

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JANUARY 27, 2025 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. AUDITORS' PRESENTATION OF FISCAL YEAR 2023/2024 AUDIT
6. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Regular Meeting December 16, 2024 (APPROVE)
 - c. Minutes - Board of Trustees Special Meeting - Budget Workshop #1, January 16, 2025 (APPROVE)
 - d. Warrants \$1,563,030.41
 - e. RESOLUTION NO. _____ - A RESOLUTION TO ENDORSE THE LEGISLATIVE ACTION PROGRAM OF THE DUPAGE MAYORS AND MANAGERS CONFERENCE FOR THE 2025 LEGISLATIVE SESSION (ADOPT)
 - f. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE DUPAGE COUNTY CHAPTER OF THE NATIONAL ALLIANCE ON MENTAL ILLNESS ("NAMI") TO MUTUALLY PROMOTE "P.D. CONNECT" ("PDC") IN THE VILLAGE OF WILLOWBROOK (ADOPT)

- g. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE WASHINGTON/BALTIMORE HIGH INTENSITY DRUG TRAFFICKING AREA ("W/B HIDTA") TO AUTHORIZE THE VILLAGE TO PARTICIPATE IN THE OVERDOSE DETECTION MAPPING APPLICATION PROGRAM ("ODMAP") SYSTEM (ADOPT)

NEW BUSINESS

7. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT WITH LANDWORKS, LTD. (ADOPT)
8. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN ENGINEERING SERVICES AND PAVEMENT ANALYSIS FOR THE USE OF REBUILD ILLINOIS FUNDS FOR THE 2025 MFT/RBI STREET REHABILITATION PROJECT BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT A TOTAL COST NOT TO EXCEED \$25,850.00 (ADOPT)

PRIOR BUSINESS

9. TRUSTEE REPORTS
10. ATTORNEY'S REPORT
11. CLERK'S REPORT
12. ADMINISTRATOR'S REPORT
13. MAYOR'S REPORT
14. EXECUTIVE SESSION
- 5 ILCS 120/2(c)(1) - The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees.
15. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, DECEMBER 16, 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, Michael Mistele, 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 Gerard Wodka and Deputy Clerk Christine Mardegan.

ABSENT: Deputy Chief Ben Kadolph.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. MOTION TO APPROVE MERITORIOUS SERVICE AWARD FOR OFFICER JOSE LOPEZ, OFFICER BLAKE HUNTLEY, AND OFFICER PETER DELGADO (PASS)
- a. Officer Jose Lopez
 - b. Officer Blake Huntley
 - c. Officer Peter Delgado

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

On November 21st, 2024 Deputy Chief Wodka nominated the named officers to receive a Meritorious Service Award with the following Letter of Recognition:

It is with great pride that I recognize the exceptional professionalism and courage demonstrated by Officers Lopez, Delgado, and Huntley during a critical incident on November 20th, 2024.

The officers were dispatched to conduct a welfare check on a victim reported to be in the process of attempting suicide with a knife.

Understanding the gravity of the situation, the officers worked diligently to maintain communication with the family member in contact with the victim, while gathering vital information to assess the immediate risk and plan their response.

Officers quickly developed a tactical plan to ensure the safety of all involved while facilitating immediate aid to the victim. Recognizing the exigency of the circumstances, they made the decisive choice to force entry into the residence. Upon entering, the officers found the subject in a filled bathtub, having sustained multiple lacerations to the upper thighs, arms, and shoulders.

Without hesitation, the officers rendered aid, while ensuring the victim remained conscious until paramedics arrived. Their swift actions not only preserved the life of the subject but exemplified their commitment to protecting and serving the community, even in the most challenging and emotionally charged situations.

The dedication, teamwork, and composure demonstrated during this incident are a testament to the officers' bravery, professionalism, and devotion to duty.

Chief Kaspar presented the awards to the officers who were thanked and congratulated by the Mayor and the Board and then introduced their families. Mayor Trilla thanked the officers for all they do to keep the Village safe and shared his admiration for their commitment.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to approve the Meritorious Service Awards for Officer Jose Lopez, Officer Blake Huntley, and Officer Peter Delgado as presented.

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

MOTION DECLARED CARRIED

5. VISITORS' BUSINESS

None present and no written comments were received.

6. OMNIBUS VOTE AGENDA:

Temporary Chairman Mistele read over each item in the Omnibus Vote Agenda for the records.

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting November 25, 2024 (APPROVE)
- c. Warrants \$1,868,297.89

- d. MOTION – A MOTION FOR A BUDGET AMENDMENT TO THE GENERAL FUND FOR THE IT SERVER INFRASTRUCTURE UPGRADE FROM ORBIS SOLUTIONS, INC. (PASS)

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

7. RESOLUTION NO. 24-R-75- A RESOLUTION AUTHORIZING THE EXECUTION OF AN ASSIGNMENT AND ASSUMPTION OF MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0 (618 Plainfield Road) (ADOPT)

Administrator Halloran noted that staff is seeking approval to purchase the property at 618 Plainfield Road. This action stems from development direction received from the Village's Comprehensive Plan Committee.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adopt Resolution 24-R-75 as presented.

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

MOTION DECLARED CARRIED

8. ORDINANCE NO. 24-O-35 - AN ORDINANCE GRANTING APPROVAL OF A FINAL PLAT OF SUBDIVISION AND GRANTING CERTAIN VARIATIONS FROM THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE 5929 S. WESTERN AVENUE - ABBY ESTATES SUBDIVISION (PASS)

Director Krol explained that staff is asking for consideration and approval for a minor subdivision with three zoning variations for 5929 S Western Avenue. The property is currently a single lot of 1.07 total acres, zoned R-2 single-family residential district.

The proposed plat indicates a plan for two single-family home lots of the same size to be developed fronting Western Avenue. If approved, the future homes will be connected to Village utilities as required by the UDO. The water main is located on the west side of Western Avenue and will be extended under Western to serve both homes. The sewer system is located on lot two and will be extended to serve lot one.

The zoning variations requested include leaving the existing street as is, which is typical, and to waive the sidewalk requirements from the proposal as there are currently no sidewalks on Western Avenue.

The third request is to increase the maximum depth to width ratio of the lot sizes. Lastly, there will be 33 feet of right-of-way which will be dedicated to the Village, common during subdivision.

A public hearing was held on Wednesday, December 4, 2024, before the Plan Commission, which voted unanimously 7-0 in favor of the petition, as proposed, to forward a positive recommendation to the Village Board.

Trustee Davi asked if the sidewalk waiver permanent or if it could be required in the future. Director Kroll noted that the waiver is decided on a case-by-case basis. In this case since there is no sidewalk existing now, the waiver is approved.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to adopt Ordinance 23-O-35 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION NO. 24-R-76 - A RESOLUTION APPROVING AND ACCEPTING A PLAT OF DEDICATION FOR 33 FEET OF WESTERN AVENUE RIGHT-OF-WAY, LOCATED AT 5905 WESTERN AVENUE, TO BE DEDICATED TO THE VILLAGE OF WILLOWBROOK (ADOPT)

Director Kroll reported the subject property is a single lot totaling 1.38 acres and currently zoned R-2 Single-Family Residential District. The property was platted in DuPage County as part of The Clarendon Hills Acre Estates Subdivision in 1923. When the original subdivision plat was created, Bentley Avenue and Western Avenue didn't exist and therefore there was no right-of-way to dedicate to the Village.

The property owner has requested approval of a plat of dedication of 33 feet or right-of-way of Western Avenue by the 298-foot length of the property to the Village.

Mayor Trilla asked if the right-of-way is measured from the center of the street. Director Kroll responded that it is measured from the center line, 33 feet to the east because there is 66 feet right away along Western Avenue.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adopt Resolution 24-R-76 as presented.

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

MOTION DECLARED CARRIED

10. TRUSTEE REPORTS

Trustee Neal has no report but wished everyone a Merry Christmas and Happy New Year. She also thanked all the Village Staff for their hard work all year long, with special thanks to the Police Department for keeping us safe and wished Public Works a mild winter.

Trustee Ruffolo added his appreciation for all that the Village staff does and wished all a wonderful holiday.

Trustee Mistele wished everyone a Merry Christmas and Happy New Year.

Trustee Berglund wished everyone a very Merry Christmas and a very Happy New Year.

Trustee Davi offered the same holiday sentiments. He also was pleased to report that, although Creekside Park is not finished, it is walkable.

Trustee Astrella also wished everyone a Merry Christmas.

11. ATTORNEY'S REPORT

Attorney Durkin wished everyone a Happy Holidays, Merry Christmas and Happy New Year and noted that it has been a pleasure to work with everyone in the past year.

12. CLERK'S REPORT

Clerk Boerwinkle had no report but wished everyone a Merry Christmas and Happy New Year.

13. ADMINISTRATOR'S REPORT

Administrator Halloran wanted to thank Director Kleefisch, Parks and Recreation, Public Works and the Police Departments for their efforts with the Light Up the Night event. There was a great turnout with 561 people.

He reminded the Board of the upcoming Santa Sleigh Visits event that Director Kleefisch organized. Dressed as Santa, he makes the rounds of the Village visiting families. A maximum cap was set at 50 children due to the logistics of the event. Two years ago, during the first event, there were 18 trips completed, and was well received by the residents. This year there will be 49 visits. Great job to Director Kleefisch and the Public Works staff who help with the event.

Lastly, Administrator Halloran stated that we were notified today by the governor's office that the Village has been awarded a \$600,000

OSLAD grant. Over the last two years, Parks has received over \$2 million in grant money, and, overall in the Village, over the past three years, we have received 3.5 million in grants. Great job to Director Kleefisch and Merry Christmas.

14. MAYOR'S REPORT

Mayor Trilla noted that although he disagrees with Trustee Neal and hopes for a snowy winter, he does agree with all the other sentiments expressed. He recognized and thanked all the Village departments for their hard work and dedication. He is thrilled with and proud of the team that's been put together. A lot is expected, and it is delivered, often more than expected.

He offered a special thank you to Parks for the Light Up the Night event. It was a great night, and it is great to see the community come together at these events. Santa's Sleigh Visits is a wonderful event and exciting as it comes down the street with the sirens and lights going; the community loves it. He is very happy and pleased with the direction in which the Village is going in every department.

The Mayor hopes that everyone has a wonderful holiday season. Merry Christmas and a Happy New Year!

15. EXECUTIVE SESSION

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

16. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adjourn the Regular Meeting at the hour of 6:55 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

January 27, 2025

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK FOR BUDGET WORKSHOP #1 HELD ON THURSDAY, JANUARY 16, 2025, AT 5:30 P.M. AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS .

1. CALL TO ORDER

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

2. ROLL CALL

Those physically present at roll call were Mayor Frank Trilla, Village Clerk Gretchen Boerwinkle, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, and Gayle Neal, 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, and Village Engineer Orion Galey.

PRESENT VIA ZOOM: Trustee Greg Ruffolo

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

A QUORUM WAS DECLARED

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

Trustee Neal advised that a motion was necessary to allow Trustee Greg Ruffolo to attend the meeting remotely.

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

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

MOTION DECLARED CARRIED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked a meeting attendee to lead the group in the Pledge of Allegiance.

4. VISITORS' BUSINESS

No visitors were present.

5. BUDGET WORKSHOP #1

a. 2024/2025 General Fund Budget Update

Administrator Halloran indicated that tonight's discussion would cover the current fiscal year General Fund budget update and the five-year Capital Improvement Program (CIP).

The overall financial position of the Village remains strong, with a strong credit rating, a balanced budget and a surplus of about \$3 million. The funding balance percentage is 62%, which is 22% higher than the recommended levels. The Village's desired 40% fund balance is one of the highest in DuPage County.

Expenditures for FY 2024/2025 are higher due to various budget amendments, such as for the Stormwater Master Plan and the Water Master Plan. Additionally, there was an unexpected oil spill which required additional funds for various mitigation solutions.

Revenues in several areas have also been unexpectedly high due to the strong local economy. The surplus has been driven not only by this higher revenue stream, but also by lower operating expenses.

Review of General Fund Expenditures:

EXPENDITURES			
	2024-2025 Approved Budget	2024-2025 Estimate	Difference between 24- 25 Budget and Estimate
Village Administrator's Office* (VAO)	\$3,059,301	\$2,955,174	-\$104,127
Community Development	\$603,111	\$622,323	\$19,212
Parks and Recreation	\$820,070	\$996,109	\$176,039
Police	\$6,741,110	\$6,850,996	\$109,886
Public Works	\$1,331,037	\$1,623,266	\$292,229
TOTAL OPERATING COSTS	\$12,554,629	\$13,047,868	\$493,239
Capital Improvement Program	\$388,920	\$1,677,272	\$1,288,352
TOTAL EXPENDITURES	\$12,943,549	\$14,725,140	\$1,781,591

Comments:

- **VAO** - Overall decrease in expenditures.
- **Community Development** - Contractual costs are lower than expected, the increase is due to building permit software and Comprehensive Plan development.
- **Public Works** - Largest increase in expenditures due to traffic safety improvements (Gower and Midway Drive), and unexpected stormwater issues, plus additional expenditures resulting in multiple budget amendments.
- **Parks and Recreation** - Contractual costs (Active Adults) are in line with budgeted expenditures.
- **Police** - Overtime costs are decreasing, while salaried costs are increasing

- **CIP** - Increases are due to budget amendments.

Before he continued, Administrator Halloran took a moment to introduce Mr. Orion Galey, the Village Engineer, from Christopher B. Burke Engineering, Ltd. (CBBEL). He noted that Mr. Galey and Director Valent have done a great job on various projects this year, including the Executive Drive Flood Control Project and all of the park redevelopment projects.

Review of General Fund Revenues:

REVENUE			
	2024-2025 Approved Budget	2024-2025 Estimate	Difference between 24-25 Budget and Estimate
TAXES	\$13,075,616	\$13,477,228	\$401,612
INTERGOVERNMENTAL	\$759,000	\$748,000	-\$11,000
LICENSES AND PERMITS	\$535,601	\$881,887	\$346,286
FINES	\$998,110	\$1,254,530	\$256,420
CHARGES FOR SERVICES	\$520,756	\$683,012	\$162,256
MISCELLANEOUS	\$397,000	\$382,014	-\$14,986
INTEREST INCOME	\$200,000	\$326,236	\$126,236
TOTAL GENERAL FUND REVENUE	\$16,486,083	\$17,752,907	\$1,266,824

- Sales Tax, Home Rule Sales Tax, Income Tax, Places of Eating Tax receivables are significantly higher than budgeted.
- Building permits are estimated to come in \$300,000 higher than budgeted, and the highest in seven years.
- Active Adult program revenue is also \$100,000 higher than budgeted.
- Video Gaming Terminal Income and Self-Storage Tax continue to trend upwards, slightly exceeding expectations.
- Red Light Fees are expected to come in \$150,000 over budget, even using conservative estimates. This amount can vary greatly.

TOTAL FUND PERFORMANCE			
	2024-2025 Approved Budget	2024-2025 Estimate	Difference between 24-25 Budget and Estimate
Surplus/Deficit	\$3,542,534	\$3,027,767	-\$514,767
Fund Balance	\$5,021,852	\$8,049,618	\$3,027,767
Fund Balance Percentage	40%	62%	22%

Overall, the fund balance percentage has increased by 22%. The surplus decreased by approximately \$500,000 primarily due to the budget amendments. The increase in the CIP expenditures will come before the Board as a budget amendment for the changes to the Borse Park Phase III

expenses. If these expenses don't materialize for the 24/25 fiscal year, the surplus will go back up and the costs will be moved to the next fiscal year.

The Mayor asked if there was an advantage in a governmental budget to decreasing any surplus with extra expenditures to bring the surplus down. Chief Financial Officer Flori indicated that she was not aware of an advantage one way or the other. Administrator Halloran indicated that one advantage of having a greater surplus allowed the entity to pay for expenses pending reimbursement before the reimbursement is received.

Administrator Halloran recapped the information by saying overall the Village is in good financial condition, especially in the General Fund. He credited the department heads for holding the line on high expenditures, and that any budget amendments were for one-time expenses, the Stormwater Master Plan, Building Permitting Software, the Water Master Plan, and various other special projects.

Trustee Neal asked if the Village would be reimbursed for the expenses related to the oil spill. Administrator Halloran indicated that staff is working with IRMA for reimbursement.

b. 2025-2030 Capital Improvement Program (CIP)

Administrator Halloran broke down the categories included in the 2025/2026 CIP:

Road and Sidewalk Infrastructure \$300,000

Infrastructure projects involve grinding of street surface, underground utility spot repairs, minor concrete work including sidewalk and curb and gutter replacement, roadway patching, street surface placement, and landscape restoration. The roadways include:

- Waterford Resurfacing -Resurfacing of Bentwood, Meadow and Hiddenbrook in the Waterford subdivision - \$300,000

Village Equipment \$50,000

Annual purchases of equipment for operating activities are included in the Village Equipment line. Highlights of next fiscal year include:

- Traverse City Hydrant Replacement - Five (5) year program to replace Traverse City hydrants Village-wide - \$50,000

Director Valent explained that the purpose in replacing hydrants Village-wide is due to the current outdated equipment and the lack of parts for repair or replacement for the current equipment.

The goal is to replace all hydrants within 5 years. Approximately 40 have been done in the past 5 years, with 70 remaining. Based on escalating costs, this figure will most likely increase each year. The current \$50,000 conservative estimate is materials and labor for the installation of 7-10 hydrants.

Village Facilities \$4,355,431

This category accounts for major repairs and replacement of Village property. Highlights of next fiscal year include:

- Borse Community Park Improvement Project Phase III - This is the final phase for Borse Community Park. It will include an upgrade of all three baseball fiends, new pavilion, new pedestrian bridge, new playground, new splash pad, resurfacing all remaining pathways, and installation of a Veteran's Memorial - \$3,034,144.
- Creekside Park Improvement Project Phase II - Upgrade and installation of three (3) bridges. - \$844,047.
- Waterford Park Pour-in-Place Surface - Replacement of designated pour-in-place play surface areas at Waterford Park- \$18,652
- Willow Pond Pour-in-Place Surface - Replacement of designated pour-in-place play surface areas at Willow Pond Park - \$13,588

Mayor Trilla questioned whether it would be more practical to use another surface as he noted that the wear to the existing surface is primarily under the swings, an area of heavy use. Director Kleefisch explained that there are mitigation procedures that can be used to better ensure a 20-25-year life span of the play surface.

- Police Vehicle Purchase - Replacement of three (3) Ford Police Interceptors... - \$210,000

Chief Kaspar indicated that the three vehicles being replaced are almost five years old and were due to be replaced during the COVID pandemic. One of the vehicles has already had an engine and transmission replaced. The goal is to replace all three vehicles, using the vehicle with the replaced engine and transmission to replace the current 2015 community service vehicle being used. Replacing these vehicles will also allow the department to get back on track with a cyclical vehicle replacement program.

- Public Works Vehicle Purchase - Replacement of two Public Works trucks. The specific purchase will include one (1) F250 4x4 SuperCab Pickup with a plow, and one (1) F350 4x4 SuperCab service body with no plow - \$175,000

Director Valent identified the first vehicle to be replaced as a 2015 Ford F350 with 85,000 miles. Although not used for plowing operations, it is used throughout the year for daily, heavy use for general service work.

The second vehicle to be replaced is a 2016 Ford F250 plow vehicle with 63,000 miles. This vehicle has been equipped with the new street anti-icing system. Although this vehicle has been limited in use to anti-icing and watering operations, there have been issues with repairs.

Trustee Davi asked for a more specific breakdown of the seemingly high cost of the vehicles. Director Valent explained these trucks are heavy-duty, include options for plowing equipment, cab exterior lighting, and are of the SuperCab configuration. The second vehicle, a F350 model, includes increased suspension, greater towing and load capacity, an alternator with a higher output capacity, and other augmented features.

Trustee Neal asked about the disposition of the used vehicles, whether they would be sold to offset the cost. Director Valent indicated that both vehicles would be maintained, but moved to a lighter duty role, replacing older vehicles now serving that function.

- Park Drinking Fountains - Replacement of all drinking fountains at all parks - \$24,000

In addition to the new drinking fountains being installed as part of the Borse Park Phase III project, older fountains at Ridgemoor, Waterford, and Creekside will also be replaced.

- CL17 Replacement - Replacement of a CL17 Chlorine Analyzer, which is an instrument in water treatment to measure chlorine levels in water. This analyzer is designed for continuous monitoring and is crucial for ensuring water quality and regulatory compliance. - \$21,000

All three of the current chlorine monitors will be replaced to maintain EPA standards. The Village's models are 20 years old and are reaching a point where replacement parts and maintenance are unavailable.

- Sample Station Replacement - Replacement of a Sample Station, used to collect water samples for testing and monitoring purposes. - \$15,000

The remaining three of the current eight sampling stations are in poor condition with rust and corrosion which can impede the sampling results. The existing galvanized units will be replaced with stainless steel.

Administrator Halloran concluded the presentation by indicating that in the five-year CIP, the projects in the upcoming year are the most ambitious; Borse Community Park Improvement Project Phase III, Creekside Park Improvement Project Phase II, Stormwater Master Plan, and Waterford Resurfacing. Staff would also like to ask the Board to consider water meter replacement within the current 5-year plan and will provide additional information to the Board at a future meeting.

Trustee Neal inquired about the lifespan of the repairs to Waterford. Engineer Galey indicated that it should last a minimum of 13 years, and it could be as much as 15-18 years.

Trustee Davi asked what is included in the Village Facilities section of the CIP for the 2025/2206 budget. Administrator Halloran indicated that it includes both the Borse and Creekside Improvement Projects.

6. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adjourn the Special Meeting at the hour of 6:16 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

January 27, 2025.

Frank A. Trilla, Mayor

Minutes transcribed by Administrative Assistant Jody Wegrzynski.

WARRANTS

January 27, 2025

GENERAL CORPORATE FUND	-----	\$	723,647.11
WATER FUND	-----	\$	316,983.82
CAPITAL PROJECT FUND	-----	\$	510,776.94
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	6,301.77
17 SERIES 2022 BOND	-----	\$	5,320.77
TOTAL WARRANTS	-----	\$	1,563,030.41

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

01/24/2025 09:27 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 12/18/2024 - 01/29/2025

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
12/26/2024	APCHK	416(E)*#	FIRST NATIONAL BANK OMAHA	PUBLIC RELATIONS	420-365	05	1,000.00
				FEES/DUES/SUBSCRIPTIONS	435-307	07	400.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	110.00
				FEES/DUES/SUBSCRIPTIONS	455-307	10	14.00
				COMMISSARY PROVISION	455-355	10	387.19
				COMMISSARY PROVISION	455-355	10	141.50
				EDP LICENSES	460-263	10	160.96
				TRAINING	555-304	20	55.00
				TRAINING	555-304	20	330.00
				REIMB EXPENSES - MEMORIAL PROGRAM	565-352	20	325.24
				COMMUNITY EVENTS	585-522	20	285.28
				ACTIVE ADULT PROGRAM	590-517	20	6,342.59
				FEES/DUES/SUBSCRIPTIONS	610-307	25	345.00
				CARES PROGRAM (SHOP W/COP)	630-244	30	282.53
				FEES/DUES/SUBSCRIPTIONS	630-307	30	305.00
				EMPLOYEE RECOGNITION	630-309	30	469.41
				UNIFORMS	630-345	30	257.80
				OPERATING EQUIPMENT	630-401	30	117.55
				DOCUMENT STORAGE/SCANNING	640-267	30	(1,223.03)
				UNIFORMS	710-345	35	449.93
				SCHOOLS/CONFERENCES/TRAVEL	810-304	40	70.00
				SCHOOLS/CONFERENCES/TRAVEL	810-304	40	110.00
				CHECK APCHK 416(E) TOTAL FOR FUND 01:			10,735.95
01/02/2025	APCHK	102971	REEVES TECHNOLOGY GROUP	CONTINGENCIES	490-799	10	4,676.00
01/07/2025	APCHK	102972	JENNIFER A RIDDLE	ACTIVE ADULT PROGRAM	590-517	20	400.00
01/07/2025	APCHK	102973	TOMMY R's CATERING	ACTIVE ADULT PROGRAM	590-517	20	234.00
				ACTIVE ADULT PROGRAM	590-517	20	570.00
				CHECK APCHK 102973 TOTAL FOR FUND 01:			804.00
01/15/2025	APCHK	418(E)#	WEX BANK	FUEL/MILEAGE/WASH	455-303	10	2.00
				FUEL/MILEAGE/WASH	550-303	20	2.00
				FUEL/MILEAGE/WASH	630-303	30	(60.23)
				FUEL/MILEAGE/WASH	630-303	30	6,269.37
				FUEL/MILEAGE/WASH	710-303	35	1,901.64
				FUEL/MILEAGE/WASH	810-303	40	65.61
				CHECK APCHK 418(E) TOTAL FOR FUND 01:			8,180.39
01/16/2025	APCHK	102974	PREMIER WORLD DISCOVERY	ACTIVE ADULT PROGRAM	590-517	20	13,886.60

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01/16/2025	APCHK	102975#	PETTY CASH OR CASH	ACTIVE ADULT PROGRAM	590-517	20	140.00
				POSTAGE & METER RENT	610-311	25	16.50
				CONFIDENTIAL FUNDS	655-339	30	50.00
				CHECK APCHK 102975 TOTAL FOR FUND 01:			206.50
01/16/2025	APCHK	102976	TOMMY R's CATERING	ACTIVE ADULT PROGRAM	590-517	20	57.00
				ACTIVE ADULT PROGRAM	590-517	20	190.00
				CHECK APCHK 102976 TOTAL FOR FUND 01:			247.00
01/21/2025	APCHK	102977	DRURY LANE THEATRE	ACTIVE ADULT PROGRAM	590-517	20	2,261.13
01/27/2025	APCHK	102978#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	1,700.86
				INTERNET/WEBSITE HOSTING	460-225	10	237.31
				INTERNET/WEBSITE HOSTING	640-225	30	3,735.21
				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 102978 TOTAL FOR FUND 01:			6,622.62
01/27/2025	APCHK	102981	ACTIVE NETWORK, LLC	EDP EQUIPMENT/SOFTWARE	555-212	20	312.50
01/27/2025	APCHK	102982	ADVANCE SWEEPING SERVICES, INC.	STREET SWEEPING SERVICES	740-290	35	2,391.40
01/27/2025	APCHK	102983	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - ADJUDICATOR	630-246	30	23,110.00
01/27/2025	APCHK	102984	ARROWHEAD SCIENTIFIC INC	OPERATING EQUIPMENT	630-401	30	63.22
01/27/2025	APCHK	102985	ARTISTIC ENGRAVING	UNIFORMS	630-345	30	839.00
				OPERATING EQUIPMENT	630-401	30	180.75
				CHECK APCHK 102985 TOTAL FOR FUND 01:			1,019.75
01/27/2025	APCHK	102986	ASPEN AUTO BODY INC.	REIMB EXP - IRMA CLAIMS	480-277	10	4,171.74
01/27/2025	APCHK	102988#	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 102988 TOTAL FOR FUND 01:			2,339.03
01/27/2025	APCHK	102989	B & E AUTO REPAIR & TOWING	MAINTENANCE - BUILDING	630-228	30	160.00

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				MAINTENANCE - BUILDING	630-228	30	358.09
				MAINTENANCE - BUILDING	630-228	30	97.84
				MAINTENANCE - BUILDING	630-228	30	73.42
				MAINTENANCE - BUILDING	630-228	30	85.60
				MAINTENANCE - BUILDING	630-228	30	97.84
				MAINTENANCE - BUILDING	630-228	30	73.42
				MAINTENANCE - BUILDING	630-228	30	100.94
				MAINTENANCE - BUILDING	630-228	30	584.40
				MAINTENANCE - BUILDING	630-228	30	136.49
				MAINTENANCE - BUILDING	630-228	30	97.84
				MAINTENANCE - BUILDING	630-228	30	142.16
				MAINTENANCE - BUILDING	630-228	30	125.00
				MAINTENANCE - BUILDING	630-228	30	80.88
				CHECK APCHK 102989 TOTAL FOR FUND 01:			2,213.92
01/27/2025	APCHK	102990	B & E AUTO REPAIR & TOWING	MAINTENANCE - BUILDING	630-228	30	33.00
				MAINTENANCE - BUILDING	630-228	30	179.17
				MAINTENANCE - BUILDING	630-228	30	591.35
				MAINTENANCE - BUILDING	630-228	30	246.08
				MAINTENANCE - BUILDING	630-228	30	95.53
				MAINTENANCE - BUILDING	630-228	30	357.69
				MAINTENANCE - BUILDING	630-228	30	157.47
				CHECK APCHK 102990 TOTAL FOR FUND 01:			1,660.29
01/27/2025	APCHK	102992	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	680.00
				ACTIVE ADULT PROGRAM	590-517	20	885.00
				CHECK APCHK 102992 TOTAL FOR FUND 01:			1,565.00
01/27/2025	APCHK	102993	BILL KAY CHEVROLET	MAINTENANCE - BUILDING	630-228	30	495.48
01/27/2025	APCHK	102995	BUTTREY RENTAL SERVICE, INC.	COMMUNITY EVENTS	585-522	20	426.25
01/27/2025	APCHK	102996	CARYN VERDUIN	SPECIAL RECREATION ASSOC PROGRAM DUES	590-518	20	275.00
01/27/2025	APCHK	102997	CASE LOTS, INC	MAINTENANCE - BUILDING	466-228	10	991.20
01/27/2025	APCHK	102998#	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	455-303	10	24.92
				FUEL/MILEAGE/WASH	810-303	40	26.04
				CHECK APCHK 102998 TOTAL FOR FUND 01:			50.96
01/27/2025	APCHK	102999*#	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35	2,255.84
				ENGINEERING SERVICES	820-262	40	718.64

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				ENGINEERING SERVICES	820-262	40	550.24
				ENGINEERING SERVICES	820-262	40	627.82
				ENGINEERING SERVICES	820-262	40	948.96
				ENGINEERING SERVICES	820-262	40	642.96
				CHECK APCHK 102999 TOTAL FOR FUND 01:			5,744.46
01/27/2025	APCHK	103000#	COMCAST CABLE	FEES/DUES/SUBSCRIPTIONS	630-307	30	249.40
				INTERNET/WEBSITE HOSTING	715-225	35	348.80
				CHECK APCHK 103000 TOTAL FOR FUND 01:			598.20
01/27/2025	APCHK	103001#	COMED	RED LIGHT - ADJUDICATOR	630-246	30	46.48
				RED LIGHT - ADJUDICATOR	630-246	30	44.92
				RED LIGHT - ADJUDICATOR	630-246	30	36.25
				RED LIGHT - ADJUDICATOR	630-246	30	43.06
				RED LIGHT - ADJUDICATOR	630-246	30	56.71
				RED LIGHT - ADJUDICATOR	630-246	30	53.02
				ENERGY - STREET LIGHTS	745-207	35	372.34
				ENERGY - STREET LIGHTS	745-207	35	839.07
				ENERGY - STREET LIGHTS	745-207	35	55.40
				ENERGY - STREET LIGHTS	745-207	35	566.02
				ENERGY - STREET LIGHTS	745-207	35	417.43
				ENERGY - STREET LIGHTS	745-207	35	1,418.14
				ENERGY - STREET LIGHTS	745-207	35	65.50
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	98.94
				CHECK APCHK 103001 TOTAL FOR FUND 01:			4,113.28
01/27/2025	APCHK	103002	COMED	ENERGY - STREET LIGHTS	745-207	35	1,681.01
01/27/2025	APCHK	103003	COMMERCIAL TIRE SERVICE, INC	MAINTENANCE - BUILDING	630-228	30	594.00
01/27/2025	APCHK	103004	CONRAD POLYGRAPH INC	EXAMS - PHYSICAL	440-543	07	200.00
01/27/2025	APCHK	103006	DACRA ADJUDICATION LLC	EDP LICENSES	460-263	10	2,500.00
01/27/2025	APCHK	103007	DU-COMM	RADIO DISPATCHING	675-235	30	90,022.50
				RADIO DISPATCHING	675-235	30	3,773.50
				CHECK APCHK 103007 TOTAL FOR FUND 01:			93,796.00
01/27/2025	APCHK	103008*#	DUPAGE COUNTY	MAINTENANCE - TRAFFIC SIGNALS	745-224	35	3,926.76
01/27/2025	APCHK	103009	DUPAGE COUNTY PUBLIC WORKS	SANITARY (835 MIDWAY)	466-251	10	91.07
01/27/2025	APCHK	103010	DUPAGE MAYORS AND MGRS. CONF.	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	50.00

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01/27/2025	APCHK	103011*#	ERYN WITT	FINANCIAL SERVICES	620-252	25	159.12
				FINANCIAL SERVICES	620-252	25	195.00
				CHECK APCHK 103011 TOTAL FOR FUND 01:			354.12
01/27/2025	APCHK	103013*#	FALCO'S LANDSCAPING INC	STREET IMPROVEMENTS	765-685	35	6,900.00
01/27/2025	APCHK	103014*#	FOX TOWN PLUMBING INC	MAINTENANCE - BUILDING	466-228	10	140.00
01/27/2025	APCHK	103015	FSS TECHNOLOGIES LLC	MAINTENANCE - BUILDING	630-228	30	685.08
01/27/2025	APCHK	103016	GAME TIME, INC.	MAINTENANCE - EQUIPMENT	570-411	20	52.83
01/27/2025	APCHK	103017	GERARD WODKA	FEES/DUES/SUBSCRIPTIONS	630-307	30	25.00
01/27/2025	APCHK	103018*#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE	210-204	00	16,160.15
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	70.21
				LIFE INSURANCE - COMMISSIONERS	435-148	07	21.24
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	7,126.10
				LIFE INSURANCE - PLAN COMMISSION	510-340	15	70.21
				HEALTH/DENTAL/LIFE INSURANCE	550-141	20	2,612.76
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	53,482.41
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	5,466.60
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	6,730.69
				CHECK APCHK 103018 TOTAL FOR FUND 01:			91,740.37
01/27/2025	APCHK	103019	HAYES MECHANICAL	MAINTENANCE - BUILDING	630-228	30	1,720.00
01/27/2025	APCHK	103021#	HOME DEPOT CREDIT SERVICES	MAINTENANCE - BUILDING	466-228	10	29.74
				COMMUNITY EVENTS	585-522	20	290.54
				COMMUNITY EVENTS	585-522	20	151.72
				COMMUNITY EVENTS	585-522	20	1,240.85
				COMMUNITY EVENTS	585-522	20	208.93
				COMMUNITY EVENTS	585-522	20	331.80
				COMMUNITY EVENTS	585-522	20	99.00
				CHECK APCHK 103021 TOTAL FOR FUND 01:			2,352.58
01/27/2025	APCHK	103022	IL PUBLIC WORKS MUTUAL AID NETWORK	FEES/DUES/SUBSCRIPTIONS	710-307	35	100.00
01/27/2025	APCHK	103023	ILLINOIS ASSOCIATION OF PARK	FEES DUES SUBSCRIPTIONS	455-307	20	720.43
01/27/2025	APCHK	103027#	INDUSTRIAL ELECTRICAL SUPPLY	MAINTENANCE SUPPLIES	570-331	20	53.82

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				MAINTENANCE SUPPLIES	570-331	20	85.65
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	28.88
				CHECK APCHK 103027 TOTAL FOR FUND 01:			168.35
01/27/2025	APCHK	103028	IRMA	SELF INSURANCE - DEDUCTIBLE	480-273	10	1,107.50
				SELF INSURANCE - DEDUCTIBLE	480-273	10	4,311.74
				CHECK APCHK 103028 TOTAL FOR FUND 01:			5,419.24
01/27/2025	APCHK	103029	JOANNE JANSSEN	ACTIVE ADULT PROGRAM	590-517	20	50.00
01/27/2025	APCHK	103031	JULIE, INC.	J.U.L.I.E.	755-332	35	3,226.00
01/27/2025	APCHK	103032	KEVRON PRINTING & DESIGN INC	PRINTING & PUBLISHING	810-302	40	53.91
01/27/2025	APCHK	103033	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00
01/27/2025	APCHK	103035#	KONICA MINOLTA BUSINESS SOLUTIONS	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 103035 TOTAL FOR FUND 01:			600.00
01/27/2025	APCHK	103036*#	LANDWORKS LTD	CONTINGENCIES	490-799	10	246,000.00
01/27/2025	APCHK	103037*#	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	13,650.00
01/27/2025	APCHK	103038	LAW ENFORCEMENT TRAINING LLC	EDP LICENSES	640-263	30	1,620.00
01/27/2025	APCHK	103039	LAW OFFICES STORINO RAMELLO&DURKIN	FEES - VILLAGE ATTORNEY	470-239	10	15,053.65
				FEES - VILLAGE ATTORNEY	470-239	10	435.60
				FEES - LABOR COUNSEL	470-242	10	583.00
				CHECK APCHK 103039 TOTAL FOR FUND 01:			16,072.25
01/27/2025	APCHK	103040	LEONARD B CANNATA	RED LIGHT - ADJUDICATOR	630-246	30	1,012.00
01/27/2025	APCHK	103041	LOMAR CODE ENFORCEMENT	CODE ENFORCE INSPECTION	830-119	40	2,025.00
01/27/2025	APCHK	103045	MID-STATES ORGANIZED CRIME	FEES/DUES/SUBSCRIPTIONS	630-307	30	200.00
01/27/2025	APCHK	103047	MONROE TRUCK EQUIPMENT INC	SALT	755-331	35	11,631.00
01/27/2025	APCHK	103048#	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING	466-228	10	1,222.50
				MAINTENANCE - BUILDING	466-228	10	11,880.00

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				MAINTENANCE - EQUIPMENT	570-411	20	900.00
				MAINTENANCE - BUILDING	630-228	30	1,222.50
				CHECK APCHK 103048 TOTAL FOR FUND 01:			15,225.00
01/27/2025	APCHK	103049#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	386.81
				NICOR GAS (825 MIDWAY)	570-235	20	295.62
				NICOR GAS (7760 QUINCY)	630-235	30	538.58
				NICOR GAS	725-415	35	496.50
				CHECK APCHK 103049 TOTAL FOR FUND 01:			1,717.51
01/27/2025	APCHK	103050	NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	12,640.00
				TREE MAINTENANCE	750-338	35	12,800.00
				CHECK APCHK 103050 TOTAL FOR FUND 01:			25,440.00
01/27/2025	APCHK	103051	NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	200.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	200.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	100.00
				CHECK APCHK 103051 TOTAL FOR FUND 01:			500.00
01/27/2025	APCHK	103052#	ODELSON, MURPHEY, FRAZIER	FEES - VILLAGE ATTORNEY	470-239	10	555.00
				FEES - FIELD COURT ATTORNEY	630-241	30	92.50
				LEGAL FEES	820-239	40	92.50
				CHECK APCHK 103052 TOTAL FOR FUND 01:			740.00
01/27/2025	APCHK	103053#	ORBIS SOLUTIONS	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	280.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	280.00
				CONSULTING SERVICES - IT	460-306	10	49.90
				CONSULTING SERVICES - IT	460-306	10	1,496.55
				INFORMATIONAL TECH SERVICES	555-308	20	49.90
				INFORMATIONAL TECH SERVICES	555-308	20	1,496.55
				INFORMATIONAL TECH SERVICES	640-308	30	194.90
				INFORMATIONAL TECH SERVICES	640-308	30	1,496.55
				INFORMATIONAL TECH SERVICES	715-308	35	49.90
				INFORMATIONAL TECH SERVICES	715-308	35	1,496.55
				INFORMATIONAL TECH SERVICES	815-308	40	49.90
				INFORMATIONAL TECH SERVICES	815-308	40	1,496.55
				CHECK APCHK 103053 TOTAL FOR FUND 01:			8,437.25
01/27/2025	APCHK	103054	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	630-228	30	131.00

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01/27/2025	APCHK	103055	OZINGA READY MIX CONCRETE, INC.	STREET IMPROVEMENTS	765-685	35	1,715.00
01/27/2025	APCHK	103056	P.F. PETTIBONE & CO.	PRINTING & PUBLISHING	630-302	30	18.50
				PRINTING & PUBLISHING	630-302	30	18.50
				CHECK APCHK 103056 TOTAL FOR FUND 01:			37.00
01/27/2025	APCHK	103059	PEGGY REYER	ACTIVE ADULT PROGRAM	590-517	20	517.00
01/27/2025	APCHK	103060	PROMOS 911 INC	COMMODITIES	670-331	30	339.98
				COMMODITIES	670-331	30	726.43
				CHECK APCHK 103060 TOTAL FOR FUND 01:			1,066.41
01/27/2025	APCHK	103061	RAGS ELECTRIC, INC	MAINTENANCE - EQUIPMENT	570-411	20	603.00
01/27/2025	APCHK	103062	RATHS, RATHS & JOHNSON, INC.	ENGINEERING SERVICES	820-262	40	872.50
01/27/2025	APCHK	103063	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	157.82
				UNIFORMS	630-345	30	101.98
				CHECK APCHK 103063 TOTAL FOR FUND 01:			259.80
01/27/2025	APCHK	103064	RBH CONSTRUCTION, LLC	MAINTENANCE - BUILDING	630-228	30	3,000.00
01/27/2025	APCHK	103065	RUTH LAKE COUNTRY CLUB	ACTIVE ADULT PROGRAM	590-517	20	4,633.88
01/27/2025	APCHK	103066	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICES	820-260	40	6,692.95
				BUILDING, PLAN REVIEW & INSP. SERVICES	820-260	40	175.03
				CHECK APCHK 103066 TOTAL FOR FUND 01:			6,867.98
01/27/2025	APCHK	103067	SIGNS NOW	OFFICE SUPPLIES	455-301	10	43.90
01/27/2025	APCHK	103068	STARVED ROCK LODGE	ACTIVE ADULT PROGRAM	590-517	20	1,600.00
01/27/2025	APCHK	103069	STARVED ROCK LODGE	ACTIVE ADULT PROGRAM	590-517	20	485.00
01/27/2025	APCHK	103070*#	TAMELING GRADING	MAINTENANCE - EQUIPMENT	570-411	20	502.00
01/27/2025	APCHK	103071	TAMELING INDUSTRIES	STREET IMPROVEMENTS	765-685	35	1,985.40
				STREET IMPROVEMENTS	765-685	35	232.20
				STREET IMPROVEMENTS	765-685	35	340.20
				STREET IMPROVEMENTS	765-685	35	193.50
				STREET IMPROVEMENTS	765-685	35	695.70
				CHECK APCHK 103071 TOTAL FOR FUND 01:			3,447.00

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01/27/2025	APCHK	103072	THE DAVENPORT GROUP USA, LTD.	SPECIAL PROJECTS	810-305	40	4,123.00
01/27/2025	APCHK	103073	TK ELEVATOR CORPORATION	MAINTENANCE - BUILDING	466-228	10	550.00
01/27/2025	APCHK	103074	TKB ASSOCIATES INC	DOCUMENT STORAGE/SCANNING	460-267	10	3,600.00
01/27/2025	APCHK	103075	TRAFFIC CONTROL CORPORATION	ROAD SIGNS	755-333	35	5,577.00
01/27/2025	APCHK	103076	TRANSUNION RISK AND ALTERNATIVE	FEES/DUES/SUBSCRIPTIONS	630-307	30	150.00
				FEES/DUES/SUBSCRIPTIONS	630-307	30	150.00
				CHECK APCHK 103076 TOTAL FOR FUND 01:			300.00
01/27/2025	APCHK	103077	ULINE	COMMUNITY EVENTS	585-522	20	807.13
01/27/2025	APCHK	103079*#	UNDERGROUND PIPE SOLUTIONS	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	5,000.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,062.50
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,900.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,000.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,500.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,700.00
				CHECK APCHK 103079 TOTAL FOR FUND 01:			19,162.50
01/27/2025	APCHK	103080	UNIFORMS DIRECT LLC	UNIFORMS	630-345	30	30.00
01/27/2025	APCHK	103084#	WAREHOUSE DIRECT, INC.	UNIFORMS	401-315	10	79.61
				OFFICE SUPPLIES	455-301	10	111.36
				OFFICE SUPPLIES	455-301	10	16.02
				OFFICE SUPPLIES	710-301	35	43.60
				CHECK APCHK 103084 TOTAL FOR FUND 01:			250.59
01/27/2025	APCHK	103086	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
01/27/2025	APCHK	103088	WILLOWBROOK CURRENCY EXCHANGE	MAINTENANCE - BUILDING	630-228	30	200.00
01/27/2025	APCHK	103089#	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	60.00
				TRAINING	555-304	20	30.00
				CHECK APCHK 103089 TOTAL FOR FUND 01:			90.00
01/27/2025	APCHK	103090	WOODRIDGE PARK DISTRICT	ACTIVE ADULT PROGRAM	590-517	20	520.74
01/27/2025	APCHK	420 (E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	58.08
				COMMISSARY PROVISION	455-355	10	148.26
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	417.10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				COMMUNITY EVENTS	585-522	20	59.99
				CARES PROGRAM (SHOP W/COP)	630-244	30	84.30
				CARES PROGRAM (SHOP W/COP)	630-244	30	(33.98)
				CARES PROGRAM (SHOP W/COP)	630-244	30	(34.99)
				CARES PROGRAM (SHOP W/COP)	630-244	30	(34.99)
				CARES PROGRAM (SHOP W/COP)	630-244	30	(34.99)
				OFFICE SUPPLIES	630-301	30	39.11
				PRINTING & PUBLISHING	630-302	30	64.77
				OPERATING EQUIPMENT	630-401	30	364.50
				COMMODITIES	670-331	30	195.89
				OFFICE SUPPLIES	810-301	40	33.00
				CHECK APCHK 420(E) TOTAL FOR FUND 01:			<u>1,326.05</u>
				Total for fund 01 GENERAL FUND			723,647.11

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
12/26/2024	APCHK	416(E)*#	FIRST NATIONAL BANK OMAHA	SCHOOLS CONFERENCE TRAVEL	401-304	50	21.60
01/21/2025	APCHK	419(E)#	IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PAYABLE - CURRENT	280-114	00	21,800.53
				INTEREST - IEPA LOAN	449-105	50	5,423.57
				CHECK APCHK 419(E) TOTAL FOR FUND 02:			27,224.10
01/27/2025	APCHK	102979	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	125.33
01/27/2025	APCHK	102980	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	62.55
01/27/2025	APCHK	102987	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	950.00
01/27/2025	APCHK	102994	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC	425-474	50	500.00
				WELLHOUSE REPAIRS & MAIN - WB EXEC	425-474	50	500.00
				CHECK APCHK 102994 TOTAL FOR FUND 02:			1,000.00
01/27/2025	APCHK	103005	CORE & MAIN LP	METER REPLACEMENT	435-462	50	16,752.00
				METER REPLACEMENT	435-462	50	352.74
				CHECK APCHK 103005 TOTAL FOR FUND 02:			17,104.74
01/27/2025	APCHK	103011*#	ERYN WITT	FINANCIALS SERVICES	401-309	50	106.08
				FINANCIALS SERVICES	401-309	50	130.00
				CHECK APCHK 103011 TOTAL FOR FUND 02:			236.08
01/27/2025	APCHK	103012	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	200.00
01/27/2025	APCHK	103013*#	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	5,500.00
				SPOILS HAULING SERVICES	430-280	50	5,500.00
				SPOILS HAULING SERVICES	430-280	50	6,050.00
				SPOILS HAULING SERVICES	430-280	50	6,050.00
				SPOILS HAULING SERVICES	430-280	50	5,500.00
				SPOILS HAULING SERVICES	430-280	50	5,500.00
				SPOILS HAULING SERVICES	430-280	50	5,500.00
				CHECK APCHK 103013 TOTAL FOR FUND 02:			39,600.00
01/27/2025	APCHK	103014*#	FOX TOWN PLUMBING INC	OPERATING EQUIPMENT	430-401	50	1,905.00
01/27/2025	APCHK	103018*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,336.14
				HEALTH/DENTAL/LIFE INSURANCE	401-141	50	6,681.40
				CHECK APCHK 103018 TOTAL FOR FUND 02:			8,017.54

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND				CHECK APCHK 103018 TOTAL FOR FUND 02:			8,017.54
01/27/2025	APCHK	103020*#	HIGH STAR TRAFFIC	OPERATING EQUIPMENT	430-401	50	139.75
01/27/2025	APCHK	103025	ILLINOIS SECTION AWWA	SCHOOLS CONFERENCE TRAVEL	401-304	50	60.00
01/27/2025	APCHK	103026	ILLINOIS TOLLWAY	VEHICLE MAINTENANCE	401-350	50	16.00
01/27/2025	APCHK	103030	JUAN DELAROSA	SCHOOLS CONFERENCE TRAVEL	401-304	50	400.00
01/27/2025	APCHK	103034	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	4,723.15
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	772.50
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	2,430.80
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	7,767.95
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	6,953.05
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	5,461.67
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	2,653.72
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	3,295.55
				CHECK APCHK 103034 TOTAL FOR FUND 02:			34,058.39
01/27/2025	APCHK	103037*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	9,100.00
01/27/2025	APCHK	103043	METROPOLITAN INDUSTRIES INC	PHONE - TELEPHONES	401-201	50	138.00
01/27/2025	APCHK	103044	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	615.00
01/27/2025	APCHK	103046	MIDWEST METER INC	NEW METERING EQUIPMENT	435-461	50	17,820.00
01/27/2025	APCHK	103057	PACE ANALYTICAL SERVICES, LCC	SAMPLING ANALYSIS	420-362	50	206.00
01/27/2025	APCHK	103058	PARTS AUTHORITY LLC	VEHICLE MAINTENANCE	401-350	50	7.30
01/27/2025	APCHK	103070*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	4,960.00
01/27/2025	APCHK	103079*#	UNDERGROUND PIPE SOLUTIONS	WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	3,300.00
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	3,500.00
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	3,700.00
				CHECK APCHK 103079 TOTAL FOR FUND 02:			10,500.00
01/27/2025	APCHK	103082	USABLUBOOK	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	916.65
01/27/2025	APCHK	103083	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50	910.56
				POSTAGE & METER RENT	401-311	50	889.18
				CHECK APCHK 103083 TOTAL FOR FUND 02:			1,799.74

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
01/27/2025	APCHK	103085	WEST SIDE TRACTOR SALES	VEHICLE MAINTENANCE	401-350	50	785.51
01/27/2025	APCHK	421 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	139,014.54
				Total for fund 02 WATER FUND			316,983.82

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
01/27/2025	APCHK	102991	BEACON ATHLETICS	BORSE PARK PHASE II	600-347	55	23,252.00
01/27/2025	APCHK	102999*#	CHRISTOPHER B. BURKE	STORMWATER MASTER PLAN	600-306	55	2,282.77
				CREEKSIDE PARK IMPROVEMENTS	600-345	55	1,042.00
				CREEKSIDE PARK IMPROVEMENTS	600-345	55	14,840.75
				BORSE PARK PHASE II	600-347	55	6,056.31
				CHECK APCHK 102999 TOTAL FOR FUND 10:			24,221.83
01/27/2025	APCHK	103020*#	HIGH STAR TRAFFIC	STREET SIGN REPLACEMENT	600-320	55	12,750.15
01/27/2025	APCHK	103036*#	LANDWORKS LTD	CREEKSIDE PARK IMPROVEMENTS	600-345	55	43,091.45
				BORSE PARK PHASE II	600-347	55	338,614.99
				CHECK APCHK 103036 TOTAL FOR FUND 10:			381,706.44
01/27/2025	APCHK	103081	UPLAND DESIGN, LTD.	BORSE PARK - PHASE III	600-355	55	5,553.12
01/27/2025	APCHK	103087	WILLOW ELECTRIC SUPPLY CO., INC.	CREEKSIDE PARK IMPROVEMENTS	600-345	55	21,097.80
				FARMINGDALE TERRACE PROJECT	600-346	55	21,097.80
				BORSE PARK PHASE II	600-347	55	21,097.80
				CHECK APCHK 103087 TOTAL FOR FUND 10:			63,293.40
				Total for fund 10 CAPITAL PROJECT FUND			510,776.94

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
01/27/2025	APCHK	103008*#	DUPAGE COUNTY	MAINT TRAFFIC SIGNALS	745-224	15	3,926.76
01/27/2025	APCHK	103018*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	445.38
01/27/2025	APCHK	103024	ILLINOIS DEPT. OF TRANSPORTATION	MAINT TRAFFIC SIGNALS	745-224	15	1,929.63
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			6,301.77

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 17 SERIES 2022 BOND							
01/27/2025	APCHK	103042	MALLON AND ASSOCIATES, INC.	OTHER PROFESSIONAL SERVICE (WEDP)	540-425	80	5,135.27
01/27/2025	APCHK	103078	UMB BANK N.A.	ADMINISTRATIVE FEES	550-460	80	185.50
				Total for fund 17 SERIES 2022 BOND			5,320.77
TOTAL - ALL FUNDS							1,563,030.41

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



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.e.

DATE: January 27, 2025

SUBJECT:

A RESOLUTION TO ENDORSE THE LEGISLATIVE ACTION PROGRAM OF THE DUPAGE MAYORS AND MANAGERS CONFERENCE FOR THE 2025 LEGISLATIVE SESSION

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Resolution to support the 2025 Legislative Action Plan (LAP) of the DuPage Mayors and Managers Conference (DMMC).

BACKGROUND/SUMMARY

Annually, the DMMC adopts a Legislative Action Program (LAP). The Village is a long-standing member of the Conference and supports the comprehensive platform that protects and benefits the Village. The DMMC establishes positions on legislative issues that collectively benefit member municipalities. DMMC's Legislative Committee recommends these priorities. The final priorities are approved and adopted by the DMMC Board of Directors. Once adopted by the Village Board, a signed and certified copy of the attached resolution will be forwarded to the DuPage Mayors and Managers Conference,

FINANCIAL IMPACT

No financial impact from this resolution.

RECOMMENDED ACTION:

Adopt the resolution to support the 2025 LAP of the DMMC.

RESOLUTION NO. 25-R-_____

**A RESOLUTION TO ENDORSE THE LEGISLATIVE ACTION PROGRAM OF THE
DUPAGE MAYORS AND MANAGERS CONFERENCE FOR THE
2025 LEGISLATIVE SESSION**

WHEREAS, the Village of Willowbrook is a member of the DuPage Mayors and Managers Conference; and

WHEREAS, the DuPage Mayors and Managers Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to further protect and benefit the interests of its member municipalities, residents and businesses in these municipalities, and the region generally; and

WHEREAS, on November 20, 2024 the DuPage Mayors and Managers Conference Membership voted unanimously to adopt its 2025 Legislative Action Program, attached hereto as Exhibit “A”; and

WHEREAS, the Village of Willowbrook, will be individually benefitted by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the Village of Willowbrook regarding legislative positions that may be presented in official capacity or on behalf of the municipality:

1. Municipal Revenues and Unfunded Mandates;
2. Sustainable Public Pension Systems;
3. Freedom of Information Act and Open Meetings Act; and
4. Transportation and Infrastructure.

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

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

SECTION 2: The Village hereby adopts as its legislative positions and priorities for the 2025 Legislative Session the positions, goals, and principles of the DMMC’s 2025 Legislative Action Program, a copy of which is attached hereto as Exhibit “A”, and made a part hereof.

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval, as required by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 27th day of January, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

2025 LEGISLATIVE ACTION PROGRAM



DuPage Mayors and Managers Conference

an association of municipalities representing 1,000,000 people

2025 Legislative Action Program

A coalition of cities and villages working together, the Conference fosters collaboration and advocates for excellence in municipal government.

Municipal Revenues and Unfunded Mandates

Per-capita funding through the Local Government Distributive Fund (LGDF) benefits all municipalities, supporting community services such as infrastructure, social services, public safety pensions, and unfunded mandates such as lead service line replacement. LGDF allows local officials to invest locally generated revenue where it is needed most without raising taxes.

Unfunded mandates preempt local control and divert revenue from essential programs and services our communities rely upon.

Sustainable Public Pension Systems

Municipalities take pride in generously compensating our heroic first responders and dedicated employees for their service to the community. "Safe Harbor" for municipal police and firefighters was fully addressed in 2019, and taxpayers are beginning to see the benefits of Tier 2 and the consolidation of downstate public safety pension funds.

Public pensions, and the taxpayers that fund them, must be protected by preventing further Tier 2 pension benefit increases for police, fire, and IMRF.

Freedom of Information Act and Open Meetings Act

Common sense changes to the Freedom of Information Act, such as adopting the federal definition of commercial requests & requiring a conviction for the public release of body camera arrest footage to protect citizens' privacy, will preserve transparency & mitigate the abuse of FOIA for entertainment & profit.

Open Meetings Act changes to allow remote meetings of committees and advisory boards that refer final action to another decision-making body will increase efficiency, transparency, and public participation.

Transportation and Infrastructure

Investments in local infrastructure and a robust, reliable, and affordable public transit system are critical for the prosperity of our region. Legislation to reform public transportation must prioritize consensus-driven governance, local control, equitable service levels across the region, and a sustainable funding model.

Municipal representation in transit governance must be preserved and strengthened to align regional decision-making with the needs of our communities.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.f.

DATE: January 27, 2025

SUBJECT:

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE DUPAGE COUNTY CHAPTER OF THE NATIONAL ALLIANCE ON MENTAL ILLNESS ("NAMI") TO MUTUALLY PROMOTE "P.D. CONNECT" ("PDC") IN THE VILLAGE OF WILLOWBROOK

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Review a resolution adopting a memorandum of understanding between the Village of Willowbrook and NAMI (National Alliance on Mental Illness) DuPage, an Illinois nonprofit corporation, to mutually promote a collaborative new program, "P.D. Connect" ("PDC") in the Village of Willowbrook.

BACKGROUND/SUMMARY

The DuPage County chapter of the National Alliance on Mental Illness (NAMI) is seeking a partnership with the Willowbrook Police Department in 2025 in order to better serve the citizens of the Village who are in need of valuable mental health services or who, in times of crisis, reach out to the police department for aid.

NAMI DuPage was founded by a group of parents in 1985 as an affiliate of the National Alliance on Mental Illness. With a similar mission, these parents wanted to provide better resources for families facing mental health diagnoses. NAMI DuPage has grown from this handful of parents to the largest catalyst for mental health reform in DuPage County. The Willowbrook Police Department has currently been utilizing resources provided by NAMI for over a decade.

For context, consider the following:

- 1 in 5 U.S. adults experience mental illness each year.
- 1,754,000 adults in Illinois have a mental health condition
- 1 in 20 U.S. adults experience serious mental illness each year.
- In Illinois, 403,000 adults have a serious mental illness.
- 4,873,491 people in Illinois live in a community that does not have enough mental health professionals.

NAMI is committed to advancing efforts to reimagine crisis response in our country; most notably through the Crisis Intervention Team (CIT) Program and more recently with the nationwide 988 Crisis



Response Lifeline. The goal is to serve the police officers who are serving their communities by providing access to mental health professionals, advocates, and resources to the people who need it most.

PDC is designed to offer police better options for noncustodial decisions when they respond to calls in which mental illness is a factor. PDC is effective on two levels:

It supports the work of police officers by educating them about the value of offering mental health treatment alternatives, demonstrates how referrals can reduce mental health intervention calls, and provides support needed by officers to meet the challenges of policing a person with mental illness.

It educates and supports individuals and families regarding free mental health services in their community and provides them with additional opportunities for treatment.

The alliance between NAMI DuPage and the Willowbrook Police Department will take the form of a Memorandum of Understanding (MOU) that will allow for formal collaboration between the two parties, providing better mental health assistance to the residents of Willowbrook.

FINANCIAL IMPACT

None

RECOMMENDED ACTION:

Adopt the Resolution

RESOLUTION NO. 25-R-_____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM
OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND
THE DUPAGE COUNTY CHAPTER OF THE NATIONAL ALLIANCE ON
MENTAL ILLNESS (“NAMI”) TO MUTUALLY PROMOTE “P.D. CONNECT”
 (“PDC”) IN THE VILLAGE OF WILLOWBROOK**

WHEREAS, the corporate authorities of the Village of Willowbrook (“Village”) find it advisable, necessary and in the best interest of the public to enter into a Memorandum of Understanding (“MOU”) with the DuPage County Chapter of the National Alliance on Mental Illness (“NAMI”) to mutually promote a collaborative new mental health program, “P.D. Connect” (“PDC”), in the Village of Willowbrook.

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

SECTION 1. The corporate authorities of the Village hereby approve and authorize the Police Chief to execute the MOU on behalf of the Village, a copy of which is attached hereto as Exhibit “A”, and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 2. This Resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED and APPROVED this 27th day of January, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF
WILLOWBROOK AND THE DUPAGE COUNTY CHAPTER OF THE NATIONAL
ALLIANCE ON MENTAL ILLNESS (“NAMI”)**

NAMI DUPAGE P.D. CONNECT
MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) dated January 27th, 2025, between NAMI DuPage, an Illinois nonprofit corporation, and Police Department of Willowbrook.

I. BACKGROUND

The mission of NAMI DuPage is to provide support, advocacy, and education in order to improve the quality of life of individuals with mental illnesses and their families.

That the Police Department of Willowbrook, Illinois and NAMI DuPage wish to create a beneficial partnership/collaboration to improve police responses to mental illness in the Willowbrook community.

Together, NAMI DuPage and Willowbrook enter into the Memorandum of Understanding (MOU) to mutually promote a collaborative new program, “P.D. Connect” (“PDC”) in the village of Willowbrook. The term of this agreement shall be from January 1, 2025 - December 31, 2025, which may be extended upon mutual agreement. Accordingly, NAMI DuPage and the Police Department of Willowbrook (“the parties”) will operate under this MOU as follows:

II. PURPOSE AND SCOPE

The parties acknowledge that a significant portion of police-citizen contacts involve people with mental illness. (Estimated at 10% or greater.) Further, many of said citizens have untreated or undertreated mental illness and may have neither the means nor ability to access appropriate care and services on their own volition. These individuals often have a rapidly deteriorating mental status and may be the subject of repeated police calls by family or community members. Parties believe additional information, treatment and resources must be employed in order to improve outcomes for mentally ill individuals and reduce police interventions.

PDC is designed to offer police better options for noncustodial decisions when they respond to calls in which mental illness is a factor. PDC is effective on two levels:

- It supports the work of police officers by educating them about the value of offering mental health treatment alternatives, demonstrates how referrals can reduce mental health intervention calls, and provides support they need to meet the challenges of policing a person with mental illness.

- It educates and supports individuals and families about free mental health services in their community and provides them with additional opportunities for treatment.

III. PROGRAM RESPONSIBILITIES

NAMI DuPage:

- May attend roll call presentations to all shifts at least once per year to inform police officers about NAMI DuPage's services and how NAMI can assist them when they respond to a mental health triggered incident.
- Shall provide police officers with NAMI DuPage referral cards to leave with individuals/family members at the conclusion of a mental health call.
- Upon referral to PDC services by Willowbrook Police Department, NAMI DuPage will assign the case to a Family or Recovery Peer Counselor, contacting the individual/family within two weeks of referral and offering support and service options through NAMI DuPage as well as other community resources. If no contact is made, additional efforts will be made again at one week, post referral.

Willowbrook Police Department will:

- If feasible, permit NAMI DuPage to make presentations at roll call of all shifts at least once per year to inform police officers about NAMI DuPage's services and how NAMI can assist them when they respond to a mental health triggered incident.
- Shall provide NAMI DuPage referral cards to all appropriate mental health cases.
- Complete online Police referral form, OR, call NAMI DuPage, detailing symptoms or behaviors observed, and requesting NAMI DuPage PDC services for all appropriate mental health cases.
- Shall provide NAMI DuPage notice of further police contact with any individuals and families previously referred through the Police Referral portal to the PDC Program.

Both NAMI DuPage and Willowbrook Police Department will assign one person as the official contact and coordinate the activities of carrying out this MOU. The initial appointees of each organization are:

- Lissette Duarte, Director of Community Education
L.duarte@namidupage.org
630-652-0066 x 218
- Inez Bensen, Sergeant
ibenson@willowbrook.il.us
630-325-2808

That said designees will meet virtually at least quarterly to discuss progress on program, or more frequently if needed.

IV. ADMINISTRATIVE RESPONSIBILITIES

- A. RESPONSIBILITY FOR OWN ACTIONS:** NAMI DuPage and Willowbrook Police Department will each have sole responsibility for the planning, management, and implementation of its own activities relating to Program execution.
- B. PARTICIPATION DOCUMENTS:** To the extent that NAMI DuPage requests a waiver from any program participant for media releases, liability, or any similar agreements, it is the intent of the parties that they are used for the benefit of both NAMI DuPage and the Willowbrook Police Department.
- C. HARASSMENT & DISCRIMINATION:** NAMI DuPage and Willowbrook Police Department are committed to providing a safe and welcoming environment for clients, employees and community members. To that end, neither Party will harass, discriminate, retaliate, or be abusive toward each other's clients, volunteers, employees, directors, guests, vendors, or invitees.
- D. COOPERATION:** NAMI DuPage and Willowbrook Police Department will cooperate with each other in connection with PDC including (1) carrying out obligations on a timely basis; (2) keeping each other advised about potential issues; (3) promptly responding to communications from one another; (4) meeting, as provided in the MOU or as otherwise agreed to discuss planning, execution and outcomes; (5) working in good faith to resolve problems; (6) providing one another with information and documents as may be appropriate in connection with PDC activities; and (7) Assisting NAMI DuPage in securing additional funding sources, when possible.
- E. PROGRAM EVALUATION:** NAMI DuPage will collect, analyze, and disseminate data about PDC to evaluate its effectiveness, comply with external funding and reporting obligations, and carry out its communication activities. The Willowbrook Police Department will cooperate in these efforts by providing NAMI DuPage with the reports and data contemplated by the program and discussed above, and such other information as NAMI DuPage may reasonably request.
- F. NAME AND LOGO:** NAMI DuPage and Willowbrook Police Department may use the other's name, logo, and other marks for purposes of promoting PDC and their collaboration on their website and in social media platforms, and in posters, newsletters, brochures, and other outreach materials. Neither party will obtain any rights to the marks or logos of the other. Prior to circulating any such information, the parties shall, if possible, provide a copy to the other for review, and accommodate changes when feasible.

- G. LIMITATION OF LIABILITY:** Neither party will be liable to the other for any incidental, special consequential exemplary, punitive or indirect damages arising out of or otherwise related to the MOU.
- H. INDEMNIFICATION:** Willowbrook Police Department will indemnify, and hold harmless NAMI DuPage, and its directors, officers, employees, agents, and assigns (collectively, the “Client Parties”) against all claims, liabilities, losses, damages, and expenses, including, without limitation, claims in respect of death, bodily injury, or property damage (collectively, “Loss”) any client or program participant may suffer and which arise directly or indirectly from: (a) NAMI DuPage’s performance under or breach of this MOU; (b) conditions at NAMI DuPage facilities; or (c) actions of NAMI DuPage or its volunteers including, without limitation, interactions between such persons and Program participants, Client members, or NAMI DuPage employees. NAMI DuPage will not have any obligation to indemnify Willowbrook Police Department for any actions or claims arising out of this project and/or relationship of the Parties.
- I. TERMINATION:** Either NAMI DuPage or Willowbrook Police Department may terminate this Memorandum of Understanding by providing a notice by EMAIL AND by LETTER to the parties identified at the beginning of this MOU. All written letters shall be delivered to NAMI DuPage office at *115 N. County Farm Rd, Wheaton, IL 60187*.

V. GENERAL PROVISIONS

- A. ENTIRE AGREEMENT:** This MOU, together with the Project Plan and other exhibits, expresses NAMI DuPage and Willowbrook Police Department final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing or understanding between The Parties relating to its subject matter. If there are any inconsistencies, this MOU will control.
- B. AMENDMENT:** This MOU may be amended only as stated in and by a writing signed by both NAMI DuPage and Willowbrook Police Department which recites that it is an amendment to this MOU.
- C. SEVERABILITY:** If any provision of this MOU is held illegal, invalid, or unenforceable, all other provisions of this MOU will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.
- D. ASSIGNMENT:** Neither party may, directly or indirectly, assign its rights or delegate its duties under this MOU to anyone else without prior written consent of the other party.
- E. INDEPENDENCE:** NAMI DuPage and Willowbrook Police Department are and will remain independent contracting parties. The arrangements contemplated by The Parties do not create a partnership, joint venture,

employment, fiduciary, or similar relationship for any purpose. Neither NAMI DuPage nor Willowbrook Police Department has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term “partner” or comparable term in any communication is solely for convenience.

- F. NOTICES:** Notices, approvals, and consents under this MOU must be in writing and delivered by mail, email or personal delivery to the parties identified at beginning of this MOU.

NAMI DuPage

Village of Willowbrook

Signature

Signature

Print Name and Title

Lauren Kaspar, Chief of Police
Print Name and Title

Date

January 27, 2025
Date



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.g.

DATE: January 27, 2025

SUBJECT:

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE WASHINGTON/BALTIMORE HIGH INTENSITY DRUG TRAFFICKING AREA ("W/B HIDTA") TO AUTHORIZE THE VILLAGE TO PARTICIPATE IN THE OVERDOSE DETECTION MAPPING APPLICATION PROGRAM ("ODMAP") SYSTEM

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

A Resolution adopting a memorandum of understanding between the Village of Willowbrook and the Washington/Baltimore High Intensity Drug Trafficking Area (W/B HIDTA), which is responsible for coordinating the overdose detection mapping application program (ODMAP) system.

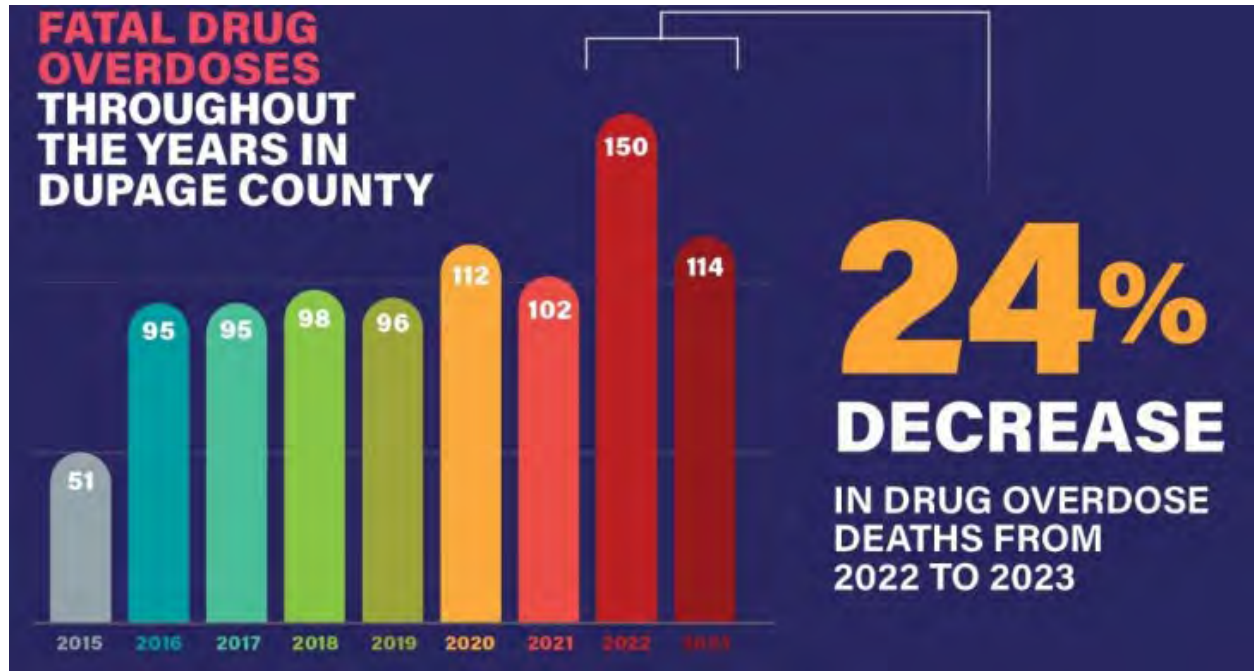
BACKGROUND/SUMMARY

ODMAP is a free, web-based, mobile-friendly platform for near real-time reporting and surveillance of suspected fatal and non-fatal overdose events. ODMAP's goal is to provide near real-time data to public safety and public health agencies, enabling them to mobilize responses to overdoses as quickly as possible. The platform displays suspected overdose event data within and across jurisdictions, helping agencies identify spikes and clusters of suspected overdose events in their community, neighboring communities, and across the country.

Each agency wishing to use the system needs to sign a participation agreement, which is designed to protect the data within the system. ODMAP data is controlled unclassified information (CUI) and may only be released to authorized personnel. Recipients of this information must have a need and right to know the information in the performance of their criminal justice and public health functions. Once signed, they can begin uploading data in near real-time through a variety of methodologies. ODMAP is only available to government (federal, state, local, or tribal) agencies serving the interests of public safety and public health.



Thankfully, overdose deaths in DuPage County dropped by 24% from 2022 to 2023, but it does not predict the future. The graph shows how overdose deaths in DuPage County have spiked historically. The use of ODMAP by the Willowbrook Police Department is an additional resource that could help mobilize responses quicker should spikes or clusters of overdoses occur in the future.



FINANCIAL IMPACT

None

RECOMMENDED ACTION:

Adopt the Resolution

RESOLUTION NO. 25-R-_____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM
OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND
THE WASHINGTON/BALTIMORE HIGH INTENSITY DRUG TRAFFICKING
AREA (“W/B HIDTA”) TO AUTHORIZE THE VILLAGE TO PARTICIPATE
IN THE OVERDOSE DETECTION MAPPING APPLICATION PROGRAM
(“ODMAP”) SYSTEM**

WHEREAS, the corporate authorities of the Village of Willowbrook (“Village”) find it advisable, necessary and in the best interest of the public to enter into a Memorandum of Understanding (“MOU”) with the Washington/Baltimore High Intensity Drug Trafficking Area (“W/B HIDTA”) authorizing the Village Police Department to participate in the Overdose Detection Mapping Application Program (“ODMAP”) System.

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

SECTION 1. The corporate authorities of the Village hereby approve and authorize the Village Police Chief to execute the MOU on behalf of the Village, a copy of which is attached hereto as Exhibit “A”, and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 2. This Resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED and APPROVED this 27th day of January, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

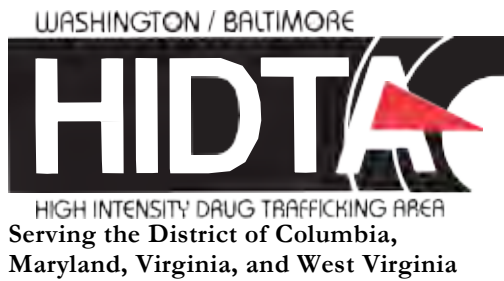
Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF
WILLOWBROOK AND THE WASHINGTON/BALTIMORE HIGH INTENSITY DRUG
TRAFFICKING AREA (“W/B HIDTA”)**



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1800 Washington Blvd, Suite 210, Baltimore, Maryland 21230



**PARTICIPATION AGREEMENT
FOR
OVERDOSE DETECTION MAPPING APPLICATION PROGRAM (ODMAP)
BETWEEN WASHINGTON/BALTIMORE HIGH INTENSITY DRUG TRAFFICKING
AREA (W/B HIDTA)
AND**

Village of Willowbrook

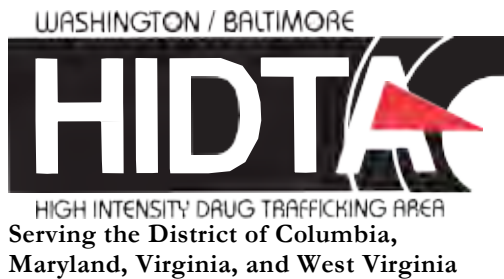
[AGENCY]

This Agreement is made and entered into between the Washington/Baltimore High Intensity Drug Trafficking Area (W/B HIDTA), which is responsible for coordinating the Overdose Detection Mapping Application Program (ODMAP) system and the Village of Willowbrook (Agency) hereinafter referred to as the Agency.

ODMAP Overview

Substance use disorder is a disease that has affected every region of the United States. Many parts of the nation have recently witnessed a dramatic increase in heroin and other opioids, and as a result, rates of fatal and non-fatal opioid overdoses have exponentially increased to crisis levels. Combating this issue requires aggressive detection and surveillance of this disease. In an effort to detect a sudden increase in drug overdoses, the W/B HIDTA created ODMAP.

ODMAP uses a web service accessible through a smart phone or computer to allow first responders to report suspected fatal and non-fatal overdose incidents. The location, date, and time of the incidents are transmitted to the W/B HIDTA secure map server and plotted on an electronic map. The electronic map allows participating agencies to visualize overdose incidents. ODMAP data can be filtered using location, date, time, incident type and user information to give participating agencies the ability to identify overdose spikes not only in their jurisdiction, but also in other jurisdictions.



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ODMAP data resides on secure servers located in Baltimore, Maryland.

Goals of ODMAP:

1. To provide a near real-time drug overdose surveillance of known and suspected overdose events occurring nationwide using a specialized program (ODMAP) accessed by mobile devices and computers to collect overdose event information.
2. To collect and upload the approximated geographic locations of known and suspected overdose events to ODMAP so Participating Agencies can use this data to identify overdose occurrences and spikes in near real-time.
3. To provide liaison, coordination, and resource assistance in the collection, storage, exchange, dissemination, and analysis of ODMAP data for Participating Agencies.
4. To enable Participating Agencies to develop effective strategies for addressing overdose incidents occurring in their jurisdictions.
5. To enhance the development of regional strategies designed to prevent the spread of substance use disorders resulting in overdose incidents.

Purpose

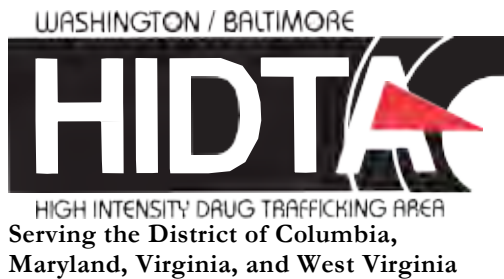
1. To give approved Participating Agencies technology that will allow them to report overdose incidents in near real time.
2. To enable Participating Agencies to develop effective strategies for addressing overdose incidents occurring in their jurisdictions.
3. To enhance the development of regional strategies designed to prevent the spread of substance use disorders resulting in overdose incidents.

Access:

National Map: Agency administrator(s) will determine those personnel within their Agency authorized access to the National Map feature of ODMAP. Access allows authorized personnel to view the entire National Map, and filter event data to identify overdose spikes, patterns, and trends.

ODMAP Administrator: The Agency head, or their designee, will designate an ODMAP Administrator(s) for their Agency. The ODMAP Administrator(s) will be responsible for monitoring ODMAP Users for the Agency, communicating with W/B HIDTA on behalf of the Agency, and helping to ensure the Agency complies with the ODMAP Policies and Procedures. The ODMAP Administrator will be responsible for ensuring new users read, agree and abide to this user agreement and any further policies made by the W/B HIDTA.

ODMAP User: ODMAP Users are personnel authorized by the Agency Administrator(s) to submit event information to ODMAP. ODMAP users serve the interests of public health and public safety, and many are licensed first responders, such as police, EMS, and fire department personnel, who would typically be among the first to arrive at an overdose scene. Agency administrator(s) will determine authorized



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ODMAP Users among Agency personnel and be responsible for users complying with this agreement.

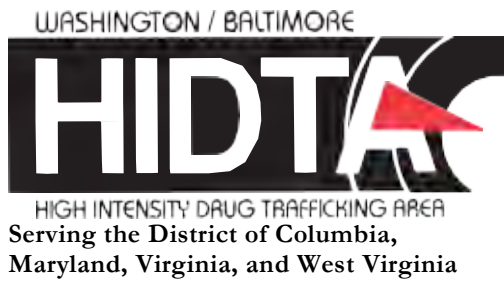
Other Participating Agencies: Agency grants access to all other Participating Agencies, and their authorized personnel, to view the entire National Map.

The W/B HIDTA Hereby Agrees to:

1. Establish and maintain ODMAP and ensure that information in ODMAP is stored and transmitted in accordance with the standards set forth in the ODMAP Policies and Procedures and ODMAP Participation Agreement.
2. Provide the Agency with access to ODMAP.
3. Provide training in the use of ODMAP.
4. Use ODMAP data to create analytical products.
5. Remove incorrect data and duplicate entries.
6. Remove improper and/or unauthorized Users.

Agency Agrees to:

1. Ensure that Agency and its Users follow the ODMAP Policies and Procedures and ODMAP Participation Agreement.
2. Ensure that its Users contribute to ODMAP by submitting Event data on all known or suspected overdoses to which Agency's Users respond.
3. Use the information in ODMAP to develop a strategy to combat fatal and non-fatal overdoses in Agency's area of responsibility.
4. Designate an ODMAP Administrator for Agency.
5. Ensure that information submitted to ODMAP meets all applicable federal, state, and local laws, rules and regulations pertaining to collection, storage, and dissemination of overdose event data.
6. Ensure that only approved Users enter data into ODMAP, use ODMAP, and all actions related to ODMAP comply with this agreement.
7. Ensure that ODMAP use is in accordance within the guidelines of established jurisdictional MOUs.
8. Only grant National Map Access to proper personnel.
9. Assume responsibility that the data entered into ODMAP is accurate, timely, and properly obtained. Agency will promptly notify W/B HIDTA if it discovers that its data does not meet this standard. This includes duplicate/multiple entries for the same event.
10. Assume responsibility for restricting the dissemination of information obtained from ODMAP within the Agency to authorized personnel with a need to know the information.
11. Users of ODMAP are responsible for protecting the information and will log out of ODMAP website after use to ensure that there is not unauthorized disclosure of data in ODMAP.
12. Users shall not share any data from ODMAP with those who do not have a need to know. A



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need to know is established when a set of facts supports the legitimacy of access to a specific individual with a right to know. This need to know shall be pertinent and necessary in the performance of a specific responsibility of this individual's job.

13. Supply the ODMAP Program Manager with a list of personnel to include their name, position, email address and phone number from Agency's authorized Users. This information is used to assign and track ODMAP accounts.

Furthermore:

The Parties hereto acknowledge and agree that all information submitted to ODMAP is the property of the submitting Agency. Agency hereby grants permission to the HIDTA to use its ODMAP data as the HIDTA sees fit pursuant to the goals of ODMAP. This includes, but is not limited to, combining Agency's data with ODMAP data from other Participating Agencies, combining Agency's information with data from other databases that the HIDTA manages, analyzing the information to create law enforcement products, public health products, academic research and sharing the information with law enforcement and public health agencies.

Indemnification

Each Party to this Participation Agreement shall be responsible for liability arising from its own conduct and retain immunity and all defenses available to it pursuant to applicable laws.

Termination

This Participation Agreement will become effective upon signature by both Parties, and will remain effective unless terminated by either of the parties. If a party wishes to terminate this contract, they need to provide a written notice to the other party and the agreement will be terminated immediately upon receipt of written notice.



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IN WITNESS WHEREOF, the parties hereto caused this Participation Agreement to be executed by the proper officers and officials:

January 27, 2025

On Behalf of Village of Willowbrook

Date

Lauren Kaspar

Chief of Police

Jeff Beeson
Executive Director
W/B HIDTA

Date

Rev. January 2022



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7

DATE: January 27, 2025

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT WITH LANDWORKS, LTD.

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff requests approval of a change order to a contract with Landworks, Ltd. for the offsite disposal of removed creek and pond spoils as part of the Borse Park Renovation Project.

BACKGROUND/SUMMARY

The Village is currently under contract with Landworks, Ltd. (Landworks) to complete the Borse Park Renovation Project. Once construction commenced on the creek and pond enhancement portion of the project, Christopher Burke Engineering (CBBEL) alerted Village staff to the amount of excess spoil material that will be generated because of the creek and pond excavation portion of the project.

CBBEL was advised that the excess material accumulated from the creek and pond excavation would be stockpiled and utilized during the construction of Borse Park Phase III Renovations Project (Phase III), specifically the construction of a berm. While the exact amount of material for the berm is not finalized, the preliminary design does not require the need for any excavated spoils from the creek and pond excavation. An ample amount of clay has already been stockpiled during the excavation of the proposed pickleball courts and artificial turf practice field with more expected to be generated during the Phase III work.

Included in Landworks' bid proposal for the project were fifteen alternate bid items, all of which were not approved at the time of awarding the contract. Alternate #15, essentially the proposed Change Order #1, encompasses the removal and disposal of the excess spoils material from the creek and pond excavations. The lump sum cost of Alternate #15 is \$98,437.00, a unit cost of 3,500 cubic yards at \$28.12 per cubic yard. CBBEL performed a price check against typical earth excavation, sediment removal, or spoils removal and those costs average between \$35.00 and \$40.00 per cubic yard. Since the cost proposed by Landworks is significantly lower than the historical median cost, CBBEL recommends that this work be completed at the submitted lump sum alternate price as a change order to the contract.

The additional cost of \$98,437.00 will be offset by adjustments of quantities and revisions in the field during this Phase II of the project. Currently, portions of the original contract bid, for a total credit of \$79,350.00 have been identified as no longer needed, reducing the net cost of Change Order #1 to \$19,087.00.



FINANCIAL IMPACT

The original awarded contract for the Borse Park Renovation Project is \$1,439,447.00. With the net increase of \$19,087.00, the adjusted contract value of \$1,458,534.00.

RECOMMENDED ACTION:

Staff is seeking approval of a change order to a contract with Landworks, Ltd. for the offsite disposal of removed creek and pond spoils as part of the Borse Park Renovation Project.

RESOLUTION NO. 25-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING
AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE
FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT
WITH LANDWORKS, LTD.**

WHEREAS, the Village of Willowbrook (the “Village”) entered into a contract with Landworks, Ltd. (“Landworks”) for the Borse Memorial Community Park Renovation Project (the “Project”); and

WHEREAS, the Village Engineer has recommended modifications which changes and increases the scope of the Borse Memorial Community Park Renovation Project (the “Contract”); and

WHEREAS, Change Order Number One increases the contract price to the Contract by Nineteen Thousand Eighty-Seven and 00/100ths Dollars (\$19,087.00); and

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

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 Order Number One is 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 Order Number One does 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 Order Number One does 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 Number One to the Contract, which Change Order is hereby approved, in substantially the same form as is attached hereto, marked as Exhibit “A”, and made a part hereof, which results in a net increase to the original contract price with Landworks, Ltd. in the amount of Nineteen Thousand Eighty-Seven and 00/100ths Dollars (\$19,087.00).

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 27th day of January, 2025 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
BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT
LANDWORKS, LTD.**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

January 6th, 2025

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Rick Valent
Director of Public Works

Subject: Village of Willowbrook
Borse Memorial Community Park Renovation Project
CBBEL Change Order #1 – Offsite Disposal of Removed Creek/Pond Spoils
(CBBEL Project No. 240474)

Dear Mr. Kleefisch:

The Village of Willowbrook is currently under contract with Landworks, Ltd. to complete the Borse Memorial Community Park Renovation Project. Once construction commenced on the creek and pond enhancement portion of the project, CBBEL and Landworks alerted the Village of Willowbrook to the amount of excess spoil material that will be generated because of the creek and pond excavation portion of the project.

Based on discussions with Landworks, the Village of Willowbrook, and Living Waters Consultants, CBBEL was advised that the excess material accumulated from the creek and pond excavation would be stockpiled and utilized during the construction of Borse Park Phase III Renovations Project (Phase III). While the exact amount of material for the Phase III berm construction is not finalized, Upland Design's preliminary design does not require any excavated spoils from the creek and pond excavation. An ample amount of clay has already been stockpiled during the excavation for the proposed pickleball courts and artificial turf practice field and more is expected to be generated as part of the Phase III work.

Included in Landworks' bid proposal for the project were fifteen alternate bid items, all of which were not approved at the time of awarding the contract. Alternate #15 encompasses the removal and disposal of excess spoil material from the creek and pond excavations. The lump sum cost of Alternate #15 is **\$98,437.00**. The approximate volume of excess spoils from the creek and pond excavation in Alternate #15 is 3,500 CY. Based on the Alternate #15 lump sum cost of **\$98,437.00**, the price per CY of spoil removal is **\$28.12**. Typical earth excavation, sediment removal, or spoil removal costs are between \$35 and \$40 per CY. Since the above prices per CY are significantly lower than the historical median removal and haul off prices, CBBEL recommends that this work be completed at the submitted lump sum alternate price as Change Order #1 to the contract.


The additional cost from Alternate #15 is **\$98,437.00**. The additional cost of **\$98,437.00** will be offset by adjustments of contract quantities and field revisions throughout the project. Currently, a total credit of **\$79,350.00**, has been identified and will be used as a deduction on Change Order #1. Utilizing this credit of **\$79,350.00**, the net additional cost of Change Order #1 is **\$19,087.00**.

The original awarded contract for the Borse Memorial Community Park Renovation Project is **\$1,439,447.00**. CBBEL Change Order #1 is a net increase of **\$19,087.00**. We recommend approval of CBBEL Change Order

#1 to dispose of the excess creek/pond spoil and sediment material on the subject project under this contract, resulting in the adjusted contract value of **\$1,467,529.00**.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Andrew Bourke".

Andrew Bourke, PE
Resident Engineer

cc: AJ Passero – Village of Willowbrook
Dustin Kleefisch – Village of Willowbrook
Orion Galey – CBBEL



Contractor: Landworks, Ltd.

ALTERNATE #13:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A13-1	Native Shrub Whips (5-gal. installed)	EA	60	\$ 90	\$ 5,400.00

Alternate #13 Total \$ 5,400.00

Alternate #13 in Writing:

Five thousand four hundred and NO/100

ALTERNATE #14:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A14-1	If Needed, CCDD Testing and Reporting by Contractor As Required to Allow Offsite Disposal of Dredged Pond Sediment at a Legal Offsite Facility.	LS	1	\$ 8995	\$ 8,995.00

Alternate #14 Total \$ 8,995.00

Alternate #14 in Writing:

Eight thousand nine hudnred ninety-five and NO/100

ALTERNATE #15:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A15-1	If Needed, Option for Offsite Disposal of Excess Cut Soil (from Pond and Streambank) at a Legal Offsite Facility. Approx. 3,500 CY.	LS	1	\$ 98437.00	\$ 98,437.00

Alternate #15 Total \$ 98,437.00

Alternate #15 in Writing:

Ninety-eight thousand four hudnred thirty-seven and NO/100

End of Bid Items - Fill out remainder of forms.
Provide 2 copies of bid form.

CONTRACTOR: Landworks Ltd

CONTACT: Gabriel Pizzuto SIGNATURE: _____

PHONE: 630-759-8200 FAX: _____

ADDRESS: 751 N Bolingbrook Drive - Link # 17 - Bolingbrook, IL 60440

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

Swiss Re Corporate America Insurance Corporation



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: January 27, 2025

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN ENGINEERING SERVICES AND PAVEMENT ANALYSIS FOR THE USE OF REBUILD ILLINOIS FUNDS FOR THE 2025 MFT/RBI STREET REHABILITATION PROJECT BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT A TOTAL COST NOT TO EXCEED \$25,850.00

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff requests approval of an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional design engineering services and pavement analysis for the 2025 MFT/RBI Rehabilitation Project at a cost of \$25,850.

BACKGROUND/SUMMARY

On August 12, 2024, the Village Board approved \$163,315.00 of MFT funds to be appropriated for the purposes of maintaining road surfaces, traffic control devices, and safety items. Upon further internal review and discussion with Christopher Burke Engineering (CBBEL), \$120,975.00 allocated for maintaining road surfaces will be deferred until the 2025 construction season in FY2025/2026. Postponing this work allows for the design of additional street resurfacing projects which facilitates leveraging the economy of scale of the project to reduce overall unit pricing.

To prepare revised MFT appropriation and bidding documents for the Village Board and IDOT approval, CBBEL will need to perform engineering design services and analysis processes. CBBEL also understands that the Village would like to utilize the remainder of Rebuild Illinois Funds (RBI), estimated at \$57,000, along with MFT funds for the 2025 MFT/RBI Project. The work to be completed is as follows:

2025 MFT/RBI Project Locations		
<i>Street Resurfacing</i>		
Street	From	To
Bentwood Lane	Waterford Dr	Hiddenbrook Ln
Hiddenbrook Lane	Bentwood Ln	Meadow Ln
Meadow Lane	Hiddenbrook Ln	Waterford Dr



<i>Hot-Mix Asphalt Pavement Patching, 2"</i>		
Street	From	To
Rodgers Dr	Plainfield Rd	Westford Dr
Rodgers Ct	Rodgers Dr	End
Chaucer Court	Chaucer Rd	End
Squire Ct	63rd St	End
Adams St	Plainfield Rd	Cherrywood Ln
Frontage Rd	Midway Dr	79th St
Chatelain Ct	Clarendon Hills	End
Garfield Ridge Ct	Garfield Ave	End
<i>Clean & Seal Cracks and Joints</i>		
Street	From	To
Waterford Subdivision	S. of Waterford	N. of Plainfield
<i>Thermoplastic Pavement Markings</i>		
Street	From	To
Willowbrook Center Pkwy	Quincy St	Madison St.
75th St and Quincy St	Intersection	Intersection
Holmes Avenue	58th St	59th St
58th place	Clarendon Hills	Holmes Ave
MacArthur Drive	59th St	Clarendon Hills
59th St and Clarendon Hills	Intersection	Intersection
Clarendon Hills Road	67th St	63rd St
79th St and Clarendon Hills	Intersection	Intersection

The scope of engineering work CBBEL has proposed includes pavement cores, CCDD soil testing, engineering design, preparation of a construction specification booklet, Engineer's Opinion of Probable Cost, and associated processing through IDOT for the streets to be resurfaced with RBI funds. CBBEL will also complete and submit to IDOT a pavement analysis for each street in accordance with IDOT's Bureau of Local Roads Manual.

Based on the above scope of services, the cost estimate is summarized below:

Task 1	Pavement Cores and CCDD Analysis	\$	6,000
Task 2	Field Reconnaissance	\$	1,600
Task 3	RBI Funds Pavement Design	\$	4,500
Task 4	Pre-Final Submittal (90%)	\$	7,500
Task 5	Final Submittal (100%)	\$	4,500
Task 6	Bidding Assistance	\$	1,250
	Direct Costs	\$	500
	Sub Total	\$	25,850



FINANCIAL IMPACT

Professional design engineering services for the 2025 MFT/RBI Rehabilitation Project in the amount of \$25,850 will be expensed in FY2024/2025 with MFT funds.

RECOMMENDED ACTION:

Staff is seeking approval of an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional design engineering services and pavement analysis for the 2025 MFT/RBI Rehabilitation Project at a cost of \$25,850.

RESOLUTION NO. 25-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL
CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR
DESIGN ENGINEERING SERVICES AND PAVEMENT ANALYSIS FOR
THE USE OF REBUILD ILLINOIS FUNDS FOR THE 2025 MFT/RBI STREET
REHABILITATION PROJECT BETWEEN CHRISTOPHER B. BURKE
ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT
A TOTAL COST NOT TO EXCEED \$25,850.00**

WHEREAS, the Corporate Authorities of the Village of Willowbrook (the “Village”) have determined that it is in the best interest of the Village to enter into a professional engineering services agreement with Christopher B. Burke Engineering, Ltd. (“CBBEL”) for professional engineering services and First Amendment to General Conditions related to design engineering services and pavement analysis for the use of Rebuild Illinois Funds for 2025 MFT/RBI Street Rehabilitation Project for the Village of Willowbrook at a total cost not to exceed Twenty-Five Thousand Eight Hundred Fifty and 00/100ths Dollars (\$25,850.00); and

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

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

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

SECTION 1: The foregoing recitals are found to be true and correct and are incorporated as if fully set forth herein.

SECTION 2: That the certain Proposal and Agreement, including General Conditions and First Amendment to General Conditions, by and between the Village of Willowbrook and

Christopher B. Burke Engineering, Ltd. for design engineering services and pavement analysis for the use of Rebuild Illinois Funds for the 2025 MFT/RBI Street Rehabilitation Project on behalf of the Village, be and is hereby approved and the Mayor and Village Clerk be and the same are hereby authorized to execute and attest, all on behalf of the Village of Willowbrook, that certain Professional Services Agreement, attached hereto as Exhibit “A” and made a part hereof, and General Conditions and First Amendment to General Conditions, attached hereto as Exhibit “B” and made a part hereof.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 27th day of January, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**Christopher B. Burke Engineering, Ltd.
Professional Services Agreement**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

December 9, 2024

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Rick Valent
Director of Public Works

Subject: Proposal for Professional Design Engineering Services and
Pavement Analysis for the Use of Rebuild Illinois Funds
2025 MFT/RBI Street Rehabilitation Project

Dear Mr. Valent:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional design engineering services for the subject project. This proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Village of Willowbrook (Village) would like to utilize the remainder of Rebuild Illinois Funds (RBI) along with MFT funds for the 2025 MFT/RBI Project which includes the following work:

2025 MFT/RBI Project Locations		
<i>Street Resurfacing</i>		
Street	From	To
Bentwood Lane	Waterford Dr	Hiddenbrook Ln
Hiddenbrook Lane	Bentwood Ln	Meadow Ln
Meadow Lane	Hiddenbrook Ln	Waterford Dr
<i>Hot-Mix Asphalt Pavement Patching, 2"</i>		
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Rodgers Dr	Plainfield Rd	Westford Dr
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Chaucer Court	Chaucer Rd	End
Squire Ct	63rd St	End
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Frontage Rd	Midway Dr	79th St
Chatelain Ct	Clarendon Hills	End
Garfield Ridge Ct	Garfield Ave	End

<i>Clean & Seal Cracks and Joints</i>		
Street	From	To
Waterford Subdivision	S. of Waterford	N. of Plainfield
<i>Thermoplastic Pavement Markings</i>		
Street	From	To
Willowbrook Center Pkwy	Quincy St	Madison St.
75th St AND Quincy St	Intersection	Intersection
Holmes Avenue	58th St	59th St
58th place	Clarendon Hills	Holmes Ave
MacArthur Drive	59th St	Clarendon Hills
59th St AND Clarendon Hills	Intersection	Intersection
Clarendon Hills Road	67th St	63rd St
79th St AND Clarendon Hills	Intersection	Intersection

We understand the design and bidding documents for the HMA Pavement Patching, 2", Clean & Seal Cracks and Joints, and Thermoplastic Pavement Markings were completed in 2024. We will incorporate those documents into a new booklet which includes the additional streets to be resurfaced.

The scope of this proposal includes pavement cores, CCDD soil testing, engineering design, preparation of a construction specification booklet, Engineer's Opinion of Probable Cost, and associated processing through IDOT for the streets to be resurfaced with RBI funds.

CBBEL will also complete and submit to IDOT a pavement analysis for each street in accordance with 3R Guidelines and using the Local Agency Structural Overlay (LASO) Policy contained in IDOT's Bureau of Local Roads Manual, Chapter 46-4 to demonstrate the method used for structural pavement design procedure and IDOT BLRS Circular Letter 2020-11. CBBEL understands the allowable usages for RBI funding specifically for roadway resurfacing meeting a minimum design life of 13-years.

SCOPE OF SERVICES

Task 1 – Pavement Cores and CCDD Analysis: CBBEL's subconsultant, Testing Service Corporation (TSC), will obtain pavement cores at Bentwood Ln, Hiddenbrook Ln, and Meadow Ln to determine the existing cross-section of the pavements and subgrade conditions within the project area. TSC will prepare a report describing existing conditions and make recommendations for remediation. The report will be performed by a geotechnical engineer and reviewed by CBBEL.

The soil will also be tested for potential contaminants. TSC will perform investigation and testing work necessary to substantiate completion of IEPA Form LPC-662. This work will include collection/preservation of soil samples and conducting a search to identify any Potentially Impacted Properties (PIPs). If PIPs are not present, TSC will perform the requisite pH test and provide the Village with the documentation necessary to sign Form LPC-662. If PIPs are identified, we will seek Village approval to have TSC perform additional required testing and provide signed LPC-663 forms to the Village for use during construction as an additional service.

Task 2 – Field Reconnaissance: CBBEL Construction Staff will perform a Field Reconnaissance of the proposed streets. The purpose of the Field Reconnaissance will be to determine the limits and drainage issues. The results of the Field Reconnaissance will be used to prepare the bid booklet. The results of the Field Reconnaissance will be reviewed with the Village Staff and compared to previous estimates to determine the impact on the estimated construction cost.

Task 3 – RBI Funds Pavement Design: CBBEL will prepare pavement designs for the streets in the proposed project (assembled into one report) in accordance with IDOT requirements for the use of Rebuilding Illinois Bond (RBI) funds. CBBEL's effort is anticipated to include:

- Complete design calculations in accordance with the Local Agency Structural Overlay (LASO).
- Determine Immediate Bearing Value for soil strength of each location and determine AASHTO group classification.
- Prepare a Cover Memo signed and sealed by a Professional Engineer summarizing calculations for each of the proposed roadways. The memo will include all available geotechnical core information.
- Prepare a Cover Letter for the Village to put on Village letterhead for submittal to IDOT referencing the memo and design calculations for a minimum design life of 13 years.

Task 4 – Pre-Final Submittal (90%): CBBEL will prepare pre-final bidding documents for the project utilizing the information described in the above tasks. CBBEL will develop special provisions and estimates of cost and working days. The special provisions will be based on IDOT Standard Pay Items and Specifications. The specifications booklet and cost estimate will be submitted to the Village and IDOT for review and comment.

Task 5 – Final Submittal (100%): CBBEL will make final revisions to the pre-final submittal based on the Village and IDOT's review comments. A final estimate of cost and estimate of required working days will also be submitted.

Task 6 – Bidding Assistance: CBBEL will advertise for bidding, distribute the bid booklet to all bidders, and attend the bid opening. CBBEL will review and tabulate all of the bids and make a recommendation for the award.

ESTIMATE OF FEE

Based on the required above scope of services, the cost estimate to complete the proposed Design Engineering Services is summarized below.

Task 1 –	Pavement Cores and CCDD Analysis	\$	6,000
Task 2 –	Field Reconnaissance	\$	1,600
Task 3 –	RBI Funds Pavement Design	\$	4,500
Task 4 –	Pre-Final Submittal (90%)	\$	7,500
Task 5 –	Final Submittal (100%)	\$	4,500
Task 6 –	Bidding Assistance	\$	1,250
	Direct Costs	\$	500
Sub Total		\$	25,850

We propose to bill you at the hourly rates specified in the Schedule of Charges and General Terms and Conditions in our previously submitted Village Engineering Agreement. If this proposal meets with your approval, please sign, and return one copy of this proposal as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF WILLOWBROOK:

BY: _____

TITLE: _____

DATE: _____

EXHIBIT “B”

**General Conditions and
First Amendment to General Conditions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

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

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

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

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

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

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

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

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

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

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

June 13, 2005

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**FIRST AMENDMENT TO THE GENERAL TERMS AND CONDITIONS OF
THAT CERTAIN AGREEMENT BY AND BETWEEN CHRISTOPHER B. BURKE
ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK FOR
PROFESSIONAL DESIGN ENGINEERING SERVICES AND PAVEMENT
ANALYSIS FOR THE USE OF REBUILD ILLINOIS FUNDS 2025 FOR THE MFT/RBI
STREET REHABILITATION PROJECT**

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

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

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

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

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

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

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

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

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

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

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

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

Payment: Client shall be invoiced once a month for work performed during the preceding month. Client agrees to pay each invoice in accord with the provisions of the Illinois Governmental Prompt Payment Act.

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

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

READ, APPROVED AND AGREED

READ, APPROVED AND AGREED

VILLAGE OF WILLOWBROOK

CHRISTOPHER B. BURKE
ENGINEERING, LTD.

By: _____
Frank A. Trilla, Mayor

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

Date: _____

Date: _____

ATTEST:

Gretchen Boerwinkle, Village Clerk