

## A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON **TUESDAY**, NOVEMBER 12, 2024 AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (Approve)
  - b. Minutes - Board of Trustees Regular Meeting October 28, 2024 (APPROVE)
  - c. Warrants \$613,105.97
  - d. MOTION - A MOTION FOR A BUDGET AMENDMENT TO THE VAO CONTINGENCY LINE ITEM FOR FUEL MITIGATION AND ENVIRONMENTAL SERVICES PROVIDED BY SET ENVIRONMENTAL, INC (PASS)
  - e. VILLAGE-WIDE GIS MAPPING SERVICES
    - i. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM ("GISC") (ADOPT)
    - ii. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE MUNICIPAL GIS PARTNERS, INCORPORATED AND THE VILLAGE OF WILLOWBROOK FOR SUPPORT SERVICES IN CONNECTION WITH THE VILLAGE'S GEOGRAPHICAL INFORMATION SYSTEM ("GIS") AT A COST NOT TO EXCEED \$41,114.60 (ADOPT)

f. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE AMENDING TITLE 4 ENTITLED "MUNICIPAL SERVICES" OF THE VILLAGE OF WILLOWBROOK MUNICIPAL CODE BY ADDING THERETO CHAPTER 9 ENTITLED "VACANT BUILDING AND PROPERTY REGULATIONS" (PASS)

NEW BUSINESS

6. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBERS ONE AND TWO FOR THE CREEKSIDER PARK AND FARMINGDALE PARK RENOVATIONS PROJECT WITH LANDWORKS, LTD (ADOPT)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, OCTOBER 28, 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 Gretchen Boerwinkle, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Gayle Neal and Greg Ruffolo, Village Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant Village Administrator Alex Arteaga, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Director of Public Works Rick Valent, Chief Lauren Kaspar, Deputy Chief Ben Kadolph, and Deputy Clerk Christine Mardegan.

ABSENT: Trustee Michael Mistele and Deputy Chief Gerard Wodka.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Director Valent to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

No members of the public were present who wished to speak. Written comments were received prior to the meeting and are attached.

5. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting October 14, 2024 (APPROVE)
- c. Warrants \$ 537,939.96
- d. RESOLUTION NO. 24-R-61 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR CONSTRUCTION ENGINEERING SERVICES FOR THE BORSE MEMORIAL COMMUNITY PARK PEDESTRIAN BRIDGE PROJECT AND CREEKSIDE PARK PEDESTRIAN BRIDGES REPLACEMENT PROJECT BY AND BETWEEN

CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK (ADOPT)

e. IL STATE'S ATTORNEY ORGANIZED RETAIL CRIME (ORC) GRANT PROGRAM MOTION

i. RESOLUTION NO. 24-R-62 - A RESOLUTION APPROVING, RATIFYING, AND CONFIRMING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF ILLINOIS FOR THE ORGANIZED RETAIL CRIME GRANT PROGRAM (ADOPT)

ii. CAMERA LICENSING AGREEMENTS

a. RESOLUTION NO. 24-R-63 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH WILLOW COMMONS CENTER LLC (ADOPT)

b. RESOLUTION NO. 24-R-64 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A NON-EXCLUSIVE LICENSE AGREEMENT WITH PECORA PROPERTIES LLC (ADOPT)

f. ORDINANCE NO. 24-O-29 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)

g. RESOLUTION NO. 24-R-65 - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, A FOUR-YEAR EXTENSION OF THE ILLINOIS LOCAL ELEVATOR SAFETY PROGRAM AGREEMENT WITH THE OFFICE OF THE ILLINOIS STATE FIRE MARSHALL ("OSFM") (ADOPT)

h. BOPC RESOLUTIONS

i. RESOLUTION NO. 24-R-66 - A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD OF POLICE COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF SERGEANT WITHIN THE VILLAGE POLICE DEPARTMENT (ADOPT)

ii. RESOLUTION NO. 24-R-67 - A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD OF POLICE COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF PATROL OFFICER WITHIN THE VILLAGE POLICE DEPARTMENT (ADOPT)

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

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

NEW BUSINESS

6. RESOLUTION NO. 24-R-68 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING THE PROPERTY TAXES TO BE LEVIED FOR THE 2024 PROPERTY TAX LEVY (ADOPT)

Administrator Halloran stated the Village does not levy any property taxes for general operations, but rather this levy is for special recreation needs to ensure compliance with the ADA (Americans with Disabilities Act).

Over the past three years, the Village has decreased this levy amount by 8.5 percent. For 2024, the proposed Special Recreation Tax Levy is \$67,575, a 5% decrease from the prior year's request. All property taxes collected are restricted to being used on special recreation activities.

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adopt Resolution 24-R-68 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

7. TRUSTEE REPORTS

Trustee Neal relayed information she had received from a resident who had required emergency services not too long ago. The resident wanted to acknowledge the niceness of the treatment she received from not only the Tri-State paramedics, but also the Willowbrook police officers who responded to the call. Thank you for all that you do.

Trustee Ruffolo had no report.

Trustee Mistele was not present.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

8. ATTORNEY'S REPORT

Attorney Durkin had no report.

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9. CLERK'S REPORT

Clerk Boerwinkle had no report.

10. ADMINISTRATOR'S REPORT

Administrator Halloran congratulated the Police Department for their continuing work in obtaining grants to offset the costs of improving Village safety and security. The Village also received a \$50,000 grant for a park gazebo.

Updating the park projects, Borse Park Phase II is 70% complete, and Creekside Park will be done in the next 6-7 weeks, including the bridge construction.

11. MAYOR'S REPORT

Mayor Trilla had no report.

12. EXECUTIVE SESSION

Mayor Trillas stated there is no need for an Executive Session during tonight's meeting.

13. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to adjourn the Regular Meeting at the hour of 6:39 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

November 12, 2024

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Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

**From:** [twothirty@comcast.net](mailto:twothirty@comcast.net)  
**To:** [Alex Arteaga](mailto:Alex.Arteaga@willowbrook.il.us)  
**Subject:** Village Board Mtg 10/28/24 Questions  
**Date:** Monday, October 28, 2024 4:24:48 PM

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Questions for the next Village Board Mtg...

Thank you for your responses regarding the pickleball courts in Borse Park...

(we share our entire southern property line with Borse Park...

this is an effort to prevent daily noise and trespass

as is our right to a peaceful life per Illinois State law...

we have multigenerational family members,

infants napping and First Responders coming off night shifts who need to rest during the day...we worry we will be unable to open up windows and doors without hearing continuous daily pickleball noises...

we are not opposed to ball players...

but do we have to speak up about almost everything related to the park we love... this makes us look like the problem...and we are most definitely not the problem. when, it is obvious...

pickleball noise levels and increased traffic from a park without fencing or abatement for its neighbors is a NATION wide legal issue.

We have also been informed by Dustin Kleefisch via email that no sound mitigation is being added to 8 courts...8...courts...

Questions...

Q1...what is projected date of opening of the 8 pickleball courts above

Q2...remeasure distance from our (215 75th St) southern property line to Willowbrook pickleball courts...this is inaccurate per over 135 feet...

(Per Dustin Kleefisch in email to us dated 10/9/24 it appears that someone measured from our back door at 282 ft, not our backyard.

Noise legal troubles emanate from pickleball courts designed

closer than 300 ft near residential property with current regulations looking for 500 to 1000 ft from residential areas to prevent complaints...)

Q3...please let us know WHO performs measurement and what the correction is...

distance from our backyard property line up against Borse Park...not our deck... Q4...please restate Willowbrook's current zoning/noise regulation regarding this pickleball problem...and let us know where we can get a copy of it online

We will need the Village report from the engineer Mr. Kleefisch mentions in his email regarding sound levels "after the courts are in use" per Mr. Kleefisch.

Q5...per email from Sean Halloran...we will need contact information of Michael R. Durkin of Storino, Ramello & Durkin...

confirm if email [mrdurkin@srd-law.com](mailto:mrdurkin@srd-law.com) is correct, and phone number...

Appreciate any references to streambank, garbage can efforts within the scope of Borse Park improvements. Makes us know you did acknowledge something we have brought up at Open Houses...

We are really good neighbors...

and have been for many, many years...

we want Willowbrook to enjoy its green spaces and wildlife that is left, not just take pride in its contracts with ball leagues...

please allow its leashed pets to be walked through its parks without negative signage...

please secure measures to prevent after hours mayhem...close down parking and courts after dusk... respect the privacy and health of its park neighbors...

We really think that Mayor Trilla, Police Chief Kaspar and Park Foreman Passero are trying within their ability to address our concerns...

maybe they understand that we ARE NOT interested in complaining...but are part of keeping Willowbrook safe.

We are not feeling the love from some other Village employees we have emailed questions to...leading us to consider mitigation if Village is not helping...

Drs. Eric/Catherine Johnson

Willowbrook IL

PS We are health professionals and really don't need emails that insinuate we are just complaining...Mr. Halloran and Mr. Kleefisch...please be respectful to your Village residents...thank you very much to all who do.

## W A R R A N T S

November 12, 2024

GENERAL CORPORATE FUND	-----	\$ 382,434.36
WATER FUND	-----	\$ 213,056.16
CAPITAL PROJECT FUND	-----	\$ 10,928.55
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$ 1,642.62
17 SERIES 2022 BOND	-----	\$ 5,044.28
TOTAL WARRANTS	-----	\$ 613,105.97

Lora Flori, Director of Finance

## APPROVED:

Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
10/31/2024		APCH	102743#	PETTY CASH OR CASH	ACTIVE ADULT PROGRAM	590-517	20	530.00
					OFFICE SUPPLIES	610-301	25	47.50
					PRINTING & PUBLISHING	810-302	40	2.00
					CHECK APCHK 102743 TOTAL FOR FUND 01:			579.50
11/05/2024		APCH	102744	JIM GIBBONS	ACTIVE ADULT PROGRAM	590-517	20	350.00
11/12/2024		APCH	102745	AARP	ACTIVE ADULT PROGRAM	590-517	20	65.00
11/12/2024		APCH	102746#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	1,109.59
					INTERNET/WEBSITE HOSTING	460-225	10	237.31
					INTERNET/WEBSITE HOSTING	640-225	30	3,734.01
					INTERNET/WEBSITE HOSTING	715-225	35	237.31
					INTERNET/WEBSITE HOSTING	715-225	35	237.31
					INTERNET/WEBSITE HOSTING	715-225	35	237.31
					INTERNET/WEBSITE HOSTING	715-225	35	237.31
					CHECK APCHK 102746 TOTAL FOR FUND 01:			6,030.15
11/12/2024		APCH	102747	ACTIVE NETWORK, LLC	EDP EQUIPMENT/SOFTWARE	555-212	20	312.50
11/12/2024		APCH	102748	ADMINISTRATIVE CONSULTING SPECIALISTS	FEES/DUES/SUBSCRIPTIONS	455-307	10	2,083.33
11/12/2024		APCH	102749	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - ADJUDICATOR	630-246	30	22,928.50
11/12/2024		APCH	102751#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	126.72
					TELEPHONES	510-201	15	156.96
					PHONE - TELEPHONES	630-201	30	1,808.85
					TELEPHONES	710-201	35	246.50
					CHECK APCHK 102751 TOTAL FOR FUND 01:			2,339.03
11/12/2024		APCH	102753	BETTY MACFARLANE	ACTIVE ADULT PROGRAM	590-517	20	45.00
11/12/2024		APCH	102754	BRYAN'S GARAGE DOOR SOLUTIONS	MAINTENANCE - BUILDING	630-228	30	175.00
11/12/2024		APCH	102755	BUTTREY RENTAL SERVICE, INC.	EQUIPMENT RENTAL	750-290	35	710.20
11/12/2024		APCH	102756	CHRIS JAKUBIAK	ACTIVE ADULT PROGRAM	590-517	20	120.00
11/12/2024		APCH	102757	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35	1,342.50
11/12/2024		APCH	102759#	COMCAST CABLE	INTERNET/WEBSITE HOSTING	640-225	30	241.37
					INTERNET/WEBSITE HOSTING	715-225	35	344.85
					CHECK APCHK 102759 TOTAL FOR FUND 01:			586.22

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
11/12/2024	APCH	102760	COMED		ENERGY - STREET LIGHTS	745-207	35	228.81
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	66.51
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	434.36
					CHECK APCHK 102760 TOTAL FOR FUND 01:			729.68
11/12/2024	APCH	102763	DUPAGE COUNTY ANIMAL CARE & CONT		ANIMAL CONTROL	650-268	30	450.00
11/12/2024	APCH	102765	FLOCK SAFETY		OTHER PROFESSIONAL SERVICES	540-425	30	40,000.00
11/12/2024	APCH	102766	FOX TOWN PLUMBING INC		MAINTENANCE - BUILDING	466-228	10	484.50
11/12/2024	APCH	102767*#	GOVERNMENT INSURANCE NETWORK		EMP DED PAY- INSURANCE	210-204	00	14,531.14
					LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	71.98
					LIFE INSURANCE - COMMISSIONERS	435-148	07	23.60
					HEALTH/DENTAL/LIFE INSURANCE	455-141	10	6,702.43
					LIFE INSURANCE - PLAN COMMISSION	510-340	15	78.47
					HEALTH/DENTAL/LIFE INSURANCE	550-141	20	2,584.76
					HEALTH/DENTAL/LIFE INSURANCE	630-141	30	45,770.35
					HEALTH/DENTAL/LIFE INSURANCE	710-141	35	5,190.53
					HEALTH/DENTAL/LIFE INSURANCE	810-141	40	6,167.98
					CHECK APCHK 102767 TOTAL FOR FUND 01:			81,121.24
11/12/2024	APCH	102768	HAYES MECHANICAL		MAINTENANCE - BUILDING	466-228	10	4,725.00
11/12/2024	APCH	102769	HEARTLAND BUSINESS SYSTEMS, LLC		PHONE - TELEPHONES	455-201	10	240.00
11/12/2024	APCH	102770*#	HOME DEPOT CREDIT SERVICES		MAINTENANCE - BUILDING	466-228	10	196.35
					MAINTENANCE - BUILDING	466-228	10	232.96
					FURNITURE & OFFICE EQUIPMENT	485-611	10	1,545.98
					OPERATING SUPPLIES & EQUIPMENT	710-401	35	843.87
					OPERATING SUPPLIES & EQUIPMENT	710-401	35	138.90
					OPERATING SUPPLIES & EQUIPMENT	710-401	35	960.22
					OPERATING SUPPLIES & EQUIPMENT	710-401	35	39.31
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	84.35
					STREET IMPROVEMENTS	765-685	35	259.20
					CHECK APCHK 102770 TOTAL FOR FUND 01:			4,301.14
11/12/2024	APCH	102771	HOUSEAL LAVIGNE ASSOCIATES LLC		SPECIAL PROJECTS	810-305	40	9,471.25
11/12/2024	APCH	102772	Icon Building Group		BROW21-009 - PB21-166	210-109	00	2,500.00
11/12/2024	APCH	102773	ILLINOIS MUNICIPAL LEAGUE		FEES/DUES/SUBSCRIPTIONS	455-307	10	1,030.00
11/12/2024	APCH	102774	JSN CONTRACTORS SUPPLY		OPERATING SUPPLIES & EQUIPMENT	710-401	35	15.50
					OPERATING SUPPLIES & EQUIPMENT	710-401	35	402.70

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					CHECK APCHK 102774 TOTAL FOR FUND 01:			418.20
11/12/2024	APCH	102775	K FIVE CONSTRUCTION		STREET IMPROVEMENTS	765-685	35	208.00
11/12/2024	APCH	102776	KEVRON PRINTING & DESIGN INC		OFFICE SUPPLIES	810-301	40	468.97
11/12/2024	APCH	102777#	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 102777 TOTAL FOR FUND 01:			600.00
11/12/2024	APCH	102778*#	LAUTERBACH & AMEN LLP		FINANCIAL SERVICES	620-252	25	13,650.00
					FINANCIAL SERVICES	620-252	25	13,650.00
					CHECK APCHK 102778 TOTAL FOR FUND 01:			27,300.00
11/12/2024	APCH	102779	LAW OFFICES STORINO RAMELLO&DURK		FEES - VILLAGE ATTORNEY	470-239	10	14,288.50
					FEES - LABOR COUNSEL	470-242	10	6,851.60
					CHECK APCHK 102779 TOTAL FOR FUND 01:			21,140.10
11/12/2024	APCH	102780	LIBERTYVILLE CHEVROLET		MAINTENANCE - BUILDING	630-228	30	2,227.46
11/12/2024	APCH	102781	LOMAR CODE ENFORCEMENT		CODE ENFORCE INSPECTION	830-119	40	1,552.50
11/12/2024	APCH	102784#	MULTISYSTEM MANAGEMENT COMPANY		MAINTENANCE - BUILDING	466-228	10	1,258.76
					MAINTENANCE - BUILDING	466-228	10	11,880.00
					MAINTENANCE - EQUIPMENT	570-411	20	669.22
					MAINTENANCE - BUILDING	630-228	30	1,258.76
					CHECK APCHK 102784 TOTAL FOR FUND 01:			15,066.74
11/12/2024	APCH	102785	MUNICIPAL ELECTRONICS DIVISION L		OPERATING EQUIPMENT	630-401	30	411.00
11/12/2024	APCH	102786#	NICOR GAS		NICOR GAS (835 MIDWAY)	466-236	10	79.69
					NICOR GAS (825 MIDWAY)	570-235	20	86.72
					NICOR GAS (7760 QUINCY)	630-235	30	194.03
					NICOR GAS	725-415	35	68.06
					CHECK APCHK 102786 TOTAL FOR FUND 01:			428.50
11/12/2024	APCH	102787	NJ RYAN TREE & LANDSCAPE LLC		TREE MAINTENANCE	750-338	35	10,505.00
11/12/2024	APCH	102788#	ODELSON, MURPHEY, FRAZIER		FEES - VILLAGE ATTORNEY	470-239	10	185.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					LEGAL FEES	820-239	40	92.50
					CHECK APCHK 102788 TOTAL FOR FUND 01:			277.50
11/12/2024	APCH	102789#	ORBIS SOLUTIONS		SCHOOLS/CONFERENCES/TRAVEL	455-304	10	280.00
					OFFICE SUPPLIES	610-301	25	3,100.00
					OPERATING EQUIPMENT	630-401	30	1,150.00
					INFORMATIONAL TECH SERVICES	640-308	30	50.00
					CHECK APCHK 102789 TOTAL FOR FUND 01:			4,580.00
11/12/2024	APCH	102790	ORKIN EXTERMINATING		MAINTENANCE - BUILDING	630-228	30	120.99
					MAINTENANCE - BUILDING	630-228	30	(90.99)
					CHECK APCHK 102790 TOTAL FOR FUND 01:			30.00
11/12/2024	APCH	102791	PREMIER WORLD DISCOVERY		ACTIVE ADULT PROGRAM	590-517	20	272.15
11/12/2024	APCH	102792	QUIK IMPRESSIONS GROUP		PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	2,570.00
11/12/2024	APCH	102793	RATHS, RATHS & JOHNSON, INC.		ENGINEERING SERVICES	820-262	40	612.50
11/12/2024	APCH	102794	RAY O'HERRON CO., INC.		OPERATING EQUIPMENT	630-401	30	313.76
					OPERATING EQUIPMENT	630-401	30	180.00
					CHECK APCHK 102794 TOTAL FOR FUND 01:			493.76
11/12/2024	APCH	102795	READY REFRESH		COMMISSARY PROVISION	455-355	10	249.49
11/12/2024	APCH	102796	RYDIN		OFFICE SUPPLIES	810-301	40	651.99
11/12/2024	APCH	102797	SAFE BUILT, LLC		BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	1,680.28
					BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	5,092.94
					CHECK APCHK 102797 TOTAL FOR FUND 01:			6,773.22
11/12/2024	APCH	102798	SEMMER LANDSCAPE		ROUTE 83 BEAUTIFICATION	755-281	35	21,116.25
11/12/2024	APCH	102799	SET ENVIRONMENTAL, INC.		CONTINGENCIES	490-799	10	54,990.39
11/12/2024	APCH	102800*#	TAMELING GRADING		MAINTENANCE - EQUIPMENT	570-411	20	350.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	660.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,622.96
					CHECK APCHK 102800 TOTAL FOR FUND 01:			5,632.96
11/12/2024	APCH	102801	TAMELING INDUSTRIES		STREET IMPROVEMENTS	765-685	35	232.20

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					STREET IMPROVEMENTS	765-685	35	37.80
					STREET IMPROVEMENTS	765-685	35	154.80
					STREET IMPROVEMENTS	765-685	35	193.50
					CHECK APCHK 102801 TOTAL FOR FUND 01:			618.30
11/12/2024	APCH	102802	THE BLUE LINE		PERSONNEL RECRUITMENT	630-131	30	597.00
11/12/2024	APCH	102803	TRANSUNION RISK AND ALTERNATIVE		FEES/DUES/SUBSCRIPTIONS	630-307	30	75.00
11/12/2024	APCH	102805	ULINE		MAINTENANCE - BUILDING	466-228	10	1,310.25
11/12/2024	APCH	102806	UPLAND DESIGN, LTD.		CONTINGENCIES	490-799	10	9,846.90
11/12/2024	APCH	102808	WEST CENTRAL MUNICIPAL CONF.		FEES/DUES/SUBSCRIPTIONS	410-307	05	980.00
11/12/2024	APCH	102809#	WLBK BURR RIDGE CHAMBER OF COM		SCHOOLS/CONFERENCES/TRAVEL	410-304	05	60.00
					TRAINING	555-304	20	60.00
					CHECK APCHK 102809 TOTAL FOR FUND 01:			120.00
11/12/2024	APCH	3(S)	PARTS AUTHORITY LLC		MAINTENANCE - BUILDING	630-228	30	84.16
					MAINTENANCE - BUILDING	630-228	30	(11.41)
					MAINTENANCE - VEHICLES	630-409	30	(72.75)
					CHECK APCHK 3(S) TOTAL FOR FUND 01:			0.00
11/12/2024	APCH	404 (E) #	AMAZON CAPITAL SERVICES		OFFICE SUPPLIES	455-301	10	216.30
					COMMISSARY PROVISION	455-355	10	33.25
					CONTINGENCIES	490-799	10	5,099.83
					CONTINGENCIES	490-799	10	(299.99)
					OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	291.45
					OFFICE SUPPLIES	610-301	25	54.08
					MAINTENANCE - BUILDING	630-228	30	44.91
					OFFICE SUPPLIES	630-301	30	270.37
					OPERATING EQUIPMENT	630-401	30	634.54
					OPERATING EQUIPMENT	630-401	30	(33.10)
					COMMODITIES	670-331	30	746.73
					OFFICE SUPPLIES	710-301	35	532.12
					CHECK APCHK 404(E) TOTAL FOR FUND 01:			7,590.49
					Total for fund 01 GENERAL FUND			382,434.36

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
11/12/2024		APCH	102750	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	1,160.00
11/12/2024		APCH	102761	COMMERCIAL TIRE SERVICE, INC	VEHICLE MAINTENANCE	401-350	50	500.00
11/12/2024		APCH	102767*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,256.71
					HEALTH/DENTAL/LIFE INSURANCE	401-141	50	6,343.99
					CHECK APCHK 102767 TOTAL FOR FUND 02:			7,600.70
11/12/2024		APCH	102770*#	HOME DEPOT CREDIT SERVICES	VEHICLE MAINTENANCE	401-350	50	42.62
11/12/2024		APCH	102778*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	9,100.00
					FINANCIALS SERVICES	401-309	50	9,100.00
					CHECK APCHK 102778 TOTAL FOR FUND 02:			18,200.00
11/12/2024		APCH	102783	MID AMERICAN WATER	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	852.00
					MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	9,337.21
					CHECK APCHK 102783 TOTAL FOR FUND 02:			10,189.21
11/12/2024		APCH	102800*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,468.65
11/12/2024		APCH	102804	TWIG TECHNOLOGIES &	GIS	460-213	50	14,641.80
11/12/2024		APCH	102807	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50	918.09
					POSTAGE & METER RENT	401-311	50	896.25
					CHECK APCHK 102807 TOTAL FOR FUND 02:			1,814.34
11/12/2024		APCH	405 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	153,438.84
					Total for fund 02 WATER FUND			213,056.16

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
11/12/2024		APCH	102752	BEACON ATHLETICS	BORSE PARK PHASE II	600-347	55	857.00
11/12/2024		APCH	102758	COACH CLIFF'S GAGA BALL PITS LLC	CREEKSIDER PARK IMPROVEMENTS	600-345	55	4,756.55
11/12/2024		APCH	102762	DISK GOLF ASSOCIATION LLC	CREEKSIDER PARK IMPROVEMENTS	600-345	55	4,134.00
11/12/2024		APCH	102800*#	TAMELING GRADING	FARMINGDALE TERRACE PROJECT	600-346	55	1,181.00
					Total for fund 10 CAPITAL PROJECT FUND			10,928.55

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DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 10/30/2024 - 11/13/2024

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
11/12/2024		APCH	102764	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	333.50
					LEGAL FEES	401-242	15	890.22
					CHECK APCHK 102764 TOTAL FOR FUND 15:			1,223.72
11/12/2024		APCH	102767*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	418.90
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			1,642.62

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CHECK DATE FROM 10/30/2024 - 11/13/2024

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 17 SERIES 2022 BOND								
11/12/2024		APCH	102782	MALLON AND ASSOCIATES, INC.	OTHER PROFESSIONAL SERVICE (WEDP)	540-425	80	5,044.28
					Total for fund 17 SERIES 2022 BOND			5,044.28
				TOTAL - ALL FUNDS				613,105.97

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

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## BOARD OF TRUSTEES MEETING

**AGENDA ITEM NO: 5.d.****DATE: November 12, 2024****SUBJECT:**

A MOTION FOR A BUDGET AMENDMENT TO THE VAO CONTINGENCY LINE ITEM FOR FUEL MITIGATION AND ENVIRONMENTAL SERVICES PROVIDED BY SET ENVIRONMENTAL, INC.

### STAFF REPORT

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

### PREVIOUS ACTION TAKEN

On September 23, 2024, the Board of Trustees was made aware of an invoice on that evening's warrants list for SET Environmental in the amount of \$95,749.49. The invoice was for previous emergency fuel mitigation and environmental services at 6900 Kingery Hwy/Route 83 to which the Village had responded.

### PURPOSE AND ACTION REQUESTED

On July 11, 2024, after an initial response by Tri-State Fire Protection District, staff was notified of a fuel spill or discharge at 6900 Kingery Hwy/Route 83. Upon arrival, staff confirmed an obvious odor and visual evidence of fuel spilled or discharged around the area of the underground storage tanks utilized by the business located at that address. Further inspection of the stormwater catch basins and adjacent properties identified that fuel had flowed beyond the immediate area of exposure.

This observation triggered an immediate response by the Village to isolate and mitigate the fuel from further contaminating property and the stormwater conveyance system. The required response is supported by language in the EPA General NPDES ILR40 permit under which the Village and DuPage County are co-permittees. The Village is also responsible for certain actions based on the DuPage County Illicit Discharge and Elimination Ordinance originally passed in 2010.

SET Environmental was contacted and a team was immediately dispatched to the scene to begin the multiple mitigation processes required for environmental situations like this. The processes were deemed complete on August 20, 2024, after confirmation by and clearance from the EPA.

Fees paid to SET Environmental total \$150,739.88, of which \$95,749.49 was approved on September 23, 2024. The remaining \$54,990.39 payment is on tonight's warrant list for approval. Staff is working with IRMA to recoup the costs and will notify the Board once the reimbursed funds are received.

### FINANCIAL IMPACT

If approved, the Village will increase the VAO Contingency line item by \$150,739.88 for FY24/25.

### RECOMMENDED ACTION:

Staff recommends passing the motion for a budget amendment.



## BOARD OF TRUSTEES MEETING

**AGENDA ITEM NO: 5.e.****DATE: November 12, 2024****SUBJECT:****VILLAGE-WIDE GIS MAPPING SERVICES:**

- i. A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM (“GISC”)
- ii. A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE MUNICIPAL GIS PARTNERS, INCORPORATED AND THE VILLAGE OF WILLOWBROOK FOR SUPPORT SERVICES IN CONNECTION WITH THE VILLAGE’S GEOGRAPHICAL INFORMATION SYSTEM (“GIS”) AT A COST NOT TO EXCEED \$41,114.60

### STAFF REPORT

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

### PREVIOUS ACTION TAKEN

At the September 23, 2024, Committee of the Whole meeting, the Village Board was presented the membership and program overview of the GIS Consortium as a viable option for Village-wide GIS services. The Village Board unanimously gave staff direction to move forward.

### PURPOSE AND ACTION REQUESTED

Staff requests the Village Board approve and authorize a membership agreement with the GIS Consortium (GISC) and a service provider contract with Municipal GIS Partners (MGP) for municipal GIS services.

### BACKGROUND/SUMMARY

To summarize, the Village’s GIS currently uses ArcGIS software, which staff relies on the Village’s various consulting engineering firms to maintain, develop, and utilize the data for their needs. Although staff has access to selective features of the software, it is not very user friendly particularly due to the infrequency of use by the end users. In addition, there are software licensing fees charged, plus the hourly rates for consulting engineering and information technology staff assistance.

In 1994, the City of Highland Park formed a GIS program based on an in-house staffing approach. As staffing challenges grew, in 1998 Municipal GIS Partners (MGP) introduced an alternate staffing concept for consideration. This model was based on a shared-staffing approach that would provide multiple communities with access to the necessary professional resources without the full-time personnel cost. By sharing staffing, communities could allocate their investment on data, solutions, and staff development. Highland Park invited other communities to help develop the model, and in 1999 the GIS Consortium (GISC) was formed with four other communities. The GISC is now an organization made up of 40+ Chicago-area communities unified by a



common goal to share resources, information, staffing, and technology so municipalities can optimize the value of GIS technology.

At the Village Board's direction, staff submitted a new member application to the GISC in early October that was accepted and followed up with by an interview on October 17, 2024 between the GISC Membership Committee and Village staff. The GISC Membership Committee was very pleased and felt the Village would be a great addition, so they provided an approval recommendation to their Executive Board. On October 23, 2024, that board approved the Village's membership in the consortium. The membership fee for GISC is calculated based on square mileage of the municipality, with a minimum of a 20% share. For Willowbrook, based on 2.57 square miles, the allocation percentage is 20.47%.

GISC membership gave MGP the green light to move forward with executing an agreement to include the Village as a member client. The proposed program from GISC includes the initial 2025 calendar year term being a 10-month period with four additional 12 month/one-year renewals. The Village's five-year program budget is as follows:

2025	2026	2027	2028	2029
\$59,163	\$53,662	\$55,206	\$56,796	\$58,433

The costs outlined are based on a calendar year budget. For budget year one, 2025, an estimated \$8,705 in one-time cost is included for initial software and hardware purchases.

### **FINANCIAL IMPACT**

For fiscal year 24/25, the estimated costs are \$26,765, with the remaining annual 2025 balance of \$32,398 included under the FY 25/26 budget. Moving forward, annual costs will continue to follow the same pattern with four months, January to April, of costs falling in one fiscal year, and the remaining 8 months, May through December, funded in the following fiscal year.

### **RECOMMENDED ACTION:**

Staff is seeking the Village Board approval and authorization for a membership agreement with the GIS Consortium (GISC) and a service provider contract with Municipal GIS Partners (MGP) for municipal GIS services.

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

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AN  
INTERGOVERNMENTAL MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC  
INFORMATION SYSTEM CONSORTIUM (“GISC”)**

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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 has determined that it is in the best interest of the residents of the Village for the Village and the Geographic Information System Consortium (“GISC”) to enter into an Intergovernmental Membership Agreement setting forth the responsibilities of the parties with regard to the operation of a consortium, to develop and share geographic information system consortium information upon the terms contained in that certain Intergovernmental Agreement, attached hereto as Exhibit “A” and made a part hereof; and

**WHEREAS**, the Village has determined that it is in the best interest of the Village to designate Alex Arteaga, Assistant Village Administrator, as Director on behalf of the Village for the GISC governing body, and Rick Valent, Director of Public Works, as the Alternate Director, 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, 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 Geographic Information System Consortium, is hereby authorized and approved. The Mayor of the Village of Willowbrook is hereby directed and authorized to execute, and the Village Clerk is hereby directed and authorized to attest to, said Agreement on behalf of the Village of Willowbrook. A copy of said Intergovernmental Agreement is attached hereto as Exhibit "A" and made a part hereof.

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

**PASSED** and **APPROVED** this 12<sup>th</sup> day of November, 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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Gretchen Boerwinkle, Village Clerk

**EXHIBIT "A"**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF WILLOWBROOK AND THE GEOGRAPHIC INFORMATION SYSTEM  
CONSORTIUM**

MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC  
INFORMATION SYSTEM CONSORTIUM

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the municipalities that have executed this Agreement pursuant to its terms (all municipalities are collectively referred to as “Parties”).

W I T N E S S E T H:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement setting forth the responsibilities of the Parties with regard to the operation of a consortium to develop and share geographic information system information;

WHEREAS, the Parties desire to limit the cost of developing geographic information systems for their communities by participating in group training, joint purchasing and development and innovation sharing;

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the Parties agree as follows:

I. General Purpose

The general purpose of this Agreement is to provide for an organization through which the Parties may jointly and cooperatively procure professional services for the establishment,

operation and maintenance of a geographic information system for the use and benefit of the Parties.

## II. Construction and Definitions

Section 1. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction:

- (a) The singular number includes the plural number and the plural the singular,
- (b) The word “shall” is mandatory; the word “may” is permissive; and
- (c) The masculine gender includes the feminine and neuter

Section 2. When the following words and phrases are used, they shall, for the purposes of this Agreement, have the meanings respectively ascribed to them in this Section, except when the context otherwise indicates.

- (a) “GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM” or “GISC” means the organization created pursuant to this Agreement.
- (b) “GIS,” means geographic information system.
- (c) “BOARD” means the Board of Directors of GISC, consisting of one (1) Director (and one (1) alternate Director) from each governmental unit, which is a member of GISC.
- (d) “CORPORATE AUTHORITIES” means the governing body of the member governmental unit.
- (e) “MEMBER” means a Governmental Unit, which enters into this Agreement and is, at any specific time not in default as set forth in this Agreement.
- (f) “FORMER MEMBER” means any entity, which was once a Member, but has either withdrawn from GISC or whose membership was terminated pursuant to this Agreement.
- (g) “UNIT OF LOCAL GOVERNMENT” or “GOVERNMENTAL UNIT” means and includes any political subdivision of the State of Illinois or any department or agency of the state government or any city, village or any taxing body.
- (h) “SOFTWARE” means computer programs, form designs, user manuals, data specifications and associated documentation.

- (i) “SERVICE PROVIDER” means any professional services firm(s) that GISC designates as the firm(s) to establish, operate, maintain or support geographic information systems, for the Members.
- (j) “SECONDARY SERVICE PROVIDER” means a Service Provider not limited to a supplier of software, hardware, mapping or other services.
- (k) “INTELLECTUAL PROPERTY” means any and all software, data or maps generated by or for GISC. Such intellectual property shall be considered privileged and confidential trade secrets and shall constitute valuable formulae, design and research data or which Members have given substantial consideration.

### III. Membership

Section 1. Any Governmental Unit may be eligible to become a member of GISC.

Section 2. A Governmental Unit desiring to be a member shall execute a counterpart of this Agreement and shall pay initial membership dues of a minimum of Four Thousand Dollars (\$4,000) and a maximum of Twenty Thousand Dollars (\$20,000) to be pro-rated in accordance with the formula contained in Exhibit A. Payment shall be made to the Secretary-Treasurer, or equivalent, of GISC to offset the cost of the legal and administrative expenses of the formation, operation and administration of GISC.

Section 3. Members shall enter into a GIS service contract, with the Service Provider substantially conforming with the agreement attached in Exhibit B or as modified by the GISC Board, within one (1) year of signing this Agreement. Members are expected to enter into any agreements with Secondary Service Providers deemed necessary for the functioning of GISC within a reasonable time as determined by the Board of Directors. Members shall be subject to the provisions of this Agreement, including but not limited to Article XIV.

Section 4. Any Governmental Unit desiring to enter into this Agreement may do so by the duly authorized execution of a counterpart of this Agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the Governmental Unit shall file a duly executed copy of the Agreement, together with a certified copy of the authorizing resolution or other action, with the GISC President. The resolution authorizing the execution of the Agreement shall also designate the first Director and alternate for the Member.

Section 5. The Charter Members shall be the Members consisting of Glencoe, Highland Park, Lincolnshire and Park Ridge.

Section 6. Any Member joining GISC agrees, upon joining, that if it is to become a Former Member, it will be bound by all of the obligations of a Former Member as set forth in this Agreement.

Section 7. Former members will require a favorable vote of two-thirds (2/3) majority of the Board of Directors in order to rejoin the GISC.

#### IV. Board of Directors

Section 1. The governing body of GISC shall be its Board of Directors. Each Member shall be entitled to one (1) Director, who shall have one (1) vote.

Section 2. Each Member shall also be entitled to one Alternate Director who shall be entitled to attend meetings of the Board and who may vote in the absence of the Member's Director.

Section 3. The Corporate Authorities of each Member shall appoint Directors and Alternate Directors. In order for GISC to develop data processing and management information systems of maximum value to Member Governmental Units, the Members shall appoint, as their Director and Alternate, a chief administrative officer, a department head and employees with significant management responsibility and experience. Directors and Alternates shall serve without compensation from GISC.

Section 4. A vacancy shall immediately occur in the office of any Director upon his resignation, death, removal by the Corporate Authorities of the Member, or ceasing to be an employee of the Member.

#### V. Powers and Duties of the Board

Section 1. The powers and duties of the Board shall include the powers set forth in this Article.

Section 2. It shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization in negotiating with a Service Provider to determine

annual rates and usage levels for the members and other ancillary powers to administer GISC.

Section 3. It may establish and collect membership dues.

Section 4. It may establish and collect charges for its services to Members and to others.

Section 5. It may exercise any other power necessary and incidental to the implementation of its powers and duties.

## VI. Officers

Section 1. The officers of the Executive Board and their powers and duties are defined in the By-Laws.

## VII. Financial Matters

Section 1. The fiscal year of GISC shall be the calendar year.

Section 2. An annual budget for the next fiscal year shall be adopted by the Board at the annual meeting by December 31st of each year. Copies shall be provided to the chief administrative officer of each Member.

Section 3. The Board shall have authority to adjust cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of GISC.

Section 4. Billings for all charges shall be made by the Board and shall be due when rendered. Any Member whose charges have not been paid within 90 days after billing shall be in default and shall not be entitled to further voting privileges or to have its director hold any office on the Board and shall not use any GISC facilities or programs until such time as such Member is no longer in default. Members in default shall be subject to the provisions within this Agreement. In the event that such charges have not been paid within 90 days of such billing, such defaulting Member shall be deemed to have given, on such 90<sup>th</sup> day, notice of withdrawal from membership. In the event of a bona fide dispute between the Member and the Board as to the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it. Withdrawal shall not relieve any such Member from its financial obligations as

set forth in this Agreement.

Section 5. Nothing contained in this Agreement shall prevent the Board from charging nonmembers for services rendered by GISC, on such basis, as the Board shall deem appropriate.

Section 6. It is anticipated that certain Members may be in a position to extend special financial assistance to GISC in the form of grants. The Board may credit any such grants against any charges, which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges, which have been made or in the future may be made against one or more specified Members.

Section 7. The Board, in accordance with procedures established in the By-Laws may expend board funds. The Board must authorize all expenditures by simple majority.

## VIII. Termination of Membership

Section 1. Failure to enter into an agreement with the Service Provider within one (1) year of GISC's designation of the Service Provider shall be cause for the termination of membership. A 30-day written notice will be given to a Member that fails to enter into an agreement with the Service Provider as provided in this Section. Upon the failure to enter into an agreement at the end of the thirty-day (30) notice period, its membership shall be terminated.

Section 2. Failure to enter into an agreement within thirty 30 days of expiration of the previous agreement with Service Provider shall result in membership termination.

Section 3. A member may be terminated for cause based on an affirmative vote of two-thirds (2/3) of the Board of Directors.

Section 4. Upon termination of any Member, the Member shall be responsible for:

- (a) All of its pro-rated share of any obligations;
- (b) Its share of all charges to the effective date of termination; and
- (c) Any contractual obligations it has separately incurred with GISC or the Service Provider.

Section 5. A Member terminated from membership at a time when such termination does not result in dissolution of GISC, shall forfeit its claim to any assets of GISC. Any terminated

Member shall be subject to the provisions described elsewhere in this agreement.

## IX. Withdrawal

Section 1. Any Member may at any time give written notice of withdrawal from GISC. The nonpayment of charges as set forth in this Agreement or the refusal or declination of any member to be bound by any obligation to GISC shall constitute written notice of withdrawal.

- (a) Actual withdrawal shall not take effect for a period of six (6) months from the date of such notification.
- (b) Upon effective withdrawal the withdrawing member shall continue to be responsible for:
  - (i) All of its pro-rated share of any obligations;
  - (ii) Its share of all charges to the effective date of termination;
  - (iii) Any contractual obligations it has separately incurred with GISC or the Service Provider(s).

Section 2. A Member withdrawing from membership at a time when such withdrawal does not result in dissolution of GISC shall forfeit its claim to any assets of GISC. Any Member that withdraws shall be subject to the provisions of this Agreement. In addition, any Member withdrawing shall promptly remove, at its own expense, any and all software, maps or other data that was not developed exclusively for the Member's benefit, except under terms as provided for elsewhere in this Agreement. The withdrawing Member shall, within thirty (30) days of withdrawal, file a certification with the Board, verifying compliance with this Section.

## X. Dissolution

Section 1. GISC shall be dissolved whenever:

- (a) A sufficient number of Members withdraw from GISC to reduce the total number of Members to less than two (2) or
- (b) By two-thirds (2/3) vote of all Directors.

Section 2. In the event of dissolution, the Board shall determine the procedures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as

circumstances permit subject to the provisions of this Agreement.

Section 3. Upon dissolution, after payment of all obligations the remaining assets of GISC shall be distributed among the then existing Members in proportion to their contributions to GISC during the entire period of such Member's membership, as determined by the Board. The computer software that GISC developed for its membership shall be available to the Members, subject to such reasonable rules and regulations, as the Board shall determine.

Section 4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members and Former Member in accordance with obligations as described in Article IX on a pro-rata basis, the pro-rata basis is calculated from the Members' contributions to GISC during the two (2) years preceding the date of the vote to dissolve.

Section 5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by GISC:

- (a) All such software shall be an asset of GISC.
- (b) A Member may use any software developed during its membership in accordance with this agreement, upon:
  - (i) Paying any unpaid sums due GISC,
  - (ii) Paying the costs of taking such software, and
  - (iii) Complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which any Member must take such software.

## XI. General Conditions

Section 1. Notice. All notices hereunder shall be in writing, and shall be deemed given when delivered in person or by United States certified mail, with return receipt requested, and if mailed, with postage prepaid. All notices shall be addressed as follows:

If to GISC:

President of GISC

With a copy to the GISC Secretary-Treasurer, or equivalent.

If to Member:

Each party shall have the right to designate other addresses for service of notices, provided notice of change of address is duly given.

Section 2. The Parties certify that they are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that they each have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

## XII. Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms or until GISC is dissolved.

## XIII. Member Software Usage

Section 1. No Member or Former Member shall:

- (a) Permit any other parties to use, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on the software;
- (b) Copy the software, unless part of normal backup procedures;
- (c) Sell, rent, lease, license, give away or grant a security interest in or otherwise transfer rights to the software; or
- (d) Remove any proprietary notices or labels on the software without written permission from the Board.

Section 2. In the event of default, withdrawal or termination of membership of a

Member, that Member may use, under license granted by the Board, any software developed during its membership upon:

- (a) Paying to the Board any unpaid sums due GISC and
- (b) Paying any reasonable costs established by the Board for licensing such software.

#### XIV. Service Provider

Section 1. For the purposes of this article, the Service Provider is defined as the Service Provider and Secondary Service Provider.

Section 2. The term of any Service Provider shall be as set forth in the Service Provider Agreement.

Section 3. The Board may at any time by a majority vote name a new Service Provider, whose term shall begin at such time as the Board may authorize.

Section 4. A Service Provider's term shall be renewed upon such terms as the Board may approve.

Section 5. The Board may terminate the services of a Service Provider at any time, subject only to the Service Provider agreement.

Section 6. The Board may enter into agreements with more than one Service Provider if it deems it appropriate to do so.

#### XV. Intellectual Property

Section 1. Members agree that no assignments, licenses, sales, authorization of reuse by others, giveaways, transfer or any other grant of Intellectual Property rights will be made to any third party without written permission from the Board.

Section 2. It is understood that this Agreement does not grant to any Member or any employees, partners or other business associates thereof, any rights in any Intellectual Property or any inherent protectable interests, except those specifically provided by this Agreement.

#### XVI. Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as GISC and the Members or additional Members shall preserve undestroyed, shall together constitute but one and the same instrument.

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## EXHIBIT A

### INITIAL MEMBERSHIP DUES FORMULA

Membership Fee = Basis x Allocation

Where: Basis = \$20,000

Allocation = Calculated by Consortium for member based on size, density, and other considerations

#### Fee Illustration

Allocation	Membership Fee
0%	NA
20%	\$4,000
30%	\$6,000
40%	\$8,000
50%	\$10,000
60%	\$12,000
70%	\$14,000
80%	\$16,000
90%	\$18,000
100%	\$20,000

## EXHIBIT B

### GIS Consortium Service Provider Contract

## GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of March, 2025 (the “**Effective Date**”), by and between the Village of Willowbrook, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

**WHEREAS**, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

**WHEREAS**, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

**WHEREAS**, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

**WHEREAS**, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

### SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

## **SECTION 2 PERFORMANCE OF WORK**

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the "***Municipality Manager***") in accordance with the terms set forth in this Contract and each relevant Statement of Work.

## **SECTION 3 RELATIONSHIP OF PARTIES**

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

## **SECTION 4 PAYMENT TO THE CONSULTANT**

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for ten (10) months (the "**Initial Term**").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "**Renewal Term**").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

## SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

## SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

## **SECTION 8 ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES**

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GISC Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

## SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "*Municipal Materials*") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "*Third-Party Materials*" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "*GISC Materials*").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("*Confidential Information*"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary

information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

**9.5 Dissemination of Confidential Information.** Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

**9.6 Freedom of Information Act Requests.** Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or

the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

## **SECTION 10 LIMITATION OF LIABILITY**

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE**

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

## SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "Act"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this 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. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant 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 the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "Applicable Regulations")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant 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 the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "Department") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract 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 Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant 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.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“*Dispute*”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527  
Attention: Rick Valent  
E-mail: [rvalent@willowbrook.il.us](mailto:rvalent@willowbrook.il.us)

If to Consultant: Municipal GIS Partners, Incorporated  
701 Lee Street, Suite 1020  
Des Plaines, IL 60016  
Attention: Thomas Thomey  
E-mail: [tthomey@mgpinc.com](mailto:tthomey@mgpinc.com)

12.16 **Force Majeure**. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "***Force Majeure***"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

**REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

**VILLAGE OF WILLOWBROOK**

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

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

ATTEST:

**CONSULTANT: MUNICIPAL GIS  
PARTNERS, INCORPORATED**

By: Donna J. Thomey  
Name: Donna Thomey  
Its: Management Support Specialist

By: Thomas A. Thomey  
Name: Thomas A. Thomey  
Its: President

**Attachment 1**

**Statement of Work  
to  
GIS Consortium Service Provider Contract**

(see attached)



[www.mgpinc.com](http://www.mgpinc.com)

## Attachment 1 - Statement of Work

### To GIS Consortium Service Provider Contract

#### About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

#### General Purpose

The Consultant will perform all or part of the Village of Willowbrook (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

#### Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

#### Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

### Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

### Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

### **Staffing Allocation**

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

**Agreement Period: March 1, 2025, through December 31, 2025**

**Direct Program Hours: 275**

**Onsite presence: Average of 3.09 days per month**; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

### Fees and Expenses

The fee for the staffing allocation set forth above is **\$4,011.46** per month. The total contract value for the agreement period is **\$40,114.60**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

### **Included Services**

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

### **Staffing and Program Management**

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation

5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

## **Data Management**

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

### Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

### Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

### Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

## **Products and Solutions**

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

### Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows
2. **Address Verification:** A product to assess and score community address quality across department systems
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Emergency Management Suite:** A tool to centralize emergency event data collection, monitoring, and communication for better decision-making and resource planning
7. **Local Government Data Model:** A database standard developed for, and in partnership with, members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Real-Time Solutions:** A tool to consume and visualize data from real-time sensors and assets
10. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way

### Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.

**Attachment 2**

**Insurance  
to  
GIS Consortium Service Provider Contract**

(see attached)



## Attachment 2 - Insurance

### To GIS Consortium Service Provider Contract

#### Consultant's Insurance

Consultant shall procure and maintain, for the duration of this 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 hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

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

1. General Liability and Automobile Liability Coverages: The Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
2. The Consultant's insurance coverage shall be primary as respects the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers.
4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant'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.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

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

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Creation of a Geographic Information System Consortium to be executed in the Members respective name, and have caused this Agreement for the Creation of a Geographic Information System Consortium to be attested, all by their duly authorized officers and representatives, and have caused the Agreement for the Creation of a Geographic Information System Consortium to be dated this \_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ of \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
Village/City Clerk

Seal



## BOARD OF TRUSTEES MEETING

**AGENDA ITEM NO: 5.e.ii.****DATE: November 12, 2024****SUBJECT:****VILLAGE-WIDE GIS MAPPING SERVICES:**

- i. A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM (“GISC”)
- ii. A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE MUNICIPAL GIS PARTNERS, INCORPORATED AND THE VILLAGE OF WILLOWBROOK FOR SUPPORT SERVICES IN CONNECTION WITH THE VILLAGE’S GEOGRAPHICAL INFORMATION SYSTEM (“GIS”) AT A COST NOT TO EXCEED \$41,114.60

### STAFF REPORT

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

### PREVIOUS ACTION TAKEN

At the September 23, 2024, Committee of the Whole meeting, the Village Board was presented the membership and program overview of the GIS Consortium as a viable option for Village-wide GIS services. The Village Board unanimously gave staff direction to move forward.

### PURPOSE AND ACTION REQUESTED

Staff requests the Village Board approve and authorize a membership agreement with the GIS Consortium (GISC) and a service provider contract with Municipal GIS Partners (MGP) for municipal GIS services.

### BACKGROUND/SUMMARY

To summarize, the Village’s GIS currently uses ArcGIS software, which staff relies on the Village’s various consulting engineering firms to maintain, develop, and utilize the data for their needs. Although staff has access to selective features of the software, it is not very user friendly particularly due to the infrequency of use by the end users. In addition, there are software licensing fees charged, plus the hourly rates for consulting engineering and information technology staff assistance.

In 1994, the City of Highland Park formed a GIS program based on an in-house staffing approach. As staffing challenges grew, in 1998 Municipal GIS Partners (MGP) introduced an alternate staffing concept for consideration. This model was based on a shared-staffing approach that would provide multiple communities with access to the necessary professional resources without the full-time personnel cost. By sharing staffing, communities could allocate their investment on data, solutions, and staff development. Highland Park invited other communities to help develop the model, and in 1999 the GIS Consortium (GISC) was formed with four other communities. The GISC is now an organization made up of 40+ Chicago-area communities unified by a



common goal to share resources, information, staffing, and technology so municipalities can optimize the value of GIS technology.

At the Village Board's direction, staff submitted a new member application to the GISC in early October that was accepted and followed up with by an interview on October 17, 2024 between the GISC Membership Committee and Village staff. The GISC Membership Committee was very pleased and felt the Village would be a great addition, so they provided an approval recommendation to their Executive Board. On October 23, 2024, that board approved the Village's membership in the consortium. The membership fee for GISC is calculated based on square mileage of the municipality, with a minimum of a 20% share. For Willowbrook, based on 2.57 square miles, the allocation percentage is 20.47%.

GISC membership gave MGP the green light to move forward with executing an agreement to include the Village as a member client. The proposed program from GISC includes the initial 2025 calendar year term being a 10-month period with four additional 12 month/one-year renewals. The Village's five-year program budget is as follows:

2025	2026	2027	2028	2029
\$59,163	\$53,662	\$55,206	\$56,796	\$58,433

The costs outlined are based on a calendar year budget. For budget year one, 2025, an estimated \$8,705 in one-time cost is included for initial software and hardware purchases.

### **FINANCIAL IMPACT**

For fiscal year 24/25, the estimated costs are \$26,765, with the remaining annual 2025 balance of \$32,398 included under the FY 25/26 budget. Moving forward, annual costs will continue to follow the same pattern with four months, January to April, of costs falling in one fiscal year, and the remaining 8 months, May through December, funded in the following fiscal year.

### **RECOMMENDED ACTION:**

Staff is seeking the Village Board approval and authorization for a membership agreement with the GIS Consortium (GISC) and a service provider contract with Municipal GIS Partners (MGP) for municipal GIS services.

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

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND  
AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE  
MUNICIPAL GIS PARTNERS, INCORPORATED AND THE VILLAGE OF  
WILLOWBROOK FOR SUPPORT SERVICES IN CONNECTION WITH THE  
VILLAGE'S GEOGRAPHICAL INFORMATION SYSTEM ("GIS")  
AT A COST NOT TO EXCEED \$41,114.60**

---

**WHEREAS**, the corporate authorities of the Village of Willowbrook (the "Village") previously approved a certain Intergovernmental Grant Agreement ("IGA") between the Village and the Geographic Information System Consortium ("GISC"); and

**WHEREAS**, the GISC specifies the use of the GIS Consortium's services provider, Municipal GIS Partners, Incorporated, responsible for providing the necessary professional staffing resource support services in connection with the Village's geographical information system.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the proposal and Agreement from Municipal GIS Partners, Incorporated, attached hereto as Exhibit "A", is hereby approved, at a total cost not to exceed Forty Thousand One Hundred Fourteen and 60/100ths Dollars (\$40,114.60).

**BE IT FURTHER RESOLVED** that the Village Mayor be and is hereby authorized and directed to execute said Agreement on behalf of the Village, attached hereto as Exhibit "A".

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BE IT FURTHER RESOLVED** that this resolution shall be in full force and effect from and after its passage of approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 12<sup>th</sup> day of November, 2024 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

---

Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

**GIS CONSORTIUM SERVICE PROVIDER CONTRACT  
MUNICIPAL GIS PARTNERS, INCORPORATED**

## GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of March, 2025 (the “**Effective Date**”), by and between the Village of Willowbrook, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

**WHEREAS**, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

**WHEREAS**, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

**WHEREAS**, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

**WHEREAS**, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

### SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 **Contract Governs.** If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

## **SECTION 2 PERFORMANCE OF WORK**

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the "***Municipality Manager***") in accordance with the terms set forth in this Contract and each relevant Statement of Work.

## **SECTION 3 RELATIONSHIP OF PARTIES**

3.1 **Independent Contractor.** The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 **Consultant and Employees.** Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 **No Authority to Bind.** Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

## **SECTION 4 PAYMENT TO THE CONSULTANT**

4.1 **Payment Terms.** The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## **SECTION 5 TERM**

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for ten (10) months (the "**Initial Term**").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "**Renewal Term**").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

## **SECTION 6 TERMINATION OF CONTRACT**

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

## SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

**7.5 Non-Solicitation of Consultant Employees.** The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

## **SECTION 8 ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES**

**8.1 Facilities, Equipment, and Records.** The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

**8.2 Backup and Recovery Systems.** The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GISC Materials and Services within a reasonable period of time following a disaster or outage.

**8.3 Right of Entry; Limited Access.** Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

## SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("***Confidential Information***"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary

information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

**9.5 Dissemination of Confidential Information.** Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

**9.6 Freedom of Information Act Requests.** Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or

the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

## **SECTION 10 LIMITATION OF LIABILITY**

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE**

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

## SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "Act"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this 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. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant 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 the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "Applicable Regulations")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant 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 the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "Department") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract 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 Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant 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.

**12.2 No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

**12.3 Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

**12.4 Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

**12.5 Assignments and Successors.** This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“*Dispute*”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527  
Attention: Rick Valent  
E-mail: [rvalent@willowbrook.il.us](mailto:rvalent@willowbrook.il.us)

If to Consultant: Municipal GIS Partners, Incorporated  
701 Lee Street, Suite 1020  
Des Plaines, IL 60016  
Attention: Thomas Thomey  
E-mail: [tthomey@mgpinc.com](mailto:tthomey@mgpinc.com)

**12.16 Force Majeure.** No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "**Force Majeure**"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

**[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

**VILLAGE OF WILLOWBROOK**

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

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

ATTEST:

**CONSULTANT: MUNICIPAL GIS  
PARTNERS, INCORPORATED**

By: Donna J. Thomey  
Name: Donna Thomey  
Its: Management Support Specialist

By: Thomas A. Thomey  
Name: Thomas A. Thomey  
Its: President

**Attachment 1**

**Statement of Work  
to  
GIS Consortium Service Provider Contract**

(see attached)



[www.mgpinc.com](http://www.mgpinc.com)

## Attachment 1 - Statement of Work

### To GIS Consortium Service Provider Contract

#### About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

#### General Purpose

The Consultant will perform all or part of the Village of Willowbrook (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

#### Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

#### Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

### Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

### Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

### **Staffing Allocation**

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

**Agreement Period: March 1, 2025, through December 31, 2025**

**Direct Program Hours: 275**

**Onsite presence: Average of 3.09 days per month**; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

### Fees and Expenses

The fee for the staffing allocation set forth above is **\$4,011.46** per month. The total contract value for the agreement period is **\$40,114.60**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

### **Included Services**

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

### **Staffing and Program Management**

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation

5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

## **Data Management**

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

### Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

### Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

### Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

## **Products and Solutions**

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

## Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows
2. **Address Verification:** A product to assess and score community address quality across department systems
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Emergency Management Suite:** A tool to centralize emergency event data collection, monitoring, and communication for better decision-making and resource planning
7. **Local Government Data Model:** A database standard developed for, and in partnership with, members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Real-Time Solutions:** A tool to consume and visualize data from real-time sensors and assets
10. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way

## Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.

**Attachment 2**

**Insurance  
to  
GIS Consortium Service Provider Contract**

(see attached)



## Attachment 2 - Insurance

### To GIS Consortium Service Provider Contract

#### Consultant's Insurance

Consultant shall procure and maintain, for the duration of this 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 hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

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

1. General Liability and Automobile Liability Coverages: The Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
2. The Consultant's insurance coverage shall be primary as respects the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers.
4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant'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.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

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

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.



## BOARD OF TRUSTEES MEETING

**AGENDA ITEM NO: 5.f.**

**DATE:** November 12, 2024

**SUBJECT:**

AN ORDINANCE AMENDING TITLE 4 ENTITLED "MUNICIPAL SERVICES" OF THE VILLAGE OF WILLOWBROOK MUNICIPAL CODE BY ADDING THERETO CHAPTER 9 ENTITLED "VACANT BUILDING AND PROPERTY REGULATIONS"

### STAFF REPORT

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

### PREVIOUS ACTION TAKEN

The Board provided unanimous support for this ordinance at the October 28<sup>th</sup>, 2024 Committee of the Whole meeting.

### PURPOSE AND ACTION REQUESTED

The proposed ordinance outlines a comprehensive framework for managing vacant properties within the Village to maintain public health, safety, and neighborhood stability.

### BACKGROUND/SUMMARY

Over the past ten years, the Village has dramatically increased its code enforcement, and property maintenance ordinances to better maintain the commercial, industrial, and residential districts. However, existing regulations don't properly address vacant and underutilized buildings, which leads to concerns about public safety, property value decline, and neighborhood quality. The proposed Vacant Building and Property Regulations Ordinance offers a proactive approach to managing and mitigating the negative impacts of these properties. This ordinance is intended to:

- **Identify and Register Vacant Properties:** Establish a process for tracking vacant buildings through registration.
- **Promote Property Maintenance:** Ensure that property owners maintain vacant buildings in compliance with Village codes to avoid blight and health hazards.
- **Enforce Accountability:** Impose penalties on property owners who fail to comply with registration, inspection, and maintenance requirements.



## *Overview of Key Policy Provisions*

- **Definition of a Vacant Building:**
  - A building will be classified as vacant if it is unoccupied for 180 days, poses a public nuisance, or fails to meet Village safety codes. Exceptions apply for properties undergoing active renovation.
- **Registration and Inspection Requirements:**
  - Owners of vacant properties must register within 30 days of notification and renew annually with a \$200 fee.
  - A \$300 inspection fee will be assessed to cover the cost of compliance inspections.
- **Maintenance and Security Obligations:**
  - Owners must submit a maintenance plan and keep properties secure to prevent unauthorized entry.
  - If properties are boarded, they may not remain in that state for longer than six months without approval.
- **Insurance Requirements:**
  - Liability insurance must be obtained, with coverage amounts ranging from \$500,000 to \$2,000,000 depending on the type and size of the property.
- **Enforcement and Penalties:**
  - Daily fines ranging from \$100 to \$750 will be imposed for non-compliance.
  - The Village may also take corrective action, including demolition or appointment of a receiver if owners fail to comply.

## STAFF ANALYSIS AND CONSIDERATIONS

### *The proposed ordinance offers several benefits for the Village:*

1. Reduces Safety Risks and Nuisances: Proactive regulation minimizes hazards and criminal activity associated with vacant properties.
2. Maintains Property Values: Ensures that vacant properties do not negatively impact surrounding neighborhoods.

However, staff also acknowledges the need to balance these goals with property owners' rights and compliance costs. Public outreach and communication will be critical if the ordinance is adopted.

## FINANCIAL IMPACT

There are fines and fees associated with this program which will not raise any substantial revenue.

## RECOMMENDED ACTION:

Staff recommends approval of the ordinance.

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

**AN ORDINANCE AMENDING TITLE 4 ENTITLED  
“MUNICIPAL SERVICES” OF THE VILLAGE OF WILLOWBROOK MUNICIPAL  
CODE BY ADDING THERETO CHAPTER 9 ENTITLED “VACANT BUILDING AND  
PROPERTY REGULATIONS”**

**WHEREAS**, the Village of Willowbrook, DuPage County, Illinois, is a home rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois; and

**WHEREAS**, the Corporate Authorities of the Village of Willowbrook have determined that it is in the best interest of the Village of Willowbrook to protect the public health, safety and welfare by amending Title 4 of the Village Code of Ordinances, in the manner hereinafter set forth, to establish a program for the identification, registration, and regulation of vacant buildings; determine the responsibilities of owners of vacant buildings; and provide for the administration, enforcement and imposition of penalties in order to prohibit blight and protect the community.

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

**SECTION ONE. Recitals.** The foregoing recitals are adopted as express findings of the Corporate Authorities of the Village of Willowbrook and are incorporated herein by specific reference.

**SECTION TWO.** That Title 4 entitled “Municipal Services” of the Municipal Code of the Village of Willowbrook, as amended, is hereby further amended by adding thereto Chapter 9 entitled “Vacant Building and Property Regulations”, to read as follows:

**CHAPTER 9 – VACANT BUILDING AND PROPERTY REGULATIONS.**

**4.9-1: PURPOSE:**

The purpose of this chapter is to protect the public health, safety, and welfare by enactment of this chapter which:

A. Establishes a program for identification, registration, and regulation of buildings which are or become vacant on and after the effective date of this chapter.

B. Determines the responsibilities of owners of vacant buildings.

C. Provides for administration, enforcement, including abatement of public nuisances, and imposition of penalties in order to prohibit blight and protect the community.

This chapter shall be construed liberally to effect its purposes.

**4.9-2: OTHER ORDINANCES:**

This chapter shall not be construed to prevent the enforcement of other applicable ordinances, codes, legislation, and regulations which prescribe standards other than are provided herein, and in the event of conflict, the most restrictive shall apply.

**4.9-3: DEFINITIONS:**

Unless otherwise expressly stated or clearly indicated by the context, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section:

**BOARDED BUILDING:** A building which has had, in a manner intended to be temporary or permanent, any or all openings, which openings are windows or doors which were present for the purpose of light, ventilation or egress, some material whether opaque, solid or transparent, affixed to such openings, from the interior or exterior of the building, for the purpose of securing or preventing access or damage to the building or its components.

**BUILDING:** Anything constructed for shelter or enclosure of persons, animals or chattels, of any kind, and which is permanently affixed to the land.

**COMMUNITY DEVELOPMENT DEPARTMENT:** The community development director or his or her designee, which shall be supervised and administered by the Director of Community Development, who shall be appointed by the Village Mayor, with the advice and consent of the Board of Trustees.

**OWNER:** Any person who, alone, jointly or severally with others, holds legal or equitable title to any dwelling, rooming house, dwelling unit or rooming unit.

**PERSON:** Any person, firm or corporation, public or private, the State of Illinois and its agencies or political subdivision, and the United States of America, its agencies and instrumentalities, and any agent, servant, officer or employee of any of the foregoing.

**PREMISES:** A lot or parcel of land together with the buildings and structures located thereon.

**PUBLIC NUISANCE:** Includes the following:

A. The physical condition, or uses of any building regarded as a public nuisance at common law, under the Illinois Compiled Statutes, or under this code; or

B. Any physical condition, use or occupancy of any building or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations, and unsafe fences or structures; or

- C. Any building which has unsanitary sewerage or plumbing facilities; or
- D. Any building designated by the community development department as unsafe for human habitation or use; or
- E. Any building which is manifestly capable of being a fire hazard, or manifestly unsafe or insecure as to endanger life, limb or property; or
- F. Any building which is unsanitary, or which is littered with rubbish or garbage, or which has an uncontrolled growth of weeds; or
- G. Any building that is dangerous, in a state of dilapidation, deterioration or decay; faulty construction; open or vacant and the doors, windows, or other openings are boarded up or secured, by any means other than conventional methods used in the design of the building or permitted for new construction of similar type; damaged by fire to the extent as not to provide shelter, in danger of collapse or failure and dangerous to anyone on or near the premises; or
- H. Any building defined as a "dangerous building" by this section, as it may be amended.
- I. Any other declarations of public nuisance, as stated in Section 6-2-2 of the Village Municipal Code.

**UNOCCUPIED BUILDING:** A building or portion thereof which lacks the habitual presence of human beings who have a legal right to be on the premises, including buildings ordered vacated by the community development director pursuant to authority granted to him by this code.

In determining whether a building is "unoccupied", the community development department may consider these factors, among others:

- A. A building at which substantially all lawful residential or business activity has ceased.
- B. The percentage of the overall square footage of occupied to unoccupied space or the overall number of occupied and unoccupied units shall be considered.
- C. The building is substantially devoid of contents. The condition and value of fixtures or personal property in the building are relevant to this determination.
- D. The building lacks utility services, i.e., water, sewer, electric, or natural gas.
- E. The building is the subject of a foreclosure action.
- F. The building is not actively for sale as part of a contractual agreement to sell the building, the building lacks "for sale", "for rent", or similar signage.
- G. The presence or recurrence of uncorrected code violations.

**VACANT BUILDING:** A building or portion of a building which is:

- A. Unoccupied and unsecured; or

- B. Unoccupied and secured by boarding or other similar means; or
- C. Unoccupied and a dangerous structure; or
- D. Unoccupied and condemned by the community development department pursuant to applicable provisions of this code; or
- E. Unoccupied and has multiple code violations; or
- F. Unoccupied and the building or its premises has been the site of unlawful activity within the previous six (6) months; or
- G. Condemned by the community development department and unlawfully occupied; or
- H. Unoccupied for over one hundred eighty (180) days and during which time the community development department has issued an order to correct public nuisance conditions and same have not been corrected in a code compliant manner; or

But not including: Unoccupied buildings which are undergoing construction, renovation, or rehabilitation and which are in compliance with all applicable ordinances, codes, legislation, and regulations, and for which construction, renovation, or rehabilitation is proceeding diligently to completion.

#### **4-9-4: DETERMINATION:**

Within sixty (60) days after the effective date of this chapter, the community development director shall evaluate all buildings in the village he believes to be unoccupied on the effective date of this chapter and make a determination for each as to whether the building is a "vacant building" within the meaning of section 4-9-3 of this chapter. The community development director may determine that a building which meets any of the criteria set forth in section 4-9-3 of this chapter is not to be regulated under this chapter for a stated period, if upon consideration of reliable, substantiated and sufficient evidence, he or she determines that regulation of the building under this chapter would not serve the public health, welfare, and safety and makes written findings in support of his decision. The determination shall be in writing and shall state the factual basis for the determination. For buildings the community development director determines to be "vacant buildings", he shall, within seven (7) days of making that determination, send notice of his written determination with the factual findings to the last taxpayer of record listed on the most recent DuPage County tax roll. Said notice of determination shall be sent first class United States mail, with proper postage prepaid. Failure of delivery shall not excuse a person from complying with this chapter. The community development director or his or her designee may personally serve or cause personal service of the notice of determination. Any person making such service shall execute an affidavit attesting to the facts of service. The community development director shall maintain an affidavit of such mailing for each notice of determination sent.

The notice shall specify a date and time on which the owner shall allow for a code compliance inspection of the interior of the vacant building to determine the extent of compliance with village property, building codes, health, fire, water and sewer codes. The owner shall pay the three hundred dollar (\$300.00) inspection fee to the village within thirty (30) days of the inspection. An unpaid fee shall be a lien upon the premises.

The notice shall contain a statement of the obligations of the owner of a building determined to be a vacant building, a copy of the registration form the owner is required to file pursuant to section 4-9-5 of this chapter, and a notice of the owner's right to appeal the community development director's determination.

**4-9-5: APPEAL OF DETERMINATION:**

A. An owner of a building determined by the community development director to be a vacant building as provided for in this chapter may appeal that determination to the village administrator. Such appeal shall be in writing and shall be filed with the village administrator within fifteen (15) days of the date of mailing of the notice of determination. The filing of an appeal stays the owner's obligation to register his building as required by this chapter. The appeal shall contain a complete statement of the reasons the owner disputes the community development director's determination, shall set forth specific facts in support thereof, and shall include all evidence the owner relies upon to support the appeal. The village administrator shall decide the appeal on the basis of facts presented by the owner in his or her written appeal and the community development director's written determination.

B. The burden is upon the owner to present sufficient evidence to persuade the village administrator that had the evidence been known to the community development director at the time the community development director made the determination, the community development director would more likely than not have determined that the subject building was not a "vacant building" within the meaning of this chapter.

C. The village administrator shall send written notice of its decision to the owner within ten (10) days of receipt of the appeal. The village administrator may, but is not required to, seek additional information from the owner. The village administrator may, upon written notice thereof to the owner, take no more than ten (10) additional days, to decide the appeal if it is determined that such additional time is required for consideration of the appeal.

D. An owner may, within fourteen (14) days of the village administrator's decision, appeal such adverse decision to the Village Board of Trustees. The Village Board of Trustees shall, by a majority vote of the Trustees, sustain or reverse the decision of the village administrator. The decision of the Village Board of Trustees shall be final.

E. An owner who wishes to challenge applicability of this chapter to his/her building without the community development director's determination having been made, shall set forth specific facts to support non-applicability in writing to the community development department. In the event the community development director determines that the subject building is a "vacant building", the owner shall have the right to appeal the community development director's determination to the village administrator as provided for herein.

**4-9-6: OBLIGATION TO REGISTER:**

The owner of a building who knows, or from all the facts and circumstances should know, that his or her building is or has become a "vacant building" within the meaning of this chapter after the effective date of this chapter or the owner of a building, which the community development director determines at any time to be a "vacant building", or the owner of a building whose appeal from the community development director's determination has been denied by the village

administrator shall take the actions provided for in this section within thirty (30) days after either the date of the community development director's notice of determination or occurrence of the facts which would cause a reasonable person to believe that the building was a "vacant building", or denial of the appeal, whichever is applicable. Registration does not exonerate the owner from compliance with all applicable codes and ordinances, including this chapter, nor does it preclude any of the actions the village is authorized to take pursuant to this chapter or elsewhere in this code.

**A. Registration Requirements:**

1. Register the building with the community development department, on a form provided by the community development department and pay the two hundred dollar (\$200.00) fee. The form shall include, as a minimum, the name, street address, parcel number and telephone number of the owner; the case name and number of any litigation pending concerning or affecting the building, including bankruptcy cases; and the name, street address, and telephone number of all persons with any legal interest in the building or the premises. The form shall require the owner to identify a natural person twenty-one (21) years of age or older who maintains a permanent address in DuPage County, Illinois, to accept service on behalf of the owner with respect to any notices the community development department sends pursuant to this chapter or service of process in any proceeding commenced to enforce any provision of this chapter, and file with the community development department on the registration form, the name, address, telephone number, of said person. A street address is required. A post office box is not an acceptable address. The form shall also include the date the building became vacant, any plan of maintaining/securing property while vacant, and plan/timeline for returning property to occupancy.
2. Renew the vacant building registration each year on the anniversary date of the first filing for the time the building remains vacant and pay the required two hundred dollar (\$200.00) annual fee; and
3. File an amended registration within fifteen (15) days of any change in the information contained in the annual registration. A new registration is required for any change in ownership whatsoever.

**B. Notice; Inspection:** The registration form will include language that the owner agrees to consent to service of any notice required by this chapter by posting on the building if the owner fails to: 1) renew the registration or 2) maintain current contact information with the community development department for the person designated to accept notice and service of process.

The owner shall allow for a code compliance inspection of the interior of the vacant building and shall pay the three hundred dollar (\$300.00) fee therefor within thirty (30) days of the inspection. Such inspection will determine the extent of compliance with village property, building codes, health, fire, water and sewer codes. The village shall send the inspection report to the owner within thirty (30) days.

**C. Insurance:** Obtain liability insurance and maintain such insurance for as long as the building is vacant, and file evidence of such insurance with the community development department, as follows: five hundred thousand dollars (\$500,000.00) for a vacant residential building of one to

three (3) units; seven hundred fifty thousand dollars (\$750,000.00) for a vacant residential building of four (4) to eleven (11) units; one million dollars (\$1,000,000.00) for a vacant residential building of twelve (12) to forty eight (48) units; two million dollars (\$2,000,000.00) for a vacant residential building of more than forty eight (48) units; and two million dollars (\$2,000,000.00) for a vacant manufacturing, industrial, storage, or nonresidential commercial building.

D. Vacant Building Plan: At the time a building is registered as required herein, the owner shall submit a vacant building plan. The community development department may prescribe a form for the plan. If the owner fails to submit the plan as provided for by this chapter, the community development department may determine the plan. The plan shall contain the following as a minimum:

1. A plan of action to repair any doors, windows, or other openings which are boarded up or otherwise secured by any means other than conventional methods used in the design of the building or permitted for new construction or similar type. The proposed repair shall result in openings being secured by conventional methods used in the design of the building or by methods permitted for new construction of similar type with boarding removed. The owner shall maintain the building in an enclosed and secure state until the building is reoccupied or made available for immediate occupancy. If the owner demonstrates that securing of the building will provide adequate protection to the public, the community development department may waive the requirement of an enclosure.
2. For buildings and premises thereof which are determined by the community development department as being or containing public nuisances, as defined in section 4-9-3 of this chapter, then the vacant building plan shall contain a plan of action to remedy such public nuisance(s).
3. A time schedule identifying a date of commencement of repair and date of completion of repair for each improperly secured opening and nuisance identified by the community development department.
4. When the owner proposes to demolish the vacant building, then the owner shall submit a plan and time schedule for such demolition.
5. A plan of action to maintain the building and premises thereof in conformance with this chapter.
6. A plan of action, with a time schedule, identifying the date the building will be habitable and occupied or offered for occupancy or sale. The time schedule shall include date(s) of commencement and completion of all actions required to achieve habitability. No plan which provides for compliance with this chapter or, which will not, as determined by the community development director, achieve such compliance, within six (6) months, in the case of a vacant boarded building, and two (2) years, in the case of a vacant, unboarded, and code compliant building will be approved.
7. All premises upon which unoccupied or vacant buildings are located and the exteriors shall at all times be maintained in compliance with this code.

8. Exterior lighting according to standards established by the community development department and available from the community development department.

E. Signage: Affixed to any building which is boarded, no smaller than two feet by two feet (2' x 2') and compliant with the village's sign regulations ordinance and providing the following information: the name, address, and telephone number of the owner, and in addition, for buildings which are the subject of a foreclosure action, the name, address, and telephone number of the plaintiff and the plaintiff's attorney, if any, in the foreclosure action. The sign must be placed so that its message is legible from the public way.

**4-9-7: APPROVAL OF PLAN:**

A. Review Building Plan: The community development department shall review the proposed vacant building plan in accordance with the standards below. The community development department shall send notice to the owner of the vacant building of his determination.

B. Standards For Plan Approval: In considering the appropriateness of a vacant building plan, the community development director shall include the following in his or her consideration and shall make written findings as to each:

1. The purposes of this chapter and intent of the village board to minimize the time a building is boarded or otherwise vacant.
2. The effect of the building and the proposed plan on adjoining property.
3. The length of time the building has been vacant.
4. The presence of any public nuisances on the property.
5. The likelihood that the plan or portion(s) thereof will prevent or ameliorate the condition it is designed to address.

**4-9-8: AUTHORITY TO MODIFY PLAN:**

The community development director shall, upon notice to the vacant building owner, have the right to modify the vacant building plan by modifying the dates of performance, the proposed methods of action, or by imposing additional requirements consistent with this chapter he or she deems necessary to protect the public health, safety, or welfare.

**4-9-9: FAILURE TO COMPLY WITH PLAN:**

Failure to have an approved plan within thirty (30) days of filing the registration form or failure to comply with the approved plan shall constitute a violation of this chapter subjecting the owner of the building to penalties as provided in this chapter and to any remedies the village may avail itself of as provided for herein and elsewhere in this code, including, but not limited to, an action to compel correction of property maintenance violations.

**4-9-10: OTHER ENFORCEMENT:**

The registration of a vacant building shall not preclude action by the village to demolish or to take other action against the building pursuant to other provisions of this section, this code, or other applicable legislation.

**4-9-11: CERTIFICATION:**

A certificate of code compliance for vacant buildings issued by the village and payment in full of all fees imposed pursuant to this chapter are required prior to any occupancy of a vacant building.

**4-9-12: BOARDING OF BUILDINGS:**

It is the policy of the village that boarding is a temporary solution to prevent unauthorized entry into a vacant building and that boarded buildings are a public nuisance. A vacant building may not remain boarded longer than six (6) months unless an extension of that time is part of a plan approved by the community development department.

**4-9-13: ENFORCEMENT AND PENALTIES:**

A. Any person found to have violated any provision of this chapter shall be subject to a minimum fine of one hundred dollars (\$100.00) per day per violation to a maximum of seven hundred fifty dollars (\$750.00) per day per violation, in addition to any other legal or equitable remedies available to the village. Such other remedies include, but are not limited to, injunctive relief, application to a court of competent jurisdiction for a receiver, demolition, or condemnation, contracting for the repair or purchase of the premises, or foreclosure of any lien the village may have thereon.

B. A separate and distinct offense shall be committed each day on which such person or persons shall violate the provisions of this chapter.

C. The village may enforce this chapter in its administrative adjudication system or through the court system.

D. Nothing herein contained shall prohibit the village from immediately condemning or demolishing, as provided for in this code and by state statute, a building or taking other immediate action upon a determination that the building is a public nuisance or poses an imminent danger to the occupants of the building, or the public health, safety and welfare.

**SECTION THREE.** Any ordinance or portion of any ordinance in conflict with any provisions of this Ordinance is hereby repealed solely to the extent of such conflict.

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**SECTION FOUR:** This Ordinance shall be in full force and effect from and after ten (10) days after its passage and approval and publication in the manner as provided by law.

PASSED and APPROVED this 12<sup>th</sup> day of November, 2024 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

---

Gretchen Boerwinkle, Village Clerk



## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 6.**

**DATE:** November 12, 2024

**SUBJECT:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBERS ONE AND TWO FOR THE CREEKSIDE PARK AND FARMINGDALE PARK RENOVATIONS PROJECT WITH LANDWORKS, LTD.

### **STAFF REPORT**

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

### **PURPOSE AND ACTION REQUESTED**

To pass a resolution to approve change orders #1 and change order #2 to Landworks Limited for the Creekside Park Project in the amount not to exceed \$74,432.03.

### **BACKGROUND/SUMMARY**

The Village of Willowbrook is currently under contract with Landworks, Ltd to complete the Creekside Park and Farmingdale Park Renovation projects. During the start of construction of the Creekside Park Improvement Project, two issues have arisen, prompting a change order request. Change Order #1 proposes the removal and replacement of an existing concrete drainage inlet and an associated structure. Upon review of the existing structure, which was about a 12" reinforced concrete pipe (RCP) after review of the inlet structure and concrete pad it was determined that replacement was the best option to make the proper accommodations with the new amenities. This change includes the addition of a new 2-foot drainage inlet structure, necessary piping, and area restoration. Landworks, Ltd. Submitted Change Order #1 to Christopher B.Burke Engineering (CBBEL) for review and recommendation. CBBEL reviewed the submitted costs and materials and recommends that the work be completed on a Time and Materials (T&M) cost basis. Production rates and site limitations and removal are costs that are unknown at this time and that will impact on the overall price. As a result, the proposed cost for this change order amount not to exceed \$34,467.40.00.

Landworks, Ltd. Alerted CBBEL and the Village of a potential design, grading, and safety issue with the proposed retaining wall and stone outcropping that was proposed for the embankment slide area. Upon review by CBBEL's structural engineering staff, CBBEL determined the following of the proposed timber wall design:

1. Portions of the timber beams were designed to protrude. The design intent of the protruding timbers was for them to be climbed and traversed by children. Creekside Park acts as a detention area for storm water in large rain events. These timbers will then get slippery and even submerged, causing unsafe conditions for any climbing child.
2. The approximate total elevation of earth being retained by the timber wall is eight feet. The plan detail does not include design calculations, or design assumptions for the timber wall or the material that it is retaining. All retaining walls need an engineered design that must be stamped by a structural engineer.



CBBEL reached out to Upland Design for stamped design calculations or plans but was not provided with anything as this was not completed in the design phase.

3. The timber wall does not include any drainage. As with all retaining wall designs, there needs to be drainage behind each tier of the wall to drain any water away from the subgrade and the timber wall.

CBBEL's proposed solution to the timber retaining wall consists of minor modifications to the grading plan, pouring a 6" concrete mud slab on the slope, and then placing a poured-in-place-playground surface on the slope up to the top of the slides. The poured-in-place surface would allow children to safely climb up the slope after using the embankment slides utilizing rock climbing hand holds.

Landworks, Ltd submitted additional cost proposals and CBBEL worked to verify the costs. As a result, given the unique nature of the slope with the embankment slide, CBBEL is recommending a Time and Material (T&M) cost basis in lieu of Change Order #2. The final total costs of the poured-in-place playground surface slope area won't be known until the work is fully completed but Landworks, Ltd has agreed to honor the Change Order #2 price as a not-to-exceed price of \$39,964.63

### **FINANCIAL IMPACT**

The proposed cost for change order #1 is \$34,467.40 and for change order #2 is \$39,964.63 for the Creekside Park Project for a grand total amount not to exceed of \$74,431.03.

### **RECOMMENDED ACTION:**

Staff recommendation is to approve change orders #1 and #2 to the Landworks contract for the Creekside Park Project in the total amount not to exceed of \$74,431.03



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

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

November 4<sup>th</sup>, 2024

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Dustin Kleefisch  
Director of Parks & Recreation

Subject: Village of Willowbrook  
Creekside Park and Farmingdale Park Renovations Project  
**CBBEL Change Order #1 – Creekside Park Concrete Drainage Area Reconstruction**  
(CBBEL Project No. 240475)

References: *Creekside Park Change Order #1 dated 10/2/2024*  
*CBBEL Change Order #1 and #2 dated 11/4/2024*

Dear Mr. Kleefisch:

The Village of Willowbrook is currently under contract with Landworks, Ltd. to complete the Creekside Park and Farmingdale Park Renovations Project. Once construction was underway on Creekside Park, CBBEL and Landworks alerted the Village of Willowbrook of an unknown design issue with the proposed underdrain system and poor existing concrete drainage structure conditions.

While evaluating the proposed underdrain system's connection to the existing inlet, Landworks informed CBBEL and the Village of a conflict with an existing 12" reinforced concrete pipe (RCP). During a site meeting to assess solutions to this issue, the Village also discovered that the existing concrete pad where the inlet is located was deteriorated. Following the field meeting, the agreed upon solution to alleviate these issues is to remove the existing concrete pad and drainage inlet and replace them with a new concrete pad and new precast concrete inlets.

Landworks, Ltd. submitted *Creekside Park Change Order #1* to provide pricing to complete the removal and replacement work. The total additional cost and cost breakdown presented in *Creekside Park Change Order #1* is **\$31,334.00**. CBBEL has reviewed these costs and recommends that this work be completed on a Time and Materials (T&M) cost basis in lieu of using the price presented in *Creekside Park Change Order #1*. CBBEL cannot validate the pricing submitted by Landworks due to the slower production rates and site access limitations which typical pay item cost estimates do not take into consideration. The final costs of the concrete pad and inlet removal and replacement won't be known until the work is fully completed but Landworks has agreed to honor the *Creekside Park Change Order #1* price as a not-to-exceed price of **\$31,334.00** plus a 10% contingency for a total additional cost of **\$34,467.40**.

The original awarded contract for the Creekside Park and Farmingdale Park Renovations Project is **\$1,739,689.00**. The adjusted contract value from previous Change Orders is **\$1,753,141.25**. CBBEL Change Order #1 is a not-to-exceed net increase of **\$1,787,608.65**. We recommend approval of CBBEL Change Order #1 to complete the concrete drainage area reconstruction on the subject project under this contract, resulting in the adjusted contract value of **\$1,787,608.65**.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Andrew Bourke, PE  
Resident Engineer

cc: AJ Passero – Village of Willowbrook  
Rick Valent – Village of Willowbrook  
Orion Galey – CBBEL



Landscape Architects  
& Contractors

751 North Bolingbrook Drive  
Link 17  
Bolingbrook, Illinois 60440

tel 630.759.8200  
fax 630.679.1358  
[www.landworkslimited.com](http://www.landworkslimited.com)

October 2, 2024

Dustin Kleefisch  
Director of Parks and Recreation  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527  
[dkleefisch@willowbrook.il.us](mailto:dkleefisch@willowbrook.il.us)

Re: Creekside Park CO # 1

**Request for Change Order**

Landworks, Ltd. proposes to provide the following changes to the current contracted work:

Remove and replace the existing concrete drainage inlet and 1 structure that are existing, add 1 2' inlet drainage structure and associated piping, and restore any disturbed area from associated work.

Item Description	Quantity	Unit Price	Cost
Remove Existing Concrete Slab	800	\$ 4.00	\$ 3,200.00
Remove Existing 2' Inlet, Protect Existing Pipes	1	\$ 1,850.00	\$ 1,850.00
Regrade and Refresh Base	800	\$ 1.25	\$ 1,000.00
6" Reinforced Concrete	850	\$ 19.00	\$ 16,150.00
New Inlet Structure & Piping	2	\$ 2,787.00	\$ 5,574.00
Restoration	1	\$ 2,500.00	\$ 2,500.00
Bond and General Conditions Premium	1	\$ 1,060.00	\$ 1,060.00
<b>Total</b>			<b>\$ 31,334.00</b>

If these changes are acceptable, please issue a change order at your earliest convenience.

Respectfully submitted,

**LANDWORKS LTD.**

A handwritten signature in black ink that reads "Gabriel Pizzuto".

Gabriel Pizzuto  
Director of Operations



## CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

November 4<sup>th</sup>, 2024

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Dustin Kleefisch  
Director of Parks & Recreation

Subject: Village of Willowbrook  
Creekside Park and Farmingdale Park Renovations Project  
**CBBEL Change Order #2 – Creekside Park Concrete Embankment Poured-In-Place  
Playground Slope Wall**  
(CBBEL Project No. 240475)

References: *Creekside Park Change Order #2 dated 10/26/2024*  
*CBBEL Change Order #1 and #2 dated 11/4/2024*

Dear Mr. Kleefisch:

The Village of Willowbrook is currently under contract with Landworks, Ltd. to complete the Creekside Park and Farmingdale Park Renovations Project. While the construction of Creekside Park was ongoing, Landworks alerted CBBEL and the Village of potential design, grading, and safety issues with the proposed timber retaining wall and stone outcropping ledge. Once alerted of these potential issues, the Village requested and approved an addendum to CBBEL's construction observation contract to review, and if needed, redesign the timber retaining wall area.

Upon review by CBBEL's structural engineering staff, CBBEL determined the following of the proposed timber wall design:

1. Portions of the timber beams were designed to protrude. The design intent of the protruding timbers was for them to be climbed and traversed by children. Creekside Park acts as a detention area for storm water in large rain events. These timbers will then get slippery and even submerged, causing unsafe conditions for any climbing child.
2. The approximate total elevation of earth being retained by the timber wall is eight feet. The plan detail does not include design calculations, or design assumptions for the timber wall or the material that it is retaining. All retaining walls need an engineered design that must be stamped by a structural engineer. CBBEL reached out to Upland Design for stamped design calculations or plans but was not provided with anything as this was not completed in the design phase.
3. The timber wall does not include any drainage. As with all retaining wall designs, there needs to be drainage behind each tier of the wall to drain any water away from the subgrade and the timber wall.

CBBEL's proposed solution to the timber retaining wall consists of minor modifications to the grading plan, pouring a 6" concrete mud slab on the slope, and then placing a poured-in-place-playground surface on the slope up to the top of the slides. The poured-in-place surface would allow children to safely climb up the slope after using the embankment slides utilizing rock climbing hand holds. CBBEL's design basis comes from several examples seen on the manufacturer's website (BCI Burke Company). To install the proposed design change, additional pay items will be needed.

Landworks, Ltd. submitted *Creekside Park Change Order #2* to provide pricing to complete all the work necessary to install the Poured-In-Place Playground surface on the Creekside Park slope area. The total net additional cost presented in *Creekside Park Change Order #2* is **\$36,331.48** with a breakdown of this cost shown in the supplemental document *Creekside CO#2*. CBBEL has reviewed these costs and recommends that this work be completed on a Time and Materials (T&M) cost basis in lieu of using the price presented in Chage Order #2. CBBEL cannot validate the pricing submitted by Landworks due to site access limitations and the specialized nature of installing the Poured-In-Place surfacing on a sloped surface. The final total costs of the poured-in-place playground surface slope area won't be known until the work is fully completed but Landworks has agreed to honor the *Creekside Park Change Order #2* price as a not-to-exceed price of **\$36,331.48** plus a 10% contingency for a total additional cost of **\$39,964.63**.

The original awarded contract for the Creekside Park and Farmingdale Park Renovations Project is **\$1,739,689.00**. The adjusted contract value from previous Change Orders is **\$1,787,608.65**. CBBEL Change Order #2 is a not-to-exceed net increase of **\$39,964.63**. We recommend approval of CBBEL Change Order #2 to complete the embankment poured-in-place playground slope wall on the subject project under this contract, resulting in the adjusted contract value of **\$1,827,573.28**.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Andrew Bourke, PE  
Resident Engineer

cc: AJ Passero – Village of Willowbrook  
Rick Valent – Village of Willowbrook  
Orion Galey – CBBEL



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October 26, 2024

Dustin Kleefisch  
Director of Parks and Recreation  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527  
[dkleefisch@willowbrook.il.us](mailto:dkleefisch@willowbrook.il.us)

Re: Creekside Park CO # 2

**Request for Change Order**

Landworks, Ltd. proposes to provide the following changes to the current contracted work:

Scope revisions for the slope slide area per sheet L1 provided by CBBEL dated 10/22/2024

Item Description	Quantity	Unit Price	Cost
Reinforced Concrete Mud Slab	715	\$ 38.65	\$ 27,634.75
Concrete Barrier Curb	69	\$ 64.02	\$ 4,417.38
Concrete Sidewalk	267	\$ 20.20	\$ 5,393.40
Poured-In-Place Surface on Slope	715	\$ 39.00	\$ 27,885.00
Rock Climbing Pegs	50	\$ 115.30	\$ 5,765.00
Earth Excavation	170	\$ 95.00	\$ 16,150.00
Import Clay Embankment	75	\$ 18.50	\$ 1,387.50
Bond and General Conditions Premium	1	\$ 3,102.16	\$ 3,102.16
Limestone Outcropping Credit	1	\$ (26,806.00)	\$ (26,806.00)
Timber Retaining Wall Credit	1	\$ (25,002.11)	\$ (25,002.11)
Concrete Sidewalk Credit	1	\$ (3,595.60)	\$ (3,595.60)
<b>Total</b>			<b>\$ 36,331.48</b>

If these changes are acceptable, please issue a change order at your earliest convenience.

Respectfully submitted,

**LANDWORKS LTD.**

A handwritten signature in black ink that reads "Gabriel Pizzuto".

Gabriel Pizzuto  
Director of Operations

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

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND  
AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBERS ONE AND TWO  
FOR THE CREEKSIDE PARK AND FARMINGDALE PARK RENOVATIONS PROJECT  
WITH LANDWORKS, LTD.**

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**WHEREAS**, the Village of Willowbrook (the “Village”) entered into a contract with Landworks, Ltd. (“Landworks”) for the Creekside Park and Farmingdale Park Renovations Project (the “Project”); and

**WHEREAS**, the Village Engineer has recommended modifications which change and increase the scope of the Creekside Park and Farmingdale Park Renovations Project (the “Contract”); and

**WHEREAS**, Change Order Number One increases the contract price to the Contract by an amount not to exceed Thirty-Four Thousand Four Hundred Sixty-Seven and 40/100ths Dollars (\$34,467.40); and

**WHEREAS**, Change Order Number Two increases the contract price to the Contract by an amount not to exceed Thirty-Nine Thousand Nine Hundred Sixty-Four and 63/100ths Dollars (\$39,964.63); and

**WHEREAS**, both Change Orders increase the contract price to the Contract by Seventy-Four Thousand Four Hundred Thirty-Two and 13/100ths Dollars (\$74,432.13); and

**WHEREAS**, it is in the best interest of the Village to approve Change Order Number One and Change Order Number Two.

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

**SECTION 1: Incorporation of Preamble.** 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: Compliance with Section 33E-9 of the Illinois Criminal Code.** The corporate authorities of the Village find that (1) the circumstances said to necessitate the changes to the Contract

for the Project were not reasonably foreseeable at the time the Contract was bid; or (2) the changes to the Contract for the Project are germane to the original Contract as signed; and (3) the Change Orders Number One and Two are in the best interest of the Village.

**SECTION 3: Compliance with the Public Works Contract Change Order Act.** The corporate authorities of the Village further find that Change Orders Number One and Two do not authorize or necessitate an increase in the contract price that is fifty percent (50%) or more of the original contract price, and that Change Orders Number One and Two do not authorize or necessitate an increase in the price of any subcontract under the Contract that is fifty percent (50%) or more of an original subcontract price.

**SECTION 4: Authorization to Execute Change Order Number One.** The Village Administrator of the Village is hereby authorized to execute Change Order Numbers One and Two to the Contract, which Change Orders are hereby approved, in substantially the same form as is attached hereto, marked as Exhibit "A", and made a part hereof, which results in a cumulative net increase to the original contract price with Landworks, Ltd. in the amount of Seventy-Four Thousand Four Hundred Thirty-Two and 13/100ths Dollars (\$74,432.13).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 5: Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner as provided by law.

PASSED and APPROVED this 12<sup>th</sup> day of November, 2024 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

---

Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

**CHANGE ORDER NUMBER ONE AND CHANGE ORDER NUMBER TWO FOR THE  
CREEKSIDE PARK AND FARMINGDALE PARK RENOVATIONS PROJECT WITH  
LANDWORKS, LTD.**



## Village of Willowbrook Change Order

Change Order No.: #1 and #2

Date : November 4<sup>th</sup>, 2024

Agreement Date : April 2<sup>nd</sup>, 2024

Name of Project: Creekside & Farmingdale Park Renovations Project

Owner: Village of Willowbrook

Contractor: Landworks, Ltd.

### **CHANGES TO THE CONTRACT DOCUMENTS (Describe and/or attach description/justification)**

Creekside Park: Change Order #1 (Not to Exceed Cost) - Concrete Drainage Area Recon  
Change Order #2 (Not to Exceed Cost) - Poured-In-Place Playground Slope Wall

### **CHANGES TO THE CONTRACT PRICE**

Original CONTRACT PRICE =	\$ <u>1,739,689.00</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER =	\$ <u>1,753,141.25</u>
The CONTRACT PRICE due to this CHANGE ORDER will be (increased/decreased) =	\$ <u>74,432.03</u>
The new CONTRACT PRICE including this CHANGE ORDER will be =	\$ <u>1,827,573.28</u>

### **CHANGE TO CONTRACT TIME**

CONTRACT TIME will (not be affected by this CHANGE ORDER) or will be  
(Increased/decreased) by working days: N/A

The revised Total Contract Time shall be: N/A

Prepared By CONTRACTOR: Gabriel Pizzuto (date) 11/5/2024

Reviewed By ENGINEER: John Eder (date) 11/4/2024

Accepted By OWNER: \_\_\_\_\_ (date) \_\_\_\_\_