

## 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, FEBRUARY 26, 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. RECOGNITION - Officer Claire Manley Received the Village of Willowbrook's 2023 Officer of the Year Award
6. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (Approve)
  - b. Minutes - Board of Trustees Regular Meeting February 12, 2024 (APPROVE)
  - c. Minutes - Board of Trustees Special Meeting Budget Workshop #2 February 15, 2024 (APPROVE)
  - d. Warrants \$509,517.02
  - e. MOTION - A MOTION TO APPROVE AN APPLICATION FOR A LICENSE TO HOLD A RAFFLE - WEST SUBURBAN SYMPHONY SOCIETY (PASS)
  - f. ORGANIZED RETAIL CRIME SURVEILLANCE CAMERAS LICENSE AGREEMENTS
    - i. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH WILLOWBROOK SQUARE MANAGEMENT CO., INC. (ADOPT)
    - ii. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT WITH REGENCY CENTERS, L.P. (ADOPT)

NEW BUSINESS

7. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR THE EXECUTIVE DRIVE FLOOD CONTROL PROJECT BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND 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
14. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, FEBRUARY 12, 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. by Mayor Trilla.

2. ROLL CALL

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

ABSENT: Deputy Clerk Christine Mardegan, Deputy Chief Ben Kadolph, and Deputy Chief Gerard Wodka.

Present via conference call was Village Trustee Gregory Ruffolo, and Director of Community Development Michael Krol.

A QUORUM WAS DECLARED

MOTION TO APPROVE – A MOTION TO ALLOW TRUSTEE GREGORY RUFFOLO TO ATTEND THE MEETING REMOTELY. (PASS)

Trustee Neal advised that a motion was necessary to allow Trustee Ruffolo 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, Mistele and Neal. NAYS: None. ABSENT: None. PRESENT: Ruffolo.

MOTION DECLARED CARRIED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Director Kleefisch 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 January 22, 2024 (APPROVE)
- c. Warrants \$725,873.24
- d. RESOLUTION NO. 24-R-07 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE COST TO RESIDENTS FOR REFUSE/YARD WASTE STICKERS (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. MOTION - MOTION TO TRANSFER ADDITIONAL SURPLUS FUNDS FROM THE GENERAL FUND TO THE OPPORTUNITY RESERVE FUND (PASS)

Chief Financial Officer Flori explained that on April 30, 2023, the General Fund's unassigned fund balance, net of the approved surplus funds transfer that was approved at the December 12, 2023 Board meeting, was \$543,479 more than 40% of the total approved operating expenditures for Fiscal Year 2023-24.

In keeping with the 40% fund balance policy, staff is recommending that the motion to transfer the surplus funds of \$543,479 be passed.

Administrator Halloran reminded the Board that last year it was decided to raise the reserve threshold of 33% to 40-50% of the approved operating expenditures in the General Fund, one of the highest rates in DuPage County. Last year, 45% was the target, and for this year the recommendation is 40%, the goal being to increase the amount of funds in the reserve fund. The reserves remain accessible if needed.

The Mayor commended staff and the Board on the initiative to set aside reserve funds. He noted that the fiscal responsibility shown bodes well for the residents of Willowbrook.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to pass the motion to transfer \$543,479 in surplus funds to the opportunity fund.

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

MOTION DECLARED CARRIED

7. RESOLUTION NO. 24-R-08 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM NUTOYS LEISURE PRODUCTS, INC. AND APPROVING THE PURCHASE OF CERTAIN PLAYGROUND EQUIPMENT AND FIXTURES FOR THE FARMINGDALE TERRACE PARK PROJECT AT A COST NOT TO EXCEED \$105,609.00 (ADOPT)

Director Kleefisch noted that at the Capital Improvement Open House meeting for the Farmingdale Terrace Park Improvement Project on October 19, 2023, residents were presented with six playground options and were asked to vote on their preference. The most popular option was the one presented by NuToys Leisure Product, manufactured by Landscape Structures of Delano, Minnesota.

He continued by outlining the equipment and design of the new playground. The purchase will be part of the renovation scheduled to begin May 1, 2024. Staff recommends moving forward with the purchase to allow for delivery in time to meet the construction schedule.

Trustee Berglund asked what the life expectancy of this equipment is. Director Kleefisch noted that it is generally 10-20 years with appropriate maintenance.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution 24-R-08 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 24-09 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM PLAY ILLINOIS, LLC. AND APPROVING THE PURCHASE OF CERTAIN PLAYGROUND EQUIPMENT AND FIXTURES FOR THE CREEKSIDE PARK IMPROVEMENT PROJECT AT A COST NOT TO EXCEED \$82,888.00 (ADOPT)

Director Kleefisch noted that at the Capital Improvement Open House meeting for the Creekside Park Improvement Project on October 12, 2023, residents were presented with six playground options and were asked to vote on their preference. The most popular option was the one presented by Play Illinois and the Burke Playground design. Burke Playground manufactures their playgrounds in Fond du Lac, Wisconsin and are known for their innovative design, adaptability, and longevity.

He continued by outlining the equipment and design of the new playground. Staff recommends moving forward with the purchase at this time to allow enough lead time for delivery to coincide with the construction schedule.

The question regarding the longevity of the equipment was again asked, with the response of 10-20 years with routine maintenance.

The Mayor wondered if the selections as a result of the voting at the open houses was a narrow or wide margin. Director Kleefisch indicated that the selections from NuToys for Farmingdale Terrace was a landslide, almost unanimous. For Creekside Park, and the selection from Burke Playground was a majority, but a closer vote.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adopt Resolution 24-R-09 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION NO. 24-R-10 - A RESOLUTION DECLARING THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH MYS, INCORPORATED FOR THE LANE COURT BRIDGE DECK REPAIRS PROJECT (ADOPT)

Director Valent recapped the deteriorated condition of the Lane Court bridge and reminded the Board of the discussion and options presented at the August 28, 2023 Committee of the Whole meeting.

A new request for bid was released in January 2024. After a review, and verification of the performance and qualifications of the bidders, Christopher B. Burke Engineering is recommending MYS, Inc. as the lowest responsible and responsive bidder. The bid amount of \$68,330 is \$15,600 lower than the engineer's revised estimate. The anticipated completion date is the end of April 2024.

Trustee Mistele asked about the accessibility of the bridge during construction. Director Valent noted that it was his understanding that the bridge would be open during the evening hours, but that during daytime construction it would not be open. Administrator Halloran noted that the total construction time would be approximately 10 days.

Trustee Neal thanked Director Valent for his analysis of issues in the Public Works department and implementation of results.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adopt Resolution 24-R-10 as presented.

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

MOTION DECLARED CARRIED

10. BORSE PARK STORM SEWER CHANGE ORDERS

- a. RESOLUTION No. 24-R-11 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE FOR THE BORSE PARK SEWER REPLACEMENT PROJECT (ADOPT)

Director Valent outlined the background and history of the Borse Park Storm Sewer Project. He noted that two resolutions are being presented as two separate companies and contracts are involved in the completion of this project.

During the cleaning and remote visual inspection of the pipe lining, it was determined that 127 feet of pipe could not be lined due to the extreme deterioration of the pipe and would require replacement.

As a result, the contract with the firm performing the replacement would add an additional 127 feet to their contract, resulting in an increase of \$28,040. At the same time, the firm performing the lining would decrease their contract by 127 feet, resulting in a decrease of \$11,430 in the overall cost. The net increase in the overall project is \$16,610 with the overall cost of the project remaining under budget by \$29,625.

The project is slated to begin by the end of this week and be completed before the end of the current fiscal year.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to adopt Resolution 24-R-11 as presented.

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

MOTION DECLARED CARRIED

b. RESOLUTION NO. 24-R-12 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE FOR THE BORSE PARK SEWER LINING PROJECT (ADOPT)

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to adopt Resolution 24-R-12 as presented.

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

MOTION DECLARED CARRIED

11. RESOLUTION NO. 24-R-13 - A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT (815 79th Street) (ADOPT)

The Mayor indicated that a vote on item 11 would be postponed until later in the meeting.

PRIOR BUSINESS

12. TRUSTEE REPORTS

Trustee Neal has no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi wondered if it would be possible to receive the Board meeting agenda packets sooner than previous Friday midday. Director Halloran indicated that would not be possible.

Trustee Astrella had no report.

13. ATTORNEY'S REPORT

Attorney Durkin had no report and reminded the Board of the Executive Session at this evening's meeting.

14. CLERK'S REPORT

Clerk Hahn had no report.



15. ADMINISTRATOR'S REPORT

Administrator Halloran offered his thanks and congratulations to Dustin Kleefisch, the Director of Parks and Recreation, for his efforts in securing the \$600,00 OSLAD (Open Space Lands Acquisition and Development) grant which will be used as part of Phase II of the Borse Memorial Community Park project.

He also noted that Parks and Recreation hosted the first Daddy / Daughter dance with 26-27 families attending on the preceding Friday night.

16. MAYOR'S REPORT

Mayor Trilla thanked the trustees for attending the WCMC (West Central Municipal Conference) legislative breakfast. It was a great opportunity to meet local legislators and hear directly from them regarding their agenda for the coming year.

17. 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.

5 ILCS 120/2(c)(6) The setting of a price for sale or lease of property owned by the public body.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to recess to closed session at the hour of 6:57 p.m.

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

MOTION DECLARED CARRIED

The Board recessed to closed session.

The Board returned to reconvene the regular session.

A roll call was taken:

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, and Gayle Neal, Attorney Michael Durkin, Village Administrator Sean Halloran, and Assistant to the Village Administrator Alex Arteaga

Present via conference call was Village Trustee Gregory Ruffolo.

A QUORUM WAS DECLARED

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to reconvene the open session at the hour of 7:16 p.m.

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

MOTION DECLARED CARRIED

Return to Agenda Item #11:

11. RESOLUTION NO. 24-R-13 - A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT (815 79th Street) (ADOPT)

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution 24-R-13 as presented.

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

MOTION DECLARED CARRIED

18. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adjourn the Regular meeting at the hour of 7:19 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

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

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

Minutes transcribed by Administrative Assistant Jody Wegrzynski.

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK FOR BUDGET WORKSHOP #2 HELD ON THURSDAY, FEBRUARY 15, 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 Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, and Gayle Neal, 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, and Chief Lauren Kaspar.

Absent: Trustee Gregory Ruffolo, Deputy Clerk Christine Mardegan, Deputy Chief Benjamin Kadolph, and Deputy Chief Gerard Wodka.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Director Kleefisch to lead the pledge of allegiance.

4. VISITORS' BUSINESS

No visitors were present.

5. BUDGET WORKSHOP #2

**a. 2023/2024 General Fund Budget Update**

Administrator Halloran briefly reviewed the General Fund summary for fiscal year 2023/2024, including an anticipated surplus of \$1.9 million. He also noted that in 2019 there was a deficit of \$.5 million, but a surplus for the last four years a reflection of the Board's direction on revenue enhancements and holding the line on expenditures.

For the 2023/2024 CIP (Capital Improvement Program) projects, Administrator Halloran reviewed the projects which had been completed and those anticipated to be completed before the end of the fiscal year in April.

- Gower Sidewalk project: budgeted at \$75,000, actual approximately \$62,000, savings \$12,000. Completed just prior to the beginning of the school year.
- Purchase of two police vehicles: Purchase made with ARPA funds
- Message Boards: Nine message boards were installed at community parks.
- Police department ballistic shield replacement
- Adams Street LED Lighting project: Under budget by just over \$36,000. Project not yet started, due to supply chain issues, hoping to be completed by the end of April. If the budgeted amount needs to be rolled over to the coming fiscal year, the Board would be advised before the approval of the 24/25 budget.
- Police department handgun replacement: Just over an \$84,000 savings over the budgeted amount. The department is undergoing training exercises before the new weapons are deployed.
- 67<sup>th</sup> Street Traffic Signal: While this was bid and managed by Darien rather than the Village, the IGA budgeted our cost at \$200,000. The final cost to Willowbrook was \$89,371, resulting in \$110,628 of cost savings.
- Garfield Road Sign Improvements: This was an unbudgeted item paid for through the contingency line item. This was an ongoing discussion between the Village and Burr Ridge to determine what improvements to make.
- Parking Lot Sealcoating Project: Minimal savings of \$150.00 on this project to sealcoat the police department and Village Hall parking lots.
- Police Department Training Room Signage Project: With the return of the facilities as a dedicated training space, new signage was ordered from the same company who has done other signs in the Village. The savings on this project were \$8,000.
- Borse Memorial Community Park - Phase I: During Phase I this year, \$1.1 million was budgeted covering primarily the permeable paver parking lot and the stormwater drain replacement and lining. Even with the change order just approved this past Monday, the project remains significantly under budget. Some of the savings is due to the bidding of all three parking lots, the new lot off

Eleanor Place, the south parking lot at Borse, and the new lot at Midway Park, in one bid, with savings close to \$1 million.

- Midway Park Improvement Project: By far the largest project of the year, it is currently about 85% completed. The goal is to have all items completed before the end of the fiscal year, although much of the remaining work is "weather permitting." This project has also come in under budget, with the Board working with staff to use different funds and different contractors to realize the savings of just over \$250,000.

The discussion continued with a property tax comparison with other DuPage County communities. This information is included primarily as a comparison for the public.

Administrator Halloran reviewed the General Fund Expenditures for the current fiscal year and the proposed 2024/2025 budget. There is an overall cost increase in operating costs of \$640,000. There will be a decrease in spending from the General Fund, \$1.9 million, for the Capital Improvement Program (CIP). Total expenditures in the General Fund is expected to decrease by \$1.3 million. He made note of the personnel expenses allocated to the General Fund. Although there is an overall 5% increase in expenditures, that is the lowest increase in five years. Almost half of the increase was due to an increase in the actuarial recommendation for the Police pension. There was also a 4.5% increase in health insurance costs, although this increase is the second lowest in the past five years.

In a review of the General Fund revenue projections, Administrator Halloran noted that in many areas the Village saw unexpected, historic highs in the year-over-year increases. That level of increase is expected to level out in the coming years. For that reason, and the continued uncertainty of the economy, staff is projecting conservative increases in revenue. For the coming fiscal year an increase of \$233,000 is projected.

Overall, staff is projecting a surplus in the General Fund of \$3.4 million by using some of the General Obligation bond revenue to increase cash flow.

Continuing the review with the pension funding, the Police Pension Fund is 63.64% funded. The Village is working toward a goal of 100% funded by 2040, while the state goal is 90% funded by 2040. The IMRF current funded ration is 102.85%. The Village's contribution rate decreased by 3.89%, from 20.76% to 16.12%.

Administrator Halloran continued with a review of the Village's debt:

Type	Balance	Annual Contribution
Series 2015 GO Bonds (year 10 of 20)	\$3,195,000	\$345,850
IEPA Loan (year 8 of 20)	\$604,975	\$54,448
Series 2007 SSA Bonds (Paid by bond beneficiary)	\$1,315,000	N/A
Series 2022A GO Bonds (year 3 of 20)	\$8,920,000	\$541,096
Series 2022B GO Bonds (year 3 of 3)	\$1,020,000	\$169,455

Considered long term debt by auditors:

Business District Sales Tax Incentive - Harlem-Irving	N/A	\$65,000 (Estimated)
Business District Sales Tax Incentive - PFM	N/A	\$357,722.07 (1/9/23)

Administrator Halloran concluded his presentation and turned the floor over to the department heads to continue the General Fund 2024/2025 proposed budget.

#### **a. 2024/2025 General Fund Proposed Budget Discussion**

Mr. Arteaga presented the highlights and accomplishments in the VAO during the past fiscal year:

1. Implemented Village-wide Employee Engagement Activities, bringing staff from all departments together.
2. Successfully administered and presented the 2023 Citizen Survey
3. Evaluated the previous outsourced communications model and successfully implemented an internal communications model utilizing current staff abilities.
4. Currently in the process of implementing Local Administrative Adjudication, the first Administrative Adjudication hearing is scheduled for April 18, 2024.
5. Implemented merit pay for non-union employees.
6. Digitized all non-union personnel files.
7. Created a Capital Improvement Program Guide.
8. Initiated the creation of a Water Utility Customer Portal, with the expectation for this portal to go live in early May 2024.
9. Conducted Comprehensive Plan Update workshops alongside the Community Development department.
10. Implemented a Management Training Program amongst all departments to better track employee performance metrics.
11. Implemented several staff training programs that span all departments.
12. Implemented Public Works general OSHA training.
13. Assisted in the expansion of Active Adult programming.

14. Completed the Tree City USA application, awaiting official recognition as a Tree City USA member community.
15. Secured two IGA (Intergovernmental Agreement) partnerships for shared services:
  1. Custodial Services Agreement with Gower School District
  2. Snow/Ice Removal Agreement with Indian Prairie Public Library

Mr. Arteaga presented the goals and objectives of the VAO for the upcoming fiscal year:

1. Assist in the management of all CIP projects for 2024-2025.
  - I. Assist in the management of all Park Redevelopment Projects (Borse Phase II, Creekside, and Farmingdale)
2. Oversee the final stages of the Comprehensive Plan Update.
3. Expand staff training and professional development programs.
4. Successfully roll out the new Water Utility Customer Portal.
5. Oversee the analysis and implementation of a building permit software.
6. Research and analyze the potential installation of a Veteran's Memorial.
7. Assist Public Works with a long-term beautification plan.
8. Assist Public Works in the creation of a Stormwater Master Plan.
9. Assist Public Works in a leasing analysis of all Village vehicles.
10. Assist Public Works in the creation of an update to the Water Infrastructure Master Plan.

Mayor Trilla noted that although the information Mr. Arteaga presented was very quick, the accomplishments included fifteen items that had been completed during the past year. He offered his compliments and congratulations to the staff for the incredible amount of valuable work being done.

CFO Flori spoke regarding the Finance department's 2023/2024 fiscal year accomplishments and highlights:

- Received the coveted GFOA (**Government Finance Officers Association**) Triple Crown Award (GFOA's Certificate of Achievement for Excellence in Financial Reporting, Popular Annual Financial Reporting Award, and the Distinguished Budget Presentation Award)
- Continued to streamline invoice processing and expanded VAO staff members roles in Village finance and accounting procedures.
- For the second consecutive year, the Village utilized our reserve fund from IRMA to withhold annual premium amount.

She noted that the goal of the finance department for fiscal year 2024/2025 is to continue to work with all departments to increase efficiencies and implement standard reporting.

The Mayor offered his thanks to CFO Flori for her efforts in resolving past issues while continuing to move the Village forward.

Director Krol outlined the Community Development department's 2023/2024 accomplishments and highlights:

- Staff is working with Houseal Lavigne towards completing the Village Comprehensive Plan update.
- All Planning services continuing to be performed in-house by staff.
- Staff performs most residential plan reviews in-house, working towards issuing single-day review permits within 24 hours in most cases.
- Contracted new code enforcement consultants who perform inspections, send violation notices, and issue citations for compliance.

He then presented the 2024/2025 budget highlights:

- Researching Online Permitting Software to increase production and permit review time.
- Continuing BS&A training to maximize our current permit software.
- Adding Blue Beam permit review software to reduce paper submittals, review plans online, decrease internal plan review time.
- Reduce SafeBuilt plan review and inspection hours.
- Increase staff training through SBOC, BS&A, APA, and BFCA classes and events.
- 2024-2025 proposed budget increased by \$15,791 from the 2023-2024 budget:
  - \* 4-5% rate increase for all consultants.
  - \* Special Project budget increase for online permitting and comprehensive plan update.

In conclusion, Director Krol offered a brief outline of the features of the proposed plan review software, BlueBeam, to be implemented in the coming year. Administrator Halloran noted that this is a very inexpensive solution (\$300.00) to offer a wider variety of services, and more efficient service, to the public. This is a step toward offering online, digital reviews and permitting.

Director Krol also noted by completing most of the reviews in-house, the department is reducing the amount spent with Safebuilt for plan review and inspection.

Director Kleefisch presented the 2023/2024 accomplishments and highlights in the Parks and Recreation department:



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- Organized five CIP Open House meetings for park projects (2x Farmingdale, 2x Creekside, and One for Borse Phase II)
- Increased registrations to 2,207 for FY 23/24 (26% increase from FY 22/23).
- Developed new special events such as Neighborhood Nights, Glow Rider, Watermelons on Water, New Years Eve Baby Bash, Daddy/Daughter Dance, Mommy and Me Superhero Dance Party, Golden Egg Scavenger Hunt,
- Managed the process of changing Special Recreation Associations to becoming Southeast Area Special Parks and Recreation (SEASPAR) members
- Developed strategic partnerships with Darien Park District and Village of Hinsdale to expand the Active Adult program.
- Developed and implemented new Strategic Plan.
- Collaborated on development of the Village Marketing Plan.
- Oversaw the construction projects for Midway Park and Borse Park Project Phase I which included the construction of the permeable paver parking lot and drainage restoration
- Increased resident participation rate by 84.9% for Active Adult program (through Jan 2024)

He continued his presentation with the Parks & Recreation 2024/2025 goals:

- Execute park projects at Farmingdale Terrace, Creekside, and Borse Park Phase II.
- Provide 180+ unique program offerings for the year and achieve a 60% run rate
- Hit 1,650 registrations for the FY 24/25 (10% over last year's goal).
- Implement wiffleball leagues and additional recreational opportunities for Midway Park.
- Create business plan model and analysis for pickleball court revenue.
- Update process/procedure for Park inspections and documentation to score higher on IRMA assessment.
- Develop community programming/event opportunities with SEASPAR.
- Research and submit grant opportunities for Borse Park Project Phase III such as OSLAD and GIGO, DCEO grants.

He then presented the 2024/2025 budget highlights:

- Generate \$300,000 in revenue.
- Continued growth in Active Adults programming.

- Continued investment in community and special events for the residents.

The Mayor thanked Director Kleefisch for the great job and told him to keep up the good work. He noted he is excited for the wiffleball season and indicated he had his team's name ready.

Chief Kaspar presented the 2023/2024 accomplishments and highlights of the Police department:

- Hired a Community Service Officer, new Deputy Chief, and four patrol officers.
- Implemented quarterly labor management meetings to facilitate better communication with the collective bargaining unit. These meetings led to the establishment of a Retirement Health Savings plan and 12-hour shift trial.
- Implemented NIBRS test system for crime reporting and successfully became NIBRS compliant in fall 2023.
- Collaborated with Parks and Recreation to develop numerous children's and senior programs such as Cops & Bobbers and Senior Safety Seminars.
- Implemented new police department initiatives and refreshed existing ones such as Shop with a Cop and Employees Awards.
- Hosted/Attended numerous Homeowners Association Meetings and hosted business partner trainings to bolster Community Oriented Policing.
- Successfully completed year 2 annual web-based CALEA online assessment (October 2023).

Highlights from the 2023/2024 budget included:

- Acquired new guns under CIP purchase in (Jan 2024) with a budgetary savings of \$84,556.92.
- Acquired two new squad vehicles utilizing ARPA funds.
- Applied for two and received two separate disbursements of \$182,000 and \$90,000 for a total of \$272,000 in grant funding for the Organized Retail Crime grant in summer/fall of 2023. This grant assisted with overtime reimbursement and acquisition of security cameras for retail establishments.
- Applied for and received the Illinois Department of Transportation's Selective Traffic Enforcement Program grant (\$22,080) in summer of 2023. This grant will allow for overtime reimbursement for increased selective traffic enforcement.

She continued her presentation with the Police Department's 2024/2025 goals:

- Implement equipment upgrades to establish a designated Emergency Operations Center (EOC) in the police department training room and conduct training to activate the EOC.
- Establish standardized procedures for expungements and records destruction in accordance with state statute.
- Complete installation, deployment, and training for all remaining retail security cameras purchased with Organized Retail Crime grant funds.
- Prepare for and complete year 3 CALEA annual web-based assessment in October 2024.
- Complete cost analysis for 12-hour shift trial at the 6-month mark after implementation.
- Develop a Citizen's Police Academy.

She then presented the 2024/2025 budget highlights:

- Expected reduction in overtime expenses due to 12-hour shift implementation and achieving full staffing.
- Expected increase in personnel costs with 12-hours shifts and as the department achieves full staffing.
- Explore grant options for equipment purchase such as drones, virtual reality, and other training items.
- Apply for and receive a grant for bullet proof vest replacement to offset equipment costs.
- Utilize shared services and Village facilities to host more training in-house to explore a possible reduction in training expenditures.
- Streamline fleet and facility management in collaboration with Public Works to find areas where expenditures can be cut.

Foreman Passero presented the 2023/2024 accomplishments and highlights of the Public Works department:

- Drafted the Snow Operations Manual.
- Implemented a programmatic approach for the following services (tree trimming, tree/stump removal and concrete flatwork).
- Implemented intergovernmental agreements.
- Filled the role of Public Works Director.
- Oversee the beginning of the valve location project.
- Assist with the Midway Park Improvement Project.
- Assist with the Phase I of the Borse Park Improvement Project.
- Oversee the Adams Street LED Lighting Project.

Administrator Halloran noted that the valve locating project is a large project, and one of the most important in the Village.

With the latest update from the contractor, currently the project is 35-40% completed. One of the issues that has been discovered is that, of the valves that have been located, approximately 40% are "unknown", meaning neither the pipes nor the valves cannot be seen with the methods in use, generally due to being encased in debris or groundwater.

Highlights from the 2023/2024 budget included:

- Decreased contractual costs due to phasing out tree trimming, tree/stump removal.
- Decrease costs in salt and snow plowing services

Director Valent continued the presentation with Public Work's 2024/2025 goals:

- Seek opportunities for staff's professional development in certifications for being an arborist, automotive specialist, and stormwater professional.
- Define specifications, take delivery, and place into service a combination backhoe loader.
- Identify the needs for implementing de-icing equipment and chemical treatment processes to improve snow plowing services.
- Assist the VAO in creating and implementing a beautification plan for Village properties.
- Oversee and assist the Director of Parks with the many park improvement projects.
- Develop multi-year pavement management and preventative maintenance programs.
- Review the current vehicle fleet, enhance the maintenance program, and define optimal time for replacement.
- Lead a leasing analysis for all Village vehicles with VAO and Police

He then presented the 2024/2025 budget highlights:

- Increase in staffing by one position with the Director of Public Works
- Increase in contractual expenses for tree trimming and tree removal due to the increased quantities in Section 2.

Administrator Halloran noted that Foreman Passero and his staff have done a great job in reducing overall costs in Public Works, increasing the amount of work done in-house and finding more efficient methods of getting the work done, without reducing services to the Village.

The Administrator noted that the presentations from the department heads have been concluded and staff is available for questions from the Board.

Trustee comments included Trustee Davi indicating he was impressed with the information provided. Trustee Berglund indicated that staff had done a phenomenal job. Trustee Mistele thanked staff and was glad that things seem to be going quite well. Trustee Neal also thanked staff and was glad for the positive thoughts.

Mayor Trilla stated that he echoed the comments and sentiments of the Trustees. He expressed his pride in seeing the improvements in every single corner of the Village. High praise goes to the Administrator, as well as his choices of department heads and their staff. The Mayor is looking forward to a great year. He encouraged staff to continue to come up with great ideas. Keep up the great work!

#### 6. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to adjourn the Special Meeting at the hour of 7:00 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

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

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

Minutes transcribed by Administrative Assistant Jody Wegrzynski.

W A R R A N T S

February 26, 2024

GENERAL CORPORATE FUND	-----	\$	139,135.40
WATER FUND	-----	\$	88,709.99
MOTOR FUEL TAX FUND	-----	\$	16,798.27
CAPITAL PROJECT FUND	-----	\$	258,981.29
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	770.00
17 SERIES 2022 BOND	-----	\$	5,122.07
TOTAL WARRANTS	-----	\$	509,517.02

Lora Flori, Director of Finance

APPROVED:  
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/13/2024	APCH	101454	STATS SPORTS BAR	COMMISSARY PROVISION	455-355	10	225.00
02/16/2024	APCH	101455	AMERICAN LITHO	PRINTING & PUBLISHING	550-302	20	2,084.75
02/22/2024	APCH	101456	CHASEFIVE STUDIO	COMMUNITY EVENTS	585-522	20	650.00
02/26/2024	APCH	101459	ARTISTIC ENGRAVING	OPERATING EQUIPMENT	630-401	30	111.25
02/26/2024	APCH	101461#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	168.92
				PHONE - TELEPHONES	630-201	30	4,023.11
				TELEPHONES	710-201	35	288.67
				CHECK APCHK 101461 TOTAL FOR FUND 01:			4,480.70
02/26/2024	APCH	101462	B & E AUTO REPAIR & TOWING	MAINTENANCE - BUILDING	630-228	30	403.96
02/26/2024	APCH	101463	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	650.00
02/26/2024	APCH	101465	BUCKEYE POWER SALES CO INC	MAINTENANCE - BUILDING	466-228	10	1,184.90
02/26/2024	APCH	101466	CAROL O'ROURKE	PRINTING & PUBLISHING	550-302	20	2,150.00
02/26/2024	APCH	101467	CARROLL CONSTRUCTION SUPPLY	MAINTENANCE	725-410	35	930.01
				MAINTENANCE	725-410	35	333.93
				CHECK APCHK 101467 TOTAL FOR FUND 01:			1,263.94
02/26/2024	APCH	101468	CASE LOTS, INC	MAINTENANCE - BUILDING	466-228	10	450.15
02/26/2024	APCH	101470	CHRISTOPHER B. BURKE	CONTINGENCIES	490-799	10	537.00
02/26/2024	APCH	101471*#	COMED	ENERGY - STREET LIGHTS	745-207	35	556.81
				ENERGY - STREET LIGHTS	745-207	35	60.88
				CHECK APCHK 101471 TOTAL FOR FUND 01:			617.69
02/26/2024	APCH	101473*#	COMPASS MINERALS AMERICA	SALT	755-331	35	10,614.53
02/26/2024	APCH	101474#	CONNECTA SATELLITE SOLUTIONS LLC	PHONE - TELEPHONES	455-201	10	72.79
				PHONE - TELEPHONES	455-201	10	72.79
				PHONE - TELEPHONES	630-201	30	72.79
				PHONE - TELEPHONES	630-201	30	72.79
				CHECK APCHK 101474 TOTAL FOR FUND 01:			291.16
02/26/2024	APCH	101475	CRITICAL REACH INC	EDP LICENSES	640-263	30	390.00
02/26/2024	APCH	101477	DCSPMA	FEES/DUES/SUBSCRIPTIONS	630-307	30	125.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/26/2024	APCH	101479	DUPAGE COUNTY RECORDER	FEES/DUES/SUBSCRIPTIONS	455-307	10	237.00
02/26/2024	APCH	101480#	DUPAGE MAYORS AND MGRS. CONF.	PUBLIC RELATIONS	420-365	05	240.00
				COMMISSARY PROVISION	455-355	10	60.00
				CHECK APCHK 101480 TOTAL FOR FUND 01:			300.00
02/26/2024	APCH	101481*#	ELROD FRIEDMAN LLP	CODIFY ORDINANCES	455-266	10	4,290.25
				CODIFY ORDINANCES	455-266	10	1,015.00
				CODIFY ORDINANCES	455-266	10	175.00
				CODIFY ORDINANCES	455-266	10	3,003.00
				CODIFY ORDINANCES	455-266	10	1,925.00
				CHECK APCHK 101481 TOTAL FOR FUND 01:			10,408.25
02/26/2024	APCH	101484	FIRST STUDENT, INC.	COMMUNITY EVENTS	585-522	20	260.00
02/26/2024	APCH	101485	FOX TOWN PLUMBING INC	MAINTENANCE	725-410	35	2,132.41
				MAINTENANCE	725-410	35	466.50
				CHECK APCHK 101485 TOTAL FOR FUND 01:			2,598.91
02/26/2024	APCH	101486	HAYES MECHANICAL	MAINTENANCE	725-410	35	545.86
02/26/2024	APCH	101487*#	HOME DEPOT CREDIT SERVICES	MAINTENANCE - BUILDING	466-228	10	358.26
				COMMUNITY EVENTS	585-522	20	254.85
				COMMUNITY EVENTS	585-522	20	832.99
				COMMUNITY EVENTS	585-522	20	484.04
				COMMUNITY EVENTS	585-522	20	280.18
				COMMUNITY EVENTS	585-522	20	197.80
				COMMUNITY EVENTS	585-522	20	699.71
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	393.84
				CHECK APCHK 101487 TOTAL FOR FUND 01:			3,501.67
02/26/2024	APCH	101489	ILLINOIS DEPT. OF TRANSPORTATION	MAINTENANCE - TRAFFIC SIGNALS	745-224	35	1,929.63
02/26/2024	APCH	101490	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00
02/26/2024	APCH	101491*#	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	12,540.00
02/26/2024	APCH	101494	NJ RYAN TREE & LANDSCAPE LLC	SNOW REMOVAL CONTRACT	740-287	35	18,480.00
				SNOW REMOVAL CONTRACT	740-287	35	20,580.00
				CHECK APCHK 101494 TOTAL FOR FUND 01:			39,060.00



Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/26/2024	APCH	101496	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	6,847.75
				CONSULTING SERVICES - IT	460-306	10	275.00
				CONSULTING SERVICES - IT	460-306	10	30.00
				CHECK APCHK 101496 TOTAL FOR FUND 01:			7,152.75
02/26/2024	APCH	101497	PATRICK BAIO	ACTIVE ADULT PROGRAM	590-517	20	176.40
02/26/2024	APCH	101498	PORTER LEE CORPORATION	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	1,000.00
02/26/2024	APCH	101500	RATHS, RATHS & JOHNSON, INC.	ENGINEERING SERVICES	820-262	40	551.25
				ENGINEERING SERVICES	820-262	40	521.25
				ENGINEERING SERVICES	820-262	40	1,425.00
				CHECK APCHK 101500 TOTAL FOR FUND 01:			2,497.50
02/26/2024	APCH	101501	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	735.00
				OPERATING EQUIPMENT	630-401	30	252.00
				CHECK APCHK 101501 TOTAL FOR FUND 01:			987.00
02/26/2024	APCH	101502	READY REFRESH	COMMISSARY PROVISION	455-355	10	372.76
02/26/2024	APCH	101503	RUSSO'S POWER EQUIPMENT	MAINTENANCE	725-410	35	1,125.94
02/26/2024	APCH	101504	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	1,986.21
				BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	617.75
				CHECK APCHK 101504 TOTAL FOR FUND 01:			2,603.96
02/26/2024	APCH	101505	SUBURBAN DOOR CHECK & LOCK SERVI	OPERATING SUPPLIES & EQUIPMENT	710-401	35	10.50
02/26/2024	APCH	101507	THOMAS J BRESCIA	FEES - FIELD COURT ATTORNEY	630-241	30	1,850.00
02/26/2024	APCH	101508	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	1,161.00
				ELEVATOR INSPECTION	830-117	40	645.00
				CHECK APCHK 101508 TOTAL FOR FUND 01:			1,806.00
02/26/2024	APCH	101509	THORNTON HISTORICAL SOCIETY	ACTIVE ADULT PROGRAM	590-517	20	1,120.00
02/26/2024	APCH	101510	TIKI TERRACE	ACTIVE ADULT PROGRAM	590-517	20	1,351.69
02/26/2024	APCH	101513*#	ULINE	MAINTENANCE	725-410	35	493.90
02/26/2024	APCH	101515	UNDERGROUND PIPE SOLUTIONS	JET CLEANING CULVERT	750-286	35	1,543.75

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				JET CLEANING CULVERT	750-286	35	2,600.00
				JET CLEANING CULVERT	750-286	35	4,600.00
				JET CLEANING CULVERT	750-286	35	3,000.00
				JET CLEANING CULVERT	750-286	35	3,150.00
				JET CLEANING CULVERT	750-286	35	2,887.50
				CHECK APCHK 101515 TOTAL FOR FUND 01:			17,781.25
02/26/2024	APCH	101518*#	WAREHOUSE DIRECT, INC.	OFFICE SUPPLIES	455-301	10	179.80
				UNIFORMS	710-345	35	62.28
				CHECK APCHK 101518 TOTAL FOR FUND 01:			242.08
02/26/2024	APCH	101519#	WESTERN FIRST AID & SAFETY	BUILDING MAINTENANCE SUPPLIES	466-351	10	134.55
				MAINTENANCE	725-410	35	127.77
				CHECK APCHK 101519 TOTAL FOR FUND 01:			262.32
02/26/2024	APCH	101521#	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	240.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	60.00
				SCHOOLS/CONFERENCES/TRAVEL	810-304	40	90.00
				CHECK APCHK 101521 TOTAL FOR FUND 01:			390.00
				Total for fund 01 GENERAL FUND			139,135.40

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
02/26/2024	APCH	101457	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	77.95
02/26/2024	APCH	101458	ALARM DETECTION SYSTEMS INC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	224.94
				WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	261.27
				WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	377.88
				CHECK APCHK 101458 TOTAL FOR FUND 02:			864.09
02/26/2024	APCH	101460	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	736.00
				LEAK SURVEYS	430-276	50	2,292.00
				CHECK APCHK 101460 TOTAL FOR FUND 02:			3,028.00
02/26/2024	APCH	101464	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	500.00
02/26/2024	APCH	101469	CHICAGOLAND PAVING CONTRACTORS,	DISTRIBUTION SYSTEM REPLACEMENT	440-694	50	20,946.60
02/26/2024	APCH	101471*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	1,188.27
				ENERGY - ELECTRIC PUMP	420-206	50	492.12
				CHECK APCHK 101471 TOTAL FOR FUND 02:			1,680.39
02/26/2024	APCH	101472	COMMERCIAL TIRE SERVICE, INC	VEHICLE MAINTENANCE	401-350	50	522.00
				VEHICLE MAINTENANCE	401-350	50	1,153.55
				CHECK APCHK 101472 TOTAL FOR FUND 02:			1,675.55
02/26/2024	APCH	101482	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	200.00
02/26/2024	APCH	101483	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	4,500.00
				STREET IMPROVEMENTS SERVICES	430-281	50	3,900.00
				STREET IMPROVEMENTS SERVICES	430-281	50	4,200.00
				STREET IMPROVEMENTS SERVICES	430-281	50	2,900.00
				CHECK APCHK 101483 TOTAL FOR FUND 02:			15,500.00
02/26/2024	APCH	101487*#	HOME DEPOT CREDIT SERVICES	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	318.90
				MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	452.87
				STREET IMPROVEMENTS SERVICES	430-281	50	184.20
				STREET IMPROVEMENTS SERVICES	430-281	50	24.96
				MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	395.73
				MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	345.48
				CHECK APCHK 101487 TOTAL FOR FUND 02:			1,722.14

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
02/26/2024	APCH	101491*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	8,360.00
02/26/2024	APCH	101506	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	264.60
				STREET IMPROVEMENTS SERVICES	430-281	50	1,728.00
				CHECK APCHK 101506 TOTAL FOR FUND 02:			1,992.60
02/26/2024	APCH	101511	TRAFFIC CONTROL & PROTECTIONS	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,642.90
02/26/2024	APCH	101512	TWIG TECHNOLOGIES & RUETTIGER,	GIS	460-213	50	28,200.80
02/26/2024	APCH	101513*#	ULINE	VEHICLE MAINTENANCE	401-350	50	365.05
02/26/2024	APCH	101514	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	360.00
				MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	1,032.00
				CHECK APCHK 101514 TOTAL FOR FUND 02:			1,392.00
02/26/2024	APCH	101517	VESCO OIL CORPORATION	VEHICLE MAINTENANCE	401-350	50	142.45
02/26/2024	APCH	101518*#	WAREHOUSE DIRECT, INC.	UNIFORMS	401-315	50	76.12
02/26/2024	APCH	101520	WILLOWBROOK FORD INC.	VEHICLE MAINTENANCE	401-350	50	343.35
Total for fund 02 WATER FUND							88,709.99

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 04 MOTOR FUEL TAX FUND							
02/26/2024	APCH	101473*#	COMPASS MINERALS AMERICA	ROCK SALT	410-371	56	8,466.09
				ROCK SALT	410-371	56	1,801.13
				ROCK SALT	410-371	56	6,531.05
				CHECK APCHK 101473 TOTAL FOR FUND 04:			16,798.27
				Total for fund 04 MOTOR FUEL TAX FUND			16,798.27

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
02/26/2024	APCH	101476	DARIEN CITY OF	67TH STREET TRAFFIC SIGNAL	600-315	55	89,371.10
02/26/2024	APCH	101478	DUPAGE COUNTY	BORSE PARK PHASE II	600-347	55	480.00
02/26/2024	APCH	101488	ILLINOIS DEPT OF NATURAL RESOURC	BORSE PARK PHASE II	600-347	55	260.00
02/26/2024	APCH	101492	LIVING WATERS CONSULTANTS	BORSE PARK PHASE II	600-347	55	2,500.00
				BORSE PARK PHASE II	600-347	55	7,500.00
				BORSE PARK PHASE II	600-347	55	392.81
				CHECK APCHK 101492 TOTAL FOR FUND 10:			10,392.81
02/26/2024	APCH	101495	NOVOTNY ENGINEERING	ROAD PROGRAM DESIGN	600-310	55	9,112.50
				RESURFACING	600-313	55	45.00
				67TH STREET TRAFFIC SIGNAL	600-315	55	90.00
				RADIO REPLACEMENT	600-319	55	585.00
				BORSE PARK IMPROVEMENT PROJECT	600-340	55	9,363.71
				BORSE PARK IMPROVEMENT PROJECT	600-340	55	9,228.60
				MIDWAY PARK UPGRADE	600-342	55	8,737.95
				MIDWAY PARK UPGRADE	600-342	55	9,228.60
				CHECK APCHK 101495 TOTAL FOR FUND 10:			46,391.36
02/26/2024	APCH	101499	RAGS ELECTRIC, INC	MIDWAY PARK UPGRADE	600-342	55	50,000.00
				MIDWAY PARK UPGRADE	600-342	55	20,000.00
				MIDWAY PARK UPGRADE	600-342	55	10,500.00
				CHECK APCHK 101499 TOTAL FOR FUND 10:			80,500.00
02/26/2024	APCH	101516	UPLAND DESIGN, LTD.	FARMINGDALE TERRACE PROJECT	600-346	55	35.67
				FARMINGDALE TERRACE PROJECT	600-346	55	2,600.00
				FARMINGDALE TERRACE PROJECT	600-346	55	8,759.67
				BORSE PARK PHASE II	600-347	55	8,759.67
				BORSE PARK PHASE II	600-347	55	35.67
				CREEKSIDE PARK IMPROVEMENT PROJECT	600-348	55	35.67
				CREEKSIDE PARK IMPROVEMENT PROJECT	600-348	55	8,759.67
				CREEKSIDE PARK IMPROVEMENT PROJECT	600-348	55	2,600.00
CHECK APCHK 101516 TOTAL FOR FUND 10:			31,586.02				
Total for fund 10 CAPITAL PROJECT FUND							258,981.29

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
02/26/2024	APCH	101481*#	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	770.00
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			770.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 17 SERIES 2022 BOND							
02/26/2024	APCH	101493	MALLON AND ASSOCIATES, INC.	OTHER PROFESSIONAL SERVICE (WEDP)	540-425	80	5,122.07
				Total for fund 17 SERIES 2022 BOND			5,122.07
TOTAL - ALL FUNDS							509,517.02

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

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





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## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 6.e**

**DATE: February 26, 2024**

**SUBJECT:**

A MOTION TO APPROVE AN APPLICATION FOR A LICENSE TO HOLD A RAFFLE – WEST SUBURBAN SYMPHONY SOCIETY

### **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**

Pass a motion to approve a license to hold a raffle for the West Suburban Symphony Society.

### **BACKGROUND/SUMMARY**

The West Suburban Symphony Society is a not-for-profit organization that operates four community musical groups: three orchestras and a symphonic chorus. The Society's mission is to:

- Delight its audiences by offering enjoyable and affordable musical programs in the Chicago area
- Inspire, educate and foster the musical talent of children and young adults
- Enrich the musical lives of its members and the communities where they perform

The Symphony Society presents concerts year-round, primarily in communities from La Grange to Downers Grove, and on occasion in Naperville, Wheaton, Chicago, and on tour in the U.S. and abroad.

The raffle is to be held March 2, 2024 at Ashton Place, 341 75<sup>th</sup> Street, Willowbrook. This is the sixth application for this organization over the course of a number of years.

### **FINANCIAL IMPACT**

There is no cost associated with the motion.

### **RECOMMENDED ACTION:**

Pass the motion to approve the application to issue a license to hold a raffle to the West Suburban Symphony Society.



# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

## Mayor

Frank A. Trilla

## Village Clerk

Deborah Hahn

## Village Trustees

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Paul Oggerino

Gregory Ruffolo

## Village Administrator

Brian Pabst

## Chief of Police

Robert Schaller

## Director of Finance

Carrie Dittman

## APPLICATION FOR LICENSE TO HOLD A RAFFLE

1. Name, age, and address of the applicant in the case of an individual or in such other case of the duly authorized representative of the applicant, the date of incorporation of any corporation, the date of formation of any other organization, the object for which an organization or corporation was formed, the names and addresses of the officers and directors of any organization or corporation.

Name	Address	Age
West Suburban Symphony	P.O.Box 565, Hinsdale IL 60522	
Richard Lukes, President		

Date of incorporation if corporation: 7-18-1988  
Date of formation of organization: 8-4-1947  
Object for which organization or corporation was formed:

2. The area or areas within the Village in which raffle chances will be sold or issued and the time during which raffle chances will be sold or issued.  
Ashton Place - 341 75th Street, Willowbrook IL 60527

3. The date on which the drawing is to be held  
3/2/24

4. The place at which the drawing is to be held.  
Ashton Place - 341 75th Street, Willowbrook IL 60527

5. Has the applicant ever been convicted of a felony and been disqualified to receive a license by reason of any matter or thing contained in Chapter 3-17 of the Village of Willowbrook Code of Ordinances, laws of the State or of the United States of America.

Yes: No: X

If yes, explain:



Proud Member of the  
Illinois Route 66 Scenic Byway

6. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.  
Prizes will be worth between \$50-\$200 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. The maximum retail value of each prize awarded by the licensee in a single raffle.  
\$200 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. The maximum price which may be charged for each raffle chance issued or sold.  
\$20 for 5 chances \_\_\_\_\_  
\_\_\_\_\_
9. Has a previous license issued by any state or subdivision thereof or by the Federal government ever been revoked:  
Yes: \_\_\_\_\_ No: X \_\_\_\_\_  
If yes, state reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Affirm that the applicant will not violate any of the laws of the State or of the United States or any ordinances of this Village in the conduct of raffles.  
Yes. No laws have been violated \_\_\_\_\_
11. Affirm that the applicant will not allow gambling devices or gambling on the premises where the drawing will be held.  
Yes. No gambling devices will be used or on the premise \_\_\_\_\_
12. Attach a sworn statement attesting to the not-for-profit character of the prospective licensee organization signed by the presiding officer and secretary of that organization.

Signature: \_\_\_\_\_

Date 11/9/23



# Village of WILLOWBROOK

---

**Mayor**

Frank A. Trilla

**Village Clerk**

Deborah Hahn

**Village Trustees**

Mark L. Astrella

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Gregory Ruffolo

**Village Administrator**

Sean Halloran

**Chief of Police**

Lauren Kaspar



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Illinois Route 66 Scenic Byway

## LICENSE TO HOLD A RAFFLE

1. The name of the Licensee:  
West Suburban Symphony
2. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.  
\$50.00 - \$200.00
3. The maximum retail value of each prize awarded by the licensee in a single raffle.  
\$200.00
4. The maximum price which may be charged for each raffle chance issued or sold.  
\$ 20.00 for 5 chances
5. The maximum number of days during which chances may be issued or sold.  
One (1) day
6. The date on which the drawing is to be held.  
March 2, 2024
7. The place at which the drawing is to be held.  
Ashton Place, 341 W. 75th Street, Willowbrook

APPROVED BY THE MAYOR AND BOARD OF TRUSTEES AT THE  
REGULAR MEETING HELD ON THE 26th DAY OF FEBRUARY 2024.

---

Deborah A. Hahn

Village Clerk



# Village of WILLOWBROOK

---

**Mayor**

Frank A. Trilla

**Village Clerk**

Deborah Hahn

**Village Trustees**

Mark L. Astrella

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Gregory Ruffolo

**Village Administrator**

Sean Halloran

**Chief of Police**

Lauren Kaspar



Proud Member of the  
Illinois Route 66 Scenic Byway

February 26, 2024

Mr. Richard Lukes

West Suburban Symphony

P.O. Box 565

Hinsdale, IL 60522

Dear Mr. Lukes,

Enclosed please find the "License to Hold a Raffle" for the West Suburban Symphony fundraising event to be held on March 2, 2024, at Ashton Place. The raffle was approved by the Mayor and Board of Trustees at their regular meeting held on Monday, February 26, 2024.

I wish you success with your event. If you have any questions, please do not hesitate to contact me at 630-920-2234.

Sincerely,

Christine Mardegan

Deputy Clerk/Executive Secretary





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## **BOARD OF TRUSTEES MEETING**

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

**DATE: February 26, 2024**

**SUBJECT:**

**ORGANIZED RETAIL CRIME SURVEILLANCE CAMERAS LICENSE AGREEMENTS**

- i. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH WILLOWBROOK SQUARE MANAGEMENT CO., INC.
- ii. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT WITH REGENCY CENTERS, L.P.

### **STAFF REPORT**

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

### **PURPOSE AND ACTION REQUESTED**

Village staff is requesting approval for a license agreement between the Village of Willowbrook and Willowbrook Square Management Co. Inc. and a first amendment to the existing license agreement between the Village of Willowbrook and Hinsdale Lake Commons (Regency Centers, L.P.).

### **BACKGROUND/SUMMARY**

In March of 2023, the Village of Willowbrook was approved for a grant awarded by the State of Illinois Attorney General's Office to help with its Organized Retail Crime (ORC) program. As part of the grant award, the Village received funds to purchase Mobile Pro Camera Systems. Staff worked on partnering with local retail areas to identify locations to deploy these cameras. As deployment and work began to agree to terms with the property owners identified, two property owners withdrew their initial interest in partnering in this program. This resulted in an opportunity to reallocate three (3) cameras to new locations.

Staff worked with Willowbrook Square in identifying their property for deployment of two (2) cameras that were previously allocated elsewhere. Staff also worked with Hinsdale Lake Commons to identify an additional location on their property to add a camera to better enhance their coverage. This would amend the original agreement with Hinsdale Lake Commons from two (2) to three (3) cameras.

Staff are seeking approval of the licensing agreement between the Village of Willowbrook and Willowbrook Square, and the approval of the first amendment to the non-exclusive license agreement with Hinsdale Lake Commons.



**Example of Mobile Pro Camera Systems in use**

**FINANCIAL IMPACT**

No financial impact.

**RECOMMENDED ACTION:**

Staff is recommending approval of the resolutions to approve a new license agreement with Willowbrook Square Management Co., Inc. and a first amendment to the agreement with Regency Centers, L.P.

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND  
ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH  
WILLOWBROOK SQUARE MANAGEMENT CO., INC.**

---

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

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

**WHEREAS**, Willowbrook Square Management Co., Inc., Licensors, is the owner of that certain property located at 16-108 W. 63<sup>rd</sup> Street, Willowbrook, Illinois (the “Property”);

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

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

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



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

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

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

**SECTION 3.** The corporate authorities hereby approve that certain Non-Exclusive License Agreement with Licensor, Willowbrook Square Management Co., Inc., a copy of which is attached hereto and marked as Exhibit “A”.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and APPROVED this 26<sup>th</sup> day of February, 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-Exclusive License Agreement**

## NON-EXCLUSIVE LICENSE AGREEMENT

This License Agreement ("License") is made and entered into on this 26th day of February, 2024, by and between Willowbrook Square Management Co., Inc., an Illinois corporation (herein referred to as "Licensor") and the Village of Willowbrook, DuPage County, Illinois, an Illinois municipal corporation (herein referred to as "Licensee").

Licensee desires to enter onto property owned by Willowbrook Square Management Co., Inc., commonly known as the parking lot of 16-108 W. 63<sup>rd</sup> Street, Willowbrook, Illinois (the "Property"), for the purpose of installing and attaching two (2) Sentry 6000 Mobile Pro Systems camera devices onto Licensor's parking lot light poles owned and maintained by Licensor, and the Licensor is willing to grant Licensee a temporary non-exclusive license to do so, on the terms and conditions set forth below.

Licensor hereby grants Licensee a temporary non-exclusive license for the purpose of installing, attaching, maintaining and using two (2) Sentry 6000 Mobile Pro Systems camera devices onto two (2) parking lot light poles owned and maintained by Licensor, subject to the following terms and conditions:

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

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

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

(3) **CONDITION; MAINTENANCE; REPAIR.** Licensee accepts the Property in its current condition, and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair any of the two (2) Sentry 6000 Mobile Pro Systems camera devices during the License Term. Any maintenance or repairs made to the camera devices on the Property by the Licensee shall be made at the sole expense of the Licensee, and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Licensor. Licensor grants access to the Property to Licensee to maintain, repair, or replace any of the two (2) Sentry 6000 Mobile Pro Systems camera devices, as needed, during the term of the License. Further, Licensor

shall not be liable to Licensee for any damage or injury occasioned by the failure of the Licensor to keep the Property maintained and in repair.

(4) **INSTALLATION COSTS:** Licensee shall be solely responsible for the electrical hookup costs incurred in the installation of the two (2) Sentry 6000 Mobile Pro Systems camera devices onto the two (2) parking lot light poles.

(5) **ELECTRICITY COSTS ONLY:** Licensor shall be solely responsible for the electricity costs incurred in the operation of the camera devices in the operation of the two (2) parking lot light poles.

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

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

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

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

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

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

If to Licensor:

David Froberg  
c/o Willowbrook Square Management Co., Inc.  
P.O. Box 68  
Hinsdale, Illinois 60522

(8) Upon termination of this License, Licensee shall, at its sole cost, remove the two (2) Sentry 6000 Mobile Pro Systems camera devices.

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

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

**LICENSOR**

Willowbrook Square Management Co., Inc.,  
an Illinois corporation

By: \_\_\_\_\_  
Partner

Attest: \_\_\_\_\_  
(Title i.e. Secretary)

**LICENSEE**

Village of Willowbrook,  
an Illinois municipal corporation

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

**ATTEST:**

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

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND  
ACCEPTANCE OF A FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE  
AGREEMENT WITH REGENCY CENTERS, L.P.**

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

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

**WHEREAS**, Regency Centers, L.P. is the owner of that certain shopping center known as Hinsdale Lake Commons located at 6300 Robert Kingery Highway, Willowbrook, Illinois (the “Property”);

**WHEREAS**, the Village, by Resolution No. 23-R-65, approved a Non-Exclusive License Agreement with Regency Centers, L.P. (“Licensor”), where Licensor granted the Village a certain non-exclusive license (the “License”) for the purpose of installing, attaching, maintaining and using two (2) security cameras at the Property to assist in police investigations and enhance public safety, in accordance with the terms and conditions of the Non-Exclusive License Agreement; and

**WHEREAS**, the Village and Licensor now desire to amend said Non-Exclusive License Agreement to add the installation, attachment, maintenance and use of one (1) additional security camera at the Property, owned and maintained by the Licensor, for a total of three (3) security cameras at the Property, as set forth in that certain First Amendment to Non-Exclusive License Agreement Between Regency Centers, L.P. and the Village of Willowbrook, 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 facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 2.** It is hereby determined that it is advisable, necessary and in the public interest that the Village accept, enter into and approve the First Amendment to Non-Exclusive License Agreement with Licensors, for the purpose of the construction, installation, maintenance and use of one (1) additional security camera at the Property, owned and maintained by Licensors, for a total of three (3) security cameras at the Property, as described in the First Amendment to Non-Exclusive License Agreement.

**SECTION 3.** The corporate authorities hereby approve that certain First Amendment to Non-Exclusive License Agreement with Licensors, Regency Centers, L.P., a copy of which is attached hereto and marked as Exhibit "A".

[REST OF PAGE INTENTIONALLY LEFT BLANK]



**SECTION 4.** The Mayor is hereby authorized and directed to execute, and the Village Clerk is authorized to attest, on behalf of the Village of Willowbrook, the First Amendment to Non-Exclusive License Agreement with Licensor, Regency Centers, L.P., attached hereto and marked as Exhibit “A”,

PASSED and APPROVED this 26<sup>th</sup> day of February, 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”**

### **First Amendment to Non-Exclusive License Agreement**

**FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN  
REGENCY CENTERS, L.P., A DELAWARE LIMITED PARTNERSHIP, AND THE  
VILLAGE OF WILLOWBROOK**

This First Amendment to the Non-Exclusive License Agreement for the installation, attachment, maintenance and use of security cameras at the shopping center known as Hinsdale Lake Commons, located at 6300 Robert Kingery Highway, Willowbrook, Illinois (the “Property”), made this 26<sup>th</sup> day of February, 2024, between the Village of Willowbrook, a municipal corporation of the State of Illinois (the “Licensee”), and Regency Centers, L.P., a Delaware limited partnership (the “Licensor”), for the installation, attachment, maintenance and use of one (1) additional security camera at the Property, in consideration of the following and other valuable consideration, the sufficiency of which is hereby acknowledged, the Licensee and Licensor agree as follows:

WHEREAS, the Licensee and Licensor entered in a Non-Exclusive License Agreement on October 9, 2023, for the installation, attachment, maintenance and use of two (2) security cameras at the Property (the “Non-Exclusive License Agreement”); and

WHEREAS, the Licensee and Licensor now desire to amend said Non-Exclusive License Agreement to add the installation, attachment, maintenance and use of one (1) additional security camera at the Property, owned and maintained by the Licensor, for a total of three (3) security cameras at the Property, and designated on the site plan attached hereto as Exhibit “B” (the “Designated Locations”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated as if fully rewritten.

2. That certain Non-Exclusive License Agreement between Licensee and Licensor entered into for the installation, attachment, maintenance and use of two (2) security cameras at the Property is hereby amended as hereinafter set forth:

- A. The second unnumbered paragraph on page 1 of the Non-Exclusive License Agreement is hereby amended by deleting “two (2) Sentry 6000 Mobile Pro Systems camera devices” and replacing it with “three (3) Sentry 6000 Mobile Pro Systems camera devices”.
- B. That the site plan attached as Exhibit “B” (the “Designated Locations”) is substituted for the site plan attached hereto as Exhibit “B” (the “Designated Locations”).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

3. That all remaining terms of the Non-Exclusive License Agreement, unamended by this First Amendment to the Non-Exclusive License Agreement between Regency Centers, L.P., a Delaware limited partnership, and the Village of Willowbrook, remain in full force and effect and unamended by this First Amendment.

**LICENSEE:**

**VILLAGE OF WILLOWBROOK,**  
an Illinois municipal corporation

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

**ATTEST:**

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

**LICENSOR:**

**REGENCY CENTERS, L.P.,**  
a Delaware limited partnership

By: Regency Centers Corporation, a  
Florida corporation  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
(Title: i.e., Secretary)

EXHIBIT "B"





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## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 7**

**DATE: February 26, 2024**

**SUBJECT:**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR THE EXECUTIVE DRIVE FLOOD CONTROL PROJECT BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK

### **STAFF REPORT**

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

### **PURPOSE AND ACTION REQUESTED**

Staff requests the Village Board approve an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional construction engineering services of the Executive Drive Flood Control Project in the amount of \$237,900.

### **BACKGROUND/SUMMARY**

On September 26, 2022, the Village Board approved an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for design services of the Executive Drive Flood Control Project. In December 2023, after the construction agreement was awarded, discussions between Village staff, CBBEL and the general contractor took place to discuss the project timeline. These discussions ultimately defined the number of working days to complete the project.

With the timeline established, CBBEL can finalize their construction engineering services proposal that provides an oversight of the work. This oversight encompasses everything from public communications, review of material submittals, in-field inspections, documentation, and project closeout. Industry standards for these services are typically 8% - 10% of the total construction cost, while IDOT allows up to 12% on cost sharing projects they administer. CBBEL's proposed fee of \$237,900 is 6% of the \$3,870,664 total Executive Drive Flood Control Project cost.

### **FINANCIAL IMPACT**

Staff has budgeted a total of \$2,500,000 for the Executive Drive Flood Control Project in the FY 2023-2024 Capital Improvement Program budget which includes the construction engineering costs.

### **RECOMMENDED ACTION:**

Staff requests the Village Board approve an agreement with Christopher B. Burke Engineering, Ltd. for professional construction engineering services of the Executive Drive Flood Control Project in the amount of \$237,900.

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN AGREEMENT AND FIRST AMENDMENT TO GENERAL TERMS AND  
CONDITIONS FOR PROFESSIONAL CONSTRUCTION ENGINEERING  
SERVICES FOR THE EXECUTIVE DRIVE FLOOD CONTROL PROJECT BY  
AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE  
VILLAGE OF WILLOWBROOK**

---

**WHEREAS**, the Village of Willowbrook (the “Village”) solicited proposals for professional construction engineering services for the Village’s Executive Drive Flood Control Project (the “Project”); and

**WHEREAS**, Christopher B. Burke Engineering, Ltd. (“CBBEL”) submitted a proposal to the Village on February 7, 2024 for professional construction engineering services for the Project; and

**WHEREAS**, the Corporate Authorities of the Village have determined that it is in the best interest of the Village to enter into a professional construction engineering services agreement with CBBEL for professional construction engineering services and First Amendment to General Terms and Conditions for Professional Construction Engineering Services for the Willowbrook Executive Drive Flood Control Project; and

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that certain Proposal, including General Terms and Conditions and First Amendment to General Terms and Conditions, by and between the Village of Willowbrook and Christopher B. Burke Engineering, Ltd. for professional construction engineering services on behalf of the Village, be and are hereby approved and the Mayor and Village Clerk be and the same are hereby authorized to execute and attest, all on behalf of the Village of Willowbrook, to that certain Professional Construction Engineering Services Agreement, attached hereto as Exhibit "A" and made a part hereof, and General Terms and Conditions and First Amendment to General Terms and Conditions, attached hereto as Exhibit "B" and made a part hereof.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 26<sup>th</sup> day of February, 2024 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

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

**EXHIBIT “A”**

**Christopher B. Burke Engineering, Ltd.  
Professional Construction Engineering Services Agreement –  
Executive Drive Flood Control Project**



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

February 7, 2024

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Rick Valent, Director of Public Works

Subject: Professional Construction Engineering Services Proposal  
Willowbrook Executive Drive Flood Control Project

Dear Mr. Valent:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional construction engineering services related to the Executive Drive Flood Control Project. Included in this proposal are the Understanding of the Assignment, Scope of Services, and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

We understand the Village of Willowbrook would like to construct the subject project which includes roadway reconstruction and public utility improvements for all of Plaza Court and approximately 1,125 feet of Executive Drive. The project will include pavement removal, tree removal, combination curb and gutter removal, driveway removal, storm sewer removal, storm sewer structure removal, water main removal, and water main structure removal. Proposed project improvements include hot-mix asphalt surface and binder course, combination curb and gutters, driveways, a new storm sewer system constructed with coarse aggregate, perforated and non-perforated pvc storm sewers connected by manholes, catch basins and inlets, and a new ductile iron water main for a portion of Executive Avenue. We also understand the work is scheduled to begin February 12, 2024, and be completed by no later than July 31, 2024 (assumed to be 120 working days). Project funding is understood to be 100% local.

**SCOPE OF SERVICES**

**Task 1 – Preconstruction Services**

- Attend pre-construction meeting.
- Provide project notification to all stakeholders. In the notification we will attempt to gather stakeholder contact information in an effort to provide weekly updates via Constant Contact throughout construction.
- Review Contractor's construction schedule for compliance with contract documents. CBBEL will review the constructability of the Contractor's plan to ensure that the work is being completed in a logical sequence.
- Conduct utility coordination meetings, as required.
- CBBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.
- Mark out all removal limits.

- Perform an initial walk-through with the Contractor to determine areas with potential conflicts or problems, so they can be resolved without affecting the schedule.

### **Task 2 – Submittal Review**

- Review all Contractor material submittals including PCC and HMA QC Plans.
- Record data received, maintain a file of drawings and submissions, and review on-going construction for compliance.
- Notify Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.

### **Task 3 – Construction Observation**

CBBEL will provide a Resident Engineer for the duration of the project. Construction observation will include the following tasks:

- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractor's in dealing with any outside agencies.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Provide weekly written reports to the Village that will be distributed to all known stakeholders via Constant Contact.
- Except upon written instructions of the Village, the Resident Engineer shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all their obligations.
- Inspect, document, and inform the Village of the adequacy of the establishment and maintenance of the traffic control.
- Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the IDOT Construction Manual.
- Per Part IV.D.4.c of the ILR10 NPDES permit, the Resident Engineer will prepare an NPDES report on IDOT's form BC 2259 - SWPPP Erosion Control Inspection Report weekly or "within 24 hours of the end of a storm that is 0.5 inches or greater" This report summarizes the scope of the observation site visit, major observations relating to the implementation of the SWPPP, and actions taken in response to previous observations. It is the responsibility of the Village to retain the report as part of the SWPPP for at least three years from the date that the permit coverage is terminated and to sign the report in accordance with Part VI.G (Signatory Requirements).

### **Task 4 – Material Inspection**

- CBBEL will utilize Testing Service Corporation (TSC) for the material testing portions of this contract. In accordance with federally funded projects, Testing Service Corporation will

provide Quality Assurance (QA) testing on-site as outlined by IDOT's Bureau of Material and Physical Research, and further described in the Construction Manual and Project Procedures Guide. IDOT is responsible for QA testing at concrete and HMA plants.

- The Resident Engineer provided by CBBEL will be familiar with the frequency of QA testing as required by IDOT as outlined in their Project Procedures Guide. The Resident Engineer will coordinate the QA material testing and review all required reports submitted by both the Contractor's QC sub-contractor and TSC for compliance with the project specifications.

#### **Task 5 – Project Documentation**

The Resident Engineer will complete the following per IDOT's Construction Manual and Project Procedures Guide:

- Prepare an Inspector's Daily Report (IDR) as outlined in the IDOT Construction Manual to track the measurement and computation of pay items.
- Maintain a daily record of the Contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- Generate weekly reports for distribution to the Village and the Contractor.
- Prepare Change Orders and Pay Estimates for the Village's approval.
- Review and coordinate response to any RFI from the Contractor in a timely manner and maintain a separate file for each request.
- Complete daily reports recording and documenting the quantities completed. All quantities shall be documented in accordance with the IDOT Construction Manual.
- Obtain and document all material inspection received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.

#### **Task 6– Project Closeout**

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made. Conduct final inspection with the Village and prepare a final list of items to be corrected.
- Verify that all items on the final list have been corrected and make recommendations to the Village concerning acceptance.
- Prepare final pay estimate and change order for Village approval.
- Verify all necessary material inspection information has been received and documented.
- Revision of contract drawings to reflect as-built conditions. This will be completed as a red-lined set of 11 x 17 plans.

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

### ESTIMATE OF FEE


CBBEL estimates the following fees for each of the tasks described above:

Task 1 – Preconstruction Services	\$	6,250
Task 2 – Submittal Review	\$	2,400
Task 3 – Construction Observation (120 WD's x 8 hrs/day = 960 hours)	\$	192,000
Task 4 – Material Inspection	\$	8,200
Task 5 – Project Documentation	\$	10,400
Task 6 – Project Closeout	\$	10,200
		<hr/>
SUBTOTAL	\$	229,450
Direct Costs (Vehicle: \$65/day @ 130 WD)	\$	8,450
		<hr/>
TOTAL	\$	237,900

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this proposal as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

  
Michael Kerr, PE  
President

Encl. Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED  
FOR THE VILLAGE OF WILLOWBROOK.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

<u>Personnel</u>	<u>Charges (\$/Hr)</u>
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2024, at which time they will be subject to change.

**EXHIBIT “B”**

**General Terms and Conditions and  
First Amendment to General Terms and Conditions  
– Executive Drive Flood Control Project**



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

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

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

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

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

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

June 13, 2005

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**FIRST AMENDMENT TO GENERAL TERMS AND CONDITIONS  
OF THAT CERTAIN AGREEMENT BY AND BETWEEN CHRISTOPHER B. BURKE  
ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK FOR  
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR THE  
EXECUTIVE DRIVE FLOOD CONTROL PROJECT**

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment: Client shall be invoiced once a month for work performed during the preceding month. Client agrees to pay each invoice in accord with the provisions of the Illinois Governmental Prompt Payment Act. (50 ILCS 505/1, *et seq.*)

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

READ, APPROVED AND AGREED

READ, APPROVED AND AGREED

VILLAGE OF WILLOWBROOK

CHRISTOPHER B. BURKE  
ENGINEERING, LTD.

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

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