FUND 01:			259.44
01/24/2022		APCH	98090	AXON ENTERPRISE, INC	BODY CAMERAS	630-402	30	1,404.00
01/24/2022		APCH	98091#	B & E AUTO REPAIR & TOWING	MAINTENANCE - VEHICLES	630-409	30	732.18
					MAINTENANCE - VEHICLES	630-409	30	75.03
					MAINTENANCE - VEHICLES	630-409	30	82.37
					MAINTENANCE - VEHICLES	630-409	30	87.63
					MAINTENANCE - VEHICLES	630-409	30	211.91
					MAINTENANCE - VEHICLES	630-409	30	57.03
					MAINTENANCE - VEHICLES	630-409	30	56.95
					MAINTENANCE - VEHICLES	735-409	35	85.00
					CHECK APCHK 98091 TOTAL FOR FUND 01:			1,388.10
01/24/2022		APCH	98092	BLACK GOLD SEPTIC	MAINTENANCE - GARAGE	725-413	35	425.00
01/24/2022		APCH	98093	BRIGHTER ELECTRIC	MAINTENANCE - GARAGE	725-413	35	915.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/24/2022	APCH	98094	BUTTREY RENTAL SERVICE, INC.	MAINTENANCE - VEHICLES EQUIPMENT RENTAL	735-409 750-290	35 35		321.00 495.00 816.00
				CHECK APCHK 98094 TOTAL FOR FUND 01:				
01/24/2022	APCH	98095	CALLAHAN PLUMBING & IRRIGATION	MAINTENANCE - BUILDING	630-228	30		1,145.00
01/24/2022	APCH	98096	CHICAGO SUN-TIMES, INC	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10		2,016.00
01/24/2022	APCH	98097	CHOICE OFFICE EQUP & SUPPLIES IN	COPY SERVICE	455-315	10		758.97
01/24/2022	APCH	98098#	CHRISTOPHER B. BURKE	PLAN REVIEW - ENGINEER FEES - ENGINEERING FEES - ENGINEERING FEES - ENGINEERING FEES - ENGINEERING PLAN REVIEW - CIVIL ENGINEER PLAN REVIEW - CIVIL ENGINEER PLAN REVIEW - CIVIL ENGINEER PLAN REVIEW - CIVIL ENGINEER	520-254 720-245 720-245 720-245 720-245 820-254 820-254 820-254 820-254	15 35 35 35 35 40 40 40 40		440.00 416.00 2,492.86 262.50 187.50 110.00 150.00 275.00 275.00 4,608.86
				CHECK APCHK 98098 TOTAL FOR FUND 01:				
01/24/2022	APCH	98099	CINTAS CORPORATION NO 2	MAINTENANCE - GARAGE MAINTENANCE - PW BUILDING	725-413 725-418	35 35		42.33 103.34 145.67
				CHECK APCHK 98099 TOTAL FOR FUND 01:				
01/24/2022	APCH	98100	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING MAINTENANCE - BUILDING MAINTENANCE - BUILDING	630-228	30 30 30		1,891.18 127.12 122.08 2,140.38
				CHECK APCHK 98100 TOTAL FOR FUND 01:				
01/24/2022	APCH	98101	CODE ENFORCEMENT REPRESENTATIVES	CODE ENFORCE INSPECTION	830-119	40		1,413.00
01/24/2022	APCH	98102*#	COMED	ENERGY/COMED (835 MIDWAY) RED LIGHT - COM ED RED LIGHT - COM ED RED LIGHT - COM ED ENERGY - STREET LIGHTS ENERGY - STREET LIGHTS ENERGY - STREET LIGHTS	466-240 630-248 630-248 630-248 745-207 745-207 745-207	10 30 30 30 35 35 35		710.56 34.47 45.35 44.62 55.50 613.50 502.65 2,006.65
				CHECK APCHK 98102 TOTAL FOR FUND 01:				

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/24/2022		APCH	98103	DELLA GRAPHICS CORP	MAINTENANCE - VEHICLES	735-409	35	66.00
01/24/2022		APCH	98105	EWS WELDING SUPPLY, INC	MAINTENANCE - BUILDING	466-228	10	44.92
01/24/2022		APCH	98106	FALCO'S LANDSCAPING INC	STREET & ROW MAINTENANCE STREET & ROW MAINTENANCE STORM WATER IMPROVEMENTS MAINTENANCE	750-328 750-328 750-381	35 35 35	4,200.00 3,700.00 4,600.00
					CHECK APCHK 98106 TOTAL FOR FUND 01:			12,500.00
01/24/2022		APCH	98107	FLEETPRIDE TRUCK & TRAILER PARTS	MAINTENANCE - VEHICLES	735-409	35	139.93
01/24/2022		APCH	98108	FORCE AMERICA INC	MAINTENANCE - VEHICLES	735-409	35	55.59
01/24/2022		APCH	98109	FOREST AWARDS & ENGRAVING	OFFICE SUPPLIES	410-301	05	17.40
01/24/2022		APCH	98110	FOX TOWN PLUMBING INC	MAINTENANCE - GARAGE	725-413	35	579.00
01/24/2022		APCH	98111	GRIT PIPE SOLUTIONS LLC	JET CLEANING CULVERT JET CLEANING CULVERT	750-286 750-286	35 35	5,320.00 3,700.00
					CHECK APCHK 98111 TOTAL FOR FUND 01:			9,020.00
01/24/2022		APCH	98112*#	H AND R CONSTRUCTION INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,500.00
01/24/2022		APCH	98114	IRMA	INSURANCE - IRMA	480-272	10	230,501.00
01/24/2022		APCH	98115	JSN CONTRACTORS SUPPLY	MAINTENANCE - BUILDING	466-228	10	138.00
01/24/2022		APCH	98116#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE COPY SERVICE COPY SERVICE	630-315 630-315 810-315	30 30 40	48.39 194.63 678.73
					CHECK APCHK 98116 TOTAL FOR FUND 01:			921.75
01/24/2022		APCH	98117	LA FASTENERS INC	MAINTENANCE - VEHICLES MAINTENANCE - VEHICLES	735-409 735-409	35 35	11.25 26.90
					CHECK APCHK 98117 TOTAL FOR FUND 01:			38.15
01/24/2022		APCH	98118	LAW OFFICES STORINO RAMELLO&DURK	FEES - SPECIAL ATTORNEY	470-241	10	475.70
01/24/2022		APCH	98121	MICHELLE STRUGALA	CONTINGENCIES	685-799	30	119.50
01/24/2022		APCH	98123	MID-STATES ORGANIZED CRIMET	FEES/DUES/SUBSCRIPTIONS	630-307	30	200.00
01/24/2022		APCH	98126	NATIONAL TEK SERVICES	EDP LICENSES	460-263	10	2,225.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/24/2022	APCH	98127	NCPERS GROUP LIFE INSURANCE	EMP DED - SUPPLEMENTAL LIFE INSURANC	210-213	00		80.00
				EMP DED - SUPPLEMENTAL LIFE INSURANC	210-213	00		80.00
				EMP DED - SUPPLEMENTAL LIFE INSURANCE	210-213	00		80.00
				CHECK APCHK 98127 TOTAL FOR FUND 01:				240.00
01/24/2022	APCH	98128	NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35		2,550.00
				TREE MAINTENANCE	750-338	35		6,600.00
				TREE MAINTENANCE	750-338	35		6,450.00
				TREE MAINTENANCE	750-338	35		5,250.00
				TREE MAINTENANCE	750-338	35		6,000.00
				CHECK APCHK 98128 TOTAL FOR FUND 01:				26,850.00
01/24/2022	APCH	98129	NOTARY SERVICE BONDING AGENCY	FEES/DUES/SUBSCRIPTIONS	630-307	30		53.95
01/24/2022	APCH	98130	ORKIN EXTERMINATING	FEES/DUES/SUBSCRIPTIONS	630-307	30		96.63
				FEES/DUES/SUBSCRIPTIONS	630-307	30		96.63
				CHECK APCHK 98130 TOTAL FOR FUND 01:				193.26
01/24/2022	APCH	98131	PARVIN-CLAUSS SIGN CO	VILLAGE ENTRY SIGNS	765-640	35		71,791.00
01/24/2022	APCH	98132	PIONEER PRESS	FEES/DUES/SUBSCRIPTIONS	630-307	30		68.50
01/24/2022	APCH	98133	PIRTEK	MAINTENANCE - VEHICLES	735-409	35		2,131.66
				MAINTENANCE - VEHICLES	735-409	35		585.09
				CHECK APCHK 98133 TOTAL FOR FUND 01:				2,716.75
01/24/2022	APCH	98134	RAGS ELECTRIC, INC	MAINTENANCE - STREET LIGHTS	745-223	35		327.04
01/24/2022	APCH	98136	REDGRAVE, LLP	CRISIS MANAGEMENT	475-367	10		2,360.00
01/24/2022	APCH	98137	REGIONAL TRUCK EQUIPMENT CO	MAINTENANCE - VEHICLES	735-409	35		366.52
01/24/2022	APCH	98138	ROBERT HALF	CONSULTING FEES - CLERICAL	471-253	10		778.52
				CONSULTING FEES - CLERICAL	471-253	10		870.11
				CHECK APCHK 98138 TOTAL FOR FUND 01:				1,648.63
01/24/2022	APCH	98139	ROBERT SCHALLER	MAINTENANCE - VEHICLES	630-409	30		9.59
01/24/2022	APCH	98140	SAFE BUILT, LLC	PLAN REVIEW - PLANNER	520-257	15		10,300.00
01/24/2022	APCH	98141	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10		131.52
01/24/2022	APCH	98142	SBOC	FEES/DUES/SUBSCRIPTIONS	810-307	40		75.00
01/24/2022	APCH	98143	SIGNS NOW	OFFICE SUPPLIES	410-301	05		141.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/24/2022		APCH	98144	SUBURBAN DOOR CHECK & LOCK SERVI	MAINTENANCE - BUILDING	630-228	30	19.20
01/24/2022		APCH	98145	T.P.I.	PLAN REVIEW - BUILDING CODE REIMB.	820-258	40	6,396.00
					PLAN REVIEW - BUILDING CODE REIMB.	820-258	40	4,710.66
					PART TIME - INSPECTOR	830-109	40	3,570.00
					PLUMBING INSPECTION REIMB	830-115	40	700.00
					CHECK APCHK 98145 TOTAL FOR FUND 01:			15,376.66
01/24/2022		APCH	98146*#	TAMELING INDUSTRIES	STREET & ROW MAINTENANCE	750-328	35	44.23
01/24/2022		APCH	98147	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	203.80
01/24/2022		APCH	98148	TOOLS PLUS INDUSTRIES LLC	OPERATING EQUIPMENT	755-401	35	205.70
01/24/2022		APCH	98149	ULINE	MAINTENANCE - BUILDING	466-228	10	783.14
01/24/2022		APCH	98151	UNITED STATE POSTAL SERVICE	PREPAID POSTAGE	190-102	00	5,000.00
01/24/2022		APCH	98152#	WAREHOUSE DIRECT	OFFICE SUPPLIES	630-301	30	30.86
					OPERATING EQUIPMENT	630-401	30	55.40
					OPERATING EQUIPMENT	630-401	30	9.85
					OPERATING EQUIPMENT	630-401	30	12.55
					FURNITURE & OFFICE EQUIPMENT	710-405	35	182.48
					CHECK APCHK 98152 TOTAL FOR FUND 01:			291.14
01/24/2022		APCH	98153#	WESTERN FIRST AID & SAFETY	MAINTENANCE - BUILDING	466-228	10	93.59
					MAINTENANCE - PW BUILDING	725-418	35	64.03
					CHECK APCHK 98153 TOTAL FOR FUND 01:			157.62
01/24/2022		APCH	98154	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	283.35
01/24/2022		APCH	98155	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	630-409	30	260.00
					MAINTENANCE - VEHICLES	630-409	30	260.00
					CHECK APCHK 98155 TOTAL FOR FUND 01:			520.00
01/24/2022		APCH	98156	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	120.00
					Total for fund 01 GENERAL FUND			507,187.11

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
01/12/2022		APCH	98082*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,272.25
01/24/2022		APCH	235 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	113,569.47
01/24/2022		APCH	98084*#	ACCESS ONE, INC.	PHONE - TELEPHONES	401-201	50	92.27
					PHONE - TELEPHONES	401-201	50	92.10
					CHECK APCHK 98084 TOTAL FOR FUND 02:			184.37
01/24/2022		APCH	98088	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	838.50
					LEAK SURVEYS	430-276	50	728.00
					LEAK SURVEYS	430-276	50	731.50
					CHECK APCHK 98088 TOTAL FOR FUND 02:			2,298.00
01/24/2022		APCH	98089*#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	401-201	50	129.72
					PHONE - TELEPHONES	401-201	50	129.72
					CHECK APCHK 98089 TOTAL FOR FUND 02:			259.44
01/24/2022		APCH	98102*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	1,148.17
					ENERGY - ELECTRIC PUMP	420-206	50	1,713.21
					CHECK APCHK 98102 TOTAL FOR FUND 02:			2,861.38
01/24/2022		APCH	98112*#	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,375.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,145.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,190.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,000.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,900.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,900.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,200.00
					CHECK APCHK 98112 TOTAL FOR FUND 02:			33,710.00
01/24/2022		APCH	98113	HBK WATER METER SERVICE	MAINTENANCE - METER EQUIPMENT	435-463	50	25.50
01/24/2022		APCH	98120	METROPOLITAN INDUSTRIES INC	EDP LICENSES	417-263	50	138.00
01/24/2022		APCH	98122	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	2,118.86
01/24/2022		APCH	98124	MIDWEST CHLORINATING, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,500.00
01/24/2022		APCH	98135	RBH CONSTRUCTION, LLC	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	4,650.00

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 01/12/2022 - 01/25/2022

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
01/24/2022		APCH	98146*#	TAMELING INDUSTRIES	LANDSCAPING - OTHER	430-299	50	82.66
01/24/2022		APCH	98150	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	7,780.00
					Total for fund 02 WATER FUND			174,449.93

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 01/12/2022 - 01/25/2022

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 04 MOTOR FUEL TAX FUND								
01/24/2022		APCH	98119	M & J ASPHALT PAVING COMPANY INC	STREET MAINTENANCE CONTRACT	430-684	56	9,350.00
Total for fund 04 MOTOR FUEL TAX FUND								9,350.00

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 01/12/2022 - 01/25/2022

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 14 LAND ACQUISITION, FACILITY, EXPANSION &								
01/24/2022	APCH	98104		ENGINEERING SOLUTIONS TEAM	ENGINEERING	920-245	75	6,595.00
01/24/2022	APCH	98125		MTZ ARCHITECTS, INC.	ARCHTECTURAL FEES	920-246	75	1,000.00
					Total for fund 14 LAND ACQUISITION, FACILITY, E			7,595.00
					TOTAL - ALL FUNDS			698,582.04

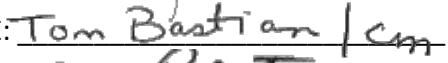
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VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) LATERAL POLICE CANDIDATE FOR THE RANK OF PATROL OFFICER

AGENDA NO. 7.d.**AGENDA DATE:** 1/24/2022**STAFF REVIEW:** Robert Schaller, Chief of PoliceSIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Brian Pabst, Village AdministratorSIGNATURE: **REVIEWED & APPROVED BY PSC:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

Due to the retirement of a sergeant on January 8, 2022 a vacancy has been created.

The Police Department currently has no reservations at the Police Training Institute and was advised that the remainder of academy spots for 2022 are currently filled. Due to the terms and conditions of fulfilling Department of Justice COPS grant and the lack of a reservation at the police academy, a deviation from the hiring rotation, as defined in Section 5-1-4 of the Municipal Code of the Village of Willowbrook, is requested to effect the hiring from the lateral transfer applicant list.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

Our current police department composition ordinance (Section 5-1-1 of the Village Code of Ordinances) establishes the following as far as number and rank of positions within the police department:

Chief of Police -1

Deputy Chief of Police -1

Sergeants – 3 (**4 – Sergeants until the pending retirement on March 7, 2022**)

Patrol Officers - in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total department composition not to exceed twenty-six (26) members

TOTAL: 26 sworn officers (27 sworn until the pending retirement on March 7, 2022 at which time total sworn will revert back to 26 officers)

Currently the total number of sworn officers is 25 in the police department.

ACTION PROPOSED:

Adopt the Resolution, which will enable the Chief of Police to hire from the lateral hire candidate pool.

RESOLUTION NO. 22-R-_____

**A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE
VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING
ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF ONE (1)
LATERAL POLICE CANDIDATE FOR THE RANK OF PATROL OFFICER**

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

WHEREAS, Title 5, Chapter 1, Section 5-1-14 authorizes lateral hiring of qualified police officers; and

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

WHEREAS, the provisions of Section 5-1-14, the rotation hiring process notwithstanding, the Village Board of Trustees is expressly authorized, at any time, to deviate from the hiring rotation process and direct the Chief of Police of the Village to select a qualified candidate from the lateral candidate pool to be recommended for hire by the Village Administrator.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that a deviation from the “rotating hiring basis”, as provided in Title 5, Chapter 1, Section 5-1-14 of the Village Code of Ordinances, is hereby approved and the Chief of Police is hereby directed to select one (1) qualified candidate from the lateral pool of qualified candidates and shall further make a recommendation to the Village Administrator of the Village to extend a conditional offer of employment as a patrol officer to such

candidate all in accord with the provisions of Title 5, Chapter 1, Section 5-1-14 of the Village Code of Ordinances.

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

PASSED and APPROVED this 24th day of January, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

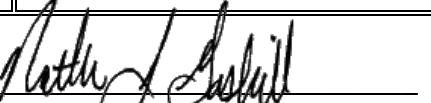
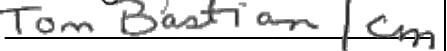
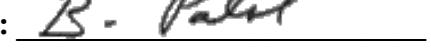
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

MOTION TO APPROVE THE CALENDAR YEAR 2022 PAYMENT
TO THE INTERGOVERNMENTAL RISK MANAGEMENT
AGENCY (IRMA)

AGENDA NO. 7.e.**AGENDA DATE:** 1/24/2022**STAFF REVIEW:** Nathan Gaskill, Chief Financial Officer**SIGNATURE:** **LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Brian Pabst, Village Administrator**SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM)**

Willowbrook is a member of the Intergovernmental Risk Management Agency (IRMA) which provides liability and workers compensation insurance to a pool of municipal members. An annual premium notice is issued each year in December based upon each member's revenues and claims experience. In accordance with the Village's Personnel Manual, any premium credit amount earned based on the experience modifier is intended to be distributed to employees as a safety incentive upon approval by the Board of Trustees. This year, there is no premium credit to be distributed.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS)

The Board also annually considers approval of the annual premium to IRMA for continued liability insurance coverage. Staff is recommending payment of the 2022 calendar year premium of **\$230,501** (before the deductible credit) from the Village's budget line item, which is \$2,932 under the budgeted amount of \$233,433. The payment of the annual IRMA premium typically comes out of the Village's General Fund. IRMA holds a credit, called the Excess Surplus, on the Village's behalf of \$1,454,408, which may be used towards the premium payment or withdrawn by the Village.

The premium calculation is based on the Village's loss history over the past 5 years (2016-2020).

A summary of the premium and surplus fund is attached.

ACTION PROPOSED: DISCUSSION AND PASS THE MOTION



December 14, 2021

Village of Willowbrook

STATEMENT OF 2022 ANNUAL CONTRIBUTION

Initial Contribution computed at a rate of \$2.183 per \$100 of five-year average Revenue Base	\$251,206
Plus or Minus: Loss Fund Adjustments	
Plus or Minus: the Experience Modifier -8.24%	(\$20,705)
2022 Contribution Before Optional Deductible Credit	\$230,501
Credit for Deductible of \$10,000	(\$23,050)
2022 Annual Contribution Due	\$207,451
Plus: Members Reserve due	
Total Contribution Plus Reserve	\$207,451
Excess Surplus Credit Available (can be used to pay all or part of the contribution)	\$1,454,408

Please make checks payable to Intergovernmental Risk Management Agency and enclose the completed and signed Statement of Payment. If you prefer to pay by wire transfer or ACH, contact us and we'll send the instructions. As part of our internal controls, we need the signed Statement of Payment either returned with the check, faxed to 708-236-6371, or emailed to ashlim@irmarisk.org

Payment is due on or before February 1, 2022. According to Bylaw Article IV Section 4.01, any payments which are more than fifteen days late shall incur an interest penalty fee equal to 1% per month or portion thereof. **Please do not make your payment prior to January 1st.**

An option is available for members choosing a deductible higher than the \$2,500 minimum to pay the contribution amount before the optional deductible credit and place the optional deductible amount in a reserve fund with IRMA. See the Optional Deductible Credit Reserve Fund Policy for more information.

Members may enter into an Installment Payment Agreement, per Bylaws Section 3.02. Please contact Ashli for additional information.

Ashli Motyka
Director, Financial Services & Administration
(708) 236-6371



STATEMENT OF PAYMENT 2022 CONTRIBUTION

Member: Village of Willowbrook

Invoice # 202167

Due: February 1, 2022

Excess Surplus Credit available that can be applied to contribution: (\$1,296,043)

\$207,451 Member's 2022 Annual Contribution Due

Members Reserve Due

(_____) Amount of Excess Surplus Credit applied to payment

+ _____ Amount of Optional Deductible Credit to be deposited to the
Optional Deductible Credit Reserve Fund max of : \$23,050

_____ Net Cash Payment for 2022 Contribution/Reserve

Method of payment ACH Wire transfer Check

SIGNATURE

DATE

PRINTED NAME

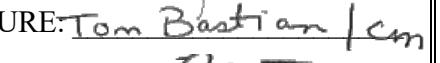
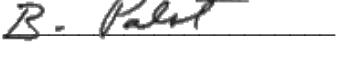
TITLE

Members can choose to receive a combination of a credit/check up to a maximum of their Excess Surplus Credit Available. Any remaining funds will be carried over for future years and earn investment income at the same rate as IRMA's investment portfolio. Please send a separate request for any excess surplus refunds to be paid out by check.

If you have any questions, contact Ashli Motyka at (708) 236-6371 or ashlim@irmarisk.org

Please return this copy with your payment for proper credit, or if paying electronically, scan and either fax to 708-236-6371 or email to ashlim@irmarisk.org. IRMA's financial auditors verify that we have these completed sheets on file.

VILLAGE OF WILLOWBROOK

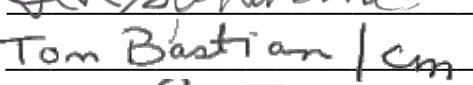
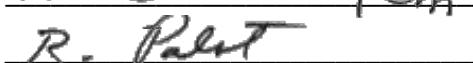
BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY	
ITEM TITLE: AVAILABILITY OF THE REVISED ELIGIBILITY STUDY AND REPORT AND THE REVISED REDEVELOPMENT PLAN AND PROJECT FOR THE WILLOWBROOK REDEVELOPMENT CORRIDOR TIF DISTRICT.	AGENDA NO. 8. AGENDA DATE: 1/24/22
STAFF REVIEW: Sean Halloran, Assistant Village Administrator	SIGNATURE: 
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: 
RECOMMENDED BY: Brian Pabst, Village Administrator	SIGNATURE: 
REVIEWED & APPROVED BY A COMMITTEE:	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY) During the July 26, 2021 Board of Trustees meeting, the Village Administrator described the potential Tax Increment Financing District (TIF) in the southeastern portion of the Village. On December 20, 2021, the Village held a Public Hearing to further identify any public concerns and obtain input. In order to address some of the concerns, it was deemed necessary to make modifications to the TIF Eligibility Study and Report and the corresponding TIF Redevelopment Plan.	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.) Tonight, staff is announcing the availability of the revised Eligibility Study and Report and the revised Redevelopment Plan and Project for the Willowbrook Redevelopment Corridor TIF District. The changes were made in response to public input received previously, and include minor technical changes, like correcting the date of adoption of the Village's Comprehensive Plan, removing a reference to a casino use, along with substantial changes, like removing the Village's use of eminent domain against residential properties and including more right-of-ways in the TIF District boundaries. The revised Eligibility Study and Redevelopment Plan and Project are available at the Village Clerk's office for public review.	
ACTION PROPOSED: Information only.	

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AN ADULT-USE CANNABIS DISPENSING ORGANIZATION IN TENANT SPACE 900 IN THE WILLOWBROOK PLAZA SHOPPING CENTER (PREVIOUSLY WINGREN PLAZA)

AGENDA NO. 9.**AGENDA DATE:** 1/24/22**STAFF REVIEW:** Karen Stonehouse, AICP, Planning ConsultantSIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Brian Pabst, Village AdministratorSIGNATURE: **REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

On December 16, 2019, the Village of Willowbrook's Board of Trustees approved Ordinance No. 19-O-36 defining and regulating adult-use cannabis. The Ordinance approved text amendments to the Village Zoning Ordinance to provide definitions of cannabis dispensary-related terms, and to add Adult-Use Cannabis Dispensing Organization as a special use in the OR Office Research and M1 Light Manufacturing zoning districts. Village Staff have not been approached by any potential dispensary proprietors interested in locating in the OR or M1 zoning districts.

On December 8, 2021, the Plan Commission held a Public Hearing to consider the Village of Willowbrook's application for text amendments to the Zoning Ordinance. The text amendments were developed in order to further define and regulate licensed adult-use cannabis dispensing organizations in compliance with the Cannabis Regulation and Tax Act (CRTA), enacted by the State of Illinois which became law on June 25, 2019. The text amendments were proposed to include Adult-Use Cannabis Dispensing Organizations as Special Uses within the B-2 Community Shopping, B-3 General Business, and B-4 Highway and Service Business zoning districts. There were no members of the public that came forward in support or opposition of the proposed text amendments. The Plan Commission voted 7-0 in favor of the proposed text amendments to forward a positive recommendation to the Village Board.

On December 20, 2021, the Village Board considered and unanimously passed an Ordinance to amend the Zoning Ordinance to allow Adult-Use Cannabis Dispensing Organizations as Special Uses in the B-2 Community Shopping, B-3 General Business, and B-4 Highway and Service Business Districts.

On December 21, 2021, Village Staff received an application for a special use permit to establish an adult-use cannabis dispensing organization in tenant space 900 of the Willowbrook Plaza Shopping Center.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

On January 12, 2022, the Plan Commission held a public hearing on the proposed special use. The Commission heard one letter from an employee of a neighboring tenant and heard comments from several Willowbrook residents via Zoom attendance at the public hearing. The applicant had two representatives at the public hearing to present information on the proposed use to respond to questions and concerns. After deliberation, the Plan Commission voted unanimously to forward the case to the Village Board, with several conditions, with a recommendation for approval

A summary of questions and concerns raised at the Plan Commission public hearing is included in this Staff Report.

ACTION PROPOSED: Pass the Attached Ordinance.

ORDINANCE NO. 22-_____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AN ADULT-USE
CANNABIS DISPENSING ORGANIZATION
IN TENANT SPACE 900
IN THE WILLOWBROOK PLAZA SHOPPING CENTER
(PREVIOUSLY WINGREN PLAZA)

PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
THIS 24TH DAY OF JANUARY, 2022

ORDINANCE NO. 22-_____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AN ADULT-USE
CANNABIS DISPENSING ORGANIZATION IN TENANT SPACE 900
IN THE WILLOWBROOK PLAZA SHOPPING CENTER
(PREVIOUSLY WINGREN PLAZA)

WHEREAS, on or about December 21, 2021, Mint IL, LLC, D/B/A Mint Cannabis ("APPLICANT"), with approval of property owner, Willowbrook Plaza, LLC, filed an application with the Village of Willowbrook, requesting that the Village grant a special use permit with respect to the property legally described in Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"); and

WHEREAS, Applicant specifically requested the Village grant the special use permit for an Adult-Use Cannabis Dispensing Organization in Tenant Space 900 of the Subject Realty, as identified in Exhibit "B" attached hereto, which is, by this reference incorporated herein ("SUBJECT TENANT SPACE"); and

WHEREAS, Notice of Public Hearing on said application was published on or about December 28, 2021 in a newspaper having general circulation within the Village, to-wit, the *Chicago Sun-Times* newspaper, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a Public Hearing on or about January 12, 2022, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, at said Public Hearing, the Applicant presented testimony in support of said application and all interested parties had an opportunity to be heard; and

WHEREAS, the Plan Commission forwarded its recommendation, attached hereto as Exhibit "C", including its Findings of Fact, attached hereto as Exhibit "D" to the Mayor and Board of Trustees on or about January 21, 2022, which is, by this reference, made a part hereof.

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

SECTION 1: That the Zoning Map of the Village of Willowbrook be amended to reflect the granting of a special use permit in SUBJECT TENANT SPACE on the SUBJECT REALTY, pursuant to Sections 9-14-5 and 9-6B-2 of the Zoning Ordinance of the Village of Willowbrook, to allow the operation of an adult-use cannabis dispensing organization.

SECTION 2: That the Findings of Fact made by the Plan Commission in its recommendation attached hereto as Exhibit "D" are hereby adopted by the Mayor and Board of Trustees.

SECTION 3: That the relief granted in Section One of this Ordinance is expressly conditioned upon the SUBJECT TENANT SPACE and SUBJECT REALTY at all times being constructed, used, operated and maintained in accordance with all of the following conditions:

1. The special use shall comply with all statutory requirements of the Cannabis Regulation and Tax Act and that the operator of the cannabis business establishment provide a copy of the State-approved license and license application documentation required by the Act to the Planning and Development Department.
2. A separate sign permit shall be obtained for the proposed building signage, pursuant to the Village Code.
3. The special use permit for the proposed development shall be null and void if construction for the proposed use is not commenced within eighteen (18) months of the date of any approval of the special use by the Village Board.

SECTION 4: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION 5: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this 24th day of January, 2022.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

 ABSENT: _____

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1 IN WINGREN PLAZA SUBDIVISION, BEING A RESUBDIVISION OF LOT 11 AND PART OF LOT 12 IN E.J. CHLUMSKY'S SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF WINGREN PLAZA SUBDIVISION RECORDED DECEMBER 5, 1989 AS DOCUMENT R89-152944, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 900 75th Street, Willowbrook IL 60527.

PIN: 09-26-202-014

EXHIBIT "B"

INTERIOR LAYOUT

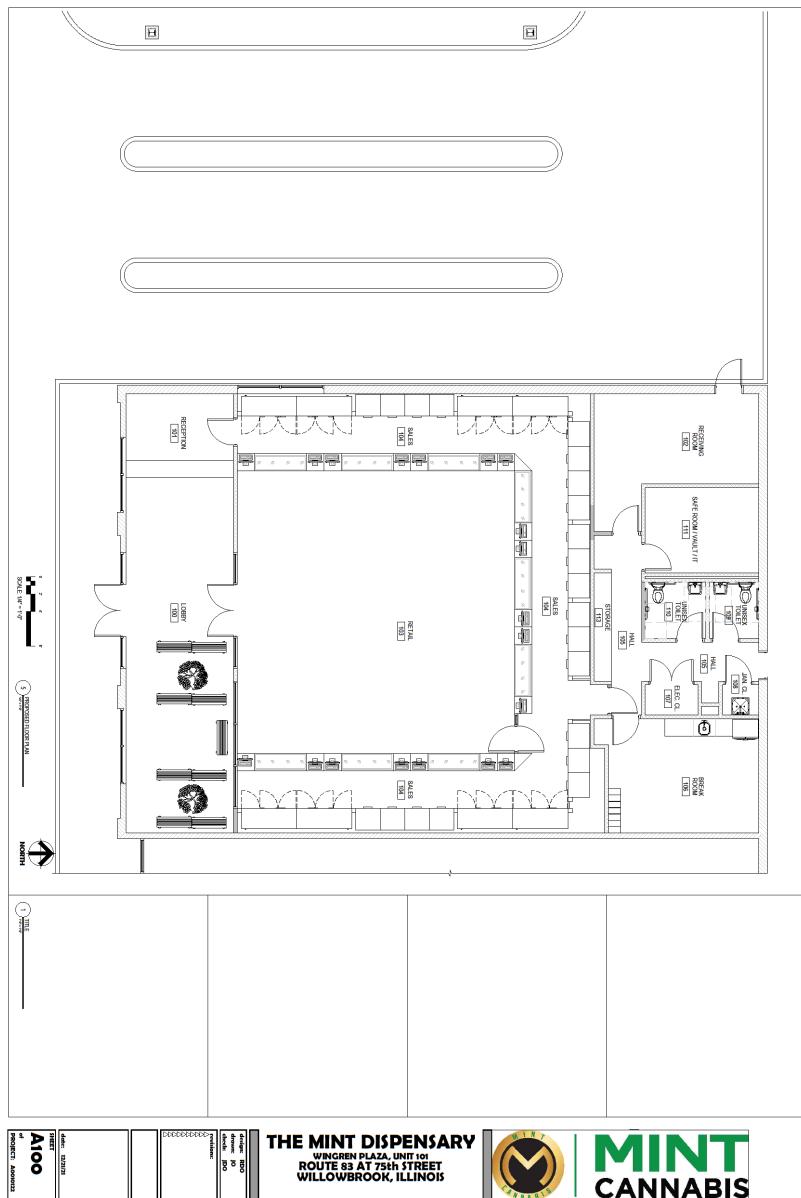


EXHIBIT "C"

PLAN COMMISSION RECOMMENDATION

Based on the submitted petition and testimony presented, the Plan Commission forwards its Findings of Fact to the Mayor and Village Board for the special use as described in the Staff Report and Attachments prepared for the January 12, 2022 Plan Commission meeting for PC 22-01, and recommends approval of the special use subject to the Recommended Conditions of Approval.

Recommended Conditions of Approval

1. The special use shall comply with all statutory requirements of the Cannabis Regulation and Tax Act and that the operator of the cannabis business establishment provide a copy of the State-approved license and license application documentation required by the Act to the Planning and Development Department.
2. A separate sign permit shall be obtained for the proposed building signage, pursuant to the Village Code.
3. The special use permit for the proposed development shall be null and void if construction for the proposed use is not commenced within eighteen (18) months of the date of any approval of the special use by the Village Board.

EXHIBIT "D"

Special Use Standards and Findings for PC 22-01:
Special Use for an Adult-Use Cannabis Dispensary at 900 75th
Street

9-14-5(B): Standards for Special Use

The Plan Commission shall not recommend and the Board of Trustees shall not grant a Special Use Permit from the regulation of this title unless affirmative findings of fact shall be made as to all of the standards hereinafter set forth, which findings of fact shall be based upon evidence adduced upon the hearing held thereon, that:

(A) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Applicant Finding: The establishment is licensed by the State of Illinois. To obtain a cannabis dispensary license, the site and its owner must have and operate with strict security guidelines and procedures set forth in the Cannabis Regulation and Tax Act. These include, but are not limited to security cameras, motion detectors, alarm system and physical security.

Staff Finding: A list of Business and Operational Rules in the Cannabis Regulation and Tax Act limits business hours, delivery areas, and signage; and requires adequate personnel at all times. Similar businesses are operating throughout the state without endangering the public health, safety, morals, comfort or general welfare.

(B) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

Applicant Finding: The special use is consistent with the surrounding vicinity in that it is a commercial business which is like the adjacent uses. Additionally, customers typically spend less than 15 minutes on site and are not allowed to consume any cannabis on the property. A typical transaction will include parking, walking into the establishment, get ID credentials validated, make a purchase, and exit with the purchase in a sealed bag to their car where they would leave the premises.

Staff Finding: The special use is expected to be operated in much the same manner as any other retail use, except that there is strict regulation imposed by State law. The applicant has extensive experience with successful operation of cannabis dispensaries in

several states. There can be no deliveries or on-site consumption, and the business must close by 10:00 p.m.

(C) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Applicant Finding: The Cannabis Dispensary, we feel strongly, will be an asset to the community and anticipate that it may encourage other business and development to the area. The location we have selected in fact is in a suite that has been vacant for an extended period of time and will now be the site of a long term business.

Staff Finding: The special use will be conducted within its storefront with no anticipated impacts to surrounding properties.

(D) That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.

Applicant Finding: Yes. The property has the necessary utilities / facilities.

Staff Finding: The site has been and will continue to be serviced by all necessary utilities, infrastructure, and drainage facilities which are and will be adequate for the proposed use.

(E) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Applicant Finding: The property is currently a strip mall / commercial plaza with adequate ingress / egress to meet the needs of the facility and surrounding uses. This includes access from 75th Street and Route 83 (Kingery Highway).

Staff Finding: Adequate ingress and egress for the site has been provided.

(F) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

Applicant Finding: The property meets all local rules & regulations for a commercial business / cannabis dispensary.

Staff Finding: The special use shall in all other respects conform to the applicable regulations of the district in which it is located. No variations from Village ordinances are being requested.

(G) **Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.**
(Ord. 97-0-05, 1-27-1997).

Applicant Finding: There has been no denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.

Staff Finding: There has been no denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.



Village of Willowbrook

Staff Report to the Village Board

Village Board:

Receive/Vote Date January 24, 2022

Prepared By:

Karen L. Stonehouse, AICP, Planning Consultant

Case Title:

Zoning Case No. 22-01: Special Use for an Adult-Use Cannabis Dispensing Organization at 900 75th Street

Petitioner:

Mint IL, LLC, D/B/A Mint Cannabis, represented by Omar Fakhouri
3816 S. Harlem Ave., Lyons, IL 60534

Action Requested:

Approval of a Special Use Permit in the B-2 Community Shopping District for an Adult-Use Cannabis Dispensing Organization

Purpose:

To allow the establishment of an adult-use cannabis dispensing organization, which is allowed in the Village only as a Special Use

Location:

900 75th Street, Northeast corner of 75th Street and IL Route 83 (Kingery Highway)

PIN:

09-26-202-014

Existing Zoning:

B-2 Community Shopping District

Proposed Zoning:

B-2 Community Shopping District with a special use for an adult-use cannabis dispensing organization

Existing Land Use(s):

Vacant commercial space in Willowbrook Plaza. Formerly Chase Bank

Property Size:

Lot is 3.59 acres, Unit 900 is approximately 3,900 square feet

Surrounding Land Use:

	Use	Zoning
North	Highway and Service Business (restaurant)	B-4
South	Community Shopping (gas station)	B-2
East	Highway and Service Business (hotel)	B-4
East	Community Shopping (various uses within the Willowbrook Plaza)	B-2
West	Vacant land	M-1
West	Community shopping (restaurant, retail, and urgent care clinic)	B-2

Necessary Action by Village Board

Pass the attached Ordinance

List of Exhibits in this Report:

- Exhibit 1:** Aerial of the Subject Property
- Exhibit 2:** Subject Property Site Layout
- Exhibit 3:** Projected intersection Levels of Service-- proposed restaurant -2018 KLOA Traffic Study
- Exhibit 4:** Hourly parking availability data in the subject property parking lot
- Exhibit 5:** Zoning map
- Exhibit 6:** Conceptual exterior view from South
- Exhibit 7:** Floor Plan
- Exhibit 8:** Examples of Other Mint Dispensary Interiors

List of Attachments to this Report:

- Attachment 1:** Notice of Public Hearing
- Attachment 2:** Certificate of Publication
- Attachment 3:** Legal Description
- Attachment 4:** Special Use Standards and Findings

History and Background

Inclusion of Adult-Use Cannabis Dispensing Organizations as a Special Use

On December 8, 2021, the Plan Commission held a Public Hearing to consider the Village of Willowbrook's application for text amendments to the Zoning Ordinance. These text amendments were proposed to include Adult-Use Cannabis Dispensing Organizations as Special Uses within the B-2 Community Shopping, B-3 General Business, and B-4 Highway and Service Business zoning districts. The Plan Commission unanimously recommended approval of the text amendments to the Village Board.

On December 20, 2021, the Village Board considered and unanimously passed an Ordinance to amend the Zoning Ordinance to allow Adult-Use Cannabis Dispensing Organizations as Special Uses in the B-2 Community Shopping, B-3 General Business, and B-4 Highway and Service Business Districts.

On December 21, 2021, Village Staff received an application for a special use permit to establish an adult-use cannabis dispensing organization in tenant space 900 of the Willowbrook Plaza Shopping Center.

On January 12, 2022, the Plan Commission held a public hearing on the proposed special use. After deliberation, the Plan Commission voted unanimously to forward the case to the Village Board, with several conditions, with a recommendation for approval.

Description of Site

The subject property is located at the northeast corner of Illinois Route 83 and 75th Street. The subject property is zoned B-2 Community Shopping Zoning District and has a total land area of approximately 3.59 acres. The property contains Willowbrook Plaza (formerly Wingren Plaza) shopping center, which houses approximately 50,000 square feet of retail and service businesses. The tenant space (about 3900 square feet) within the subject property is Unit 900, at the west end of the shopping center.

Exhibit 1 Aerial of the Subject Property

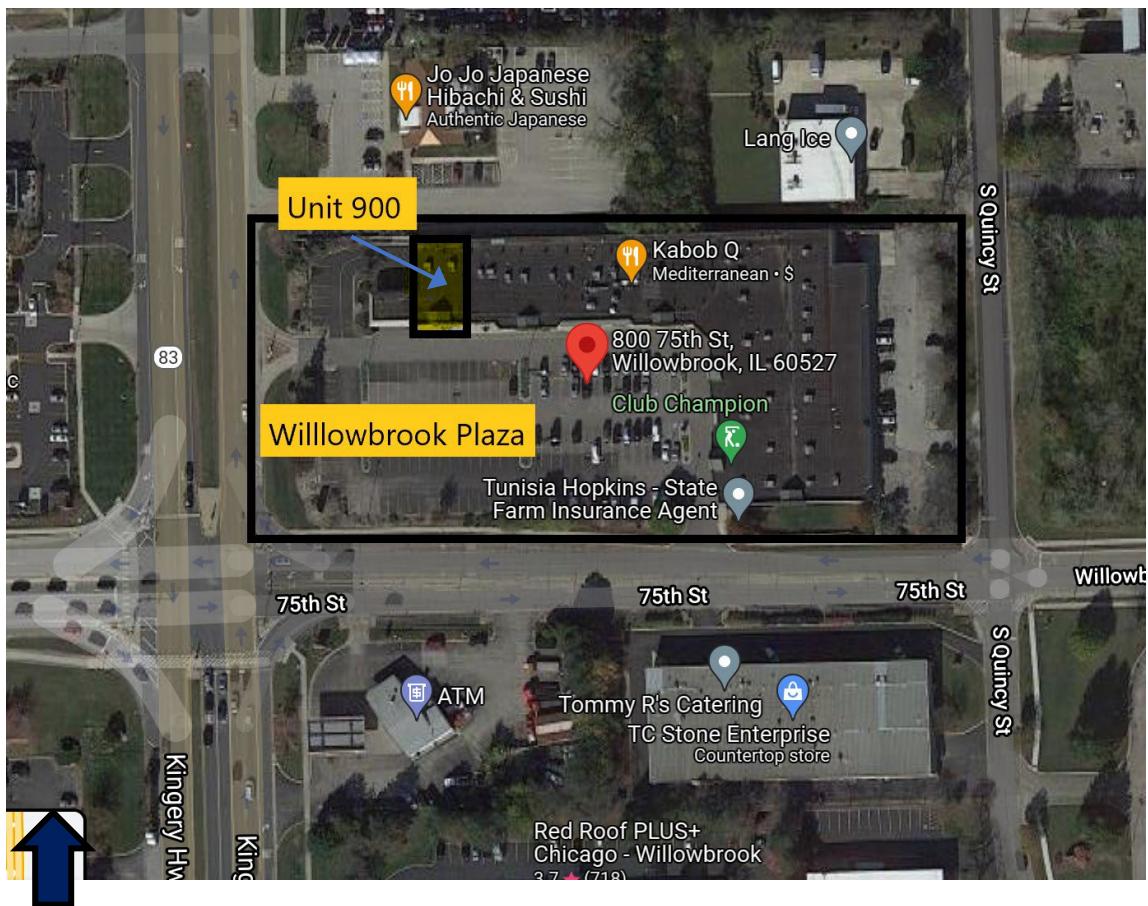
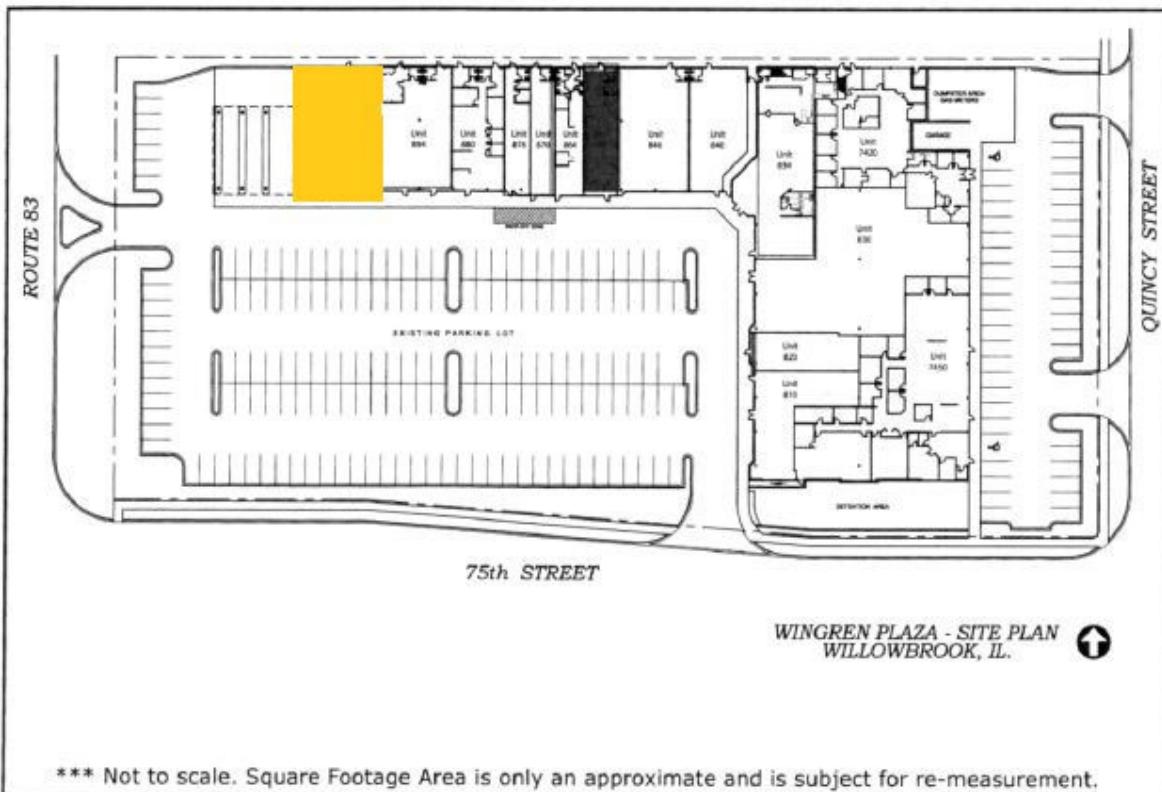


Exhibit 2 Subject Property Site Layout



Existing Streets and Circulation

Illinois Route 83/Kingery Highway is designated as a Regional Arterial and forms the western boundary of the site, with a required right-of-way width of 200 feet. A right-in/right-out access drive on IL Rt. 83 is located at the western edge of the shopping center property. The access drive provides one inbound lane and one outbound lane restricted to right-turn movements by the median on IL Rt. 83.

75th Street is designated as an Industrial Collector Street West of Route 83 and forms the southern boundary of the subject property, with a required right-of-way width of 100 feet. A full movement access drive is located at the eastern end of the main shopping center parking lot to/from 75th Street.

A 2018 traffic study by KLOA examined the projected impact of a 3,716 square foot restaurant use that was proposed to go into Willowbrook Plaza. The study found that overall, the traffic projected to be generated by the proposed development would increase the traffic traversing the IL Route 83/75th Street intersection by approximately one percent or less during the peak hours. The study also concluded that the three unsignalized intersections adjacent to Willowbrook Plaza would continue to have a Level of Service of "C" or better, with negligible impact from the proposed restaurant use.

Deliveries

Deliveries of products to the retail space are closely regulated by the Cannabis Regulation and Tax Act. Deliveries will take place in unmarked, secure vehicles by specially-trained transport companies. No deliveries of products from the retail business are allowed by the Cannabis Regulation and Tax Act.

Exhibit 3: Projected intersection Levels of Service after proposed restaurant use – 2018 KLOA Traffic Study

Table 5
CAPACITY ANALYSIS RESULTS
PROJECTED CONDITIONS – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour		Saturday Midday Peak Hour	
	LOS	Delay	LOS	Delay	LOS	Delay
Quincy Street & 75th Street¹						
• Overall	C	17.6	C	17.2	A	9.6
• Eastbound Approach	C	22.6	C	15.7	A	9.7
• Westbound Approach	B	11.3	C	16.8	A	9.8
• Northbound Approach	B	13.2	C	20.6	A	9.9
• Southbound Approach	B	10.7	B	12.7	A	9.0
Full Movement Access Drive & 75th Street²						
• Eastbound Left Turns	A	7.9	A	8.3	A	8.0
• Westbound Left Turns	A	8.3	A	7.8	—	—
• Northbound Approach	A	9.7	C	15.0	C	17.1
• Southbound Approach	B	10.5	B	14.8	B	11.1
II. Route 83 & Right-In/Right-Out Access Drive²						
• Westbound Approach	C	18.3	C	21.4	C	23.6

LOS = Level of Service

Delay is measured in seconds.

1 – All-Way Stop Sign Control

2 – One-Way Stop Sign Control

Parking

The proposed dispensary use requires 16 parking spaces for its 3,943 square-foot space. Willowbrook Plaza is approximately 49,000 square feet and currently provides 209 parking spaces.

The Village Zoning Ordinance [section 9-10-5 (K)] parking requirements for Shopping Centers are 4 parking spaces for each 1000 square feet of floor area OR the sum of the number of parking spaces for each individual use to be located in the shopping center, whichever is greater. The sum of the number of spaces for all tenants including the proposed dispensary use is estimated to be slightly lower (172 spaces) than the Shopping Center requirement of 199 spaces, so 199 spaces are required by Section 9-10-5(K).

Zoning Ordinance Section 9-10-5(H) allows for a ten percent (10%) reduction of the minimum off-street parking requirements upon recommendation of the Plan Commission and approval of the Village Board. That reduction was approved by the Village Board in Ordinance No. 89-O-52. As a result, 180 parking spaces (199 minus 19) are currently required for the shopping center.

The total number of parking spaces located in the west lot is 168 including 7 handicapped spaces. The heaviest usage was 51.8% (87) parking stalls occupied at 6:00 p.m. on Thursday, January 20, 2022, with 81 parking spaces available. Even though this use complies with our zoning code, staff will provide an update hourly parking usage to obtain actual parking availability.

Exhibit 4 Hourly Parking Availability

Willowbrook Plaza Parking Availability Front parking lot available spaces			
Thursday, January 20, 2022		Friday, January 21, 2022	
3:00 PM	90	7:00 AM	140
4:00 PM	83	8:00 AM	137
5:00 PM	97	9:00 AM	110
6:00 PM	81	10:00 AM	112
7:00 PM	123	11:00 AM	110
8:00 PM	138	*	*
9:00 PM	150		

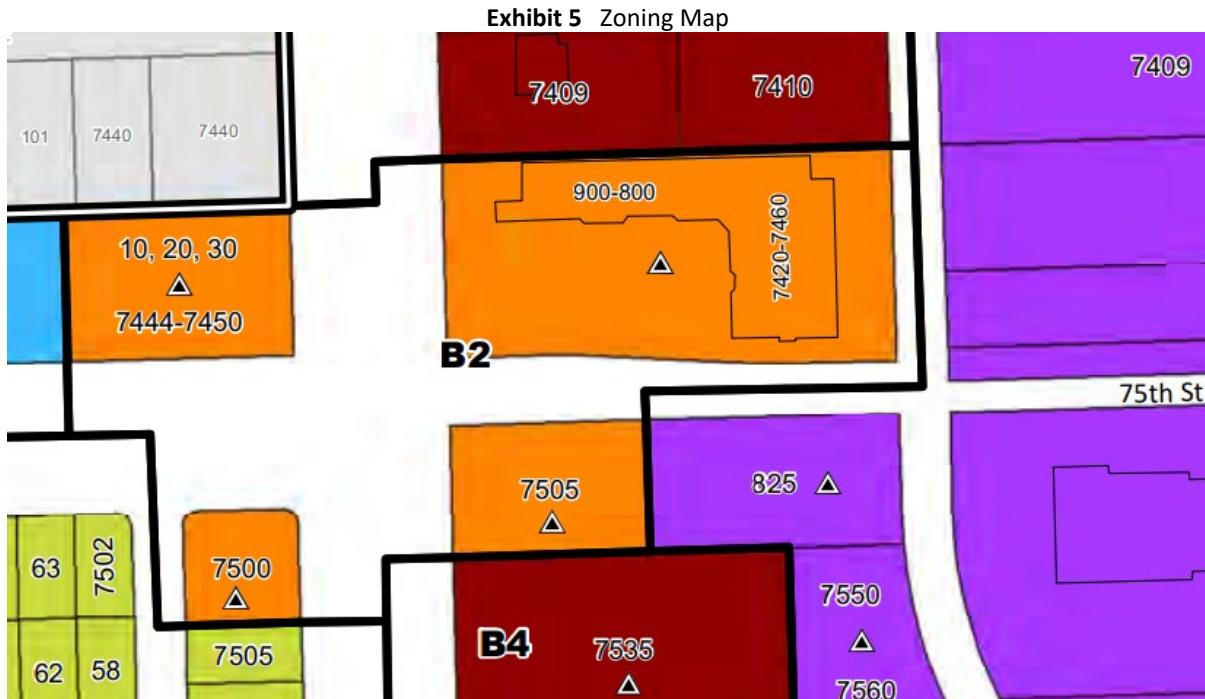
*12:00 PM to 9 PM – Will be supplied at Monday's meeting

Surrounding Zoning and Uses

Surrounding zoning and land uses are primarily business and commercial, reflecting their location along and near arterial streets. Community shopping and highway service businesses are appropriately located to provide for retail, service, and hospitality needs along major traffic corridors. Within Willowbrook Plaza, restaurant and personal service businesses dominate. Some land zoned for light manufacturing (M-1) also exists to the east and southeast of the shopping center. There are no schools or day care uses near the subject property. A small number of residentially-zoned parcels exist several hundred feet from the subject site, although they are effectively separated from the subject property by street rights-of-way.

Surrounding Land Use:

	Use	Zoning
North	Highway and Service Business (restaurant)	B-4
South	Community Shopping (gas station)	B-2
	Highway and Service Business (hotel)	B-4
East	Community Shopping (various uses within the Willowbrook Plaza)	B-2
	Vacant land	M-1
West	Community shopping (restaurant, retail, and urgent care clinic)	B-2



Overview of Development Proposal

Building Exterior

The new business will not require extensive changes to the building exterior. Signage will need to comply with State and local laws; no other exterior changes are being proposed. A conceptual view of the business' south (front) elevation appears below in Exhibit 6.

Exhibit 6 Conceptual exterior view from South

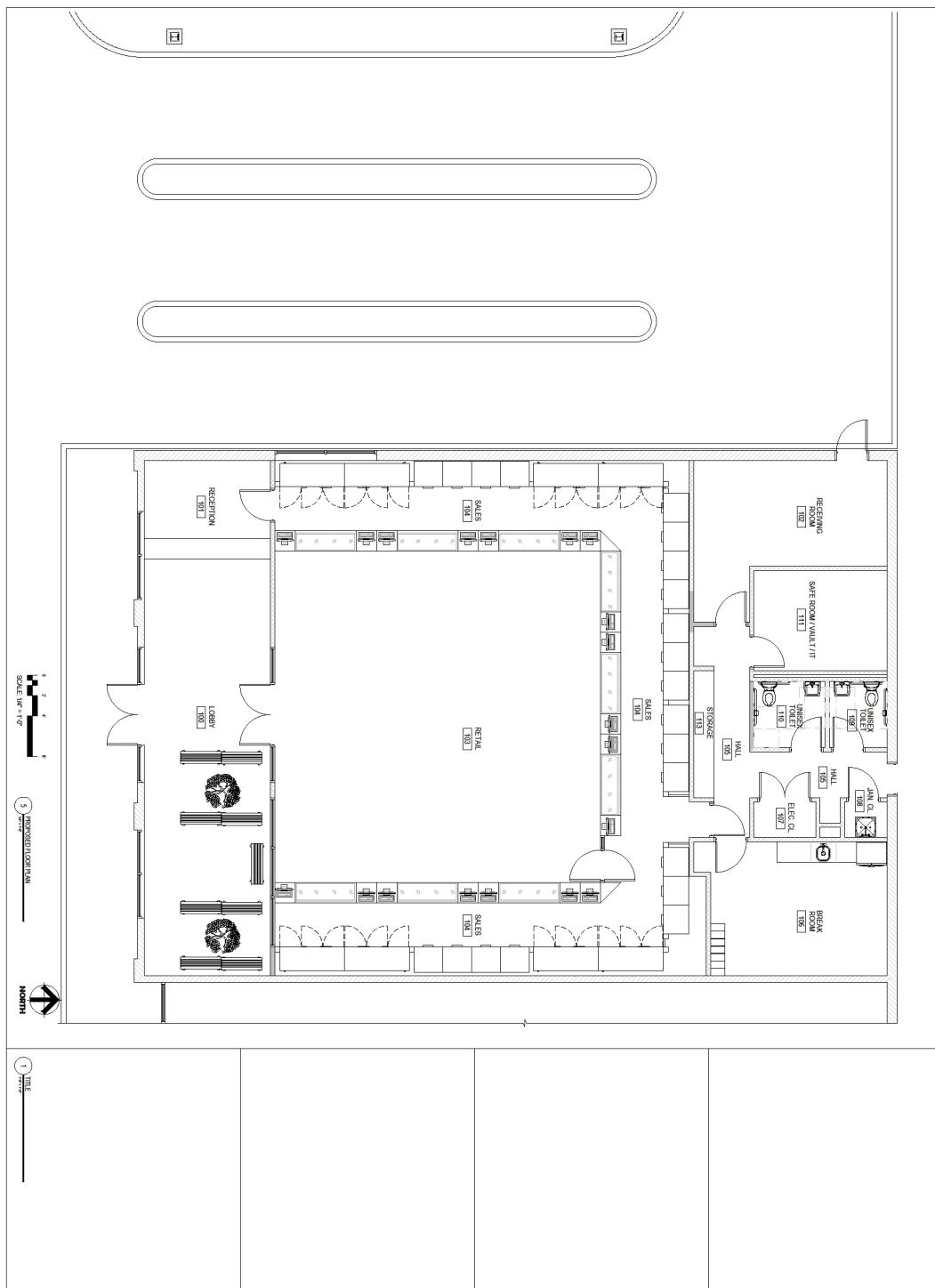


Building Interior

Tenant finish improvements will be made to modify the space for the dispensary use, as indicated in Exhibit 7. The building interior will be improved with a vestibule entrance, customer waiting area, sales floor, and sales counter. Employee only areas will include secure receiving and product fulfillment areas, vault, and employee break room. A carbon-filter ventilation system will be provided to control any cannabis odor.

The applicant has provided several photographs of existing dispensary interiors in Exhibit 8.

Exhibit 7 Floor Plan



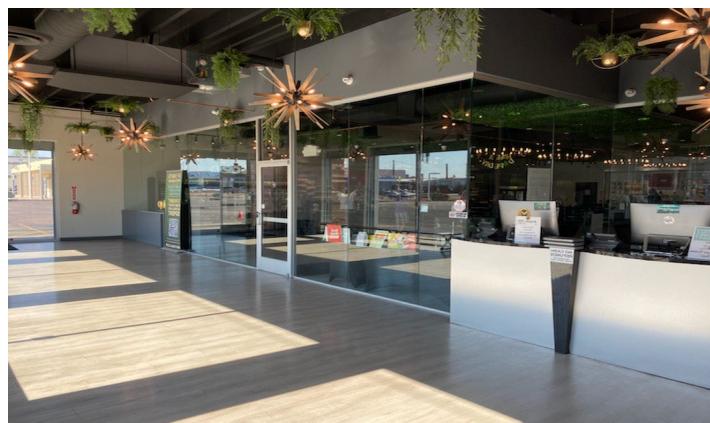
THE MINT DISPENSARY
WINGREN PLAZA, UNIT 101
ROUTE 83 AT 75th STREET
WILLOWBROOK, ILLINOIS



**MINT
CANNABIS**

		design: BDO
		street: 10
		block: BDO
		revision:
		100-000022
SHEET		
A100		
of		
PROJECT		
12/21/2021		

Exhibit 8 Examples of Other Mint Dispensary Interiors



Staff Analysis

Appropriateness of Use

The appropriateness of use is something that is considered with each special use. It evaluates the impacts of the use as it pertains to site improvements, but also whether there should be any operational considerations. In the case of dispensaries, the operational regulations set forth by the State of Illinois in the Cannabis Regulation and Tax Act are already in place. These include:

- Dispensaries may only operate between 6am and 10pm;
- There must be two employees working on the licensed premises during open hours;
- A dispensary cannot locate within 1,500 feet of another dispensary;
- Dispensary cannot deliver cannabis to customers;
- Dispensaries are prohibited from operating a “drive through” window;
- All dispensaries must store cannabis in a locked room on the premises.

The State of Illinois has the most stringent requirements in place for cannabis businesses. This retail use is expected to operate much as other retail uses in Willowbrook business districts. Nearby communities with dispensaries have not reported significant impacts on surrounding areas or Village services.

Standards for Special Use Permit

Section 9-14-5(B) of the Willowbrook Zoning Ordinance establishes seven (7) standards for a Special Use Permit that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the special use permit. The applicant's responses and Staff findings are provided in Attachment 4.

Plan Commission Public Hearing Summary

On January 12, 2022. The Plan Commission held a public hearing on the proposed special use. The hearing was held in person, but with an option for participants to attend virtually via Zoom. The applicant and applicant's counsel attended to present an overview of the proposed business and respond to questions and concerns. One letter was submitted by an existing Willowbrook Plaza tenant citing concerns about potential crime, parking, and cannabis odor. Another existing Willowbrook Plaza tenant stated that parking supply has been an issue at the shopping center, and the parking lot needs better lighting and more security cameras. Another tenant stated parking concerns and anti-cannabis views.

Five persons testified via Zoom. Their concerns included potential for increased crime, residents who disagree with cannabis use, and health impacts of cannabis.

Plan Commissioners' deliberation included questions about parking and lighting at the site, business operational requirements such as age for entry and prohibition of on-site consumption, and items for possible future discussion, such as drive-through service (if that becomes allowed by the State at some point).

Plan Commission Recommendation

Motion and Vote

The following motion was made by Vice Commissioner Kaucky and second by Vice Chairman Wagner:

Based on the submitted petition and testimony presented, I move that the Plan Commission forward its findings of Fact to the Mayor and Village Board for the special use as described in the Staff Report and Attachments prepared for the January 12, 2022 Plan Commission for PC 22-01 and recommend approval of the special use subject to the Recommended Conditions of Approval.

Roll Call Vote: AYES: Commissioners Baksay, Kanaverskis, Kaczmarek, Kaucky, Walec, Vice Chairman Wagner, and Chairman Kopp NAYS: None. The motion was declared carried.

Recommended Conditions of Approval

Based on plans submitted by the petitioner, Staff recommends the following conditions to be included in a motion for this case.

1. The special use shall comply with all statutory requirements of the Cannabis Regulation and Tax Act and that the operator of the cannabis business establishment provide a copy of the State-approved license and license application documentation required by the Act to the Planning and Development Department.
2. A separate sign permit shall be obtained for the proposed building signage, pursuant to the Village Code.

3. The special use permit for the proposed development shall be null and void if construction for the proposed use is not commenced within eighteen (18) months of the date of any approval of the special use by the Village Board.

Staff Recommendation

Staff recommend approval of the attached Ordinance to allow the special use for an adult-use cannabis dispensing organization.

Attachment 1
Notice of Public Hearing (2 pages)

**NOTICE OF PUBLIC HEARING
ZONING HEARING CASE NO. 22-01**

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, shall pursuant to 65 ILCS 5/11/13/14, conduct a public hearing at a meeting of the Plan Commission on the 12th of January, 2022 at the hour of 7:00 P.M. in the Willowbrook Police Department Training Room, 7760 S. Quincy Street, Willowbrook, IL 60527.

The Governor of the State of Illinois has declared a Gubernatorial Disaster Proclamation in response to the COVID-19 outbreak and all of the Village of Willowbrook is covered by the disaster area. In light of the ongoing COVID-19 outbreak, the Mayor of the Village of Willowbrook has determined that an in person meeting for the January 12, 2022, Plan Commission meeting may not be practical or prudent in light of the disaster.

All of the Members of the Plan Commission participating in the January 12, 2022 Plan Commission meeting, wherever their physical location, shall be verified and determined that they can hear one another and can hear all discussion and testimony during the meeting.

Signed: Frank A. Trilla, Mayor of the Village of Willowbrook
Dated: December 22, 2021

The Village will be providing an option to attend the January 12, 2022 Plan Commission meeting virtually. To join the Zoom Meeting, use the link below:

<https://us06web.zoom.us/j/89918353052>

Meeting ID: 899 1835 3052

The purpose of this public hearing shall be to consider a petition for a special use permit and other relief as may be required to allow an Adult-Use Cannabis Dispensing Organization to operate in Suite 900 in the Willowbrook/Wingren Plaza located on property legally described as follows:

LOT 1 IN WINGREN PLAZA SUBDIVISION, BEING A SUBDIVISION OF LOT 11 AND PART OF LOT 12 IN E. J. CHLUMSKY'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF WINGREN PLAZA SUBDIVISION RECORDED ON DECEMBER 5, 1989 AS DOCUMENT R89-L 52944, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-26-202-014
ADDRESS: 900 75TH STREET, WILLOWBROOK, IL

The applicant for this petition is Omar Fakhouri on behalf of Mint IL, LLC, 3816 South Harlem Avenue, Lyons, IL 60534, with permission from the property owner Willowbrook Plaza, LLC, c/o Property Solutions, 900 S. Frontage Road #100, Woodridge, IL 60517.

Copies of the application and related documentation are on file in the office of the Planner, Village of Willowbrook, 835 Midway, Willowbrook, Illinois, and are available for public inspection.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Brian Pabst, ADA Compliance Officer, Village of Willowbrook, 835 Midway, Willowbrook, IL 60527, or call (630) 920-2261, Monday through Friday, between 8:30 A.M. and 4:30 P.M., within a reasonable time before the meeting. Requests for sign language interpreters should be made a minimum of five working days in advance of the meeting.

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

Brian Pabst, Village Administrator
(630)-920-2261

Published in the December 28, 2021 edition of the Chicago *Sun-Times*.

Attachment 2
Certificate of Publication

VILLAGE OF WILLOWSBROOK
NOTICE OF PUBLIC HEARING ZONING HEARING CASE NO. 2
ADDRESS NUMBER: 0001137436-01
PO NUMBER: 90078TH STREET
AMOUNT: \$10.00
NO OF AFFIDAVITS: 1

**Chicago Sun-Times
Certificate of Publication**

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/2.01 et seq. P.B. 1674, P725 Iss 1, EFF. July 1, 1974. Amended by Laws 1968, P1484, EFF. July 17, 1968. Formerly IL Rev. Stat. 1991, CH100, P1.

Note: Notice appears in the following checked positions.

PUBLICATION DATE(S): 12/24/2021

Chicago Sun-Times

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

By



Robin Munoz

Manager | Recruitment & Legal

Thirty 30th Day of December 2021 A.D.

VILLAGE OF WILLOWSBROOK
7700 S QUINCY ST
WILLOWSBROOK, IL 60527-5532

Attachment 3
Legal Description

Lot I in Wingren Plaza Subdivision, being a Subdivision of Lot 11 and part of Lot 12 in E. J. Chlumsky's Subdivision of part of the West 1/2 of the Northeast 1/4 of Section 26, Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat of Wingren Plaza Subdivision recorded on December 5, 1989 as Document R89-I 52944, in DuPage County, Illinois.

PIN:
09-26-202-014

Attachment 4
Special Use Standards and Findings for PC 22-01:
Special Use for an Adult-Use Cannabis Dispensary at 900 75th Street

9-14-5(B): Standards for Special Use

The Plan Commission shall not recommend and the Board of Trustees shall not grant a Special Use Permit from the regulation of this title unless affirmative findings of fact shall be made as to all of the standards hereinafter set forth, which findings of fact shall be based upon evidence adduced upon the hearing held thereon, that:

(A) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Applicant Finding: The establishment is licensed by the State of Illinois. To obtain a cannabis dispensary license, the site and its owner must have and operate with strict security guidelines and procedures set forth in the Cannabis Regulation and Tax Act. These include, but are not limited to security cameras, motion detectors, alarm system and physical security.

Staff Finding: A list of Business and Operational Rules in the Cannabis Regulation and Tax Act limits business hours, delivery areas, and signage; and requires adequate personnel at all times. Similar businesses are operating throughout the state without endangering the public health, safety, morals, comfort or general welfare.

(B) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

Applicant Finding: The special use is consistent with the surrounding vicinity in that it is a commercial business which is like the adjacent uses. Additionally, customers typically spend less than 15 minutes on site and are not allowed to consume any cannabis on the property. A typical transaction will include parking, walking into the establishment, get ID credentials validated, make a purchase, and exit with the purchase in a sealed bag to their car where they would leave the premises.

Staff Finding: The special use is expected to be operated in much the same manner as any other retail use, except that there is strict regulation imposed by State law. The applicant has extensive experience with successful operation of cannabis dispensaries in several states. There can be no deliveries or on-site consumption, and the business must close by 10:00 p.m.

(C) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Applicant Finding: The Cannabis Dispensary, we feel strongly, will be an asset to the community and anticipate that it may encourage other business and development to the area. The location we have selected in fact is in a suite that has been vacant for an extended period of time and will now be the site of a long term business.

Staff Finding: The special use will be conducted within its storefront with no anticipated impacts to surrounding properties.

(D) That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.

Applicant Finding: Yes. The property has the necessary utilities / facilities.

Staff Finding: The site has been and will continue to be serviced by all necessary utilities, infrastructure, and drainage facilities which are and will be adequate for the proposed use.

(E) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Applicant Finding: The property is currently a strip mall / commercial plaza with adequate ingress / egress to meet the needs of the facility and surrounding uses. This includes access from 75th Street and Route 83 (Kingery Highway).

Staff Finding: Adequate ingress and egress for the site has been provided.

(F) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

Applicant Finding: The property meets all local rules & regulations for a commercial business / cannabis dispensary.

Staff Finding: The special use shall in all other respects conform to the applicable regulations of the district in which it is located. No variations from Village ordinances are being requested.

(G) Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site. (Ord. 97-O-05, 1-27-1997).

Applicant Finding: There has been no denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.

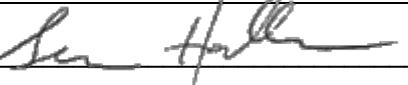
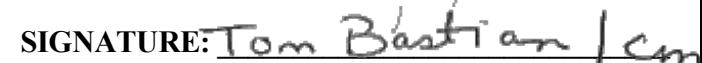
Staff Finding: There has been no denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.

VILLAGE OF WILLOWBROOK

VILLAGE BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: RESOLUTIONS RELATED TO HEALTH INSURANCE	AGENDA NO. 10. AGENDA DATE: 1/24/2022
a. A RESOLUTION DIRECTING THE VILLAGE ADMINISTRATOR TO PROVIDE AND SERVE WRITTEN NOTICE TO THE CHAIRMAN OF THE INTERGOVERNMENTAL PERSONNEL BENEFITS COOPERATIVE (“IPBC”) AND THE MEMBERS OF THE SOUTH CENTRAL DUPAGE COUNTY BENEFIT POOL (“SCDCBP”) OF THE VILLAGE’S INTENTION TO WITHDRAW FROM IBPC MEMBERSHIP (ADOPT) b. A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN ADOPTION AGREEMENT BETWEEN GOVERNMENTAL INSURANCE NETWORK (“GIN”) AND THE VILLAGE OF WILLOWBROOK, ILLINOIS AND TO ACKNOWLEDGE THE GIN INTERGOVERNMENTAL AGREEMENT AND GIN BY-LAWS (ADOPT)	

STAFF REVIEW: Sean Halloran, Asst. Village Administrator	SIGNATURE: 
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: 
RECOMMENDED BY: Brian Pabst, Village Administrator	SIGNATURE: 
REVIEWED & APPROVED BY COMMITTEE:	YES <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

Since July 2021, staff has presented different cost options regarding the Village’s health insurance through the Intergovernmental Personnel Benefit Coop (IPBC). Throughout this time, the Board has asked for basic information regarding a PPO option with IPBC and to offer different alternatives to the HMO option that has been provided to staff for several years. At the September 13, 2021 Board meeting, the Board requested staff to provide more information for the PPO.

While staff has received more communication from IPBC regarding the benefits provided in the PPO options, staff has researched alternatives to IPBC, including going on its own with a health insurance broker and joining another co-op for health insurance.

At the November 8, 2021 Committee of the Whole meeting, staff provided information about the Government Insurance Network (GIN). GIN is a co-op that was founded in 2018 by the Village of Westmont, City of Elmhurst, Village of Frankfort, Village of Lemont, Village of New Lenox, Village of Romeoville and Village of Shorewood. Four of the founding members were a part of IPBC prior to creating GIN. The Government Insurance Network offers six plans for all members:

- 2 HMO plans
- 2 PPO plans
- 2 HSA plans

After the information was presented by staff and representatives from GIN, the Board provided positive feedback regarding the costs, additional benefits and outsourced benefit consultant. The direction from the Trustees included moving forward with GIN by the end of February and to continue to research alternatives.

Since the November 8, 2021 Committee of the Whole meeting, staff has met with additional insurance brokers, including Snyder Insurance of Westmont and IPBC to obtain costs and services similar to GIN. After a thorough analysis, staff is recommending GIN. Below is an analysis of the HMO and PPO's provided by all insurance providers.

Below is an average increase/decrease between GIN, IPBC, and Snyder Insurance:

HMO

Description	GIN – HMO – IL	GIN – Blue Advantage HMO
Avg. Increase/Decrease from IPBC	7% average increase across all premiums	5% average increase across all premiums

Description	GIN – HMO – IL	GIN – Blue Advantage HMO
Avg. Increase/Decrease from Snyder Insurance	-13% average decrease across all premiums	-15% average decrease across all premiums

PPO

Description	GIN – PPO – 300
*Avg. Increase/Decrease from IPBC	8% average increase across all premiums

**The Individual deductible in GIN is \$300 compared to \$1,000 in IPBC.
The Family deductible in GIN is \$900 compared to \$2,000 in IPBC.*

Description	GIN – PPO – 750
*Avg. Increase/Decrease from IPBC	1% average increase across all premiums

**The Individual deductible in GIN is \$750 compared to \$1,500 in IPBC.
The Family deductible in GIN is \$1,500 compared to \$3,000 in IPBC.*

Description	GIN – PPO – 750
*Avg. Increase/Decrease from Snyder Insurance	-22% average decrease across all premiums

Please keep in mind that Snyder Insurance and IPBC can offer several different types of PPO's or HMO's based on the direction provided by the Board. The determining factor to move forward with GIN besides the flexibility and costs is the outsourced benefit consultant that is paid through the premium. In the fiscal year 2021-2022, the contact for benefit-related questions was the Finance Director. If approved, all employees and retirees would contact GIN directly for any benefit-related issues or questions. While Snyder Insurance has a similar model, GIN uses a combination of brokers and other municipalities to deliver high-quality services. This option provides stability and expertise to a technical and sensitive issue relating to internal services.

If the Board was interested in joining GIN, the Village would have to terminate the agreement with IPBC. Following the termination of the agreement with IPBC, the Board would have to approve an Intergovernmental Agreement (IGA) with GIN to join their co-op. The earliest start date for GIN is July 1, 2022.

PROPOSED ACTION: Adopt the Resolutions

ATTACHMENT 1

BELOW ARE THE OPTIONS FOR MEDICAL:

1. HMO (IPBC & GOVERNMENT INSURANCE NETWORK)

IPBC - Current HMO	
	In Network
Ind. Deductible	\$ -
Family Deductible	\$ -
Individual Out of Pocket Maximum (includes deduction)	\$ 1,500.00
Family out of Pocket Maximum (includes deductible)	\$ 3,000.00
Coinurance Percentage	100%
Office Visit Co-pay	\$ 20.00
Specialist Co-pay	\$ 20.00
Preventative	\$ 20.00
ER Co-pay	\$75 co-pay then 100%
RX OPX	\$5,650/\$11,300
Tier 1	\$ 10.00
Tier 2	\$ 15.00
Tier 3	\$ 30.00
Tier 4	\$ 15.00
Monthly Premium Cost	1 x co-pay for 90 day supply
Single	\$ 604.25
E+Spouse	\$ 1,268.92
E+Children	\$ 1,148.07
Family	\$ 2,000.15

Government Insurance Network (GIN) - HMO IL	
	In Network
Ind. Deductible	\$ -
Family Deductible	\$ -
Individual Out of Pocket Maximum (includes deduction)	\$ 1,500.00
Family out of Pocket Maximum (includes deductible)	\$ 3,000.00
Coinurance Percentage	100%
Office Visit Co-pay	\$ 20.00
Specialist Co-pay	\$ 20.00
Preventative	\$ 20.00
ER Co-pay	\$75 co-pay then 100%
RX OPX	\$1,000/\$2,000
Tier 1	\$ 10.00
Tier 2	\$ 20.00
Tier 3	\$ 35.00
Tier 4	\$ 35.00
Monthly Premium Cost	1 x co-pay for 90 day supply
Single	\$ 701.00
E+Spouse	\$ 1,442.00
E+Children	\$ 1,246.00
Family	\$ 1,978.00

IPBC - Current HMO	
	In Network
Ind. Deductible	\$ -
Family Deductible	\$ -
Individual Out of Pocket Maximum (includes deduction)	\$ 1,500.00
Family out of Pocket Maximum (includes deductible)	\$ 3,000.00
Coinurance Percentage	100%
Office Visit Co-pay	\$ 20.00
Specialist Co-pay	\$ 20.00
Preventative	\$ 20.00
ER Co-pay	\$75 co-pay then 100%
RX OPX	\$5,650/\$11,300
Tier 1	\$ 10.00
Tier 2	\$ 15.00
Tier 3	\$ 30.00
Tier 4	\$ 15.00
Monthly Premium Cost	1 x co-pay for 90 day supply
Single	\$ 604.25
E+Spouse	\$ 1,268.92
E+Children	\$ 1,148.07
Family	\$ 2,000.15

Government Insurance Network (GIN) - BA HMO	
	In Network
Ind. Deductible	\$ -
Family Deductible	\$ -
Individual Out of Pocket Maximum (includes deduction)	\$ 1,500.00
Family out of Pocket Maximum (includes deductible)	\$ 3,000.00
Coinurance Percentage	100%
Office Visit Co-pay	\$ 20.00
Specialist Co-pay	\$ 20.00
Preventative	\$ 20.00
ER Co-pay	\$75 co-pay then 100%
RX OPX	\$1,000/\$2,000
Tier 1	\$ 10.00
Tier 2	\$ 20.00
Tier 3	\$ 35.00
Tier 4	\$ 35.00
Monthly Premium Cost	1 x co-pay for 90 day supply
Single	\$ 690.00
E+Spouse	\$ 1,411.00
E+Children	\$ 1,214.00
Family	\$ 1,947.00

Snyder Insurance HMO

Blue Advantage HMO

100%

\$0 / \$0

\$3,000 / \$6,000

\$40 Copay

\$60 copay*

\$40 Primary, \$60 Specialist

\$350 copay per visit; waived if admitted

\$250 copay per visit

\$500 copay per day, up to 3 days

Yes

N/A

N/A

N/A

Included with medical

\$0 / \$10 / \$35 / \$75 / \$150 / \$250

N/A

\$0 / \$20 / \$70 / \$150

Enrolled	MIBAV2110
17	\$700.67
8	\$1,542.27
6	\$1,550.39
14	\$2,391.98

2. PPO – IPBC & Snyder Insurance

	IPBC - PPO - Benchmark - Embedded Deductible		
	In Network		Out of Network
Ind. Deductible	\$ 1,000.00	\$ 2,000.00	
Family Deductible	\$ 2,000.00	\$ 4,000.00	
Individual Out of Pocket Maximum (includes deductible)	\$ 2,000.00	\$ 4,000.00	
Family out of Pocket Maximum (includes deductible)	\$ 4,000.00	\$ 8,000.00	
Coinsurance Percentage	90%	70%	
Office Visit Co-pay	\$ 20.00	Deductible and coinsurance	
Specialist Co-pay	\$ 35.00	Deductible and coinsurance	
Preventative			
ER Co-pay	\$ 125 (waived if admitted)		
RX OPX			
Tier 1	\$ 10.00	Deductible and coinsurance	
Tier 2	\$ 30.00	Deductible and coinsurance	
Tier 3	\$ 50.00	Deductible and coinsurance	
Tier 4	\$ 50.00	Deductible and coinsurance	
Monthly Premium Cost			
Single		\$ 717.13	
E+Spouse		\$ 1,505.96	
E+Children		\$ 1,362.54	
Family		\$ 2,373.79	

	IPBC - PPO - \$1,500		
	In Network		Out of Network
Ind. Deductible	\$ 1,500.00	\$ 3,000.00	
Family Deductible	\$ 3,000.00	\$ 6,000.00	
Individual Out of Pocket Maximum (includes deduction)	\$ 3,000.00	\$ 6,000.00	
Family out of Pocket Maximum (includes deductible)	\$ 6,000.00	\$ 12,000.00	
Coinsurance Percentage	90%	70%	
Office Visit Co-pay	\$ 20.00	Deductible and coinsurance	
Specialist Co-pay	\$ 40.00	Deductible and coinsurance	
Preventative			
ER Co-pay			
RX OPX			
Tier 1	\$ 10.00	Deductible and coinsurance	
Tier 2	\$ 25.00	Deductible and coinsurance	
Tier 3	\$ 50.00	Deductible and coinsurance	
Tier 4	\$ 50.00	Deductible and coinsurance	
Monthly Premium Cost			
Single		\$ 665.35	
E+Spouse		\$ 1,397.23	
E+Children		\$ 1,264.17	
Family		\$ 2,202.41	

MIBCO2040		
<u>Blue Choice</u>	Blue PPO	
90%	70%	
\$1,500 / \$4,500	\$3,500 / \$10,200	
\$3,000 / \$9,000	\$5,500 / \$10,200	
\$30 Copay	\$50 Copay	
\$500 Copay	\$100 Copay	
	\$75 copay	
	\$400 copay per visit plus 10% coinsurance; copay waived if admitted	
	\$200 copay per visit plus 10% coins after ded	\$400 copay per visit plus 30% coins after ded
	\$250 copay per visit plus 10% coins after ded	\$500 copay per visit plus 30% coins after ded
	No	
	50%	
	\$7,000 / \$21,000	
	\$16,500 / \$30,600	
	Included with medical	
	\$0 / \$10 / \$35 / \$75 / \$150 / \$250	
	\$10 / \$20 / \$55 / \$95 / \$150 / \$250	
	\$0 / \$20 / \$70 / \$150	
Enrolled MIBCO2040		
17	\$774.35	
8	\$1,704.43	
6	\$1,713.40	
14	\$2,643.47	

3. - PPO – GOVERNMENT INSURANCE NETWORK

	GIN - PPO 750 - Embedded Deductible		
	In Network	Out of Network	
Ind. Deductible	\$ 750.00	\$ 300.00	
Family Deductible	\$ 1,500.00	\$ 900.00	
Individual Out of Pocket Maximum (includes deduction)	\$ 2,750.00	\$ 1,300.00	
Family out of Pocket Maximum (includes deductible)	\$ 5,500.00	\$ 3,900.00	
Coinsurance Percentage	80%	70%	
Office Visit Co-pay	\$ 30.00	70% after deduction	
Specialist Co-pay	\$ 30.00	70% after deduction	
Preventative	100%	100%	
ER Co-pay	80% after deductible	\$ 100 co-pay then 100%	
RX OPX	\$ 2,000/\$4,000	\$ 2,000/\$6,000	
Tier 1	\$ 10.00	\$ 10 + 25%	
Tier 2	\$ 25.00	\$ 10 + 25%	
Tier 3	\$ 50.00	\$ 10 + 25%	
Tier 4	\$ 75.00	\$ 10 + 25%	
Monthly Premium Cost	1 x co-pay for 90 day supply		
Single	\$ 720.00		
E+Spouse	\$ 1,470.00		
E+Children	\$ 1,270.00		
Family	\$ 2,020.00		

	GIN - PPO 300 - Embedded Deductible		
	In Network	Out of Network	
Ind. Deductible	\$ 300.00	\$ 300.00	
Family Deductible	\$ 900.00	\$ 900.00	
Individual Out of Pocket Maximum (includes deduction)	\$ 1,300.00	\$ 1,300.00	
Family out of Pocket Maximum (includes deductible)	\$ 3,900.00	\$ 3,900.00	
Coinsurance Percentage	90%	70%	
Office Visit Co-pay	\$ 20.00	70% after deduction	
Specialist Co-pay	\$ 20.00	70% after deduction	
Preventative	100%	100%	
ER Co-pay	\$ 100 co-pay then 100%	\$ 100 co-pay then 100%	
RX OPX	\$ 2,000/\$6,000	\$ 2,000/\$6,000	
Tier 1	\$ 10.00	\$ 10 + 25%	
Tier 2	\$ 20.00	\$ 25 + 25%	
Tier 3	\$ 45.00	\$ 50 + 50%	
Tier 4	\$ 45.00	\$ 75 + 25%	
Monthly Premium Cost	1 x co-pay for 90 day supply		
Single	\$ 820.00		
E+Spouse	\$ 1,700.00		
E+Children	\$ 1,460.00		
Family	\$ 2,330.00		

GIN Benefits:

- All PPO plans use the broadest BCBS network with access in all 50 states.
- BCBS also has a small group of international providers should a member be traveling abroad.

4. HSA – GOVERNMENT INSURANCE NETWORK

GIN - \$2,800 HDHP PPO - HSA Eligible - Embedded Deductible			
In Network		Out of Network	
\$ 2,800.00	\$ 5,200.00		
\$ 5,600.00	\$ 11,200.00		
\$ 2,800.00	\$ 11,400.00		
\$ 5,600.00	\$ 22,400.00		
100%	80%		
100% after deduction	80% after deduction		
100% after deduction	80% after deduction		
100%	100%		
100% after deduction	100% after deduction		
N/A	N/A		
100% after deduction	80% after deduction		
100% after deduction	80% after deduction		
100% after deduction	80% after deduction		
N/A	N/A		
\$ 680.00			
\$ 1,390.00			
\$ 1,200.00			
\$ 1,910.00			

GIN - \$3,500 HDHP PPO - HSA Eligible - Embedded Deductible			
In Network		Out of Network	
\$ 3,500.00	\$ 3,500.00		
\$ 6,850.00	\$ 6,850.00		
\$ 3,500.00	\$ 5,800.00		
\$ 6,850.00	\$ 6,850.00		
100%	80%		
100% after deduction	80% after deduction		
100% after deduction	80% after deduction		
100%	100%		
100% after deduction	100% after deduction		
N/A	N/A		
100% after deduction	80% after deduction		
100% after deduction	80% after deduction		
100% after deduction	80% after deduction		
N/A	N/A		
\$ 650.00			
\$ 1,330.00			
\$ 1,150.00			
\$ 1,830.00			

BELOW ARE THE OPTIONS FOR DENTAL:

IPBC			
Plan Design	In-Network	Premier	Out of Network
Calendar Year Maximum	\$ 2,000	\$ 2,000	\$ 2,000
Single Deductible	\$ 50	\$ 50	\$ 50
Family Deductible	\$ 150	\$ 150	\$ 150
preventive	100%	100%	100%
Basic	80%	80%	80%
Major	50%	50%	50%
Orthodontia	50%	50%	50%
Orthodontia Lifetime	\$ 2,000	\$ 2,000	\$ 2,000
Monthly Premium Cost			
Single Deductible	\$ 36.31	-	\$ 472.03
E+Spouse	\$ 72.62	-	\$ 217.86
E+ Children	\$ 91.44	-	\$ 548.64
Family	\$ 125.27	-	\$ 1,753.78

Government Insurers Network (GIN)		
\$1,000 PPO		
Core		
Plan Design	In-Network	Out of Network
Calendar Year Maximum	\$ 1,000	\$ 1,000
Single Deductible	\$ 50	\$ 50
Family Deductible	\$ 150	\$ 150
preventive	100%	100%
Basic	80%	80%
Major	50%	50%
Orthodontia	50%	50%
Orthodontia Lifetime	\$ 1,000	\$ 1,000
Monthly Premium Cost		
Single Deductible	\$ 40.00	
E+Spouse	\$ 70.00	
E+ Children	\$ 71.00	
Family	\$ 104.00	

Government Insurers Network (GIN)		
\$1,500 PPO		
Low		
Plan Design	In-Network	Out of Network
Calendar Year Maximum	\$ 1,500	\$ 1,500.00
Single Deductible	\$ 50	\$ 50.00
Family Deductible	\$ 150	\$ 150.00
preventive	100%	100%
Basic	80%	80%
Major	50%	50%
Orthodontia	50%	50%
Orthodontia Lifetime	\$ 1,500	\$ 1,500
Monthly Premium Cost		
Single Deductible	\$ 52.00	
E+Spouse	\$ 91.00	
E+ Children	\$ 92.00	
Family	\$ 134.00	

Government Insurers Network (GIN)		
\$2,000 PPO		
High		
Plan Design	In-Network	Out of Network
Calendar Year Maximum	\$ 2,000	\$ 2,000
Single Deductible	\$ 50	\$ 50
Family Deductible	\$ 150	\$ 150
preventive	100%	100%
Basic	100%	80%
Major	80%	50%
Orthodontia	50%	50%
Orthodontia Lifetime	\$ 2,000	\$ 2,000
Monthly Premium Cost		
Single Deductible	\$ 61.00	
E+Spouse	\$ 108.00	
E+ Children	\$ 110.00	
Family	\$ 160.00	

BELOW ARE THE OPTIONS FOR VISION:

Government Insurance Network

Vision		VSP	
Service & Copays		VSP Choice	
Frequency		In Network	Out Network
Eye Exam Copay		\$10 Copay	Up to \$45
Materials Copay		\$25 Copay	Allowance Varies
Lenses		Every 12 months	
Frames		Every 24 months	
Contact Lenses		12 months (in lieu of lenses)	
Benefits			
Single Vision Lenses		\$25 Copay	Up to \$30
Bifocal Lenses		\$25 Copay	Up to \$50
Trifocal Lenses		\$25 Copay	Up to \$65
Frames		\$130 Allowance + 20% Off Balance	Up to \$70
Elective Contact Lenses		\$130 Allowance + 15% off balance	1 x copay for 90 day supply
Necessary Contact Lenses		Covered in full	Up to \$210
Employee		\$5.77	
	Employee + Spouse	\$11.01	
	Employee + Child(ren)	\$11.69	
	Family	\$17.18	

RESOLUTION NO. 22-R-_____**A RESOLUTION DIRECTING THE VILLAGE ADMINISTRATOR TO PROVIDE AND SERVE WRITTEN NOTICE TO THE CHAIRMAN OF THE INTERGOVERNMENTAL PERSONNEL BENEFITS COOPERATIVE (“IPBC”) AND THE MEMBERS OF THE SOUTH CENTRAL DUPAGE COUNTY BENEFIT POOL (“SCDCBP”) OF THE VILLAGE’S INTENTION TO WITHDRAW FROM IBPC MEMBERSHIP**

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Administrator of the Village of Willowbrook is hereby directed to serve, in a timely manner, written notice upon all members of the South Central DuPage County Benefit Pool (“SCDCBP”), and also to the IPBC Chairman, of the Village of Willowbrook’s intent to withdraw its membership in SCDCBP, effective immediately. Such notice shall be served no later than one hundred twenty (120) days prior to the commencement of the next fiscal year of IPBC.

PASSED and APPROVED this 24th day of January, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

RESOLUTION NO. 22-R - _____

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION
OF AN ADOPTION AGREEMENT BETWEEN
GOVERNMENTAL INSURANCE NETWORK (“GIN”)
AND THE VILLAGE OF WILLOWBROOK, ILLINOIS AND TO
ACKNOWLEDGE THE GIN INTERGOVERNMENTAL AGREEMENT
AND GIN BY-LAWS**

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

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

WHEREAS, the Village desires to acknowledge that certain GIN Intergovernmental Agreement and acknowledge the GIN By-Laws; and

WHEREAS, the Village desires to approve a certain Governmental Insurance Network Adoption Agreement between the Village of Willowbrook and the Governmental Insurance Network (“GIN”).

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

Section 1: The Village of Willowbrook acknowledges that certain Intergovernmental Agreement (“IGA”) to Establish Government Insurance Network attached hereto as Exhibit “A”.

Section 2: The Village Mayor is hereby authorized and directed to execute, on behalf of the Village, and the Village Clerk is hereby authorized and directed to attest to that certain Adoption Agreement, substantially in the form attached hereto as Exhibit “B”, which Adoption Agreement is hereby approved.

Section 3: The Village hereby acknowledges those GIN Intergovernmental By-Laws attached hereto on Exhibit “C”.

Section 4: The Village hereby appoints its Assistant Village Administrator, Sean Halloran, as its designated representative.

Section 5: This Resolution shall be in full force and effect upon its passage, approval and publication in accordance with law.

PASSED and APPROVED this 24th day of January, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

Intergovernmental Agreement to Establish Government Insurance Network

This Agreement to establish the Government Insurance Network Agreement (the “Agreement”) is made May 15, 2018 by and among the units of local government that are listed on Appendix A, attached hereto and expressly incorporated, herein, each of which may hereafter be referred to as “Member” and which, collectively, may be referred to hereinafter as “Members.” Appendix A lists the names and address of the Members that are parties as of the Effective Date and may be amended from time to time as new Members join or as Members withdraw. This Agreement supersedes any prior written or oral agreement. This agreement is effective upon the full approval and execution of this Agreement by the City of Elmhurst, Village of Frankfort, Village of Lemont, Village of New Lenox, Village of Romeoville, Village of Shorewood, and the Village of Westmont (“Effective Date”).

WITNESSETH

WHEREAS, the Illinois Constitution of 1970, Art, §10 and Intergovernmental Cooperation Act (5 ILCS § 220/1 et seq.) provide that units of local government may contract or otherwise associate among themselves to obtain or share services or to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance. Units of local government may contract and otherwise associate with individuals, associations, and corporations in any matter not prohibited by law or ordinance; and,

WHEREAS, the Intergovernmental Cooperation Act specifically provides that an intergovernmental contract may, among other undertakings, authorize public agencies to jointly self-insure and authorize each public agency member of the contract to utilize its funds to pay to a joint insurance pool its costs and reserves to protect, wholly or partially, itself or any public agency member of the contract against liability or loss in the designated insurable area (5 ILCS 220/6); and,

WHEREAS, the Members have undertaken a series of studies to determine the feasibility of entering into an Intergovernmental Benefits Cooperative for the purpose of administering some or all of the personnel benefits programs offered by its Member units of local government to their respective officers and employees and have concluded that the creation of such a cooperative is financially and administratively feasible; and,

WHEREAS, the Members desire to establish a cooperative for funding and administering insurance benefit programs including, but not limited to, health, life, dental, and vision; and,

WHEREAS, the Members desire to create an intergovernmental joint insurance pool hereby designated as Governmental Insurance Network, hereinafter referred to as “GIN”; and,

WHEREAS, the Members, by this Agreement, are desirous of establishing their mutual rights and obligations with respect to their membership in GIN; and,

THEREFORE, in consideration of the foregoing recitals and of the mutual covenants, promises, and obligations contained hereinafter, the adequacy and sufficiency of which the parties hereby stipulate, the Members covenant, promise, and agree as follows:

ARTICLE I

ESTABLISH OF THE GOVERNMENT INSURANCE NETWORK

1.1 PREAMBLE- The recitals set forth in the foregoing preamble are specifically incorporated into and made a part of this Agreement, as though fully set forth in this Section 1.1

1.2 NAME- The Members hereby establish a benefit Network as authorized by the provisions of the Constitution of Illinois and the Illinois Intergovernmental Cooperation Act, which shall be known as the Government Insurance Network (the “Network” or “GIN”).

1.3 PURPOSE – The purpose of the Network is to create a joint insurance pool to administer and provide certain benefits including, but not limited to, health, life, , dental, and vision for the Members’ eligible employees, employees’ dependents, and retirees and the officers and employees of other governmental entities and the quasi-governmental, and non-profit public service entities with which some or all Members have separately arranged to list (“Listed Entities”), and the Board of Directors has approved, as if such officers and employees were employed by the Member pursuant to a group plan (“The Plan”). Each Member remains individually responsible for any and all benefit programs that are not a part of any Network Plan.

The Network is not intended to transact insurance business within the State of Illinois. The intent of the parties is to separately establish benefit programs and to utilize the Network to achieve reduced costs of administration and insurance purchases by providing similar services to all Members and to require Members to pay for the costs of such benefits or to share such costs in the manner from time-to-time established by the Board of Directors.

1.4 FISCAL YEAR – The Fiscal Year shall be the one-year period commencing on July 1 and ending on June 30, unless otherwise modified by the Board of Directors.

ARTICLE II
AUTHORITY AND DUTIES OF BOARD

2.1 COMPOSITION OF BOARD – The Network shall be managed by a Board of Directors (the “Board”) pursuant to the terms of this Agreement and the attached Bylaws for the Board, as amended from time to time by the Board not otherwise inconsistent with this agreement (Exhibit “C”). The Board shall be comprised of one (1) representative of each Member chosen in the manner applicable to that governmental body and shall promptly notify the Network of such selection. The Member may also send an alternate representative to serve when the primary representative is unable to carry out his or her duties, or otherwise resigns from the Board. Board members and alternate representatives must be an employee of each Member. Each Member shall only have one (1) vote on the Board of Directors.

2.2 POWERS AND DUTIES OF NETWORK BOARD – The Board shall determine the general policy of GIN which shall be followed by the Member and the representative and/or alternate of the Member. No one serving on the Board of Directors of GIN shall receive any salary or other payment from GIN for providing such service thereto. The Board shall have the authority to take any action necessary to do the following:

- A. To enter into written contracts in order to procure the necessary services, supplies, insurance and/or property necessary to accomplish the purpose of the Plan.
- B. To establish Members’ monthly contributions for payments to the Plan, as described below, on an annual basis.
- C. To require Members to make additional supplementary payments to the Plan during the fiscal year, as may be required in extraordinary circumstance to avoid insolvency.
- D. To place all or part of the assets of the GIN Plan into funds necessary for the administration and operation of the Network and establish an investment policy.
- E. To study issues with Members and make recommendations.
- F. To recommend to its Members programs and educational materials relating to claim reductions.
- G. To direct the collection, accounting and distribution of funds to be used for the administration of the Plan and the providing of benefits hereunder.
- H. To cause to be purchased stop loss, and other types of insurance as authorized by the Board.
- I. To approve changes in its operating policies and procedures.

- J. To approve the fees for all authorized service providers.
- K. To procure fidelity bonds, fiduciary liability insurance, errors and omissions coverage, and any other insurance or coverage for Board members, officers, consultants, claims administrators, employees, representatives or other persons, as required by this Agreement or by law, or as deemed appropriate by the Board.
- L. To expel any Member from the participation in the Plan for failure to perform its obligations under this Agreement or as otherwise enumerated herein.
- M. To hire employees to perform any duties including but not limited to conducting day to day or ministerial functions, reviewing benefit claims and appeals, studying issues, recommendations or proposals and making recommendations to the Board.
- N. To retain brokers, consultants, employees, independent contractors, insurance consultants, a cooperative (group) administrator, attorneys, auditors, or other professionals as to accomplish the purposes of the Network. To appoint a claim administrator, who shall be responsible for the processing of benefit payment applications and for paying benefit claims under the direction and control of the Board, provided that the claim administrator shall be bonded to provide faithful performance of its duties and responsibilities and shall provide acceptable insurance coverage for errors and omissions.
- O. To provide to the Members an annual audit of the financial affairs of the Network to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principals and to otherwise file all necessary audits and actuarial opinions as required by the Illinois Department of Insurance and/or the Director of Insurance.
- P. To delegate any or all of its duties and obligations, not otherwise limited by law, to any entity(ies) or individual(s), as may be necessary to administer and accomplish the purpose of the Plan, including: an agent(s), broker(s), employee(s), independent contractor(s), claim administrator(s), attorney(s), accountant(s), consultant(s), investment manager(s), and such other persons as may be necessary to administer and accomplish the purpose of the Plan.
- Q. Within the budgetary limits established by the Members, to perform such other activities as are necessarily implied or required to carry out the purpose of the Plan or the specific activities enumerated herein.

2.3 MEETINGS OF THE BOARD AND DUTIES OF OFFICERS

Regular meetings of the Board shall be held as necessary to carry out the purpose and business of the Network. A minimum of four (4) meetings shall be scheduled each fiscal year. The dates of regular meetings of the Board shall be established at the beginning of each fiscal year. Meetings will follow a previously prepared agenda containing all business items requested by any Board Member and/or any Member for consideration. The agenda should be provided to each Member five (5) business days in advance of such meeting.

Officers shall be elected from among the Board members and shall include one President, one Vice President, one Secretary and one Treasurer. All checks authorized by the Board must be signed by any two of these four (4) Officers. The Officers shall be elected by a majority vote. Each Officer shall serve two (2) year terms until he or she is replaced by a subsequent election or until the effective date of his or her resignation. There shall be no term limits for elected Officers. Officers shall be elected at GIN's first organizational meeting, which shall take place within 30 days of the commencement of GIN, and thereafter at the last regular meeting of a fiscal year in which elections are to be held. Officers shall serve until their successors have been chosen and begin their terms. The Board may from time to time establish other offices and may elect a Board member to serve in any of the newly established offices. An Officer may resign his or her office by giving the President written notice of such resignation at least thirty (30) days in advance of the effective date of such resignation. In the event that an Officer resigns, dies, becomes disabled or is otherwise unable or unwilling to act, such Officer may be replaced by a majority vote.

The President shall preside at all meetings of the Board and shall have such other powers and duties as are set forth in the Bylaws or by other action of the Board of Directors. The Vice President shall carry out all duties of the President during the absence or inability of the President to perform such duties and shall carry out such other functions as are assigned from time to time by the President and/or the Board of Directors. The Treasurer shall have charge and custody and shall be responsible for all funds and securities of the Network; receive and give all receipts of monies due and payable to the Network from any source whatsoever; deposit all such monies in the name of Network in such banks, savings and loan associations or other depositories as shall be selected by the Board of Directors; invest the funds of the Network as are not immediately required in such investments as the Board of Directors shall specifically or generally select from time to time; and maintain the financial books and records of the Network; provided, however, that all investments of Network funds shall be made only in those securities which may be purchased pursuant to Illinois law. The Treasurer shall perform all duties incident to the office of Treasurer

and such other duties as from time to time may be assigned to him/her by the President and/or the Board of Directors. Notwithstanding the duties and responsibilities of the Treasurer herein provided, the Board of Directors by vote may, except as otherwise limited by law, delegate, wholly or in part, the responsibility for, and the regular or routine administration of, one or more of the Treasurer's duties to one or more agents, other officers, or employees of the Network who are not Directors. To the extent that the Board does delegate the duties of the Treasurer, the Treasurer shall be released from such duties and responsibilities. The powers, duties, and compensation of any agents for the Treasurer shall be approved by the Board of Directors. The Secretary shall create and maintain a file of all minutes. The Secretary shall be designated as the custodian of the minutes. The Board of Directors by vote may, except as otherwise limited by law, delegate, wholly or in part, the responsibility and authority for, and the regular or routine administration of, one or more of the Secretary's duties to one or more agents, other officers, or employees of the Network who are not Directors.

Meetings of the Board may be called by its President or by any two Board members. Five (5) business days written notice, including electronic mail, of regular meetings of the Board shall be given to each Board member and an agenda specifying the subject(s) of any regular meeting shall accompany such notice. Emergency or Special Meetings may have shorter notice as otherwise provided by law. Unless otherwise agreed to by a Member and the Board, notice shall be mailed to the Member's last known address, as listed in Appendix A. Business conducted at special meetings shall be limited to those items specified in the agenda. The time, date and location of regular meetings of the Board shall be determined by the Board.

A quorum shall consist of a majority of the Board. Once a quorum is established, a simple majority of those Board members in attendance shall be sufficient to pass upon all matters, unless otherwise specified herein or by the Bylaws of the Board of Directors. Each Member shall be entitled to one (1) vote on the Board of Directors. Proxy or absentee voting shall not be permitted. Board members may attend meetings in person or via telephone if a physical quorum is present at the meeting.

The Board may establish rules governing its own conduct and procedure, consistent with the Agreement and applicable laws and regulations. Minutes of all regular and special meetings of the Board shall be kept in writing and sent to all Members and other service providers as may be deemed appropriate by the Board.

ARTICLE III

PLAN ADMINISTRATION

3.1 ACCOUNTS- The Network, through its Board may establish and maintain accounts for payment of claims and of reserves as it deems appropriate from time to time (the "Plan Accounts"). The Plan Accounts shall be invested in such manner as is permitted by this Agreement and the Bylaws or investment policies of the Board. Earnings on Plan Accounts shall be used to provide benefits, defray administrative expenses, or reduce future Member contributions. No Member, employee or other person or entity shall acquire any right, title or interest in any Plan Accounts or other assets of the Plan except upon termination of the Plan as provided herein.

3.2 RESERVE ESCROW FUNDS As security for the financial obligations described herein, each of the original seven (7) Members shall, within thirty (30) days of the effective date of entry in GIN, place on deposit with GIN as reserves an amount of money equal to at least one and one-half (1 ½) times the Member's anticipated monthly participation. New Member reserve contributions will be determined by the Board pursuant to the Bylaws and policies of the Board.

Accrued interest shall be credited to each individual member on a pro rata basis determined by the amount on deposit with GIN by the Member as compared to the entire GIN reserve fund. In the event that a Member fails to timely pay funds due to GIN in any month (as set forth in the invoice), the Benefit Administrator of GIN shall notify the President of the Board of GIN and the representative of the Member in writing, that the funds shall be withdrawn from the escrow account unless payment is made within five (5) business days. The GIN Benefit Administrator shall have the authority together with the GIN Treasurer to withdraw from any account within the Escrow fund the amount due after prescribed notice is given. In the event that monies are withdrawn in the manner prescribed above, all Members will be notified of the withdrawal from the Escrow fund and the delinquent Member shall take prompt action to restore the escrow account to the original amount. At the beginning of each fiscal year, the Benefit Administrator shall recommend to the GIN Board of Directors any adjustments required in the Escrow Fund as a result of an increase or decrease in the anticipated monthly payment to GIN. At any time in the fiscal year, GIN may require a supplementary deposit to the escrow account, if necessary, to reduce an anticipated deficit to the escrow account. Upon withdrawal or expulsion from GIN, any amount due after satisfying all outstanding claims shall be returned to the former Member.

3.3 MEMBER CONTRIBUTIONS- Beginning with Fiscal Year 2018-2019 and prior to the start of each fiscal year thereafter, the Board will prepare a projection of the contributions

to be charged to Members. The contributions shall be projected in such amount to fully pay the projected annual claims and expenses of the Plan as a whole and to fund the Plan Accounts and reserves during the fiscal year. Each separate Member of GIN shall be responsible for its share of the cost of the Plan Accounts.

Prior to the beginning of each fiscal year, the Board shall approve the annual or monthly amount to be charged to Members to fully fund the Plan Accounts. The amounts to be charged to each Member shall be in direct proportion to the number of enrolled employees and officers of the Member (and Listed Entities whose benefit programs are to be administered by the Network) as compared to the total number of such persons served by the Network, along with uniform methods to determine differences in benefit plans and claims history under formulas approved by the Board. The Plan Account funds shall be treated as a single fund which can be utilized for the payment of the claims of any Member.

3.4 **PLAN OF BENEFITS** – Each Member agrees to accept the Plan of Benefits put in place at the direction of the Board of Directors of GIN.

3.4 CHANGES IN BENEFIT PLANS – The Board may, from time to time, elect to provide or administer new or additional benefit plans or to amend or modify the Plan. Before modifying benefits or implementing any new or additional benefit plan, the Board shall (1) calculate the amount of additional payments, if any, due the Plan Accounts with respect to such change, (2) advise the Members of the new terms, and (3) receive advice from the Members regarding their level of interest in the new terms. Thereafter, any Plan may be amended, modified, or terminated by the Board upon ninety (90) days prior notice to the Members.

If a Member should choose to end continuing participation with regard to officers and employees of the Member due to placement of employees on a union-sponsored program through collective bargaining, the Network must permit the withdrawal of those union employees, but it may re-price the costs and benefits to the Member's continuing employees or officers based upon the same underwriting criteria used by the Network in the normal course of business, but no member will be expelled from the Network if the continuing employees or officers meet the general criteria required of other members. Union employees withdrawn into a union-sponsored program may subsequently be returned to coverage, but only on an underwriting basis. The Network will not interfere with the statutory obligation of any public agency member to bargain over or to reach agreement with a labor organization over a mandatory subject of collective bargaining as those terms are used in the Illinois Public Labor Relations Act. The Network will

not discriminate against public agency members or otherwise retaliate against such members for limiting their participation in the Network as a result of a collective bargaining agreement.

3.5 ADDITIONAL INSURANCE – When purchased, the Board shall cause stop loss insurance coverage to be purchased from an “A” or higher rated company by A.M. Best or such other rating agency deemed appropriate by the Board and approved by the Illinois Department of Insurance. The characteristics and extent of coverage of the stop loss or other insurance shall be established by the Board. Participation in the Plan shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by the Board as a part of the Plan.

3.6 MEMBERSHIP – The membership of GIN shall consist of those members which are parties to this Agreement plus any other governmental entity admitted to membership as a Member from time to time, less any Member which withdraws or is expelled from GIN in accordance with the provisions of this Agreement. With prior approval of the Board of Directors, Members of GIN may also add Listed Entities which they have separately arranged to list as if such officers and employees of the Member. The Member who lists other entities to its membership shall be the sole Member of GIN and shall be responsible for all costs and duties of membership provided herein. Listed Entities will have no voting rights or Membership rights in GIN. The member may make such arrangement as is desired with the Listed Entities regarding the manner of payment, sharing of risks, and duration of such arrangement. Such arrangement is not a part of this Agreement.

The addition of new municipal or other governmental Members and its listed entities, as well as new Listed Entities added by any current Member, shall take place only after at least the concurrence of the vote of two thirds (2/3) of the entire membership of the Board of Directors of GIN and subject to the following provisions.

At the time of admission, each Member and new Member shall be required to have all of its employees and employee groups (police, public works, fire, clerical, administration, etc.) become Members of and participate in GIN programs (subject to the right of individuals to opt out of the coverage in accordance with the terms of the Plan); provided, however, if there is a collective bargaining agreement covering any such employee group which provides for employee benefits and would exclude participation of such employees in the benefits of GIN, then any such employee group need not be included at the time of initial admission of such Member or new Member.

(a) A formal application for consideration must be submitted by the applicant no later than one hundred twenty (120) days prior to the new fiscal year. The applicant must provide any

and all information requested by the Board. The applicant may also be required to pay any and all costs or fees incurred or assessed by the Board in relation to the review, approval and enrollment of the applicant and its employees.

(b) The Board shall obtain such recommendations from consultants and other professionals as it deems necessary to determine whether it may accept the applicant as a Member, provided that the Board shall give the applicant notice of its determination to the applicant within 60 days of application of its determination.

(c) If the Board approves the application submitted by the applicant, the applicant's corporate authorities, through its duly authorized representative, must formally agree to be bound by these terms and conditions by executing an Adoption Agreement in the form attached as Appendix B hereto.

(d) As a condition of new membership, the Member must pay into the Plan Accounts an amount required to meet its funding of the reserve account on such terms as determined by the Board in its discretion. The amount of reserves will be based on reasonable actuarial or insurance underwriting evidence.

3.7 DISPUTES REGARDING CLAIMS – Disputes regarding Plan benefits shall be brought before the Board's claims administrator, in accordance with the rules for such disputes as established by the claims administrator.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF MEMBERS

The obligations of each Member are as follows:

(a) To promptly pay all contributions, supplementary payments, payments to escrow funds, and other payments at such times and in such amounts as are established by the Board pursuant to this Agreement.

(b) In the event timely payments are not made and the Board must initiate collection actions against such Member to recover such funds as are owed, plus attorneys' fees and any other expenses in the amounts or percentages as authorized hereunder.

(c) To appoint a representative to the Board of Directors and cooperate with the Board, other Members, and any agent, employee, officer or independent contractor of the Board in any matter relating to the Plan or the purposes and powers of the Board.

(d) To provide a prompt monthly listing of any newly enrolled or terminated employees.

(e) To provide the Board with any information and records deemed appropriate by the Board in order to carry out the purposes of the Plan and to furnish full cooperation with GIN attorneys, claims adjusters, the Benefit Administrator, and any agent, employee, officer, or independent contractor of GIN relating to the purpose and powers of GIN.

(f) To act promptly and within a reasonable period of time on all matters requiring approval by Members and to not withhold such approval unreasonably or arbitrarily.

ARTICLE V

ADDITIONAL TERMS

5.1 STANDARD OF CARE - The Board shall administer the Plan and carry out its obligations under this Agreement with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims and objectives. The Board may delegate these duties to such consultants, brokers or other employees, service providers or professionals as it sees fit.

5.2 HOLD HARMLESS PROVISION - No Board member shall be liable for any action taken or omitted by any other Board member. Board members, Officers and employees of the Board shall be indemnified and held harmless by the Network for claims by third parties arising out of the good faith discharge of their duties in the administration of the Plan. Such indemnification shall include, but not be limited to, court costs and reasonable attorneys' fees. Plan assets may be used to defend and hold harmless any Board members, Officers and employees of the Board hereunder. The Board may utilize plan assets to purchase insurance providing fiduciary liability coverage and/or errors and omissions coverage for itself as an entity and for its Officers and employees in connection with the administration and operation of the Plan.

ARTICLE VI

TERM AND TERMINATION

6.1 WITHDRAWAL OF MEMBERSHIP

(a) Members shall have the right to withdraw from membership if proper notice of withdrawal is given in the manner provided in this Article. Members may not choose to withdraw or end continuing participation in GIN for groups of officers and employees of the Member (police, public works, fire, clerical, administration, etc.) unless is solely due to placement of employees on a union-sponsored program through collective bargaining.

(b) A Member who intends to voluntarily withdraw must notify the Board through its President of its intent to withdraw from the Plan at least one hundred twenty (120) days prior to withdrawal. Such notice shall be in writing and accompanied by a resolution or ordinance from the Corporate Authorities of the Member electing to withdraw from the Network. Notice of termination will be non-retractable. The Member will remain subject to all of the provisions of this Agreement until the Member withdraws or as otherwise specified herein.

(c) If a Member withdraws from the Network, no benefit claims of the Member shall be processed or paid by GIN after withdrawal of the Member, unless the withdrawing Member shall, in order to receive such services, provide funds to pay said claims, or there are already adequate reserve funds applicable to the withdrawing Member available to pay said claims.

(d) A final accounting of the withdrawing Members' fair share of its reserve funds shall occur during the audit process for the last fiscal year that the withdrawing Member was a Member of GIN. Any remaining funds shall be refunded to the withdrawing Member, unless the withdrawing Member is in default, in which case it will be retained by GIN to cover costs of default.

(e) All withdrawing Members shall remain fully obligated for their portion of all expenses of and claims against the Network incurred during the period of their membership.

6.2 EXPULSION OF MEMBERS – By at least the concurrence of the vote of two-thirds (2/3) of the entire remaining membership of the Board, The Board may terminate the right of any Member to participate in the Plan whenever the Member fails to perform any of its obligations under this Agreement, provided that the Member shall first be given a reasonable opportunity of not less than fifteen (15) nor more than sixty (60) days to cure the alleged failure. The Member, within the provided cure period, may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The Board of Directors may appoint a hearing officer to conduct such hearing and make a recommendation to the Board based upon findings of fact. If the Board conducts the hearing itself, it may make a decision at the close of the hearing. A decision by the Board of Directors to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final.

The rights and obligations of an expelled Member are as follows:

(a) An expelled Member may not apply for membership or re-join the Network for two (2) years after being expelled or after voluntary termination unless the Board determines in its sole discretion that there is good and sufficient cause for re-admission.

(b) The expelled Member shall continue to be fully liable for any contributions or supplementary payments due prior to the effective date of such expulsion or voluntary termination and/or any other unfulfilled obligation as if it was still a Member.

(c) Except as provided below, the Board shall have no obligation with respect to claims incurred under the Plan(s) of the expelled Member after the effective date of such expulsion or voluntary termination.

(d) The obligation of the Board to administer claims incurred under the Plan of an expelled Member prior to the effective date of expulsion shall continue for claims that are filed within 90 days after such effective date, provided Member has otherwise provided the funds to pay said claims. Expelled Members will be required to continue to make contributions and supplemental payments during such 90-day period.

(e) Any claim submitted by an employee or dependent of the expelled Member incurred after the effective date of termination shall become the sole responsibility of the expelled Member.

(f) Notwithstanding the above, if the Board is required by law to administer and process claims on behalf of a Participating Member, pursuant to the federal health care continuation provisions of the Public Health Service Act (COBRA) and/or the Illinois Continuation Law, the Board will make such coverage available.

(g) The Network will not discriminate against public agency members or otherwise retaliate against such members for limiting their participation in the Network as a result of a collective bargaining agreement and such will not be the basis for expelling a Member.

6.3 TERMINATION OF THE NETWORK - The Network shall terminate at the determination of the Board, in its sole discretion. The Network shall also terminate upon the enactment of State or Federal law and/or a final determination by a court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Network is invalid, constitutes the transaction of the business of insurance under the Illinois Insurance Code or is contrary to law.

In the event that the Network is terminated, the Board shall:

(a) Set an effective date for termination that is at least ninety (90) days in the future.

(b) Provide notice of termination to all Members at least ninety (90) days in advance of the effective date thereof.

(c) Collect all participating Member contributions, supplementary payments, income and assets of the Network.

(d) Cause to be paid all claims incurred prior to the effective date of termination provided that such claims are submitted for payment within one year of the date on which they are incurred provided that all contributions and supplemental payments have been made by the Member. If assets are not sufficient to pay all such claims, claim payments may be reduced and paid pro rata until all assets are exhausted. The Board may also purchase insurance coverage to pay any or all of such claims.

(e) Pay all administrative expenses and other liabilities of the Board in connection with the Network.

(f) If the assets of the Network are not sufficient to satisfy the Network's liabilities, the Board may charge each current Member and each former participating Member who was a participating Member at any time during the twelve (12) month period prior to the effective date of termination a supplementary payment or payments in an amount that is equal to the amount of such shortfall multiplied by a fraction, the numerator of which is the amount of contributions and supplementary payments required of the former participating Member or the Member during the twelve (12) months prior to the effective date of termination and the denominator of which is the amount of contributions and supplementary payments required of the all former participating Members and Members during the twelve (12) months prior to the effective date of termination. The Board shall not be obligated to make claim payments unless and until the shortfall is paid as provided herein.

(g) In the event that Network assets exceed Network liabilities, the Board shall pay each Member who was a participating Member on the effective date of termination, an amount that is equal to the amount of such surplus multiplied by a fraction, the numerator of which is the amount of contributions and supplementary payments paid by the Member during the twelve (12) months prior to the effective date of termination and the denominator of which is the amount of contributions and supplementary payments paid by all Members during the twelve (12) months prior to termination. Such determination shall be made as of twenty-four (24) months after the effective date of termination and any payments required hereby will be made within thirty (30) days thereof.

(h) No one other than a Member who was a participating Member on the effective date of termination shall have any claim on the assets of the Network or any right, title or interest in any payment made pursuant to paragraph (g) hereof: Upon the later of the payment required by paragraph (g) or twenty-four (24) months after the effective date of termination, the Network and Plan Accounts shall be dissolved and the Board and the Network shall have no further obligations whatsoever with respect thereto.

(i) Prior to dissolution, the Board shall make adequate provision for the maintenance of the records of the Network which shall be retained for ten (10) years after the effective date of termination.

6.4 TERM OF COOPERATIVE – The Governmental Insurance Network shall operate beginning with fiscal year July 1, 2018 and shall continue in existence with a term ending on June 30, 2030. At the end of this multi-year period, the term of GIN may be extended for a multi-year period of time, or if not acted upon by the Members, it shall continue in existence from year-to-year as an intergovernmental agreement with the membership of those governmental bodies which do not provide a notice of withdrawal.

ARTICLE VII

MISCELLANEOUS

7.1 NOTICE - Any notice required by this Agreement shall be in writing and shall be deemed to have been given when deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

(a) If to the Board, at the business address of the then current Board President or as otherwise specified in writing by the Board to the Members.

(b) If to a Member, to the address set forth in the Adoption Agreement of such Member or to such other address as the Member may specify in writing to the Board.

7.2 SEVERABILITY - In the event any provision within this Agreement shall be declared by a final judgment of a Court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to the Board, the Plan, or to any Member, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

7.3 EXCLUSIVE PURPOSE - The funds and assets retained by the Board pursuant to this Agreement shall be the sole property of the Board to be used for the exclusive purpose of carrying out the purposes of the Plan. Neither individual Members nor their employees or dependents shall have any vested right, interest, or title with respect to the funds or assets held by

the Board, including, but not limited to, amounts held in the Plan Accounts, interest, dividends, refunds, rebates, reserves, life insurance refunds, except as otherwise specifically provided herein.

7.4 **BINDING EFFECT** - The obligations and responsibilities of the Members set forth in this Agreement, including the obligation to take no action inconsistent herewith as originally written or validly amended, shall remain a continuing obligation and responsibility of each Member. This Agreement may be enforced in law or equity either by the Board itself or by a Member. The consideration for the duties imposed upon the Members by this Agreement is based upon the mutual promises and agreements of the Members to each other set forth herein and the advantages gained by the Members through the sharing of risk and the potential for reduced administrative costs for the processing of employee benefits. This Agreement and any amendments thereto may be executed in any number of counterparts which taken together constitute a single instrument.

7.5 **LIMITATION OF OBLIGATIONS** - The obligation of the Board to pay claims is limited to the assets of the Plan. Neither the Board nor any Board member, Officer or employee thereof is responsible for claim payments or payment of any sum or other obligations under the Plan.

7.6 **TAXES AND LEGAL STATUS** - The Network and any Plan of benefits provided thereby are intended to be a “governmental plan” that is exempt from the requirements of the Employee Retirement Income Security Act. The Network and any benefits or Plan of benefits are also intended to be exempt from federal, state and local taxes. Any and all actions or provisions of the Network or the Plan(s) shall be interpreted to garner such status. The Board is hereby empowered and authorized to take any and all action to ensure that such status will be accorded to the Network and the Plan(s).

7.7 **AMENDMENT** - This Agreement may be amended, modified, or terminated, upon at least the concurrence of the vote of two-thirds (2/3) of the corporate authorities of all participating Members. The corporate authorities of each Member specifically agree to be bound by any such action.

7.8 **ADOPTION** - As a condition of participation and continued participation, the Agreement and the Adoption Agreement attached hereto must be duly adopted by the corporate authorities of each Member by May 11, 2018. This Agreement shall initially become effective once it is adopted by all seven (7) Members listed in Appendix “A”. The Secretary of the Board shall certify the same.

APPENDIX A
MEMBERS

City of Elmhurst
209 N. York Street
Elmhurst, IL 60126

Village of Frankfort
452 W. Nebraska Street
Frankfort, IL 60423

Village of Lemont
418 Main Street
Lemont, IL 60439

Village of New Lenox
1 Veterans Parkway
New Lenox, IL 60451

Village of Romeoville
1050 West Romeo Road
Romeoville, IL 60446

Village of Shorewood (including the Will County Governmental League as a Listed Entity)
One Towne Center Blvd
Shorewood, IL 60404

Village of Westmont
31 W. Quincy St
Westmont, IL 60559

EXHIBIT "B"

ADOPTION AGREEMENT

WHEREAS, the Village of Willowbrook, the Illinois unit of local government named below (the "Member"), has reviewed the Governmental Insurance Network Agreement ("Agreement"); and

WHEREAS, the Member desires and intends to become or continue as a Member in the Governmental Insurance Network pursuant to the Agreement; and

WHEREAS, the Board of the Governmental Insurance Network has determined to accept the above-named entity as a Member in the Governmental Insurance Network.

NOW THEREFORE, it is hereby agreed that the Member shall be and is accepted as a Member in the Governmental Insurance Network for the term provided in the Agreement in consideration of which the Member shall at all times comply with and be bound by the attached Agreement, as the same may be modified from time to time.

VILLAGE OF WILLOWBROOK ("Member")

GOVERNMENTAL INSURANCE NETWORK

By: _____
Frank A. Trilla

By: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “C”

BY-LAWS

APPENDIX C

**BYLAWS
OF THE
GOVERNMENT INSURANCE NETWORK (GIN)**

Revised and Approved on 9-20-2018

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Article I. Name

The organization shall be known as the Government Insurance Network (“GIN” or “Network”). No certificate of membership in GIN shall be issued.

Article II. Purpose-Limitation of Participation

The purpose of the Network is to create a joint insurance pool to administer and provide certain benefits including, but not limited to, health, life, dental, and vision for the members of GIN (“Members”) eligible employees, employees’ dependents, and retirees and the officers and employees of other governmental entities and the quasi-governmental, and non-profit public service entities with which some or all Members have separately arranged to list (“Listed Entities”), and the Board of Directors has approved, as if such officers and employees were employed by the Member pursuant to a group plan (the “Plan”). Each Member remains individually responsible for any and all benefit programs that are not a part of any Network Plan. Membership in GIN is not transferable or assignable.

The Network is not intended to transact insurance business within the State of Illinois. The intent of the parties is to separately establish benefit programs and to utilize the Network to achieve reduced costs of administration and insurance purchases by providing similar services to all Members and to require Members to pay for the costs of such benefits or to share such costs in the manner from time-to-time established by the Board of Directors.

Article III. Authority

GIN is established pursuant to the Illinois Constitution, Article VII, Sec 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1, *et seq.*, and in particular, Sec 220/6.

Article IV. Directors and Officers

- A. The governing board of GIN, responsible for management, control, administration and affairs of the Network, and the Plan shall be referred to as the "Board of Directors" (the "BOD" or "Board"). The voting members of the BOD shall be composed of one representative of each Member who is an employee of the Member, and who shall have the authority to vote on any official action taken by the Board of Directors (each a "Director"). The Member shall designate to the Secretary who its one Director representative will be. Each Director may send a designee in his or her absence who shall also be an employee of the Member. The Director designee may participate in the discussions at the Board meeting and will be authorized to exercise the Member’s voting authority. No Director may represent more than one Member, and each Member shall have one (1) vote on the Board of Directors. Each Director or designee is responsible to the Network and other members of the BOD to make his or her best effort to be present in

person or electronically at each BOD meeting. Each of the Directors from the Members of GIN is eligible to run for election for the position of BOD officers.

- B. If a Board vacancy occurs, the respective unit of local government seat will be filled by an employee of that Member. If a Director designated by a Member cannot fulfill his/her obligations, for any reason, as set forth herein, and/or the Member desires to designate a new Director, it must notify the President of the BOD in writing of its selection of a new person to represent the Member as a Director. Each Member shall retain the right to remove and replace without cause any Director appointed by such Member.
- C. The Board of Directors of GIN shall elect from among their number a President, Vice President, Secretary, and Treasurer. The Board of Directors may also elect additional Officers and assign duties to them.

The President shall preside at all meetings of the Board and shall have such other powers and duties as are set forth in the Bylaws or by other action of the Board of Directors. Subject to the direction and control of the Board, he/she shall be in charge of the business and affairs of GIN; he/she shall see that the resolutions and directives of the Board are carried into effect except in those instances in which that responsibility is assigned to some other person by the Board; and, in general, he/she shall discharge all duties incident to the office of President and such other duties as may be prescribed by the Board. He/she shall approve the agenda for and preside at all meetings of the Board. Except in those instances which the authority to execute is expressly delegated to another officer or agent of GIN or a different mode of execution is expressly prescribed by the Board or these Bylaws, he/she may execute for GIN any contracts or other instruments which the Board has authorized to be executed, and he/she may accomplish such execution either individually or with the Secretary or any other officer or agent thereunto authorized by the Board, according to the requirements of the form of the instrument.

The Vice President shall carry out all duties of the President during the absence or inability of the President to perform such duties and shall carry out such other functions as are assigned from time to time by the President and/or the Board of Directors.

The Treasurer shall have charge and custody and shall be responsible for all funds and securities of the Network; receive and give all receipts of monies due and payable to the Network from any source whatsoever; deposit all such monies in the name of Network in such banks, savings and loan associations or other depositories as shall be selected by the Board of Directors; invest the funds of the Network as are not immediately required in such investments as the Board of Directors shall specifically or generally select from time to time; and maintain the financial books and records of the Network; provided, however, that all investments of Network funds shall be made only in those securities which may be

purchased pursuant to Illinois law. The Treasurer shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President and/or the Board of Directors. Notwithstanding the duties and responsibilities of the Treasurer herein provided, the Board of Directors by vote may, except as otherwise limited by law, delegate, wholly or in part, the responsibility for, and the regular or routine administration of, one or more of the Treasurer's duties to one or more agents, other officers, or employees of the Network who are not Directors. To the extent that the Board does delegate the duties of the Treasurer, the Treasurer shall be released from such duties and responsibilities. The powers, duties, and compensation of any agents for the Treasurer shall be approved by the Board of Directors.

The Secretary shall create and maintain a file of all minutes of the BOD. The Secretary shall be designated as the custodian of the minutes of the BOD. The Board of Directors by vote may, except as otherwise limited by law, delegate, wholly or in part, the responsibility and authority for, and the regular or routine administration of, one or more of the Secretary's duties to one or more agents, other officers, or employees of the Network who are not Directors. The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws, and keep a register of the post office and e-mail address of each Director, which address shall be furnished to the Secretary by such Director.

Other Officers. Officers whose authority and duties are not prescribed in these Bylaws shall have the authority and perform the duties prescribed, from time to time, by the BOD.

- D. GIN shall purchase a bond in sufficient amount as determined by the Board of Directors to assure the fidelity of the President, Vice President, Treasurer, and any other Officer, employee, or entity that contract with GIN who shall have the right to authorize the transfer or payment of GIN funds. The Board of Directors, by motion, may increase or decrease the amount or such bonds or change the persons covered.
- E. Each Director who is present in person or electronically at any meeting of the BOD shall be entitled to cast one vote. A quorum shall consist of a simple majority (more than half) of the entire Board of Directors unless otherwise noted in these Bylaws. The "entire Board," as used in these Bylaws, shall mean the total number of Directors when there are no vacancies. A quorum is required for the Board to conduct any business provided that if less than a quorum of the Directors is present at said meeting, a majority of the Directors present at that meeting may adjourn the meeting to another time without further notice. A simple majority or a quorum shall be sufficient to pass upon all matters unless otherwise provided by the GIN Agreement or these Bylaws.

On all questions, the yeas and nays shall be taken and entered on the records of the proceeding of the Board. Except as hereinabove provided, all voting at meetings of the Board shall be by acclamation. The vote of any member of the Board present at any

meeting who votes "present" or "abstain" upon any matter shall be added to the votes upon the proposition raised as cast by the majority.

Any matter moved for passage or approval shall be deemed to have passed if it shall receive the affirmative vote of a simple majority of the members of the Board present at a meeting at which a quorum is present (including votes added to the votes cast by the majority, in accordance with the preceding paragraph) except when passage requires more than a simple majority under these Bylaws as set forth in subparagraphs (1) through (6) of Section F of this Article IV.

F. A greater vote than a majority of a quorum shall be required to approve the following GIN matters:

1. The Board of Directors may establish one or more rules requiring approval by a vote greater than a majority of a quorum; provided, however, that such rules may only be established by a greater than a majority vote at least equal to the greater than majority percentage stated within the proposed rule;
2. The admission of a new Member requires approval by affirmative vote of two-thirds (2/3) of the entire Board of Directors. The active membership of such new Member shall become effective on the date on which such two-thirds (2/3) approval is granted by the BOD. The new Member shall sign a copy of the Intergovernmental Agreement and of these Bylaws for the purpose of acknowledging its commitment to assume the rights and fulfill the responsibilities of membership in GIN, and shall transmit to the Secretary of GIN a certified copy of the Ordinance or Resolution of such new Member providing for such signing.
3. The determination and approval of the benefit levels, benefit plans, and the recommended insurance provider(s), as well as the proposed term(s) of the plan(s) requires approval by affirmative vote of two-thirds (2/3) of the Board of Directors.
4. After notice as otherwise provided herein, any amendment or these Bylaws shall require approval by affirmative vote of two thirds (2/3) of the Board of Directors; provided, however, no amendment shall have the effect of depriving a member of a vested contractual right without the consent of the Member.
5. Expulsion of a Member shall require approval by affirmative vote of two-thirds (2/3) by the remaining Board of Directors and Section 6.2 of Article VI of the Intergovernmental Agreement to Establish Government Insurance Network ("IGA").

6. Termination and dissolution of GIN shall require a two-thirds (2/3) vote for approval by the entire Board of Directors. Upon the adoption of a resolution of dissolution by two-thirds (2/3) of the Members of GIN, GIN shall follow the steps outlined in Section 6.2 of Article VI of the IGA.

G. While physical presence is strongly encouraged, a Director may attend any meeting through electronic technology if the Director meets the following conditions: a quorum of the Board is physically present throughout the meeting and a majority of the Board members present at an open meeting votes to approve the Director's electronic attendance at the meeting. The following rules shall govern the attendance through electronic technology at meetings of the Board.

1. Except where it is not practicable, Directors who cannot be physically present at any regular, special, emergency, rescheduled, or reconvened meeting for one of the reasons contained herein and who wish to participate through electronic technology such as video or audio conference, telephone call, electronic means (including, without limitation, electronic chat or instant messaging, or other means of instantaneous interactive communication) shall give notice to the President of the Board or designee at least twenty-four (24) hours before the meeting time.
2. After a roll call establishing that a quorum is physically present, the presiding officer at the meeting of the Board shall call for a motion that the Director in question may be permitted to attend the Board meeting electronically, after specifying the reason entitling the absent Director to attend electronically. The motion must be approved by a vote of a majority of the Board of Directors physically present at that meeting.
3. The Director participating electronically and other Directors must be able to communicate effectively, and any members of the public in attendance at the meeting in question must be able to hear all communications at the meeting site.
4. Directors may participate in a Board meeting without being physically present if physical attendance is prevented by:
 - a. personal illness or disability;
 - b. absence for personal employment purposes or for GIN business; or
 - c. a family or other emergency.
5. When one or more Directors participate in a meeting by electronic technology, all votes shall be by roll call.
6. A quorum cannot be created by means of participation by electronic technology. As a condition for a meeting to be conducted and for anyone to participate electronically, a quorum must be physically present at any meeting for the meeting.

7. When speaker phones are used to allow a Director to participate in a meeting without being physically present, the Director using the speaker phone must, each time before speaking, identify himself or herself by name and be recognized by the presiding officer.
8. The minutes of the meeting shall include all Directors recorded as either present or absent and whether the Directors were physically present, or present electronically.
9. Any voice, electronic, or other transmission by electronic technology made during a meeting of the Board by a Director who is attending through electronic technology shall be made available to the public concurrent with such transmission, except for closed meetings.

H. No one serving on the Board of Directors shall receive any salary or other renumeration from GIN.

I. No Director, or any member of a Director's immediate family shall be an owner, officer, director, partner, or employee of any contractor or agency retained by the Network, including any third party contract administrator.

Article V. Powers and Duties of the Board of Directors

The Board shall determine the general policy of GIN which shall be followed by the Member and the Director and/or alternate Director of the Member. No one serving on the Board of Directors of GIN shall receive any salary or other payment from GIN for providing such service thereto. Subject to the voting and quorum requirements set forth in these Bylaws, the Board shall have the authority to take any action necessary to do the following:

- A. To enter into written contracts in order to procure the necessary services, supplies, insurance and/or property necessary to accomplish the purpose of the Plan.
- B. To establish Members' monthly contributions for payments to the Plan, as described below, on an annual basis.
- C. To require Members to make additional supplementary payments to the Plan during the fiscal year, as may be required in extraordinary circumstance to avoid insolvency.
- D. To place all or part of the assets of the GIN Plan into funds necessary for the administration and operation of the Network and establish an investment policy.
- E. To study issues with Members and make recommendations.
- F. To recommend to its Members programs and educational materials relating to claim reductions.
- G. To direct the collection, accounting and distribution of funds to be used for the administration of the Plan and the providing of benefits hereunder.

- H. To cause to be purchased stop loss, and other types of insurance as authorized by the Board.
- I. To approve changes in its operating policies and procedures.
- J. To approve the fees for all authorized service providers.
- K. To procure fidelity bonds, fiduciary liability insurance, errors and omissions coverage, and any other insurance or coverage for Board members, officers, consultants, claims administrators, employees, representatives or other persons, as required by this Agreement or by law, or as deemed appropriate by the Board.
- L. To expel any Member from the participation in the Plan for failure to perform its obligations under this Agreement or as otherwise enumerated herein.
- M. To hire employees to perform any duties including but not limited to conducting day to day or ministerial functions, reviewing benefit claims and appeals, studying issues, recommendations or proposals and making recommendations to the Board.
- N. To retain brokers, consultants, employees, independent contractors, insurance consultants, a cooperative (group) administrator, attorneys, auditors, or other professionals as to accomplish the purposes of the Network. To appoint a claim administrator, who shall be responsible for the processing of benefit payment applications and for paying benefit claims under the direction and control of the Board, provided that the claim administrator shall be bonded to provide faithful performance of its duties and responsibilities and shall provide acceptable insurance coverage for errors and omissions.
- O. To provide to the Members an annual audit of the financial affairs of the Network to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principals and to otherwise file all necessary audits and actuarial opinions as required by the Illinois Department of Insurance and/or the Director of Insurance.
- P. To delegate any or all of its duties and obligations, not otherwise limited by law, to any entity(ies) or individual(s), as may be necessary to administer and accomplish the purpose of the Plan, including: an agent(s), broker(s), employee(s), independent contractor(s), claim administrator(s), attorney(s), accountant(s), consultant(s), investment manager(s), and such other persons as may be necessary to administer and accomplish the purpose of the Plan.
- Q. Within the budgetary limits established by the Members, to perform such other activities as are necessarily implied or required to carry out the purpose of the Plan or the specific activities enumerated herein.
- R. To fill any vacancy in any of the officers of the Board.
- S. To fix the frequency, time and place of regular Board meetings.
- T. To take any other action authorized by law and deemed necessary to accomplish the purposes of these Bylaws.

Article VI. Meetings of the Board

Regular meetings of the Board shall be held as necessary to carry out the purpose and business of the Network. A minimum of four (4) meetings (at least once each quarter of the fiscal year) shall be scheduled each fiscal year. The dates of regular meetings of the Board shall be established at the beginning of each fiscal year by a majority vote of the BOD. Meetings of the BOD will be held at specific times and places which are convenient and open to the public. No further notice of regularly scheduled meetings of the BOD need be given to the Directors or Members provided, however, that the conduct of all Board meetings, as well as notice of all regular and special Board meetings, shall be in accordance with the Illinois Open Meetings Act, 5 ILCS 120/1, *et seq.* Meetings will follow a previously prepared agenda containing all business items requested by any Board Member and/or any Member for consideration. The agenda shall be provided to each Member five (5) business days in advance of such meeting. Special meetings of the Board may be called at any time by the President or by any two (2) Directors. Whenever practicable, the person or persons calling such special meeting shall give at least five (5) business days notice (by telephone, by electronic telecommunications or by written notice) to each and all of the other Directors at his/her address as shown by the records of GIN. If given by electronic telecommunications, such notice shall be deemed to be delivered when the electronic telecommunication is sent, provided, however, that the electronic communication must be filed with the minutes of the proceeding of the BOD. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon and the business to be transacted. In the event that the President, or any two (2) Directors, shall determine that there is a financial or other emergency to GIN, an emergency special meeting of the BOD may be held if reasonable notice thereof is given by telephone or electronic telecommunications prior to such meeting.

Notice of any meeting of the Board may be waived by electronic telecommunications or in writing signed by the person or persons entitled to notice either before or after the time of the meeting. The attendance of a Director at any BOD meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Officers shall be elected from among the Board members and shall include one President, one Vice President, one Secretary and one Treasurer. All checks authorized by the Board must be signed by any two of these four (4) Officers. The Officers shall be elected by a majority vote of the BOD. Each Officer shall serve two (2) year terms until he or she is replaced by a subsequent election or until the effective date of his or her resignation. There shall be no term limits for elected Officers. Officers shall be elected at GIN's first organizational meeting, which shall take place within 30 days of the commencement of GIN, and thereafter at the last regular meeting of a fiscal year in which elections are to be held. Officers shall serve until their successors have been chosen and

begin their terms. The Board may from time to time establish other offices and may elect a Board member to serve in any of the newly established offices. Election of an Officer shall not of itself create contract rights. Any Officer may be removed by the vote of two-thirds (2/3) of the entire Board whenever in its judgment the best interests of GIN would be served thereby. An Officer may resign his or her office by giving the President written notice of such resignation at least thirty (30) days in advance of the effective date of such resignation. In the event that an Officer resigns, dies, becomes disabled or is otherwise unable or unwilling to act, such Officer may be replaced by a majority vote with the new election to be held at the next BOD meeting.

Robert's Rules of Order, latest edition, shall be applicable to the conduct and business of such meetings on all matters not covered by these Bylaws.

Article VII. Liability by GIN, Its Officers and Directors

The members of the Board of Directors and the Officers and employees of GIN shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. They shall not be liable for any mistake of judgment or other actions made, taken or omitted by any agent, employee or independent contractor. No BOD member shall be liable for any action taken or omitted by any other BOD member. BOD members, Officers and employees of the Board, shall be indemnified and held harmless by GIN for claims by third parties arising out of the good faith discharge of their duties in the administration of the Plan or the Trust. Such indemnification shall include, but not be limited to, court costs and reasonable attorneys' fees. Plan assets may be used to defend and hold harmless any BOD members, Officers and employees of the Board hereunder. The Board may utilize plan assets to purchase insurance providing fiduciary liability coverage and/or errors and omissions coverage for itself as an entity and for its Officials and employees in connection with the administration and operation of the Plan and Trust.

If any claim or action not covered by insurance is instituted against a BOD, Officer or employee of GIN allegedly arising out of an act or omission occurring within the scope of his or her duties, GIN shall at the request of them:

- A. Appear and defend against the claim or action; and
- B. Pay or indemnify the BOD member, Officer or employee for a judgment and court costs based on such claim or action, provided there shall be no indemnification for any portion of a judgment representing an award of punitive or exemplary damages; and
- C. Pay or indemnify the BOD member Officer or employee for a compromise or settlement of such claim or action providing the settlement is approved by the Board of Directors of GIN.

For the purposes of this Section, the terms “BOD member”, “Officer” or “employee” shall include former BOD members, Officers and employees. This indemnification resolution shall not apply if the Board of Directors finds that the claim or action is based on malicious, willful or criminal misconduct. In such case the action to be taken by the Board of Directors will be determined after an investigation of the facts.

Article VIII. Programs of Insurance and/or Self-Insurance

GIN may purchase insurance policies from insurance companies having a Certificate of Authority issued by the Department of Insurance of the State of Illinois.

Article IX. Fiscal Year – Budget

- A. The fiscal year of GIN shall commence on July 1 and end on June 30.
- B. During the last quarter of each fiscal year, the Board of Directors of GIN shall approve a preliminary budget for the administration of each Benefit for the next fiscal year. The preliminary budget shall set forth the method by which payments of Members are to be determined for the following GIN fiscal year. The Board of Directors shall annually approve a final budget.
- C. Failure of the Board of Directors to approve a preliminary or final budget within these time limits shall not relieve the Members or the obligation to make annual or supplementary payment to GIN as hereinafter provided.
- D. Funds shall be audited annually after June 30, by a firm of Certified Public Accountants.

Article X. Finances

- A. New Member Reserve Contributions: As a condition of new Membership, the new Member must pay into the Plan Accounts two (2) months of participation as funding for the reserve account.
- B. Surplus: At the end of each fiscal year, the Board will determine how any surplus in Plan Account funds will be utilized in the best interests of GIN. Where the Board has elected to return any surplus Plan Account funds to the Members, it will be allocated to each Member as a percentage of total premium paid in by the Member for that fiscal year compared to the total premiums paid by all Members for that fiscal year. In lieu of receiving a refund of surplus Plan Account funds, each Member may elect to place the refund of the surplus funds in the GIN reserve fund.

C. Early Withdrawal from Plan: Any Member voluntarily withdrawing from GIN at any date prior to the end of the fiscal year shall immediately pay into the Plan Accounts, as reserves, an equivalent of two (2) months of participation and must meet the requirements of Section 6.1 of the IGA.

Article XI. Term and Termination

These Bylaws will follow the guidelines for Term and Termination as outlined in Article VI of the Intergovernmental Agreement to Establish Government Insurance Network.

Article XII. Notices

All notices of claims or any other notice required to be given pursuant to these By-Laws shall be sent by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

Assurance c/o GIN
111 N. Canal St., Suite 550
Chicago, IL 60606

City of Elmhurst
209 N. York Street
Elmhurst, IL 60126

Village of Frankfort
452 W. Nebraska Street
Frankfort, IL 60423

Village of Lemont
418 Main Street
Lemont, IL 60439

Village of New Lenox
1 Veterans Parkway
New Lenox, IL 60451

Village of Romeoville
1050 West Romeo Road
Romeoville, IL 60446

Village of Shorewood
(including the Will County Governmental League as a Listed Entity)
One Towne Center Blvd
Shorewood, IL 60404

Village of Westmont
31 W. Quincy St
Westmont, IL 60559

Article XIII. Amendments

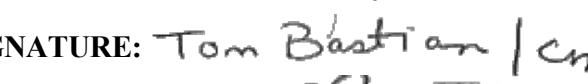
These Bylaws may be amended, altered, added to or repealed as to any or all of the matters referred to in these Bylaws at any regular meeting of the Board of Directors by providing that the proposed amendment, alteration, addition or repeal was stated in the call for the meeting and voted on at a subsequent regularly scheduled Board meeting.

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION APPROVING AN INCREASE IN HOURLY BILLING RATES OF VILLAGE ATTORNEYS STORINO, RAMELLO & DURKIN	AGENDA NO. 11. AGENDA DATE: 01/24/22
--	---

STAFF REVIEW: Sean Halloran, Asst. Village Administrator	SIGNATURE: 
LEGAL REVIEW: Thomas Bastian, Village Attorney	SIGNATURE: 
RECOMMENDED BY: Brian Pabst, Village Administrator	SIGNATURE: 
REVIEWED & APPROVED BY COMMITTEE: YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

At its regular meeting on May 28, 2013, the Village Board awarded a professional service contract to Storino, Ramello & Durkin (SRD). A price survey at the time conducted that SRD's prices were 15% lower than the Village's previous attorney. Since 2013, SRD has provided local ordinance review, civil litigation representation, labor counsel services, commercial real estate analysis, land use, and zoning assistance, and daily representation for all Village Attorney services. The firm continues to represent several local governments, school districts, park districts, fire protection districts, and townships.

SRD continues to represent several communities within Illinois including the Village of Brookfield, the City of Elmhurst, the Village of Elmwood Park, the Village of Forest Park, the Village of Glendale Heights, the City of Oakbrook Terrace, the Township of Proviso, the City of Rolling Meadows, the Township of Schaumburg, the Township of Schaumburg Road District, the Village of Streamwood, the Village of South Barrington, Veterans Park District and the Village of Westchester.

In the last eight years, the SRD's attorneys have exceeded expectations and provided excellent services to staff and the Village of Willowbrook. From 2013 through now, SRD has only raised its hourly rate once from \$175/hour to \$190/hour with Board approval in 2017. After a review of other legal entities and a discussion with SRD representatives, staff is recommending raising the hourly fee to \$220/hr. The increase in hourly rates comes out to an average of 3.6% per year over five years.

ACTION PROPOSED: Adopt the Resolution

RESOLUTION NO. 22-R-_____

**A RESOLUTION APPROVING AN INCREASE IN HOURLY BILLING RATES OF
VILLAGE ATTORNEYS STORINO, RAMELLO & DURKIN**

WHEREAS, the law firm of Storino, Ramello & Durkin has represented the Village of Willowbrook as it's Village Attorneys since 2013; and

WHEREAS, the Village Attorneys have requested an increase in their hourly billing rates charged to the Village; and

WHEREAS, the Village Attorneys last received an increase in their hourly billing rates in 2017.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the hourly billing rates charged by the Village Attorneys to the Village, and as set forth on Exhibit "A" attached hereto and made a part hereof, are hereby approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BE IT FURTHER RESOLVED that all other terms of that certain Legal Agreement by and between the law firm of Storino, Ramello & Durkin and the Village of Willowbrook, dated May 8, 2017, shall remain in full force and effect, except as otherwise modified by Exhibit "A" attached hereto and made a part hereof.

PASSED and APPROVED this 24th day of January, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT "A"

Hourly Billing Rates

Attorneys

Village Attorney

Rates

\$220.00 per hour

Staff

Paralegal Services

\$100.00 per hour

Law Clerk Services

\$90.00 per hour

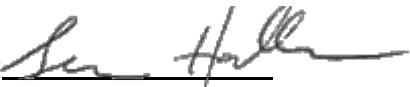
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING, APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE AN AGREEMENT WITH ENGINEERING SOLUTIONS TEAM CO. TO PROVIDE AND PREPARE CONTRACT BIDDING DOCUMENTS, GENERAL CONDITIONS AND BID FORMS FOR THE VILLAGE OF WILLOWBROOK COMMUNITY RESOURCE CENTER

AGENDA NO. 12.**AGENDA DATE:** 1/24/2022**STAFF REVIEW:** Sean Halloran, Asst. Village Administrator **SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian, Village Attorney **SIGNATURE:** **RECOMMENDED BY:** Brian Pabst, Village Administrator **SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

At its regular meeting on August 13, 2018, the Village Board awarded a professional service contract to N. Batistich, Architects, for architectural design and permit services to complete Phase 1 of the Community Resource Center building located at 825 Midway Drive.

Construction work began on October 22, 2018. Since that time, various work has occurred, including the demolition of the prior mansard roof, exterior stone veneer, construction of new building façade including metal panels, the new TPO roof, the top coping, and placement of roof-top HVAC mechanical units are complete. In 2019 and 2020, Village staff worked with N. Batistich Architects for the interior design work, including preliminary and pre-final design work. As of now, the design phase is nearly completed. Since this phase is winding down, staff has entered the subsequent phase of final design review and project management. This process includes the award of an Owners Representative through a competitive bid process.

Since that time, the Board approved of a contract with Engineering Solutions Team for Owner's Representative (OR) in relation to the Community Resource Center project. The proposed project delivery method for the Community Resource Center is an Owner's Representative (OR). The OR is a project delivery method that requires a commitment by the Owner's Representative to manage the general contractor with a Guaranteed Maximum Price (GMP). This is based on construction documents and specifications at the time the GMP is prepared. The OR provides professional services and acts as a consultant to the owner in the design development and construction phases. In addition to acting in the owner's interest, the OR must engage and manage the general contractor. Any costs exceeding the GMP that are not change orders are the financial liability of the selected general contractor.

During the design phase, the OR noticed a lack of documentation and specifications related to the CRC project and offered its services to ensure the Village is able to complete the project in 2022. While the OR is under contract with the Village, the proposed scope of work would be over the not-to-exceed \$98,000 amount that was approved by the Board in 2021.

The following services will amend the existing contract:

- Development of the Village of Willowbrook Project General Conditions Booklet. [similar to that as previously transmitted to you.]
- Development of the Village of Willowbrook Contract Document Booklet, complete with all required Bidding Forms and Instructions and Contractor Certifications. [Similar to that as previously transmitted to you.]
- The Complete Plan will be Organized and put together to include the Batistich Building Plan, the Novotny Site Plan, the Medlin Plan and the Pentegra Plan.

If approved by the Board of Trustees, staff plans to bid the project out in late February/early March with final bids to be reviewed and approved by the Board prior to the end of the fiscal year.

ACTION PROPOSED: Adopt the Resolution

RESOLUTION NO. 22-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING,
APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE AN
AGREEMENT WITH ENGINEERING SOLUTIONS TEAM CO. TO PROVIDE AND
PREPARE CONTRACT BIDDING DOCUMENTS, GENERAL CONDITIONS AND BID
FORMS FOR THE VILLAGE OF WILLOWBROOK COMMUNITY RESOURCE
CENTER**

WHEREAS, the corporate authorities of the Village of Willowbrook (“Village”) have determined it is necessary and in the best interest of the Village to retain the services of professionals experienced in preparing and providing contract bidding documents, general conditions and bid forms on behalf of the Village; and

WHEREAS, the corporate authorities of the Village have determined the proposal received from Engineering Solutions Team, Co. to be acceptable, and further find that it is in the best interest of the Village to accept and approve the proposal of Engineering Solutions Team, Co. to provide such services to the Village.

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

SECTION 1: The proposal/agreement submitted by Engineering Solutions Team, Co. to prepare and provide contract bidding documents, general conditions and bid forms to the Village for the Village of Willowbrook Community Resource Center, is hereby accepted and approved upon the terms and conditions set forth in that certain proposal/agreement attached hereto as Exhibit “A”, and made a part hereof, at a total cost not to exceed \$16,500.00.

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

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

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

PASSED and APPROVED this 24th day of January, 2022, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”



January 07, 2022

Mr. Brian Pabst: City Administrator
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527-5549

SUBJECT: Development of the Required Contract Bidding Documents.

For the Remodeling of the Community Resource Center
Proposal and DRAFT Agreement

Dear Mr. Pabst:

The required bidding process to obtain a professional building contractor to construct the desired improvements to the Village CRC Building requires the development of professional bidding documents. Unfortunately, over the last several months we have learned that Batistich, the Village contracted architect, is unable and unwilling to develop the required Contract Bidding Documents, complete with the Bidding Forms and Instructions and the required General Conditions.

Based on our discussions yesterday, Engineering Solutions Team has prepared this Proposal and DRAFT Agreement to develop the required Contract Bidding Documents, complete with the Bidding Forms and Instructions and the required General Conditions.

Proposed Scope of Work:

The Scope of Work to develop the required the Contract Bidding Documents, to prepare for construction of The Village of Willowbrook Community Resource Center, includes the following:

- Development of the Village of Willowbrook Project General Conditions Booklet. [similar to that as previously transmitted to you.]
- Development of the Village of Willowbrook Contract Document Booklet, complete with all required Bidding Forms and Instructions and Contractor Certifications. [Similar to that as previously transmitted to you.]
- The Complete Plan will be Organized and put together to include the Batistich Building Plan, the Novotny Site Plan, the Medlin Plan and the Pentegra Plan.
- The Bid Forms will be broken down to include required pay items for the Building Plan and the Site Plan and the Medlin Plan and the Pentegra Plan.
- At this time, it appears that it is NOT cost-effective for a Project Architectural Specification Booklet to be developed for this project.

This Assignment Schedule:

- The complete Plan and Documents will be ready to initiate bidding on January 26, 2021.



Owner Responsibility:

- The **Owner** will be responsible to openly communicate and coordinate to the **Owner's Rep Team** pertaining to any and all issues and concerns that arise during the implementation of this Assignment.
- The **Owner** will accompany the **Owner's Rep Team** to all meetings of importance with the Village.

Insurance:

The Engineering Solutions Team, Company carries \$1,000,000.00 / \$2,000,000.00 of Professional Liability Insurance with Continental Casualty Company through The David Agency / CNA Insurance Companies / V.O. Schinnerer & Co. The Engineering Solutions Team, Company also carries business liability insurance with an aggregate of \$4,000,000.00 with The State Auto Insurance Companies. If the **Village of Willowbrook** would like to be listed as an additional insured for this project; please advise the Engineering Solutions Team, Company.

Project Manager's Level of Effort and Compensation:

Based on the above described work, the **Project Manager** proposes to be compensated as follows:

Engineering and Project Management Efforts:

➤ Development of the General Conditions Booklet	=	\$ 5,000.
➤ Development of the Contract Document	=	\$ 3,000.
➤ Development of the Complete Project Bidding Forms	=	\$ 3,000.
➤ Complete Plan Compilation	=	\$ 3,000.
➤ Organization of the Bidding Process	=	<u>\$ 2,500.</u>
Proposed Project Management Efforts and Fees		= \$ 16,500.

Additional Services:

Although Engineering Solutions Team has the capability and would be pleased to perform the following services, our proposal considers the following listed services as "Additional Services".

- Engineering Solutions Team is acting as the Village Project Manager and does not intend to put a Professional Seal on this Plan..
- Development of a Project Architectural Specification Booklet is not included in this proposal.

Term of This Agreement:

It is intended that all terms of this Agreement will apply till January 10, 2022. Should the **Owner** postpone concurrence with this Agreement beyond the January 10 date; then the **Engineer** reserves the right to review and adjust the required schedule, scope, efforts and fees for this Assignment.



Close:

The Engineering Solutions Team looks forward to the opportunity to continue to provide Engineering Services to **The Village of Willowbrook**. If you have further thoughts or questions, please do not hesitate to contact me.

Furthermore; I will ensure that the Said work will be performed as described. This letter is intended to act as our Agreement.

Respectfully,

Edward J Kalina

Edward J Kalina, PE

President, Village Owner's Representative

Cc: Mr. Eduardo J Martinez, Owner's Project Representative Architect

I have reviewed this Proposal, and I and the VOW Board hereby agree to the terms of this agreement.

Brian Pabst / Village Administrator

Signature and Date

Village of Willowbrook