

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, MARCH 11, 2024 AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Regular Meeting February 26, 2024 (APPROVE)
 - c. Warrants \$624,005.25
 - d. PROCLAMATION - PROCLAIMING MARCH 11, 2024 AS MAYORS' MONARCH PLEDGE DAY
 - e. ORDINANCE NO. _____ - AN ORDINANCE RESERVING AND AUTHORIZING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES AND RELATED MATTERS (PASS)
 - f. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AFFILIATE AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE BURR RIDGE/WILLOWBROOK GIRLS SOFTBALL ASSOCIATION, INC. (ADOPT)

NEW BUSINESS

6. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE VILLAGE OF DOWNSERS GROVE FOR THE OPERATION AND MAINTENANCE OF A PEER JURY PROGRAM FOR RESTORATIVE JUVENILE JUSTICE (ADOPT)

7. ORDINANCE NO. _____ - AN ORDINANCE APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) NEW JOHN DEERE 410P BACKHOE LOADER, PLUS ACCESSORIES, AT A TOTAL COST NOT TO EXCEED \$173,603.84 AND AUTHORIZING THE TRADE-IN OF SURPLUS PERSONAL PROPERTY AS PART OF THE PURCHASE PRICE (PASS)
8. RESOLUTION NO. _____ - A RESOLUTION WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF PARK FURNISHINGS AND FIXTURES FROM BELSON OUTDOORS, LLC AT A TOTAL COST NOT TO EXCEED \$24,288.98 (ADOPT)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, FEBRUARY 26, 2024, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

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

Present via conference call was Director of Community Development Michael Krol.

ABSENT: None.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS.

None present and no written comments were received.

5. RECOGNITION - Officer Claire Manley Received the Village of Willowbrook's 2023 Officer of the Year Award

Mayor Trilla congratulated Officer Manley and asked Chief Kaspar to say a few words about the officer.

Deputy Chief Kaspar introduced Officer Claire Manley to the Board. On February 20th, the annual employee recognition banquet was held to recognize the officer of the year, as well as new hires, promotions, letters of recognition, and milestone anniversaries in the department.

On this evening, Officer Manley was awarded the 2023 Officer of the Year Award. This award is given to an outstanding officer who has made significant contributions to the department. This award was voted on by the rank-and-file officers, recognition by her peers, not the administration.

Some of the great things that the officers said about Officer Manley were that she has a great attitude, she makes traffic stops at every shift, and is a team player and always willing to help. She has done amazing things in the Police Department. Last year she received six (6) letters of recognition.

Officer Manley introduced members of her family and expressed her appreciation for the award and the ability to work in Willowbrook. The Mayor and the Board of Trustees congratulated Officer Manley.

6. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting 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. 24-R-14 - 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. 24-R-15 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT WITH REGENCY CENTERS, L.P. (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 Ruffolo to approve the Omnibus Vote Agenda as presented.

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

MOTION DECLARED CARRIED

NEW BUSINESS

7. RESOLUTION NO. 24-R-16 - 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)

Director Valent led the presentation on the construction engineering services for the Executive Drive Flood Control project. He indicated that this is the final piece of the engineering agreements required to fulfill the services for the project.

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.

With the timeline established, CBBEL can finalize the 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.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution 24-R-16 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

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Trustee Davi had no report.

Trustee Astrella had no report.

9. ATTORNEY'S REPORT

Attorney Durkin had no report.

10. CLERK'S REPORT

Clerk Hahn had no report.

11. ADMINISTRATOR'S REPORT

Administrator Halloran had no report.

12. MAYOR'S REPORT

Mayor Trilla had no report.

13. EXECUTIVE SESSION

There is no need for an Executive Session this evening.

14. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adjourn the Regular Meeting at the hour of 6:45 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2024

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

March 11, 2024

GENERAL CORPORATE FUND	-----	\$ 243,493.77
WATER FUND	-----	\$ 168,045.34
CAPITAL PROJECT FUND	-----	\$ 211,958.78
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$ 507.36
 TOTAL WARRANTS	-----	\$ 624,005.25

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
02/28/2024	APCH	101522	UNITED STATE POSTAL SERVICE		PRINTING & PUBLISHING	550-302	20	2,084.75
02/29/2024	APCH	358 (E) #	WEX BANK		FUEL/MILEAGE/WASH	455-303	10	234.74
					FUEL/MILEAGE/WASH	550-303	20	2.00
					FUEL/MILEAGE/WASH	630-303	30	5,848.27
					FUEL/MILEAGE/WASH	630-303	30	668.23
					FUEL/MILEAGE/WASH	710-303	35	1,888.26
					FUEL/MILEAGE/WASH	810-303	40	4.00
					CHECK APCHK 358 (E) TOTAL FOR FUND 01:			8,645.50
03/01/2024	APCH	101523	JOHN BINDER		ACTIVE ADULT PROGRAM	590-517	20	400.00
03/08/2024	APCH	101524	LESLIE E GODDARD		ACTIVE ADULT PROGRAM	590-517	20	400.00
03/11/2024	APCH	101525#	ACCESS ONE, INC.		INTERNET/WEBSITE HOSTING	460-225	10	838.22
					INTERNET/WEBSITE HOSTING	460-225	10	128.17
					INTERNET/WEBSITE HOSTING	640-225	30	3,151.37
					INTERNET/WEBSITE HOSTING	715-225	35	128.17
					INTERNET/WEBSITE HOSTING	715-225	35	128.17
					INTERNET/WEBSITE HOSTING	715-225	35	128.17
					INTERNET/WEBSITE HOSTING	715-225	35	128.17
					CHECK APCHK 101525 TOTAL FOR FUND 01:			4,630.44
03/11/2024	APCH	101527	AMERICAN LEGAL PUBLISHING		INTERNET/WEBSITE HOSTING	460-225	10	500.00
03/11/2024	APCH	101528	AMERICAN TRAFFIC SOLUTIONS		RED LIGHT - ADJUDICATOR	630-246	30	22,735.00
03/11/2024	APCH	101529	B & E AUTO REPAIR & TOWING		MAINTENANCE - BUILDING	630-228	30	433.81
03/11/2024	APCH	101530	BRIGHTER ELECTRIC		STREET IMPROVEMENTS	765-685	35	4,700.00
03/11/2024	APCH	101531	BS & A SOFTWARE		SCHOOLS/CONFERENCES/TRAVEL	810-304	40	1,000.00
03/11/2024	APCH	101532	CHOICE SCREENING		PERSONNEL RECRUITMENT	455-131	10	27.00
03/11/2024	APCH	101533	CHRISTOPHER B. BURKE		ENGINEERING SERVICES	820-262	40	1,480.80
					ENGINEERING SERVICES	820-262	40	1,149.00
					ENGINEERING SERVICES	820-262	40	220.00
					ENGINEERING SERVICES	820-262	40	358.00
					CHECK APCHK 101533 TOTAL FOR FUND 01:			3,207.80
03/11/2024	APCH	101534#	COMCAST CABLE		INTERNET/WEBSITE HOSTING	640-225	30	241.37
					INTERNET/WEBSITE HOSTING	715-225	35	344.85
					CHECK APCHK 101534 TOTAL FOR FUND 01:			586.22

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
03/11/2024		APCH	101535*	COMED	ENERGY/COMED (835 MIDWAY) RED LIGHT - ADJUDICATOR RED LIGHT - ADJUDICATOR RED LIGHT - ADJUDICATOR	466-240 630-246 630-246 630-246	10 30 30 30	71.93 36.02 6.76 5.33
					CHECK APCHK 101535 TOTAL FOR FUND 01:			120.04
03/11/2024		APCH	101536	CONRAD POLYGRAPH INC	EXAMS - PHYSICAL	440-543	07	180.00
03/11/2024		APCH	101537	DUPAGE COUNTY HISTORICAL MUSEUM	ACTIVE ADULT PROGRAM	590-517	20	163.00
03/11/2024		APCH	101538	DUPAGE COUNTY TREASURER	PROPERTY TAX LEVY - ROAD & BRIDGE	310-102	00	12,459.64
03/11/2024		APCH	101539	DUPAGE COUNTY TREASURER	RADIO DISPATCHING	675-235	30	29,800.77
03/11/2024		APCH	101540	ESRI	EDP LICENSES	460-263	10	15,000.00
03/11/2024		APCH	101544*	FOX TOWN PLUMBING INC	MAINTENANCE - BUILDING MAINTENANCE - BUILDING	466-228 630-228	10 30	388.00 569.00
					CHECK APCHK 101544 TOTAL FOR FUND 01:			957.00
03/11/2024		APCH	101545	FSS TECHNOLOGIES LLC	MAINTENANCE	725-410	35	521.95
03/11/2024		APCH	101546*	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE LIFE INSURANCE - ELECTED OFFICIALS LIFE INSURANCE - COMMISSIONERS HEALTH/DENTAL/LIFE INSURANCE LIFE INSURANCE - PLAN COMMISSION HEALTH/DENTAL/LIFE INSURANCE HEALTH/DENTAL/LIFE INSURANCE HEALTH/DENTAL/LIFE INSURANCE HEALTH/DENTAL/LIFE INSURANCE	210-204 410-141 435-148 455-141 510-340 550-141 630-141 710-141 810-141	00 05 07 10 15 20 30 35 40	15,840.38 71.98 23.60 6,122.30 78.47 2,726.58 46,501.53 4,816.64 6,167.98
					CHECK APCHK 101546 TOTAL FOR FUND 01:			82,349.46
03/11/2024		APCH	101547	HAYES MECHANICAL	MAINTENANCE	725-410	35	1,118.29
03/11/2024		APCH	101549	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	630-201	30	225.00
03/11/2024		APCH	101552	HOLLY SINE-RAMSDELL	ACTIVE ADULT PROGRAM	590-517	20	175.00
03/11/2024		APCH	101553*	HOME DEPOT CREDIT SERVICES	SALT	755-331	35	65.82
03/11/2024		APCH	101555	IRMA	SELF INSURANCE - DEDUCTIBLE	480-273	10	3,416.90
03/11/2024		APCH	101556	JOSE CHAVEZ-JIMENEZ	REIMB PERSONNEL EXPENSES	630-306	30	35.60

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
03/11/2024	APCH	101558#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE		455-315	10	150.00
				COPY SERVICE		630-315	30	150.00
				COPY SERVICE		630-315	30	150.00
				COPY SERVICE		810-315	40	150.00
				CHECK APCHK 101558 TOTAL FOR FUND 01:				600.00
03/11/2024	APCH	101559*#	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY		470-239	10	16,647.98
				FEES - VILLAGE ATTORNEY		470-239	10	66.00
				FEES - VILLAGE ATTORNEY		470-239	10	176.00
				FEES - LABOR COUNSEL		470-242	10	55.00
				CHECK APCHK 101559 TOTAL FOR FUND 01:				16,944.98
03/11/2024	APCH	101562	MUNICIPAL CLERKS OF DUPAGE CNTY	SCHOOLS/CONFERENCES/TRAVEL		455-304	10	35.00
03/11/2024	APCH	101563	NCPERS GROUP LIFE INSURANCE	EMP DED - SUPPLEMENTAL LIFE INSURANCE	210-213	00		32.00
				EMP DED - SUPPLEMENTAL LIFE INSURANCE	210-213	00		32.00
				CHECK APCHK 101563 TOTAL FOR FUND 01:				64.00
03/11/2024	APCH	101564#	NICOR GAS	NICOR GAS (835 MIDWAY)		466-236	10	166.68
				NICOR GAS (825 MIDWAY)		570-235	20	122.99
				NICOR GAS		725-415	35	190.09
				CHECK APCHK 101564 TOTAL FOR FUND 01:				479.76
03/11/2024	APCH	101566	NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL		630-304	30	750.00
03/11/2024	APCH	101567	ORKIN EXTERMINATING	MAINTENANCE - BUILDING		630-228	30	231.98
03/11/2024	APCH	101568*#	RAGS ELECTRIC, INC	CONTINGENCIES		490-799	10	741.95
				MAINTENANCE		725-410	35	564.00
				CHECK APCHK 101568 TOTAL FOR FUND 01:				1,305.95
03/11/2024	APCH	101569	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT		630-401	30	24.83
				OPERATING EQUIPMENT		630-401	30	138.00
				UNIFORMS		655-345	30	735.00
				CHECK APCHK 101569 TOTAL FOR FUND 01:				897.83
03/11/2024	APCH	101570	SAFE BUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40		1,669.33
				BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40		963.69
				CHECK APCHK 101570 TOTAL FOR FUND 01:				2,633.02

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
03/11/2024		APCH	101571	SECURITAS TECHNOLOGY CORPORATION	MAINTENANCE - BUILDING	630-228	30	491.40
03/11/2024		APCH	101573	SILVIA RUPCICH	COMMODITIES	670-331	30	36.92
03/11/2024		APCH	101574#	SUBURBAN DOOR CHECK & LOCK SERVI	MAINTENANCE - BUILDING MAINTENANCE	466-228 725-410	10 35	306.03 119.62
					CHECK APCHK 101574 TOTAL FOR FUND 01:			425.65
03/11/2024		APCH	101575*#	TAMELING GRADING	STREET IMPROVEMENTS	765-685	35	550.00
03/11/2024		APCH	101577	THE GOODMAN THEATRE	ACTIVE ADULT PROGRAM	590-517	20	2,240.00
03/11/2024		APCH	101578	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	216.21
03/11/2024		APCH	101579	TKB ASSOCIATES INC	DOCUMENT STORAGE/SCANNING	815-267	40	8,149.05
03/11/2024		APCH	101580	TRANSUNION RISK AND ALTERNATIVE	FEES/DUES/SUBSCRIPTIONS	630-307	30	75.00
03/11/2024		APCH	101582	UNDERGROUND PIPE SOLUTIONS	JET CLEANING CULVERT JET CLEANING CULVERT JET CLEANING CULVERT	750-286 750-286 750-286	35 35 35	3,500.00 3,150.00 2,587.50
					CHECK APCHK 101582 TOTAL FOR FUND 01:			9,237.50
03/11/2024		APCH	101585	WESTERN FIRST AID & SAFETY	MAINTENANCE - BUILDING	630-228	30	245.24
03/11/2024		APCH	101586	WESTFIELD FORD	MAINTENANCE - BUILDING	630-228	30	81.38
03/11/2024		APCH	359 (E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES COMMISSARY PROVISION OFFICE/GENERAL PROGRAM SUPPLIES COMMUNITY EVENTS ACTIVE ADULT PROGRAM OFFICE SUPPLIES OFFICE SUPPLIES OPERATING EQUIPMENT COMMODITIES	455-301 455-355 550-301 585-522 590-517 610-301 630-301 630-401 670-331	10 10 20 20 20 25 30 30 30	111.55 105.41 7.98 31.98 105.93 25.13 1,050.08 236.89 188.96
					CHECK APCHK 359(E) TOTAL FOR FUND 01:			1,863.91
					Total for fund 01 GENERAL FUND			243,493.77

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
03/11/2024		APCH	101526	ACLARA TECHNOLOGIES LLC	FEES DUES SUBSCRIPTIONS	401-307	50	15,868.00
03/11/2024		APCH	101542	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,900.00
					SPOILS HAULING SERVICES	430-280	50	7,500.00
					SPOILS HAULING SERVICES	430-280	50	7,000.00
					CHECK APCHK 101542 TOTAL FOR FUND 02:			17,400.00
03/11/2024		APCH	101543	FLEETPRIDE TRUCK & TRAILER PARTS	VEHICLE MAINTENANCE	401-350	50	219.94
03/11/2024		APCH	101546*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	5,887.00
					HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,147.93
					CHECK APCHK 101546 TOTAL FOR FUND 02:			7,034.93
03/11/2024		APCH	101548	HBK WATER METER SERVICE	METERS FLOW TESTING	435-278	50	51.00
03/11/2024		APCH	101550	HIGH STAR TRAFFIC	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	805.00
03/11/2024		APCH	101553*#	HOME DEPOT CREDIT SERVICES	VEHICLE MAINTENANCE	401-350	50	17.40
03/11/2024		APCH	101561	METROPOLITAN INDUSTRIES INC	PHONE - TELEPHONES	401-201	50	138.00
					PHONE - TELEPHONES	401-201	50	138.00
					WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	138.00
					CHECK APCHK 101561 TOTAL FOR FUND 02:			414.00
03/11/2024		APCH	101565	NJ RYAN TREE & LANDSCAPE LLC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,250.00
03/11/2024		APCH	101575*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	7,090.00
03/11/2024		APCH	101576	TAMELING INDUSTRIES	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	232.20
03/11/2024		APCH	101581	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	790.00
03/11/2024		APCH	101584	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50	899.37
					POSTAGE & METER RENT	401-311	50	836.57
					CHECK APCHK 101584 TOTAL FOR FUND 02:			1,735.94
03/11/2024		APCH	101587	WILLOWBROOK FORD INC.	VEHICLE MAINTENANCE	401-350	50	199.95
03/11/2024		APCH	360 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	110,936.98
					Total for fund 02 WATER FUND			168,045.34

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
03/11/2024		APCH	101541	EVT TECH	POLICE VEHICLES	600-317	55	14,202.60
03/11/2024		APCH	101551	HINSDALE NURSERIES, INC.	BORSE PARK IMPROVEMENT PROJECT	600-340	55	7,270.60
03/11/2024		APCH	101554	IL ENVIRONMENTAL PROTECTION AGEN	BORSE PARK PHASE II	600-347	55	250.00
03/11/2024		APCH	101557	KANE - DUPAGE SWCD OFFICE	BORSE PARK PHASE II	600-347	55	2,615.00
03/11/2024		APCH	101560	MARTAM CONSTRUCTION, INC.	RESURFACING	600-313	55	162,000.00
03/11/2024		APCH	101568*#	RAGS ELECTRIC, INC	BORSE PARK IMPROVEMENT PROJECT	600-340	55	829.50
03/11/2024		APCH	101572	SIEVERT	MIDWAY PARK UPGRADE	600-342	55	4,855.00
03/11/2024		APCH	101583	UPLAND DESIGN, LTD.	FARMINGDALE TERRACE PROJECT BORSE PARK PHASE II CREEKSIDE PARK IMPROVEMENT PROJECT	600-346 600-347 600-348	55 55 55	6,645.36 6,645.36 6,645.36
					CHECK APCHK 101583 TOTAL FOR FUND 10:			19,936.08
					Total for fund 10 CAPITAL PROJECT FUND			211,958.78

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
03/11/2024		APCH	101535*#	COMED	MAINT TRAFFIC SIGNALS	745-224	15	118.72
03/11/2024		APCH	101546*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	382.64
03/11/2024		APCH	101559*#	LAW OFFICES STORINO RAMELLO&DURK	LEGAL FEES	401-242	15	6.00
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			507.36
					TOTAL - ALL FUNDS			624,005.25

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

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

Village of Willowbrook Proclamation

WHEREAS, The monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, Both the western and eastern monarch populations have seen significant declines with less than one percent of the western monarch population remaining, while the eastern population has fallen by as much as ninety percent; and

WHEREAS, the Village of Willowbrook recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife; and

WHEREAS, Cities, towns and counties have a critical role to play to help save the monarch butterfly, and Willowbrook is striving to become a leader; and

WHEREAS, On February 22, 2024, I, Frank Trilla, signed the National Wildlife Federation's Mayors' Monarch Pledge and have officially committed to taking meaningful action to protect the monarch butterfly; and

WHEREAS, Willowbrook has committed to Action Items 1, 4, 19, and 25; and

WHEREAS, Every resident of Willowbrook can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and

NOW, THEREFORE, I, Frank Trilla, Mayor of Willowbrook, Illinois proclaim March 11, 2024 as Mayors' Monarch Pledge Day in the Village of Willowbrook and encourage all residents to participate in community activities that support and celebrate monarch conservation.

Read and Proclaimed this 11th day of March 2024.

Attest:

Frank Trilla, Mayor

Deborah Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.e.

DATE: March 11, 2024

SUBJECT:

AN ORDINANCE RESERVING AND AUTHORIZING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES AND RELATED MATTERS

STAFF REPORT

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

BACKGROUND/SUMMARY

The Village of Willowbrook became a Home Rule Municipality through public referendum in April 2019. As such, the Village of Willowbrook is now annually allocated an amount of private activity bond volume cap, pursuant to Federal Tax Reform Act of 1986, as amended, and the Illinois Private Activity Bond Allocation Act. The Village can utilize the volume cap itself any time during the calendar year 2024 or transfer it to another municipality, generally for value.

Section 146 of the Internal Revenue Code of 1986, as amended, provides that the Village has volume cap equal to \$125 per resident of the Village in each calendar year, which volume cap may be reserved and allocated to certain tax-exempt private activity bonds ($\$125 * 9,056 = \$1,132,000.00$)

The Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 et seq. (State Bar Ed. 2016), as supplemented and amended, provides that a home rule unit of government may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois, or any agency thereof or any non-home rule unit of government.

Private activity bonds (PABs or federally tax-exempt conduit infrastructure bonds) enable the following types of charities and 501(c)(3) organizations to finance their capital infrastructure projects at generally lower interest rates and longer maturities – and to create long-term economic value for communities throughout Illinois:

- Hospitals and health systems;
- Schools – research universities, colleges, charter schools and others;
- Museums and cultural institutions; and
- Organizations that provide housing for seniors, students and working people

RECOMMENDED ACTION:

The Village attorney recommends the Village to reserve all of its volume cap allocation for calendar year 2024 to be applied toward the issuance of private activity bonds, as provided in this Ordinance, or to be transferred, as permitted by this Ordinance.

In order to reserve the Village's volume cap allocation, the attached ordinance must be passed and approved prior to May 1, 2024. Additionally, a notice of reservation of the volume cap must be provided to the Governor's Office no later than May 10, 2024.



Village of WILLOWBROOK

Mayor

Frank A. Trilla

March 11, 2024

Village Clerk

Deborah Hahn

Office of the Governor

Governor's Office of Management and Budget
Debt Management Unit – Volume Cap Submission
555 West Monroe Street – Suite 1500 – S-GOMB
Chicago, Illinois 60661
Attn: Sophia Ronis

Village Trustees

Mark L. Astrella

ATTENTION: Debt Management Unit

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Gregory Ruffolo

Re: Issuer: Village of Willowbrook, a Home Rule Unit
Total 2024 Volume Cap Allocation: \$1,132,000.00

Volume Cap allocations granted, transferred, or reserved by Issuer
ordinance prior to May 1, 2024:

1. Principal Amount of Issue: \$1,132,000.00
Bond Description: Private Activity Bonds
Reallocation/Transfer: Year 2024 Private Activity Bond issuance
authority is reserved to the Village of Willowbrook

Total Allocation Reserved: \$1,132,000.00

A certified copy of the previously approved reservation ordinance is
enclosed. If you have any questions or require further information, please
contact me.

Sincerely,

Village of Willowbrook

Sean Halloran
Village Administrator
(630) 323-8215



Proud Member of the
Illinois Route 66 Scenic Byway

ORDINANCE NO. 24 – O - _____

**AN ORDINANCE RESERVING AND AUTHORIZING THE
TRANSFER OF VOLUME CAP IN CONNECTION WITH
PRIVATE ACTIVITY BOND ISSUES AND RELATED MATTERS**

WHEREAS, the Village of Willowbrook, DuPage County (the “*Village*”), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the “*Code*”), provides that the Village has volume cap equal to \$125.00 per resident of the Village in each calendar year, which volume cap may be reserved and allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 *et seq.* (State Bar Ed. 2018), as supplemented and amended (the “*Act*”), provides that a home rule unit of government may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Village to reserve all of its volume cap allocation for calendar year 2024 to be applied toward the issuance of private activity bonds (the “*Bonds*”), as provided in this Ordinance, or to be transferred, as permitted by this Ordinance;

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

SECTION ONE. That, pursuant to Section 146 of the Code and the Act, the entire volume cap of the Village for calendar year 2024 is hereby reserved by the Village, which may issue the Bonds using such volume cap, or without any further action required on the part of the corporate authorities of the Village, may transfer such volume cap to a home rule unit of

government, non-home rule unit of government, the State of Illinois or any agency thereof for the issuance of private activity bonds by such governmental entity, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of the Bonds or authorization of the transfer of such volume cap for use in the issuance of such other bonds; *provided*, that any such transfer shall be evidenced by a written instrument executed by the Mayor, Village Administrator, Assistant Village Administrator or Finance Director or any other proper officer or employee of the Village.

SECTION TWO. That the Village shall maintain a written record of this Ordinance in its records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

SECTION THREE. That the Mayor, Village Clerk, Village Administrator, Assistant Village Administrator, Finance Director and all other proper officers, officials, agents and employees of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance and to comply with the provisions of the Act with respect to transfers of volume cap.

SECTION FOUR. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION FIVE. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

PASSED and APPROVED this _____ day of _____, 2024.

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn,
Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.f.

DATE: March 11, 2024

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AFFILIATE AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE BURR RIDGE/WILLOWBROOK GIRLS SOFTBALL ASSOCIATION, INC.

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To pass a resolution to enter into an affiliate agreement between the Village of Willowbrook and Burr Ridge-Willowbrook (BRW) Softball

PREVIOUS ACTION TAKEN:

This topic was discussed at the February 26th Committee of the whole meeting where the Board agreed to proceed with an affiliate agreement.

BACKGROUND/SUMMARY

The relationship between Burr Ridge-Willowbrook (BRW) Softball has been a long-standing and successful one. BRW provides a wonderful experience for young softball players to begin playing softball with their recreational leagues, while also providing an opportunity to advance in the sport with their travel teams. BRW Softball provides programs for 8U (7–8-year-old) through to 18U (13–18-year-old) players. Additionally, they host two major tournaments a year at Borse Memorial Park, which attracts hundreds of visitors to the Village on those weekends. The program provides softball experiences for over 350 girls during their spring and fall seasons, along with a regional 24-team fall league. In addition, they schedule about 2000 hours (about 2 and a half months) worth of softball activity at Borse Memorial Community Park from April through October.

Over the past two years, staff has met with the directors of BRW and sought to review the Village's relationship and agreement with BRW Softball. However, no agreement, affiliate or otherwise, existed going back to at least 2014. An affiliate agreement acknowledges the relationship between the parties, provides priority scheduling and field use, documentation of insurance certification, and acknowledges legal documents and procedures.

Over the years, BRW Softball has made an annual \$6,000 contribution to the Village for field use. An affiliate agreement will recognize and memorialize the financial contribution from the organization to the Village. It is in both organizations' best interest to have a signed affiliate agreement to provide clarification and protection to both parties regarding the agreement's scope and status.



In conversations with BRW Softball leadership there is excitement for the direction and improvements at Borse Memorial Community Park. With the expectation of significant disruptions during the construction of the park over the next couple of summers, BRW Softball would like to enter into a three-year affiliate agreement. During this three-year agreement they agree to make a yearly contribution of six thousand dollars (\$6,000) for field use, along with an additional six thousand five-hundred-dollar (\$6,500.00) contribution toward the Sportsfields Inc, infield maintenance contract, for a total of \$12,500.00 in yearly contributions.

With this agreement, BRW Softball will receive priority access, second behind Village programs and events, to the softball fields at Borse Memorial Community Park. This agreement will enable both organizations to continue to work together in the continuation of the successful three-decade-long relationship. At the end of the three-year initial agreement, terms and specifications can be renegotiated as needed or desired.

FINANCIAL IMPACT

The financial impact of the proposed affiliate agreement is a yearly \$12,500 payment from BRW Softball for the use and maintenance of the ball fields at Borse Memorial Community Park. Over the life of the three-year agreement, the total contribution would be \$37,500.00.

RECOMMENDED ACTION:

Staff recommends passing a resolution to enter into an affiliate agreement between the Village and Burr Ridge-Willowbrook (BRW) Softball

RESOLUTION NO. 24-R-

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
AFFILIATE AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND
THE BURR RIDGE/WILLOWBROOK GIRLS SOFTBALL ASSOCIATION, INC.**

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village and its residents to enter into an Affiliate Agreement with the Burr Ridge/Willowbrook Softball Association, Inc.

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

SECTION 1. That certain Agreement by and between the Village of Willowbrook and the Burr Ridge/Willowbrook Girls Softball Association, Inc. is hereby approved. A copy of said Agreement is attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. The Village Mayor is authorized and directed to execute said Agreement on behalf of the Village, and the Village Clerk is directed to attest to the Mayor's signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and APPROVED this 11th day of March, 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”

**Village of Willowbrook and Burr Ridge/Willowbrook Girls Softball Association, Inc.
Affiliate Agreement**



Affiliate Agreement

Village of Willowbrook and Burr Ridge/Willowbrook Girls Softball Association, Inc.

Purpose

The Village of Willowbrook and its Parks and Recreation Department (hereafter "Village") recognizes that certain organizations exist with the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Village and provide for their own leadership, organizational and operational structure. Public investment in the public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Village recognizes that at times it is in the best interest of the community that the Village work with outside organizations in coordinating, integrating, and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible, and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Village is willing to establish a working relationship and cooperative agreement with Burr Ridge/Willowbrook Girls Softball Association, Inc. (hereafter "Affiliate"). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein ensure that the parties' concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision, and action in planning, developing, and maintaining recreational programs.

I. Criteria and Conditions

1. The Affiliate shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. The Affiliate shall conduct its own financial business and be financially self-supporting.
3. The Affiliate shall have its own volunteer governing board with adopted written bylaws or guidelines to guide the board in policy-making decisions, and:

- a. Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities which are compatible with and supplement to Village programs;
 - b. Provide an annual detailed budget to the Village showing all anticipated revenue and expenditures; and
 - c. Provide an annual audit or detailed report which documents the Affiliate's current financial standings, including operational revenues, expenditures, and financial reserves.
4. The Affiliate must submit a written request to the Village seeking approval to enter sponsorship agreements with potential third-party partners. The Village has the right to deny any sponsorship agreement that may not be in the best interest of the Village.
5. Upon the execution of this Agreement, the Affiliate shall provide to the Village a list of officers and participants, including addresses and telephone numbers.
6. The Affiliate shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Village. The Village liaison shall be the Director of Parks & Recreation.
7. The Affiliate agrees and understands that neither the Affiliate nor its officials, officers, members, employees, or volunteers ("Affiliate") are entitled to any benefits or protections afforded to employees or volunteers of the Village and are not bound by any obligations as employees of the Village. The Affiliate will not be covered under provisions of the unemployment compensation insurance of the Village or the workers' compensation insurance of the Village and that any injury or property damage arising out of any Affiliate activity will be the Affiliate's sole responsibility and not the Village's. Also, it is understood that the Affiliate is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Village and therefore, the Affiliate will be solely responsible for its own actions. The Village will in no way defend the Affiliate in matters of liability.
8. The Affiliate shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Village Risk Management Agency. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Village, may result in revocation or suspension of any Affiliate privileges under this Agreement.
9. The Affiliate shall not represent itself or members of the Affiliate as employees, volunteers, or agents of the Village.
10. The Affiliate or members of the Affiliate will not advertise or solicit participants using the name or logo of the Village without prior written permission of the Village.

11. All fees, charges, monies, and expenditures shall be handled by the Affiliate itself, with its own accounts in the group's name. The Affiliate shall have a written policy regarding participant refunds. All requests for refunds shall be addressed in a timely manner.
12. Costs for maintenance of equipment and/or facilities will be charged to the Affiliate.
13. The Affiliate acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Affiliate activities and use of Village property and facilities, unless otherwise specified and agreed to in writing.
14. Activities, programs, and events sponsored by the Affiliate shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
15. The Affiliate agrees to conduct criminal background checks, at its sole cost and expense, for all employees and volunteers eighteen years of age or older and who directly supervise individuals. The Affiliate is solely responsible for determining whether any conviction disqualifies any employee/volunteer. The Affiliate shall not knowingly retain as an employee or volunteer any person who has been convicted, or adjudicated a delinquent minor, for committing attempted first degree murder or for committing or attempting to commit first degree murder, a Class X felony, or any one or more of the following offenses:
 - (i) those defined in Sections:
 - a. 11-1.20 (Criminal Sexual Assault),
 - b. 11-1.30 (Aggravated Criminal Sexual Assault),
 - c. 11-1.40 (Predatory Criminal Sexual Assault of a Child),
 - d. 11-1.50 (Criminal Sexual Abuse),
 - e. 11-1.60 (Aggravated Criminal Sexual Abuse),
 - f. 11-6 (Indecent Solicitation of a Child),
 - g. 11-9 (now codified as 11-30, Public Indecency) ,
 - h. 11-14 (Prostitution),
 - i. 11-14.3 (Promoting Prostitution),
 - j. 11-14.4 (Promoting Juvenile Prostitution),
 - k. 11-18 (Patronizing a Prostitute),

- i. 11-20 (Obscenity),
- m. 11-20.1 (Child Pornography),
- n. 11-21 (Harmful Material),
- o. 11-30 (Public Indecency),
- p. 12-7.3 (Stalking),
- q. 12-7.4 (Aggravated Stalking),
- r. 12-7.5 (Cyberstalking),
- s. 12-13 (now covered in 11-1.20),
- t. 12-14 (now covered in 11-1.30),
- u. 12-14.1 (now covered in 11-1.40),
- v. 12-15 (now covered in 11-1.50), and
- w. 12-16 (now covered in 11-1.60), of the Illinois Criminal Code of 1961 or the Criminal Code of 2012;

- (ii) Those defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.);
- (iii) Those defined in the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 et seq.); and
- (iv) Any offense committed or attempted in any other state or against the laws of the United States, which, if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.
- (v) Further, the Affiliate shall not employ a person who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987 (705 ILCS 405/2-2, Abused, Neglected or Dependent Minors).

The Affiliate shall not retain as an employee or volunteer any person for whom a criminal background investigation has not been initiated.

16. The Affiliate agrees to cross-reference all staff, employees, and volunteers with the federal and State of Illinois Child Offender Databases.
17. The Affiliate understands and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Affiliate position and/or activity and that the Village is not responsible for any hiring or retention decision.
18. Registration for membership/tryouts must not exclude qualified residents of the Village.

19. The Affiliate shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The Affiliate shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
20. The Affiliate understands and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Affiliate position and/or activity and that the Village is not responsible for any hiring or retention decision.
21. Affiliate shall comply with all other applicable codes, laws, ordinances and regulations of the Village of Willowbrook, DuPage County, the State of Illinois, and Federal Government, which includes the operation of any concession stand.

II. Facility Use

1. Requests shall be made on an as-needed basis, depending on usage needs. Village programs shall take precedence. The Affiliate will receive priority for use of fields, rooms, or other Village facilities. The use of Village meeting rooms is based on availability and Village scheduling concerns. The Village retains the right to move, cancel, or reschedule meetings based upon Village needs.
2. It is the sole responsibility of the Affiliate to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
3. The Affiliate shall inspect each facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Village.
4. Optional – Any holes or low spots on any field should be marked with field marking paint or spray paint for Village Public Works to identify.
5. The Affiliate is solely responsible for providing supervision and security services, as needed, for any and all Affiliate activities.
6. The Village does not assume any responsibility, care, custody, or control of any Affiliate property or equipment brought upon or stored upon Village property. The Affiliate is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Village property.
7. The Affiliate shall adhere to all applicable facility and Village ordinances, rules, regulations, policies, and procedures.

III. Rental/Usage Fee

The Village shall provide the Affiliate with use of Village-owned facilities, both indoor and outdoor for an annual payment of \$12,500.00 to the Village on December 15 of each year, with the first payment being due on December 15, 2024.

IV. Advertisement

The Village will provide the Affiliate with a maximum of one-quarter page of advertising in their seasonal program brochure. The Affiliate is responsible for providing information for the advertisement, and the Village will design the advertisement with consultation of the Affiliate. A copy of the Village's Program Brochure production timeline, which established deadlines for promotional copy, will be given to the Affiliate on an annual basis.

V. Insurance and Indemnification

The Affiliate shall procure and maintain for the duration of this Agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of the Affiliate's activities:

A. Commercial General and Umbrella Liability Insurance

The Affiliate shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence from CG 00 01 10 93 or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.

If the Affiliate intends on distributing, selling, serving or furnishing alcoholic beverages, liquor liability coverage (including Dram Shop coverage) shall also be provided with a limit of not less than \$1,000,000 per occurrence.

The Village shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village shall be excess of the Affiliate's insurance and shall not contribute with it.

The CGL policy must include individuals for athletic participation.

B. Business Auto and Umbrella Liability Insurance

If applicable, the Affiliate shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) from CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, the Affiliate shall maintain workers compensation and employers' liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

D. Other

If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Affiliate waives all rights against the Village and its officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to the Affiliate's use of any Village property or facility.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to exercising any rights under this Agreement, the Affiliate shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall name the Village as an additional insured and include the following statement: The Village of Willowbrook, its officers, agents and employees are to be named as additional insureds under the General Liability coverage.

All certificates shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

Failure of the Village to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Affiliate's obligation to maintain such insurance.

The Village shall have the right, but not the obligation, of prohibiting the Affiliate from using the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

Failure to maintain the required insurance may result in termination of this Agreement at the Village's option.

The Affiliate shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If the Affiliate's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Affiliate may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

VI. Other

The Affiliate is responsible for ensuring that any and all on field and off field equipment is in safe and usable condition before all games and practices.

The Affiliate is responsible for following the Village's severe weather protocol.

VII. No Third-Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

VIII. Terminations and Duration

- a. The initial term of this Agreement shall commence on the date hereof and will remain in effect until March 11, 2027, unless otherwise terminated herein. Thereafter, this Agreement shall be deemed automatically renewed for successive one-year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 90 days prior to the annual renewal date of its intention not to renew the agreement, or unless the Parties otherwise mutually agree to terminate the Agreement.
- b. The Village retains the right to alter the terms and conditions of this Agreement or to terminate this Agreement at any time and for any reason. The Village may terminate this Agreement immediately due to misconduct of the Affiliate or for misuse of property, for

purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Village residents, or because the Affiliate has breached any of its obligations under this Agreement.

The Affiliate may terminate this agreement by providing a minimum of 90 days written notice to the Village.

- c. The Affiliate will have financial responsibility to the Village for any outstanding fees and/or money owed to the Village and shall promptly reimburse the Village.
- d. The Agreement may be amended by the written approval of both parties.

In witness whereof, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written:

BURR RIDGE/WILLOWBROOK GIRLS SOFTBALL
ASSOCIATION, INC.:

By: _____

Its: _____

Title: _____

Date: _____.

ATTEST:

Secretary

VILLAGE OF WILLOWBROOK:

By: _____

Frank A. Trilla, Mayor

Date: _____.

ATTEST:

Deborah A. Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.**DATE: March 11, 2024****SUBJECT:**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND
THE VILLAGE OF DOWNSERS GROVE FOR THE OPERATION AND MAINTENANCE OF A PEER
JURY PROGRAM FOR RESTORATIVE JUVENILE JUSTICE

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff is requesting a resolution approving and authorizing the execution of an intergovernmental agreement between the Village of Willowbrook and the Village of Downers Grove for the operation and maintenance of a peer jury program for restorative juvenile justice.

BACKGROUND/SUMMARY

The Peer Jury program is an alternative to court for first-time juvenile offenders of non-serious offenses, such as theft, vandalism, disorderly conduct, tobacco possession or underage drinking. The jury is comprised of high-school aged student volunteers. Juveniles must agree to the peer jury process and provide an admission of guilt to participate in the program. This cooperative effort includes Burr Ridge, Clarendon Hills, Darien, Downers Grove, Hinsdale, Oak Brook, & Willowbrook. The Downers Grove Regional Peer Jury was sworn in by DuPage County State's Attorney Robert Berlin on October 16, 2018.

The Peer Jury's purpose is to provide a means for the young offender to account for their own behavior to a group of peers and repair the harm caused to the victim and to the surrounding community. Peer Jury does not determine guilt or innocence. Peer Jurors attempt to understand why the offender committed the offense and then determine the consequences to help the offender be accountable for their actions and further develop the offender into an upstanding member of the community. Peer Jurors sign an oath of confidentiality and are required to recuse themselves from any case in which they know or could know the offender. All juveniles appearing before the Peer Jury are treated with dignity and respect.

In order to participate in the peer jury program, Willowbrook shall be responsible for:

- a. Determining which cases to forward to the peer jury program;
- b. Communicating with the offenders regarding case status;
- c. Contacting Downers Grove to schedule a hearing;
- d. Preparing and submitting to Downers Grove case summaries prior to the hearing date; and
- e. Collecting and remitting to Downers Grove the \$100 case fee or submitting a deposit with the Village of Downers Grove to cover the cost of the case fee.



Currently the Willowbrook Police Department is participating in the Downers Grove Regional Peer Jury program under an intergovernmental agreement that was approved by the Village board on July 22, 2019. The new agreement provides an effective date through December 31, 2027.

FINANCIAL IMPACT

Net costs of the peer jury program (total cost minus the case fee revenue of \$100) will be shared by all participating municipalities on a cost per case basis. Willowbrook will be responsible for paying its pro rata share of the peer jury program cost based upon the number of cases submitted to the peer jury program.

RECOMMENDED ACTION:

Adopt the resolution to establish an intergovernmental agreement with Downers Gove to prove peer jury program.

RESOLUTION NO. 24-R-

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE
OF WILLOWBROOK AND THE VILLAGE OF DOWNSERS GROVE FOR THE
OPERATION AND MAINTENANCE OF A PEER JURY PROGRAM FOR
RESTORATIVE JUVENILE JUSTICE**

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

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

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

WHEREAS, the corporate authorities of the Village of Willowbrook and the Village of Downers Grove have determined that there is a need to provide a peer jury program in each Village and that it is necessary, proper and in the best interest of each Village and their respective residents to enter into an Intergovernmental Agreement to provide and maintain a peer jury program to enhance restorative justice programs; and

WHEREAS, Willowbrook and Downers Grove desire to memorialize their respective obligations and responsibilities with regard to the peer jury program by entering into an Intergovernmental Agreement.

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 preambles to this Resolution are hereby incorporated as part of this Resolution.

SECTION 2. The corporate authorities of the Village of Willowbrook hereby approve an Intergovernmental Agreement regarding a peer jury program in the Villages of Willowbrook and Downers Grove, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

SECTION 3. The Village Administrator of the Village of Willowbrook is hereby authorized and directed to execute the Intergovernmental Agreement on behalf of the Village of Willowbrook.

SECTION 4. This Resolution shall be in full force and effect upon its passage, as required by law.

PASSED and APPROVED this 11th day of March, 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”

**Peer Jury Intergovernmental Agreement Between
the Villages of Willowbrook and Downers Grove**

**MEMORANDUM OF UNDERSTANDING REGARDING
THE PEER JURY PROGRAM BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
THE VILLAGE OF WILLOWBROOK**

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is made this _____ day of _____, 2024, by and among the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as "Downers Grove"), and the Village of Willowbrook, an Illinois municipal corporation (hereinafter referred to as "Willowbrook"). Downers Grove and Willowbrook are herein jointly referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, Downers Grove and Willowbrook are units of local government; and

WHEREAS, the Parties currently provide police services for their respective municipalities; and

WHEREAS, the Parties currently provide for restorative justice programs within their respective police departments; and

WHEREAS, the Parties have determined that there is a need for a peer jury program to enhance the restorative justice programs; and

WHEREAS, it is the desire of the Parties to enter into this Agreement and for Downers Grove to provide a peer jury program to Willowbrook for its police department.

NOW, THEREFORE, pursuant to statutory authority, it is agreed by and among the Parties hereto as follows:

Section 1. Recitals Incorporated. The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth within this Section 1.

Section 2. Effective Date. This Agreement shall become effective _____, 2024, and shall remain in effect through December 31, 2027, unless terminated sooner in accordance with the provisions of this Agreement.

Section 3. Services. Downers Grove, located at 801 Burlington Avenue, Downers Grove, IL shall provide a fully operational peer jury program that will be accessible to Willowbrook for the adjudication of juvenile cases. Specifically, Downers Grove shall provide the following services:

- a. Select, maintain and train a jury pool consisting of area students;
- b. Provide a jury at each hearing;
- c. Assemble and distribute case information to the jury at each hearing;
- d. Manage and maintain all case files;

- e. Schedule all hearings (both initial and return) at minimum once monthly;
- f. Administer and preside over all hearings;
- g. Provide security and bailiff services at all hearings; and
- h. Maintain relationships with community service organizations to facilitate community service assignments.

Section 4. Participating Municipality Responsibilities. In order to participate in the peer jury program, Willowbrook shall be responsible for:

- a. Determining which cases to forward to the peer jury program;
- b. Communicating with the offenders regarding case status;
- c. Contacting Downers Grove to schedule a hearing;
- d. Preparing and submitting to Downers Grove case summaries prior to the hearing date; and
- e. Collecting and remitting to Downers Grove the \$100 case fee or submitting a deposit with the Village of Downers Grove to cover the cost of the case fee.

Section 5. Fees. The Parties acknowledge that multiple municipalities will be participating in the peer jury program. Downers Grove will track all costs associated with operating the peer jury program. Net costs of the peer jury program (total cost minus the case fee revenue) will be shared by all participating municipalities on a cost per case basis. Willowbrook will be responsible for paying its pro rata share of the peer jury program cost based upon the number of cases submitted to the peer jury program. Except as provided in Section 6 below, Downers Grove will invoice Willowbrook at the end of each calendar year throughout the term of this Agreement for its pro rata share of the peer jury program. Payment in full shall be due thirty (30) days after invoicing.

Section 6. Termination. Either Party may terminate this Agreement by providing at least thirty (30) days written notice to the other Party. In the event of such termination, Downers Grove will invoice Willowbrook for its pro rata share of the peer jury program within thirty (30) days of the effective date of the termination.

Section 7. Notices. Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

Downers Grove: Village Manager
801 Burlington Avenue
Downers Grove, IL 60515

With a copy to: Village Attorney
801 Burlington Avenue
Downers Grove, IL 60515

Willowbrook: Village Administrator
835 Midway Drive
Willowbrook, IL 60527

Section 8. Entire Agreement. The Agreement contains the entire agreement of the parties relating to the subject matter hereof, and except as provided herein, may not be modified or amended except by written agreement of the Parties.

Section 9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Illinois, and venue shall be in the County of DuPage.

Section 10. Severability. If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

IN WITNESS WHEREOF, the Parties have executed this Agreement by the signatures of their respective officers as reflected on the dates set forth below.

VILLAGE OF DOWNERS GROVE

By: _____
Village Manager

ATTEST:

Village Clerk

VILLAGE OF WILLOWBROOK

By: _____
Village Administrator

ATTEST:

Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.**DATE: March 11, 2024****SUBJECT:**

AN ORDINANCE APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) NEW JOHN DEERE 410P BACKHOE LOADER, PLUS ACCESSORIES, AT A TOTAL COST NOT TO EXCEED \$173,603.84 AND AUTHORIZING THE TRADE-IN OF SURPLUS PERSONAL PROPERTY AS PART OF THE PURCHASE PRICE

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 to authorize the purchase of one (1) John Deere 410 Backhoe Loader with attachments from West Side Tractor Sales in Lisle, Illinois in the amount of \$173,603.84.

BACKGROUND/SUMMARY

The Public Works Department utilizes a 2011 John Deere 410J backhoe loader for excavating, grading, loading materials (i.e., gravel, dirt, salt), heavy lifting, and other public works operations requiring such equipment. This vital piece of equipment is showing signs of age with regular mechanical breakdowns, reduced hydraulic functionality, and increased maintenance costs, all leading to the need for replacement.

Staff researched other manufacturers for its replacement and feel the John Deere brand is the best fit for the department. Staying with this manufacturer allows the repurposing of some existing attachments, offers the nearest proximity to a service center, provides better trade-in value for the existing unit, and most importantly, the brand's reliability and reputation.

Sourcewell is a cooperative purchasing entity serving local government agencies by conducting the competitive bidding process. Construction equipment like this is just one of the many commodities available. John Deere was selected and awarded contract 032119-JDC which the Village can take advantage of and complete the purchase through our local dealer, West Side Tractor Sales in Lisle, Illinois.

The list cost for the fully equipped backhoe loader is \$268,999.00, being discounted to \$158,709.41. The addition of the dealer fees, attachments, an 84 month/4,000-hour comprehensive warranty, and a 60 month/3,000-hour preventive maintenance agreement, adds \$48,894.43 for an updated total of \$208,603.84. The trade-in value of the current 2011 backhoe loader is \$35,000, reducing the overall net cost to \$173,603.84, which is \$11,396.16 under the amount budgeted.

FINANCIAL IMPACT

With the expected delivery date in May 2024, the expenses will be charged to the 2024-2025 fiscal year.

RECOMMENDED ACTION:

Staff requests the Board approve the purchase of one (1) John Deere 410 Backhoe Loader with attachments from West Side Tractor Sales in Lisle, Illinois at a cost of \$173,603.84.

ORDINANCE NO. 24-O-_____

**AN ORDINANCE APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1)
NEW JOHN DEERE 410P BACKHOE LOADER, PLUS ACCESSORIES, AT A TOTAL
COST NOT TO EXCEED \$173,603.84 AND AUTHORIZING THE TRADE-IN OF
SURPLUS PERSONAL PROPERTY AS PART OF THE PURCHASE PRICE**

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

WHEREAS, the Village Public Works Department has requested the purchase of one (1) new John Deere 410P Backhoe Loader (the “Backhoe”); and

WHEREAS, the Backhoe was competitively bid through Sourcewell; and

WHEREAS, the Village has certain surplus property, namely one (1) 2011 John Deere 410J Backhoe Loader, which is no longer necessary, useful to or in the best interest of the Village to keep; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the Village to purchase one (1) new John Deere 410P Backhoe Loader, with accessories, from West Side Tractor Sales, Lisle, Illinois.

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

SECTION 1: The Village Administrator of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, a purchase order for one (1) new John Deere 410P Backhoe Loader, with accessories, from West Side Tractor Sales of Lisle, Illinois, at a total cost, including trade-in, not to exceed One Hundred Seventy-Three Thousand Six Hundred Three and 84/100ths Dollars (\$173,603.84), which purchase is hereby approved. A copy of said purchase order, and accessory list is attached hereto as Exhibit “A” and made a part hereof.

SECTION 2: The competitive bidding process for the trade-in of one (1) surplus 2011 410J Backhoe Loader is hereby waived.

SECTION 3: Effective Date.

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

PASSED and APPROVED this 11th day of March, 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"

PURCHASE ORDER
JOHN DEERE 410P BACKHOE LOADER

**WEST SIDE TRACTOR SALES**

3300 Ogden Ave Lisle IL 60532

(630) 355-7150

Tom Becker - Sales Representative - tbecker@wstsales.com



February 23, 2024

**WILLOWBROOK, VILLAGE OF
7760 QUINCY STREET
WILLOWBROOK, IL**

2024 John Deere 410 P Backhoe Loader

SOURCEWELL Cooperative Contract 032119-JDC

Please note that this quote is valid for 30 days.

Code	Machine Configuration Description All the prices in the detailed sections are Per machine basis. Qty (1)	Unit Price
17EOT	410 P-tier Backhoe Loader	197,574.00
0202	United States	-
0351	Translated Text Labels	-
0259	English	-
1003	Cab	14,253.00
183E	JDLINK™	-
3009	Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	-
4006	John Deere 4.5L - FT4/Stage IV	-
5250	Galaxy 21L-24 12PR Rear & 12.5/80-18 10PR Front	-
6154	Dual Batteries with Disconnect, Jump Post, and Engine Block Heater	494.00
6752	Extendible Dipperstick	9,003.00
6577	1250 lb. (567 kg.) Front Counterweight	1,938.00
7002	Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)	6,700.00
7028	Pilot Controls, Two Lever, with Pattern Selection	-
7040	Three-Function Loader Hydraulics, Single Lever	3,517.00
7800	Less Backhoe Bucket with Bucket Pins	-
7714	Rear Hydraulic Coupler for Pin-on Buckets - 42 in. Thumb Ready	9,360.00
7862	92 in. (2.35 m.) Multi-Purpose Bucket, 1.23 cu. yd. (0.94 cu. m.) Capacity, Flip-over Fork Ready	10,595.00
8096	Premium Mirror Option - Exterior Rear View Mirrors (2) and Front View Mirror (1)	199.00
8109	Sun Visor	102.00
8146	Left Side Console Storage with Cup Holders	87.00
8182	Radio, Bosch Basic Package	940.00
8207	Seat, Cloth Air-Suspension	541.00
8075	Diagnostic Oil Sampling Ports	450.00
8142	LED Light Package	1,133.00
8165	Auto Ride Control	2,513.00
80A3	Custom Code - Accu-Swing	793.00
8027	Thumb - 42 in. 4 Tine	7,043.00
8062	Backhoe Boom Protection Plate	648.00
8115	MFWD Driveshaft Guard	519.00
8126	Heavy-Duty Grille Frame	597.00
		List Price \$ 268,999.00
		Discount 41% \$ 110,289.59
		Net Price \$ 158,709.41

	Custom Jobs Description	Qt	Price
	Factory Freight Destination Lisle, IL 60532	1	2,037.12
	Dlr provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	1,750.00
	Dealer Provided Delivery	1	600.00
	Labor for field installed kits	1	1,000.00
	Extended Warranty: • Extended 84/4000 COMPREHENSIVE Warranty Machine Only	1	7,737.78
	Multi-Purpose Flip-Over Forks	1	5,744.71
	36 in. (919 mm) Ditching Bucket, Standard Duty, 10.9 c. ft. (0.31 c. m.)	1	2,576.47
	Hand Held Hydraulics	1	545.88
	JD HH60 BREAKER - 410	1	14,705.88
		1	-
	PM CONTRACT 60/3000 PM Plus	1	13,196.59
		Total Price \$ 49,894.43	
Quote Summary (per unit)			
Item Description		Prices	

Machine Net Price		\$ 158,709.41
Custom Jobs		\$ 49,894.43
Total Net Price	Quantity (1)	\$ 208,603.84
		-
		-
Adjusted Net Price		\$ 208,603.84

<u>Less Trade-in</u>		
2011 JOHN DEERE 410J with 4391 hours		35,000.00
0		-
		-
		-

Payoff to Trade

Net Price less Trade-Ins

Warranty Terms

410 P includes • Full Machine 12 Month -Unlimited Hour Warranty • Extended 84/4000 COMPREHENSIVE Warranty Machine Only

\$ 173,603.84



Village of **WILLOWBROOK**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.**DATE: March 11, 2024****SUBJECT:**

A RESOLUTION WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF PARK FURNISHINGS AND FIXTURES FROM BELSON OUTDOORS, LLC AT A TOTAL COST NOT TO EXCEED \$24,288.98

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To pass a resolution approving the purchase of park furnishings from Belson Outdoors for the Midway Park Project not to exceed the amount of \$24,288.98.

BACKGROUND/SUMMARY

During the Midway Park Improvement project, materials and services needed for the improvements were itemized to help reduce the cost of the project. A new park standard was also presented so that furnishings throughout the parks, such as benches, picnic tables, and trash receptacles, would be of a similar design and material for uniformity. Through that process, purchasing specific park furnishings that fit the standards of the parks presented significant savings. This is the first purchase with the parks' standard, which will be included as part of the Farmingdale Terrace, Creekside, and Borse Park projects as well.

Belson Outdoors manufactures a wide variety of outdoor park equipment, ranging from tables, benches, drinking fountains, message boards, and more. Located in Naperville, Illinois, Belson Outdoors has become a trusted and reliable manufacturer of recycled plastic park benches, picnic tables, and trash receptacles that are aesthetically desirable, environmentally friendly, maintenance free, and provide extended life spans compared to similar steel products. These recycled plastic products have a general life span of twenty years, which is twice as long as any steel product.

At Midway Park, there will be eight (8) park benches, eight (8) six-foot ADA picnic tables, four (4) double 32-gallon trash receptacles, and one (1) nine bike wave rack. Additional savings on this purchase are realized in reduced shipping costs as all items, except the trash receptacles, come from the same warehouse. These furnishing items were identified and specified in the park development plans. The Midway Park project has progressed to a point where staff is now prepared to install these components.

FINANCIAL IMPACT

The proposed cost for the purchase of the park furnishings for the Midway Park Project from Belson Outdoors is \$24,288.98.

RECOMMENDED ACTION:

Staff recommends approving the purchase of the park furnishings for Midway Park from Belson Outdoors not to exceed the amount of \$24,288.98.

RESOLUTION NO. 24-R-_____

**A RESOLUTION WAIVING COMPETITIVE BIDDING, APPROVING AND
AUTHORIZING THE PURCHASE OF PARK FURNISHINGS AND FIXTURES FROM
BELSON OUTDOORS, LLC AT A TOTAL COST NOT TO EXCEED \$24,288.98**

WHEREAS, the Village of Willowbrook Parks and Recreation Department has requested the purchase of certain park fixtures and furnishings including park benches, picnic tables, waste receptacles and bicycle racks; and

WHEREAS, the furnishings and fixtures offered by Belson Outdoors, LLC meet the needs and standards of the Village; and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that the competitive bidding process be waived for the purchase of park furnishings and fixtures from Belson Outdoors, LLC;

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 competitive bidding process for the purchase park furnishings and fixtures be and is hereby waived.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 2: The Village Administrator of the Village of Willowbrook be and is hereby authorized and directed, to execute, on behalf of the Village, a purchase order for those certain items of park furnishings and fixtures from Belson Outdoors, LLC at a total cost not to exceed Twenty-Four Thousand Two Hundred Eighty-Eight and 98/100ths Dollars (\$24,288.98), which purchases are hereby approved. A copy of said purchase order is attached hereto as Exhibit "A" and made a part hereof.

PASSED and APPROVED this 11th day of March, 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"
BELSON OUTDOORS, LLC
PURCHASE ORDER QUOTE

**Quote #
WQ 356670**

Here is the Quote as per your request. The 'Shipping' total has been applied.
 To place an order, simply click 'Submit Order Confirmation' below.
 Please print this page for your records.
 Customer Order Confirmation is **required** to process order.

 [Belson Outdoors, LLC](#) -
[Home](#)

627 Amersale Drive
 Naperville, IL. 60563
sales@belson.com

Toll Free: 1-800-323-5664
 Phone: 1-630-897-8489
 Fax: 1-630-897-0573

**QUOTE #
WQ 356670**

Expires 3/29/2024

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
PB6-NEW	Newport Park Bench, 6' Recycled Plastic Resinwood, Includes Stainless Steel Assembly Hardware, Portable CED (Cedar Slats) Black Frame Qualifies for free shipping	130	8	\$673.00	\$5,384.00
PB6APIC6-ADA	Traditional 6' A Frame ADA Picnic Table, Recycled Plastic Resinwood With Black Frame CED (Cedar Top/Seats) Qualifies for free shipping	280	8	\$1,401.00	\$11,208.00
2T32	Double 32 Gallon Recycled Plastic Two-Toned Receptacle With Liners Choose Frame Color Choose Panel Color Discount Applied	200	4	\$1,630.00	\$6,520.00
CBBR-9UR-BK	9 Bike Wave Rack, 1-7/8" O.D. Round Tubing, Surface Mount, Powder-Coated Black (1 to 2 Units) - Glossy Finish Discount Applied	60	1	\$395.00	\$395.00
		Subtotal	4,140	Subtotal	\$23,507.00
				<input type="checkbox"/> 0.0000% Tax	\$0.00
				Freight - S&H	\$781.98
				Grand Total	\$24,288.98

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

Bill To:

Ship To:

First/Last Name Dustin Kleefisch

Company Village of Willowbrook

Ship To Village of Willowbrook

Address 1 835 Midway Drive

Address 1 700 Willowbrook Centre Pkwy

Address 2

Address 2

City Willowbrook

City Village of Willowbrook

State IL

State IL

Zip Code 60527-5549

Zip Code 60527

Country USA

Country USA

Phone 6309202429

Phone 6309202429

Fax

Contact Dustin Kleefisch

Email dkleefisch@willowbrook.il.us

Email d



Additional Delivery Services

- Phone Call 24 Hours Prior to Delivery◊
- Delivery to Residential or Non-Commercial Truck Route Addresses
- Power Liftgate Service◊ - Driver will lower shipment from the truck to the ground (Only)
Order Power Liftgate Service if — You will be unable to unload the shipment from the truck.
◊ Does Not apply to UPS shipments

Special Instructions

MJ-E/P

Intended Payment Method

Order Confirmation Method — **Customer Confirmation is Required to Complete Order**

- Email Order Confirmation
- Fax Order Confirmation
- Customer Service Representative Call (M-F 8:00am - 4:30pm CST)

What is the best day and time to call?

Contact Name (If Different than 'Sold To')

Phone

 