

## 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 22, 2024 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OFFICIAL APPOINTMENT TO RANK OF SERGEANT
  - a. INEZ BENSON
6. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (Approve)
  - b. Minutes - Board of Trustees Regular Meeting January 8, 2024 (APPROVE)
  - c. Minutes - Board of Trustees Special Meeting Budget Workshop #1 January 11, 2024 (APPROVE)
  - d. Warrants \$1,175,183.30
  - e. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE AMENDING TITLE 8, ENTITLED "TRAFFIC REGULATIONS", CHAPTER 4, ENTITLED "RULES FOR DRIVING", SECTION 8-4-11, ENTITLED "RESTRICTED TURNS", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK (PASS)
  - f. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION CREATING AND APPROVING THE VILLAGE OF WILLOWBROOK NON-UNION EMPLOYEE PAY PLAN STRUCTURE (ADOPT)
  - g. MOTION - A MOTION FOR A BUDGET AMENDMENT TO THE WATER FUND (PASS)

NEW BUSINESS

7. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING A LEGAL SERVICES AGREEMENT FOR ADMINISTRATIVE HEARING OFFICERS FOR THE VILLAGE OF WILLOWBROOK (ADOPT)

PRIOR BUSINESS

8. TRUSTEE REPORTS

9. ATTORNEY'S REPORT

10. CLERK'S REPORT

11. ADMINISTRATOR'S REPORT

12. MAYOR'S REPORT

13. EXECUTIVE SESSION

5 ILCS 120/2(c)(5)- The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether particular parcel should be acquired.

14. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JANUARY 8, 2024, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at 6:30 P.M. Mayor Trilla.

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Gayle Neal and Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Lauren Kaspar, Deputy Clerk Christine Mardegan and Director of Public Works Rick Valent.

Present via conference call was Village Trustee Michael Mistele.

ABSENT: Deputy Chief Benjamin Kadolph and Deputy Chief Gerard Wodka.

A QUORUM WAS DECLARED

MOTION TO APPROVE - A MOTION TO ALLOW TRUSTEE MICHAEL MISTELE TO ATTEND THE MEETING REMOTELY. (PASS)

Trustee Neal advised that a motion was necessary to allow Trustee Michael Mistele to attend the meeting remotely.

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

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

MOTION DECLARED CARRIED

3. PLEDGE OF ALLEGIANCE

Mayor Trills asked Mike Mallon of Mallon and Associates to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS.

None present and no written comments were received.

5. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting December 18, 2023 (APPROVE)
- c. Warrants \$237,257.48
- d. MOTION - MAYOR'S APPOINTMENT OF SAM LOUISE TO THE POLICE PENSION FUND BOARD (PASS)
- e. RESOLUTION NO. 24-R-01- A RESOLUTION TO ENDORSE THE LEGISLATIVE ACTION PROGRAM OF THE DUPAGE MAYORS AND MANAGERS CONFERENCE FOR THE 2024 LEGISLATIVE SESSION (ADOPT)

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

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

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

MOTION DECLARED CARRIED

OATH OF OFFICE

Clerk Hahn had the honor of swearing in the new member of the Police Pension Fund Board, Mr. Sam Louise. Mayor Trilla welcomed Mr. Louise.

NEW BUSINESS

6. PRESENTATION - AUDIT - FISCAL YEAR 2022/2023

Chief Financial Officer Flori introduced Thomas Siwicki, director with the auditing firm Sikich, to present the Annual Comprehensive Financial Report for the Fiscal Year ending April 30<sup>th</sup>, 2023. Mr. Siwicki thanked CFO Flori for her help and support throughout the audit process.

To begin, he noted that this is the 34th consecutive year that the Village has received the GFOA (Government Finance Officers Association) Certificate of Achievement for Excellence in Financial Reporting award based on the prior year's audit. The current audit will be submitted for the awards again in the coming year.

Mr. Siwicki reviewed the audit covering the following areas:

**The independent auditor's report:** The independent auditor's report is an unmodified opinion over the financial statements provided by the independent auditor, also known as a clean audit opinion. This is the highest level of assurance the auditors can provide, that the financial statements are free from material misstatement.

There was an additional audit opinion issued, under the Government Auditing Standards, to describe the scope of the auditors' testing of internal control and compliance and the results of that testing. This additional audit was required per the Illinois Grant Accountability and Transparency Act (GATA) based on the Village's level of grant expenditures.

**Management's Discussion and Analysis (MD&A):** The MD&A section is a comparison, provided by Village staff, between the current year and the prior year and provides an explanation of the changes.

**Financial Statements:** The balance sheets provide a statement of the Village's net position. The Net Position section is divided into three categories: net investment and capital assets, restricted net position and unrestricted net position. The unrestricted net position for the Village is approximately \$737,000 at the end of fiscal year 2023. Many communities show a deficit balance in this category due to unfunded pension liabilities. Willowbrook maintains a positive balance indicating good financial strength.

The **Statement of Activities**, essentially the income statement, breaks down the calculation of the net position balances. During fiscal year 2023, the government activities increase by \$2.1 million, while business activities decreased by \$280,000.

In the **Balance Sheet of Governmental Funds**, specifically looking at the General Fund, there is a balance of \$4.1 million in cash, compared to current liabilities, those due within the next fiscal year, of \$1.3 million. This indicates a sufficient cash balance to cover current, outstanding liabilities. The General Fund also has approximately \$11.4 million in Unassigned fund balances which can be spent for any purpose.

The **Income Statement** shows an increased net change in the General Fund balance of \$527,000, after \$4.4 million transferred out for capital purposes.

The balance sheet for the **Water Fund** has a cash balance of approximately \$4.9 million in cash in comparison to the current liabilities of \$3.2 million. The income statement for the Water Fund shows an operating income loss of approximately \$299,000. This figure identifies whether the fees being charged for the Water Fund are sufficient to cover operating expenses. With an adjustment for equipment depreciations, the net operating loss is approximately \$40,000. This is an area to monitor; that expenditures do not outpace the fees charged.

The **Fiduciary Fund** statements reflect the Police Pension Trust Fund and other Custodial Fund. Of note here is the investments in the Police Pension Trust Fund have been transferred to the statewide consolidate plan.

Reviewing the Village's net pension liability in the **Illinois Municipal Retirement Fund** (IMRF), at the end of 2022, IMRF's plan year end, that amount is approximately \$2.4 million, representing an 83% funded status. The change in funding status is due primarily due to the poor market conditions of the previous year. Even with the change, an 83% funded status is very good, one of the best in the state.

The **Police Pension Fund** has a net pension liability of \$14.7 million and a 63.6% funded status. This is consistent with most other municipalities' funds. The state is requiring a 90% funding level by 2040 for pension funds. The Village's goal is 100% funded by 2040.

Mr. Sawicki concluded his presentation by wishing everyone a good evening. Mayor Trilla thanked him for his time and the information. CFO Flori also thanked Mr. Sawicki and his team for all their support during the audit as well.

7. RESOLUTION NO. 24-R-02 - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN MALLON AND ASSOCIATES, INC. AND THE VILLAGE OF WILLOWBROOK TO PROVIDE PROFESSIONAL DEVELOPMENT AND BROKERAGE SERVICES TO THE VILLAGE (ADOPT)

Administrator Halloran indicated that staff is recommending an agreement with Mr. Mallon of Mallon and Associates to provide economic development and business recruiting consulting services. Mr. Mallon has been working in the industry for over thirty years; his experience and qualification statement is included in the agenda packet.

One of the goals of the Village is to continue over the next twenty years to not collect a property tax. As a part of that commitment, the Village must be aggressive in maintaining and increasing sales tax revenue. Mr. Mallon will be a consultant to help us achieve this goal. He has worked in several other communities. Staff is excited to have him as part of the Village's team.

Trustee Neal welcomed Mr. Mallon and noted that she is in favor of this addition to the Village, indicating this is an important move in the right direction to expand community business.

Mr. Mallon thanked the Board and the Mayor for the opportunity to work with the Village.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Neal to adopt Resolution 24-R-02 as presented.

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

MOTION DECLARED CARRIED

8. POLICE DEPARTMENT STAFFING

a. ORDINANCE NO. 24-O-01 - AN ORDINANCE AMENDING SECTION 5-1-1 ENTITLED "CREATION AND COMPOSITION OF DEPARTMENT", OF CHAPTER 1, ENTITLED "POLICE DEPARTMENT", OF TITLE 5 ENTITLED "POLICE REGULATIONS", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS (PASS)

Chief Kaspar noted that this is a two-part ordinance and resolution that go hand and hand. The ordinance addresses the composition of the Police department to add a fourth sergeant. In going forward with 12-hour shift staffing, there will be a need for a fourth sergeant. With the addition of a sergeant position, the department remains at 27 sworn officers.

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to pass Ordinance No. 23-O-01 as presented.

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

MOTION DECLARED CARRIED

b. RESOLUTION NO. 24-R-03 - A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD OF POLICE COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF SERGEANT WITHIN THE VILLAGE POLICE DEPARTMENT (ADOPT)

MOTION: Made by Trustee Ruffolo and seconded by Trustee Astrella to adopt Resolution 24-R-03 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION NO. 24-R-04 - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND THE VILLAGE CLERK TO ATTEST TO A THREE (3) YEAR AGREEMENT WITH ADVANCE SWEEPING SERVICES, INC. TO PROVIDE STREET SWEEPING SERVICES IN THE VILLAGE OF WILLOWBROOK (ADOPT)

Director Valent stated that staff coordinated a joint RFB (Request for Bids) process, a first for this type of service, coordinating jointly with the Villages of Willowbrook, Burr Ridge, and Clarendon Hills, and the City of West Chicago.

The concept behind the multi-municipality RFB process is to present an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend in lower pricing.

Each municipality would then have the right to review and independently approve or reject the bid award and execute their own agreement. One bid was received from Advance Sweeping Services with Willowbrook pricing for a three-year contract at \$11,957.00 for five sweeps per season.

Mayor Trilla asked Director Valent if he felt an economy of scale was reached by the multi-municipality bidding. Director Valent indicated that he felt the numbers reflected savings in the bid process.

Administrator Halloran added that there will be no increase during the three years of the contract. The multi-municipality bidding process has been part of a working group of the DMMC (DuPage Mayors and Managers Conference). This is the first item that was a part of that group effort, with Willowbrook leading the first. This process is exciting for the Village and neighboring communities.

MOTION: Made by Trustee Berglund and seconded by Trustee Davi to adopt Resolution 24-R-04 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal thanked staff, Administrator Halloran, and CFO Flori for a thorough audit report. She felt this report is far superior to documents received in the past. She offered her congratulations and thanks.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

**11. ATTORNEY'S REPORT**

Attorney Durkin had no report but wished everyone a Happy New Year.

**12. CLERK'S REPORT**

Clerk Hahn had no report.

**13. ADMINISTRATOR'S REPORT**

Administrator Halloran wanted to thank Mr. Arteaga for his work with the joint bidding process. He not only led the initiative but also helped instruct the other four communities in the process. He offered a lot of credit for a job well done.

He also thanked CFO Flori for her help with the audit. Joining the Village in February, she had her work cut out for her with many areas needing fixing.

**14. MAYOR'S REPORT**

Mayor Trilla had no report.

**15. EXECUTIVE SESSION**

There was no executive session this evening.

**16. ADJOURNMENT**

MOTION: Made by Trustee Ruffolo and seconded by Trustee Neal to adjourn the Regular Meeting at the hour of 7:01 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.

\_\_\_\_\_, 2024

\_\_\_\_\_  
Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK FOR BUDGET WORKSHOP #1 HELD ON THURSDAY, JANUARY 11, 2024, AT 5:30 P.M. AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those physically present at roll call were Mayor Frank Trilla, Village Clerk Debbie Hahn, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Gayle Neal, and Gregory Ruffolo, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Director of Public Works Rick Valent, Public Works Foreman AJ Passero, Chief Lauren Kaspar.

Absent: Village Trustee Michael Mistele, Deputy Chief Benjamin Kadolph, and Deputy Chief Gerard Wodka.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Mr. Arteaga to lead the pledge of allegiance.

4. VISITORS' BUSINESS

No visitors were present.

5. BUDGET WORKSHOP #1

a. 2023-2024 General Fund Budget Update

Administrator Halloran indicated that tonight's discussion would cover the current fiscal year General Fund budget update and the five-year CIP program. At the February meeting, the discussion will cover the current budget, the department heads will outline their achievements of the past year and their budget for the upcoming year. In March, at Budget Workshop #3, the discussion will include an update on the Water Fund, the Business District Fund, and the TIF fund, for the current year as well as the upcoming year. A review of the final budget for fiscal year 2024/2025 will also be covered at the March meeting. The Public Hearing and final Board approval is scheduled for the regular April 8<sup>th</sup> Board meeting.

Administrator Halloran noted that the 2022/2023 audit has just been completed and congratulated CFO Flori on a job well done. He mentioned that this audit included a DOJ (Department of Justice) audit for the COPS (Community Oriented Policing Services) grant. There were some issues with previous accounting procedures which necessitated CFO Flori searching five years of records to locate the information required. Although the Village expects to receive the full grant award, CFO Flori and Chief Kaspar are working diligently to consolidate all the required information by the March 2024 deadline.

The Business District Fund, which encompasses the Willowbrook Town Center and the businesses located in the Pete's Fresh Market plaza, includes only revenue from those businesses and the only expenditures are the RDA agreements with Pete's Fresh Market, and Sketchers and Marshalls in the Town Center, and some litigation related to the business district. Generally, this fund holds a surplus of approximately \$200,000 to \$300,000. However up to this point, this fund did not hold a separate interest income account. This matter has also been rectified.

The overall financial position of the Village remains strong, with an over \$2 million surplus for the current fiscal year. The Village's credit rating remains at the highest possible level. The fund balance is required in the range of 40-50% and is currently at 61%. Overall expenditures continue to trend downward. Revenues are unexpectedly higher due to a stronger local economy.

#### Review of General Fund Expenditures:

	2022-23 Actual	2023-2024 Approved Budget	2023-2024 Estimate	Difference between 23-24 Budget and Estimate
Village Administrator's Office (VAO) *	\$3,296,133	\$2,816,536	\$3,151,193	\$334,657
Community Development	\$421,845	\$587,320	\$527,685	-\$59,635
Parks and Recreation	\$700,443	\$799,045	\$693,161	-\$105,884
Police	\$6,286,475	\$6,361,511	\$6,290,307	-\$71,204
Public Works	\$1,545,545	\$1,163,119	\$1,159,441	-\$3,678
Capital Improvement Program	\$3,525,240	\$2,609,100	\$2,357,963	-\$251,137
<b>TOTAL OPERATING</b>	<b>\$12,250,441</b>	<b>\$11,727,531</b>	<b>\$11,821,787</b>	<b>\$94,256</b>
<b>TOTAL EXPENDITURES</b>	<b>\$15,775,681</b>	<b>\$14,336,631</b>	<b>\$14,179,750</b>	<b>-\$156,881</b>

\*Includes Board of Trustees, Board of Police Commissioners, Administration, and Finance

## Comments:

- The increase in the Village Administrator's office budget was due to the unbudgeted purchase of security cameras in conjunction with the Organized Retail Crime Program grant from the Illinois Attorney General's office.
- Community Development is almost \$60,000 lower than budgeted primarily due to the Director and his team using the contractors less by moving some of that work in-house.
- Parks & Recreation has a \$105,000 decrease due in large part to the slowdown in active adult activities over a 4- to 5-month period.
- The decrease of approximately \$71,000 in the Police budget is mainly due to a decrease in overtime costs.
- Public Works has done a tremendous job in controlling costs. In fiscal year 2021/2022 the actual spending was \$1.9 million, for 2022/2023, \$1.5 million, and this year the expected spending is \$1.1 million. Most of the cost savings are a result of increased operational efficiency without a reduction in services.
- In the Capital Improvement Program, savings of approximately \$250,000 have been realized, primarily due to project bid pricing coming in lower than expected.

## Review of General Fund Revenues:

	2022-23 Actual	2023-2024 Approved Budget	2023-2024 Estimate	Difference between 23-24 Budget and Estimate
Taxes	\$12,959,346	\$12,315,724	\$13,028,234	\$712,510
Intergovernmental	\$738,232	\$225,000	\$410,000	\$185,000
Licenses And Permits	\$461,040	\$527,058	\$570,173	\$43,115
Fines	\$1,074,078	\$967,459	\$1,116,105	\$148,646
Charges For Services	\$492,116	\$449,304	\$309,040	-\$140,264
Miscellaneous	\$634,621	\$193,000	\$347,535	\$154,535
Interest Income	\$162,892	\$118,653	\$388,753	\$270,100
<b>TOTAL GENERAL FUND REVENUES</b>	<b>\$16,522,324</b>	<b>\$14,796,198</b>	<b>\$16,169,840</b>	<b>\$1,373,642</b>

Comments:

- The increase in tax revenue of about \$712,000 is due to the unexpected increase in the sales tax (up 6%), home rule sales tax (up 5%), places for eating (up 12%), and gas tax (up 27%). Income tax also came in higher than expected, higher than the prediction received from the State of Illinois.
- Building permit fees, primarily for residential development, are estimated to come in \$45,000 higher than budgeted.
- Red Light fees are expected to come in \$150,000 over the budget estimate and are expected to garner over \$1.0 million this year.
- Miscellaneous revenue is higher than expected due to the Intergovernmental Agreements for services provide to the Indian Prairie Public Library and Gower West School District.
- Interest income is also expected to come in higher based on the banks' predictions.
- Total General Fund revenue is expected at \$16.1 million, with expenditures at \$14.1 million. When the 2023-2024 budget was approved, the surplus was expected to be around \$459,000 and now it appears the surplus will be nearly \$2 million, with a General Fund balance of \$7.2 million as opposed to the estimate of \$5.2 million, with the corresponding funding percentage going from 45% to 61%.

b. 2024-2029 Capital Improvement Program (CIP)

Administrator Halloran broke down the categories included in the 2024/2025 CIP:

- Design - The Design category is generally a placeholder and accounts for 2% of the cost of the designated, upcoming projects.
- Road and Sidewalk Infrastructure
  - Executive Drive Storm Water Improvement project, at \$3.2 million, using General Obligation bonds.
  - Brookbank Road Storm Water project - at \$16,000, using the General Fund.
- Village Equipment
  - Street Sign replacement - \$16,000, using the General Fund.
  - Park Grill replacement - \$5,000, using the General Fund.
  - Mobile Livescan purchase - \$15,000, using the General Fund.
  - Combo Loader replacement - \$185,000, using the General Fund.

- Village Facilities
  - Borse Community Park Improvement Phase II - \$2,200,000, using General Obligation bond.
  - Creekside Park Improvement project - \$1,300,000, using General Obligation bond.
  - Farmingdale Terrace Park Improvement project - \$925,000, using General Obligation bond.
  - Replacement of fishing pier at Willow Pond - \$30,000, using General Fund.
  - Emergency Operations Center installation - \$50,000, using General Fund.
  - Public Works Facility improvements (kitchen) - \$12,000, using General Fund.
- Water Infrastructure
  - Water Tower maintenance - \$25,000, using Water Fund.

In the five-year CIP, the projects in the upcoming year are the most ambitious. Water meter replacement is also scheduled to take place within the scope of this 5-year plan.

Staff are seeking direction in the use of the General Obligation bonds to pay for park improvements. Using the GO bonds for these projects will allow the projects to go forward sooner and maintain a greater surplus in the other funds. The consensus of the Board is that park improvement is an appropriate use of the GO bonds.

#### 6. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Astrella to adjourn the Special Meeting at the hour of 6:19 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2024.

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Frank A. Trilla, Mayor

## W A R R A N T S

January 22, 2024

GENERAL CORPORATE FUND	-----	\$ 328,113.50
WATER FUND	-----	\$ 168,918.99
CAPITAL PROJECT FUND	-----	\$ 675,801.67
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$ 2,349.14
TOTAL WARRANTS	-----	\$ 1,175,183.30

Lora Flori, Director of Finance

## APPROVED:

Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/22/2024		APCH	101294	A FREEDOM FLAG CO	MAINTENANCE	725-410	35	724.95
01/22/2024		APCH	101296#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	851.77
					INTERNET/WEBSITE HOSTING	460-225	10	128.16
					INTERNET/WEBSITE HOSTING	640-225	30	3,177.74
					INTERNET/WEBSITE HOSTING	715-225	35	128.30
					INTERNET/WEBSITE HOSTING	715-225	35	128.16
					INTERNET/WEBSITE HOSTING	715-225	35	138.22
					INTERNET/WEBSITE HOSTING	715-225	35	128.16
					CHECK APCHK 101296 TOTAL FOR FUND 01:			4,680.51
01/22/2024		APCH	101298	ADMINISTRATIVE CONSULTING SPECIA	FEES/DUES/SUBSCRIPTIONS	455-307	10	2,083.33
					FEES/DUES/SUBSCRIPTIONS	455-307	10	2,083.33
					FEES/DUES/SUBSCRIPTIONS	455-307	10	2,083.33
					CHECK APCHK 101298 TOTAL FOR FUND 01:			6,249.99
01/22/2024		APCH	101299	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - ADJUDICATOR	630-246	30	18,910.00
					RED LIGHT - ADJUDICATOR	630-246	30	22,303.00
					CHECK APCHK 101299 TOTAL FOR FUND 01:			41,213.00
01/22/2024		APCH	101300	ANNA GRANCARICH	SPECIAL EVENTS	310-817	00	147.00
01/22/2024		APCH	101301	ASPEN AUTO BODY INC.	REIMBURSEMENTS - IRMA	310-901	00	726.60
					REIMBURSEMENTS - IRMA	310-901	00	1,663.20
					REIMBURSEMENTS - IRMA	310-901	00	1,993.37
					CHECK APCHK 101301 TOTAL FOR FUND 01:			4,383.17
01/22/2024		APCH	101303#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	168.84
					TELEPHONES	710-201	35	288.57
					CHECK APCHK 101303 TOTAL FOR FUND 01:			457.41
01/22/2024		APCH	101304	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	650.00
01/22/2024		APCH	101306	BUCKEYE POWER SALES CO INC	MAINTENANCE - BUILDING	466-228	10	713.48
01/22/2024		APCH	101308*#	CARROLL CONSTRUCTION SUPPLY	MAINTENANCE SUPPLIES	570-331	20	101.40
					MAINTENANCE SUPPLIES	570-331	20	204.00
					CHECK APCHK 101308 TOTAL FOR FUND 01:			305.40

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/22/2024		APCH	101309#	CASE LOTS, INC	MAINTENANCE - BUILDING	630-228	30	756.45
					MAINTENANCE	725-410	35	370.00
					CHECK APCHK 101309 TOTAL FOR FUND 01:			1,126.45
01/22/2024		APCH	101310	CLASS ACT	COMMUNITY EVENTS	585-522	20	2,760.00
01/22/2024		APCH	101311#	COMCAST CABLE	INTERNET/WEBSITE HOSTING	640-225	30	474.25
					INTERNET/WEBSITE HOSTING	715-225	35	689.70
					CHECK APCHK 101311 TOTAL FOR FUND 01:			1,163.95
01/22/2024		APCH	101312#	COMED	ENERGY/COMED (835 MIDWAY)	466-240	10	62.54
					RED LIGHT - ADJUDICATOR	630-246	30	38.00
					RED LIGHT - ADJUDICATOR	630-246	30	92.46
					RED LIGHT - ADJUDICATOR	630-246	30	89.93
					ENERGY - STREET LIGHTS	745-207	35	61.47
					ENERGY - STREET LIGHTS	745-207	35	619.23
					ENERGY - STREET LIGHTS	745-207	35	1,552.31
					ENERGY - STREET LIGHTS	745-207	35	737.95
					CHECK APCHK 101312 TOTAL FOR FUND 01:			3,253.89
01/22/2024		APCH	101313*#	COMMERCIAL TIRE SERVICE, INC	CONTINGENCIES	430-799	00	495.62
01/22/2024		APCH	101314#	CONNECTA SATELLITE SOLUTIONS LLC	PHONE - TELEPHONES	455-201	10	72.79
					PHONE - TELEPHONES	630-201	30	72.79
					CHECK APCHK 101314 TOTAL FOR FUND 01:			145.58
01/22/2024		APCH	101315	DU-COMM	OPERATING EQUIPMENT	630-401	30	59.34
					RADIO DISPATCHING	675-235	30	3,803.11
					RADIO DISPATCHING	675-235	30	81,390.25
					CHECK APCHK 101315 TOTAL FOR FUND 01:			85,252.70
01/22/2024		APCH	101316	DUPAGE COUNTY CLERK	EDP LICENSES	640-263	30	750.00
01/22/2024		APCH	101317#	DUPAGE COUNTY PUBLIC WORKS	SANITARY (835 MIDWAY)	466-251	10	199.54
					SANITARY (835 MIDWAY)	466-251	10	36.67
					SANITARY (825 MIDWAY)	570-250	20	52.21
					SANITARY (7760 QUINCY)	630-250	30	201.84
					CHECK APCHK 101317 TOTAL FOR FUND 01:			490.26

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/22/2024		APCH	101318*#	ELROD FRIEDMAN LLP	CODIFY ORDINANCES	455-266	10	1,966.50
					CODIFY ORDINANCES	455-266	10	167.50
					CHECK APCHK 101318 TOTAL FOR FUND 01:			2,134.00
01/22/2024		APCH	101320	FLOCK SAFETY	OTHER PROFESSIONAL SERVICES	540-425	30	5,000.00
01/22/2024		APCH	101321	GOVERNMENT FINANCE OFFICERS ASSO	FEES/DUES/SUBSCRIPTIONS	610-307	25	460.00
01/22/2024		APCH	101322*#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE	210-204	00	15,840.38
					LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	71.98
					LIFE INSURANCE - COMMISSIONERS	435-148	07	23.60
					HEALTH/DENTAL/LIFE INSURANCE	455-141	10	6,122.30
					LIFE INSURANCE - PLAN COMMISSION	510-340	15	78.47
					HEALTH/DENTAL/LIFE INSURANCE	550-141	20	2,726.58
					HEALTH/DENTAL/LIFE INSURANCE	630-141	30	45,834.53
					HEALTH/DENTAL/LIFE INSURANCE	710-141	35	4,816.64
					HEALTH/DENTAL/LIFE INSURANCE	810-141	40	6,167.98
					CHECK APCHK 101322 TOTAL FOR FUND 01:			81,682.46
01/22/2024		APCH	101323	GROOT, INC.	WASTE STICKER INVENTORY	130-112	00	3,240.00
01/22/2024		APCH	101324	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	630-201	30	75.00
					PHONE - TELEPHONES	630-201	30	600.00
					CHECK APCHK 101324 TOTAL FOR FUND 01:			675.00
01/22/2024		APCH	101325*#	HOME DEPOT CREDIT SERVICES	STREET IMPROVEMENTS	765-685	35	83.40
01/22/2024		APCH	101327	IL PUBLIC WORKS MUTUAL AID NETWO	FEES/DUES/SUBSCRIPTIONS	710-307	35	100.00
01/22/2024		APCH	101328	INDUSTRIAL ELECTRICAL SUPPLY	MAINTENANCE - BUILDING	466-228	10	132.60
01/22/2024		APCH	101329	IRMA	SELF INSURANCE - DEDUCTIBLE	480-273	10	4,315.47
01/22/2024		APCH	101330	KEVIN J. WOOD	ACTIVE ADULT PROGRAM	590-517	20	300.00
01/22/2024		APCH	101331	KODIAK CONTRACTORS	ACTIVE ADULT PROGRAM	590-517	20	500.00
01/22/2024		APCH	101332#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	455-315	10	150.00
					COPY SERVICE	630-315	30	150.00
					COPY SERVICE	630-315	30	150.00
					COPY SERVICE	810-315	40	150.00
					CHECK APCHK 101332 TOTAL FOR FUND 01:			600.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/22/2024		APCH	101334*	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	12,540.00
					FINANCIAL SERVICES	620-252	25	5,000.00
					CHECK APCHK 101334 TOTAL FOR FUND 01:			17,540.00
01/22/2024		APCH	101335	LEONARD B CANNATA	RED LIGHT - ADJUDICATOR	630-246	30	726.00
01/22/2024		APCH	101336	MICHELLE GIBBONS PRESENTS	ACTIVE ADULT PROGRAM	590-517	20	350.00
01/22/2024		APCH	101337*	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING	466-228	10	15,463.00
					MAINTENANCE - BUILDING	466-228	10	1,222.50
					MAINTENANCE - EQUIPMENT	570-411	20	640.00
					MAINTENANCE - BUILDING	630-228	30	1,472.50
					CHECK APCHK 101337 TOTAL FOR FUND 01:			18,798.00
01/22/2024		APCH	101339*	NICOR GAS	MAINTENANCE - BUILDING	466-228	10	484.32
					NICOR GAS (835 MIDWAY)	466-236	10	545.54
					NICOR GAS (7760 QUINCY)	630-235	30	1,062.11
					NICOR GAS	725-415	35	800.33
					CHECK APCHK 101339 TOTAL FOR FUND 01:			2,892.30
01/22/2024		APCH	101340	OCCUPATIONAL HEALTH CENTERS	PERSONNEL RECRUITMENT	630-131	30	368.00
01/22/2024		APCH	101341	ON-TARGET SOLUTIONS GROUP INC	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	900.00
01/22/2024		APCH	101342	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	7,407.75
01/22/2024		APCH	101343	POWERDMS INC	EDP LICENSES	640-263	30	1,987.50
01/22/2024		APCH	101344	RATHS, RATHS & JOHNSON, INC.	ENGINEERING SERVICES	820-262	40	1,587.50
					ENGINEERING SERVICES	820-262	40	1,950.00
					CHECK APCHK 101344 TOTAL FOR FUND 01:			3,537.50
01/22/2024		APCH	101345	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	81.54
					OPERATING EQUIPMENT	630-401	30	590.33
					OPERATING EQUIPMENT	630-401	30	48.00
					CHECK APCHK 101345 TOTAL FOR FUND 01:			719.87
01/22/2024		APCH	101346	READY REFRESH	COMMISSARY PROVISION	455-355	10	196.38
01/22/2024		APCH	101348	RUSSO'S POWER EQUIPMENT	OPERATING SUPPLIES & EQUIPMENT	710-401	35	1,439.97
01/22/2024		APCH	101349	RUTH LAKE COUNTRY CLUB	ACTIVE ADULT PROGRAM	590-517	20	3,501.40

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
01/22/2024		APCH	101350	SAFE BUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	2,541.50
					BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	526.24
					CHECK APCHK 101350 TOTAL FOR FUND 01:			3,067.74
01/22/2024		APCH	101351	SERVICE SANITATION INC	COMMUNITY EVENTS	585-522	20	925.00
01/22/2024		APCH	101352	STONE WHEEL, INC.	MAINTENANCE - BUILDING	630-228	30	47.60
					MAINTENANCE - BUILDING	630-228	30	331.51
					MAINTENANCE - BUILDING	630-228	30	179.86
					CHECK APCHK 101352 TOTAL FOR FUND 01:			558.97
01/22/2024		APCH	101353	SUBURBAN DOOR CHECK & LOCK SERVI	MAINTENANCE - BUILDING	630-228	30	150.00
01/22/2024		APCH	101354*#	TAMELING GRADING	MAINTENANCE	725-410	35	530.00
					STREET IMPROVEMENTS	765-685	35	770.00
					CHECK APCHK 101354 TOTAL FOR FUND 01:			1,300.00
01/22/2024		APCH	101355*#	TAMELING INDUSTRIES	MAINTENANCE	725-410	35	189.00
01/22/2024		APCH	101356	THOMAS J BRESCIA	FEES - FIELD COURT ATTORNEY	630-241	30	1,850.00
01/22/2024		APCH	101357	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	300.00
01/22/2024		APCH	101358	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	216.21
01/22/2024		APCH	101359	TRAFFIC CONTROL & PROTECTIONS	ROAD SIGNS	755-333	35	93.10
					ROAD SIGNS	755-333	35	261.85
					ROAD SIGNS	755-333	35	576.00
					ROAD SIGNS	755-333	35	187.70
					ROAD SIGNS	755-333	35	129.00
					CHECK APCHK 101359 TOTAL FOR FUND 01:			1,247.65
01/22/2024		APCH	101360	TRANSUNION RISK AND ALTERNATIVE	FEES/DUES/SUBSCRIPTIONS	630-307	30	75.00
01/22/2024		APCH	101363	VESCO OIL CORPORATION	MAINTENANCE - BUILDING	630-228	30	994.95
01/22/2024		APCH	101364#	WAREHOUSE DIRECT, INC.	OFFICE SUPPLIES	455-301	10	192.46
					OFFICE SUPPLIES	455-301	10	46.08
					OFFICE SUPPLIES	455-301	10	20.36
					UNIFORMS	630-345	30	(28.89)
					UNIFORMS	630-345	30	(1.25)
					OFFICE SUPPLIES	710-301	35	54.50

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					UNIFORMS	810-345	40	248.46
					CHECK APCHK 101364 TOTAL FOR FUND 01:			531.72
01/22/2024	APCH	101366	WEX HEALTH, INC		FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
01/22/2024	APCH	101367	WILLIAM SONNY HUFFMAN		ACTIVE ADULT PROGRAM	590-517	20	100.00
01/22/2024	APCH	351 (E) #	AMAZON CAPITAL SERVICES		OFFICE SUPPLIES	455-301	10	250.08
					COMMUNITY EVENTS	585-522	20	49.99
					OFFICE SUPPLIES	610-301	25	13.99
					OFFICE SUPPLIES	630-301	30	339.36
					OPERATING EQUIPMENT	630-401	30	9.51
					EDP EQUIPMENT/SOFTWARE	640-212	30	299.99
					COMMODITIES	670-331	30	879.42
					OPERATING SUPPLIES & EQUIPMENT	710-401	35	28.99
					OFFICE SUPPLIES	810-301	40	134.97
					CHECK APCHK 351(E) TOTAL FOR FUND 01:			2,006.30
					Total for fund 01 GENERAL FUND			328,113.50

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
01/22/2024		APCH	101295	A&W TRAILER LLC	VEHICLE MAINTENANCE	401-350	50	11.98
01/22/2024		APCH	101297	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	104.08
01/22/2024		APCH	101302	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	736.00
01/22/2024		APCH	101305	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	425.00
01/22/2024		APCH	101307	BUTTREY RENTAL SERVICE, INC.	STREET IMPROVEMENTS SERVICES	430-281	50	275.00
01/22/2024		APCH	101308*#	CARROLL CONSTRUCTION SUPPLY	STREET IMPROVEMENTS SERVICES	430-281	50	791.76
					OPERATING EQUIPMENT	430-401	50	479.55
					CHECK APCHK 101308 TOTAL FOR FUND 02:			1,271.31
01/22/2024		APCH	101313*#	COMMERCIAL TIRE SERVICE, INC	VEHICLE MAINTENANCE	401-350	50	436.56
					VEHICLE MAINTENANCE	401-350	50	673.36
					CHECK APCHK 101313 TOTAL FOR FUND 02:			1,109.92
01/22/2024		APCH	101319	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	4,500.00
					SPOILS HAULING SERVICES	430-280	50	4,500.00
					CHECK APCHK 101319 TOTAL FOR FUND 02:			9,000.00
01/22/2024		APCH	101322*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,147.93
					HEALTH/DENTAL/LIFE INSURANCE	401-141	50	5,887.00
					CHECK APCHK 101322 TOTAL FOR FUND 02:			7,034.93
01/22/2024		APCH	101325*#	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	264.26
					OPERATING EQUIPMENT	430-401	50	158.50
					OPERATING EQUIPMENT	430-401	50	457.74
					CHECK APCHK 101325 TOTAL FOR FUND 02:			880.50
01/22/2024		APCH	101334*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	8,360.00
01/22/2024		APCH	101347	REGIONAL TRUCK EQUIPMENT CO	VEHICLE MAINTENANCE	401-350	50	5,560.00
01/22/2024		APCH	101354*#	TAMELING GRADING	STREET IMPROVEMENTS SERVICES	430-281	50	4,647.00
01/22/2024		APCH	101355*#	TAMELING INDUSTRIES	SPOILS HAULING SERVICES	430-280	50	120.38
					STREET IMPROVEMENTS SERVICES	430-281	50	378.00
					CHECK APCHK 101355 TOTAL FOR FUND 02:			498.38

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 01/10/2024 - 01/24/2024

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
01/22/2024		APCH	101361	ULINE	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	352.41
01/22/2024		APCH	101362	VARIVERGE LLC	PRINTING & PUBLISHING POSTAGE & METER RENT	401-302 401-311	50 50	905.22 827.72
					CHECK APCHK 101362 TOTAL FOR FUND 02:			1,732.94
01/22/2024		APCH	101365	WEST SIDE TRACTOR SALES	VEHICLE MAINTENANCE	401-350	50	222.20
01/22/2024		APCH	352 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	126,697.34
					Total for fund 02 WATER FUND			168,918.99

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
01/11/2024		APCH	101291	HOPPY'S LANDSCAPING, INC.	MIDWAY PARK UPGRADE	600-342	55	114,341.49
01/11/2024		APCH	101292	MARTAM CONSTRUCTION, INC.	MIDWAY PARK UPGRADE			** VOIDED **
					MIDWAY PARK UPGRADE			** VOIDED **
01/17/2024		APCH	101293	MARTAM CONSTRUCTION, INC.	MIDWAY PARK UPGRADE	600-342	55	13,498.57
					MIDWAY PARK UPGRADE	600-342	55	3,956.45
					CHECK APCHK 101293 TOTAL FOR FUND 10:			17,455.02
01/22/2024		APCH	101308*#	CARROLL CONSTRUCTION SUPPLY	MIDWAY PARK UPGRADE	600-342	55	243.00
01/22/2024		APCH	101325*#	HOME DEPOT CREDIT SERVICES	MIDWAY PARK UPGRADE	600-342	55	23.46
					MIDWAY PARK UPGRADE	600-342	55	631.96
					MIDWAY PARK UPGRADE	600-342	55	46.00
					MIDWAY PARK UPGRADE	600-342	55	(412.96)
					CHECK APCHK 101325 TOTAL FOR FUND 10:			288.46
01/22/2024		APCH	101326	HOPPY'S LANDSCAPING, INC.	BORSE PARK IMPROVEMENT PROJECT	600-340	55	266,742.99
					MIDWAY PARK UPGRADE	600-342	55	158,995.86
					CHECK APCHK 101326 TOTAL FOR FUND 10:			425,738.85
01/22/2024		APCH	101333	LANDWORKS LTD	MIDWAY PARK UPGRADE	600-342	55	112,266.45
01/22/2024		APCH	101338	NATIONAL POWER RODDING CORP	BORSE PARK IMPROVEMENT PROJECT	600-340	55	5,468.40
					Total for fund 10 CAPITAL PROJECT FUND			675,801.67

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
01/22/2024		APCH	101318*#	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	1,966.50
01/22/2024		APCH	101322*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	382.64
				TOTAL - ALL FUNDS	Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			2,349.14
								1,175,183.30

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

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



## BOARD OF TRUSTEES MEETING

**AGENDA ITEM NO: 6.e..**

**DATE:** January 22, 2024

**SUBJECT:**

AN ORDINANCE AMENDING TITLE 8, ENTITLED "TRAFFIC REGULATIONS", CHAPTER 4, ENTITLED "RULES FOR DRIVING", SECTION 8-4-11, ENTITLED "RESTRICTED TURNS", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK

### STAFF REPORT

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Gerard Wodka, Deputy Chief of Police  
**THROUGH:** Sean Halloran, Village Administrator

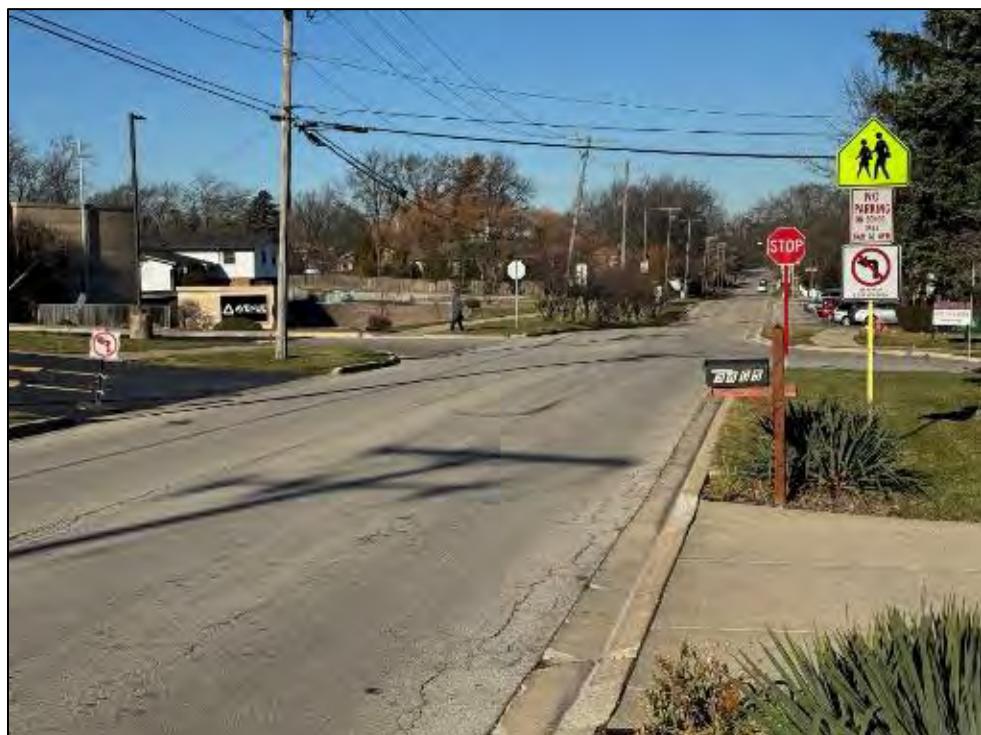
### PURPOSE AND ACTION REQUESTED

Village staff is seeking an amendment to the Village Code Title 8, Chapter 4, Section 8-4-11 – RESTRICTED TURNS.

### BACKGROUND/SUMMARY

Staff are seeking to update the code to reflect existing signs within the Village.

For example, a No Left Turn parking sign is erected on the east side of Holmes Avenue, in front of **5805 Holmes Avenue**. The erected sign prohibits left turns for northbound traffic from 8:00 AM – 9:00 AM and 2:30 PM – 3:30 PM into Holmes Primary School, located on the west side of Holmes Avenue (5800 Holmes Avenue).

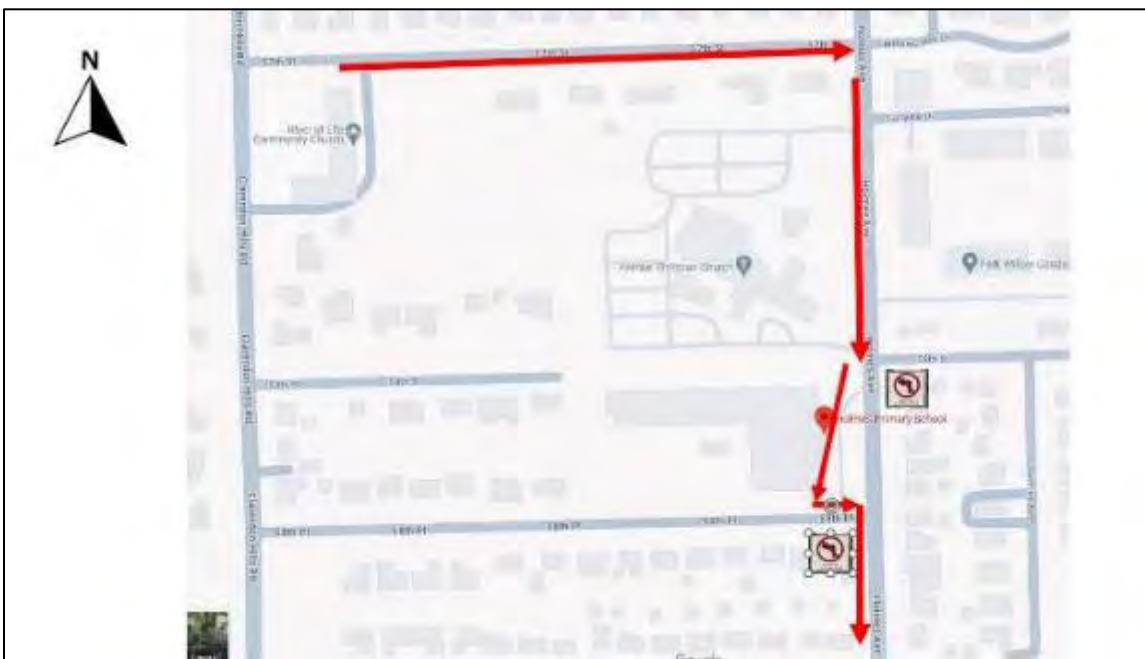




Another No Left Turn parking sign is erected on **58<sup>th</sup> Place at Holmes**. The erected sign prohibits left turns from eastbound 58<sup>th</sup> Place onto northbound Holmes Avenue from 8 AM – 9 AM and 2:30 PM – 3:30 PM.



For the safety of both motorists and pedestrians, Holmes Primary School uses a specific traffic pattern during their arrival and dismissal times: eastbound 57<sup>th</sup> Street, to southbound Holmes Avenue, through the Holmes Primary School parking lot, onto eastbound 58<sup>th</sup> Place, returning to southbound Holmes Avenue. Restricting the left turns in the Village Code where the signs are already erected allows for the continuity of the traffic pattern. The posted times of 8 AM – 9 AM and 2:30 PM – 3:30 PM cover both the arrival and dismissal times at the school, as well as leave a buffer to accommodate future changes to those times.



The proposed updated ordinance would add the signs to the existing Restricted Turn Code, allowing the Willowbrook Police Department to enforce the posted sign restrictions.

After weeks of observing arrival and dismissal at Holmes Primary School, the Willowbrook Police Department staff believes restricting left turns during the posted time frames is necessary for the safety of both motorists and pedestrians in the area.



### **FINANCIAL IMPACT**

The cost for an additional sign to be erected on the west side of Holmes Avenue in front of the Holmes Primary School entrance is \$250.00 and includes the sign, post, and yellow reflective tape. The Public Works Department already has material in stock and ready to be installed.

### **RECOMMENDED ACTION:**

Pass the ordinance to add the Holmes Avenue turn restrictions to the Village Code of Ordinances.

**ORDINANCE NO. 24-O\_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 8, ENTITLED "TRAFFIC REGULATIONS",  
CHAPTER 4, ENTITLED "RULES FOR DRIVING", SECTION 8-4-11, ENTITLED  
"RESTRICTED TURNS", OF THE VILLAGE CODE OF ORDINANCES OF THE  
VILLAGE OF WILLOWBROOK**

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**BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Code of the Village of Willowbrook be amended as follows:

**SECTION ONE.** That Title 8, Chapter 4, Section 8-4-11 of the Village Code of the Village of Willowbrook, entitled "Restricted Turns", as amended, is hereby amended to read as follows:

**"8-4-11: RESTRICTED TURNS:**

(A) No Left Turn: It shall be unlawful for the operator of any vehicle to turn left at any place where such turns are prohibited by this Code on those streets designated at the times herein specified when such signs are erected giving notice thereof as follows:

<b>Name of Streets</b>	<b>Days</b>	<b>Times</b>
Northbound Madison Street on to westbound 68 <sup>th</sup> Street	Monday through Friday	3:30 P.M. to 5:30 P.M.
Northbound Holmes Avenue into Holmes Primary School Property	Monday through Friday	8:00 A.M. to 9:00 A.M. 2:30 P.M. to 3:30 P.M.
Eastbound 58 <sup>th</sup> Place on to Northbound Holmes Avenue	Monday through Friday	8:00 A.M. to 9:00 A.M. 2:30 P.M. to 3:30 P.M.

(B) No Right Turn: It shall be unlawful for the operator of any vehicle to turn right at any place where such turns are prohibited by this Code on those streets designated at the times specified when signs are erected given notice thereof."

**SECTION TWO.** The Chief of Police of the Village of Willowbrook or her designee is hereby directed to erect appropriate signage giving notice of the turning restrictions set forth herein.

**SECTION THREE.** 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 FOUR.** Upon passage, approval and publication, in the manner provided by law, this ordinance shall be effective ten (10) days after installation of appropriate signage.

PASSED and APPROVED this 22<sup>nd</sup> day of January, 2024 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk



## BOARD OF TRUSTEES MEETING

**AGENDA ITEM NO: 6.f.**

**DATE:** January 22, 2024

**SUBJECT:**

A RESOLUTION CREATING AND APPROVING THE VILLAGE OF WILLOWBROOK NON-UNION EMPLOYEE PAY PLAN STRUCTURE

### STAFF REPORT

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

### PURPOSE AND ACTION REQUESTED

Staff is asking for a resolution to adopt a performance-based pay system for non-union employees.

### BACKGROUND/SUMMARY

At the February 13, 2023 Board of Trustees meeting, the Village Board approved the first comprehensive update to the employee handbook in ten years. As part of the update, the updated employee handbook included the following highlights:

- Updated performance standards.
- Included 40 additional hours of personal leave.
- Introduced a Catastrophic Leave Program.
- Increased the amount of sick leave accumulation cap.
- Defined the Code of Ethics, which mirrored the State Officials and Employees Ethics Act.

An important matter that was not addressed was the update to non-union employees' salaries. Staff carefully researched and reviewed several different types of pay policies and are recommending a transition to a merit-pay policy. Merit pay, also known as performance-based pay, is a compensation system that rewards employees based on their individual performance, contributions, and achievements within the organization. It is designed to align the success of staff with the success of the Village. After reviewing an informal survey of 21 municipalities within DuPage County, 17 of them reported having merit pay for their non-union employees.

In order to properly implement performance-based pay, it's imperative to have supervisors who are providing open and transparent communication regarding performance evaluation and expectations. Performance based pay will align with performance metrics, employees who go above and beyond, take on special projects and attempt to save and manage Village finances.

### FINANCIAL IMPACT

If approved, the Village will approve any changes in the budget through the annual appropriation process.

### RECOMMENDED ACTION:

Staff recommends passing the resolution to revise and define non-union employee salary guidelines.

**RESOLUTION NO. 24-R- \_\_\_\_\_**

**A RESOLUTION CREATING AND APPROVING THE VILLAGE OF WILLOWBROOK  
NON-UNION EMPLOYEE PAY PLAN STRUCTURE**

---

**WHEREAS**, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village and non-union employees of the Village of Willowbrook to adopt and approve the Village of Willowbrook Non-Union Employee Pay Plan Structure.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village of Willowbrook hereby adopts and approves the Village of Willowbrook Non-Union Employee Pay Plan Structure, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

**BE IT FURTHER RESOLVED** that the Non-Union Employee Pay Plan Structure shall become effective May 1, 2024.

PASSED and APPROVED this 22<sup>nd</sup> day of January, 2024, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

---

Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**NON-UNION EMPLOYEE PAY PLAN STRUCTURE**

# SALARY ADMINISTRATION GUIDELINES

## Philosophy and Objectives

### Philosophy

The Village of Willowbrook's compensation philosophy is to establish and administer an equitable program that provides consistent treatment for all employees. Position responsibility and market information are the key considerations in determining employee salaries. The purpose of the Village's compensation program is to attract, retain, and motivate employees by offering pay opportunities commensurate with their position's internal and external value.

### Objectives

The objectives of the Village's compensation program are:

- To clearly define the essential functions of each position through written job descriptions.
- To reinforce employee perception of fair compensation between classifications and with comparable classifications outside the organization.
- To establish a program that is understandable to employees, fiscally sound and cost-effective, and easily administered and maintained.
- To establish a pay grade for each job classification that is based on a systematic blending of the position's internal worth to the organization and its external value in the market.
- To provide a methodology that allows Willowbrook to determine market-based adjustments consistent with the Village's ability to pay.

### Compensation Philosophy

Willowbrook's compensation program design is based on the following values:

1. *Competition*

The Village generally seeks to provide total compensation opportunities (direct pay, indirect pay, career opportunities) that are a blend of those offered by its competitors.

2. *Pay Grades*

Each job classification in the organization will be assigned to a pay structure that will have a pay grade defined by minimum and maximum dollar limits. The pay grade defines the pay opportunities for the job.

Pay structures will be reviewed periodically and revised to reflect the organization's changing competitive position, economic conditions, and compensation objectives. This review will be subject to the budgetary guidelines established by the Village.

3. *Job Descriptions*

Each position title in the Village will have a written description. Descriptions should generally be reviewed on an annual basis by staff within the Village Administrator's Office.

4. *Job Evaluation*

Each position will be placed in a pay structure with a grade level and accompanying salary range. The Village Administrator is responsible for position evaluation and placement in the appropriate pay structure.

5. *Administration*

The Village Administrator and Mayor will manage and administer the pay program. These responsibilities include:

- Recommending changes in the basic philosophy and objectives of the compensation policy, which ensure compliance with all relevant laws and regulations.
- Ensuring that job descriptions are current and accurate.
- Conducting salary surveys and/or reviewing published salary survey data to recommend increases or decreases in personnel budget and structure adjustments.
- Coordinating the implementation and periodic review of the Salary Administration Guidelines.

## **PAY GRADE SYSTEM**

In order to appropriately compensate employees with varying levels of responsibility, experience, and educational achievement, the Village utilizes a pay grade system, which includes all full-time positions. The plan consists of 8 pay grades and the Village Administrator is not assigned to a pay grade. The Village Administrator's pay will be solely based on reviews from the Board of Trustees. This series of pay grades and ranges are uniform to facilitate organizational unity and equity between employees who serve in similar positions throughout the organization.

The Pay Grade System may be adjusted to maintain market competitiveness. The rate by which the Pay Grade System is adjusted is subject to the approval of the Board of Trustees.

The Village has adopted a set of benchmark organizations that can be used when collecting market data. The benchmark organizations should be reviewed and adjusted as necessary from time to time. The current benchmark organizations are:

- Oak Brook
- Burr Ridge
- Clarendon Hills
- Darien
- Winfield
- Itasca
- Warrenville

### **POSITION CLASSIFICATION PLAN**

The Position Classification Plan provides a systematic arrangement of positions in the pay grade system. In evaluating each position, a quantitative point factor comparison method is used. The factor comparison method cross-compares all jobs on each level of each factor, using seven (7) factors. Jobs of a different character or in different organizational units are compared against all other jobs on all factors.

Each position is classified based on supervisory responsibility, the level of educational achievement or equivalent work experience necessary for the position to provide the knowledge, ability, and skill required for successful work performance. The seven factors used to evaluate each position are as follows:

1. Decision Making and Independent Judgment
2. Work Experience – Years of Experience Needed to Perform the Job
3. Education
4. Responsibility for Policy Development
5. Planning
6. Working Conditions
7. Use of Technology/Specialized Equipment

## GENERAL ADMINISTRATION

The Village Administrator shall be responsible for the implementation and administration of the Pay Grade System defined herein. The Village Administrator will recommend and seek approval for any changes to the Pay Plan from the Board of Trustees.

### Pay for Performance

Pay for Performance is the mechanism that utilizes the Pay Grade and Position Classification systems to evaluate and compensate employees based on job performance. It is comprised of three components: (1) Employee Performance Review; (2) Base Pay; and (3) Merit Incentive Pay.

- Employee Performance Review – The intent of an employee performance review is to provide an opportunity for the supervisor and employee to discuss and review annual performance to determine progress made from the previous year. It shall be the responsibility of the Village Administrator to make sure that all employees receive, at a minimum, an annual performance review. Prior to the start of the fiscal year, the Village Administrator shall meet with each Department Director and other necessary staff members to develop goals, objectives, and specific projects to be completed by the department and/or each employee in the upcoming year. Subsequently, each Department Director, manager, and supervisor shall meet with the employees they supervise to review the individual employee's performance during the previous year as well as specific goals or objectives for the upcoming year.
- Base Pay - Each employee shall receive base pay in accordance with his/her respective position classification within the Pay Grade System. Only base pay is included within the pay range. The Village Administrator with approval from the Mayor and Board of Trustees shall set base salary ranges for all employees within the limits of the Pay Grade System

**BASE PAY ADJUSTMENTS:** Base pay adjustments shall be approved by the Village Administrator and Mayor based on the Department Directors' recommendations. Evaluation of employee base salaries shall be completed on an annual basis. The base pay of each employee may only be adjusted based on factors such as economic conditions, employee reclassification, annual employee performance review, or other factors determined by the Village Administrator and the Mayor.

**MERIT INCENTIVE PAY:** In addition to base pay adjustments, employees will be eligible for a one-time merit incentive based on annual performance reviews. Any changes to base pay and a potential one-time payment are based on merit and are intended to do the following:

- Recognize and reward employees for exemplary and outstanding performance, beyond normal performance expectations.
- Encourage employees to pursue professional development to strengthen both the individual and the organization.
- Recognize a program modification or service level enhancement; i.e., the Village saved money or increased a service level at no cost;
- Recognize a one-time accomplishment of a special project;
- Recognize a special contribution to the overall betterment of the organization.

**VILLAGE OF WILLOWBROOK**  
**FULL-TIME EMPLOYEE PAY PLAN STRUCTURE**  
**EFFECTIVE MAY 1, 2024**

<b>Pay</b>			
<b>Grade</b>	<b>Position(s)</b>	<b>Min.</b>	<b>Max.</b>
1	Customer Service Representative	\$50,000	\$70,000
2	Administrative Services Coordinator, Executive Secretary/Deputy Clerk, Police Records Clerk, Administrative Analyst, etc.	\$55,000	\$85,000
3	Maintenance Worker (Public Works)	\$60,000	\$87,000
4	Recreational Services Coordinator/Community Service Officer/Management Analyst	\$60,000	\$90,000
5	Assistant to the Village Administrator	\$75,000	\$105,000
6	Public Works Foreman	\$75,000	\$115,000
7	Deputy Directors/Superintendent of Senior Services/Superintendent of Public Works/Deputy Chief of Police	\$90,000	\$148,000
8	Department Heads	\$115,000	\$175,000



## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 6.g.**

**DATE:** January 22, 2024

**SUBJECT:**

A MOTION FOR A BUDGET AMENDMENT TO THE WATER FUND

### **STAFF REPORT**

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

### **PURPOSE AND ACTION REQUESTED**

Staff is asking for a budget amendment to account for the cost of the agreement that was approved by the Board of Trustees with Twig Technologies, LLC.

### **BACKGROUND/SUMMARY**

At the October 9, 2023 Board of Trustees meeting, the Village Board approved an agreement with Twig Technologies, LLC for locating and mapping services in the amount of \$147,190. By having the information provided by these services, it will improve the Village's response to water main breaks and provide a long-term water master plan for the Capital Improvement Program.

### **FINANCIAL IMPACT**

If approved, the Village will increase the Water Fund budget by \$147,190.

### **RECOMMENDED ACTION:**

Staff recommends passing the motion for a budget amendment.



## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 7**

**DATE: January 22, 2024**

**SUBJECT:**

A RESOLUTION APPROVING A LEGAL SERVICES AGREEMENT FOR ADMINISTRATIVE HEARING OFFICERS FOR THE VILLAGE OF WILLOWBROOK

### **STAFF REPORT**

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Alex Arteaga, Assistant to the Village Administrator  
**THROUGH:** Sean Halloran, Village Administrator

### **PURPOSE AND ACTION REQUESTED**

With the Village's Administrative Adjudication program established at the 12/18/23 Village Board meeting, staff is requesting the Village Board approve an agreement with Odelson, Murphey, Frazier, & McGrath, LTD (OMFM) law firm for administrative hearing officer services.

### **BACKGROUND/SUMMARY**

In order to conduct administrative adjudication hearings starting in February, the Village needs to establish an agreement for Administrative Hearing Officer services, for citations and violations, to be adjudicated locally.

Staff released an Administrative Hearing Officer Request for Proposal (RFP) on November 17<sup>th</sup>, 2023 with bids being due 12/11/23. The Village received one proposal, from OMFN LTD. After interviewing the responsive firm and conducting reference checks, staff are confident that OMFN will provide quality Administrative Hearing Officer services. OMFN currently provides the same services to several neighboring municipalities, including Burr Ridge, Countryside, Evergreen Park, Alsip, Worth, Summit, Crestwood, Richton Park, Elmwood Park, Chicago Ridge, Lemont, and Bridgeview.

### **FINANCIAL IMPACT**

Administrative hearing officer services will be provided and invoiced on an hourly unit price basis. The hourly unit price provided by OMFN is as follows:

Calendar Year	Admin Hearing Officer – Hourly Pricing
2024	\$185
2025	\$190
2026	\$195

For Administrative Adjudication hearings, staff's expectations are to conduct one meeting on a monthly basis, to occur on the 3<sup>rd</sup> Thursday of every month, with meetings expected to last typically 2.5 hours. Assuming this is the typical procedure, the Village will incur \$5,550 in administrative hearing officer services for calendar year 2024, \$5,700 for calendar year 2025, and \$5,850 for calendar year 2026.

The Village will continue to use Tom Brescia and Joe Pavone for prosecutorial legal services.

### **RECOMMENDED ACTION:**

Staff recommends the Village Board proceed with approving the agreement with OMFN, LTD for Administrative Hearing Officer services.

ADMINISTRATIVE HEARING OFFICER RFP

<b>Service</b>	<b>CY 2024</b>	<b>CY 2025</b>	<b>CY 2026</b>
Admin Hearing Officer	\$185.00	\$190.00	\$195.00



## SUBMISSION INFORMATION

Village of Willowbrook  
835 Midway Dr  
Willowbrook, IL 60527

INVITATION: #022  
BID OPENING DATE: December 11, 2023  
TIME: 11:00 A.M. Local Time  
LOCATION: Village Hall

COPIES: One (1) original, one (1) copy, and one (1) electronic (USB)

## REQUEST FOR PROPOSAL INFORMATION

Company Name: Odelson, Murphey, Frazier & McGrath, Ltd.  
Address: 3318 West 95th Street  
City, State, Zip Code: Evergreen Park, IL 60805

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: 0 %        DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this proposal document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: Burton S. Odelson Company Name: Odelson, Murphey, Frazier & McGrath, Ltd.

Typed/Printed Name: Burton S. Odelson Date: December 8, 2023

Title: President Telephone Number: 708-424-5678

E-mail: attyburt@omfmilaw.com Fax Number: 708-425-1898

\* We understand if there are delays in payments because of tax receipts and other matters. We request bills to be paid within 30 days but understand if there are occasions when that cannot be accomplished.



**ODELSON, MURPHEY, FRAZIER & MCGRATH, LTD.**

RESPONSE TO

VILLAGE OF WILLOWBROOK'S

REQUEST FOR PROPOSALS  
FOR AN ADMINISTRATIVE HEARING OFFICER

RFP NO. 022

Dated: December 8, 2023

Odelson, Murphey, Frazier & McGrath, Ltd.

Attn: Burton S. Odelson

3318 West 95<sup>th</sup> Street

Evergreen Park, IL 60805

p. (708) 424-5678; f. (708) 425-1898

[attyburt@omfmlaw.com](mailto:attyburt@omfmlaw.com)

## **TABLE OF CONTENTS**

### **RESPONSE TO RFQ**

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### **ATTACHMENTS**

Attorney Resumes .....	Exhibit A
Hearing Officer Certificates.....	Exhibit B
Law Licenses and Certificates of Good Standing.....	Exhibit C
Completed Bid Pricing Table.....	Exhibit D
Completed Required RFP Forms (pp. 26-31 of RFP) .....	Exhibit E

December 8, 2023

**Via Hand Delivery**

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

RE: Request for Proposals – Administrative Hearing Officer  
RFP No. 022

Dear Village Administrator:

Please allow this correspondence to serve as Odelson, Murphey, Frazier & McGrath, Ltd.'s ("OMFM, Ltd." or the "Firm") proposal for consideration to be selected to represent the Village of Willowbrook as Hearing Officer for administrative hearings.

Odelson, Murphey, Frazier & McGrath, Ltd., a professional legal corporation, has its principal offices at 3318 W. 95<sup>th</sup> Street, Evergreen Park, IL, as well as an office in downtown Chicago and Bolingbrook and a home office in Burr Ridge. The firm is comprised of 21 attorneys and 20 support staff. Situated in Evergreen Park, the firm is able to keep its hourly billing rate lower than most firms due to low overhead. The firm provides the highest quality legal service as evidenced by its 51 years of longevity, and over 60 municipal, school, township, park, and other governmental clients, 39 of which are municipalities. The firm specializes in the representation of local governments and is a "one-stop shop," providing all the necessary services to our clients, including serving as hearing officer at administrative hearings; prosecution services; all financial and bond work; litigation in all courts, including the Appellate and Supreme Courts, and administrative agencies; experienced and active in labor matters, including contract negotiations, grievances and unfair labor practice matters; general municipal, school, township, and park district representation; election law matters, new legislation, and case law updates.

Our experience and qualifications are outlined in the subsequent sections of this response. We are desirous to discuss any of the information provided and would welcome the opportunity to work with the Village of Willowbrook in providing our services as Hearing Officer for administrative hearings.

Sincerely,  
ODELSON, MURPHEY,  
FRAZIER & MCGRATH, LTD.

By:



Burton S. Odelson, President



## QUALIFICATIONS

Our office currently represents nine (9) municipalities as administrative hearing officer and thirteen (13) municipalities as the city or village prosecutor. We have experience with all types of prosecution and adjudication calls, including traffic violations, DUIs, red light violations, administrative tow and impound proceedings, building code violations, zoning code violations, licensing violations, local ordinance violations and police matters, including non-criminal misdemeanor ordinance violations. We regularly conduct youth and adult hearings and have developed close working relationships with our clients and police departments to assist with these calls. The seven (7) former Assistant State's Attorneys we have on staff, as well as a retired Circuit Court Judge, offer unique experience and specific insight into working on these types of cases.

Retired Judge Denise Filan and Partner Lauren DaValle are the primary attorneys we are proposing to handle the Village's administrative hearings. Senior Attorney Michael Smith will act as a backup should Attorneys Filan and DaValle be unavailable. We also have several other attorneys in the firm who are equipped to fill in should the need arise. A copy of Denise Filan, Lauren DaValle and Michael Smith's biographies are attached as **Exhibit A** and their Hearing Officer Certificates have been included with this packet as **Exhibit B**. Together, they have a combined total of over 50 years of experience. Their knowledge and experience with administrative law and procedure enables them to address the many different types of cases that come before hearing officers. Additionally, because they currently handle several municipalities' administrative hearings, they are able to assist with questions about best practices in order to run a call smoothly. Their familiarity with the laws, and changes, allows them to make decisions that are fair and impartial and reduces the number of administrative appeals.

Denise Filan is a retired Circuit Court Judge, serving the people of the State of Illinois for 20 years. She spent most of her career at the Fifth Municipal District in the civil, traffic, housing, landlord/tenant, domestic violence, criminal misdemeanor and felony branch courts. Prior to her judgeship, Denise worked at our firm handling administrative hearings on behalf of the Village of Orland Park, and she was the prosecutor for a number of municipalities. Currently, Denise leads our adjudication and prosecution attorneys and would be the lead hearing officer for the Village. She handles the administrative hearings for the Villages of Alsip, Burr Ridge, Countryside, and Evergreen. Denise also represents the Villages of Bridgeview, Chicago Ridge, Forest View, Lemont and Richton Park as Prosecutor. She brings her experience on the bench and familiarity with the procedural aspects of court calls to our clients and assists them with running smooth and impartial hearings for their citizens. She lives in neighboring Burr Ridge.

Lauren DaValle was an Assistant State's Attorney of Cook County in the Criminal Division for eight (8) years where she prosecuted felony, misdemeanor, and domestic violence



violations. She is a certified Hearing Officer and currently serves as hearing officer for the Village of Summit. She also serves as prosecutor for the Villages of Lemont and Oak Lawn. Lauren has extensive courtroom experience given her time spent as an Assistant State's Attorney and understands the prosecution process. She also has an excellent relationship with our municipal police department personnel. Lauren lives within 10 minutes of Willowbrook.

Michael Smith, a retired Division Head in the State's Attorney's Office and then Deputy Chief of Cook County Police, currently acts as hearing officer for the Villages of Crestwood, Elmwood Park, and Richton Park. Mike's experience includes appearing as Hearing Officer for the following types of administrative hearings: administrative tows and impounds, housing violations (including crime free housing court), local ordinance violations, parking violations, and red light violations. He also prosecutes for the Village of Oak Lawn. Mike coordinates coverage when there are conflicts, and along with Denise and Lauren, he regularly holds meetings with the other prosecutors in the firm to discuss updates to laws and fines affecting administrative hearings. Michael regularly updates clients on changes to laws via memoranda and works well with police departments and municipal officials on matters related to administrative hearings and municipal prosecutions.

### **EXPERIENCE**

The Village will also benefit from our experience assisting towns originally implementing adjudication calls. Denise Filan assisted the Village of Chicago Ridge with implementing its local ordinance and housing administrative hearings. Our firm also helped the Village of Evergreen Park create its red light adjudication hearings and expanded their building and local ordinance adjudication court call. Our sound advice and assistance guided the Village through the challenges and requirements needed to put the new adjudication system in place. Our firm also helped the Villages of Burr Ridge, Homer Glen, Willow Springs, and Schiller Park create and implement administrative hearing systems for parking, building and municipal code violations.

Our familiarity with municipal law and all forms of municipal government makes us uniquely qualified to represent the Village of Willowbrook. As stated in our cover letter, the firm handles all aspects of municipal law. As municipal attorneys, we understand the ordinances and various problems of our local governments. This allows our attorneys to provide a comprehensive approach to their role as administrative hearing officers. Our many years of handling adjudication hearings for towns – as well as assisting with the formation and implementation of hearings from the outset – will provide the Village with quality services to best serve the needs of the Village.

## CLIENT REFERENCES

1. Village of Burr Ridge  
c/o Village Manager Evan Walter  
7660 County Line Road  
Burr Ridge, IL 60527  
[ewalter@burr-ridge.gov](mailto:ewalter@burr-ridge.gov)  
(630) 654-8181

Since 2021, Denise Filan has been the hearing officer for the Village of Burr Ridge. She adjudicates the following calls: building code violations and police hearings. Denise helped the Village form its administrative adjudication hearings.

2. Village of Evergreen Park  
c/o Mayor Kelly Burke  
9418 S. Kedzie Avenue  
Evergreen Park, IL 60805  
[kburke@evpkadm.org](mailto:kburke@evpkadm.org)  
(708) 422-1551

OMFM, Ltd. is the hearing officer for the Village for the following calls: red light, administrative tows, housing, local ordinance violations and parking violations. We also handle juvenile hearings, animal control, and building code violations, as well as retail theft and police citation hearings. We have been the hearing officers for the Village since 2007.

3. Village of Alsip  
c/o Mayor John Ryan  
4500 W. 123<sup>rd</sup> Street  
Alsip, IL 60803  
[jryan@villageofalsip.org](mailto:jryan@villageofalsip.org)  
(708) 385-6902

Our firm has handled the Village's adjudication hearings since 2017 for the following calls: local ordinance violations, administrative tows, parking tickets and red light violations.

4. Village of Crestwood  
c/o Mayor Ken Klein  
13840 South Cicero Avenue  
Crestwood, IL 60418  
[kklein@crestwood.illinois.gov](mailto:kklein@crestwood.illinois.gov)  
(708) 371-4800

We have provided hearing officer services to the Village since 2010. We handle red light and local ordinance violations and have a very close relationship with the Village's Police Department and police personnel.

5. Village of Summit  
c/o Mayor Sergio Rodriguez or Executive Director Jerry Hurkes  
7321 W. 59<sup>th</sup> Street  
Summit, IL 60501  
[srodriguez@summit-il.org](mailto:srodriguez@summit-il.org), [jhurkes@summit-il.org](mailto:jhurkes@summit-il.org)  
(708) 563-4800

Our attorneys have been the hearing officers for the Village since 2010 and handle the local ordinance violation call.

#### **STATEMENT REGARDING INSURANCE REQUIREMENT**

If chosen, OMF, Ltd. affirms it will furnish evidence of acceptable insurance coverage as identified on pages 21-24 of the RFP at the coverage limits outlined therein.

#### **PROPOSAL REQUIREMENTS**

Our experienced attorneys are well-equipped to immediately assume the duties of Administrative Hearing Officer. Any attorney who will appear as Hearing Officer for the Village has been certified by the Illinois Local Government Lawyers Association and has years of experience as adjudicators on behalf of our municipalities. Denise Filan is a retired judge with over 20 years' experience in the court system. Lauren DaValle is a former Assistant State's Attorney and has prosecuted hundreds of criminal offenses, as well as traffic and ordinance violations. Michael Smith's primary practice is administrative adjudication. Denise, Lauren and Michael are familiar with the Illinois Municipal Code and the Illinois Vehicle Code and will adhere to the policies, procedures and legislation set forth in the Willowbrook Municipal Code. Each has written notices and findings, decisions and orders and has imposed fines in accordance with applicable provisions of the relevant codes. After a preliminary review of the Village's Code, the procedures are similar to those of other municipalities we serve, allowing us to assume the position with very little training as to your procedures.



Copies of Denise Filan, Lauren DaValle and Michael Smith's law licenses and Certificates of Good Standing from the ARDC and Illinois Supreme Court are attached hereto as **Exhibit C**. Additionally, our attorneys are available on the third Thursday of every month and any additional days will be no problem for our attorneys.

## EXHIBIT A



### DENISE K. FILAN

Denise recently retired as a Judge from the Fifth Municipal District of the Circuit Court of Cook County having served the people of Illinois for 20 years. Her assignments included presiding over bench and jury trials in the domestic violence, criminal misdemeanor and felony branch courts, as well as in the civil, traffic, housing, and landlord/tenant courts.

Beginning in 1979, Denise worked at Odelson, Murphey, Frazier & McGrath, Ltd. as a legal secretary. She became Office Manager and then obtained her Paralegal Certificate. She returned to college at night to complete her degree at Richard J. Daley and Moraine Valley Community Colleges and graduated from Governors State University in 1984, earning a Business Liberal Arts degree while working full time with the firm.

She received her Juris Doctorate from John Marshall Law School in 1989 and then took a leave of absence from the firm to serve as a Staff Attorney for the Illinois House Speaker of Representatives in the Technical Review Unit where she analyzed house legislation for legal concerns such as constitutionality, clarity and conformity with related statutes.

Upon returning to the firm, Denise served as prosecutor for a number of municipalities handling housing court, traffic and local ordinance violations. She was also the adjudicator in the Village of Orland Park. Denise represented municipalities, school districts and townships handling labor disputes, contract negotiations, grievance proceedings and campaign election disclosure laws.

Denise is the past President of the Southwest Bar Association and has been a guest speaker at local police departments and high schools. She has been an advocate for the suburban Domestic Violence shelter and is a member of Gaelic Park and St. John of the Cross Parish.



## LAUREN M. DAVALLE

Lauren DaValle joined Odelson, Murphey, Frazier & McGrath, Ltd. after spending nearly a decade with the Cook County State's Attorney's Office. As an Assistant State's Attorney, Lauren prosecuted hundreds of misdemeanor, domestic violence and traffic violations. She participated in all stages of criminal prosecutions from felony charging decisions to preliminary hearings to litigating felony motions, bench and jury trials.

Lauren graduated from Miami University in Oxford, Ohio in 2007 with a double major in Public Administration and Urban Planning. She then attended the John Marshall Law School where she received her Juris Doctorate in 2010. Upon graduation from law school and prior to her work in public service, Lauren was an Associate with Odelson, Murphey, Frazier & McGrath, Ltd. She returned to the firm in 2019 and concentrates her work in public employment, ordinance and resolution preparation, and State and Federal litigation.

Lauren is a member of the Chicago Bar Association and the Justinian Society of Lawyers. She is a volunteer with the peerWISE program at Lurie Children's Hospital. In 2023, she was recognized as one of the Chicago Daily Law Bulletin's Forty under 40 Illinois Attorneys to Watch.



## MICHAEL K. SMITH

Michael K. Smith has dedicated 30 years of public service to the citizens of Cook County. He received his Bachelor's Degree from Western Illinois University in 1978 and his Juris Doctorate from John Marshall Law School in 1985.

For the first 23 years of his career, Mike served as an Assistant State's Attorney in the Cook County State's Attorney's Office where he rose through the ranks to become Supervisor of the Gang Prosecutions Unit and then Deputy Chief of the Special Prosecutions Bureau. After his tenure with the State's Attorney's Office, Mike accepted a position with the Cook County Sheriff's Office where he was appointed as 1st Deputy Chief of Police for the Cook County Sheriff's Police Department. Mike had extensive dealings with suburban municipalities and first responders from those entities. He was then promoted to the rank of Chief Deputy Sheriff and retired from that position after a total of 30 years of service in Cook County law enforcement.

At Odelson, Murphey, Frazier & McGrath, Ltd., Mike concentrates his practice in litigation, labor and municipal work. He is a certified instructor for the Illinois Local Government Law Enforcement Agency and has been an instructor for North East Multi-Regional Training (NEMRT) for more than 20 years. He is a current (retired) member of the Illinois Association of Chiefs of Police and the South Suburban Association of Chiefs of Police.



**ILLINOIS LOCAL GOVERNMENT  
SERVING LOCAL GOVERNMENT SINCE 1992  
LAWYERS ASSOCIATION**

**CERTIFICATE OF COMPLETION**

**LOCAL GOVERNMENTAL ADMINISTRATIVE  
HEARING OFFICER TRAINING**

**THIS CERTIFICATE IS AWARDED TO**

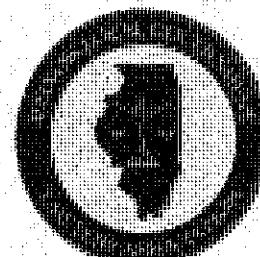
**DENISE FILAN**

**IN RECOGNITION OF COMPLETING THE TRAINING PROGRAM  
TO BECOME A QUALIFIED ADMINISTRATIVE HEARING OFFICER**

*Dawn S. Peters*

SEPTEMBER 4, 2019

DAWN S. PETERS  
EXECUTIVE DIRECTOR





**ILLINOIS LOCAL GOVERNMENT  
SERVING LOCAL GOVERNMENT SINCE 1992  
LAWYERS ASSOCIATION**

**CERTIFICATE OF COMPLETION**

**LOCAL GOVERNMENTAL ADMINISTRATIVE  
HEARING OFFICER TRAINING**

THIS CERTIFICATE IS AWARDED TO

**LAUREN DAVALLE**

IN RECOGNITION OF COMPLETING THE TRAINING PROGRAM  
TO BECOME A QUALIFIED ADMINISTRATIVE HEARING OFFICER

*Dawn S. Peters*

DAWN S. PETERS  
EXECUTIVE DIRECTOR

SEPTEMBER 4, 2019





**ILLINOIS LOCAL GOVERNMENT**  
Serving Local Government Since 1992  
**LAWYERS ASSOCIATION**

**C E R T I F I C A T E   O F   C O M P L E T I O N**

**LOCAL GOVERNMENTAL ADMINISTRATIVE  
HEARING OFFICER TRAINING**

**THIS CERTIFICATE IS AWARDED TO**

**M I C H A E L   K .   S M I T H**

**IN RECOGNITION OF COMPLETING THE TRAINING PROGRAM  
TO BECOME A QUALIFIED ADMINISTRATIVE HEARING OFFICER**

*Dawn S. Peters*

OCTOBER 6, 2016

DAWN S. PETERS  
EXECUTIVE DIRECTOR



# The John Marshall Law School

The Board of Trustees of The John Marshall Law School,  
upon the recommendation of the Faculty, has conferred upon

**Denise Kathleen Filan**

the degree of

**Juris Doctor**

with all the rights, honors and privileges appertaining thereto

In Witness Whereof, this Diploma has been duly  
signed and the Seal of the School affixed hereto

this fifteenth day of January, 1989

Law L. B. B.

President, Board of Trustees

Allen L. Stouder

Secretary, Board of Trustees



Pete J. W. Green

PM



Attorney Registration and Disciplinary Commission  
of the  
Supreme Court of Illinois  
[www.iardc.org](http://www.iardc.org)

One Prudential Plaza  
130 East Randolph Drive, Suite  
1500  
Chicago, IL 60601-6219  
(312) 545-2600 (800) 826-8625  
Fax (312) 545-2326

3161 West White Oaks Drive  
Suite 301  
Springfield, IL 62704  
(217) 522-6898 (800) 252-8949  
Fax (217) 522-7411

Chicago  
12/6/2023

Re: Denise Kathleen Filan  
Attorney No. 6200297

To Whom It May Concern:

The records of the Clerk of the Supreme Court of Illinois and this office reflect that Denise Kathleen Filan was admitted to practice law in Illinois on 5/12/1989; is currently registered on the master roll of attorneys entitled to practice law in this state; has never been disciplined and is in good standing.

Very truly yours,  
Lea S. Gutierrez  
Administrator

by Andrew Oliva  
Andrew Oliva  
Registrar

# The John Marshall Law School

The Board of Trustees of The John Marshall Law School,  
upon recommendation of the Faculty, has conferred upon

Lauren Michelle Davalle

the degree of

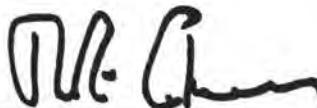
Juris Doctor

with all the rights, honors and privileges appertaining thereto

In Witness Whereof, this Diploma has been duly  
signed and the Seal of the School affixed hereto  
this twenty-third day of May, 2010.



President, Board of Trustees



Dean



Attorney Registration and Disciplinary Commission  
of the  
Supreme Court of Illinois  
[www.iardc.org](http://www.iardc.org)

One Prudential Plaza  
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3161 West White Oaks Drive  
Suite 301  
Springfield, IL 62704  
(217) 522-6898 (800) 252-8949  
Fax (217) 522-7411

t:chicago  
12/6/2023

Re: Lauren Michelle DaValle  
Attorney No. 6303141

To Whom It May Concern:

The records of the Clerk of the Supreme Court of Illinois and this office reflect that Lauren Michelle DaValle was admitted to practice law in Illinois on 11/4/2010; is currently registered on the master roll of attorneys entitled to practice law in this state; has never been disciplined and is in good standing.

Very truly yours,  
Lea S. Gutierrez  
Administrator

by *Andi Oliva*  
Andrew Oliva  
Registrar

# The John Marshall Law School

The Board of Trustees of The John Marshall Law School,  
upon the recommendation of the Faculty, has conferred upon

**Michael Kevin Smith**

the degree of

**Juris Doctor**

with all the rights, honors and privileges appertaining thereto

In Witness Whereof, this Diploma has been duly  
signed and the Seal of the School affixed hereto

this ninth day of June, 1985

*Law L. B. B.*

President, Board of Trustees

*Allan L. Stouder*

Secretary, Board of Trustees



*Frances J. Johnson*

Dean



Attorney Registration and Disciplinary Commission  
of the  
Supreme Court of Illinois  
[www.iardc.org](http://www.iardc.org)

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Suite 301  
Springfield, IL 62704  
(217) 522-6898 (800) 252-8949  
Fax (217) 522-7411

Chicago  
12/6/2023

Re: Michael Kevin Smith  
Attorney No. 6191754

To Whom It May Concern:

The records of the Clerk of the Supreme Court of Illinois and this office reflect that Michael Kevin Smith was admitted to practice law in Illinois on 11/22/1985; is currently registered on the master roll of attorneys entitled to practice law in this state; has never been disciplined and is in good standing.

Very truly yours,  
Lea S. Gutierrez  
Administrator

by Andrew Oliva  
Andrew Oliva  
Registrar

EXHIBIT D

**Bid Pricing Table**

<b>Service Provided</b>	<b>Hourly Rate – CY 2024</b>	<b>Hourly Rate – CY 2025</b>	<b>Hourly Rate – CY 2026</b>
Administrative Hearing Officer Services	\$ 185.00	\$ 190.00	\$ 195.00

\*CY = Calendar Year

## EXHIBIT E

### REFERENCES

List below other organizations (users of similar size and structure to the Village of Willowbrook preferred) for which these or other similar services have been provided since January 1, 2017.

Municipality/Agency: Village of Evergreen Park

Address: 9418 S. Kedzie Avenue

City, State, Zip Code: Evergreen Park, IL 60805

Contact Person/Telephone Number: Mayor Kelly Burke / 708-422-1551

Dates of Service/Award Amount: 2007

Municipality/Agency: Village of Crestwood

Address: 13840 S. Cicero Avenue

City, State, Zip Code: Crestwood, IL 60418

Contact Person/Telephone Number: Mayor Ken Klein / 708-371-4800

Dates of Service/Award Amount: 2010

Municipality/Agency: Village of Alsip

Address: 4500 W. 123rd Street

City, State, Zip Code: Alsip, IL 60803

Contact Person/Telephone Number: Mayor John Ryan / 708-385-6902

Dates of Service/Award Amount: 2017

Municipality/Agency: Village of Summit

Address: 7321 W. 59th Street

City, State, Zip Code: Summit, IL 60501

Contact Person/Telephone Number: Mayor Sergio Rodriguez or Executive Director Jerry Hurckes / 708-563-4800

Dates of Service/Award Amount: 2015

Municipality/Agency: Village of Elmwood Park

Address: 11 Conti Parkway

City, State, Zip Code: Elmwood Park, IL 60707

Contact Person/Telephone Number: Mayor Angelo "Skip" Saviano / 708-452-3922

Dates of Service/Award Amount: 2015

## DISQUALIFICATION OF CERTAIN CONTRACTORS

### PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or sub agreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- A. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- B. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of proposal rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- C. Has been convicted of proposal rigging or attempting to rig proposals under the laws of the State of Illinois, or any state in the United States;
- D. Has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- E. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- F. Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- G. Has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- H. Has entered a plea of nolo contendere to charges of bribery, price-fixing, proposal rigging, proposal rotating, or fraud, as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Contractor if the Contractor is an individual)

(Signature of Partner if the Contractor is a Partnership)

✓ (Signature of Officer if the Contractor is a Corporation)

*This above statement must be subscribed and sworn to before a notary public.*



Subscribed and sworn to this 8<sup>th</sup> day of December, 2023.

Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

## ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

Burton S. Odelson, being first duly sworn, deposes and says that  
he is Owner  
(Partner, Officer, Owner, Etc.)

Of Odelson, Murphey, Frazier & McGrath, Ltd.  
(Contractor)

The party making the foregoing proposal or proposal, that such proposal is genuine and not collusive, or sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting proposal-rigging or proposal-rotating.



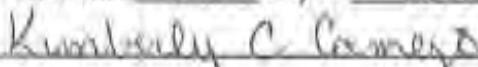
(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 9<sup>th</sup> day of December, 2022.



Notary Public

*[Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.]*



**TAX COMPLIANCE AFFIDAVIT**

Burton S. Odelson \_\_\_\_\_, being first duly sworn, deposes and says that he is Owner  
(Partner, Officer, Owner, Etc.)

Of Odelson, Murphey, Frazier & McGrath, Ltd.  
(Contractor)

The individual or entity making the foregoing proposal or proposal certifies that he is not barred from contracting with the Village because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village to recover all amounts paid to the individual or entity under the agreement in civil action.

Burton Odelson

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

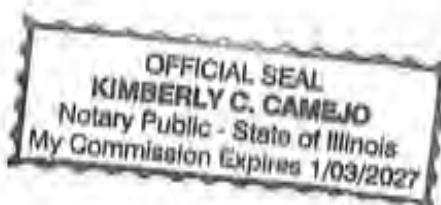
*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 3<sup>rd</sup> day of December, 2022

Kimberly C. Camejo

Notary Public

**Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.**



\*This form is not applicable as our firm will not be using sub-contractors for the work.

### **SUB-CONTRACTOR INFORMATION**

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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**CONFFLICT OF INTEREST**

Odelson, Murphey, Frazier & McGrath, Ltd., hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Contractor, its owners and employees and any official or employee of the Village as identified herein.

Contractor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Contractor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.



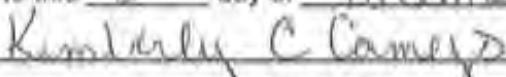
(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public*

Subscribed and sworn to this 8<sup>th</sup> day of December, 2022.



Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*



**RESOLUTION NO. 24-R- \_\_\_\_**

**A RESOLUTION APPROVING A LEGAL SERVICES AGREEMENT FOR  
ADMINISTRATIVE HEARING OFFICERS FOR THE  
VILLAGE OF WILLOWBROOK**

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**WHEREAS**, the Village of Willowbrook (the “Village”) is a home-rule unit of local government pursuant to Article VII, Section 6, of the 1970 Constitution of the State of Illinois; and

**WHEREAS**, the Village has adopted the home-rule system of local adjudication of municipal ordinance violations in the Village; and

**WHEREAS**, the corporate authorities of the Village have determined that it is in the best interest of the Village to retain the services of a qualified and experienced attorney to act as the Village’s Administrative Hearing Officer, and alternate hearing officers, to preside over Village Administrative Hearings and to perform all other duties as set forth in that certain “Legal Services Agreement - Administrative Hearing Officers” attached hereto as Exhibit “A” and made a part hereof.

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

**SECTION 1:** The Board of Trustees hereby approves the Legal Services Agreement – Administrative Hearing Officers between the Village of Willowbrook and Denise Filan, Lauren Davalle and Michael Smith of the Law Firm of Odelson, Murphey, Franzier and McGrath, Ltd. attached hereto as Exhibit “A”, and further authorize the Mayor to execute and the Village Clerk to attest to said Agreement on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 2.** This resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED this 22<sup>nd</sup> day of January, 2024, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

---

Deborah A. Hahn, Village Clerk

**EXHIBIT "A"**

**LEGAL SERVICES AGREEMENT  
VILLAGE OF WILLOWBROOK  
ADMINISTRATIVE HEARING OFFICERS**

**LEGAL SERVICES AGREEMENT  
ADMINISTRATIVE HEARING OFFICERS**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is effective this \_\_\_\_ day of January, 2024, by and between the Village of Willowbrook, an Illinois municipal corporation (hereinafter referred to as the “Village”), and Denise Filan, Lauren DaValle and Michael Smith of the Law Firm of Odelson, Murphey, Frazier & McGrath, Ltd. (“OMFM”) (hereinafter referred to as the “Administrative Hearing Officers”).

**WHEREAS**, Denise Filan, has been appointed by the Village Mayor, with the advice and consent of the Board of Trustees, as Administrative Hearing Officer of the Village, and Lauren DaValle and Michael Smith have been appointed by the Village Mayor, with the advice and consent of the Village Board of Trustees, as Alternate Administrative Hearing Officers; and

**WHEREAS**, the corporate authorities of the Village deem it desirable and in the best interest of the Village to enter into this Agreement with the Administrative Hearing Officers to provide for the terms and conditions of that appointment.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** between the Village and the Administrative Hearing Officers, as follows:

1. The Village employs the Services of Denise Filan, as Administrative Hearing Officer of the Village and the services of Lauren DaValle and Michael Smith as Alternate Administrative Hearing Officers of the Village. Unless otherwise terminated, the term of this Agreement shall be for a three (3) years following the effective date of the Agreement. The Village’s obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payments being required, in any year for which the corporate authorities of the Village or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Village shall give the Administrative Hearing Officers notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding.

A. Denise Filan shall serve as the Village’s primary Administrative Hearing Officer. Lauren DaValle and/or Michael Smith shall serve as the Village’s Alternate Administrative Hearing Officers, in the event Denise Filan is unable to preside at administrative hearings due to conflict, illness or other unavailability

2. The Administrative Hearing Officers shall provide legal services to the Village, as required by:

A. Title 1, Chapter 15, of the Code of Ordinances of the Village of Willowbrook, Illinois, which Services include the following:

(1) To serve and preside as the hearing officer for the Village’s administrative adjudication hearing system for the adjudication of any code violation, excluding automated traffic enforcement violations brought pursuant to 625 ILCS 5/11-208.6 of the Illinois Vehicle Code, the Village Code, or any other municipal ordinance violation of the Village, including, but not limited to:

(a) Those actions brought pursuant to this Code, including the United Development Code, and adopted codes such as the building code, fire code, plumbing code, electrical code, property maintenance code and health and sanitation codes of the Village; and

(b) Standing, stopping and parking violations brought pursuant to authority granted the Village by Section 11-208.3 of the Illinois Motor Vehicle Code (625 ILCS 5/11-208.3) and adopted in this Code; and

(2) To determine whether or not a building code violation or other code violation exists;

(3) To hear testimony and accept evidence from all interested parties relevant to the existence of a building code violation or other code violation;

(3) To preserve and authenticate the transcript and records of all hearings and all exhibits and evidence introduced at the hearings;

(4) To issue and sign written findings of facts, decisions and orders stating whether a code violation exists; and

(5) To provide such other and further services as the Village Administrator or the corporate authorities of the Village may from time to time direct under Title 1, Chapter 15, of the Code of Ordinances, Village of Willowbrook, Illinois, which services include the following:

(a) To serve and preside as the hearing officer and adjudicator for the Village's administrative adjudication hearing system for the adjudication of standing, parking and automated traffic law violations;

(b) Administer oaths;

(c) Issue subpoenas to secure the attendance of witnesses and production of relevant papers or documentation;

(d) Assess fines and penalties for the violation of all Code or ordinance violations as set forth in the Village Code of Ordinances;

(e) Make final determinations of:

i. Vehicular parking violation, compliance violation;

ii. Validity of notices of impending vehicle immobilization and impoundment, if any;

iii. Validity of the immobilization, towing and impoundment

of vehicles, if any;

- iv. Validity of notices of all other violations of the Village Code of Ordinances; and
- v. Provide for the accurate recordation of the administrative adjudication hearings; and

The legal services described herein are hereinafter referred to as the “Services.”

3. Nothing in this Agreement shall be construed as prohibiting the Village from employing other Administrative Hearing Officers for such purposes or at such compensation as the Mayor and Board of Trustees may from time to time determine.

4. The Administrative Hearing Officers shall cooperate with the Village Mayor, the Board of Trustees and the Village Administrator of the Village, the Village staff and its consultants, and, subject to the general direction of the Village Administrator, shall meet with staff members and consultants during normal business hours or otherwise, as shall be mutually convenient, whenever such meetings are necessary for the conduct of Village business.

5. The Village shall assist and cooperate with the Administrative Hearing Officers and shall promptly supply such information, documentation and persons as may be requested by the Administrative Hearing Officers to permit the Administrative Hearing Officers to perform the duties herein required.

6. Any documents, data, records, or other information relating to the performance of the duties of the Administrative Hearing Officers and all information secured by the Administrative Hearing Officers from the Village in connection with the performance of the duties of the Administrative Hearing Officers, unless in the public domain or unless disclosure is required by law, shall be considered attorney-client privileged, when applicable, and kept confidential by the Administrative Hearing Officers. The information shall not be made available to third parties without written consent of the Village, unless so required by law or valid court order.

## 7. Confidentiality

A. It is anticipated that the Village will disclose to the Administrative Hearing Officers certain proprietary information which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential (“*Confidential Information*”). The disclosure of Confidential Information shall not be construed to grant to the Administrative Hearing Officers any ownership or other proprietary interest in the Confidential Information. The Administrative Hearing Officers do not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure. The Administrative Hearing Officers shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. The Administrative Hearing Officer will not, at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any Confidential Information or any other information concerning the business, services, finances or operations of the Village except as expressly

authorized by the Village. The Administrative Hearing Officers shall treat such Confidential Information at all times as confidential, *provided, however*, that the Confidential Information may be disclosed only for purposes of the performance of the Services to employees of the Village or its Administrative Hearing Officers with a need to know for purposes of the performance of the Services hereunder. The Administrative Hearing Officers acknowledge that each of the following can contain Confidential Information of the Village and that the disclosure of any of the following by the Administrative Hearing Officers without the Village's express authorization would be harmful and damaging to the Village's interests:

(1) All information provided to the Administrative Hearing Officers by the Village relating to or in the course of providing the Services being performed by the Administrative Hearing Officers under this Agreement regardless of its type or form which is not known to the public, not subject to disclosure in the normal course of performing the duties as Administrative Hearing Officers or not subject to disclosure under the Freedom of Information Act.

(2) Financial information, emergency response and homeland security information and law enforcement records which are not known to the public.

B. This itemization of Confidential Information is not exclusive, as there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, electronic memory, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through the Administrative Hearing Officers' spouse, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

C. All books, papers, records, lists, files, forms, reports, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the Village's business, services, programs, software or residents, whether prepared by the Administrative Hearing Officers or anyone else, are the exclusive property of the Village. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any Confidential Information of the Village are the exclusive property of the Village.

D. The Administrative Hearing Officers shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which the Administrative Hearing Officers can demonstrate by clear and convincing evidence: (a) was rightfully in the Administrative Hearing Officers' possession before receipt from the Village other than through prior disclosure by the Village; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by the Administrative Hearing Officers from a third party without an obligation of confidentiality; or (d) is independently developed by the Administrative Hearing Officers; or (e) is disclosed under operation of law, governmental regulation, or court order, provided the Administrative Hearing Officers first give the Village

notice and a reasonable opportunity to secure confidential protection of such Confidential Information.

E. Upon termination of this Agreement or earlier at the Village's request at any time, the Administrative Hearing Officers shall (a) immediately cease using the Confidential Information, and (b) promptly deliver to the Village all tangible embodiments of the Confidential Information.

F. In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury would result to the Village and there would be no an adequate remedy at law. The Village shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The Village is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

#### 8. Work Made for Hire.

A. All work product created or developed hereunder, including, but not limited to, reports and any other documents prepared by the Administrative Hearing Officers in connection with any or all of the Services delivered to the Village is for the use of and shall be the exclusive property of the Village. All papers, notes, records, lists, data, files, forms, reports, accounts, documents, computer disks and diskettes, magnetic media, electronic files created or modified by the Administrative Hearing Officers relating in any manner to the Services performed by the Administrative Hearing Officers or by anyone else and used by the Administrative Hearing Officers in performance of the Services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

B. The Administrative Hearing Officers hereby irrevocably assign and transfer to the Village and its successors and assigns all of its right, title, interest and ownership in the work made for hire, including, but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. The Administrative Hearing Officers grant permission to the Village to register the copyright and other rights in the work made for hire in the Village's name. The Administrative Hearing Officers shall give the Village or any other person designated by the Village all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the Village requests from time to time to further confirm this assignment. The Administrative Hearing Officers further grant to the Village full, complete and exclusive ownership of the work made for hire. The Administrative Hearing Officers shall not use the work made for hire for the benefit of anyone other than the Village, without the Village's prior written permission. Upon completion of the Services or other termination of this Agreement, the Administrative Hearing Officers shall deliver to the Village all copies of any and all materials relating or pertaining to this Agreement. The Administrative Hearing Officers irrevocably and unconditionally waive all rights in all such work made for hire. The Administrative Hearing Officers warrant that all work product of Administrative Hearing Officers will be original, except as otherwise agreed in writing with the Village.

C. In the event that the Village provides the Administrative Hearing Officers with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the Village; and the Administrative Hearing Officers shall immediately deliver all such materials, equipment and property to the Village at the conclusion of Services hereunder or at any earlier time upon demand by the Village.

9. The Administrative Hearing Officers shall maintain his/her records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1, *et seq.*) and the Freedom of Information Act (5 ILCS 140/1, *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Administrative Hearing Officers related to this Agreement shall be available for review by the Village. The Administrative Hearing Officers shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1, *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*). Failure by the Administrative Hearing Officers to maintain the books, records and supporting documents required by this section or the failure by the Administrative Hearing Officers to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

10. The Administrative Hearing Officers represent and warrant that they are employees of the Law Firm of Odelson, Murphey, Frazier & McGrath, Ltd. The Administrative Hearing Officers are acting under this Agreement as independent contractors. The Administrative Hearing Officers represent that they are covered by OMFM's workers' compensation insurance. The Administrative Hearing Officers, or OMFM, shall procure and maintain, for the duration of this Agreement, insurance against claims for errors and omissions and injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Administrative Hearing Officers.

A. *Minimum Scope of Insurance.* Coverage shall be at least as broad as: Commercial General Liability - Occurrence form; and

(1) Automobile Liability; and

(2) Professional Liability/Errors and Omissions policy; and

(3) Should the Administrative Hearing Officers in the future hire employees, at or before the time of hiring employees, Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

B. *Minimum Limits of Insurance.* The Administrative Hearing Officers shall maintain limits no less than:

(1) *Commercial General Liability*: \$500,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$500,000 per person per aggregate;

(2) *Automobile Liability*: \$500,000 combined single limit per accident for bodily injury and property damage;

(3) *Professional Liability*: \$500,000 single limit for errors and omissions, professional/malpractice liability;

(4) *Workers' Compensation and Employers' Liability*: Should the Administrative Hearing Officers in the future hire employees, he shall, at or before the time of hiring employees, maintain Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

C. *Deductibles and Self-Insured Retentions*. Any deductibles or self-insured retentions must be declared to and approved by the Village.

D. *Other Insurance Provisions*. The policies are to contain, or be endorsed to contain the following provisions:

(1) *Commercial General Liability and Automobile Liability Coverages*:

(a) The Village, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of Services performed by or on behalf of Administrative Hearing Officers as well as equipment procured, owned, leased, hired or borrowed by Administrative Hearing Officers. The coverage shall contain no special limits on the scope of the protection afforded to the Village, its officials, employees or volunteers;

(b) The Administrative Hearing Officers' insurance coverage shall be primary insurance as respects the Village, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be in excess of the Administrative Hearing Officers' insurance and shall not contribute with it;

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers;

(d) Coverage shall state that Administrative Hearing Officers' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) *Workers' Compensation and Employers' Liability Coverage:* The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from Services performed by the Administrative Hearing Officers for the Village.

(3) *All Coverages:* Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village.

(4) *Acceptability of Insurers:*

(a) The insurance carrier used by the Administrative Hearing Officers shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois;

(b) The Administrative Hearing Officers shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any Services commences. The Village reserves the right to request full certified copies of the insurance policies.

11. The Village Administrator, with the advice or consent of the Mayor and Board of Trustees, shall have the authority to suspend or terminate the services of the Administrative Hearing Officers, in whole or in part, at any time upon written notice to the Administrative Hearings Officers and OMFN.

12. The Village shall compensate the Administrative Hearing Officers for such Services as follows:

A. For calendar year 2024, the hourly rate of One Hundred Eighty-Five Dollars and 00/100ths (\$185.00) for Services rendered to the Village as invoiced by the Administrative Hearing Officers to the Village, from time to time; for calendar year 2025, the hourly rate of One Hundred Ninety Dollars and 00/100ths (\$190.00) for services rendered to the Village; and for calendar year 2026, the hourly rate of One Hundred Ninety-Five Dollars and 00/100ths (\$195.00) for services rendered to the Village.

B. Upon the termination of this Agreement, the Administrative Hearing Officers shall provide for the orderly transition and tendering of documents and information to the successor Administrative Hearing Officers. The Administrative Hearing Officers shall be entitled to receive the hourly compensation set forth in this Agreement, for the time expended tendering and transferring information to the successor Administrative Hearing Officer(s); and

C. Itemized statements of Services and disbursements will be sent monthly to the Village Administrator, either by United States mail or as an attachment to electronic mail in Portable Document Format (.pdf) format. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

13. In the event that services excluded from this Agreement are required by the Village, the Administrative Hearing Officers shall either assume the duty and responsibility for such services at a mutually agreed fee, or the Administrative Hearing Officers shall recommend competent attorneys to assume the duty and responsibility for such services.

14. The Administrative Hearing Officers shall function hereunder as an independent contractor and not as an employee of the Village.

15. All reports, documents, data and other material constituting the work product of the Administrative Hearing Officer hereunder shall become the property of the Village, subject to the applicable attorney's lien. Title thereto, free of such lien, shall transfer to the Village following payment in full of any sums due to the Administrative Hearing Officers. The Administrative Hearing Officers, however, shall have the right to maintain for their own files and use copies of such reports, maps, documents, and other materials constituting the Administrative Hearing Officers' work product.

16. The Administrative Hearing Officers shall submit to the Village a certification, attached hereto as Exhibit "G", "H" and "I", that the Administrative Hearing Officers:

A. are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

B. Are not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

C. Are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

D. Are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

E. Should the Administrative Hearing Officers, in the future, leave the law firm of OMFN and hire employees, at or before the time of hiring employees, will provide a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Administrative Hearing Officers' workplace;

- (b) Specifying the actions that will be taken against employees for violations of such prohibition;
- (c) Notifying the employee that, as a condition of employment on such contract, the employee will:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

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

- (a) The dangers of drug abuse in the workplace;
- (b) Administrative Hearing Officers' policy of maintaining a drug-free workplace;
- (c) Any available drug counseling, rehabilitation, and employee assistance program; and
- (d) The penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement to give a copy of the statement required by subparagraph 16(E)(1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;

(4) Notifying the Village within ten (10) days after receiving notice under subparagraph 16(E)(1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;

(5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

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

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

F. Should the Administrative Hearing Officers, in the future, leave the law firm of OMFM and hire employees, at or before the time of hiring employees, will provide equal

employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/80/1, *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

G. Certifies that no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Administrative Hearing Officers in violation of Title I, Chapter 12, §1-12-3.2 of the Code of Ordinances of Willowbrook, Illinois, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

H. Has not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Administrative Hearing Officers in violation of Title I, Chapter 12, of the Code of Ordinances of Willowbrook, Illinois, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

I. Certifies that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in any law firm of which the Administrative Hearing Officers are affiliated; and, if the stock of any law firm of which the Administrative Hearing Officers are affiliated is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the law firm of which the Administrative Hearing Officer, but if any Village officer, spouse or dependent child of a Village officer is affiliated, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such law firm, the Administrative Hearing Officers have disclosed to the Village in writing the name(s) of the holder of such interest;

J. Certifies that none of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Executive Order 13224) and that the Administrative Hearing Officers are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;

K. Certifies that his or her principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person; and

L. Certifies that the Administrative Hearing Officers are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States

Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that he or she is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

17. In the event of the Administrative Hearing Officers' non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Human Rights Commission, the Administrative Hearing Officers may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, should the Administrative Hearing Officers, in the future, hire employees, at or before the time of recruitment or the hiring employees, the Administrative Hearing Officers shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization;

B. If the Administrative Hearing Officers hire employees in order to perform this Agreement or any portion of this Agreement, the Administrative Hearing Officers will determine the availability (in accordance with the Illinois Human Rights Commission's Rules and Regulations) of minorities and women in the areas from which the Administrative Hearing Officers may reasonably recruit; and the Administrative Hearing Officers will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized;

C. In all solicitations or advertisements for employees placed by the Administrative Hearing Officers or on the Administrative Hearing Officers' behalf, the Administrative Hearing Officers will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service;

D. Submit reports as required by the Illinois Human Rights Commission's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Human Rights Commission or the Village and in all respects comply with the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations;

E. Permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Human Rights Commission for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations;

F. Include verbatim or by reference, the provisions of this clause in every subcontract awarded under which any portion of this Agreement's obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, the Administrative Hearing Officers will be liable for compliance with applicable provisions of this clause by subcontractors; and further the Administrative Hearing Officers will promptly notify the Village and the Illinois Human Rights Commission in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Administrative Hearing Officers will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;

18. Should the Administrative Hearing Officers, in the future, hire employees, at or before the time of hiring employees, the Administrative Hearing Officers will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2 105(A)(4).

19. Changes and amendments to this Agreement shall only be made in writing and by amendment to this Agreement. The amendment shall be in contract form and shall be approved by the Village. This Agreement contains all of the terms, provisions, agreements, conditions, and covenants between the parties; and there are no understandings or agreements other than those recited herein.

20. Any notice given hereunder shall be in writing and transmitted via the United States mail, registered or certified, postage pre-paid, via overnight delivery (UPS or FedEx), or via fax with confirmed receipt, or via e-mail, with a confirming fax or overnight delivery addressed to the proper party as follows:

A. If to the Village:

Village of Willowbrook  
Attention: Sean Halloran, Village Administrator  
835 Midway Drive  
Willowbrook, Illinois 60527

B. If to the Administrative Hearing Officer:

Odelson, Murphey, Frazier & McGrath, Ltd.  
Attn: Denise Filan, Lauren Davalle and Michael Smith  
3118 W. 95<sup>th</sup> Street  
Evergreen Park, Illinois 60805

Either party may change its mailing address or other contact information by giving written notice to the other party as provided above. Whenever this Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

21. When this Agreement becomes effective, it will relate back to the day the appointment of Denise Filan, Lauren DaValle and Michael Smith as Administrative Hearing Officers for the Village became effective. This Agreement may be terminated by the Village upon removal or resignation of the

Administrative Hearing Officer(s) or by the expiration of the term of the current Village Mayor of the Village and the appointment and qualification of the Administrative Hearing Officers' successor. The Administrative Hearing Officers shall have the right, if in his/her sole judgment he/she believes such action is necessary or appropriate, to recuse himself/herself as Administrative Hearing Officers for the Village in any matter, without terminating this Agreement. The Administrative Hearing Officers may elect to terminate this Agreement, if the Village fails to meet its obligations under this Agreement, refuses to cooperate with the Administrative Hearing Officers or under any other circumstances in which the Administrative Hearing Officers' professional or legal responsibilities or obligations mandate or permit termination. The Administrative Hearing Officers shall give thirty (30) days' written notice of termination to the Village. Provided that the Administrative Hearing Officers are ethically able to do so, at the sole option of the Village, all obligations under this Agreement shall continue until a successor Administrative Hearing Officers are retained but in no event more than sixty (60) days after the effective termination date as set forth in the notice. If this Agreement is terminated for any reason, the termination shall be effective only to terminate the Administrative Hearing Officers' Services prospectively, and all other terms of this Agreement, including the Village's obligation to compensate the Administrative Hearing Officers for Services rendered and expenses incurred prior to the termination shall survive the termination.

22. This Agreement shall be deemed to be exclusive between the Village and the Administrative Hearing Officers. This Agreement shall not be assigned by either party without first obtaining permission in writing from the other party.

23. This Agreement shall be governed by the laws of the State of Illinois.

24. The illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of this Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

25. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any other breach.

26. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral.

27. The Administrative Hearing Officers, and each of them, represent and warrant that he/she is an attorney licensed to practice law in the State of Illinois for a period in excess of three (3) years and that he/she, unless the Administrative Hearing Officer has previously served as a judge of an Illinois court, has successfully completed a formal training program that included the following:

- (1) Instruction on the rules of procedure of the administrative hearings that he or she will conduct under this Agreement;
- (2) Orientation in each subject area of code violations that he or she will administer;
- (3) Observation of administrative hearing; and

(4) Participation in hypothetical cases, including rules on evidence and issuing final orders.

28. The Administrative Hearing Officers shall maintain their respective licenses to practice law in the State of Illinois in good standing throughout the term of this Agreement. The Administrative Hearing Officers shall notify the Village in writing should proceedings be undertaken by the Illinois Attorney Registration and Disciplinary Commission to suspend or revoke the Administrative Hearing Officer's license to practice law in the State of Illinois.

29. The Certificate of Appointment of Denise Filan, Lauren DaValle and Michael Smith as Administrative Hearing Officers of the Village are attached hereto as Exhibits "A", "B" and "C", respectfully, and made a part hereof.

30. The Oaths of Office of Denise Filan, Lauren DaValle and Michael Smith as Administrative Hearing Officers of the Village are attached hereto as Exhibit "D", "E" and "F", respectfully, and made a part hereof.

31. The Administrative Hearing Officers' Certifications are attached hereto as Exhibits "G", "H" and "I", respectfully, and made a part hereof.

**IN WITNESS WHEREOF** the parties have executed this Agreement at Willowbrook, Illinois, the date and year first above written.

**ADMINISTRATIVE HEARING  
OFFICERS**

By: \_\_\_\_\_  
Denise Filan

By: \_\_\_\_\_  
Lauren DaValle

By: \_\_\_\_\_  
Michael Smith

**VILLAGE OF WILLOWBROOK**

\_\_\_\_\_  
Frank A. Trilla, Mayor

Attest:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**STATE OF ILLINOIS  
COUNTY OF DUPAGE  
VILLAGE OF WILLOWBROOK, ILLINOIS**

)  
) *ss.*

**CERTIFICATE OF APPOINTMENT**

**TO:** Deborah A. Hahn, Acting Village Clerk

I, Frank A Trilla, Mayor of the Village of Willowbrook, DuPage County, Illinois, do hereby certify that Denise Filan has been duly appointed to the office of Administrative Hearing Officer of the Village of Willowbrook, Illinois, by the Board of Trustees on the \_\_\_\_ day of January, 2020, effective this date for a term expiring December 31, 2026 and until a successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Willowbrook, Illinois, this \_\_\_\_ day of January, 2024.

---

Frank A. Trilla, Mayor of the  
Village of Willowbrook, Illinois

**EXHIBIT “B”**

**STATE OF ILLINOIS** )  
**COUNTY OF DUPAGE** )  
**VILLAGE OF WILLOWBROOK, ILLINOIS** )  
ss.

**CERTIFICATE OF APPOINTMENT**

**TO:** Deborah A. Hahn, Acting Village Clerk

I, Frank A Trilla, Mayor of the Village of Willowbrook, DuPage County, Illinois, do hereby certify that Lauren DaValle has been duly appointed to the office of Administrative Hearing Officer of the Village of Willowbrook, Illinois, by the Board of Trustees on the \_\_\_\_ day of January, 2020, effective this date for a term expiring December 31, 2026 and until a successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Willowbrook, Illinois, this \_\_\_\_ day of January, 2024.

---

Frank A. Trilla, Mayor of the  
Village of Willowbrook, Illinois

**EXHIBIT "C"**

**STATE OF ILLINOIS  
COUNTY OF DUPAGE  
VILLAGE OF WILLOWBROOK, ILLINOIS**

)  
) *ss.*

**CERTIFICATE OF APPOINTMENT**

**TO:** Deborah A. Hahn, Acting Village Clerk

I, Frank A Trilla, Mayor of the Village of Willowbrook, DuPage County, Illinois, do hereby certify that Michael Smith has been duly appointed to the office of Administrative Hearing Officer of the Village of Willowbrook, Illinois, by the Board of Trustees on the \_\_\_\_ day of January, 2020, effective this date for a term expiring December 31, 2026 and until a successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Willowbrook, Illinois, this \_\_\_\_ day of January, 2024.

---

Frank A. Trilla, Mayor of the  
Village of Willowbrook, Illinois

**EXHIBIT "D"**

**VILLAGE OF WILLOWBROOK, ILLINOIS**

**OATH OF OFFICE**

I, Denise Filan, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Administrative Hearing Officer of the Village of Willowbrook to the best of my ability.

Administered and sworn at Willowbrook, Illinois, this \_\_\_\_\_ day of January, 2024.

---

Denise Filan

Administered by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
*[Name of Person Administering Oath]* *[Title of Person Administering Oath]*

and sworn at the Village of Willowbrook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_  
2024.

Filed in my office this this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

---

Deborah A. Hahn, Clerk of the Village of  
Willowbrook, DuPage County, Illinois

**EXHIBIT "E"**

**VILLAGE OF WILLOWBROOK, ILLINOIS**

**OATH OF OFFICE**

I, Lauren Davalle, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Administrative Hearing Officer of the Village of Willowbrook to the best of my ability.

Administered and sworn at Willowbrook, Illinois, this \_\_\_\_\_ day of January, 2024.

---

Lauren DaValle

Administered by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
*[Name of Person Administering Oath]* *[Title of Person Administering Oath]*

and sworn at the Village of Willowbrook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_  
2024.

Filed in my office this this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

---

Deborah A. Hahn, Clerk of the Village of  
Willowbrook, DuPage County, Illinois

**EXHIBIT "F"**

**VILLAGE OF WILLOWBROOK, ILLINOIS**

**OATH OF OFFICE**

I, Michael Smith, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Administrative Hearing Officer of the Village of Willowbrook to the best of my ability.

Administered and sworn at Willowbrook, Illinois, this \_\_\_\_\_ day of January, 2024.

---

Michael Smith

Administered by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
*[Name of Person Administering Oath]* *[Title of Person Administering Oath]*

and sworn at the Village of Willowbrook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_  
2024.

Filed in my office this this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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Deborah A. Hahn, Clerk of the Village of  
Willowbrook, DuPage County, Illinois

## **EXHIBIT “G”**

### **ADMINISTRATIVE HEARING OFFICER’S CERTIFICATION**

The certifications hereinafter made by Denise Filan (the “Administrative Hearing Officer”) are each a material representation of fact upon which reliance is placed by the Village of Willowbrook (the “Village”) in entering into the Legal Services Agreement - Administrative Hearing Officer with the Administrative Hearing Officer. The Village may terminate the Legal Services Agreement - - Administrative Hearing Officer if it is later determined that the Administrative Hearing Officer rendered a false or erroneous certification.

I, Denise Filan, hereby certify that I am the appointed Administrative Hearing Officer of the Village, and as such hereby represent and warrant to the Village that I, and any partners or shareholder of any law firm of which I am affiliated holding more than five percent (5%) of the outstanding partnership or corporate interests and its associate attorneys are:

- (A) Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Administrative Hearing Officer hereby represents and warrants to the Village, that the Administrative Hearing Officer:

- (A) Will provide a drug-free workplace by:
  - (1) Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Administrative Hearing Officer’s workplace;
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition;
    - (c) Notifying the employee that, as a condition of employment on such contract, the employee will:
      - (i) Abide by the terms of the statement; and

- (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Administrative Hearing Officer's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by subparagraph (A)(1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under subparagraph (A)(1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(B) Will provide equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1, *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

(C) Certifies that no officer or employee of the Village that has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Administrative Hearing Officer in violation of Title 1, Chapter 12, of the Code of Ordinances of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(D) Has not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Administrative Hearing Officer in violation of Title 1, Chapter 12, of the Code of Ordinances of Willowbrook, Illinois, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(E) Certifies that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the any law firm of which the Administrative Hearing Officer is affiliated; no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the law firm, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such law firm, the Administrative Hearing Officer has disclosed to the Village in writing the name(s) of the holder of such interest.

(F) Certifies that none of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Executive Order 13224) and that he or she is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person.

(G) Certifies his or her principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

(H) Certifies that he or she is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that he or she is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

If any certification made by the Administrative Hearing Officer or term or condition in the Legal Services Agreement - Administrative Hearing Officer changes, the Administrative Hearing Officer shall notify the Village in writing within seven (7) days.

Dated: January \_\_\_, 2024

Administrative Hearing Officer

By: \_\_\_\_\_  
Denise Filan

STATE OF ILLINOIS        )  
                              ) ss.  
COUNTY OF DUPAGE        )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Denise Filan, known to me to be the appointed Administrative Hearing Officer of the Village of Willowbrook, appeared before me this day in person and, being first duly sworn on oath, acknowledged that she executed the foregoing certification as her free act and deed.

Dated: January \_\_\_, 2024

\_\_\_\_\_  
Notary Public

## **EXHIBIT “H”**

### **ADMINISTRATIVE HEARING OFFICER’S CERTIFICATION**

The certifications hereinafter made by Lauren DaValle (the “Administrative Hearing Officer”) are each a material representation of fact upon which reliance is placed by the Village of Willowbrook (the “Village”) in entering into the Legal Services Agreement - Administrative Hearing Officer with the Administrative Hearing Officer. The Village may terminate the Legal Services Agreement - - Administrative Hearing Officer if it is later determined that the Administrative Hearing Officer rendered a false or erroneous certification.

I, Lauren DaValle, hereby certify that I am the appointed Administrative Hearing Officer of the Village, and as such hereby represent and warrant to the Village that I, and any partners or shareholder of any law firm of which I am affiliated holding more than five percent (5%) of the outstanding partnership or corporate interests and its associate attorneys are:

- (A) Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Administrative Hearing Officer hereby represents and warrants to the Village, that the Administrative Hearing Officer:

- (A) Will provide a drug-free workplace by:
  - (1) Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Administrative Hearing Officer’s workplace;
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition;
    - (c) Notifying the employee that, as a condition of employment on such contract, the employee will:
      - (i) Abide by the terms of the statement; and

- (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Administrative Hearing Officer's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by subparagraph (A)(1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under subparagraph (A)(1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(B) Will provide equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1, *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

(C) Certifies that no officer or employee of the Village that has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Administrative Hearing Officer in violation of Title 1, Chapter 12, of the Code of Ordinances of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(D) Has not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Administrative Hearing Officer in violation of Title 1, Chapter 12, of the Code of Ordinances of Willowbrook, Illinois, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(E) Certifies that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the any law firm of which the Administrative Hearing Officer is affiliated; no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the law firm, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such law firm, the Administrative Hearing Officer has disclosed to the Village in writing the name(s) of the holder of such interest.

(F) Certifies that none of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Executive Order 13224) and that he or she is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person.

(G) Certifies his or her principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

(H) Certifies that he or she is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that he or she is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

If any certification made by the Administrative Hearing Officer or term or condition in the Legal Services Agreement - Administrative Hearing Officer changes, the Administrative Hearing Officer shall notify the Village in writing within seven (7) days.

Dated: January \_\_\_, 2024

Administrative Hearing Officer

By: \_\_\_\_\_  
Lauren DaValle

STATE OF ILLINOIS        )  
                              ) ss.  
COUNTY OF DUPAGE        )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Lauren DaValle, known to me to be the appointed Administrative Hearing Officer of the Village of Willowbrook, appeared before me this day in person and, being first duly sworn on oath, acknowledged that she executed the foregoing certification as her free act and deed.

Dated: January \_\_\_, 2024

\_\_\_\_\_  
Notary Public

## **EXHIBIT “T”**

### **ADMINISTRATIVE HEARING OFFICER’S CERTIFICATION**

The certifications hereinafter made by Michael Smith (the “Administrative Hearing Officer”) are each a material representation of fact upon which reliance is placed by the Village of Willowbrook (the “Village”) in entering into the Legal Services Agreement - Administrative Hearing Officer with the Administrative Hearing Officer. The Village may terminate the Legal Services Agreement - - Administrative Hearing Officer if it is later determined that the Administrative Hearing Officer rendered a false or erroneous certification.

I, Michael Smith, hereby certify that I am the appointed Administrative Hearing Officer of the Village, and as such hereby represent and warrant to the Village that I, and any partners or shareholder of any law firm of which I am affiliated holding more than five percent (5%) of the outstanding partnership or corporate interests and its associate attorneys are:

- (A) Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Administrative Hearing Officer hereby represents and warrants to the Village, that the Administrative Hearing Officer:

- (A) Will provide a drug-free workplace by:
  - (1) Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Administrative Hearing Officer’s workplace;
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition;
    - (c) Notifying the employee that, as a condition of employment on such contract, the employee will:
      - (i) Abide by the terms of the statement; and

- (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Administrative Hearing Officer's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by subparagraph (A)(1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under subparagraph (A)(1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(B) Will provide equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1, *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

(C) Certifies that no officer or employee of the Village that has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Administrative Hearing Officer in violation of Title I, Chapter 12, of the Code of Ordinances of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(D) Has not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Administrative Hearing Officer in violation of Title 1, Chapter 12, of the Code of Ordinances of Willowbrook, Illinois, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(E) Certifies that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the any law firm of which the Administrative Hearing Officer is affiliated; no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the law firm, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such law firm, the Administrative Hearing Officer has disclosed to the Village in writing the name(s) of the holder of such interest.

(F) Certifies that none of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Executive Order 13224) and that he or she is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person.

(G) Certifies his or her principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

(H) Certifies that he or she is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that he or she is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

If any certification made by the Administrative Hearing Officer or term or condition in the Legal Services Agreement - Administrative Hearing Officer changes, the Administrative Hearing Officer shall notify the Village in writing within seven (7) days.

Dated: January \_\_\_, 2024

Administrative Hearing Officer

By: \_\_\_\_\_  
Michael Smith

STATE OF ILLINOIS        )  
                              ) ss.  
COUNTY OF DUPAGE        )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Michael Smith, known to me to be the appointed Administrative Hearing Officer of the Village of Willowbrook, appeared before me this day in person and, being first duly sworn on oath, acknowledged that she executed the foregoing certification as her free act and deed.

Dated: January \_\_\_, 2024

\_\_\_\_\_  
Notary Public