

## 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, APRIL 8, 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. OATH OF OFFICE - OFFICER BRIAN BRUESCH
5. PRESENTATION OF MERITORIOUS SERVICE AWARDS:
  - a. Officer Nicholas Cledon
  - b. Officer Aaron Porter
6. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
7. PUBLIC HEARING:
  - a. Annual Budget Fiscal Year 2024/2025
8. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (Approve)
  - b. Minutes - Board of Trustees Regular Meeting March 25, 2024 (APPROVE)
  - c. Warrants \$298,223.19
  - d. MOTION - A MOTION TO APPROVE THE PROMOTION OF ALEX ARTEAGA TO ASSISTANT VILLAGE ADMINISTRATOR (PASS)

## NEW BUSINESS

9. FISCAL YEAR 2024/2025 ANNUAL BUDGET
  - a. MOTION - MOTION TO APPROVE THE FY2024-2025 BUDGET (PASS)
  - b. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE BEING THE ANNUAL APPROPRIATION ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE PURPOSES FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025 (PASS)
10. MOTION - BOARD ADVICE AND CONSENT TO MAYOR'S APPOINTMENTS (PASS)

11. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE, ILLINOIS FOR THE BORSE MEMORIAL COMMUNITY PARK STREAM AND POND ENHANCEMENT PROJECT (ADOPT)
12. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIVE-YEAR CONTRACT WITH CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. FOR THE PROVISION OF MOSQUITO ABATEMENT SERVICES ON BEHALF OF THE VILLAGE OF WILLOWBROOK (ADOPT)
13. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE CHIEF OF POLICE TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN INTERGOVERNMENTAL OPERATING AGREEMENT TO ESTABLISH A STATE-SIDE MULTI-JURISDICTIONAL VIOLENT CRIME INTELLIGENCE TASK FORCE WITH THE ILLINOIS STATE POLICE (ADOPT)
14. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER, APPROVING AND AWARDING A CONTRACT TO LANDWORKS, LTD. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT, ON BEHALF OF THE VILLAGE, WITH LANDWORKS, LTD. FOR THE CREEKSIDER PARK PROJECT AND THE FARMINGDALE TERRACE PARK PROJECT (ADOPT)
15. REDEVELOPMENT AGREEMENT - WILLOWBROOK TOWN CENTER
  - a. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE APPROVING THE FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (Marshalls and Sketchers) (PASS)
  - b. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ECONOMIC INCENTIVE AND REDEVELOPMENT AGREEMENT (Binny's Beverage Depot) (PASS)

PRIOR BUSINESS

16. TRUSTEE REPORTS
17. ATTORNEY'S REPORT
18. CLERK'S REPORT
19. ADMINISTRATOR'S REPORT
20. MAYOR'S REPORT
21. EXECUTIVE SESSION  
5 ILCS 120/2(c)(1) - The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees.
22. ADJOURNMENT



## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 5.****DATE: April 8, 2024****SUBJECT:**

PRESENTATION OF MERITORIOUS SERVICE AWARDS - OFFICER PORTER & OFFICER CLEDON

### **STAFF REPORT**

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

### **PURPOSE AND ACTION REQUESTED**

Approval and presentations of meritorious service awards for Officer Aaron Porter and Officer Nicholas Cledon who were unable to attend the March 25<sup>th</sup>, 2024 meeting.

### **BACKGROUND/SUMMARY**

Meritorious Service Awards

Officers and civilian staff shall be eligible for a Meritorious Service Award plus honorarium if they qualify under any of the following:

1. Any Willowbrook employee during his/her regular course of employment shall be eligible if at the risk of his/her personal safety attempts to save the life of another or save the person from serious personal injury.
2. Any Willowbrook employee during his/her regular course of employment shall be eligible if, in attempting to save the life of another or prevent serious injuries to another, exhibits superior efforts in a range which exceeds the common standards of performance expected of his/her profession.
3. Any Willowbrook employee not necessarily in the course of normal employment but within an adjoining municipality or adjoining unincorporated area shall be eligible for an award if at the risk of his/her personal safety attempts to save the life of another or save the person from serious personal injury.
4. Any Willowbrook employee not necessarily in the course of his/her regular employment but within an adjoining municipality or adjoining unincorporated area shall be eligible if in attempting to save the life of another or prevent serious injuries to another, exhibits superior efforts in a range which exceeds common standards of performance expected of their profession.



On February 28th, 2024, Willowbrook officers responded to the report of a suicidal subject. Upon arrival, the subject was not in the location initially believed to be, at which time the officers showcased their commitment to ensuring the safety and well-being of an individual in distress, by conducting a swift and methodical search. Officers located the subject in the 12th floor stairwell of a high-rise building, elevated 15 feet from the ground. The subject was visibly upset and threatening to cause themselves harm by jumping. Officers courageously positioned themselves on the landing and exhibited patience, empathy, and professionalism during the two-hour dialogue with the subject. The efforts to establish trust and rapport, despite the challenging circumstances, reflect the high standards of these officers. All officers involved should be commended for the exemplary service and dedication exhibited during the incident. Their actions not only saved a life but also exemplified the values of compassion, professionalism, and selflessness that define the Willowbrook Police Department.

## **FINANCIAL IMPACT**

Each recipient of a Meritorious Service Award will receive a \$100 honorarium to be paid out of the Police Department's budgeted line item for employee recognition (01-30-630-309).

## **RECOMMENDED ACTION:**

Witness and commend the Meritorious Service award and honorarium winners.

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MARCH 25, 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, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Director of Public Works Rick Valent, Chief Lauren Kaspar, Deputy Chief Ben Kadolph, Deputy Chief Gerard Wodka, and Deputy Clerk Christine Mardegan.

Present via conference call was Attorney Thomas Bastian.

ABSENT: Attorney Michael Durkin and Chief Financial Officer Lora Flori.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Astrella to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS.

Ms. Roxanne Gardner of Properties Solutions Group representing Willowbrook Plaza LLC spoke. She indicated there is an ordinance before the board regarding a façade modification for the shopping center at 75<sup>th</sup> Street and Route 83. She thanked the Board for considering the modification.

Omar Fakhouri a tenant of Willowbrook Plaza spoke, noting there are two agenda items on the agenda, the first regarding the façade and the second regarding additional signage. The Plan Commission provided positive feedback at their meeting, but the principals are available at this meeting if there are any additional questions.

5. PRESENTATION OF MERITORIOUS SERVICE AWARDS

a. Sergeant Darren Biggs	e. Sergeant Joseph Lavalle
b. Officer Nicholas Cledon	f. Officer Claire Manley
c. Officer Peter Delgado	g. Officer Aaron Porter
d. Officer Richard Foytik	h. Officer Matthew Vanderjack

Chief Kaspar began her presentation with a review of the eligibility requirements for the Meritorious Service Award plus honorarium:

Any Willowbrook employee during his/her regular course of employment shall be eligible if, in attempting to save the life of another or prevent serious injuries to another, exhibits superior efforts in a range which exceeds the common standards of performance expected of his/her profession.

The Chief then related the incident that warranted this award to the police personnel at this meeting:

On February 28th, 2024, Willowbrook officers responded to the report of a suicidal subject. Upon arrival, the subject was not in the location initially believed to be, at which time the officers showcased their commitment to ensuring the safety and well-being of an individual in distress, by conducting a swift and methodical search. Officers located the subject in the 12th floor stairwell of a high-rise building, elevated 15 feet from the ground. The subject was visibly upset and threatening to cause themself harm by jumping. Officers courageously positioned themselves on the landing and exhibited patience, empathy, and professionalism during the two-hour dialogue with the subject. The efforts to establish trust and rapport, despite the challenging circumstances, reflect the high standards of these officers. All officers involved should be commended for the exemplary service and dedication exhibited during the incident. Their actions not only saved a life but also exemplified the values of compassion, professionalism, and selflessness that define the Willowbrook Police Department.

The Mayor and the Trustees thanked the sergeants and officers for everything they do to keep Willowbrook safe. Mayor Trilla shared his appreciation and love to the department for creating a family feeling at the Village and Police Department.

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 March 11, 2024 (APPROVE)
- c. Minutes - Board of Trustees Special Meeting Budget Workshop #3 March 13, 2024 (APPROVE)
- d. Warrants \$ 649,884.99
- e. ORDINANCE NO. 24-O-05- AN ORDINANCE AMENDING THE ZONING ORDINANCE AND ZONING MAP OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

7. RESOLUTION NO. 24-R-20 - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL COLLECTION SERVICES AGREEMENT WITH MUNICIPAL COLLECTION SERVICES, LLC (ADOPT)

Mr. Arteaga explained that this agenda item is pertaining to an agreement with Municipal Collection Services (MCS). Currently the Village does not have any agreement with any collection agency. The previous collection contract was in September 2020. Pricing and quotes were received from five collection services firms: MCS Collection Services, Municipal Collections Services, LLC, First Credit Services, Credit Collection Partners, and PayCourt.

After conducting an analysis of the responsive and responsible firms, staff is recommending the Village enter into a 3-year agreement with Municipal Collection Services (MCS). MCS has extensive municipal experience and can integrate with the DACRA Adjudication software portal seamlessly, thereby saving administrative staff time.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to adopt Resolution 24-R-20 as presented.

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

MOTION DECLARED CARRIED

8. ORDINANCE NO. 24-O-06 - AN ORDINANCE GRANTING APPROVAL OF A PRELIMINARY PLAT OF SUBDIVISION AND GRANTING CERTAIN VARIATIONS FROM THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE 6134 BENTLEY AVENUE - SYRUX SUBDIVISION (PASS)

Director Krol explained the variations requested for the property located at 6134 Bentley Avenue. The first is a request to subdivide one of the parcels from one lot to two lots. The second related request is to increase the maximum depth to width request of the subdivided lots and to eliminate or waive the sidewalk requirement.

The Community Development Department staff have no objection to the proposed preliminary subdivision and two (2) zoning variances as proposed since the lot and dwelling were legally established prior to annexation to the Village of Willowbrook. A public hearing was held on Wednesday, March 6, 2024, before the Plan Commission, which voted unanimously 6-0 in favor of the proposed petition, and to forward a positive recommendation to the Village Board.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance No. 24-O-06 as presented.

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

MOTION DECLARED CARRIED

9. ORDINANCE NO. 24-O-07 - AN ORDINANCE AMENDING A SPECIAL USE PERMIT AS APPROVED BY ORDINANCE NO. 89-O-52 900 75TH WILLOWBROOK PLAZA 2 - FORMERLY KNOWN AS WINGREN PLAZA (PASS)

Director Krol shared that this ordinance is requesting an amendment to the Special Use Permit granted by Ordinance 89-O-52 to permit a façade upgrade and to increase the façade elevation of the property at 900 75th Street in the Willowbrook Plaza 2 shopping center.

In 2022, when a special use amendment was passed, 22-O-22, to establish a 3900 square foot adult-use cannabis dispensary, no exterior changes were proposed at that time.

The proposed façade change complies with all UDO regulations. The purpose of the amendment is due to the proposed exterior façade change of the originally approved elevation plan associated with Ordinance 89-0-52. The concern is that approving the façade change to one tenant, will set a future precedent for other businesses, not just in Willowbrook Plaza 2 shopping center, but all Willowbrook shopping centers, to allow future façade changes to match a corporate color or create unique facades varying from the existing shopping center look.

A public hearing was held on Wednesday, March 6, 2024 before the Plan Commission, which voted 5-1 in favor of the proposed petition, and to forward a positive recommendation to the Village Board.

Trustee Neal asked if this project is approved, is there a timeline in which it would be completed. Director Krol indicated approximately six to eight weeks. The facility is planning on opening in May.

Trustee Mistele commented that he is glad to see this space occupied.

Administrator Halloran wanted to clarify that this would only change one business. The question may arise when another business comes in wanting to make similar changes, what is the liability, and what decisions the board will have to make. This is a subjective matter of who defines what is good or acceptable. The Board will need to decide as they see fit. Administrator Halloran asked Attorney Bastian to add to the conversation. Attorney Bastian noted it will be decided on a case-by-case basis as there is no precedent set.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to pass Ordinance 24-0-07 as presented.

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

MOTION DECLARED CARRIED

10. ORDINANCE NO. 24-0-08 - AN ORDINANCE GRANTING A CERTAIN SIGN VARIATION FROM THE WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE 900 75TH WILLOWBROOK PLAZA 2 - FORMERLY KNOWN AS WINGREN PLAZA (PASS)

Director Krol stated that the business owner of Mint Cannabis has requested a sign variance allowing a secondary wall sign to match the business' primary wall sign.

Public Hearing Case 24-03, consideration of a sign variance, was held on Wednesday, March 6, 2024, before the Plan Commission, which voted 5-1 in

favor of the proposed petition to forward a positive recommendation to the Village Board.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance 24-0-08 as presented.

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

MOTION DECLARED CARRIED

11. ORDINANCE NO. 24-0-09 - AN ORDINANCE AMENDING CERTAIN PROVISIONS OF TITLE 5, ENTITLED "POLICE REGULATIONS" OF THE WILLOWBROOK MUNICIPAL CODE (PASS)

Chief Kaspar advised the Board that, in September 2020, an ordinance was passed allowing the lateral transfer of police officers, an additional tool to deal with ongoing recruitment and retention issues. As staff progressed through the last few hiring pools of both initial eligibility and lateral applicants, several problems arose surrounding educational requirements.

Staff approached the Board of Police Commission (BOPC) with a possible solution to attract more candidates by updating the educational language for consistency with modern degrees offered by accredited colleges or universities. The previous language was restrictive and required a bachelor's degree from an accredited college/university, or an associate's degree in criminal justice or law enforcement from an accredited college/university. This language eliminated candidates who were working towards a bachelor's degree or had achieved an associate's degree in any discipline other than law enforcement or criminal justice.

The new language proposed is as follows:

Possess an associate's degree or completed at least sixty (60) semester hours or at least ninety (90) quarter hours of credit from an accredited college/university.

This language is more consistent with other agencies in the surrounding area and does not eliminate the college requirements for entry-level candidates. There were no changes made to the military exemptions for the higher education requirement. Other changes to the eligibility criteria were made to be consistent with state statute requirements on citizenship.

Additionally, staff is suggesting changes to 5-1-14, Lateral Hiring of Officers, to aid in maintaining a constant candidate pool for lateral hires. With these changes, the same testing company, National Testing Network, will be utilized to conduct written exams and rank candidates. This will provide more integrity to the current lateral application process and provide better record keeping, while attracting more candidates. Open continuous posting of lateral hire application through National Testing Network will cost \$500 annually, however advertisement costs should be reduced by at least that amount by maintaining a continuous list of candidates.

Trustee Berglund asked about exceptions for the officers with military service. Chief Kaspar stated that there are still the same exceptions.

Trustee Mistele asked regarding the eligibility list and the lateral transfer program, when a candidate is selected off that list, when are the physical/physiological studies done. Chief Kaspar indicated that due to employment laws and ADA requirements, a background investigation and a polygraph examination are conducted, then a conditional offer of employment can be made, and then finally the medical/physiological testing would come into play.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Berglund to pass Ordinance 24-0-09 as presented.

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

MOTION DECLARED CARRIED

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 had no report.  
Trustee Astrella had no report.

13. ATTORNEY'S REPORT

Attorney Durkin had no report.

14. CLERK'S REPORT

Clerk Hahn had no report.

15. ADMINISTRATOR'S REPORT

Administrator Halloran thanked Director Kleefisch for a successful You Got Egged event this past Saturday. Several emails were received stating what a great event it was.

He also provided an update on the two water main breaks that occurred today and noted that updates were provided on the website with the use of a QR code to link to additional information.

16. MAYOR'S REPORT

Mayor Trilla had no report.

17. EXECUTIVE SESSION

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

18. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adjourn the Regular Meeting and recess to closed session at the hour of 7:06 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.

April 8, 2024

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Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

## W A R R A N T S

April 8, 2024

GENERAL CORPORATE FUND	-----	\$ 174,526.08
WATER FUND	-----	\$ 63,232.59
CAPITAL PROJECT FUND	-----	\$ 60,081.88
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$ 382.64
TOTAL WARRANTS	-----	\$ 298,223.19

Lora Flori, Director of Finance

## APPROVED:

Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
04/08/2024		APCH	101666	AARP	ACTIVE ADULT PROGRAM	590-517	20	190.00
04/08/2024		APCH	101667#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	844.22
					INTERNET/WEBSITE HOSTING	460-225	10	128.17
					INTERNET/WEBSITE HOSTING	640-225	30	3,154.14
					INTERNET/WEBSITE HOSTING	715-225	35	128.39
					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 101667 TOTAL FOR FUND 01:			4,639.43
04/08/2024		APCH	101668	ACTIVE NETWORK, LLC	EDP LICENSES	460-263	10	4,800.00
04/08/2024		APCH	101669#	ALAN F. FRIEDMAN, PHD	EXAMS - PHYSICAL	440-543	07	830.45
					PERSONNEL RECRUITMENT	630-131	30	830.45
					CHECK APCHK 101669 TOTAL FOR FUND 01:			1,660.90
04/08/2024		APCH	101670	AMERICAN LITHO	PRINTING & PUBLISHING	550-302	20	1,300.25
04/08/2024		APCH	101671	ARTISTIC ENGRAVING	OPERATING EQUIPMENT	630-401	30	35.00
04/08/2024		APCH	101673	B & E AUTO REPAIR & TOWING	MAINTENANCE - BUILDING	630-228	30	296.64
04/08/2024		APCH	101674	BILL KAY CHEVROLET	MAINTENANCE - BUILDING	630-228	30	189.99
04/08/2024		APCH	101676	BRIGHTER ELECTRIC	MAINTENANCE - BUILDING	466-228	10	315.00
04/08/2024		APCH	101677	BROWNELLS, INC.	FIRING RANGE	630-245	30	23.73
04/08/2024		APCH	101678	BUTTREY RENTAL SERVICE, INC.	STREET IMPROVEMENTS	765-685	35	313.50
04/08/2024		APCH	101679	CASE LOTS, INC	MAINTENANCE - BUILDING	466-228	10	639.40
04/08/2024		APCH	101680	CHICAGO SUN-TIMES, INC	PRINTING & PUBLISHING	810-302	40	1,351.00
04/08/2024		APCH	101681	CHRISTOPHER B. BURKE	ENGINEERING SERVICES	820-262	40	1,630.30
					ENGINEERING SERVICES	820-262	40	974.00
					ENGINEERING SERVICES	820-262	40	220.00
					ENGINEERING SERVICES	820-262	40	308.00
					CHECK APCHK 101681 TOTAL FOR FUND 01:			3,132.30
04/08/2024		APCH	101682#	COMCAST CABLE	INTERNET/WEBSITE HOSTING	640-225	30	504.91
					INTERNET/WEBSITE HOSTING	715-225	35	344.85
					CHECK APCHK 101682 TOTAL FOR FUND 01:			849.76

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
04/08/2024		APCH	101683#	COMED	RED LIGHT - ADJUDICATOR	630-246	30	73.83
					RED LIGHT - ADJUDICATOR	630-246	30	55.30
					RED LIGHT - ADJUDICATOR	630-246	30	57.63
					ENERGY - STREET LIGHTS	745-207	35	967.34
					ENERGY - STREET LIGHTS	745-207	35	528.52
					ENERGY - STREET LIGHTS	745-207	35	537.21
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	107.26
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	65.19
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	61.00
					CHECK APCHK 101683 TOTAL FOR FUND 01:			2,453.28
04/08/2024		APCH	101684	CONRAD POLYGRAPH INC	EXAMS - PHYSICAL	440-543	07	29.50
04/08/2024		APCH	101685	DUPAGE COUNTY	EDP LICENSES	640-263	30	750.00
04/08/2024		APCH	101686	DUPAGE JUV OFCRS ASSN	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	10.00
04/08/2024		APCH	101687	EFFECTIVE FITNESS COMBATIVES, LL	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	2,240.00
04/08/2024		APCH	101690	FEDERAL EXPRESS CORP.	PRINTING & PUBLISHING	550-302	20	32.95
04/08/2024		APCH	101691	FIRESTONE COMPLETE AUTO CARE	MAINTENANCE - BUILDING	630-228	30	129.39
04/08/2024		APCH	101692	GALLAGHER BASSETT SERVICES, INC.	SCHOOLS/CONFERENCES/TRAVEL	710-304	35	11,200.00
04/08/2024		APCH	101693	GERARD WODKA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	1,351.00
					SCHOOLS/CONFERENCES/TRAVEL	630-304	30	25.00
					CHECK APCHK 101693 TOTAL FOR FUND 01:			1,376.00
04/08/2024		APCH	101694*#	GOVERNMENT FINANCE OFFICERS ASSO	EMP DED PAY- INSURANCE	210-204	00	14,987.14
					LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	71.98
					LIFE INSURANCE - COMMISSIONERS	435-148	07	23.60
					HEALTH/DENTAL/LIFE INSURANCE	455-141	10	6,122.30
					LIFE INSURANCE - PLAN COMMISSION	510-340	15	78.47
					HEALTH/DENTAL/LIFE INSURANCE	550-141	20	2,726.58
					HEALTH/DENTAL/LIFE INSURANCE	630-141	30	46,501.53
					HEALTH/DENTAL/LIFE INSURANCE	710-141	35	4,816.64
					HEALTH/DENTAL/LIFE INSURANCE	810-141	40	6,167.98
					CHECK APCHK 101694 TOTAL FOR FUND 01:			81,496.22
04/08/2024		APCH	101695	H AND R CONSTRUCTION INC.	EQUIPMENT RENTAL	750-290	35	800.00
					EQUIPMENT RENTAL	750-290	35	800.00
					CHECK APCHK 101695 TOTAL FOR FUND 01:			1,600.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
04/08/2024	APCH	101696	HEATHER AND VINE	ACTIVE ADULT PROGRAM	590-517	20	250.00
04/08/2024	APCH	101697	HIGH STAR TRAFFIC	STREET IMPROVEMENTS	765-685	35	990.00
04/08/2024	APCH	101698	IL ASSN. CHIEFS OF POLICE	EMPLOYEE RECOGNITION	630-309	30	100.00
				EMPLOYEE RECOGNITION	630-309	30	100.00
				CHECK APCHK 101698 TOTAL FOR FUND 01:			200.00
04/08/2024	APCH	101699	J.P. COOKE CO.	OFFICE SUPPLIES	455-301	10	81.30
				OFFICE SUPPLIES	455-301	10	51.75
				CHECK APCHK 101699 TOTAL FOR FUND 01:			133.05
04/08/2024	APCH	101702#	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 101702 TOTAL FOR FUND 01:			600.00
04/08/2024	APCH	101703	LEONARD B CANNATA	RED LIGHT - ADJUDICATOR	630-246	30	748.00
04/08/2024	APCH	101705	LORI RINELLA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	20.17
04/08/2024	APCH	101706	METRO REPORTING SERVICE LTD.	FEES - COURT REPORTER	520-246	15	622.80
04/08/2024	APCH	101708#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	226.30
				NICOR GAS (7760 QUINCY)	630-235	30	5.94
				CHECK APCHK 101708 TOTAL FOR FUND 01:			232.24
04/08/2024	APCH	101709*#	NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	2,900.00
04/08/2024	APCH	101710	NORTHWESTERN UNIVERSITY	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	1,100.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	1,100.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	1,095.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	1,000.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	1,000.00
				CHECK APCHK 101710 TOTAL FOR FUND 01:			5,295.00
04/08/2024	APCH	101711	OCCUPATIONAL HEALTH CENTERS	EXAMS - PHYSICAL	440-543	07	111.00
04/08/2024	APCH	101712	ORBIS SOLUTIONS	OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	25.00
04/08/2024	APCH	101713	PARAMOUNT THEATRE	ACTIVE ADULT PROGRAM	590-517	20	871.50

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
04/08/2024		APCH	101714	PATRICK BAIO	ACTIVE ADULT PROGRAM	590-517	20	176.40
04/08/2024		APCH	101715	POST TIME CATERING INC.	ACTIVE ADULT PROGRAM	590-517	20	200.00
04/08/2024		APCH	101716	PROMOS 911 INC	COMMODITIES	670-331	30	684.47
					COMMODITIES	670-331	30	883.68
					CHECK APCHK 101716 TOTAL FOR FUND 01:			1,568.15
04/08/2024		APCH	101717	QUIK IMPRESSIONS GROUP	ACTIVE ADULT PROGRAM	590-517	20	2,283.95
04/08/2024		APCH	101718	RAGS ELECTRIC, INC	MAINTENANCE	725-410	35	841.25
04/08/2024		APCH	101719	READY REFRESH	COMMISSARY PROVISION	455-355	10	199.18
04/08/2024		APCH	101720	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	120.52
					PRINTING & PUBLISHING	630-302	30	120.52
					CHECK APCHK 101720 TOTAL FOR FUND 01:			241.04
04/08/2024		APCH	101721	SAFE BUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	2,223.90
					BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	2,808.09
					CHECK APCHK 101721 TOTAL FOR FUND 01:			5,031.99
04/08/2024		APCH	101722	SCHWEIZER EMBLEM COMPANY	UNIFORMS	630-345	30	296.00
04/08/2024		APCH	101723	STARVED ROCK LODGE	ACTIVE ADULT PROGRAM	590-517	20	1,055.00
04/08/2024		APCH	101724*#	TAMELING GRADING	MAINTENANCE	725-410	35	895.00
04/08/2024		APCH	101725*#	TAMELING INDUSTRIES	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	232.20
					STREET IMPROVEMENTS	765-685	35	347.40
					CHECK APCHK 101725 TOTAL FOR FUND 01:			579.60
04/08/2024		APCH	101726	TERESA MROZIK	ACTIVE ADULT PROGRAM	590-517	20	120.43
04/08/2024		APCH	101729	UNITED STATE POSTAL SERVICE	PREPAID POSTAGE	190-102	00	3,000.00
04/08/2024		APCH	101731	VERRA MOBILITY	RED LIGHT - ADJUDICATOR	630-246	30	22,765.00
04/08/2024		APCH	101732	VESTIS GROUP, INC.	MAINTENANCE - BUILDING	466-228	10	92.09
04/08/2024		APCH	101733	WCS PHOTOGRAPHY	EMPLOYEE RECOGNITION	630-309	30	50.00
04/08/2024		APCH	101734	WILLOWBROOK FORD INC.	REIMBURSEMENTS - IRMA	310-901	00	1,078.00
					Total for fund 01 GENERAL FUND			174,526.08

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
04/08/2024		APCH	101672*	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	740.00
					LEAK SURVEYS	430-276	50	1,450.00
					CHECK APCHK 101672 TOTAL FOR FUND 02:			2,190.00
04/08/2024		APCH	101675	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	500.00
04/08/2024		APCH	101688	FACTORY CLEANING EQUIPMENT	VEHICLE MAINTENANCE	401-350	50	770.46
04/08/2024		APCH	101689	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	6,000.00
					SPOILS HAULING SERVICES	430-280	50	3,000.00
					SPOILS HAULING SERVICES	430-280	50	3,500.00
					CHECK APCHK 101689 TOTAL FOR FUND 02:			12,500.00
04/08/2024		APCH	101694*	GOVERNMENT FINANCE OFFICERS ASSO	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	5,887.00
					HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,147.93
					CHECK APCHK 101694 TOTAL FOR FUND 02:			7,034.93
04/08/2024		APCH	101700	JSN CONTRACTORS SUPPLY	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	78.00
04/08/2024		APCH	101701	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,521.68
04/08/2024		APCH	101707	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	578.76
04/08/2024		APCH	101724*	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	7,492.26
04/08/2024		APCH	101725*	TAMELING INDUSTRIES	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	688.00
04/08/2024		APCH	101727	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	2,650.00
					MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	7,523.00
					MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	156.00
					CHECK APCHK 101727 TOTAL FOR FUND 02:			10,329.00
04/08/2024		APCH	101728	UNDERGROUND PIPE SOLUTIONS	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,400.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,487.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,062.50
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,000.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,800.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,800.00
					CHECK APCHK 101728 TOTAL FOR FUND 02:			15,549.50

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Page 6/8

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
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Fund: 02 WATER FUND								
Total for fund 02 WATER FUND 63,232.59								

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
04/08/2024		APCH	101672*#	ASSOCIATED TECHNICAL SERV. LTD.	RESURFACING	600-313	55	2,172.00
04/08/2024		APCH	101704	LIVING WATERS CONSULTANTS	BORSE PARK PHASE II	600-347	55	2,500.00
04/08/2024		APCH	101709*#	NJ RYAN TREE & LANDSCAPE LLC	EXECUTIVE DRIVE PROJECT	600-309	55	3,100.00
04/08/2024		APCH	101725*#	TAMELING INDUSTRIES	MIDWAY PARK UPGRADE	600-342	55	35.42
04/08/2024		APCH	101730	UPLAND DESIGN, LTD.	FARMINGDALE TERRACE PROJECT	600-346	55	17,424.49
					BORSE PARK PHASE II	600-347	55	17,425.48
					CREEKSIDE PARK IMPROVEMENT PROJECT	600-348	55	17,424.49
					CHECK APCHK 101730 TOTAL FOR FUND 10:			52,274.46
					Total for fund 10 CAPITAL PROJECT FUND			60,081.88

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CHECK DATE FROM 04/01/2024 - 04/10/2024

Page 8/8

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
04/08/2024		APCH	101694*#	GOVERNMENT FINANCE OFFICERS ASSO	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	382.64
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			382.64
					TOTAL - ALL FUNDS			298,223.19

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

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# Village of **WILLOWBROOK**

[Return to Agenda](#)

## **Village Administrator's Office**

### **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 9.**

**DATE: April 8, 2024**

**SUBJECT:**

**FISCAL YEAR 2024/2025 ANNUAL BUDGET**

- a. A MOTION TO APPROVE THE FY2024-25 BUDGET
- b. AN ORDINANCE BEING THE ANNUAL APPROPRIATION ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE PURPOSES FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025.

### **STAFF REPORT**

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Lora Flori, Chief Financial Officer  
**THROUGH:** Sean Halloran, Village Administrator

### **PURPOSE AND ACTION REQUESTED**

Over the past three months, the Village Board of Trustees and Village Staff have worked to develop the FY2024-2025 annual budget. Three public workshops were held to discuss the Village's operating funds and its five-year Capital Improvement Program (CIP). The final budget for FY2024-2025 is submitted to the Board at this meeting for approval.

Also submitted for the Board's adoption is the Annual Appropriation Ordinance for the fiscal year commencing on May 1, 2024 and ending on April 30, 2025 for the Village of Willowbrook, DuPage County, Illinois. The Village is required, in accordance with the Illinois Appropriation Act, to adopt an annual appropriation ordinance within the first quarter of the fiscal year.

### **BACKGROUND/SUMMARY**

The FY2024-2025 budget allows the Village to (1) maintain its stable financial position; (2) maintain its current level of quality service for all its major governmental functions – public safety, general government, economic development; (3) invest in its infrastructure, make improvements of park facilities and; (4) maintain a balanced budget, while adopting conservative estimates of revenues and expenses.

The ordinance presented for the Board's approval provides a list of each Funds expenditure/expense amounts that Village Staff may not exceed (legal level of spending) for Fiscal Year 2024-2025. The ordinance does not replace the previously adopted Administrative Budget, which serves as a management tool for monitoring and comparing actual expenditures/expenses to the appropriate approved budgeted line items.

Attached to the ordinance is the authorized Certificate of Estimated Revenues to be submitted to the County.



**General Fund** - The following tables summarize the General Fund's estimated revenues and expenditure for FY2023-2024 and the projected revenues and expenditures for FY2024-2025.

REVENUES					
	2022-23 Actual	2023-2024 Approved Budget	2023-2024 Estimate	2024-2025 Proposed Budget	Difference between 23-24 Estimate and 24-25 Proposed
Taxes	\$12,959,346	\$12,315,724	\$13,137,733	\$13,075,616	-\$62,117
Intergovernmental	\$441,312	\$225,000	\$414,679	\$759,000	\$344,321
Licenses And Permits	\$461,040	\$527,058	\$582,700	\$535,601	-\$47,099
Fines	\$1,074,078	\$967,459	\$1,124,949	\$998,110	-\$126,839
Charges For Services	\$491,718	\$449,304	\$313,212	\$520,756	\$207,544
Miscellaneous	\$683,180	\$193,000	\$407,400	\$397,000	-\$10,400
Interest Income	\$251,042	\$118,653	\$388,753	\$200,000	-\$188,753
<b>TOTAL GENERAL FUND REVENUES</b>	<b>\$16,361,715</b>	<b>\$14,796,198</b>	<b>\$16,369,426</b>	<b>\$16,486,083</b>	<b>\$116,657</b>
EXPENDITURES					
	2022-23 Actual	2023-2024 Approved Budget	2023-2024 Estimate	2024-2025 Proposed Budget	Difference between 23-24 Estimate and 24-25 Proposed
Village Administrator's Office (VAO) *	\$3,304,983	\$2,816,536	\$3,152,043	\$3,059,301	-\$92,742
Community Development	\$419,577	\$587,320	\$529,397	\$603,111	\$73,714
Parks and Recreation	\$708,422	\$799,045	\$695,926	\$820,070	\$124,144
Police	\$6,099,012	\$6,361,511	\$6,370,774	\$6,741,110	\$370,336
Public Works	\$1,597,375	\$1,163,119	\$1,330,662	\$1,331,037	\$164,773
Capital Improvement Program	\$3,448,180	\$2,609,100	\$2,357,963	\$388,920	-\$1,969,043
<b>TOTAL OPERATING</b>	<b>\$12,129,369</b>	<b>\$11,727,531</b>	<b>\$12,078,802</b>	<b>\$12,554,629</b>	<b>\$475,827</b>
<b>TOTAL EXPENDITURES</b>	<b>\$15,577,549</b>	<b>\$14,336,631</b>	<b>\$14,436,765</b>	<b>\$12,943,549</b>	<b>-\$1,493,216</b>
<b>Total Performance of the General Fund</b>					
Deficit Surplus	-	-	\$1,932,661	\$3,542,534	-

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



## FY2024-2025 General Fund Highlights

The General Fund's budget of revenues of \$16,486,083 and operating expenditures of \$12,554,629, with projected total expenditures of \$12,943,549 results in a surplus of \$3,542,534 for Fiscal Year 2024-2025. The following revenues highlight the projected increase between the FY2023-2024 estimate and the FY2024-2025 budget of \$116,657.

- Intergovernmental Revenues – Intergovernmental revenue is projected to be \$414,679 for the current fiscal year 2023-2024, which is \$189,679 more than the budget. Total federal and state grant revenue for FY2023-24 is expected to be \$180,000 more than the budget of \$225,000, which accounts for approximately 95% of the positive difference of total intergovernmental revenue. Federal and state grant revenue for FY2024-2025 is expected to also increase by \$354,000 from the FY2023-2024 projection.
- Charges for Services – Charges for services revenue for FY2023-2024 is projected to be \$136,092 less than the budget, however, FY2024-2025 charges for services revenue is projected to be \$207,544 more than the current fiscal year 2023-2024 projection. The projected increase is primarily due to the \$220,000 positive difference between the FY2023-2024 estimate and the FY2024-2025 proposed budget for Parks and Recreation Special events revenue.
- Interest Income – Interest income is expected to be \$388,753 for the current fiscal year 2023-2024, which is more than three times the budget of \$118,653. Interest income for FY2024-2025 is projected to be \$200,000, while less than the estimate for the current fiscal year 2023-2024, it is more than the budget for FY2023-2024.
- Fines – Red light fines are expected to be \$1,014,551 for the current fiscal year 2023-2024, which is \$164,551 more than the budget of \$850,000. While the FY2024-2025 budget of \$885,000 for red light fines is less than the projected for FY2023-2024, it is consistent with the FY2023-2024 budget.



The projected decrease in total expenditures between the FY2023-2024 estimate and the FY2024-2025 budget of \$1,493,216 is primarily due to the decrease in the funding of various capital projects of \$1,969,043.

**FIVE YEAR CAPITAL IMPROVEMENT PROGRAM**

Account Number	Revenue Sources	2024-2025 Budget	2025-2026 Budget	2026-2027 Budget	2027-2028 Budget	2028-2029 Budget
10-55-310-611	Grants	\$0	\$0	\$0	\$0	\$0
10-55-320-600	Motor Fuel Tax	\$0	\$300,000	\$550,000	\$250,000	\$200,000
10-55-320-601	Rebuild Illinois Bond	\$0	\$0	\$0	\$0	\$0
10-55-330-102	Transfer from Water Fund	\$25,000	\$125,000	\$475,000	\$475,000	\$475,000
10-55-330-101	Transfer from General Fund	\$387,820	\$2,869,500	\$2,639,400	\$2,516,500	\$2,177,000
	General Obligation Bond	\$7,625,000	\$0	\$0	\$0	\$0
10-55-330-112	Tax Increment Financing	\$0	\$0	\$0	\$0	\$0
<b>Total Sources/Revenue</b>		<b>\$8,037,820</b>	<b>\$3,294,500</b>	<b>\$3,664,400</b>	<b>\$3,241,500</b>	<b>\$2,852,000</b>

	Uses/Expenditures	2024-2025 Budget	2025-2026 Budget	2026-2027 Budget	2027-2028 Budget	2028-2029 Budget
	Design	\$58,820	\$53,500	\$52,400	\$36,500	\$50,000
	Road and Sidewalk Infrastructure	\$3,216,000	\$300,000	\$2,675,000	\$2,250,000	\$325,000
	Village Equipment	\$221,000	\$175,000	\$937,000	\$585,000	\$977,000
	Village Facilities	\$4,517,000	\$2,641,000	\$0	\$370,000	\$1,500,000
	Water Infrastructure	\$25,000	\$125,000	\$0	\$0	\$0
<b>Total Uses/Expenditures</b>		<b>\$8,037,820</b>	<b>\$3,294,500</b>	<b>\$3,664,400</b>	<b>\$3,241,500</b>	<b>\$2,852,000</b>



For FY 2024-2025, the following Capital Improvement projects, with the associated cost, are planned:

ROAD AND SIDEWALK INFRASTRUCTURE		
Project Title	Dept / Division	2024/2025 Costs
Executive Drive Storm Water Project	Public Works	\$3,200,000
Brookbank Road Stormwater Project	Public Works	\$16,000
VILLAGE EQUIPMENT		
Project Title	Dept / Division	2024/2025 Costs
Street Sign replacement in the Waterford subdivision	Public Works	\$16,000
Grill replacements at Borse Community Park and Willow Pond	Parks	\$5,000
Tablet/Mobile Livescan purchase	Police	\$15,000
Equipment replacement of the 410J combo loader	Public Works	\$185,000
VILLAGE FACILITIES		
Project Title	Dept / Division	2024/2025 Costs
Borse Community Park Phase II	Parks	\$2,200,000
Creekside Park Renovation	Parks	\$1,300,000
Farmingdale Terrace Park Renovation	Parks	\$925,000
Willow Pond Fishing Pier replacement	Parks	\$30,000
Installation of Emergency Operations Center at Police Department	Police	\$50,000
Public Works building kitchen improvements	Public Works	\$12,000
WATER INFRASTRUCTURE		
Project Title	Dept / Division	2024/2025 Costs
Water Tower Maintenance – pressure wash of the spheroid towers	Public Works	\$25,000



## WATER FUND SUMMARY FOR FISCAL YEAR 2024-2025

The change in the Village's water rate structure that resulted from the 2022 water rate study became effective in 2023. Water taxes increased approximately \$194,000 from FY2021-2022 to FY2022-2023 and are expected to increase \$502,299 in FY2023-2024. Tax revenues are then expected to remain relatively consistent in FY2024-2025. Operating expenses are expected to remain consistent at approximately \$3.7 million for FY2024-2025. Anticipated capital expenditures for fiscal years 2023-2024 and 2024-2025 are minimal.

REVENUES					
	2022-2023 Actual	2023-2024 Approved Budget	2023-2024 Estimate	2024-2025 Proposed Budget	Difference between 23-24 Estimate and 24-25 Proposed
Taxes	\$3,468,288	\$3,566,638	\$3,970,587	\$3,891,175	-\$79,412
<b>TOTAL WATER FUND REVENUES</b>	<b>\$3,468,288</b>	<b>\$3,566,638</b>	<b>\$3,970,587</b>	<b>\$3,891,175</b>	<b>-\$79,412</b>
EXPENDITURES					
	2022-2023 Actual	2023-2024 Approved Budget	2023-2024 Estimate	2024-2025 Proposed Budget	Difference between 23-24 Estimate and 24-25 Proposed
Personnel	\$830,114	\$730,475	\$748,975	\$778,934	\$29,959
Contractual	\$2,461,017	\$2,278,991	\$2,609,571	\$2,632,948	\$23,377
Commodities	\$124,205	\$90,700	\$77,818	\$105,200	\$27,382
Capital Maint / Debt Service	\$262,610	\$176,159	\$173,512	\$177,512	\$4,000
Capital Improvement Program	\$87,192	\$0	\$0	\$25,000	\$25,000
<b>TOTAL OPERATING</b>	<b>\$3,677,946</b>	<b>\$3,276,326</b>	<b>\$3,609,876</b>	<b>\$3,694,594</b>	<b>\$84,718</b>
<b>TOTAL EXPENDITURES</b>	<b>\$3,765,138</b>	<b>\$3,276,326</b>	<b>\$3,609,876</b>	<b>\$3,719,594</b>	<b>\$109,718</b>
Operating Deficit/Surplus	-\$209,658	\$290,312	\$360,711	\$196,581	-\$164,130
Total Deficit Surplus	-\$296,850	\$290,312	\$360,711	\$171,581	-\$189,130

### RECOMMENDED ACTION:

Staff recommends passing the motion to approve the Fiscal Year 2024/2025 Annual Budget and pass the ordinance to make the Annual Appropriations for the Village of Willowbrook.

**ORDINANCE NO. 24-O-\_\_****AN ORDINANCE BEING THE ANNUAL APPROPRIATION ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE PURPOSES FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025**

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**WHEREAS**, the corporate authorities of the Village of Willowbrook (the "Village"), DuPage County, Illinois caused to be prepared in tentative form the Appropriation Ordinance for the Fiscal Year Commencing May 1, 2024 and Ending April 30, 2025; and

**WHEREAS**, a tentative Appropriation Ordinance has been made available for public inspection for a period of not less than thirty (30) days prior to final action by the corporate authorities.

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

**SECTION 1.** That the following sums, or so much thereof as hereby may be authorized by law, be and the same are hereby appropriated to pay all necessary expenses and liabilities of the Village of Willowbrook, DuPage County, Illinois, for the fiscal year beginning May 1, 2024 and ending April 30, 2025, for a General Corporate Fund, a Water Fund, a Motor Fuel Tax Fund, a Water Capital Improvements Fund, a Capital Projects Fund, a Debt Service Fund, a Rt. 83/Plainfield Road Business District Tax Fund, Opportunity Reserve Fund, TIF Redevelopment District Fund, and a Series 2022 G.O. Bond Fund, such appropriations are hereby made for the following objects and purposes:

**VILLAGE OF WILLOWBROOK  
APPROPRIATION  
FY 2024/25**

**2024-25**

**APPROVED**

<b>GL NUMBER</b>	<b>DESCRIPTION</b>	<b>BUDGET</b>	<b>APPROPRIATION</b>
<b>FUND 01 - GENERAL FUND</b>			
<b>Dept 05 - VILLAGE BOARD &amp; CLERK</b>			
01-05-400-147	MEDICARE	1,260	1,575
01-05-400-161	SOCIAL SECURITY	5,390	6,737
01-05-410-101	SALARY - MAYOR & VILLAGE BOARD	65,508	81,885
01-05-410-141	LIFE INSURANCE - ELECTED OFFICIALS	890	1,113
01-05-410-201	PHONE - TELEPHONES	350	438
01-05-410-301	OFFICE SUPPLIES	100	125
01-05-410-304	SCHOOLS/CONFERENCES/TRAVEL	1,500	1,875
01-05-410-307	FEES/DUES/SUBSCRIPTIONS	4,000	5,000
<b>Totals for Dept 05 - VILLAGE BOARD &amp; CLERK</b>		<b>78,998</b>	<b>98,748</b>
<b>Dept 07 - BOARD OF POLICE COMMISSIONERS</b>			
01-07-400-147	MEDICARE	14	18
01-07-400-161	SOCIAL SECURITY	62	77
01-07-435-148	LIFE INSURANCE - COMMISSIONERS	220	275
01-07-435-239	FEES - BOPC ATTORNEY	1,000	1,250
01-07-435-302	PRINTING & PUBLISHING	397	496
01-07-435-304	SCHOOLS/CONFERENCES/TRAVEL	500	625
01-07-435-307	FEES/DUES/SUBSCRIPTIONS	400	500
01-07-440-543	EXAMS - PHYSICAL	100	125
<b>Totals for Dept 07 - BOARD OF POLICE COMMISSIONERS</b>		<b>2,693</b>	<b>3,366</b>
<b>Dept 10 - ADMINISTRATION</b>			
01-10-400-147	MEDICARE	8,888	11,110
01-10-400-151	IMRF	113,627	142,034
01-10-400-161	SOCIAL SECURITY	38,021	47,526
01-10-455-101	SALARIES - MANAGEMENT STAFF	643,278	804,098
01-10-455-102	OVERTIME	2,613	3,266
01-10-455-131	PERSONNEL RECRUITMENT	500	625
01-10-455-141	HEALTH/DENTAL/LIFE INSURANCE	154,469	193,086
01-10-455-201	PHONE - TELEPHONES	12,000	15,000
01-10-455-301	OFFICE SUPPLIES	5,100	6,375
01-10-455-302	PRINTING, PUBLISHING & TRANSCRIPTION	7,500	9,375
01-10-455-303	FUEL/MILEAGE/WASH	2,400	3,000
01-10-455-304	SCHOOLS/CONFERENCES/TRAVEL	10,000	12,500

01-10-455-307	FEES/DUES/SUBSCRIPTIONS	20,000	25,000
01-10-455-311	POSTAGE & METER RENT	3,200	4,000
01-10-455-315	COPY SERVICE	2,000	2,500
01-10-455-355	COMMISSARY PROVISION	5,000	6,250
01-10-460-225	INTERNET/WEBSITE HOSTING	45,500	56,875
01-10-460-263	EDP LICENSES	60,500	75,625
01-10-460-267	DOCUMENT STORAGE/SCANNING	5,839	7,299
01-10-460-306	CONSULTING SERVICES - IT	15,300	19,125
01-10-466-228	MAINTENANCE - BUILDING	235,500	294,375
01-10-466-236	NICOR GAS (835 MIDWAY)	4,692	5,865
01-10-466-240	ENERGY/COMED (835 MIDWAY)	4,000	5,000
01-10-466-251	SANITARY (835 MIDWAY)	550	688
01-10-466-351	BUILDING MAINTENANCE SUPPLIES	5,500	6,875
01-10-470-239	FEES - VILLAGE ATTORNEY	200,000	250,000
01-10-471-425	OTHER PROFESSIONAL SERVICES	25,000	31,250
01-10-475-365	PUBLIC RELATIONS	500	625
01-10-480-273	SELF INSURANCE - DEDUCTIBLE	16,500	20,625
01-10-480-276	WELLNESS	2,000	2,500
01-10-490-799	CONTINGENCIES	90,000	112,500
01-10-900-112	TRANSFER TO DEBT SERVICE - 2015	325,361	406,701
01-10-900-113	TRANSFER TO SERIES 2022 TAXABLE BOND	169,455	211,819
01-10-900-115	TRANSFER TO SERIES 2022 TAX-EXEMPT		
	BOND	541,096	676,370
<b>Totals for Dept 10 - ADMINISTRATION</b>		<b>2,775,889</b>	<b>3,469,861</b>

#### **Dept 20 - PARKS & RECREATION**

01-20-400-147	MEDICARE	3,518	4,398
01-20-400-151	IMRF	50,389	62,986
01-20-400-161	SOCIAL SECURITY	15,051	18,813
01-20-455-201	PHONE - TELEPHONES	1,500	1,875
01-20-455-307	FEES DUES SUBSCRIPTIONS	1,260	1,575
01-20-510-303	FUEL/MILEAGE/WASH	750	938
01-20-550-101	SALARIES - PERMANENT EMPLOYEES	243,565	304,456
01-20-550-102	OVERTIME	2,000	2,500
01-20-550-141	HEALTH/DENTAL/LIFE INSURANCE	13,919	17,399
01-20-550-148	LIFE INSURANCE - COMMISSIONERS	170	213
01-20-550-301	OFFICE/GENERAL PROGRAM SUPPLIES	1,500	1,875
01-20-550-302	PRINTING & PUBLISHING	16,000	20,000
01-20-550-311	POSTAGE AND METER RENT	1,200	1,500
01-20-555-212	EDP EQUIPMENT/SOFTWARE	5,680	7,100
01-20-555-304	TRAINING	2,230	2,788
01-20-555-308	INFORMATIONAL TECH SERVICES	5,100	6,375
01-20-565-342	LANDSCAPE MAINTENANCE SERVICES	81,200	101,500
01-20-570-235	NICOR GAS (825 MIDWAY)	2,000	2,500

01-20-570-250	SANITARY (825 MIDWAY)	500	625
01-20-570-280	BALLFIELD MAINTENANCE	12,000	15,000
01-20-570-345	UNIFORMS	450	563
01-20-570-411	MAINTENANCE - EQUIPMENT	7,508	9,385
01-20-585-522	COMMUNITY EVENTS	55,580	69,475
01-20-590-517	ACTIVE ADULT PROGRAM SPECIAL RECREATION ASSOC PROGRAM	244,000	305,000
01-20-590-518	DUES	53,000	66,250
<b>Totals for Dept 20 - PARKS &amp; RECREATION</b>		<b>820,070</b>	<b>1,025,088</b>

#### **Dept 25 - FINANCE DEPARTMENT**

01-25-610-302	PRINTING & PUBLISHING	500	625
01-25-610-307	FEES/DUES/SUBSCRIPTIONS	1,215	1,519
01-25-615-263	EDP LICENSES	12,500	15,625
01-25-620-251	AUDIT SERVICES	33,500	41,875
01-25-620-252	FINANCIAL SERVICES	154,006	192,508
<b>Totals for Dept 25 - FINANCE DEPARTMENT</b>		<b>201,721</b>	<b>252,151</b>

#### **Dept 30 - POLICE DEPARTMENT**

01-30-400-147	MEDICARE	13,611	17,013
01-30-400-151	IMRF	41,757	52,196
01-30-400-161	SOCIAL SECURITY	58,223	72,779
01-30-540-425	OTHER PROFESSIONAL SERVICES	40,000	50,000
01-30-630-101	SALARIES - PERMANENT EMPLOYEES	3,066,109	3,832,636
01-30-630-102	OVERTIME	200,000	250,000
01-30-630-131	PERSONNEL RECRUITMENT	5,000	6,250
01-30-630-141	HEALTH/DENTAL/LIFE INSURANCE	446,961	558,701
01-30-630-155	POLICE PENSION	1,566,034	1,957,543
01-30-630-201	PHONE - TELEPHONES	25,000	31,250
01-30-630-202	ACCREDITATION	4,700	5,875
01-30-630-228	MAINTENANCE - BUILDING	70,000	87,500
01-30-630-235	NICOR GAS (7760 QUINCY)	6,500	8,125
01-30-630-241	FEES - FIELD COURT ATTORNEY	39,400	49,250
01-30-630-245	FIRING RANGE	5,000	6,250
01-30-630-246	RED LIGHT - ADJUDICATOR	276,700	345,875
01-30-630-250	SANITARY (7760 QUINCY)	650	813
01-30-630-301	OFFICE SUPPLIES	3,700	4,625
01-30-630-302	PRINTING & PUBLISHING	2,700	3,375
01-30-630-303	FUEL/MILEAGE/WASH	85,000	106,250
01-30-630-304	SCHOOLS/CONFERENCES/TRAVEL	30,000	37,500
01-30-630-307	FEES/DUES/SUBSCRIPTIONS	46,026	57,533
01-30-630-309	EMPLOYEE RECOGNITION	5,000	6,250
01-30-630-311	POSTAGE & METER RENT	4,800	6,000
01-30-630-315	COPY SERVICE	3,600	4,500

01-30-630-345	UNIFORMS	36,100	45,125
01-30-630-346	AMMUNITION	22,000	27,500
01-30-630-347	OTHER WEAPONS	3,690	4,613
01-30-630-351	BUILDING MAINTENANCE SUPPLIES	1,000	1,250
01-30-630-401	OPERATING EQUIPMENT	37,000	46,250
01-30-630-402	BODY CAMERAS	40,673	50,841
01-30-630-403	IN-CAR CAMERA	15,000	18,750
01-30-640-225	INTERNET/WEBSITE HOSTING	37,000	46,250
01-30-640-263	EDP LICENSES	31,205	39,006
01-30-640-267	DOCUMENT STORAGE/SCANNING	1,000	1,250
01-30-640-308	INFORMATIONAL TECH SERVICES	51,850	64,813
01-30-650-268	ANIMAL CONTROL	2,000	2,500
01-30-650-343	JAIL SUPPLIES	2,000	2,500
01-30-655-339	CONFIDENTIAL FUNDS	1,000	1,250
01-30-660-205	BIKE PROGRAM	1,500	1,875
01-30-670-331	COMMODITIES	7,000	8,750
01-30-675-235	RADIO DISPATCHING	404,621	505,776
<b>Totals for Dept 30 - POLICE DEPARTMENT</b>		<b>6,741,110</b>	<b>8,426,388</b>

#### **Dept 35 - PUBLIC WORKS DEPARTMENT**

01-35-400-147	MEDICARE	2,557	3,196
01-35-400-151	IMRF	38,484	48,105
01-35-400-161	SOCIAL SECURITY	10,936	13,671
01-35-710-101	SALARIES - PERMANENT EMPLOYEES	176,062	220,078
01-35-710-102	OVERTIME	27,507	34,384
01-35-710-103	PART TIME - LABOR	36,000	45,000
01-35-710-141	HEALTH/DENTAL/LIFE INSURANCE	48,177	60,221
01-35-710-201	TELEPHONES	3,564	4,455
01-35-710-301	OFFICE SUPPLIES	3,500	4,375
01-35-710-302	PRINTING & PUBLISHING	750	938
01-35-710-303	FUEL/MILEAGE/WASH	16,000	20,000
01-35-710-304	SCHOOLS/CONFERENCES/TRAVEL	6,070	7,588
01-35-710-307	FEES/DUES/SUBSCRIPTIONS	1,170	1,463
01-35-710-311	POSTAGE & METER RENT	150	188
01-35-710-345	UNIFORMS	2,500	3,125
01-35-710-401	OPERATING SUPPLIES & EQUIPMENT	23,620	29,525
01-35-710-405	FURNITURE & OFFICE EQUIPMENT	1,000	1,250
01-35-715-225	INTERNET/WEBSITE HOSTING	5,700	7,125
01-35-715-308	INFORMATIONAL TECH SERVICES	8,500	10,625
01-35-720-245	FEES - ENGINEERING	8,068	10,085
01-35-725-410	MAINTENANCE	77,300	96,625
01-35-725-415	NICOR GAS	3,360	4,200
01-35-725-417	SANITARY USER CHARGE	300	375
01-35-740-287	SNOW REMOVAL CONTRACT	148,400	185,500

01-35-740-290	STREET SWEEPING SERVICES	11,950	14,938
01-35-745-207	ENERGY - STREET LIGHTS	28,500	35,625
01-35-745-224	MAINTENANCE - TRAFFIC SIGNALS	11,127	13,909
01-35-750-286	JET CLEANING CULVERT	35,000	43,750
01-35-750-290	EQUIPMENT RENTAL	9,500	11,875
01-35-750-338	TREE MAINTENANCE STORM WATER IMPROVEMENTS	132,000	165,000
01-35-750-381	MAINTENANCE	90,000	112,500
01-35-755-281	ROUTE 83 BEAUTIFICATION	84,465	105,581
01-35-755-284	BRUSH PICKUP	25,150	31,438
01-35-755-300	EMERGENCY EQUIPMENT	1,500	1,875
01-35-755-331	SALT	22,000	27,500
01-35-755-332	J.U.L.I.E.	2,650	3,313
01-35-755-333	ROAD SIGNS	8,000	10,000
01-35-760-258	PEST CONTROL	250	313
01-35-760-259	MOSQUITO ABATEMENT	38,770	48,463
01-35-765-685	STREET IMPROVEMENTS	180,500	225,625
<b>Totals for Dept 35 - PUBLIC WORKS DEPARTMENT</b>		<b>1,331,037</b>	<b>1,663,796</b>

#### **Dept 40 - COMMUNITY DEVELOPMENT DEPARTMENT**

01-40-400-147	MEDICARE	3,803	4,753
01-40-400-151	IMRF	54,465	68,081
01-40-400-161	SOCIAL SECURITY	16,267	20,334
01-40-810-101	SALARIES - PERMANENT EMPLOYEES	238,725	298,406
01-40-810-102	OVERTIME	1,609	2,011
01-40-810-141	HEALTH/DENTAL/LIFE INSURANCE	37,480	46,850
01-40-810-148	LIFE INSURANCE - PLAN COMMISSION	1,200	1,500
01-40-810-201	TELEPHONES	5,200	6,500
01-40-810-301	OFFICE SUPPLIES	3,000	3,750
01-40-810-302	PRINTING & PUBLISHING	5,500	6,875
01-40-810-303	FUEL/MILEAGE/WASH	300	375
01-40-810-304	SCHOOLS/CONFERENCES/TRAVEL	4,250	5,313
01-40-810-305	SPECIAL PROJECTS	35,000	43,750
01-40-810-307	FEES/DUES/SUBSCRIPTIONS	1,500	1,875
01-40-810-311	POSTAGE & METER RENT	4,164	5,205
01-40-810-315	COPY SERVICE	2,400	3,000
01-40-810-345	UNIFORMS	400	500
01-40-810-409	MAINTENANCE - VEHICLES	1,200	1,500
01-40-810-412	MAINTENANCE - BUILDINGS	3,668	4,585
01-40-815-263	EDP LICENSES	318	398
01-40-815-267	DOCUMENT STORAGE/SCANNING	8,650	10,813
01-40-815-308	INFORMATIONAL TECH SERVICES	5,100	6,375
01-40-820-248	FEES - COURT REPORTER	3,000	3,750
01-40-820-260	BUILDING, PLAN REVIEW & INSP. SERVICES	73,512	91,890

01-40-820-262	ENGINEERING SERVICES	66,500	83,125
01-40-820-263	TRAFFIC ENGINEERING SERVICES	5,000	6,250
01-40-830-117	ELEVATOR INSPECTION	5,900	7,375
01-40-830-119	CODE ENFORCE INSPECTION	15,000	18,750
<b>Totals for Dept 40 - COMMUNITY DEVELOPMENT DEPT.</b>		<b>603,111</b>	<b>753,889</b>

<b>TOTAL APPROPRIATIONS - GENERAL FUND</b>	<b>12,554,629</b>	<b>15,693,286</b>
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## Fund 02 - WATER FUND

### Dept 50 - WATER DEPARTMENT

02-50-400-147	MEDICARE	4,772	5,965
02-50-400-151	IMRF	54,824	68,530
02-50-400-161	SOCIAL SECURITY	20,412	25,515
02-50-401-101	SALARIES - PERMANENT EMPLOYEES	473,507	591,884
02-50-401-102	OVERTIME	50,440	63,050
02-50-401-103	PART TIME - LABOR	20,800	26,000
02-50-401-141	HEALTH/DENTAL/LIFE INSURANCE	78,363	97,954
02-50-401-201	PHONE - TELEPHONES	8,040	10,050
02-50-401-301	OFFICE SUPPLIES	200	250
02-50-401-302	PRINTING & PUBLISHING	9,000	11,250
02-50-401-303	FUEL/MILEAGE/WASH	10,800	13,500
02-50-401-304	SCHOOLS CONFERENCE TRAVEL	3,700	4,625
02-50-401-307	FEES DUES SUBSCRIPTIONS	3,724	4,655
02-50-401-309	FINANCIALS SERVICES	102,355	127,944
02-50-401-311	POSTAGE & METER RENT	10,000	12,500
02-50-401-315	UNIFORMS	2,500	3,125
02-50-401-350	VEHICLE MAINTENANCE	35,663	44,579
02-50-405-245	FEES - ENGINEERING	19,800	24,750
02-50-417-263	EDP LICENSES	41,456	51,820
02-50-420-206	ENERGY - ELECTRIC PUMP	7,500	9,375
02-50-420-361	CHEMICALS	500	625
02-50-420-362	SAMPLING ANALYSIS	13,805	17,256
02-50-420-491	PUMP INSPECTION REPAIR MAINTAIN STA	1,200	1,500
02-50-420-575	PURCHASE OF WATER	1,717,460	2,146,825
	WELLHOUSE REPAIRS & MAIN - WB EXEC		
02-50-425-474	PLAZA	9,500	11,875
	MATERIALS & SUPPLIES-		
02-50-425-475	STANDPIPE/PUMPHOUSE	5,500	6,875
02-50-430-276	LEAK SURVEYS	23,585	29,481
	WATER DISTRIBUTION		
02-50-430-277	REPAIRS/MAINTENANCE	295,000	368,750
02-50-430-280	SPOILS HAULING SERVICES	205,000	256,250
02-50-430-281	STREET IMPROVEMENTS SERVICES	98,000	122,500
02-50-430-401	OPERATING EQUIPMENT	17,500	21,875
02-50-430-476	MATERIAL & SUPPLIES - DISTRIBUTION	58,000	72,500

02-50-435-278	METERS FLOW TESTNG	14,860	18,575
02-50-435-461	NEW METERING EQUIPMENT	8,000	10,000
02-50-435-462	METER REPLACEMENT	15,500	19,375
02-50-440-694	DISTRIBUTION SYSTEM REPLACEMENT	55,000	68,750
02-50-449-102	INTEREST - BOND	8,964	11,205
02-50-449-104	PRINCIPAL - BOND	11,829	14,786
02-50-449-105	INTEREST - IEPA LOAN	13,393	16,741
02-50-449-106	PRINCIPAL - IEPA LOAN	42,408	53,010
02-50-630-155	POLICE PENSION	75,816	94,770
02-50-900-112	TRANSFER TO DEBT SERVICE - 2015	45,918	57,398
<b>Totals for Dept 50 - WATER DEPARTMENT</b>		<b>3,689,822</b>	<b>4,612,278</b>

<b>TOTAL APPROPRIATIONS - WATER FUND</b>	<b>3,689,822</b>	<b>4,612,278</b>
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#### Fund 04 - MOTOR FUEL TAX FUND

##### Dept 56 - MOTOR FUEL TAX

04-56-410-371	ROCK SALT	91,623	114,529
04-56-600-314	CONCRETE FLATWORK	80,000	100,000
<b>Totals for Dept 56 - MOTOR FUEL TAX</b>		<b>171,623</b>	<b>214,529</b>

<b>TOTAL APPROPRIATIONS - MOTOR FUEL TAX FUND</b>	<b>171,623</b>	<b>214,529</b>
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#### Fund 10 - CAPITAL PROJECT FUND

##### Dept 55 - CAPITAL IMPROVEMENT PROGRAM

10-55-600-308	BROOKBANK ROAD STORMWATER PROJECT	16,000	20,000
10-55-600-309	EXECUTIVE DRIVE STORM WATER PROJECT	3,200,000	4,000,000
10-55-600-310	DESIGN	58,820	73,525
10-55-600-311	PUBLIC WORKS KITCHEN IMPROVEMENTS	12,000	15,000
10-55-600-320	STREET SIGN REPLACEMENT	16,000	20,000
10-55-600-322	PUBLIC WORKS EQUIPMENT	185,000	231,250
10-55-600-325	TECHNOLOGY	15,000	18,750
10-55-600-343	PD EMERGENCY OPERATION CENTER	50,000	62,500
10-55-600-344	PARK EQUIPMENT	5,000	6,250
10-55-600-345	CREEKSIDER PARK RENOVATION	1,300,000	1,625,000
10-55-600-346	FARMINGDALE TERRACE PARK RENOVATION	925,000	1,156,250
10-55-600-347	BORSE COMMUNITY PARK - PHASE II	2,200,000	2,750,000
10-55-600-350	WILLOW POND FISHING PIER REPLACEMENT	30,000	37,500
10-55-600-604	WATER INFRASTRUCTURE	25,000	31,250

<b>Totals for Dept 55 - CAPITAL IMPROVEMENT PROGRAM</b>	<b>8,037,820</b>	<b>10,047,275</b>
<b>TOTAL APPROPRIATIONS - CAPITAL PROJECT FUND</b>	<b>8,037,820</b>	<b>10,047,275</b>

**Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRICT TAX**

**Dept 15 - PLANNING & ECONOMIC DEVELOPMENT**

15-15-400-147	MEDICARE	1,947	2,434
15-15-400-151	IMRF	21,645	27,056
15-15-400-161	SOCIAL SECURITY	8,330	10,412
15-15-401-242	LEGAL FEES	50,000	62,500
15-15-410-104	SALARIES - REGULAR	133,309	166,636
15-15-455-141	HEALTH/DENTAL/LIFE INSURANCE	5,027	6,284
15-15-455-513	SALES TAX REBATE- TOWN CENTER	103,000	128,750
15-15-455-514	SALES TAX REBATE - PFM	136,043	170,054
15-15-745-224	TRAFFIC MAINTENANCE SIGNALS	6,970	8,713
<b>Totals for Dept 15 - PLANNING &amp; ECONOMIC DEVELOPMENT</b>		<b>466,271</b>	<b>582,839</b>

<b>TOTAL APPROPRIATIONS - RT 83/PLAINFIELD RD BUSINESS DISTRICT TAX FUND</b>	<b>466,271</b>	<b>582,839</b>
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**Fund 17 - SERIES 2022 G.O. BOND FUND**

**Dept 80 - SERIES 2022B TAXABLE BOND**

17-80-540-425	OTHER PROFESSIONAL SERVICE (WEDP)	330,000	412,500
<b>Totals for Dept 80 - SERIES 2022B TAXABLE BOND</b>		<b>330,000</b>	<b>412,500</b>
<b>TOTAL APPROPRIATIONS - SERIES 2022 G.O. BOND FUND</b>		<b>330,000</b>	<b>412,500</b>
<b>TOTAL APPROPRIATIONS - ALL FUNDS</b>		<b>25,250,165</b>	<b>31,562,707</b>

**SECTION 2.** Any sums of money heretofore appropriated, and not heretofore expended, and now in the Village Treasury of the Village of Willowbrook, are hereby appropriated by this Ordinance.

**SECTION 3.** The appropriations herein for the payment of liabilities, contract liabilities, or unpaid bills, if any, shall not be construed as an approval of any such liabilities or unpaid bills, but shall be regarded only as an appropriation for the payment thereof, when and if said "liabilities", "contract liabilities" or "unpaid bills" shall be found to be valid and legal obligations against the Village of Willowbrook, and are appropriated, vouchered and audited.

**SECTION 4.** The appropriations made herein for salaries and wages for positions shall be regarded as maximum appropriations as to the sums appropriated and for the length of time for which the incumbent of each position is to be employed. No employee shall have the right to demand continuous employment and compensation by reason of the appropriations, if it becomes necessary to discharge him or her due to unsatisfactory performance or on account of lack of work, or lack of funds. In case of any vacancy in any office or employment position herein appropriated for, the corporate authorities or the Village Administrator shall not be required to fill such office or employment position if, in its or her judgment and discretion, as the case may be, there is no necessity thereof.

**SECTION 5.** If any item, purpose, sentence or portion thereof of this Ordinance be for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance, and any ordinance or parts of any ordinance in conflict herewith are hereby repealed.

**SECTION 6.** A certified copy of this Ordinance shall be filed with the DuPage County Clerk within thirty (30) days of passage and approval by the Mayor and Board of Trustees of the Village of Willowbrook.

**SECTION 7.** All ordinances or resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

**SECTION 8.** This Ordinance shall be in full force and effect upon its passage, approval and publication or posting as provided by law.

PASSED and APPROVED this 8<sup>th</sup> day of April, 2024, by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

STATE OF ILLINOIS        )  
                              )        SS  
COUNTY OF DUPAGE      )

I, Deborah A. Hahn, do hereby certify that I am the duly qualified and acting Clerk of the Village of Willowbrook in the county and state aforesaid, and as such Clerk I am the keeper of the records and files of the Village of Willowbrook.

I do further certify that the attached and foregoing is a true and complete copy of Ordinance No. 24-O- \_\_\_\_ being the ANNUAL APPROPRIATION ORDINANCE FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025, as adopted by the Mayor and Board of Trustees of the Village of Willowbrook, at its properly convened meeting held on the 8<sup>th</sup> day of April, 2024, as appears from the official records of said Village in my care and custody.

**IN WITNESS WHEREOF**, I have hereunto affixed my official signature and the corporate seal of said Village of Willowbrook, DuPage County, Illinois, on this 8<sup>th</sup> day of April, 2024.

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Deborah A. Hahn, Village Clerk

(SEAL)

**CHIEF FISCAL OFFICER'S CERTIFICATE OF ESTIMATED REVENUES**  
**For Village of Willowbrook, DuPage County, Illinois**

I, Lora Flori, DO HEREBY CERTIFY AS FOLLOWS:

1. I am the Chief Fiscal Officer for the Village of Willowbrook, DuPage County, Illinois
2. I estimate the revenue by source, of said Village of Willowbrook, for the fiscal year beginning May 1, 2024 and ending April 30, 2025, to be as follows:

**GENERAL CORPORATE FUND**

Property Taxes	189,128
Sales Taxes	8,853,524
Other Taxes	4,032,961
Licenses	212,153
Permits	323,448
Fines	998,110
Charges & Fees	219,108
Park & Recreation	301,648
Interest Income	200,000
Miscellaneous	<u>1,096,000</u>
<b>Total General Corporate Fund</b>	<b><u>16,426,080</u></b>

**WATER FUND**

Taxes	<u>3,891,175</u>
<b>Total Water Fund</b>	<b><u>3,891,175</u></b>

**MOTOR FUEL TAX FUND**

Motor Fuel Taxes	372,870
Interest Income	<u>25,000</u>
<b>Total Motor Fuel Tax Fund</b>	<b><u>397,870</u></b>

**CAPITAL PROJECTS FUND**

Transfer From General Fund	387,820
Transfer From General Obligation Bond, Series 2022A&B	7,625,000
Transfer From Water Fund	<u>25,000</u>
<b>Total Capital Projects Fund</b>	<b><u>8,037,820</u></b>

**RT 83 / PLAINFIELD ROAD BUSINESS DISTRICT TAX FUND**

Business District Sales Tax	<u>665,759</u>
<b>Total Rt . 83 / Plainfield Road Business District Tax Fund</b>	<b><u>665,759</u></b>

**G.O. BOND, SERIES 2022A & 2022B**

Series 2022A Tax Exempt Bond

Transfer From General Fund	541,096
Interest Income	100,000
Series 2022B Taxable Bond	
Transfer From General Fund	169,455
<b>Total G.O. Bond, Series 2022A &amp; 2022B</b>	<b><u>810,551</u></b>

**TIF REDEVELOPMENT DISTRICT FUND**

TIF District Sales Tax	<u>153,000</u>
<b>Total TIF Redevelopment District Fund</b>	<b><u>153,000</u></b>
<b>TOTAL ALL FUNDS</b>	<b><u>30,382,255</u></b>

NOTE: The estimated revenues do not include Police Pension Trust Fund and SSA#1 Bond and Interest Fund, as these are Fiduciary Funds.

**TOTAL ALL FUNDS** **\$ 30,382,255**



Lora Flori,  
Chief Financial Officer,  
Village of Willowbrook



# Village of **WILLOWBROOK**

[Return to Agenda](#)  
**Village Administrator's  
Office**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 10.**

**DATE: April 8, 2024**

**SUBJECT:**

MOTION – BOARD ADVICE AND CONSENT TO MAYOR'S APPOINTMENTS

### **STAFF REPORT**

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

#### **BACKGROUND/SUMMARY**

As the Board is aware, the Mayor makes appointments to Village Commissions and Committees with the advice and consent of the Board of Trustees. The following appointments are hereby recommended:

- Plan Commission – 4 Year Term (7 Members)
- BOPC – 3 Year Term (3 Members)
- Police Pension Fund – 2 Year Term (2 Members)

<b>Candidate:</b>	<b>Appointment Status:</b>	<b>New Term Expires:</b>
Catherine Kaczmarek	Reappointment Current member of the Plan Commission	4/30/2028
Leonard Kaucky	Reappointment Current member of the Plan Commission	4/30/2028
Sam Louise	Appointment New member of the Plan Commission – will fill the spot of the vacancy from Chairman Kopp	4/30/2028
Paul Oggerino	Appointment New member of the Police Pension Fund – will fill the spot of the vacancy from Sam Louise	4/30/2026
Joe Heery	Reappointment Current member of the BOPC	4/30/2027

In addition to the above regarding the Plan Commission, following the term expiration of Chairman Daniel Kopp, John Wagner will be appointed to Chairman and Mike Walec will be appointed to Vice-Chairman.

#### **RECOMMENDED ACTION:**

Pass the motion to confirm the Mayor's appointments.



# Village of **WILLOWBROOK**

[Return to Agenda](#)

**Parks &  
Recreation**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 11.**

**DATE: April 8, 2024**

**SUBJECT:**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND  
THE COUNTY OF DUPAGE, ILLINOIS FOR THE BORSE MEMORIAL COMMUNITY PARK  
STREAM AND POND ENHANCEMENT PROJECT

### **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**

Approval and authorization to execute an Intergovernmental Agreement (IGA) between the Village of Willowbrook and the County of DuPage, Illinois for the Borse Memorial Community Park Stream and Pond Enhancement Project and acceptance of \$60,000 grant for the project.

#### **BACKGROUND/SUMMARY**

Staff discovered an opportunity for a potential grant from DuPage County through their Stormwater Management program. This particular grant is funded through the DuPage County Water Quality Improvement Program. Working with the Village's civil engineer, Novotny Engineering, staff prepared and applied for this funding opportunity. Through this grant the County is looking to assist municipalities in water quality and stormwater initiatives. The grant provides up to 25% reimbursement of expenses, not to exceed \$99,000, whichever occurs first. In addition, the grant is a reimbursement grant, where the Village must complete the project by June 30<sup>th</sup>, 2025, to be reimbursed by the County. A potential project that qualified for this program was the Stream and Pond Enhancement project at Borse Memorial Community Park. This project reflects the motivation of the grant by helping to lessen the impact of stormwater surges that Saw Mill Creek and the Des Plaines River experience. In addition, it is also a green infrastructure initiative that benefits the local ecosystem and water quality. The estimated cost of this project is \$375,000 and expected to be completed in fiscal year 2024-2025.

On March 5th, the Village of Willowbrook was notified by DuPage County Stormwater Management staff that the Village had been awarded the grant. Once the Village received the award letter and spoke with DuPage County Stormwater Management staff, the specifics of the grant and process were explained. As previously mentioned, this is a reimbursement grant, therefore, the Village will need to submit applicable expenses to DuPage County for reimbursement. As such, the County does require that we enter into an Intergovernmental agreement to facilitate the transfer of funds. Within the Intergovernmental Agreement all of the procedural specifics, dates, and technicalities are expressed.

#### **FINANCIAL IMPACT**

The Village will receive \$60,000 in grant assistance toward the cost of the Borse Park Stream and Pond Enhancement project.

#### **RECOMMENDED ACTION:**

Staff's recommendation is for acceptance and approval to enter into an Intergovernmental Agreement with DuPage County for the potential grant funding through their Stormwater Management program.

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE, ILLINOIS  
FOR THE BORSE MEMORIAL COMMUNITY PARK STREAM AND  
POND ENHANCEMENT PROJECT**

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**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 (“Village”) and the County of DuPage, Illinois (“DuPage”) 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 Village and DuPage have determined that it is in the best interest of the citizens of DuPage and residents of the Village for the Village and DuPage to enter into an Intergovernmental Agreement for stormwater run-off reduction and improving water quality, as an integral part of the proper management of storm and flood waters, for the Borse Memorial Community Park Stream and Pond Enhancement Project (the “Project”), whereby DuPage will participate in cost-sharing for the Project upon the terms and conditions contained in that certain Intergovernmental Agreement, 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:

The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook, DuPage County, Illinois.

**BE IT FURTHER RESOLVED** that the Intergovernmental Agreement by and between the Village of Willowbrook and the County of DuPage, for the Borse Memorial Community Park Stream and Pond Enhancement Project in the Village of Willowbrook, is hereby approved. The Mayor of the Village of Willowbrook is hereby directed and authorized to execute said Agreement on behalf of the Village of Willowbrook and the Village Clerk is hereby directed to attest to said signature. A copy of said Intergovernmental Agreement is attached hereto as Exhibit "A" and made a part hereof.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 8th day of April 2024, by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

**EXHIBIT "A"**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE, ILLINOIS  
FOR THE BORSE MEMORIAL COMMUNITY PARK STREAM AND  
POND ENHANCEMENT PROJECT**

**SINTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,  
ILLINOIS AND THE VILLAGE OF WILLOWBROOK FOR THE BORSE PARK STREAM  
AND POND ENHANCEMENT PROJECT**

This INTERGOVERNMENTAL AGREEMENT is made this 14<sup>th</sup> day of May 2024 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF WILLOWBROOK, a body politic and corporate, with offices at 835 Midway Drive, Willowbrook, Illinois 60527 (hereinafter referred to as the VILLAGE).

**R E C I T A L S**

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design report for the design, construction, and maintenance of streambank and pond enhancement practices installed on a segment of Sawmill Creek through Willowbrook and a pond within Borse Park in Willowbrook (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in Sawmill Creek, a tributary to the Des Plaines River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed sixty thousand dollars (\$60,000); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they

become due and will be reimbursed by the County for qualified expenses per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

## **1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

## **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves the streambank stabilization of 980 lateral feet of Sawmill Creek within Borse Park and the shoreline enhancement of the 0.5-acre pond within Borse Park. The improvements include re-shaping slopes, rock toe, vegetation management, native plant seeding, native plant plug installation, an erosion blanket, and the installation of two rock riffle grade control structures. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the Sawmill Creek and the Des Plaines River watershed.
- 2.2 The PROJECT shall be developed essentially in accord with the construction contract plans titled “Stream and Pond Enhancement Project Tony and Florence Borse Memorial Park Village of Willowbrook, Illinois”, as prepared by Living Waters Consultants, Inc. and dated December 15, 2023, which document is incorporated herein by reference but is not attached hereto due to space limitations. The best management practices shall be maintained and monitored by the VILLAGE or its consultant.

## **3.0 FUNDING.**

3.1 The total water quality related PROJECT costs are estimated to be three hundred seventy-five thousand dollars (\$375,000.00). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF WILLOWBROOK	\$ 315,000.00
<u>COUNTY OF DUPAGE</u>	<u>\$ 60,000.00</u>
TOTAL	\$375,000.00

3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree in writing to apportion such extra costs before they are incurred.

3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by June 30, 2025, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.

3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

#### **4.0 VILLAGE'S RESPONSIBILITIES.**

4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.

4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance after the PROJECT's completion.

- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the total amount requested by the Village's invoices exceed sixty thousand dollars (\$60,000). Each invoice shall show the quantities and cost per item and be summarized by PROJECT area and/or stage of completion.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amount(s) herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any

review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.

4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotional materials related to the PROJECT including, but not limited to, printed materials, press releases and presentations.

## 5.0 COUNTY'S RESPONSIBILITIES.

5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended and/or required changes to the CONTRACT DOCUMENTS for PROJECT components necessary to qualify for reimbursement.

5.2 The COUNTY shall cost share in the PROJECT as follows:

5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.

5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed sixty thousand dollars (\$60,000).

5.2.3 In the event PROJECT costs total less than three hundred seventy-five thousand dollars (\$375,000.00), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.

5.2.4 The COUNTY shall not be obligated to pay invoices received after November 30, 2025, regardless of when the work was contracted or completed and notwithstanding that the COUNTY'S contribution limit has not been reached.

5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data

collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

## **7.0 INDEMNIFICATION.**

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and/or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

## **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

## **9.0 TERM OF THIS AGREEMENT.**

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
  - 9.1.1 November 30, 2025, or to a new date agreed upon by the parties.
  - 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2025.

## **10.0 ENTIRE AGREEMENT.**

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

## **11.0 SEVERABILITY.**

- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

## **12.0 GOVERNING LAW.**

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

## **13.0 NOTICES.**

- 13.1 Any required notice shall be sent to the following addresses and parties:

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

Claire Kissane  
Water Quality Specialist  
DuPage County  
Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187

DuPage County State's  
Attorney's Office  
ATTN: Civil Bureau  
503 N. County Farm Rd.  
Wheaton, Illinois 60187

## **14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

- 14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

## **15.0 NO WAIVER OF TORT IMMUNITIES**

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF WILLOWBROOK

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Deborah Conroy,  
Chair

---

Frank A. Trilla  
Mayor

ATTEST:

ATTEST:

---

Jean Kaczmarek,  
County Clerk

---

Deborah A. Hahn  
Village Clerk



# Village of **WILLOWBROOK**

[Return to Agenda](#)**Public Works**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 12.****DATE: April 8, 2024****SUBJECT:**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIVE-YEAR CONTRACT WITH CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. FOR THE PROVISION OF MOSQUITO ABATEMENT SERVICES ON BEHALF OF 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 and authorize a five-year agreement with Clarke Environmental Management, Inc. at a total cost not to exceed \$27,370 in year one with a maximum increase of 3% each year thereafter.

#### **BACKGROUND/SUMMARY**

In 2013, DuPage County communities conducted a survey of mosquito management services to create consistency across the county. Implementing similar programs, not only to address mosquito activity, but also monitor the impact of traditional products and application processes exhibited on the surrounding environment as well. Clarke Environmental Management, Inc. (Clarke) was ultimately the vendor of choice due to their proprietary product line and unique application processes.

Chosen in 2018, Clarke's EarthRight Program is dedicated to being more eco-friendly than what other vendors in the industry are offering. All products used in Clarke's program are naturally derived active ingredients, approved for use in and around organic farms, and awarded the EPA's Presidential Green Chemistry Challenge Award for being the first larvicide evaluated as a reduced risk product. In addition to the product innovations, Clarke has implemented several unique application processes including the use of bicycles, hybrid and electric vehicles to transport their crews and treat catch basins, as well as the use of helicopter applications to minimize the impact to hard-to-reach sensitive areas.

The recent three-year agreement awarded on March 8, 2021, expired in late 2023. Clarke has proposed a five-year agreement starting May 1, 2024, in the amount of \$27,370 in the first year with a not to exceed maximum increase of 3% each year thereafter. There is additional language in the proposal stating that, should the consumer price index be lower than 3% each year, the lower percentage would be the applied as the increase amount instead.



Below is the program payment plan for the five-year agreement.

Month	2024	2025*	2026*	2027*	2028*
May 1	\$6,842.50	\$7,047.50	\$7,257.50	\$7,475.00	\$7,697.50
June 1	\$6,842.50	\$7,047.50	\$7,257.50	\$7,475.00	\$7,697.50
July 1	\$6,842.50	\$7,047.50	\$7,257.50	\$7,475.00	\$7,697.50
August 1	\$6,842.50	\$7,047.50	\$7,257.50	\$7,475.00	\$7,697.50
<b>TOTAL</b>	<b>\$27,370.00</b>	<b>\$28,190.00</b>	<b>\$29,030.00</b>	<b>\$29,900.00</b>	<b>\$30,790.00</b>

\*Prices listed for 2025-2028 use the maximum increase of 3% for budgeting purposes.

### FINANCIAL IMPACT

The 2024-2025 fiscal year budget provides funding for the 2024 costs in the amount of \$27,370.

### RECOMMENDED ACTION:

Staff requests the Village Board approve and authorize a five-year agreement with Clarke Environmental Management, Inc. at a total cost not to exceed \$27,370 in year one with a maximum increase of 3% each year thereafter.

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
FIVE-YEAR CONTRACT WITH CLARKE ENVIRONMENTAL MOSQUITO  
MANAGEMENT, INC. FOR THE PROVISION OF MOSQUITO ABATEMENT  
SERVICES ON BEHALF OF THE VILLAGE OF WILLOWBROOK**

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**WHEREAS**, the Village of Willowbrook (the “Village”) has previously contracted with Clarke Environmental Mosquito Management, Inc. (“Clarke”) to perform mosquito abatement services on behalf of the Village; and

**WHEREAS**, the Village has had a satisfactory working relationship with Clarke and has determined that it is in the best interest of the Village to continue its association with Clarke by entering into a five (5) year contract with Clarke to continue to perform mosquito abatement services on behalf of the Village.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Agreement by and between the Village of Willowbrook and Clarke Environmental Mosquito Management, Inc. to perform mosquito abatement services on behalf of the Village at annual yearly costs as set forth on Clarke Environmental Mosquito Management, Inc.’s agreement and proposal, copies of said agreement and proposal are attached hereto as Exhibit “A” and made a part hereof, and the same is hereby approved.

**BE IT FURTHER RESOLVED** that the Village Mayor be and is hereby directed and authorized to execute said Agreement and Proposal on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and APPROVED this 8th day of April 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"**

**CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.**  
**AGREEMENT AND PROPOSAL**



## **Clarke Environmental Mosquito Management, Inc., Professional Services Outline for The 2024-2028 Village of Willowbrook EarthRight™ Program**

### **Part I. General Service**

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 942-2555
- E. Comprehensive Insurance Coverage naming the Village of Willowbrook additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

### **Part II. Surveillance and Monitoring**

- A. Floodwater Mosquito Migration Model:  
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the Village of Willowbrook representative and inform him of the impending brood arrival.)
- B. Arbovirus Surveillance:
  1. Clarke New Jersey Light Trap Network: Operation of one (1) traps within the Village of Willowbrook to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

### **Part III. Larval Control**

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: 10 inspections
  1. Two (2) complete inspections of up to 72 sites as outlined by most recent Clarke GIS Survey.
  2. Five (5) targeted inspections of up to 42 breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
  3. Three (3) targeted inspections of up to 30 known *Culex* spp. breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
  4. Inspections of sites called in by residents on the Mosquito Hotline.
- C. Prescription Larval Control will be performed with Natular® mosquito larvicide as described in the following sections.
  1. Larval Control: The program provides for 50.4 acres of single brood or 30 day residual product with backpack, hand, or helicopter equipment.
  2. Larval Control: Stocking of 1,000 mosquito fish (*Gambusia affinis*) for biological control.
  3. Catch Basins: One treatment of up to 775 catch basins, inlets and manholes using Natular® XRT, an extended residual slow release insecticide for control of up to 180 days.



4. Catch Basins: One (1) late-season treatment of up to 775 street side catch basins, inlets and manholes using Natular® 30-day sustained slow release insecticide.
5. Catch Basins: Back Yard Catch Basins: One (1) treatment of up to one known backyard catch basin at 6031 Bentley using Natular® XRT, an extended residual slow release insecticide for control of up to 180 days.

## Part IV. Adult Control

- A. Adulticiding in mosquito harborage areas:
- B. Upon the request of Village staff, backpack barrier treatments using a synthetic pyrethroid insecticide of up to 1 mile for residual control of adult mosquitoes in isolated residential areas experiencing severe mosquito annoyance conditions. Any authorized backpack barrier treatments will be priced at \$418.00 per treatment.
- C. Adulticiding in Residential Areas:
  - 1. As authorized by Village staff, community-wide truck ULV treatments of up to 46.5 miles of streets using Merus™ a botanical insecticide (pyrethrin). Any authorized community ULV treatments will be priced at \$3,800.00 per treatment.
- D. Adulticiding Operational Procedures
  - 1. Notification of community contact.
  - 2. Weather limit monitoring and compliance.
  - 3. Notification of residents on Clarke Call Notification List.
  - 4. ULV particle size evaluation.
  - 5. Insecticide dosage and quality control analysis.

**2024 Total Price for Parts I, II, III, IV\*\* \$27,370.00**

**\*\*NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



EarthRight™

**Clarke Environmental Mosquito Management, Inc.,  
Professional Services Outline for  
The 2024-2028 Village of Willowbrook  
EarthRight™ Program**

- I. Program Payment Plan:** For Parts I, II, III, and IV as specified in the 2024 Professional Services Price Outline, the total for the 2024 program is \$27,370.00. The payments will be due on May 1<sup>st</sup>, June 1<sup>st</sup>, July 1<sup>st</sup>, & August 1<sup>st</sup> according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.
  
- II. Price Increases\*:** The price for the services rendered hereunder may be increased by Clarke Environmental Mosquito Management, Inc. (“Clarke”) in 2025-2028 by a percentage which shall not exceed the annual consumer price index or 3%, whichever is lower.

**PROGRAM PAYMENT PLAN**

Month	2024	2025*	2026*	2027*	2028*
May 1	\$6,842.50	\$7,047.50	\$7,257.50	\$7,475.00	\$7,697.50
June 1	\$6,842.50	\$7,047.50	\$7,257.50	\$7,475.00	\$7,697.50
July 1	\$6,842.50	\$7,047.50	\$7,257.50	\$7,475.00	\$7,697.50
August 1	\$6,842.50	\$7,047.50	\$7,257.50	\$7,475.00	\$7,697.50
<b>TOTAL</b>	<b>\$27,370.00</b>	<b>\$28,190.00</b>	<b>\$29,030.00</b>	<b>\$29,900.00</b>	<b>\$30,790.00</b>

\*prices listed for 2025-2028 show maximum increase of 3% for budgeting purposes

**For Village of Willowbrook:**

Sign Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**For Clarke Environmental Mosquito Management, Inc.:**

Name: Emily Kluger Title: Key Accounts Manager Date: 12/1/2023  
Emily Kluger



EarthRight™

**Clarke Environmental Mosquito Management, Inc.,  
Professional Services Outline for  
The 2024-2028 Village of Willowbrook  
EarthRight™ Program**

**Administrative Information:**

**Invoices should be sent to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ P.O. # \_\_\_\_\_  
E-mail: \_\_\_\_\_ County: \_\_\_\_\_

**\*\*In an effort to be more sustainable, we ask that you provide us with an  
Email address that the invoices should be sent to.\*\***

**Treatment Address (if different from above):**

County: \_\_\_\_\_

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

**Contact Person for Village of Willowbrook:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

**Alternate Contact Person for Village of Willowbrook:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

**Please sign and return a copy of the complete contract for our files to:**

Clarke Environmental Mosquito Management, Inc., Attn: Emily Kluger  
675 Sidwell Court, St. Charles, IL 60174 or email to [ekluger@clarke.com](mailto:ekluger@clarke.com)



# Village of **WILLOWBROOK**

[Return to Agenda](#)

**Police**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 13.**

**DATE: April 8, 2024**

**SUBJECT:**

A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE CHIEF OF POLICE TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN INTERGOVERNMENTAL OPERATING AGREEMENT TO ESTABLISH A STATE-SIDE MULTI-JURISDICTIONAL VIOLENT CRIME INTELLIGENCE TASK FORCE WITH THE ILLINOIS STATE POLICE

### **STAFF REPORT**

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

### **PURPOSE AND ACTION REQUESTED**

This agreement will authorize the Willowbrook Chief of Police to enter a partnership with the Illinois State Police (ISP) to join the already existing Violent Crime Intelligence Task Force. This partnership will authorize the Police Department to share critical intelligence and develop a partnership to reduce and prevent illegal possession and use of firearms, solve firearm-related crimes, and otherwise reduce violent crimes.

### **BACKGROUND/SUMMARY**

The Violent Crime Intelligence Task Force was established to assist in enforcing the Firearms Owner Identification (FOID) Card Act, the Firearms Concealed Carry Act, the Firearms Dealer License Certification Act, and Article 24 of the Criminal Code of 2012.

The ISP provides special agents as needed to partner with local jurisdictions to enforce these acts. They provide intelligence sharing for potential violations and support for local efforts to address enforcement of these acts. The ISP also annually provides grants to help agencies address the additional personnel costs accrued to enforce these acts. Much of the work to be done in Willowbrook will be to establish procedures, address violations and identify violators of these acts to gain compliance and enhance public safety. In the past, the Village has worked with ISP to notify residents who are in violation of their FOID card being revoked. This request from staff has nothing to do with the Protect Illinois Communities Act, which regulates assault weapons.

The Willowbrook Police Department has applied for \$5,000 in grant money to cover additional personnel costs, including overtime, associated with participation in this task force.

### **FINANCIAL IMPACT**

All personnel expenses are reimbursable through this program. The Police Department does not intend to exceed the reimbursement amount.

### **RECOMMENDED ACTION:**

Adopt the resolution to approve the IGA with the Illinois State Police.

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

**A RESOLUTION APPROVING AND AUTHORIZING  
THE VILLAGE CHIEF OF POLICE TO EXECUTE, ON BEHALF OF  
THE VILLAGE OF WILLOWBROOK,  
AN INTERGOVERNMENTAL OPERATING AGREEMENT  
TO ESTABLISH A STATE-SIDE MULTI-JURISDICTIONAL VIOLENT CRIME  
INTELLIGENCE TASK FORCE WITH THE ILLINOIS STATE POLICE**

**WHEREAS**, the Village of Willowbrook wishes to join other law enforcement agencies (the “Participating Agencies”) in establishing a state-wide multi-jurisdictional violent crime intelligence task force through an Intergovernmental Operating Agreement with the Illinois State Police; and

**WHEREAS**, pursuant to Article VII, Section 10, of the Constitution of the State of Illinois, 1970, and the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), the Village is expressly authorized to enter into the attached Intergovernmental Operating Agreement; and

**WHEREAS**, the Corporate Authorities of the Village have determined that it is necessary and in the best interest of the Village to approve the attached Intergovernmental Operating Agreement creating The Violent Crime Intelligence Task Force (“Task Force”).

[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 the Chief of Police of the Village of Willowbrook be and is hereby directed to authorize and execute on behalf of the Village that certain Intergovernmental Operating Agreement creating The Violent Crime Intelligence Task Force and approving the Village's membership therein, which Agreement is hereby approved. A copy of the Agreement is attached hereto and made a part hereof as Exhibit "A."

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED and APPROVED this 8<sup>th</sup> day of April 2024, by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**INTERGOVERNMENTAL OPERATING AGREEMENT**

**INTERGOVERNMENTAL OPERATING AGREEMENT BETWEEN**  
**THE NAME OF PARTICIPATING AGENCY**  
**AND THE ILLINOIS STATE POLICE**

Pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, this Intergovernmental Operating Agreement (“Agreement”) is entered by and between \_\_\_\_\_, a municipal law enforcement agency within the \_\_\_\_\_, Illinois, (“Participating Agency”), and the Illinois State Police (“ISP”), an Illinois law enforcement agency. This Agreement creates the Violent Crime Intelligence Task Force pursuant to 20 ILCS 2605/2605-605 and sets forth conditions for participation.

**WHEREAS**, the Participating Agency is a law enforcement agency dedicated to combating crime in its jurisdiction, including but not limited to gun violence, gun-trafficking, and other violent crime;

**WHEREAS**, the ISP is authorized to establish a statewide multi-jurisdictional Violent Crime Intelligence Task Force pursuant to the Illinois State Police Law (20 ILCS 2605/2605-605);

**WHEREAS**, both the ISP and the Participating Agency (collectively, “Parties”) agree that it is in the best interests of the Parties and the public to share information and develop partnerships where feasible to reduce and prevent illegal possession and use of firearms, solve firearm-related crimes, and otherwise reduce violent crimes in Illinois;

**WHEREAS**, the mission of this Task Force is to preserve life, eliminate the fear of violent crime, and reduce the occurrence of violent crime; and

**WHEREAS**, the Task Force is intended to focus on reducing and preventing illegal possession and use of firearms, firearm related homicides, and other violent crimes (20 ILCS 2605/2605-605), in part, by enhancing enforcement of the Firearm Owner Identification (FOID) Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012;

**WHEREAS**, the Parties agree that in order to further these goals and objectives, the Participating Agency shall, upon execution of this Agreement, become a member of the above referenced Violent Crime Intelligence Task Force; and

**WHEREAS**, both the ISP and the Participating Agency agree the Parties shall perform their duties with the utmost integrity in their respective operations;

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. TERM OF AGREEMENT**

This Agreement shall commence on July 1, 2023, and shall continue year to year until amended or modified by mutual agreement of the Parties or until terminated as provided herein. In any event, the Parties agree that the terms and conditions of this Agreement shall be reviewed periodically and updated as necessary. This Agreement supersedes all prior Agreements between the Participating Agency and the ISP with respect to the matters addressed herein.

**II. GENERAL PROVISIONS**

1. The Task Force may develop and acquire information, training, tools, and resources necessary to implement a data-driven approach to policing, with an emphasis on intelligence development. 20 ILCS 2605/2605-605(1).
2. The Task Force may utilize information sharing, partnerships, crime analysis, and evidence-based practices to assist in the reduction of firearm-related shootings, homicides, and gun-trafficking. 2605-605(2).
3. The Task Force may recognize and utilize best practices of community policing and may develop potential partnerships with faith-based and community organizations to achieve its goals. 2605-605(3).
4. The Task Force may identify and utilize best practices in drug-diversion programs and other community-based services to redirect low-level offenders. 2605-605(4).
5. The Task Force may assist in violence suppression strategies including, but not limited to, details in identified locations that have shown to be the most prone to gun violence and violent crime, focused deterrence against violent gangs and groups considered responsible for the violence in communities, and other intelligence driven methods deemed necessary to interrupt cycles of violence or prevent retaliation. 2605-605(5).
6. In consultation with the Chief Procurement Officer, the Department of State Police may obtain contracts for software, commodities, resources, and equipment to assist the Task

Force with achieving this Act. Any contracts necessary to support the delivery of necessary software, commodities, resources, and equipment are not subject to the Illinois Procurement Code, except for Sections 20-60 (duration of contracts), 20-65 (right to audit records), 20-70 (finality of determination), and 20-160 (business entities; certifications; registration with the State Board of elections) and Article 50 (procurement ethics and disclosure) of that Code, provided that the Chief Procurement Officer may, in writing with justification, waive any certification required under Article 50 of the Illinois Procurement Code. 2605-605(6).

7. The Task Force will conduct enforcement operations against persons whose Firearm Owner's Identification Cards have been revoked or suspended and persons who fail to comply with the requirements of Section 9.5 of the Firearm Owners Identification Card Act, prioritizing individuals presenting a clear and present danger to themselves or to others under paragraph (2) of subsection (d) of Section 8.1 of the Firearm Owners Identification Card Act. 2605-605(7).
8. The Task Force will collaborate with local law enforcement agencies to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012. 2605-605(8).
9. By joining the Task Force, other Law Enforcement Agencies understand each agency, including the ISP, is responsible for their own costs, expenses, equipment, and personnel salaries and benefits. This Agreement does not create any financial obligation between any Law Enforcement Agency including the ISP.
10. All members of the Task Force will share information related to violent crimes as necessary and appropriate for joint investigations.
11. All members of the Task Force will share data related to violent crimes as necessary and appropriate for resource allocation and reporting requirements.
12. All members of the Task Force will share information related to invalid or revoked FOID cards in circulation in their jurisdictions, as well as their efforts to recover such FOID cards.
13. All members of the Task Force may share personnel and equipment to assist other member agencies of the Task Force.

### **III. DUTIES AND RESPONSIBILITIES OF THE PARTIES**

1. The Director of the ISP or the designee of same shall:
  - A. Designate an ISP Command Officer to serve as a member of Violent Crime Intelligence Task Force;
  - B. Collaborate with local law enforcement agencies to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012;
  - C. Maintain and be the custodian of all records related to or generated by the Task Force. The records may include reports, notes, communications, databases, photographs, diagrams, maps, electronic and digitized material. All records will be maintained in compliance with relevant Record Retention Schedules and the State Records Act [5 ILCS 160/et seq.];
  - D. In its role as the custodian of all records generated, ISP shall respond to requests for records made under the Freedom of Information Act (FOIA). [5 ILCS 140/et seq.] If records were created for the Participating Agency, the ISP may require an update on the status of an investigation to determine whether any statutory exemptions apply (e.g., whether a case is an active criminal investigation); and
  - E. Manage the granting of funds from the FOID Enforcement Fund pursuant to the Illinois State Police Law.
2. The Chief or Sheriff of the Participating Agency or the designee of the same shall:
  - A. Designate members of the Participating Agency to serve as members of the Violent Crime Intelligence Task Force;
  - B. Conduct enforcement operations against persons whose Firearm Owner's Identification Cards have been revoked or suspended and persons who fail to comply with the requirements of Section 9.5 of the Firearm Owners Identification Card Act, prioritizing individuals presenting a clear and present danger to themselves or to others under paragraph (2) of subsection (d) of Section 8.1 of the Firearm Owners Identification Card Act;

- C. Collaborate with the ISP to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012;
- D. Respond to case status inquiries in a timely manner so the ISP may satisfy FOIA deadlines;
- E. Serve as the custodian of its records and responding to requests made to it under the Freedom of Information Act. [5 ILCS 140/et seq.]; and
- F. Designate an employee to receive grant funds from the FOID Enforcement Fund awarded pursuant to Illinois State Police Law.

#### **IV. FOID ENFORCEMENT FUND GRANTS**

- 1. The ISP shall:
  - A. Determine the Participating Agency's eligibility to receive grant funds from the FOID Enforcement Fund;
  - B. Where funds are available and have been appropriated, award grant funds from the FOID Enforcement Fund;
  - C. Require monthly performance and quarterly financial reporting from the Participating Agency when grant funds have been awarded; and
  - D. Ensure grant funds are spent in such a manner so as to affect the purpose of this Agreement, with specific emphasis on placing individuals into compliance who have had their firearm rights revoked or suspended and have been identified as presenting a risk to public safety in Illinois as determined by the ISP Division of Criminal Investigations (DCI).
- 2. Participating Agencies that apply for and receive FOID Enforcement Grant Funds shall:
  - A. Designate a member of its Participating Agency to receive and manage grant funds from the FOID Enforcement Fund awarded pursuant to this Agreement;
  - B. Execute the Task Force Grant Agreement Addendum, which shall be incorporated to this Agreement by reference;

- C. Comply with required monthly performance and quarterly financial reporting within 7 days after the end of each reporting period when grant funds have been awarded;
- D. Ensure grant funds are spent in such a manner so as to affect the purpose of this Agreement and in compliance with the ISP Firearm Safety Enforcement Grant Detail Protocols as established by the ISP DCI;
- E. Focus its efforts on placing individuals into compliance who have had their firearm rights revoked or suspended and have been identified as presenting a risk to public safety in Illinois as determined by the ISP DCI; and
- F. Retain records sufficient to support the expenditure of grant funds for a period of not less than seven years and cooperate with any request to audit such records from the Illinois State Police or Illinois Auditor general.

## **V. APPLICABLE LAW**

This Agreement shall be governed and construed according to Illinois law.

## **VI. MEMBERSHIP**

Membership in the Task Force is created when both authorized signatures of the Law Enforcement Agency and the Illinois State Police appear on the last page of the Agreement. New members of the Task Force need only execute (sign and date) the last page of this Agreement for ISP to consider membership in the Task Force. Once membership in the Task Force is approved by the ISP, the signed signature page will be returned to the Law Enforcement Agency. An emailed, or .pdf copy of the signatures on the signature page is the same as the original signature. This same language appears at the top of the Signature Page.

## **VII. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (“PDF”) document shall be deemed original for all purposes.

### **VIII. INFORMATION SECURITY PROTOCOLS.**

All Parties shall comply with applicable Illinois and Federal court orders and subpoenas, federal statutes and regulations, and Illinois administrative rules regarding dissemination of confidential and/or personal identifying information. All records and information related to the Task Force shall be protected by the parties from unlawful dissemination. Notice to all parties is required in the event of a breach of confidential information, and responsibility for any improper dissemination of confidential records and/or personal identifying information is the sole responsibility of the party that committed the breach.

### **IX. TERMINATION**

This Agreement may be terminated by mutual agreement of the Parties or upon at least 30 days written notice and after returning of any borrowed equipment as well as the expenditure of all grant funds awarded hereunder.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, and this Agreement shall be effective from the day and year first above written. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

**PARTICIPATING AGENCY**

By: \_\_\_\_\_  
Signature of Authorized Representative  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**ILLINOIS STATE POLICE**

By: \_\_\_\_\_  
Signature Brendan Kelly, Director  
By: \_\_\_\_\_  
Signature of Designee  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Signature Benjamin Dieterich, Chief Financial Officer  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Other Approver

By: \_\_\_\_\_  
Signature Kelly Griffith, Acting Chief Legal Counsel  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Other Approver



Village of  
**WILLOWBROOK**

## Return to Agenda

# Parks & Recreation

## BOARD OF TRUSTEES MEETING

## AGENDA ITEM NO: 14.

DATE: April 8, 2024

**SUBJECT:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST  
RESPONSIBLE BIDDER, APPROVING AND AWARDING A CONTRACT TO LANDWORKS, LTD.  
AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT, ON BEHALF OF THE VILLAGE,  
WITH LANDWORKS, LTD. FOR THE CREEKSIDE PARK PROJECT AND THE FARMINGDALE  
TERRACE PARK PROJECT

## 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 approve the contract for park improvements for the Creekside Park Project and Farmingdale Terrace Park Project with Landworks Limited for an amount of \$1,739,689.00

## **BACKGROUND/SUMMARY**

Throughout October last year, several Capital Improvement Project Open House meetings were held for the proposed projects at Creekside Park and Farmingdale Terrace Park. After feedback from the community and direction from the Board of Trustees, staff prepared bid documents with Upland Design for the projects. To gain some economy of scale, Creekside Park and Farmingdale Park were merged into one bid document. This was done to provide the opportunity for the Village to achieve cost savings by guaranteeing more work to a particular contractor.

At the first budget workshop, the Board provided positive direction on the options below for Farmingdale Terrace Park that received positive feedback from the residents. This project includes the following upgrades:

- Replacement of playground equipment.
- New concrete walking path along the side of the park.
- New parking stalls within the park.
- Soccer field will remain.
- Installation of planter beds maintained by the neighborhood.
- Installation of a Gazebo.
- Installation of a practice golf area



FARMINGDALE PARK



The second park included in this bid was Creekside Park, which also received positive feedback from the Board and the neighborhood. This project includes the following upgrades:

- Replacement of playground equipment.
- Replacement of three bridges.
- Concrete walking path.
- ADA path from the hill to the playground.
- Installation of a pavilion.
- Installation of a Gaga Ball Pit.



Bid documents were posted on March 12<sup>th</sup>, 2024. A pre-bid meeting was hosted on March 19<sup>th</sup>, 2024, and bids were opened on April 2<sup>nd</sup> at 11 a.m. at Village Hall.

Proposal By:	Bidder's Proposal
All Brite Construction	\$2,513,878.89
Innovation Landscape Inc	\$1,978,055.78
Hacienda Landscaping	\$1,943,280.00
<b>Landworks Limited</b>	<b>\$1,739,689.00</b>

For the Creekside and Farmingdale Terrace Projects, four bids were received with Landworks Limited being the lowest responsive and responsible bidder at \$1,739,689.00.

**FINANCIAL IMPACT**

The bid proposal received for the park projects was \$1,739,689.00. The proposed budget for these projects is \$2,225,000. The Village will still have to purchase equipment and park furnishings for both parks that will be presented to the Board in the near future. Staff expects the total amount for that phase of the project to be \$400,000, leaving a \$85,311 savings.

**RECOMMENDED ACTION:**

Staff's recommendation is for approval to award the bid for park improvements for the Creekside Park Project and Farmingdale Terrace Park Project in the amount of \$1,739,689.00 to Landworks Limited.

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

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING  
THE LOWEST RESPONSIBLE BIDDER, APPROVING AND AWARDING A  
CONTRACT TO LANDWORKS, LTD. AND AUTHORIZING THE MAYOR TO  
EXECUTE A CONTRACT, ON BEHALF OF THE VILLAGE,  
WITH LANDWORKS, LTD. FOR THE CREEKSIDER PARK PROJECT AND  
THE FARMINGDALE TERRACE PARK PROJECT**

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**WHEREAS**, the Village of Willowbrook (the “Village”) publicly advertised for bids for the Creekside Park Project and the Farmingdale Terrace Park Project (the “Projects); and

**WHEREAS**, sealed bids received April 2, 2024 were publicly opened, examined and declared by officials of the Village and Upland Design Ltd. on April 2, 2024 at 11:00 a.m.; and

**WHEREAS**, of the four (4) bids received and opened, the apparent lowest responsible bidder for the Projects, at a total bid of One Million Seven Hundred Thirty-Nine Thousand Six Hundred Eighty-Nine and 00/100ths Dollars (\$1,739,689.00), is Landworks, Ltd.

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

**SECTION 1:** Recitals.

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:** Lowest Responsible Bidder.

The Mayor and Board of Trustees of the Village do hereby find and declare Landworks, Ltd.’s bid to be the lowest responsible bidder for the Creekside Park Project and the Farmingdale Terrace Park Project at a total bid for the Projects of One Million Seven Hundred Thirty-Nine Thousand Six Hundred Eighty-Nine and 00/100ths Dollars (\$1,739,689.00).

**SECTION 3:** Award of Contract.

Landworks, Ltd. is hereby awarded a contract for the afore-referenced Projects, at a cost not to exceed One Million Seven Hundred Thirty-Nine Thousand Six Hundred Eighty-Nine and 00/100ths Dollars (\$1,739,689.00), as set forth in its bid proposals, subject to: the furnishing of the proper bonds and execution of all contract documents.

**SECTION 4:** Execution of Contract.

The Village Mayor is hereby authorized and directed to execute and the Village Clerk is hereby directed to attest to the contract documents with Landworks, Ltd. for the Projects, all on behalf of the Village of Willowbrook. A copy of said contract is attached hereto as Exhibit "A" and expressly made a part hereof.

**SECTION 5:** Effective Date.

This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 8<sup>th</sup> day of April, 2024 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**Landworks, Ltd. Contract**

**CREEKSIDER PARK AND FARMINGDALE TERRACE PARK AGREEMENT  
BY AND BETWEEN THE VILLAGE OF WILLOWBROOK  
AND LANDWORKS, LTD.**

THIS CONTRACT ENTERED INTO THIS \_\_\_\_\_ day of April, 2024 between Landworks, Ltd., an Illinois corporation (“Contractor”), and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to retain Contractor to perform renovations at the Village’s Creekside Park and Farmingdale Terrace Park facilities (the “Projects”).
2. Contractor has submitted a proposal to the Village for the Projects, including all terms, bid specifications, conditions, special conditions, requirements, unit pricing, and specifications contained therein, incorporated herein as “Exhibit A” and expressly made a part hereof, as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this Agreement and in “Exhibit A,” the terms of Exhibit “A” shall control. The proposal specifications are attached hereto.
3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.
4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding

on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner the total sum of One Million Seven Hundred Thirty-Nine Thousand Six Hundred Eighty-Nine and 00/100ths Dollars (\$1,739,689.00). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

7. At the time of execution of the Agreement, the Contractor shall furnish, at Contractor's expense, bonds payable to the Village in the form of bonds set forth herein, secured by a surety company acceptable to the Village, as follows:

A. Faithful performance bond in an amount equal to one hundred percent (100%) of the total contract price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.

B. Labor and material bond in an amount equal to one hundred percent (100%) of the total Contract Price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work under this Contract.

8. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*)

as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as required by law. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by Contractor that:

- A. such records are true and accurate;
- B. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. Contractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor. (See attached for Certified Payroll Form).

9. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01, *et seq.*).

10. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1, *et seq.*).

11. Contractor agrees that it, pursuant to 30 ILCS 580/1, *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:

A. Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- 3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) Contractor’s policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program;

and

4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Subparagraph 11(A) 3(b) from an employee or otherwise receiving actual notice of such conviction.

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

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

12. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

13. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

14. During the performance of this contract, the Contractor agrees as follows:

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

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization

or representative fails or refuses to cooperate with the Contractor in his or her efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois

or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

15. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

16. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and

attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

17. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as detailed in the Bid Proposal Project Specifications 1213B for the Creekside and Farmingdale Parks Renovations Projects.

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors.

B. The policies are to contain, or be endorsed to contain the following provisions:

- 1) Commercial General Liability and Automobile Liability Coverages:

- a. The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be in excess of Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
  - d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

- 3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits

except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village.

19. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

20. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted

by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

21. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

22. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Landworks, Ltd., 751 Bolingbrook Drive, Bolingbrook, Illinois 60440, Attn: Joseph A. Pizzuto,

as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce, within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village to request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

25. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois the day and year first above written.

CONTRACTOR:

LANDWORKS, LTD.

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

Joseph A. Pizzuto,  
Its President and duly authorized agent

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

VILLAGE OF WILLOWBROOK

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

ATTEST:

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Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**LANDWORKS, LTD.’S PROPOSAL, INCLUDING ALL TERMS, BID  
SPECIFICATIONS, CONDITIONS, SPECIAL CONDITIONS, REQUIREMENTS, UNIT  
PRICING AND SPECIFICATIONS**

TO: Village of Willowbrook  
Creekside Park and Farmingdale Park Renovations  
835 Midway Drive  
Willowbrook, IL 60527

Project # 1213B

The undersigned bidder has carefully examined the plans and specifications for Creekside Park and Farmingdale Park Renovations in Willowbrook, Illinois as prepared by Upland Design Ltd. and having carefully examined the site and completely familiarized him/herself with local conditions affecting the cost of the work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specification and drawings: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

Description of abbreviations:

SF = Square Feet  
SY = Square Yard  
FF = Finished Face

CF = Cubic Feet  
CY = Cubic Yard  
EA = Each

LF = Lineal Feet  
LS = Lump Sum

Base Bid: Creekside Park

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
1	Site Preparation, Earthwork, Grading and Removals	1	LS	\$ 96091.68	\$ 96091.68
2	Undercut, Removals and Placement of PGE at Trail (to be used only with approval of Owner's Representative)	155	CY	\$ 50.49	\$ 7825.95
3	SWPP Inspections and Reporting	1	LS	\$ 6465	\$ 6465.00
4	Asphalt Paving - Trail	1560	SY	\$ 4361	\$ 68031.60
5	Concrete Paving	1690	SF	\$ 20.20	\$ 34138.00
6	Concrete Curb at Playground	251	LF	\$ 14.02	\$ 16069.02
7	Concrete Curb at Artificial Turf with Nailer Board	144	LF	\$ 5658	\$ 8147.52
8	Poured-in-Place Surfacing	4025	SF	\$ 28.52	\$ 114793.00
9	Artificial Turf Surfacing	1187	SF	\$ 25.17	\$ 29876.79
10	Sport Court System	3179	SF	\$ 15.82	\$ 50291.78
11	Concrete Stair with Handrail	1	LS	\$ 67387	\$ 67387.00
12	Timber Stair with Handrail	1	LS	\$ 104216	\$ 104216.00
13	Disc Golf Timber Curb Edge	120	LF	\$ 44.60	\$ 5352.00
14	Timber Retaining Wall	251	LF	\$ 99.61	\$ 25002.11

Bid Proposal for:  
Creekside Park and Farmingdale Park Renovations

Contractor: Landworks Ltd  
UPDATED: 03/27/2024

Playground Equipment, Site Furniture, and Amenities shall be purchased by Owner, Contractor shall take delivery and fully install.					
15	Disc Golf Baskets	6	EA	\$ 200	\$ 15960.00
16	Disc Golf Tee Signs	6	EA	\$ 1252	\$ 7512.00
17	5-12 Structure and Welcome Sign	1	LS	\$ 19650	\$ 19650.00
18	2-5 Structure and Welcome Sign	1	LS	\$ 14400	\$ 14400.00
19	Swings	1	LS	\$ 2145	\$ 2145.00
20	Comet Spinner II	1	EA	\$ 2145	\$ 2145.00
21	Hillslide Viper	1	EA	\$ 6450	\$ 6450.00
22	Hillside Cobra	1	EA	\$ 6450	\$ 6450.00
23	Gaga Ball Pit with ADA Doorway Kit	1	EA	\$ 3650	\$ 3650.00
24	Bench - Surface Mount	4	EA	\$ 685	\$ 2740.00
25	Picnic Table	3	EA	\$ 685	\$ 2055.00
26	Picnic Table - ADA	1	EA	\$ 685	\$ 685.00
27	Litter Receptacle - Surface Mount	1	EA	\$ 450	\$ 450.00
28	Pitching Rubber	1	EA	\$ 650	\$ 650.00
29	Home Plate	1	EA	\$ 650	\$ 650.00
30	20x20 Square Picnic Shelter	1	EA	\$ 24450	\$ 24450.00
31	Basketball Net, Post, Backboard and Hoop	1	EA	\$ 3400	\$ 3400.00
32	Batting Cage Posts, Sleeves, Winches, Cage Net, Net Protector, and Ground Cable Kit	1	EA	\$ 12250	\$ 12250.00
End of Owner purchase items.					
33	4" Perf. SDR26 Underdrainage	280	LF	\$ 17.65	\$ 4942.00
34	4" Solid SDR26 Underdrainage	155	LF	\$ 17.65	\$ 2735.75
35	Drain Cleanout	1	EA	\$ 300	\$ 300.00
36	Limestone Outcrop	1	LS	\$ 26806	\$ 26806.00
37	Shade Tree	5	EA	\$ 850	\$ 4250.00
38	Perennials and Ornamental Grasses	271	EA	\$ 25	\$ 6775.00
39	Rain garden establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	\$ 1560	\$ 1560.00
40	Native seeding and establishment	1	LS	\$ 7793	\$ 7793.00
41	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	\$ 6578	\$ 6578.00

Creekside Park Sub Total \$ 821,119.20

Base Bid: Farmingdale Park

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
42	Site Preparation, Earthwork, Grading and Removals	1	LS	\$ 122,625.61	122,625.61
43	Valve Box Riser	1	LS	\$ 695	695.00
44	Root Prune Street Trees and Fertilizer	1	LS	\$ 6150	6150.00
45	Undercut, Removals and Placement of PGE at Parking Lot (to be used only with approval of Owner's Representative)	155	CY	\$ 5049	7825.95
46	Relocate Existing Trees	3	EA	\$ 450	1350.00
47	Asphalt Paving - Parking	239	SY	\$ 90.94	21734.66
48	Concrete Paving	8797	SF	\$ 15.36	135121.92
49	Colored Concrete	2728	SF	\$ 20.37	55569.36
50	Curb and Gutter B6-12	412	LF	\$ 49	20188.00
51	ADA Depressed Curb	170	LF	\$ 48.30	8211.00
52	Widened Curb Edge at Playground	4	EA	\$ 14	56.00
53	Curb at Playground	259	LF	\$ 58.60	15177.40
54	Poured-in-Place Surfacing	5315	SF	\$ 31.77	168857.35
55	Sport Court System - Basketball Court	1280	SF	\$ 851	108925.00
56	Sport Court System - Golf	1280	SF	\$ 851	108925.00
57	Wheelstop	1	EA	\$ 230	230.00
58	ADA Van Sign	1	EA	\$ 862	862.00
59	Parking Lot Striping	1	LS	\$ 920	920.00
Playground Equipment, Site Furniture, and Amenities shall be purchased by Owner, Contractor shall take delivery and fully install.					
60	5-12 Structure and Welcome Sign	1	LS	\$ 2100	2100.00
61	2-5 Structure and Welcome Sign	1	LS	\$ 16404	16404.00
62	Swings	1	LS	\$ 2145	2145.00
63	Zipline	1	EA	\$ 9105	9105.00
64	Gazebo Shelter	1	LS	\$ 18850	18850.00
65	Batting Cage Posts, Sleeves, Winches, Cage Net, Net Protector, and Ground Cable Kit	1	EA	\$ 12250	12250.00

Bid Proposal for:  
Creekside Park and Farmingdale Park Renovations

Contractor: Landworks Ltd  
UPDATED: 03/27/2024

66	Bench - Surface Mount	6	EA	\$ 685	\$ 4110.00
67	Picnic Table	2	EA	\$ 685	\$ 1370.00
68	ADA Picnic Table	1	EA	\$ 685	\$ 685.00
69	Litter Receptacles	3	EA	\$ 450	\$ 1350.00
70	Basketball Net, Post, Backboard, and Goal	1	EA	\$ 3400	\$ 3400.00
<b>End of Owner purchase items.</b>					
71	4' Split Rail Fence	90	LF	\$ 70	\$ 6300.00
72	4" Perf. SDR26 Underdrainage	355	LF	\$ 17.65	\$ 6265.75
73	4" Solid SDR26 Underdrainage	40	LF	\$ 17.65	\$ 706.00
74	Electrical Conduit and Pull Box at Shelter	1	LS	\$ 4870	\$ 4870.00
75	Drain Cleanout	1	EA	\$ 300	\$ 300.00
76	Drain Connection to Manhole	1	LS	\$ 1500	\$ 1500.00
77	Raised Planter and Soil Mix	1	LS	\$ 18860	\$ 18860.00
78	Planter Beds and Soil Mix	1	LS	\$ 6650	\$ 6650.00
79	Timber Curb Edge at Planting Bed and Soil Mix	1	LS	\$ 79960	\$ 79960.00
80	Raised Water Storage, Footing, and Timber Framing	1	LS	\$ 44706	\$ 44706.00
81	Tree Steppers	68	SF	\$ 44	\$ 2992.00
82	Shade Trees	30	EA	\$ 815	\$ 24450.00
83	Ornamental Trees	3	EA	\$ 800	\$ 2400.00
84	Fruit Trees	5	EA	\$ 1000	\$ 5000.00
85	Deciduous Shrub	10	EA	\$ 150	\$ 1500.00
86	Evergreen Shrub	12	EA	\$ 150	\$ 1850.00
87	Perennials and Ornamental Grasses	210	EA	\$ 33	\$ 6930.00
88	Low Profile Prairie Seed Mix	1	LS	\$ 9030	\$ 9030.00
89	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	\$ 15051	\$ 15051.00

Farmingdale Park Sub Total \$ 918 569.80

Base Bid Total \$ 1739,689.00

Base Bid in Writing:

One million seven hundred thirty-nine thousand six hundred eighty-nine and 00/100

ALTERNATE #1: Stamped Concrete Paving at Creekside Park

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
A1-1	Site Preparation, Earthwork, Grading and Removals	1	LS	\$ 1212	\$ 1212.00
A1-2	Stamped Concrete Paving	478	SF	\$ 29.68	\$ 14,187.04
A1-3	ADA Depressed Curb	12	LF	\$ 50	\$ 600.00

ALTERNATE #1 Bid Total \$ 15,999.04

ALTERNATE #1 Bid in Writing:

Fifteen thousand nine hundred ninety-nine and 04/100

ALTERNATE #2: Concrete Paving Trail at Creekside Park

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Deduct A2-1	Asphalt Paving - 6' Wide	-187	SY	\$ 43.61	\$ (8155.07)
Add A2-2	Concrete Paving - 4' path	1294	SF	\$ 15.60	\$ 20186.40

ALTERNATE #2 Bid Total \$ 12,031.33

ALTERNATE #2 Bid in Writing:

Twelve thousand thirty-one and 33/100

ALTERNATE #3: Additional Zipline

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
A3-1	Site Preparation, Earthwork, Grading and Removals	1	LS	\$ 1866	\$ 1,866.00
A3-2	Curb at Playground	18	LF	\$ 56.25	\$ 102.50
A3-3	Poured-in-Place Surfacing	453	SF	\$ 24.95	\$ 11302.35
A3-4	Install Spinner (Owner to Purchase)	1	LS	\$ 3665	\$ 3665.00
A3-5	Allowance for Layout Adjustment if Alternate is Accepted (to be used only with approval of Owner's Representative)	1	LS	\$ 5,000.00	\$ 5,000.00

ALTERNATE #3 Bid Total \$ 22 845.85

ALTERNATE #3 Bid in Writing:

Twenty-tw ~~th~~ thousand eight hundred forty-five and 85/100

ALTERNATE #4: Additional Zipline at Playground

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
A4-1	Site Preparation, Earthwork, Grading and Removals	1	LS	\$ 1404	\$ 1404.00
A4-2	Curb at Playground	10	LF	\$ 56.25	\$ 562.50
A4-3	Poured-in-Place Surfacing	294	SF	\$ 24.95	\$ 7335.30
A4-4	Install 2nd Zipline (Owner to Purchase)	1	LS	\$ 9665	\$ 9665.00
A4-5	Allowance for Layout Adjustment if Alternate is Accepted (to be used only with approval of Owner's Representative)	1	LS	\$ 5,000.00	\$ 5,000.00

ALTERNATE #4 Bid Total \$ 23 966.80

ALTERNATE #4 Bid in Writing:

Twenty-th ~~th~~ three thousand nine hundred sixty-six and 80/100

End of Bid Items - Fill out remainder of forms.

Provide 2 copies of bid form.

CONTRACTOR:

Landworks Ltd

CONTACT:

Gabriel Rizwido SIGNATURE: Eduardo Rizwido

PHONE:

630 759 8200 FAX:

ADDRESS:

751 N. Bolingbrook DR - Link 17  
Bolingbrook IL 60440

List Surety Company Which Contractor will be using for Performance and Payment Bonds:

Swiss Re Corporate America Insurance Corporation

**FREEDOM OF INFORMATION ACT**  
**CONTRACTOR COMPLIANCE AGREEMENT**

Contractor agrees to maintain all records and documents for projects in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.



\_\_\_\_\_  
Contractor Signature

04/02/2024

\_\_\_\_\_  
Date

Landworks Ltd

\_\_\_\_\_  
Contractor Name

## **CONTRACTOR REFERENCES**

Please include three references with which the Contractor has completed similar work in the past two years. List name of owner, contact person, address, and phone number.

1) Rose Park Ballfield Improvements

Waukegan Park District - Quincy Bejster - Director of Parks 847-360-4724

Project Description and Contract

Amount \$ 183,155.00

2) Midway Park - Willowbrook, IL

Village of Willowbrook - Dustin Kleefisch 630-920-2429

Miscellaneous site improvements including the construction of concrete pavement, fencing, backstop, dugouts, wiffle ball field, score board, shade structure, site furnishings, shelter with bathroom, landscaping, electrical, plumbing and irrigation

Project Description and Contract

Amount \$ 670,153.00

3) Edina Park - Zion, IL

Zion Park District - Eric Bradley 847-746-5500 X 1425

Removal and replacement of an existing bike trail, improvement of trail intersections, and restoration of adjacent landscape areas. Working with Lake County SMC and Army Corps of Engineers to ensure preservation of wetlands within our worksite. New drainage piping throughout the trail to eliminate areas of washout and improve flow patterns and wildlife migration

Project Description and Contract

Amount \$ 722,947.00

4) Paulus Park Improvements

Village of Lake Zurich - Mike Brown 847-540-5068

General contractor for the renovation of an existing Park. Work included erosion control, Earthwork, Asphalt paving, concrete footings and paving, retaining walls, prefabricated picnic shelter, turf grass seeding, natural stone paving, masonry walls, concrete foundations and paving, floating kayak launch and fishing pier, and landscaping

Project Description and Contract

Amount \$ 850,859.00

5) \_\_\_\_\_

Project Description and Contract

Amount \_\_\_\_\_

Village of Willowbrook

**CONTRACTOR REFERENCES**

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SUBCONTRACTORS: List all subcontractors who will perform work representing 5% or more of the total base bid. The Bidder represents that the subcontractors are qualified to perform work required. References may be requested for any sub-contractor.

1) Perfect Turf

2) Murphy Paving

3) Dian Inc

4) \_\_\_\_\_

5) \_\_\_\_\_

6) \_\_\_\_\_

7) \_\_\_\_\_

**SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECT ACT**  
**CONTRACTOR COMPLIANCE AGREEMENT**

Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/15.

(820 ILCS 265/15)

Sec. 15. Substance abuse prevention programs required.

(1) Before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

- (A) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.
- (B) A prohibition against the actions or conditions specified in Section 10.
- (C) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
- (D) A procedure for notifying an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of Section 20.

(2) Reasonable suspicion testing. An employee whose supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or a drug is subject to discipline up to and including suspension, and be required to undergo an alcohol or drug test. "Reasonable suspicion" means a belief, based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an employee is under the influence and exhibits slurred speech, erratic behavior, decreased motor skills, or other such traits. Circumstances, both physical and psychological, shall be given consideration. Whenever possible before an employee is required to submit to testing based on reasonable suspicion, the employee shall be observed by more than one supervisory or managerial employee. It is encouraged that observation of an employee should be performed by a supervisory or managerial employee who has successfully completed a certified training program to recognize drug and alcohol abuse.

Village of Willowbrook

The employer who is requiring an employee to be tested based upon reasonable suspicion shall provide transportation for the employee to the testing facility and may send a representative to accompany the employee to the testing facility. Under no circumstances may an employee thought to be under the influence of alcohol or a drug be allowed to operate a vehicle or other equipment for any purpose. The employee shall be removed from the job site and placed on inactive status pending the employer's receipt of notice of the test results. The employee shall have the right to request a representative or designee to be present at the time he or she is directed to provide a specimen for testing based upon reasonable suspicion. If the test result is positive for drugs or alcohol, the employee shall be subject to termination. The employer shall pay all costs related to this testing. If the test result is negative, the employee shall be placed on active status and shall be put back to work by the employer. The employee shall be paid for all lost time to include all time needed to complete the drug or alcohol test and any and all overtime according to the employee's contract.

(3) An employer is responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program, except when these costs are covered under provisions in a collective bargaining agreement. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.

(Source: P.A. 95-635, eff. 1-1-08.)

Upon bid award, the contractor agrees to provide a copy of their Substance Abuse Prevention Plan to the Owner prior to beginning construction.



Contractor Signature

04/02/24

\_\_\_\_\_  
Date

Landworks Ltd

\_\_\_\_\_  
Contractor Name

## **CONTRACTOR COMPLIANCE ATTACHMENT**

The following shall be included with proposal form.

A.) The contractor shall abide by and comply with all applicable local and state laws relating to:

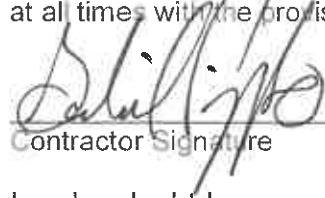
- 1.) Fair employment practices and prohibiting discrimination in employment as set forth in the Illinois Human Rights Act
- 2.) Any and all applicable workmen's compensation laws
- 3.) Wages and claims of laborers, mechanics and other workmen, agents or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.

The scale of wages to be paid shall be obtained from the Illinois Department of Labor and posted by the Contractor in a prominent and accessible place.

B.) The Contractor certifies it has not been barred from being awarded a contract with a unit of state or local government as a result of violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).

C.) The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has written sexual harassment policy that includes, at a minimum, the following information (I) the illegality of sexual harassment: (II) the definition of sexual harassment under State law: (III) a description of sexual harassment utilizing examples: (IV) the Contractor's internal complaint process including penalties: (V) the legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both: and (VI) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policy shall be provided to the Department of Human Rights upon request.

D.) The Contractor certifies that it shall follow the Prevailing Wages Act, Illinois Revised Statutes Chapter 48, Paragraphs 39s-1, et seq. Contractor shall comply at all times with the provisions of the Act.



Contractor Signature

04/02/2024

Date

Landworks Ltd

Contractor Name

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Landworks, Ltd.

751 N. Bolingbrook Drive, Link 17  
Bolingbrook, IL 60440

**OWNER:**

(Name, legal status and address)  
Village of Willowbrook  
835 Midway Ave  
Willowbrook, IL 60527

**BOND AMOUNT: \*\*\* TEN PERCENT OF AMOUNT BID \*\*\***

**PROJECT:**

(Name, location or address, and Project number, if any)  
Creekside Park and Farmingdale Park Renovations

**SURETY:**

(Name, legal status and principal place  
of business)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800  
Kansas City, MO 64105

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

2nd

day of

April 2024

Landworks, Ltd.

(Witness)

(Principal)

(Seal)

(Title) Gabriel Pizzuto - Director of Operations

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

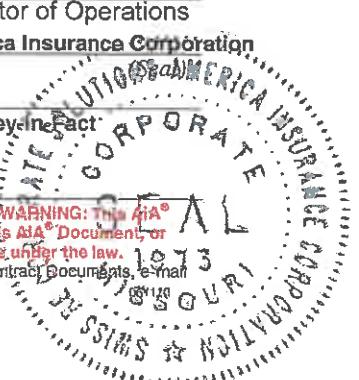
(Witness)

(Title) Todd Schaap, Attorney-in-Fact

Init.

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## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP, KIMBERLY S. RASCH, and PAUL JACOBSEN

#### JOINTLY OR SEVERALLY

It is true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

UNLIMITED

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach thereto the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By *Erik Janssens*  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President  
of SRCSPIC & Senior Vice President of WIC

By *Gerald Jagrowski*  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC  
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois  
County of Cook

ss

Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of April, 2024.



*Jeffrey Goldberg*  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC and WIC

STATE OF WISCONSIN )

COUNTY OF Racine )

ON THIS 2nd day of April, 2024,

before me, a notary public, within and for said County and State, personally appeared   

Todd Schaap to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the   

Swiss Re Corporate Solutions America Insurance Corporation, a corporation of Missouri, created, organized and existing under and by virtue of the laws of the State of Missouri; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Todd Schaap did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

*Jackie Sheldon*  
Jackie Sheldon  
Notary Public, Racine County, Wisconsin  
My Commission Expires 2/13/2027





# Village of **WILLOWBROOK**

[Return to Agenda](#)**Parks &  
Recreation**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 15.****DATE: April 8, 2024****SUBJECT:****REDEVELOPMENT AGREEMENT WILLOWBROOK TOWN CENTER**

- a. AN ORDINANCE APPROVING THE FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (Marshalls and Sketchers)
- b. AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ECONOMIC INCENTIVE AND REDEVELOPMENT AGREEMENT (Binny's Beverage Depot)

### **STAFF REPORT**

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

### **PURPOSE AND ACTION REQUESTED**

To approve an amendment to the Redevelopment Agreement that was approved by the Board in 2018, and for a new Redevelopment Agreement with the Willowbrook Town Center.

### **BACKGROUND/SUMMARY**

On September 24, 2018, the Village agreed to a Redevelopment Agreement with the Willowbrook Town Center (i.e. Town Center) due to the vacancy that arose because of The Sports Authority's departure from the Town Center. At the time, the Town Center had difficulty filling the 40,000 square foot space and planned to improve the space significantly by dividing it into two units for two tenants. Due to the significant amount of work, and to the fact that the Town Center is within the Business Improvement District (i.e. Business District), Village staff and Mayor Trilla worked with the Town Center to create a redevelopment agreement that was centered around reimbursing the Town Center from Business District taxes generated from the potential tenants.

Eventually, two businesses were able to fill the old Sports Authority location, Marshalls and Skechers. The cost to the Town Center to improve the space was \$2.4 million and was verified by Village staff at the time prior to approval from the Board. As part of the redevelopment agreement, the Village agreed to reimburse the Town Center on an annual basis from the Business District revenues generated from these two entities up to \$2,000,000 over 20 years.

Since 2018, the Town Center has continued to improve financially and provides a tremendous economic impact to the Village. As the Board is aware, in 2023, Bed, Bath and Beyond closed their store and filed bankruptcy nationwide. Since that time, staff, Mayor Trilla and development consultants have met with the Town Center to improve the space and seek a replacement for Bed, Bath and Beyond. In an effort to redevelop the vacant unit, the Town Center is seeking reimbursement from the Business District for the new tenant buildout. The new tenant for the former Bed, Bath and Beyond space is Binny's.



For clarification purposes, this redevelopment agreement does not include any expenses coming from the General Fund. The Business District was created and approved by the Board in 2016. The 1% tax that is generated from the Business District can only be used within the District's boundaries which includes the Town Center and the Pete's Fresh Market Development. The only eligible expenses from the Business District include the following:

- Professional fees including legal, engineering, planning, architecture and others, as required
- Property assembly costs
- Site preparation costs
- Costs of public infrastructure
- Building rehabilitation costs
- Building construction costs, including reimbursement
- Payments to private developers
- Financing costs
- Relocation costs

The Business District is separate from a TIF district and is unrelated to property tax collection.

## **FINANCIAL IMPACT:**

The Village will reimburse the Town Center from the Business District Fund up to \$1,000,000 over 8 years. The Village will also make an additional contribution to amendment 1 of \$500,000. In return, the Town Center has agreed to not permit more than 25% of the overall space to be leased out to discount retailers. At this time, the Town Center space is currently leased out at 17% to discount retailers.

## **RECOMMENDED ACTION:**

Staff recommends that the Board pass the ordinance to amend the original Redevelopment Agreement dated September 24, 2018 and pass the ordinance to create a new Economic Incentive and Redevelopment Agreement with Willowbrook Town Center,

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO  
REDEVELOPMENT AGREEMENT  
(Marshalls and Sketchers)**

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

**SECTION 1:** The President and Board of Trustees of the Village of Willowbrook find as follows:

- A. The Village of Willowbrook (“**Village**”) is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. Pursuant to its powers and in accordance with the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.*, as amended (“**Business District Law**”), 65 ILCS 5/8-1-2.5, and Ordinance Nos. 16-O-30, 16-O-31, and 16-O-32, adopted July 16, 2016 (collectively, the “**Ordinances**”), the Village established the Illinois Route 83 / Plainfield Road Business District (“**Business District**”), approved a Business District plan (“**Business District Plan**”), and imposed an additional retailers’ occupation tax and service occupation tax (“**Business District Tax**”) therein. The Ordinances are incorporated herein by reference.
- C. On September 24, 2018, the Mayor and Board of Trustees of the Village adopted Ordinance No. 18-O-25, approving and authorizing the execution of a redevelopment agreement by and between Willowbrook Town Center, LLC (“**Developer**”) and the Village (“**Redevelopment Agreement**”).
- D. The Developer is the owner of the property commonly known as 7185 S. Kingery Highway, Willowbrook, Illinois (“**Property**”).
- E. The Village and the Developer desire to amend the Redevelopment Agreement with respect to certain additional principal payments on the “Developer Note,” as defined in the Redevelopment Agreement, in order to better ensure the success of the Developer’s redevelopment of the shopping center on the Property, and the Business District as a whole.
- F. It is the desire of the Village and the Developer to amend the Redevelopment Agreement on the terms set forth in the “First Amendment” attached hereto and made part hereof of as **Exhibit A**.
- F. It is in the best interest of the Village to amend the Redevelopment Agreement so that redevelopment within the Business District may continue.

**SECTION 2:** Based upon the foregoing, the Mayor, Village Clerk, and Village Administrator be and are hereby authorized and directed to approve the First Amendment, and in such other form as may be approved by the Village Administrator and the Village Attorney. The Mayor, the Village Clerk, and the Village Administrator are further authorized and directed to execute and deliver such other instruments, including the Agreement, as may be necessary or convenient to undertake the Village's obligations in the First Amendment.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this \_\_\_\_ day of April, 2024, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this \_\_\_\_ day of April, 2024, by the Mayor of the Village of Willowbrook, and attested by the Village Clerk, on the same day.

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\_\_\_\_\_  
Mayor

**APPROVED and FILED** in my office this \_\_\_\_ day of April, 2024 and published in pamphlet form in the Village of Willowbrook, DuPage County, Illinois.

ATTEST:

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\_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT**

(attached)

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT BY AND BETWEEN  
THE VILLAGE OF WILLOWBROOK AND WILLOWBROOK TOWN CENTER LLC  
(MARSHALLS AND SKETCHERS)**

**THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT** (“*Amendment*”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **VILLAGE OF WILLOWBROOK**, an Illinois municipal corporation (“*Village*”), and **WILLOWBROOK TOWN CENTER LLC**, an Illinois limited liability company (“*Developer*”).

**W I T N E S S E T H:**

**WHEREAS**, the Village and the Developer are parties to that certain Redevelopment Agreement dated September 24, 2018, related to a portion of the approximately 24-acre parcel located at the southeast corner of Plainfield Road and Illinois Route 83 at 7185 S. Kingery Highway, Willowbrook, Illinois owned by Developer used for Marshalls and Sketchers retail stores (“*Agreement*”); and

**WHEREAS**, the Village and the Developer desire to amend the Agreement with respect to certain additional principal payments on the Developer Note in order to better ensure the success of the Project, the shopping center on the Property, and the Business District as a whole.

**ARTICLE I**

**RECITALS PART OF THE AMENDMENT**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Amendment and are hereby incorporated into and made a part of this Amendment as though they were fully set forth in this Article I.

**ARTICLE II**

**AMENDMENTS**

2.1. Section 2.1.AA of the Agreement is added and will read as follows:

AA. As of \_\_\_\_\_, 2024, the Property has 184,649 square feet of rentable space. The Developer agrees that not more than 46,163 square feet of rentable space on the Property may be occupied by or leased to Discount Retailers as defined herein (“Discount Retailer Limitation”). For purposes of this Section 2.1.AA, “Discount Retailer” means a retail store that offers products at significantly lower prices than those typically found at traditional department stores or specialty stores. Discount Retailers include, without limitation, Dollar Tree, Five Below, Ross Dress for Less, Dollar General, Dollarama, Big Lots, Ollies Bargain Outlot, Goodwill, and ALDI. Current Discount Retailers at the Property are Marshall’s and Dollar Tree, together occupying 31,233 square feet. If there is a dispute between the Village and the Developer as to whether a tenant qualifies as a Discount Retailer, the decision of the Village Administrator, employing commercially reasonable business judgment, will control. The Corporate Authorities of the Village

may approve exceptions to the Discount Retailer limitation, in their sole discretion. If the Developer violates this Section, this Amendment will terminate without further action of the Parties and no Additional Payments will be made. The Discount Retailer Limitation does not include any square feet of rentable space on the Property occupied or sublet by a Discount Retailer pursuant to a sublease or assignment approved by a tenant of the Property, as may be allowed by the terms of a lease between that tenant and the Developer, so long as the Developer does not (i) permit or agree to expand the permitted uses under the lease to allow the tenant to sublease or assign to a Discount Retailer, or (ii) permit or agree to an assignment or sublease of such existing lease to a Discount Retailer if the permitted uses under the lease would not otherwise permit the Discount Retailer's use.

2.2. Section 2.2.E of the Agreement is added and will read as follows:

E. In addition to the Village's payment obligations under the Developer Note set forth elsewhere in the Agreement, within 30 days of the approval and full execution of this Amendment, the Village will make a one-time payment of \$500,000.00 to be applied to the outstanding principal balance of the Developer Note from funds within the Project Sub-Account of the Business District Fund.

2.3. Section 2.2.F of the Agreement is added and will read as follows:

F. In the event that the principal balance of the Developer Note has not been paid in full on or before May 1, 2031, in addition to the Village's payment obligations under the Developer Note set forth elsewhere in the Agreement, the Village will make up to four additional annual payments to be applied to the outstanding principal balance of the Developer Note in the amount of the lesser of \$145,000.00 annually or the remaining principal balance of the Developer Note from funds within the Project Sub-Account of the Business District Fund ("Additional Payments"). Any Additional Payments required to be made will be paid on or around May 1, 2031, May 1, 2032, May 1, 2033, and May 1, 2034. The Additional Payments will only be made if the Village is obligated to make payments on the Developer Note under the Agreement, and the Village will not be obligated to make the Additional Payments if, without limitation, a Forfeiture Event has occurred, if the Agreement is terminated, or if the principal balance of the Developer Note has been paid in full. The Additional Payments do not increase the maximum principal amount of the Developer Note, which will remain at \$2,000,000.00.

## ARTICLE III

### MISCELLANEOUS

**3.1 Rules of Construction.** Except as specifically provided in this Amendment, all terms, provisions and requirements contained in the Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this Amendment, the text of this Amendment controls.

**3.2 Village Representations.** The Village represents and warrants that: (1) the persons executing this Amendment on its behalf have been properly authorized to do so by the Corporate Authorities of the Village; (2) it has full power and authority to execute and deliver this Amendment and to perform all of its obligations imposed pursuant to this Amendment; and (3) this Amendment constitutes a legal, valid, and binding obligation of the Village enforceable in accordance with its terms.

**3.3 Acknowledgment from Developer Note Holder.** This Amendment will not take effect until and unless the Registered Owner of the Developer Note executes the Consent of Developer Note Holder below.

**3.4 Developer Representations.** The Developer represents and warrants that: (1) the persons executing this Amendment on its behalf have been properly authorized to do so; (2) it has full power and authority to execute and deliver this Amendment and to perform all of its obligations imposed pursuant to this Amendment; and (3) this Amendment constitutes a legal, valid, and binding obligation of the Developer enforceable in accordance with its terms.

**3.5 Recording.** The Parties agree to record a memorandum of this Amendment on title to the Property with the DuPage County Recorder of Deeds, at the Developer's expense.

**3.6 Capitalized Terms.** All capitalized words and phrases throughout this Amendment not defined herein have the meanings given in the Agreement.

[Signature Page Follows]

[Signature Page to First Amendment to Redevelopment Agreement by and Between the Village of Willowbrook and Willowbrook Town Center LLC]

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

**VILLAGE:**

ATTEST:

**VILLAGE OF WILLOWBROOK,**  
an Illinois Municipal Corporation

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Clerk

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Mayor

**DEVELOPER:**

**WILLOWBROOK TOWN CENTER LLC,**  
an Illinois limited liability company

By: The Harlem Irving Companies, Inc.,  
an Illinois corporation, its Administrative  
Manager

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By: \_\_\_\_\_  
Its: \_\_\_\_\_

## **CONSENT OF DEVELOPER NOTE HOLDER**

Willowbrook Town Center LLC (“Holder”) is the Registered Owner of the Developer Note. The Holder consents to this Amendment. The Holder represents and warrants that: (1) the persons executing this Consent on its behalf have been properly authorized to do so; (2) it has full power and authority to execute and deliver this Consent; and (3) this Amendment constitutes a legal, valid, and binding amendment to the Agreement.

### **HOLDER:**

**WILLOWBROOK TOWN CENTER,  
LLC,**  
an Illinois limited liability company

By: The Harlem Irving Companies, Inc.,  
an Illinois corporation, its Managing Member

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By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN  
ECONOMIC INCENTIVE AND REDEVELOPMENT AGREEMENT  
(Binny's Beverage Depot)**

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

**SECTION 1:** The President and Board of Trustees of the Village of Willowbrook find as follows:

- A. The Village of Willowbrook ("**Village**") is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. Pursuant to its powers and in accordance with the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.*, as amended ("**Business District Law**"), 65 ILCS 5/8-1-2.5, and Ordinance Nos. 16-O-30, 16-O-31, and 16-O-32, adopted July 16, 2016 (collectively, the "**Ordinances**"), the Village established the Illinois Route 83 / Plainfield Road Business District ("**Business District**"), approved a Business District plan ("**Business District Plan**"), and imposed an additional retailers' occupation tax and service occupation tax ("**Business District Tax**") therein. The Ordinances are incorporated herein by reference.
- C. Pursuant to and in accordance with the Business District Law, 65 ILCS 5/8-1-2.5, and the Ordinances, the Corporate Authorities of the Village are empowered to provide economic incentives to developers within the Business District payable from the Business District fund in furtherance of the Business District Plan.
- D. Willowbrook Town Center LLC ("**Developer**") is the owner of the property commonly known as 7185 S. Kingery Highway, Willowbrook, Illinois ("**Property**").
- E. The Developer operates an approximately 185,000 square feet retail shopping center on the Property known as Willowbrook Town Center.
- F. Willowbrook Town Center has an approximately 28,136 square feet vacancy ("**Binny's Premises**"), which was previously occupied by Bed, Bath and Beyond.
- G. The Developer desires to secure Binny's Beverage Depot as a new tenant within the Binny's Premises and in order to secure Binny's Beverage Depot as a new tenant, the Developer must make significant modifications and improvements to the interior of the Binny's Premises.

- H. The Village anticipates that the operation of Binny's Beverage Depot in the Binny's Premises will be a significant contributor to the economic stability of the Village through contributions of substantial Business District Tax and sales tax revenues along with expanded employment opportunities.
- I. The Village has determined that the operation of Binny's Beverage Depot within the Binny's Premises will advance the Business District Plan, maintain and increase the value of the Property, and increase sales from the Property, thereby maintaining and increasing Business District Tax and sales tax revenues for the Village which assist, and will continue to assist, the Village in providing essential municipal services to members of the public.
- J. In order to pay for a portion of the interior modifications and improvements to the Binny's Premises necessary to make it ready for Binny's Beverage Depot, the Developer requested that the Village provide economic incentives not to exceed \$1,000,000 ("Economic Incentive") from the Business District fund.
- K. The Developer has represented and warranted to the Village, and the Village finds that, but for the provision of the Economic Incentive by the Village to the Developer pursuant to the Business District Law for the Binny's Premises, renovating the Binny's Premises would not be economically feasible and, concomitantly, the Developer would not be able to redevelop, renovate, and re-tenant the Binny's Premises.
- L. It is the desire of the Village to provide the Developer with the Economic Incentive on the terms set forth in the "Economic Incentive and Redevelopment Agreement," and its accompanying exhibits, attached hereto as **Exhibit A** and made a part hereof ("Agreement").
- M. It is in the best interest of the Village to provide the Developer with the Economic Incentive, to ensure that redevelopment within the Business District continues.

**SECTION 2:** Based upon the foregoing, the Mayor, Village Clerk, and Village Administrator be and are hereby authorized and directed to provide the Developer with the Economic Incentive pursuant to the terms and conditions set forth in the Agreement, and in such other form as may be approved by the Village Administrator and the Village Attorney. The Mayor, the Village Clerk, and the Village Administrator are further authorized and directed to execute and deliver such other instruments, including the Agreement, as may be necessary or convenient to undertake the Village's obligations in the Agreement.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this \_\_\_\_ day of April, 2024, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this \_\_\_\_ day of April, 2024, by the Mayor of the Village of Willowbrook, and attested by the Village Clerk, on the same day.

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Mayor

**APPROVED and FILED** in my office this \_\_\_\_ day of April, 2024 and published in pamphlet form in the Village of Willowbrook, DuPage County, Illinois.

ATTEST:

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Village Clerk

**EXHIBIT A**

**ECONOMIC INCENTIVE AND REDEVELOPMENT AGREEMENT**

(attached)

**ECONOMIC INCENTIVE AND REDEVELOPMENT AGREEMENT BY AND BETWEEN  
THE VILLAGE OF WILLOWBROOK AND WILLOWBROOK TOWN CENTER LLC  
(BINNY'S BEVERAGE DEPOT)**

**THIS ECONOMIC INCENTIVE AND REDEVELOPMENT AGREEMENT ("Agreement")**  
is made and entered into as of this \_\_\_\_\_, 2024, by and between the **VILLAGE OF  
WILLOWBROOK**, an Illinois municipal corporation ("Village"), and **WILLOWBROOK TOWN  
CENTER LLC**, an Illinois limited liability company ("Developer").

**IN CONSIDERATION OF** the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village hereby agree as follows:

**SECTION 1.**      **RECITALS.**

A. The Village is a home rule Illinois municipality in accordance with Section 6(a) of Article VII of the Constitution of the State of Illinois of 1970 which enters into this Agreement pursuant to its home rule powers and the authority granted to it by the Business District Law and 65 ILCS 5/8-1-2.5.

B. On July 11, 2016, the Corporate Authorities adopted Ordinance Nos. 16-O-30, 16-O-31, and 16-O-32, which approved the Business District Plan, established the Business District, and imposed the Business District Tax therein.

C. The Developer is the owner of the approximately 24-acre parcel located in the Business District at the southeast corner of Plainfield Road and Illinois Route 83 at 7185 S. Kingery Highway, Willowbrook, Illinois, and legally described in **Exhibit A** attached to and, by this reference, incorporated herein ("Property").

D. The Developer operates an approximately 185,000 square-foot retail shopping center on the Property known as Willowbrook Town Center.

E. Willowbrook Town Center has an approximately 28,136 square-foot vacant retail space on the Property in the location depicted and labeled in **Exhibit B** attached to and, by this reference, incorporated herein ("Binny's Premises"), which was previously occupied by Bed, Bath and Beyond. The Binny's Premises is the single largest tenant space at the Property and, as such, is an important anchor for Willowbrook Town Center. The Binny's Premises has been vacant since July 2023 after Bed, Bath and Beyond filed for bankruptcy in April 2023 and closed hundreds of stores across the country, including its store in the Binny's Premises.

F. The continued vacancy of the Binny's Premises will negatively impact the economic stability of the Business District.

G. The Developer desires to re-tenant the Binny's Premises and has identified Binny's Beverage Depot as a new tenant within the Binny's Premises.

H. In order to secure Binny's Beverage Depot as a new tenant, the Developer must renovate the Binny's Premises by making significant modifications and improvements to the interior thereof.

I. The Village anticipates that the renovation of the Binny's Premises and the operation of Binny's Beverage Depot in the Binny's Premises will be a significant contributor to the economic stability of the Business District and the Village through contributions of substantial Business District Tax and Sales Tax revenues along with expanded employment opportunities.

J. In order to pay for a portion of the interior renovation modifications and improvements to the Binny's Premises necessary to make it ready for Binny's Beverage Depot, the Developer requested that the Village provide financial assistance and economic incentives in an amount not to exceed \$1,000,000, as set forth in this Agreement.

K. The Developer represents and warrants to the Village, and the Village finds that, but for the assistance to be provided by the Village to the Developer pursuant to the Business District Law and this Agreement for the Binny's Premises, renovating the Binny's Premises as provided in this Agreement would not be economically feasible and, concomitantly, the Developer would not be able to redevelop, renovate, and re-tenant the Binny's Premises.

L. The Village has further determined that the renovation and redevelopment of the Binny's Premises and the operation therein of Binny's Beverage Depot is expected to advance the Business District Plan, maintain and increase the value of the Property, and increase sales from the Property, thereby maintaining and increasing Business District Tax and Sales Tax revenues for the Village which assist, and will continue to assist, the Village in providing essential municipal services to members of the public.

M. The Village and the Developer desire to enter into this Agreement in furtherance of the Business District Plan, to foster the long-term use and development of the Property, and to enable the redevelopment, renovation, and re-use of the Property in a manner that will enhance the business environment of the Village.

N. On \_\_\_\_\_, 2024, the Corporate Authorities adopted Ordinance No. \_\_\_\_, in which they authorized the execution of this Agreement.

**SECTION 2. DEFINITIONS.** Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. "**Binny's Beverage Depot**" means a retail store engaged in the retail sale of alcoholic beverages, such as wines, spirits, beers, growlers, ales, and related accessories operated by Gold Standard Enterprises, Inc. doing business as Binny's Beverage Depot.

B. "**Binny's Premises**" is defined in Section 1.F.

C. "**Business District**" means the Illinois Route 83 / Plainfield Road Business District established by the Corporate Authorities pursuant to the Business District Law and Ordinance Nos. 16-O-30 and 16-O-31.

D. "**Business District Fund**" means that special fund of the Village, known as the "Illinois Route 83 / Plainfield Road Business District," created by the Corporate Authorities pursuant to the Business District Law and Ordinance No. 16-O-32.

E. "**Business District Law**" means the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.*, as amended.

F.     **“Business District Plan”** means the Business District approved by the Corporate Authorities in Ordinance No. 16-O-30.

G.     **“Business District Taxes”** means the additional retailers' occupation tax and service occupation tax imposed by the Corporate Authorities within the Business District pursuant to 65 ILCS 5/11-74.3-3(10) and Ordinance No. 16-O-32.

H.     **“Certification Request”** is defined in Section 4.C.

I.     **“Certification of Costs”** is defined in Section 4.C.

J.     **“Commencement Date”** means the April 1 following the date on which the Village has issued a Certification of Costs.

K.     **“Corporate Authorities”** means the Mayor and Village Board of the Village of Willowbrook, Illinois.

L.     **“Effective Date”** means the date first written in the first paragraph of the first page of this Agreement.

M.     **“Force Majeure”** means delays which are caused by any one or combination of the following, which are beyond the reasonable control of and/or without the fault of the Party relying thereon: fire, flood or other casualty; strike or other labor troubles; governmental restrictions, takings, and limitations arising subsequent to the date hereof; war or other national emergency; shortage of material not attributable to any action or conduct of the Party relying thereon; extreme adverse weather conditions, such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, tornadoes, derechos, or cyclones; any delay in performance by a Party resulting from the non-performance of the other Party; pandemic or epidemic; and any other extraordinary events or conditions beyond the reasonable control of the Party relying thereon and which, in fact, unreasonably interferes with the ability of said Party to discharge its respective obligations hereunder. Force Majeure does not include: (1) economic hardship or impracticability of performance (except as may be provided herein); (2) commercial or economic frustration of purpose (except as may be provided herein); or (3) failure of performance by a contractor (except as caused by events which are Force Majeure events defined herein as to the contractor).

N.     **“IDOR”** means the State of Illinois Department of Revenue.

O.     **“Indemnified Parties”** is defined in Section 4.H.

P.     **“Initial Certification Request”** is defined in Section 4.C.

Q.     **“Initial Costs”** is defined in Section 4.C.

R.     **“Initial Payment”** is defined in Section 4.D.

S.     **“Party”** means the Village and the Developer, individually, and **“Parties”** means the Village and the Developer, collectively.

T.     **“Prevailing Wage Act”** is defined in Section 4.H.

U.     ***“Reimbursement”*** means the payments to the Developer that the Village may be required to make pursuant to this Agreement.

V.     ***“Requirements of Law”*** means all applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of the Village and any federal, state, local government, or governmental agency with jurisdiction over the Property.

W.     ***“Sales Taxes”*** means those taxes imposed and collected by the State of Illinois pursuant to (i) the Retailer’s Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as amended, (ii) the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, as amended, (iii) the Home Rule Municipal Retailers’ Occupation Tax Act, 65 ILCS 5/8-11-1, as amended, and (iv) the Home Rule Municipal Service Occupation Tax Act, 65 ILCS 5/8-11-5, as amended.

X.     ***“Tax Year”*** means the period of time commencing on the Commencement Date and ending on the immediately following December 31; and each of the subsequent 12-month periods thereafter.

Y.     ***“Work”*** means all the modifications and improvements to the Binny’s Premises necessary to renovate and re-tenant the Binny’s Premises for the operation of Binny’s Beverage Depot, including all hard and soft costs eligible for reimbursement under the Business District Law and the Business District Plan.

### **SECTION 3.     DEVELOPMENT AND USE.**

A.     **Development, Use, Operation, and Maintenance.** The Property, including, without limitation, the Binny’s Premises, must be redeveloped, renovated, re-used, operated, and maintained in compliance with all Requirements of Law and this Agreement. Redevelopment, renovation, re-use, operation, and maintenance of the Property, including, without limitation, the Binny’s Premises, in a manner deviating from these requirements is a violation of this Agreement and a breach pursuant to Section 10 of this Agreement, subject to any applicable notice or cure period.

B.     **Materials.** Within 30 days of the Effective Date, Developer must provide the Village with a copy of a fully executed lease with Binny’s Beverage Depot for the Binny’s Premises.

C.     **Binny’s Beverage Depot.** Subject to any delays due to Force Majeure, Developer must: (a) on or before August 15, 2024, cause Binny’s Beverage Depot, as tenant, to submit for all building permits needed to complete the Work; (b) on or before December 15, 2024, cause Binny’s Beverage Depot to commence the Work; and (c) on or before June 1, 2025, cause Binny’s Beverage Depot to complete the Work, as evidenced by a Village-issued final certificate of occupancy for the renovated Binny’s Premises. Subject to any delays due to Force Majeure, on or before June 1, 2025, Binny’s Beverage Depot must be open for business and be serving the public from the Binny’s Premises in accordance with Section 4.B.2 below. It is the intent and desire of the Village and Developer that the Work commences and be completed such that Binny’s Beverage Depot is open for business as expeditiously as possible. To that end, Developer has commenced the Work necessary to prepare the Binny’s Premises for turnover to Binny’s Beverage Depot, with an anticipated turnover date of May 10, 2024. The Parties acknowledge that, per Section 4.B.2 below, the Village will not pay any Reimbursement to the Developer prior to Binny’s Beverage Depot having opened for business.

## **SECTION 4. INCENTIVES.**

**A. Reimbursement Amount.** The Reimbursement will not exceed the lesser of (a) \$1,000,000.00, or (b) the amount of the Village-approved Certification of Costs pursuant to Section 4.C below.

**B. Reimbursement Conditions.** In addition to conditions elsewhere in this Agreement, the Village will not pay any Reimbursement to the Developer:

1. Unless the development deadlines in Section 3 are satisfied;
2. Unless Binny's Beverage Depot is operating in the Binny's Premises, subject to customary closures for matters including, without limitation, maintenance, repairs, renovation, and restocking, or temporary closure due to Force Majeure;
3. Except for the Initial Payment, which is expected to be paid prior to the Village's receipt of Business District Taxes and Sales Taxes from sales by Binny's Beverage Depot at the Binny's Premises, unless the Village receives Business District Taxes and Sales Taxes from sales by Binny's Beverage Depot at the Binny's Premises;
4. Unless the Developer is in compliance with its obligations in this Agreement; or
5. If this Agreement is no longer in effect for any reason.

**C. Certification of Work Costs.** Within 60 days after Village issuance of a final certificate of occupancy for the Work, the Developer must submit to the Village not more than two sworn requests for certification of actual third-party costs incurred in connection with the Work, together with copies of final waivers and releases of lien from the contractors, subcontractors and materialmen providing work or material in excess of \$5,000.00, and other documents reasonably requested by the Village evidencing the cost of construction of the Work (collectively, a "***Certification Request***"). Developer anticipates submitting an initial Certification Request (the "***Initial Certification Request***") for Developer's actual third-party costs for the Work incurred in the initial phases of the Work (the "***Initial Costs***"), some of which were incurred prior to the Effective Date. Developer anticipates submitting a second, separate Certification Request for the remaining actual third-party costs incurred for the Work. The Village will have 30 days to review the Initial Certification Request and 45 days to review the second Certification Request to determine whether the costs of the Work are eligible for reimbursement pursuant to this Agreement, the Business District Law, and the Business District Plan. Within the 30- or 45-day review period, whichever is applicable, the Village will notify the Developer in writing whether or not the Certification Request is acceptable, in whole or part and if a request is not approved, the Village must provide Developer with a written explanation providing sufficient detail as to why a Certification Request is not approved. If a Certification Request is acceptable in whole, the amount of the approved costs of the Work will be certified by the Village (collectively, the "***Certification of Costs***"). If the Certification Request is not acceptable in whole or part, the Developer may resubmit a Certification Request and the Village will consider it within a new 30- or 45-day period, whichever is applicable, in accordance with the procedures in this Section 4.C. If any cost item sought to be reimbursed is deemed not to be eligible for reimbursement, the Developer may substitute other costs of the Work eligible for reimbursement pursuant to this Agreement, the Business District Law, and the Business District Plan in its resubmitted Certification Request. Even if the cumulative Certification of Costs exceeds \$1,000,000, the

cumulative amount of the Reimbursement paid to the Developer under this Agreement cannot exceed \$1,000,000.00.

**D. Reimbursement Payments.** Within 30 days of the later to occur of (i) the conditions set forth in Section 4.B. above having been met and (ii) issuance of a Certification of Costs for the Initial Costs, the Village must reimburse the Developer for the Initial Costs from the Business District Fund in an amount not to exceed the lesser of (i) the certified amount of the Initial Costs or (ii) \$125,000.00 (the “**Initial Payment**”). For each payment thereafter, within 90 days after the end of each Tax Year, and after the Village receives a summary of Business District Taxes and Sales Taxes paid from the Binny’s Premises and receives the corresponding Business District Taxes and Sales Taxes received for the applicable year from IDOR, the Village will pay the Developer the flat amount of \$125,000.00 from the Business District Fund as the Reimbursement for that particular Tax Year until the amount of the Certification of Costs has been reimbursed, as partial reimbursement for the Work under the terms of this Agreement. If the Initial Payment is less than \$125,000.00, the Reimbursement amount paid in the final Tax Year(s) will be adjusted upward to include the difference between the Initial Payment and \$125,000.00. If the Certification of Costs is less than \$1,000,000.00, the Reimbursement amount paid in the final Tax Year(s) will be adjusted downward so that the total amount of Reimbursement payments to the Developer will not exceed the lesser of the amount of the Certification of Costs or \$1,000,000.00. Any information received by the Village from the Developer, IDOR, or Binny’s Beverage Depot under this Agreement regarding Business District Taxes and Sales Taxes will be kept confidential to the extent allowed by the Requirements of Law.

**E. Change in the Law.** The Village and the Developer acknowledge and agree that the Village’s obligation to pay the Reimbursement to the Developer is predicated on existing State law governing the distribution of Business District Taxes and Sales Taxes to the Village. The Village and the Developer further acknowledge that the General Assembly of the State has, from time to time, considered proposals to modify or eliminate the distribution of Business District Taxes and Sales Taxes to Illinois municipalities. In the event that Business District Taxes or Sales Taxes from the Binny’s Premises are no longer distributed to the Village, or if the distribution is altered in a manner that prevents the Village and the Developer from determining with a reasonable degree of certainty the amount of the Business District Taxes and Sales Taxes received from operations at the Binny’s Premises (“**Change in Law**”), the Village’s obligation to pay the Reimbursement to the Developer from and after the effective date of the Change in Law is limited to the extent sufficient funds for the Reimbursement are available in the Business District Fund. However, if, at any time during the term of this Agreement, there is another Change in Law that either results in the distribution of Business District Taxes and Sales Taxes to the Village, or allows the Village and the Developer to determine with a reasonable degree of certainty the amount of the Business District Taxes and Sales Taxes received from operations at the Binny’s Premises, the provisions of this Agreement with regard to Business District Taxes and Sales Taxes received from operations at the Binny’s Premises will automatically be reinstated and will continue through the remainder of the term of this Agreement.

**F. Limited Liability.** Notwithstanding any other provision of this Agreement to the contrary, the Village’s obligation to pay the Reimbursement payments is not and will not be a general debt or obligation or moral obligation of the Village or a charge against its general credit or taxing powers, but is and will be a special limited obligation payable solely from amounts available in the Business District Fund, in accordance with this Agreement. The Developer has and will have no right to, and agrees that it may not, compel any exercise of the taxing power of the Village to pay the Reimbursement, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other

property of the Village. No recourse may be had for any payment pursuant to this Agreement against any past, present, or future elected or appointed officer, official, agent, representative, employee, or attorney of the Village in their individual capacity.

**G. Limitations on Payment of Reimbursement.** The Developer acknowledges and agrees that the Property must be used and maintained in compliance in all material respects with Requirements of Law and the Developer's obligations in this Agreement. If Binny's Beverage Depot fails to operate in the Binny's Premises as set forth in this Agreement, if Developer fails to comply in all material respects with the Requirements of Law, if Developer fails to comply with its obligations in this Agreement and Developer fails to cure any defects as allowed in this Agreement, the Village will have the right to suspend payment of the Reimbursement for the period that the Developer is not in material compliance with the Requirements of Law or its obligations in this Agreement.

**H. Commitment to Fair Employment Practices; Prevailing Wage.** To the extent required by law, Developer must comply, and must contractually obligate and cause any and all general contractors and subcontractors to comply, with the Illinois Prevailing Wage Act (the "**Prevailing Wage Act**") with respect to construction of public works for which Developer is being reimbursed pursuant to this Agreement. Developer warrants and represents that it has reviewed the Illinois Prevailing Wage Act, that it has reviewed the regulations promulgated thereunder, and that it understands and will strictly comply with the obligations imposed on it by this Section 4.H with respect to the construction of public works for which Developer is being reimbursed pursuant to this Agreement. Developer will comply with all applicable federal, State, and local laws relating to equal employment opportunities with respect to construction of the Work. Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer regarding the Work state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Developer must indemnify, hold harmless, and defend the Village, the Corporate Authorities, its officers, agents, including independent contractors, consultants and legal counsel, servants, and employees ("**Indemnified Parties**"), against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Prevailing Wage Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under the Prevailing Wage Act that any or all of the Indemnified Parties violated the Prevailing Wage Act by failing to give proper notice to the Developer or any other party performing applicable work that no less than the prevailing rate of wages must be paid to all laborers, workers and mechanics performing the Work, including, without limitation, interest, penalties or fines under the Prevailing Wage Act. The indemnification obligations of this Section 4.H on the part of the Developer will survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Developer must, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award is rendered against the Indemnified Parties in any such action, the Developer must, at its own expense, satisfy and discharge such judgment or award.

**I. Filing and Reporting.** Within 30 days of the Effective Date, a report regarding this Agreement, and a copy of this Agreement, will be filed electronically with IDOR pursuant to 65 ILCS 5/8-11-21(c). The Developer will cooperate with the Village in preparing and filing the report,

and the Developer will provide information and materials needed by the Village to prepare and file the report.

## **SECTION 5. FORCE MAJEURE.**

Except as expressly provided to the contrary in this Agreement, whenever a period of time is provided for in this Agreement for either the Developer or the Village to perform any act or obligation, and the Developer or the Village, as the case may be, is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

## **SECTION 6. LITIGATION AND DEFENSE OF AGREEMENT; INDEMNITY.**

A. **Litigation.** If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either Party to perform its obligations under, or otherwise to comply with, this Agreement ("**Litigation**"), the Party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto to the other Party, and must thereafter keep the other Party fully informed concerning all aspects of the Litigation.

B. **Defense.** The Village and the Developer must use their respective commercially reasonable efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed by such Party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The Village and the Developer agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

C. **No Liability for Village Review.** The Developer acknowledges and agrees that: (1) the Village is not, and will not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the Village's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) the Village's review and approval of any of the plans and the issuance of any of the approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

D. **Village Procedures.** The Developer acknowledges that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and agrees not to challenge any of those actions on the grounds of any procedural infirmity or of any denial of any procedural right.

E. **Indemnity.** The Developer agrees to, and does hereby, hold harmless, defend with counsel of the Village's choosing, and indemnify the Indemnified Parties from any and all third-party claims that may, at any time, be asserted against any of those parties in connection with (i) the Village's review and approval of any plans, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; (ii) any actions

taken by the Village pursuant to this Agreement; (iii) the development, construction, and maintenance of the Binny's Premises; and (iv) the performance by the Developer of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

**F. Defense Expenses.** The Developer hereby agrees to pay, without protest, all expenses incurred by the Village in defending itself with regard to any and all of the claims identified in Section 6.E of this Agreement. These expenses may include, without limitation: (1) all out-of-pocket expenses, including attorneys' and experts' fees, not to exceed their usual and customary fee rates to the Village; and (2) the reasonable value of any services rendered by any employees of the Village, not to exceed their actual salaries.

## **SECTION 7. TERM.**

This Agreement will be in full force and effect for a period commencing on the Effective Date and through the first to occur of: (a) December 31, 2039; (b) the full payment of the Reimbursement in accordance with this Agreement; or (c) the termination of this Agreement ("Term"). During the Term, this Agreement inures to the benefit of and is enforceable by the Developer and the Village, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

## **SECTION 8. RELEASE OF INFORMATION.**

The Developer will include (and use good faith efforts to enforce) a covenant in its lease agreement for the Binny's Premises obligating Binny's Beverage Depot to execute and submit Form PTAX -1002-21, Authorization to Release Information to Local Governments, or any replacement form therefor, to IDOR for the Binny's Premises with a reporting period from the Effective Date through December 31, 2039. The Parties acknowledge that information provided to the Village is subject to confidentiality requirements that prevent disclosure of certain information to Developer. The Parties will use good faith efforts and cooperate with one another to confirm the situs of retail sales from the Binny's Premises is properly identified as the Binny's Premises and that Binny's Beverage Depot is properly reporting sales and paying Business District Taxes and Sales Taxes for sales from the Binny's Premises.

## **SECTION 9. PAYMENT OF VILLAGE FEES AND COSTS.**

In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, the Developer must pay to the Village, as and when due, all application, inspection, and permit fees, and all other fees, charges, and contributions required by applicable Village codes, ordinances, resolutions, rules, or regulations.

## **SECTION 10. ENFORCEMENT.**

**A. Enforcement.** The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any past, present, or future director, elected or appointed officer, official, agent, representative, employee, or attorney, of the Village on account of the negotiation, execution, performance, or breach of this Agreement. In the event of a judicial proceeding brought by one Party to this Agreement against the other Party to this Agreement pursuant to this Section, the prevailing Party will be entitled to reimbursement from the unsuccessful Party of all costs and

expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** Neither Party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 10.A of this Agreement without first providing written notice to the other Party of the breach or alleged breach and allowing 15 days to cure the breach or alleged breach. If the breach cannot be cured within the 15-day period ("Time for Cure"), then the Time for Cure will be extended accordingly, provided that the notified Party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence, but in no event will the Time for Cure exceed 30 days from the date of the written notice unless otherwise agreed to by the Developer and Village.

## **SECTION 11. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.**

A. **Obligations.** The Parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, constitute both the personal obligation of the Party liable for its payment, and the successors of that Party.

B. **Binding Effect.** The Developer acknowledges and agrees that this Agreement is binding upon the Developer, and any and all of its heirs, successors, permitted assigns, and successor owners of all or any portion of the Property.

C. **Assignments.** This Agreement, and the rights and obligations hereunder, may not be assigned by Developer prior to the date the Village approves a Certification of Costs, unless the Village consents in writing to such assignment which consent cannot be unreasonably withheld or delayed, and unless the assignee consents in writing to be bound by the terms of this Agreement. Thereafter, Developer may sell or transfer the Property, and assign its right, duties and obligations hereunder, without the consent or approval of the Village. Nothing herein prohibits or impairs an assignment to Developer's lender pursuant to an assignment required for acquisition or construction financing or using the benefits of this Agreement as collateral.

D. **Survival.** The Developer's obligations in Sections 6 and 9 of this Agreement will survive and continue even if this Agreement is no longer in effect.

## **SECTION 12. REPRESENTATIONS AND WARRANTIES.**

In order to induce the Village to enter into this Agreement and grant the rights herein provided for, the Developer hereby warrants and represents to the Village as follows:

A. The Developer is a duly organized, validly existing Illinois limited liability company in good standing under the laws of, and authorized to conduct business in, the State of Illinois.

B. The Developer has the corporate authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement.

C. All necessary consents of any board of directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other parties including specifically, but without limitation, all parties with ownership or security interests in the Property regarding the execution and delivery of this Agreement have been obtained.

D. The consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village) is not required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

E. The individuals executing this Agreement on behalf of the Developer have the power and authority to execute and deliver this Agreement on behalf of the Developer.

F. The execution, delivery, and performance of this Agreement: (i) is not prohibited by any Requirement of Law or under any contractual obligation of the Developer; (ii) will not result in a breach or default under any agreement to which the Developer is a Party or to which the Developer, in whole or in part, is bound; and (iii) will not violate any restriction, court order, or agreement to which the Developer, or the Property, in whole or in part, is or are subject.

### **SECTION 13. GENERAL PROVISIONS.**

A. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties in accordance with all applicable statutory procedures.

C. **Notices.** Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt, or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Agreement has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the Village must be addressed to, and delivered at, the following address:

Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527  
Attention: Village Mayor

With copies to: Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527  
Attention: Village Administrator

And:

Elrod Friedman LLP  
325 North LaSalle Street, Suite 450  
Chicago, Illinois 60654  
Attention: Gregory T. Smith

Notices and communications to the Developer must be addressed to, and delivered at, the following address:

Willowbrook Town Center LLC  
c/o Harlem Irving Companies  
4104 N. Harlem Avenue  
Norridge, Illinois 60706  
Attention: Richard D. Filler

With a copy to:

Willowbrook Town Center LLC  
c/o Harlem Irving Companies  
4104 N. Harlem Avenue  
Norridge, Illinois 60706  
Attention: Gregory E. Fix

D. **Governing Law; Venue.** This Agreement is to be governed by, and enforced in accordance with, the laws, but not the conflict of laws rules, of the State of Illinois. This Agreement has been made and delivered in DuPage County, Illinois. Therefore, any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court in DuPage County, Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court in DuPage County, Illinois.

E. **Interpretation.** This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all Parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement.

F. **Change in Laws.** Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings.** The headings, titles, and captions in this Agreement are only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence.** Time is of the essence in the performance of this Agreement.

I. **No Third Party Beneficiaries.** Except as expressly provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against the Village or the Developer.

J. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibits.** **Exhibits A and B** are attached to this Agreement, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement controls.

M. **Counterparts.** This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

N. **Waiver.** Neither the Village nor the Developer are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it may determine to be in its best interest from time to time. The failure of the Village or the Developer to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect the Village's or the Developer's right, as the case may be, to enforce those rights or any other rights.

O. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

P. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

Q. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

R. **Village Authority to Execute.** The Village hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

S. **Capitalized Terms.** All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 of this Agreement, or as elsewhere specifically defined in this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Code or Zoning Ordinance.

[Signature Page Follows]

[Signature Page to Economic Incentive and Redevelopment Agreement by and between The Village of Willowbrook and Willowbrook Town Center LLC (Binny's Beverage Depot)]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**VILLAGE:**

ATTEST:

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

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Clerk

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Mayor

**DEVELOPER:**

**WILLOWBROOK TOWN CENTER** LLC, an Illinois limited liability company

By: The Harlem Irving Companies, Inc., an Illinois corporation, its Administrative Manager

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

Its: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by Frank Trilla, the Mayor of the **VILLAGE OF WILLOWSBROOK**, an Illinois municipal corporation, and by Deborah Hahn, the Village Clerk of said municipal corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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## Notary Public

My Commission Expires:

(SEAL)

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )  
 ) SS

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the Vice President of The Harlem Irving Companies, Administrative Manager of **WILLOWBROOK TOWN CENTER LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, they signed and delivered said instrument as his/her free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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## Notary Public

My Commission Expires:

(SEAL)

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOTS 1 and 2 IN AMENDED AND RESTATED PERSEVERANCE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 23 AND PART OF THE NORTHEAST QUARTER OF SECTION 26, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7 AND 8 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTIONS 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN HINSDALE HIGHLANDS ESTATES, ACCORDING TO THE PLAT OF HINSDALE HIGHLANDS ESTATES, RECORDED JULY 23, 1954 AS DOCUMENT 720969 AND AMENDED BY CERTIFICATE OF CORRECTION DATED AUGUST 18, 1954 AND RECORDED AUGUST 23, 1954 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE AMENDED AND RESTATED PLAT OF SAID PERSEVERANCE SUBDIVISION RECORDED OCTOBER 9, 2007, A DOCUMENT NUMBER R2007-183986, IN DU PAGE COUNTY, ILLINOIS.

P.I.Ns.: 09-26-200-010 and 09-23-406-018

Commonly known as 7185 S. Kingery Highway, Willowbrook, Illinois

**EXHIBIT B**  
**DEPICTION OF THE BINNY'S PREMISES**  
(attached)

