

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, MAY 12, 2025 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. OATHS OF OFFICE - ELECTED OFFICIALS

Mayor Frank Trilla Trustee Michael Mistele

Village Clerk Gretchen Boerwinkle Trustee Umberto Davi

Trustee Gregory A. Ruffolo

5. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person

6. OMNIBUS VOTE AGENDA:

a. Waive Reading of Minutes (Approve)

b. Minutes - Board of Trustees Regular Meeting April 28, 2025
(APPROVE)

c. Warrants \$ 670,203.29

d. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND
AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF
WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH SEAN HALLORAN FOR THE
EMPLOYMENT POSITION OF VILLAGE ADMINISTRATOR OF THE VILLAGE OF
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)

e. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND
AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF
WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH LAUREN KASPAR FOR THE
EMPLOYMENT POSITION OF CHIEF OF POLICE OF THE VILLAGE OF
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)

f. BUDGET AMENDMENTS

i. MOTION - A MOTION TO AMEND THE FY2024-2025 OPPORTUNITY RESERVE
FUND AND CAPITAL PROJECT FUND BUDGETS FOR THE ACQUISITION OF
618 PLAINFIELD ROAD; WILLOWBROOK, ILLINOIS (PASS)

ii. MOTION - AMEND THE FY2024-2025 GENERAL FUND - VAO AND GENERAL
OBLIGATION, SERIES 2022A BOND FUND BUDGETS FOR THE FUNDING OF
THE CREEKSIDE PARK RENOVATION PROJECT (PASS)

NEW BUSINESS

7. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE NATIONAL INSURANCE CRIME BUREAU (PASS)
8. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT - PHASE III FOR THE VILLAGE OF WILLOWBROOK BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK (PASS)
9. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING PROPOSALS AND APPROVING THE PURCHASE OF CERTAIN EQUIPMENT AND FIXTURES FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT - PHASE III AT A COST NOT TO EXCEED \$1,139,453.66 (PASS)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, APRIL 28, 2025, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Gretchen Boerwinkle, Village Trustees Mark Astrella, Sue Berglund, Michael Mistele, Gayle Neal and Greg Ruffolo, 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 Public Works Rick Valent, Chief Lauren Kaspar, Deputy Chief Ben Kadolph, and Deputy Chief Gerard Wodka and Deputy Clerk Christine Mardegan.

ABSENT: Trustee Umberto Davi and Director of Parks and Recreation Dustin Kleefisch.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Chief King to lead everyone in saying the Pledge of Allegiance.

4. PROCLAMATION & PRESENTATION - TO RECOGNIZE AND COMMEND HINSDALE POLICE OFFICER MATTHEW GALLIK

Deputy Wodka began his presentation by saying it's the Village's great honor to recognize a true act of heroism, one that exemplifies the courage, dedication, and selflessness of the men and women who serve in law enforcement and presented an award to Officer Matthew Gallik of the Hinsdale Police Department.

Officer Gallik was dispatched to Hinsdale Hospital for the report of a stabbing victim. The victim was later determined to have suffered his injuries during an incident in Willowbrook. Upon arrival, hospital security informed officers that no such patient had been admitted to the emergency room.

Refusing to accept uncertainty, Officer Gallik took it upon himself to search the surrounding area. Officer Gallik's diligence led him to the northeast corner of the hospital, near the secure employee entrance, where he observed a distressed individual frantically waving for help.

Inside a nearby van, Officer Gallik observed the victim hunched over in pain, clearly having suffered serious stab wounds and was rapidly deteriorating.

Without hesitation, Officer Gallik retrieved his medical supplies and tirelessly began to administer life-saving measures while awaiting the arrival of paramedics. He briefed paramedics upon arrival and continued to assist with life-saving measures, continuing during the transport to the hospital, and even into the emergency room, ensuring continuous care until relieved by hospital staff.

Because of Officer Gallik's swift and decisive actions, the victim was stabilized and given the best possible chance of survival. The Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, hereby recognize and commend Officer Gallik's unwavering commitment to preserving a life in the face of crisis.

Officer Gallik was presented with an engraved award inscribed as follows:

Presented to
Officer Matthew Gallik
Badge #218
Hinsdale Police Department

A special recognition for your bravery, skill and rapid response on February 9th, 2025. Your life saving actions reflect the true spirit of public safety and the finest traditions of law enforcement.

Presented by
The Village of Willowbrook and
The Willowbrook Police Department

5. VISITORS' BUSINESS

Visitor Bobby Verduin, a Willowbrook resident, wanted to thank the Mayor and the Trustees for all that Willowbrook has done for the Gateway Special Recreation Association. He also shared the news that, last month, as a member of the Gateway Special Olympic basketball team, he competed in the State championship tournament in Bloomington-Normal, Illinois. Defeating Loyola Park in the semifinals with a score of 55-33, the Gateway Gators Green team brought home the gold. Mayor Trilla thanked Bobby for sharing the news with the Board and congratulated him and his team on their victory.

6. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting April 14, 2025 (APPROVE)
- c. Warrants of \$856,217.23
- d. RESOLUTION NO. 25-R-17- A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND NORTHEAST DUPAGE FAMILY AND YOUTH SERVICES (PASS)
- e. RESOLUTION NO. 25-R-18- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND ADOPTING AMENDMENTS TO THE VILLAGE OF WILLOWBROOK EMPLOYEE HANDBOOK(PASS) PROCLAMATION - DESIGNATING MAY 18-24, 2025 AS NATIONAL PUBLIC WORKS WEEK (NPWW)(RECEIVE)
- f. RESOLUTION NO. 25-R-19- A RESOLUTION AUTHORIZING THE EXECUTION OF AN ASSIGNMENT AND ASSUMPTION OF MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0 (610 Plainfield Road) (PASS)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

There was no new business this evening.

PRIOR BUSINESS

15. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi was not present.

Trustee Astrella had no report.

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16. ATTORNEY'S REPORT

Attorney Durkin had no report.

17. CLERK'S REPORT

Clerk Boerwinkle had no report.

18. ADMINISTRATOR'S REPORT

Administrator Halloran had no report.

19. MAYOR'S REPORT

Mayor Trilla expressed his excitement about hosting Sean, a local 12-year-old resident, today as Mayor for a Day. The Mayor donated the event as part of the Gower School foundation auction. After touring the Village and Police Department offices and receiving a swag bag with items from the different departments, both the young man and the Mayor had a great day.

20. EXECUTIVE SESSION

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

21. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adjourn the Regular Meeting at the hour of 6:43 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

May 12, 2025

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

May 12, 2025

GENERAL CORPORATE FUND	-----	\$ 468,935.88
WATER FUND	-----	\$ 149,647.56
CAPITAL PROJECT FUND	-----	\$ 50,365.07
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$ 1,254.78
TOTAL WARRANTS	-----	\$ 670,203.29

Lora Flori, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/12/2025	APCHK	103501#	ACCESS ONE, INC.	PHONE - TELEPHONES	455-201	10	195.45
				TELEPHONES	710-201	35	781.79
				CHECK APCHK 103501 TOTAL FOR FUND 01:			977.24
05/12/2025	APCHK	103503	ACME SPORTS, INC	AMMUNITION	630-346	30	2,759.00
05/12/2025	APCHK	103504	ACTIVE NETWORK, LLC	EDP EQUIPMENT/SOFTWARE	555-212	20	312.50
				EDP EQUIPMENT/SOFTWARE	555-212	20	312.50
				CHECK APCHK 103504 TOTAL FOR FUND 01:			625.00
05/12/2025	APCHK	103505#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	410-201	05	42.24
				PHONE - TELEPHONES	455-201	10	42.24
				PHONE - TELEPHONES	455-201	20	42.24
				PHONE - TELEPHONES	630-201	30	1,808.85
				TELEPHONES	810-201	40	156.96
				CHECK APCHK 103505 TOTAL FOR FUND 01:			2,092.53
05/12/2025	APCHK	103506	AXON ENTERPRISE, INC	BODY CAMERAS	630-402	30	33,072.00
05/12/2025	APCHK	103507	B & E AUTO REPAIR & TOWING	MAINTENANCE - BUILDING	630-228	30	78.87
				MAINTENANCE - BUILDING	630-228	30	78.87
				MAINTENANCE - BUILDING	630-228	30	135.69
				MAINTENANCE - BUILDING	630-228	30	85.31
				MAINTENANCE - BUILDING	630-228	30	78.87
				MAINTENANCE - BUILDING	630-228	30	33.00
				MAINTENANCE - BUILDING	630-228	30	60.96
				MAINTENANCE - BUILDING	630-228	30	247.20
				MAINTENANCE - BUILDING	630-228	30	340.31
				MAINTENANCE - BUILDING	630-228	30	1,544.92
				CHECK APCHK 103507 TOTAL FOR FUND 01:			2,684.00
05/12/2025	APCHK	103508	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	925.00
				ACTIVE ADULT PROGRAM	590-517	20	675.00
				CHECK APCHK 103508 TOTAL FOR FUND 01:			1,600.00
05/12/2025	APCHK	103511	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	610-303	25	26.04
05/12/2025	APCHK	103512	CHRISTOPHER B. BURKE	ENGINEERING SERVICES	820-262	40	588.00
05/12/2025	APCHK	103513#	COMCAST CABLE	FEES/DUES/SUBSCRIPTIONS	630-307	30	252.39

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				INTERNET/WEBSITE HOSTING	715-225	35	350.41
				CHECK APCHK 103513 TOTAL FOR FUND 01:			602.80
05/12/2025	APCHK	103514	COMED	ENERGY - STREET LIGHTS	745-207	35	647.72
				ENERGY - STREET LIGHTS	745-207	35	1,205.57
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	87.04
				CHECK APCHK 103514 TOTAL FOR FUND 01:			1,940.33
05/12/2025	APCHK	103515	DACRA ADJUDICATION LLC	EDP LICENSES	460-263	10	2,500.00
05/12/2025	APCHK	103516	DU-COMM	RADIO DISPATCHING	675-235	30	3,436.49
				RADIO DISPATCHING	675-235	30	88,359.50
				CHECK APCHK 103516 TOTAL FOR FUND 01:			91,795.99
05/12/2025	APCHK	103517	DUPAGE COUNTY ANIMAL SERVICES	ANIMAL CONTROL	650-268	30	150.00
05/12/2025	APCHK	103518	DUPAGE COUNTY COLLECTOR	PROPERTY TAXES PAYABLE	210-106	00	2,627.84
05/12/2025	APCHK	103519#	DUPAGE MAYORS AND MGRS. CONF.	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	135.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	45.00
				CHECK APCHK 103519 TOTAL FOR FUND 01:			180.00
05/12/2025	APCHK	103520	ELINEUP LLC	EDP LICENSES	640-263	30	750.00
05/12/2025	APCHK	103522	FEDERAL EXPRESS CORP.	POSTAGE & METER RENT	610-311	25	72.94
05/12/2025	APCHK	103523	FIRST RESPONDERS WELLNESS CENTER	PERSONNEL RECRUITMENT	630-131	30	610.00
05/12/2025	APCHK	103525*#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE	210-204	00	12,815.86
				EMP DED PAY- INSURANCE	210-204	00	11,973.19
				EMP DED PAY- INSURANCE	210-204	00	(736.72)
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	70.21
				LIFE INSURANCE - COMMISSIONERS	435-148	07	21.24
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	7,391.64
				HEALTH/DENTAL/LIFE INSURANCE	550-141	20	2,210.59
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	46,839.46
				PSEBA BENEFITS	630-142	30	1,525.00
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,936.18
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	4,585.70
				LIFE INSURANCE - PLAN COMMISSION	810-148	40	70.21
				CHECK APCHK 103525 TOTAL FOR FUND 01:			90,702.56
05/12/2025	APCHK	103526	GREAT LAKES WATER & SAFETY	OPERATING EQUIPMENT	630-401	30	967.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/12/2025	APCHK	103528	HAYES MECHANICAL	MAINTENANCE - BUILDING	466-228	10	4,725.00
05/12/2025	APCHK	103529	HINSDALE NURSERIES, INC.	STREET IMPROVEMENTS	765-685	35	8.40
05/12/2025	APCHK	103530	IAP AUDIO PRODUCTIONS	PHONE - TELEPHONES	455-201	10	300.00
05/12/2025	APCHK	103531	ITOUCH BIOMETRICS LLC	EDP LICENSES	640-263	30	3,696.00
05/12/2025	APCHK	103532	JOSEPH LAVALLE	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	382.24
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	191.12
				CHECK APCHK 103532 TOTAL FOR FUND 01:			573.36
05/12/2025	APCHK	103533	LAURIE SCHMITZ	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	7.28
05/12/2025	APCHK	103534	LEIGHTRONIX SERVICES	EDP LICENSES	460-263	10	1,295.00
05/12/2025	APCHK	103535	LESLIE E GODDARD	ACTIVE ADULT PROGRAM	590-517	20	400.00
05/12/2025	APCHK	103536	LORI RINELLA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	7.28
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	53.48
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	26.74
				CHECK APCHK 103536 TOTAL FOR FUND 01:			87.50
05/12/2025	APCHK	103537	MARTINA MATHISEN	ACTIVE ADULT PROGRAM	590-517	20	300.00
05/12/2025	APCHK	103539#	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING	466-228	10	11,880.00
				MAINTENANCE - BUILDING	466-228	10	1,222.50
				MAINTENANCE - BUILDING	466-228	10	5,670.00
				MAINTENANCE - EQUIPMENT	570-411	20	900.00
				MAINTENANCE - BUILDING	630-228	30	1,222.50
				CHECK APCHK 103539 TOTAL FOR FUND 01:			20,895.00
05/12/2025	APCHK	103540	NICHOLAS VOLEK	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	457.74
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	228.88
				CHECK APCHK 103540 TOTAL FOR FUND 01:			686.62
05/12/2025	APCHK	103541#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	285.41
				NICOR GAS (835 MIDWAY)	466-236	10	52.20
				NICOR GAS (825 MIDWAY)	570-235	20	191.92
				NICOR GAS (7760 QUINCY)	630-235	30	480.31
				CHECK APCHK 103541 TOTAL FOR FUND 01:			1,009.84

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/12/2025	APCHK	103542	NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL FEES/DUES/SUBSCRIPTIONS	630-304 630-307	30 30	150.00 2,850.00
				CHECK APCHK 103542 TOTAL FOR FUND 01:			3,000.00
05/12/2025	APCHK	103543	OCCUPATIONAL HEALTH CENTERS	PERSONNEL RECRUITMENT	630-131	30	417.00
05/12/2025	APCHK	103544	ODELSON MURPHEY FRAZIER	FEES - VILLAGE ATTORNEY	470-239	10	380.00
05/12/2025	APCHK	103545#	ORBIS SOLUTIONS	SCHOOLS/CONFERENCES/TRAVEL SCHOOLS/CONFERENCES/TRAVEL CONSULTING SERVICES - IT INFORMATIONAL TECH SERVICES INFORMATIONAL TECH SERVICES INFORMATIONAL TECH SERVICES INFORMATIONAL TECH SERVICES INFORMATIONAL TECH SERVICES INFORMATIONAL TECH SERVICES SPECIAL PROJECTS INFORMATIONAL TECH SERVICES	455-304 455-304 460-306 555-308 555-308 640-308 640-308 715-308 810-305 815-308	10 10 10 20 20 30 30 35 40 40	140.00 140.00 1,038.41 415.37 250.00 4,200.00 4,361.32 692.28 2,338.39 415.37
				CHECK APCHK 103545 TOTAL FOR FUND 01:			13,991.14
05/12/2025	APCHK	103546	PREMIER WORLD DISCOVERY	ACTIVE ADULT PROGRAM	590-517	20	120,671.20
05/12/2025	APCHK	103547	RICHARDS BICYCLES	BIKE PROGRAM BIKE PROGRAM	660-205 660-205	30 30	850.00 650.00
				CHECK APCHK 103547 TOTAL FOR FUND 01:			1,500.00
05/12/2025	APCHK	103548	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	127.00
05/12/2025	APCHK	103549	SAFE BUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICES BUILDING, PLAN REVIEW & INSP. SERVICES	820-260 820-260	40 40	4,684.47 498.14
				CHECK APCHK 103549 TOTAL FOR FUND 01:			5,182.61
05/12/2025	APCHK	103550	SOLITUDE LAKE MANAGEMENT, LLC	MAINTENANCE - EQUIPMENT	570-411	20	417.50
05/12/2025	APCHK	103551	SPORTSFIELD, INC.	BALLFIELD MAINTENANCE	570-280	20	2,338.75
05/12/2025	APCHK	103553*#	TAMING GRADING	MAINTENANCE - EQUIPMENT TREE MAINTENANCE STREET IMPROVEMENTS	570-411 750-338 765-685	20 35 35	3,610.00 1,411.00 1,055.00
				CHECK APCHK 103553 TOTAL FOR FUND 01:			6,076.00

05/09/2025 10:52 AM

User: EKOMPERDA

DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK

CHECK DATE FROM 04/30/2025 - 05/14/2025

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/12/2025	APCHK	103554*	TAMELING INDUSTRIES	STREET IMPROVEMENTS	765-685	35	404.10
05/12/2025	APCHK	103555	THE DAVENPORT GROUP USA, LTD.	SPECIAL PROJECTS	810-305	40	32,159.40
05/12/2025	APCHK	103556	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	86.00
05/12/2025	APCHK	103557	TRAFFIC LOGIX CORP	EDP EQUIPMENT/SOFTWARE	715-212	35	6,300.00
05/12/2025	APCHK	103558	TRI-TECH FORENSICS, INC.	OPERATING EQUIPMENT	630-401	30	669.60
				OPERATING EQUIPMENT	630-401	30	346.09
				OPERATING EQUIPMENT	630-401	30	92.40
				CHECK APCHK 103558 TOTAL FOR FUND 01:			1,108.09
05/12/2025	APCHK	103559	ULINE	OPERATING EQUIPMENT	630-401	30	870.13
05/12/2025	APCHK	103560	UNIFORMS DIRECT LLC	COMMODITIES	670-331	30	390.00
05/12/2025	APCHK	103562*	VONAGE BUSINESS INC.	PHONE - TELEPHONES	455-201	10	322.66
				PHONE - TELEPHONES	455-201	20	98.20
				PHONE - TELEPHONES	630-201	30	785.60
				TELEPHONES	710-201	35	98.20
				TELEPHONES	810-201	40	98.20
				CHECK APCHK 103562 TOTAL FOR FUND 01:			1,402.86
05/12/2025	APCHK	103563*	WAREHOUSE DIRECT, INC.	OPERATING EQUIPMENT	630-401	30	45.30
				OPERATING EQUIPMENT	630-401	30	148.85
				OPERATING EQUIPMENT	630-401	30	106.75
				OPERATING EQUIPMENT	630-401	30	103.05
				UNIFORMS	810-345	40	142.88
				CHECK APCHK 103563 TOTAL FOR FUND 01:			546.83
05/12/2025	APCHK	103564	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
05/12/2025	APCHK	103565*	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	120.00
				SCHOOLS/CONFERENCES/TRAVEL	410-304	05	30.00
				SCHOOLS/CONFERENCES/TRAVEL	410-304	05	30.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	30.00
				CHECK APCHK 103565 TOTAL FOR FUND 01:			210.00
				Total for fund 01 GENERAL FUND			468,935.88

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
05/12/2025	APCHK	103502	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	74.11
05/12/2025	APCHK	103509	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC	425-474	50	500.00
05/12/2025	APCHK	103524	FLOW-TECHNICS, INC.	PUMP INSPECTION REPAIR MAINTAIN STA	420-491	50	1,320.00
05/12/2025	APCHK	103525*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	9,017.51
05/12/2025	APCHK	103527	HACH CHEMICAL COMPANY	OPERATING EQUIPMENT	430-401	50	3,181.40
05/12/2025	APCHK	103538	METROPOLITAN INDUSTRIES INC	EDP LICENSES	417-263	50	138.00
05/12/2025	APCHK	103553*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	755.00
05/12/2025	APCHK	103554*#	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	1,168.27
				STREET IMPROVEMENTS SERVICES	430-281	50	1,266.30
				CHECK APCHK 103554 TOTAL FOR FUND 02:			2,434.57
05/12/2025	APCHK	103561	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50	891.59
				POSTAGE & METER RENT	401-311	50	869.40
				CHECK APCHK 103561 TOTAL FOR FUND 02:			1,760.99
05/12/2025	APCHK	437 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	130,465.98
				Total for fund 02 WATER FUND			149,647.56

05/09/2025 10:52 AM

User: EKOMPERDA

DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

CHECK DATE FROM 04/30/2025 - 05/14/2025

Page 7/8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
05/12/2025	APCHK	103510	CAR REFLECTIONS	PUBLIC WORKS VEHICLE	600-316	55	1,350.00
05/12/2025	APCHK	103521	EVT TECH	POLICE VEHICLES	600-317	55	15,355.85
				POLICE VEHICLES	600-317	55	16,769.81
				POLICE VEHICLES	600-317	55	16,769.81
				CHECK APCHK 103521 TOTAL FOR FUND 10:			48,895.47
05/12/2025	APCHK	103552	T-MOBILE	CREEKSIDER PARK IMPROVEMENTS	600-345	55	119.60
				Total for fund 10 CAPITAL PROJECT FUND			50,365.07

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DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

CHECK DATE FROM 04/30/2025 - 05/14/2025

Page 8/8

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
05/12/2025	APCHK	103525*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	1,254.78
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			1,254.78
			TOTAL - ALL FUNDS				670,203.29

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

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



Village of
WILLOWBROOK

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.d.

DATE: May 12, 2025

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH SEAN HALLORAN FOR THE EMPLOYMENT POSITION OF VILLAGE ADMINISTRATOR OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Frank Trilla, Mayor
THROUGH: Frank Trilla, Mayor

PURPOSE

The purpose of this item is to present a resolution approving an employment agreement between the Village of Willowbrook and Sean Halloran for the position of Village Administrator. The resolution formalizes the terms and conditions of Mr. Halloran's employment and is presented for Village Board consideration and approval.

BACKGROUND/SUMMARY

The Mayor recommends that the Village Board consider an employment agreement with Sean Halloran for the position of Village Administrator of the Village of Willowbrook, DuPage County, Illinois.

FINANCIAL IMPACT

The financial impact of this agreement is consistent with the Village's approved budget.

RECOMMENDED ACTION

Staff recommends approval of the resolution.

RESOLUTION NO. 25-R-_____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH SEAN HALLORAN FOR THE EMPLOYMENT POSITION OF VILLAGE ADMINISTRATOR OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

WHEREAS, the corporate authorities of the Village are expressly authorized to create and fill the employment position of Village Administrator; and

WHEREAS, the corporate authorities of the Village are also authorized to enter into employment agreements setting forth the terms, conditions and compensation for Village Administrator; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the Village to approve an employment agreement with Sean Halloran for the employment position of Village Administrator for the Village of Willowbrook.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the employment agreement by and between the Village of Willowbrook and Sean Halloran for the employment position of Village Administrator of the Village of Willowbrook, is hereby approved. A copy of said agreement is attached hereto as Exhibit "A", and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BE IT FURTHER RESOLVED that the Village Mayor is authorized to execute said agreement, on behalf of the Village, and the Village Clerk is directed to attest to said signature.

PASSED and APPROVED this 12th day of May, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

VILLAGE OF WILLOWBROOK
EMPLOYMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF WILLOWBROOK AND SEAN HALLORAN

THIS EMPLOYMENT AGREEMENT ("Agreement") made and entered into this _____ day of May, 2025, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and Sean Halloran (sometimes hereinafter referred to as the "EMPLOYEE");

WITNESSETH:

WHEREAS, the VILLAGE, to the extent permitted by law, desires to employ the services of Sean Halloran for the employment position of Village Administrator as such position is provided for by the Village Code of Ordinances of the Village of Willowbrook; and,

WHEREAS, it is the desire of the Mayor and Board of Trustees ("Corporate Authorities") to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and,

WHEREAS, the purpose of the Agreement is to:

1. Secure and retain the services of the EMPLOYEE as the VILLAGE's Village Administrator and to provide inducement for him to remain in such employment;
2. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE;
3. To provide a just means of terminating the EMPLOYEE'S services with or without cause as the Corporate Authorities may desire; and,

WHEREAS, EMPLOYEE desires to be employed as the Village Administrator of the VILLAGE, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants, conditions and promises hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, and acknowledges the parties hereto agree as follows:

SECTION ONE: EMPLOYMENT AND DUTIES: Subject to the terms of this Agreement, the VILLAGE hereby agrees to employ and hereby appoints the EMPLOYEE to the office of Village Administrator of the VILLAGE. The EMPLOYEE hereby accepts employment as the Village Administrator of the VILLAGE and to perform the functions and duties of said office in accordance with the Illinois Municipal Code and the Village Code of Ordinances of the VILLAGE and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the Corporate Authorities as the case may be, pertaining to the duties and responsibilities of the Village Administrator and to perform such other legally permissible and proper duties and functions as the Corporate Authorities of the VILLAGE may, from time to time, assign or provide. The EMPLOYEE shall attend such meetings, including, but not limited to, Village Board of Trustee meetings, and make such written and oral reports and recommendations as the Corporate Authorities may require. The Village Administrator shall report directly to and follow such directions as the Village Mayor and/or Village Board shall provide. The Village Administrator is expected to maintain regular office hours, but, given the nature of EMPLOYEE'S duties, EMPLOYEE shall be allowed to establish work hours, as may be, from time to time, modified and approved by the Mayor, an appropriate work schedule due to the time devoted to Village business outside of normal business hours, or as otherwise provided by the Village Code.

SECTION TWO: TERM, EXTENSION & ELECTION: The term of this Agreement shall commence effective no later than May 1, 2025 ("Commencement Date"), and shall terminate on the last day of the full term of the incumbent Village Mayor, unless otherwise terminated by operation of law or as otherwise provided for in this Agreement. Notwithstanding the conclusion of the term of this Agreement, solely by reason of the expiration of the incumbent Village Mayor's full term of office, the parties hereto agree that the term of this Agreement may, by an executed written Addendum to this Agreement, be extended by the parties for one additional period, not to exceed sixty (60) calendar days,

to allow for their possible execution of a new Employment Agreement. In the event that no such new Employment Agreement is reached and entered into by the parties within said additional period, then the VILLAGE's employment of the EMPLOYEE as its Village Administrator shall, without more, cease and terminate by its own term.

SECTION THREE: INDEMNIFICATION: In addition to that which may be mandated by state law or VILLAGE ordinance, the VILLAGE shall, through its insurance carrier, defend, save, hold harmless and indemnify the employee against any negligence actions, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the duties as Village Administrator, and shall continue beyond Village Administrator's service to the Employer for any claim that arose during the Village Administrator's tenure, in accordance with and limited by applicable law. The VILLAGE may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The foregoing notwithstanding any such indemnity, hold harmless or defense of such claims or legal actions shall not extend to intentional or wilful and wanton actions by or on the part of the Village Administrator.

SECTION FOUR: SALARY: The VILLAGE hereby agrees to pay EMPLOYEE for services to be rendered under this Agreement, and EMPLOYEE hereby accepts an annual base salary for one (1) year, payable in installments at the same pay periods as other employees of the VILLAGE are paid, the sum of Two Hundred and-Fifteen Thousand and 00/100ths Dollars (\$215,000.00), as Village Administrator. EMPLOYEE shall be eligible for annual salary increases, as determined by the Corporate Authorities of the VILLAGE, based upon merit and the results of annual performance evaluations. Such evaluations shall take place no later than March 31 of each year, and any such increase(s) shall take effect on the first pay period of the new fiscal year. Any such salary increase(s) shall be included as part of the VILLAGE'S adoption of its annual budget.

The Corporate Authorities of the VILLAGE shall adjust EMPLOYEE'S other benefits, as are generally provided to other VILLAGE employees.

SECTION FIVE: TERMINATION AND SEVERANCE PAY:

A. It is expressly understood and agreed that the employment status of the EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2, of the Village Code of the Village of Willowbrook.

B. Notwithstanding any provision in this Agreement to the contrary, the VILLAGE shall have the absolute right, by a majority vote of the corporate authorities of the VILLAGE, to terminate the services of the EMPLOYEE, with or without cause, at any time and for any reason whatsoever, and without any due process hearing that might be required by law or otherwise, subject only to subparagraph C of this SECTION FOUR.

For the purposes of this subparagraph B, the following events shall be deemed to be a termination of the services of the EMPLOYEE on the day of such occurrence:

1. Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from his position as Village Administrator without cause;

2. Should the Corporate Authorities of the VILLAGE, without the EMPLOYEE's consent, at any time during the term of this Agreement, reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that which is applied across the board for all VILLAGE employees, then, and in such event, EMPLOYEE may consider such reduction a "Termination Event";

3. Should the Corporate Authorities of the VILLAGE, upon the written demand of the EMPLOYEE, continue to fail or refuse to comply with any of the terms of this Agreement;

4. Should the EMPLOYEE, without cause, resign following a recommendation by the corporate authorities of the VILLAGE that he resign; and,

5. Should the VILLAGE fail to execute an Extension Addendum to this Agreement or a new Employment Agreement following the expiration of the incumbent Mayor's full term of office in accordance with the terms, conditions and provisions of SECTION TWO, hereinabove.

C. If the EMPLOYEE is terminated by the Corporate Authorities of the VILLAGE pursuant to any of the provisions of paragraphs one (1) through four (4) of subparagraph B of this SECTION FIVE, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of the date of said termination, a lump sum cash payment equal to four (4) months of the EMPLOYEE'S annual base salary. Such lump sum cash payment shall be subject to all usual and customary withholdings and deductions. In addition, the VILLAGE agrees to maintain, in full force and effect, to the extent permitted by law, all other benefits identified in SECTION TEN of this Agreement, for a period of six (6) months from and after the date of said termination.

Notwithstanding the foregoing, the VILLAGE shall not be obligated to pay the severance pay and severance benefits provided for hereinabove, if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE.

D. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE, by a majority vote of the corporate authorities of the VILLAGE, shall have the right to terminate the EMPLOYEE, should the EMPLOYEE abandon his position. The term "abandon" shall, for purposes of this subparagraph, mean actions by the EMPLOYEE evidencing his voluntary, intentional relinquishment of the position. The term "abandon" shall not mean the EMPLOYEE'S:

- Inability to perform the duties and responsibilities of his position due to illness or injury;
- Refusal to take any action or perform any duty or responsibility of his position due to his good faith belief that doing so would violate a legal, moral or ethical obligation; and,

In addition, this subparagraph is not intended nor construed to authorize the termination of the EMPLOYEE due to personality conflicts or differences in management style or philosophy.

In the event of a termination of the EMPLOYEE, pursuant to this subparagraph D, the VILLAGE shall not be obliged to pay the severance pay to EMPLOYEE, nor to provide the severance benefits provided in subparagraph C above.

E. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE, by a majority vote of the corporate authorities of the VILLAGE, shall have the right to terminate the EMPLOYEE, should the EMPLOYEE be convicted of a misdemeanor related to or arising out of the course of employment with the VILLAGE, or convicted of a felony, whether or not such act(s) involving personal gain to himself or otherwise, if, in the opinion of the Mayor and Board of Trustees, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination due to any felony conviction or a misdemeanor criminal act arising out of and/or in the course of the Village Administrator's employment with the VILLAGE, the VILLAGE shall not be obliged to pay the severance pay, nor to provide the severance benefits provided herein.

Further, in the event the EMPLOYEE shall be indicted or arrested for any misdemeanor offense arising out of or related to EMPLOYEE's employment or any felony offense, which, in the opinion of the Mayor and Board of Trustees of the VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with his ability to discharge the duties of his employment, then the Corporate Authorities of the VILLAGE may request and, upon such a request, the EMPLOYEE shall accept a leave of absence, without pay, pending a final determination of the criminal charges brought against said EMPLOYEE. Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, he shall be restored to his position and all amounts of back pay withheld shall be promptly paid to him. Should the EMPLOYEE plead guilty or be found guilty of any such misdemeanor violation arising out of or related to his employment or plead or be found guilty of any felony violation, or should any such

violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then he shall, subject to law, forfeit his position as Village Administrator of the VILLAGE, together with any right or privilege attendant thereto, including any back pay or benefits, as may be permitted by law, which may have been withheld subsequent to his indictment or arrest.

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign, any time, from his employment with the VILLAGE. In the event EMPLOYEE voluntarily resigns from his employment with the VILLAGE, before the expiration of this Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of his intent to resign. Further, and in the event of voluntary resignation, the EMPLOYEE shall not be entitled to severance pay or to severance benefits, as set forth in subparagraph C above, but EMPLOYEE shall be entitled to receive those accrued benefits, as provided by the VILLAGE Employee Handbook.

G. Notwithstanding the provisions contained in subparagraphs B and C above, the Corporate Authorities of the VILLAGE shall have the right to terminate the EMPLOYEE, should any complaint of malfeasance, misfeasance or any complaint of sexual harassment filed against the EMPLOYEE during the term of this Agreement be substantiated by a court having jurisdiction.

In the event of such termination, the VILLAGE shall not be obligated to pay the severance pay, nor to provide the severance benefits provided in subparagraph C above, but EMPLOYEE shall be entitled to receive those accrued benefits, as provided by the VILLAGE Employee Handbook.

H. Upon EMPLOYEE'S separation from employment with the VILLAGE, whether voluntary or otherwise, EMPLOYEE shall receive, within thirty (30) days of employment separation, a lump sum cash payment for all earned but unused vacation days, up to a maximum of fifty (50) vacation days at EMPLOYEE'S then current rate of pay, plus an amount equal to fifty percent (50%) of EMPLOYEE'S accrued but unused sick time at EMPLOYEE'S then current rate of pay. Said amount shall be paid to EMPLOYEE within thirty (30) days of employment separation.

SECTION SIX: EXTENT OF SERVICES - OUTSIDE ACTIVITIES: EMPLOYEE shall devote his entire time, attention and energies to the VILLAGE'S business and shall not, during the term of this Agreement, be engaged in any other business, teaching or consulting activity for gain, profit or other pecuniary advantage, without the expressed prior approval of the Corporate Authorities of the VILLAGE.

SECTION SEVEN: MOTOR VEHICLE: The EMPLOYEE shall receive a vehicle stipend of Ten Thousand and Dollars (\$10,000), which will be distributed throughout the fiscal year.

SECTION EIGHT: COMMUNICATION AND RELATED EXPENSES: The EMPLOYEE'S duties require the EMPLOYEE to communicate with persons from locations and at times when the EMPLOYEE is not present in the VILLAGE'S offices, and to have telephone access from locations away from the VILLAGE offices. The VILLAGE shall pay to the EMPLOYEE a monthly telephone allowance in the sum of Seventy Five and 00/100ths Dollars (\$75.00) per month.

SECTION NINE: EMPLOYEE'S EXPENSES:

A. The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the hereinafter described work-related itemized expenses of the EMPLOYEE as the Village Administrator. The amount to be appropriated and budgeted shall include, but not by way of limitation, allocations for the following expenses:

1. **DUES AND SUBSCRIPTIONS:** The VILLAGE agrees to budget for and pay for the Village Administrator's professional dues and subscriptions necessary for his continuation and full participation in national, regional, state, and local associations and organizations as a result of his position as Village Administrator, and for other necessary and desirable expenses for his continued professional participation, growth, and advancement, and for the good of the VILLAGE, as the Board deems appropriate.

2. **PROFESSIONAL DEVELOPMENT:** The VILLAGE hereby agrees to budget for and to pay for the Village Administrator's travel expenses of professional and official travel, meetings,

and occasions the Board deems necessary to continue his professional development and to adequately pursue necessary official functions for the VILLAGE, including, but not limited to, annual ILCMA Conferences, and such other national, regional, state, and local governmental groups and committees thereof, upon which the Village Administrator may serve as an officer or member. The VILLAGE also agrees to budget for and to pay for the Village Administrator's travel expenses for short courses, institutes, and seminars that the Board, in consultation with the Village Administrator, deems necessary for his professional development for the good of the VILLAGE.

The Village acknowledges the value of continued education in advancing organizational objectives and agrees to provide the Employee with up to an additional Fifteen Thousand and 00/100ths Dollars (\$15,000.00) in tuition assistance, above the standard Five Thousand and 00/100ths Dollars (\$5,000.00) reimbursement, for coursework completed during the Employee's tenure with the Village that is directly related to and enhances the Employee's performance in his role.

SECTION TEN: ADDITIONAL BENEFITS:

A. The VILLAGE agrees to provide EMPLOYEE and his dependents all benefits on the same basis and, to the same extent such benefits are enjoyed by all other management personnel of the VILLAGE, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time, vacation leave, etc. Unless otherwise specifically set forth in this Agreement, such benefits shall be consistent with the policies established by the VILLAGE in the VILLAGE'S "Employee Handbook".

B. Vacation Leave: EMPLOYEE shall be provided with twenty-five (25) days of vacation leave, vesting on May 1, 2025 and on the 1st day of May of each year thereafter during the term of this Agreement.

Vacation leave accruals and usage shall be in accord with the provisions of Section 5.4(D) of the Village's "Employee Handbook". Pay in lieu of accrued but unused vacation time shall not exceed

more than fifty (50) days, to be paid out within thirty (30) days of the end of EMPLOYEE'S employment with the VILLAGE.

C. In recognition of the Village's commitment to responsible fiscal stewardship, if the Employee formally recommends a property tax increase during the term of this Agreement, any educational assistance provided under this provision shall be subject to full repayment by the Employee. In addition, the Employee shall not be eligible for a merit-based salary increase in the fiscal year following such a recommendation. These safeguards are intended to ensure transparency and protect the Village's financial interests, while supporting the professional development of staff when aligned with long-term community priorities.

SECTION ELEVEN: RETIREMENT BENEFITS:

A. It is acknowledged that the VILLAGE is a member of and participates in the Illinois Municipal Retirement Fund (IMRF). EMPLOYEE shall be entitled to the same retirement benefits and consideration granted by the VILLAGE with respect to all other employees, as provided by state law and Village Ordinance, unless otherwise covered in this Agreement, at which time the contract shall supersede the Employee Handbook.

B. EMPLOYEE shall also be authorized to participate, consistent with any and all applicable eligibility requirements, in the VILLAGE'S current or successor 457 Plan (the "Plan"). The VILLAGE shall make an annual contribution of no less than Seven Thousand and Five Hundred dollars to the Plan on behalf of the EMPLOYEE.

SECTION TWELVE: RESIDENCY: It is hereby acknowledged that the EMPLOYEE currently resides in [REDACTED] Illinois. The VILLAGE expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of his office. During the term of this Agreement, and any extensions thereof, the VILLAGE agrees that the distance of EMPLOYEE'S current residence from the VILLAGE shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

SECTION THIRTEEN: GENERAL PROVISIONS:

A. This Employment Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided. This Agreement entirely supplants all other prior Employment Agreements between the parties.

B. The EMPLOYEE acknowledges that the services to be rendered by him are unique and personal. Accordingly, the EMPLOYEE may not assign any of his rights or delegate any of his duties or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity or successor elected VILLAGE officials, which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. **SURRENDER OF VILLAGE PROPERTY.** Upon the termination of the EMPLOYEE'S employment with the VILLAGE, regardless of cause therefor, the EMPLOYEE shall promptly surrender to the VILLAGE all property provided to him by the VILLAGE for use in relation to his employment.

D. **APPLICATION OF THE EMPLOYEE HANDBOOK.** The Village's Employee Handbook shall be applicable to the employment of the EMPLOYEE, except to the extent that it is in conflict with a provision of this Agreement, in which case the specific provision of this Agreement shall control.

E. **STATEMENT OF ECONOMIC INTERESTS.** The EMPLOYEE shall annually file with the office of the DuPage County Clerk, a verified written Statement of Economic Interests pursuant to Article 4A entitled "Disclosure of Economic Interests" of the Illinois Governmental Ethics Act, (5 ILCS 420/4A-101.5, *et seq.*)

F. **CONFIDENTIALITY.** The EMPLOYEE shall hold, in a fiduciary capacity for the benefit of the VILLAGE, all information, knowledge or data of the VILLAGE, its business, and its operations, obtained by the EMPLOYEE during his employment, which is not subject to disclosure

under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1-11 *et seq.*), and which is not generally known to the public. The EMPLOYEE shall not disclose or make use of, for his own benefit, for the benefit of another, or for the benefits of any entity, any confidential information, knowledge or data of the VILLAGE, its business or its operations which is not subject to disclosure under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1-11 *et seq.*), and which is not generally known to the public.

G. OFFICIAL BOND. Pursuant to Section 5-3-8 and 5-3-9 of the Illinois Municipal Code (65 ILCS 5/5-3-8 and 5-3-9) and the Code of Ordinances of the Village of Willowbrook, Illinois, the EMPLOYEE shall execute and file with the Village Clerk a bond, with a surety company authorized to do business in Illinois under the laws of Illinois, payable to the VILLAGE in the amount as provided by Title 1, Chapter 6, Section 1-6-1 of the Village Code of Ordinances, conditioned upon the faithful performance of the duties of the offices of EMPLOYEE of the VILLAGE and the payment of all monies received by the EMPLOYEE, according to law and the ordinances of the VILLAGE. The security of the bond is hereby approved by the VILLAGE. Pursuant to Section 1 of the Official Bond Payment Act (5 ILCS 270/1) and ILCS 5/5-3-8 and 5-3-9), the VILLAGE shall pay the full cost of the bond. The Intergovernmental Risk Management Agency shall provide such bond, if the agency is willing to provide such bond and the VILLAGE continues to be a member thereof. Should the Intergovernmental Risk Management Agency be unwilling to provide such bond or if the VILLAGE discontinues membership in the Intergovernmental Risk Management Agency, the VILLAGE shall arrange for the issuance of an official bond for the EMPLOYEE. The VILLAGE shall, on behalf of EMPLOYEE, pay the cost of said bond.

H. CERTIFICATIONS. The EMPLOYEE shall submit to the VILLAGE a certification, attached hereto as Exhibit "A," that the Village Administrator:

1. Is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

2. Is not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

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

4. Has not given to any officer or employee of the VILLAGE any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Village Administrator in violation of the Code of Ordinances of the Village of Willowbrook, Illinois, adopted by the VILLAGE pursuant to the requirements of the State Officials and Employees Ethics Act;

5. Is not a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), and he is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;

6. Is not, directly or indirectly, engaged in, and is not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;

7. Is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential

Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and he is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

I. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

J. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois. Venue shall be in the Circuit Court of the 18th Judicial District, DuPage County, Illinois.

K. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.

L. This Agreement, and attached Exhibits A, B and C, constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof.

M. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law, and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

N. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

1. **VILLAGE** at:
Village Mayor
Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527
2. **EMPLOYEE** at:
Sean Halloran

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

O. The EMPLOYEE acknowledges that he has had the opportunity to review the terms of this Agreement with an attorney of his own choosing, prior to the execution of this Agreement, and EMPLOYEE fully understands each and every term of this Agreement, and EMPLOYEE agrees to be bound by same.

This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this _____ day of _____, 2025.

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

By: _____
**Frank A. Trilla,
Village Mayor**

ATTEST:

**Gretchen Boerwinkle,
Village Clerk**

EMPLOYEE:

Sean Halloran

EXHIBIT "A"

STATE OF ILLINOIS)
COUNTY OF DUPAGE) *ss.*
VILLAGE OF WILLOWBROOK, ILLINOIS)

CERTIFICATE OF APPOINTMENT

TO: Gretchen Boerwinkle, Village Clerk

I, Frank Trilla, Mayor of the Village of Willowbrook, DuPage County, Illinois, do hereby certify that Sean Halloran, has been duly appointed by me with the advice and consent of the Board of Trustees on the _____ day of May, 2025 to the office of Village Administrator of the Village of Willowbrook, Illinois, effective on the _____ day of May, 2025, for a term not to exceed that of the current Mayor of the Village of Willowbrook, and until his/her successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Willowbrook, Illinois, this _____ day of _____, 2025.

Frank Trilla, Mayor of the
Village of Willowbrook, Illinois

EXHIBIT “B”

VILLAGE OF WILLOWBROOK, ILLINOIS

OATH OF OFFICE

I, Sean Halloran, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Village Administrator of the Village of Willowbrook, to the best of my ability.

Administered and sworn at Willowbrook, Illinois, this _____ day of _____, 2025.

Sean Halloran

EXHIBIT “C”

CERTIFICATION

The certifications hereinafter made by Sean Halloran are each a material representation of fact upon which reliance is placed by the Village of Willowbrook (the “Village”) in entering into the Village Administrator Employment Agreement with Sean Halloran. The Village may terminate the Village Administrator Employment Agreement if it is later determined that Sean Halloran rendered a false or erroneous certification.

I, Sean Halloran, hereby certify, represent and warrant to the Village that:

- (A) I am not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) I am not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- (C) No officer or employee of the Village has solicited from the Village Administrator any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;
- (D) I have not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Village Administrator in violation of the Code of Ordinances of the Village of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;
- (E) I am not a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), and I am not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;
- (F) I am not, directly or indirectly, engaged in and am not facilitating the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person; and
- (G) I am not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and I am not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

If any certification made by me or term or condition in this contract changes, I, Sean Halloran, shall notify the Village in writing within seven (7) days.

Dated: May _____, 2025

Sean Halloran

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Sean Halloran, known to me, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 2025

Notary Public



Village of
WILLOWBROOK

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.e.

DATE: May 12, 2025

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH LAUREN KASPAR FOR THE EMPLOYMENT POSITION OF CHIEF OF POLICE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

STAFF REPORT

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

PURPOSE

The purpose of this item is to present a resolution approving an employment agreement between the Village of Willowbrook and Lauren Kaspar for the position of Chief of Police. The resolution formalizes the terms and conditions of Chief Kaspar's employment and is presented for Village Board consideration and approval.

BACKGROUND/SUMMARY

The Village Administrator recommends that the Village Board consider an employment agreement with Lauren Kaspar for the employment position of Chief of Police of the Village of Willowbrook, DuPage County, Illinois.

FINANCIAL IMPACT

The financial impact of this agreement is consistent with the Village's approved budget.

RECOMMENDED ACTION:

Staff recommends approval of the resolution.

RESOLUTION NO. 25-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO
EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN
EMPLOYMENT AGREEMENT WITH LAUREN KASPAR FOR THE
EMPLOYMENT POSITION OF CHIEF OF POLICE OF THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the employment agreement by and between the Village of Willowbrook and Lauren Kaspar for the employment position of Chief of Police is hereby approved. A copy of said agreement is attached hereto as Exhibit "A" and made a part hereof.

BE IT FURTHER RESOLVED that the Village Mayor is authorized to execute said agreement and the Village Clerk is directed to attest to said signature.

PASSED and APPROVED this 12th day of May, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into effective as of the 12th day of May, 2025, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the “VILLAGE”) and LAUREN KASPAR a sworn member of the Willowbrook Police Department (sometimes hereinafter referred to as the “EMPLOYEE”):

WITNESSETH:

WHEREAS, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as the Chief of Police of the VILLAGE, as such position is provided for by the Village Code of Ordinances of the Village of Willowbrook; and,

WHEREAS, it is the desire of the VILLAGE to provide certain benefits, salary, establish certain conditions of employment, and to set working conditions of said EMPLOYEE as the Chief of Police; and,

WHEREAS, the purposes of the Agreement are:

1. To secure and retain the services of EMPLOYEE and to provide inducement for EMPLOYEE to remain in such employment;
2. To make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to employment as Chief of Police;
3. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE;
4. To provide a just means of terminating EMPLOYEE'S services with or without cause as the Corporate Authorities of the VILLAGE may desire; and,

WHEREAS, EMPLOYEE desires to be employed as Chief of Police of the VILLAGE

and the VILLAGE desires to employ EMPLOYEE for the employment position of Chief of Police upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

SECTION ONE: EMPLOYMENT: Subject to the terms of the Agreement, the VILLAGE agrees to appoint the EMPLOYEE, a sworn member of the Willowbrook Police Department, to the office of Chief of Police of the VILLAGE to perform the functions and duties of said office in accordance with the provisions of the Illinois Municipal Code, Village Code of the Village of Willowbrook, and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of the Agreement, and as hereafter amended, adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Chief of Police and to perform such other legally permissible duties and functions as may, from time to time, be assigned by the Corporate Authorities of the VILLAGE. The EMPLOYEE shall periodically attend such meetings and make such written and oral reports and recommendations as the Mayor, Village Board or Village Administrator may require. The Chief of Police shall report to and follow such directions as the Mayor or Village Administrator may from time to time provide. The Chief of Police is expected to maintain regular office hours, which shall generally follow those hours when the Village Hall is open to the public. EMPLOYEE's hours may be subject to change based on operational needs. In addition, the Chief of Police shall be required to attend the regular and special meetings of the Village Board, with the exception of vacations or other unforeseen circumstances (e.g., illness). It is recognized that the Chief of Police must devote time outside the normal office hours to the

business of the Village, and to that end, the Chief of Police shall be employed as a salaried, FLSA-exempt employee. The Chief of Police agrees to perform whatever duties are required to sufficiently carry out those duties outside the normal working hours. The Chief of Police shall maintain regular office hours as may from time to time be approved by the Mayor or Village Administrator.

SECTION TWO: INDEMNIFICATION: The Village through its insurance carrier, shall defend, save, hold harmless and indemnify the Chief of Police Chief against any professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Chief of Police's duties as Chief of Police, and shall continue beyond Employee's service to the Employer for any claim that arose during the Chief of Police's tenure, in accordance with and limited by applicable law. The Village may compromise and settle any such claim to suit and pay the amount of any settlement or judgment rendered thereon. The foregoing notwithstanding any such indemnity, hold harmless or defense of such claim or legal action shall not extend to intentional or willful and wanton actions by or on the part of the Chief of Police.

SECTION THREE: TERM, EXTENSION & REVERSION: The term of this Agreement shall commence effective as of May 12, 2025 and shall terminate on the last day of the term of the incumbent Village Mayor unless sooner terminated by operation of law or as otherwise provided for in the Agreement. Notwithstanding the conclusion of the said term of employment solely by reason of the expiration of the incumbent Village Mayor's full term of office, the parties hereby agree that the said term of employment hereunder may, by an executed, written Addendum to the Agreement, be extended for one additional period not to exceed sixty (60) calendar days to allow for their possible execution of a new Employment Agreement, during the time compensation

and benefits will remain in full effect. In the event that no such new Agreement is reached and entered into by the parties within said additional period, then the VILLAGE'S employment of the EMPLOYEE as its Chief of Police shall, without more, cease and terminate; *provided*, that should the EMPLOYEE hereafter voluntarily resign, be terminated by the VILLAGE *without cause*, or be otherwise terminated by the VILLAGE solely by reason of the expiration of the term of the Agreement prior to having obtained eligibility to retire on pension, she shall then, if she so desires, revert to, and be established in, the Sergeant rank and, thereafter, she shall be entitled to all the benefits and emoluments of such prior rank without regard to whether a vacancy then exists in such rank; and, *provided further*, that should the EMPLOYEE hereafter be terminated by the VILLAGE *with cause*, for the commission of such acts or omissions as would justify her termination as a sworn police officer under Illinois common law or statutory law, she shall then forfeit her position as Chief of Police, together with any rights or privileges attendant thereto, including the right to revert to the Sergeant rank.

SECTION FOUR: TERMINATION AND SEVERANCE PAY:

A. It is expressly understood and agreed that the employment status of the EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2, of the Village Code of the Village of Willowbrook.

B. Notwithstanding any provision in the Agreement to the contrary, the VILLAGE shall have the absolute right, by a majority vote of the corporate authorities of the VILLAGE, to terminate the services of the EMPLOYEE, with or without cause, at any time and for any reason whatsoever, and without any due process hearing that might be required by law or otherwise, subject only to subparagraph C of the SECTION FOUR.

For the purposes of the subparagraph B, the following events shall be deemed to be a

termination of the services of the EMPLOYEE on the day of such occurrence:

1. Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from her position as Chief of Police without cause;
 2. Should the Corporate Authorities of the VILLAGE, without the EMPLOYEE's consent, at any time during the term of the Agreement, reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that which is applied across the board for all VILLAGE employees, then, and in such event, EMPLOYEE may consider such reduction a "Termination Event";
 3. Should the Corporate Authorities of the VILLAGE, upon the written demand of the EMPLOYEE, continue to fail or refuse to comply with any of the terms of the Agreement;
 4. Should the EMPLOYEE, without cause, resign following a recommendation by the corporate authorities of the VILLAGE that she resign; and,
 5. Should the VILLAGE fail to execute an Extension Addendum to the Agreement or a new Employment Agreement following the expiration of the incumbent Mayor's full term of office in accordance with the terms, conditions and provisions of SECTION TWO, hereinabove.
- C. If the EMPLOYEE is terminated by the Corporate Authorities of the VILLAGE pursuant to any of the provisions of paragraphs one (1) through four (4) of subparagraph B of the SECTION FOUR, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of the date of said termination, a lump sum cash payment equal to four (4) months of the EMPLOYEE'S annual base salary. Such lump sum cash payment shall be subject to all usual and customary withholdings and deductions. In addition, the VILLAGE agrees to maintain, in full force and effect, to the extent permitted by law, all other benefits identified in SECTION TEN of the Agreement, for a period of six (6) months from and after the date of said termination.

Notwithstanding the foregoing, the VILLAGE shall not be obligated to pay the severance pay and severance benefits provided for hereinabove, if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE.

D. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE, by a majority vote of the corporate authorities of the VILLAGE, shall have the right to terminate the EMPLOYEE's employment as Chief of Police, should the EMPLOYEE abandon her position. The term "abandon" shall, for purposes of the subparagraph, mean actions by the EMPLOYEE evidencing her voluntary, intentional relinquishment of the position. The term "abandon" shall not mean the EMPLOYEE'S:

- Inability to perform the duties and responsibilities of her position due to illness or injury;
- Refusal to take any action or perform any duty or responsibility of her position due to her good faith belief that doing so would violate a legal, moral or ethical obligation; and,

In addition, the subparagraph is not intended nor construed to authorize the termination of the EMPLOYEE due to personality conflicts or differences in management style or philosophy.

In the event of a termination of the EMPLOYEE, pursuant to the subparagraph D, the VILLAGE shall not be obliged to pay the severance pay to EMPLOYEE, nor to provide the severance benefits provided in subparagraph C above.

E. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE, by a majority vote of the corporate authorities of the VILLAGE, shall have the right to terminate the EMPLOYEE, should the EMPLOYEE be convicted of a misdemeanor related to or arising out of the course of employment with the VILLAGE, or convicted of a felony, whether or not such act(s) involving personal gain to herself

for otherwise, if, in the opinion of the Mayor and Board of Trustees, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination due to any felony conviction or a misdemeanor criminal act arising out of and/or in the course of the Chief of Police's employment with the VILLAGE, the VILLAGE shall not be obliged to pay the severance pay, nor to provide the severance benefits provided herein.

Further, in the event the EMPLOYEE shall be indicted or arrested for any misdemeanor offense arising out of or related to EMPLOYEE's employment or any felony offense, which, in the opinion of the Mayor and Board of Trustees of the VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with her ability to discharge the duties of her employment, then the Corporate Authorities of the VILLAGE may request and, upon such a request, the EMPLOYEE shall accept a leave of absence, without pay, pending a final determination of the criminal charges brought against said EMPLOYEE. Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, she shall be restored to her position and all amounts of back pay withheld shall be promptly paid to her. Should the EMPLOYEE plead guilty or be found guilty of any such misdemeanor violation arising out of or related to her employment or plead or be found guilty of any felony violation, or should any such violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then she shall, subject to law, forfeit her position as Chief of Police of the VILLAGE, together with any right or privilege attendant thereto, including any back pay or benefits, as may be permitted by law, which may have been withheld subsequent to her indictment or arrest.

F. Notwithstanding any provision in the Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign, any time, from her employment with the VILLAGE. In the event EMPLOYEE voluntarily resigns from her employment with the VILLAGE, before the

expiration of the Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of her intent to resign. Further, and in the event of voluntary resignation, the EMPLOYEE shall not be entitled to severance pay or to severance benefits, as set forth in subparagraph C above, but EMPLOYEE shall be entitled to receive those accrued benefits, as provided by the VILLAGE Employee Handbook.

G. Unless EMPLOYEE is removed from the employment position of Chief of Police for cause, EMPLOYEE shall, at her option, upon voluntary resignation or non-renewal of this Agreement, return to her permanent rank of Sergeant of the Willowbrook Police Department.

H. Notwithstanding the provisions contained in subparagraphs B and C above, the Corporate Authorities of the VILLAGE shall have the right to terminate the EMPLOYEE, should any complaint of malfeasance, misfeasance or any complaint of sexual harassment filed against the EMPLOYEE during the term of the Agreement be substantiated by a court having jurisdiction.

In the event of such termination, the VILLAGE shall not be obligated to pay the severance pay, nor to provide the severance benefits provided in subparagraph C above, but EMPLOYEE shall be entitled to receive those accrued benefits, as provided by the VILLAGE Employee Handbook.

Upon EMPLOYEE'S separation from employment with the VILLAGE, whether voluntary or otherwise, EMPLOYEE shall receive, within thirty (30) days of employment separation, a lump sum cash payment for all earned but unused vacation days, up to a maximum of thirty (30) vacation days at EMPLOYEE'S then current rate of pay, plus an amount equal to fifty percent (50%) of EMPLOYEE'S accrued but unused sick time at EMPLOYEE'S then current rate of pay. Said amount shall be paid to EMPLOYEE within thirty (30) days of employment separation

SECTION FIVE: SALARY: The VILLAGE hereby agrees to pay EMPLOYEE for services to be rendered under the Agreement, and EMPLOYEE hereby accepts an annual base salary, commencing no later than May 12, 2025, payable in installments at the same pay periods as other employees of the VILLAGE are paid, the sum of One Hundred Sixty-Two Thousand Seven Hundred Eighty-Two and 00/100ths Dollars (\$162,782.00), as Chief of Police EMPLOYEE shall be eligible for annual salary increases, as determined by the Village Administrator and Mayor of the VILLAGE, based upon merit and the results of annual performance evaluations. Such evaluations shall take place no later than March 31 of each year, and any such increase(s) shall take effect on the first pay period of the new fiscal year. Any such salary increase(s) shall be included as part of the VILLAGE'S adoption of its annual budget.

SECTION SIX: EXTENT OF SERVICES - OUTSIDE ACTIVITIES:

EMPLOYEE shall devote her entire time, attention and energies to the VILLAGE'S business and shall not during the term of the Agreement be engaged in any other business, teaching or consulting activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the expressed prior approval of the Village Mayor.

SECTION SEVEN: AUTOMOBILE: EMPLOYEE'S duties require that she shall have the exclusive and unrestricted use at all time during her employment with the VILLAGE of an automobile which shall be provided to her by the VILLAGE. The automobile shall be used for travel to and from the Police Chief's residence and the Village, for VILLAGE related business, and within the scope of the police chief's duties and as may otherwise be consistent with the Village's "Employee Handbook". The particular vehicle to be made available to the EMPLOYEE shall be within the discretion of the Village Mayor.

The VILLAGE shall be responsible for paying for liability, property damage and

comprehensive insurance, as well as for the purchase, operation, maintenance, repair and regular replacement of said automobile.

SECTION EIGHT: EMPLOYEE'S EXPENSES: The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the hereinafter itemized expenses of the Chief of Police, including but not limited to, business expenses, professional dues and subscriptions, educational expenses, travel expenses, registration fees, lodging and meals, etc., consistent with the rules and regulations contained in the VILLAGE'S "Employee Handbook".

In addition, the VILLAGE agrees to provide EMPLOYEE with an annual clothing stipend in the amount of One Thousand and Three Hundred Dollars (\$1,300.00) to be issued within the first 30 days of each new fiscal year,

SECTION NINE: BENEFITS: The VILLAGE agrees to provide EMPLOYEE and her dependents all benefits on the same basis and to the same extent such benefits are enjoyed by all other management personnel of the Village of Willowbrook, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time, vacation leave, etc., consistent with the policies established by the Employee Handbook.

SECTION TEN: RETIREMENT: The EMPLOYEE is a member of the Willowbrook Police Officers Pension Fund. Contributions will continue during term of employment of the EMPLOYEE by the VILLAGE as provided by law.

SECTION ELEVEN: VACATION & SICK LEAVE: Vacation Leave: EMPLOYEE shall be provided vacation leave in the following manner:

YEAR ONE: EMPLOYEE shall be provided with twenty-five (25) days of vacation leave, vesting on June 22, 2025.

YEAR TWO: EMPLOYEE shall be provided with twenty-five (25) days of vacation leave, vesting on June 22, 2026.

YEAR THREE: EMPLOYEE shall be provided with thirty (30) days of vacation leave, vesting on June 22, 2027 and on the 22nd day of June of each year thereafter during the term of this Agreement.

SECTION TWELVE: RESIDENCY: The VILLAGE expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of her office. During the term of the Agreement and any extensions thereof, the VILLAGE agrees that the EMPLOYEE'S current residence shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

Notwithstanding the foregoing, the EMPLOYEE agrees not to relocate her permanent residence a further distance from the corporate limits of the VILLAGE OF WILLOWBROOK than her current residence without the approval of the Village Mayor.

SECTION THIRTEEN: GENERAL PROVISIONS:

A. The Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided.

B. The EMPLOYEE acknowledges that the services to be rendered by her are unique and personal. Accordingly, the EMPLOYEE may not assign any of her rights or delegate any of her duties or obligations under the Agreement. The Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity or successor elected VILLAGE officials which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. The invalidity of any provision of the Agreement shall not impair the validity of

any other provision. If any provision of the Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

D. The Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

E. The Village agrees that it shall not at any time during the term of the Contract reduce the salary, compensation, or other benefits of the Chief, except to the extent that such percentage reduction is evenly applied across-the-board for all employees of the Village.

F. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

1. **VILLAGE** at:
Village Mayor
Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527

2. **EMPLOYEE** at:
Lauren Kaspar

3. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

G. The Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the
_____ day of May, 2025.

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

By: _____
Village Mayor

ATTEST:

Village Clerk

Lauren Kaspar



Village of **WILLOWBROOK**

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.f.i.

DATE: May 12, 2025

SUBJECT:

MOTION – A MOTION TO AMEND THE FY2024-2025 OPPORTUNITY RESERVE FUND AND CAPITAL PROJECT FUND BUDGETS FOR THE ACQUISITION OF 618 PLAINFIELD ROAD; WILLOWBROOK, ILLINOIS

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Village staff is requesting a FY2024-2025 budget amendment to the Opportunity Reserve Fund and Capital Projects Fund for expenditures related to acquisition of the property located at 618 Plainfield Road; Willowbrook, IL. The Opportunity Reserve Fund will finance all costs associated with the acquisition of the property

BACKGROUND/SUMMARY

At the Board of Trustees meeting on December 16, 2024, the Village Board approved Resolution 24-R-75 allowing Village staff to proceed with the execution of the *Assignment and Assumption of a Multi-Board Residential Real Estate Contract 7.0 (618 Plainfield Road)*. As mentioned above, the Opportunity Reserve Fund will finance the following expenditures related to acquisition of the property.

- Cost of property - \$360,000
- Title Charges; Settlement Charges; Commission; Miscellaneous - \$32,106

FINANCIAL IMPACT

If the motion to amend the FY2024-2025 Opportunity Reserve Fund and Capital Projects Fund budgets for the expenditures related to acquisition of the property located at 618 Plainfield Road; Willowbrook, IL is approved, the Village will increase the FY2024-2025 Opportunity Reserve Fund expenditures as follows:

- 18-55-900-110 Transfer to Capital Projects - \$360,000
- 18-62-471-425 Other Professional Services - \$32,106

The Village will also increase the FY2024-2025 Capital Projects Fund expenditures as follows.

- 10-68-545-409 Land Acquisition - \$360,000

RECOMMENDED ACTION:

Village staff recommends passing the motion to amend the FY2024-2025 Opportunity Reserve Fund budget for the expenditures related to acquisition of the property located at 618 Plainfield Road; Willowbrook, IL.



Village of
WILLOWBROOK

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.f.ii.

DATE: May 12, 2025

SUBJECT:

MOTION – AMEND THE FY2024-2025 GENERAL FUND – VAO AND GENERAL OBLIGATION, SERIES 2022A BOND FUND BUDGETS FOR THE FUNDING OF THE CREEKSIDER PARK RENOVATION PROJECT.

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Village staff is requesting a FY2024-2025 budget amendment to the General Fund – Village Administrator's Office and General Obligation, Series 2022A Bond Fund for funding the expenditures of the Creekside Park renovation project. This budget amendment changes the funding source of the Creekside Park renovation project from the General Obligation, Series 2022A Bond Fund to the General Fund – Village Administrator's Office.

BACKGROUND/SUMMARY

At the Board of Trustees meeting on April 8, 2024, the Village Board approved both the FY2024-2025 Budget and Ordinance 24-O-10. Included in the approved FY2024-2025 Budget are Capital Improvement Project expenditures of \$1,300,000 for the renovation of Creekside Park. The General Obligation, Series 2022A Bond Fund is defined in the budget as the source of funding for the project. Due to the healthy financial position of the General Fund for FY2024-2025, Village staff is recommending that the Village use the General Fund's accumulated available financial resources to fund the expenditures of the Creekside Park renovation project.

FINANCIAL IMPACT

If the motion to amend the FY2024-2025 General Fund – Village Administrator's Office and General Obligation, Series 2022A Bond Fund budgets for the expenditures related to the Creekside Park renovation project is approved, the Village will increase the FY2024-2025 General Fund – Village Administrator's Office expenditures as follows.

- 01-10-900-110 Transfer to Capital Projects - \$1,300,000

The Village will decrease the FY2024-2025 General Obligation, Series 2022A Bond Fund expenditures as follows.

- 17-85-900-112 Transfer to Capital Projects - \$1,300,000

RECOMMENDED ACTION:

Village staff recommends passing the motion to amend the FY2024-2025 General Fund – Village Administrator's Office and General Obligation, Series 2022A Bond Fund budgets for the expenditures related to the Creekside Park renovation project.



Village of **WILLOWBROOK**

Police

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.

DATE: May 12, 2025

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE NATIONAL INSURANCE CRIME BUREAU

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

Staff is requesting a resolution approving and authorizing the execution of a memorandum of understanding (MOU) between the Village of Willowbrook and the National Insurance Crime Bureau (NICB) for access to NICB's ISO ClaimSearch Access.

BACKGROUND/SUMMARY

NICB is an Illinois not-for-profit corporation dedicated to fighting insurance related-crime and fraud, along with gathering and disseminating information related to insurance crime and fraud for the benefit of NICB member companies, law enforcement, regulatory authorities, and the public.

ISO ClaimSearch is a comprehensive, industry-wide claims database. It serves as the largest repository of property and casualty insurance claims data, representing more than 93% of the industry by volume.

The Willowbrook Police Department desires to work with the NICB and its ISO ClaimSearch database as it will assist the department in investigating and prosecuting crime, including but limited to insurance-related crime and fraud.

In summary, the Willowbrook Police Department would be responsible for:

- Appointing an Administrator to designate individuals within the department to receive access credentials or terminating access of those who no longer need it (separation from department).
- Ensuring designees are in good standing and notifying NICB of any misuse.
- Training
- Ensure privacy and security policies are followed and controls for the protection of confidential information are in place (Orbis – IT security). Notify NICB of any security breaches.

The agreement would remain in effect until either Party terminates this MOU by providing 30 days' written notice.

FINANCIAL IMPACT

The National Insurance Crime Bureau does not charge a fee for the use of their ISO ClaimSearch database.

RECOMMENDED ACTION:

Adopt the resolution to establish a memorandum of understanding with the National Insurance Crime Bureau.

RESOLUTION NO. 25 R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
MEMORANDUM OF UNDERSTANDING BETWEEN THE
VILLAGE OF WILLOWBROOK AND
THE NATIONAL INSURANCE CRIME BUREAU**

WHEREAS, the Village of Willowbrook, of DuPage County, Illinois, is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the corporate authorities of the Village of Willowbrook (“Village”) wish to enter into a Memorandum of Understanding (“MOU”) with the National Insurance Crime Bureau (“NICB”), a copy of which is attached hereto as Exhibit “A” and made a part hereof, wherein NICB will provide the Willowbrook Police Department access to ISO ClaimSearch for the purpose of disseminating information related to insurance crime and fraud in order to assist in the investigation and prosecution of insurance-related crimes; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the Village to enter into an MOU with NICS in order to exchange information and data to more easily detect and prevent insurance-related crime and fraud.

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

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

BE IT FURTHER RESOLVED that the Memorandum of Understanding (the “MOU”), by and between the Village of Willowbrook and the National Insurance Crime Bureau in order to

exchange information and data to more easily detect and prevent insurance-related crime and fraud, is hereby approved.

BE IT FURTHER RESOLVED that the Police Chief is hereby directed and authorized to execute said MOU on behalf of the Village of Willowbrook.

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

PASSED and **APPROVED** this 12th day of May, 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 NATIONAL INSURANCE CRIME BUREAU (“NICB”)**

LAW ENFORCEMENT ISO CLAIMSEARCH ACCESS MEMORANDUM OF UNDERSTANDING

This Law Enforcement ISO ClaimSearch Access Memorandum of Understanding (“MOU”) is made and entered into by and between the National Insurance Crime Bureau (“NICB”), an Illinois not-for-profit corporation located at 1515 W. 22nd Street, Suite 1300W, Oak Brook, Illinois 60523 and the law enforcement agency identified on the signature page hereto (“Agency”) (“NICB” and, together with “Agency,” hereafter referred to from time to time individually as “Party” or collectively as “the Parties”) and is effective as of the date of the last signature to this Agreement (“Effective Date”).

RECITALS

WHEREAS, NICB is an Illinois not-for-profit corporation dedicated to fighting insurance-related crime and fraud, and gathering and disseminating information related to insurance crime and fraud for the benefit of NICB member companies, law enforcement, regulatory authorities and the general public; and

WHEREAS, Verisk Analytics Inc. (“Verisk”) owns ISO ClaimSearch, and NICB contracts with Verisk in order to credential and provide law enforcement agencies and their personnel access to ISO ClaimSearch on the condition that NICB pass through certain terms to the law enforcement agency;

WHEREAS, Agency is a law enforcement agency whose mission is to protect and serve the people of the applicable jurisdiction; and

WHEREAS, NICB and Agency desire to work together to exchange information and data that will allow both Parties to more easily detect and prevent insurance-related crime and fraud;

NOW THEREFORE, in consideration of the promises and obligations contained in this MOU, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Access**. Subject to the terms of this MOU, during the Term, NICB hereby grants to Agency a non-exclusive, non-transferable, non-assignable, limited, revocable right to allow employees with access credentials within their organization the right to access and use the ISO ClaimSearch for: (1) investigating or prosecuting crime, including but not limited to insurance-related crime and fraud; and (2) investigating or prosecuting individuals relevant to homeland security activity. (collectively the “Purpose”).
2. **Access Credentials**. In order to access the ISO ClaimSearch, Agency must appoint an administrator (“Administrator”) to receive access credentials to the ISO ClaimSearch. The Administrator, in turn, may designate individuals employed by Agency (“Designees”) to receive access credentials to ISO ClaimSearch.
3. **Confidentiality**.
 - A. All non-public information and data contained within ISO ClaimSearch pursuant to this Agreement shall be considered as confidential information

(“Confidential Information”). Confidential Information shall be held in the strictest confidence and shall not be released, disseminated, used, accessed, copied, shared, transferred, or disclosed by Agency, except as strictly necessary for the Purpose.

- B. Confidential Information shall not include any information, however designated or marked, that: (i) is publicly available, or subsequently becomes publicly available, after the time it was communicated to the recipient through no breach of this MOU by the recipient; (ii) was in the recipient’s possession free of any obligation of confidence prior to being communicated to the recipient by the disclosing party, or is in the recipient’s possession free of any obligation of confidence subsequent to the time it was communicated to the recipient by the disclosing party; (iii) is independently developed by employees or agents, without use of the data contained in the ISO ClaimSearch, of the recipient and can be so proven by recipient; or (iv) is obtained by the receiving party from a third party lawfully in possession of such information and without a breach of such third party’s obligations of confidentiality.
 - C. It shall not be a violation of Section 3 of this MOU for Agency to disclose Confidential Information as required by standard legal procedure in order to prosecute crime. Further, disclosure is permitted in response to a lawful subpoena or other legal process served upon Agency or where applicable law requires the disclosure of Confidential Information, provided that: (i) if not prohibited under applicable law, Agency, prior to disclosing such information, gives reasonable written notice to NICB sufficient to permit NICB to seek a protective order if it so chooses; and (ii) in all cases, Agency discloses only that information that is legally required to be disclosed. For clarity, any of the Confidential Information Agency discloses pursuant to this Section 3. c. shall remain subject to the confidentiality requirements under this MOU for all other purposes.
4. Agency Obligations. In exchange for access to ISO ClaimSearch, the Agency agrees to comply with the following obligations:
 - A. **Administrator.** Agency shall appoint an Administrator who shall be identified to NICB and shall be responsible for adding or removing Designees, as appropriate, as well as maintaining a list of active Designees. No Designee may be granted access to ISO ClaimSearch without Administrator approval. The Administrator shall be the Agency contact responsible for fulfilling Agency obligations required under this MOU.
 - B. **Designees.** Designees shall be restricted to active Agency employees who: (1) are in good standing and not under suspension for any criminal or civil violation, or under active criminal investigation or indictment (“Good Standing”); and (2) have a need to know the Confidential Information for the Purpose.

- C. **Vetting.** Agency shall have in place a vetting process to ensure minimum standards for each Designee to qualify for access to ISO ClaimSearch are met, including the following determinations for each Designee:
- i. the Designee's need for access;
 - ii. which level of access is required for the Designee and for what purpose;
 - iii. ensuring Designee's access conforms to this Agreement;
 - iv. ensuring Designee's access is based on the Designee's need to know in order to carry out the Purpose; and
 - v. documenting the above determinations.
- D. **Responsibility.** The Administrator shall be responsible for, and shall supervise and control, all Designee access to ISO ClaimSearch. The Administrator shall implement an internal process whereby Designee usage is documented and monitored to ensure that that Designee usage conforms with the Purpose and this MOU. Agency shall immediately notify NICB of any access or usage of ISO ClaimSearch that does not comply with this Agreement and shall prohibit Designee from any further access or usage of ISO ClaimSearch until future access is expressly approved, in writing, by NICB.
- E. **Training.** Agency shall ensure that Designees complete all training and certifications required in order to gain access; and all periodic training either assigned by NICB, the ISO ClaimSearch platform, or otherwise in order to maintain access.
- F. **Termination of Access.** Agency shall immediately terminate Designee's access to ISO ClaimSearch:
- i. when Designee's is no longer employed by Agency;
 - ii. when Designee no longer has a legitimate Purpose to have access to ISO ClaimSearch; or
 - iii. if a Designee is no longer in Good Standing.
- G. **Privacy and Security Policies.** Agency will, at all times, ensure that access and use of ISO ClaimSearch complies with the NICB Privacy and Security Policy, and the ISO Privacy and Security Policies, including any updates and amendments that may be issued from time to time.
- H. **Controls for the Protection of Confidential Information.** Agency shall maintain during the term of this MOU, and at all times thereafter in which Agency maintains Confidential Information in its possession or control, an information security program that provides for the administrative, technical, and physical safeguards designed to adequately protect the security and confidentiality of Confidential Information in Agency's possession or control in accordance with

applicable federal, state and local laws, rules, and regulations. At a minimum, Agency's safeguards for the protection of Confidential Information shall include:

- i. limiting access of Confidential Information to authorized employees;
 - ii. maintaining an adequate network firewall;
 - iii. securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including but not limited to devices with information storage capability;
 - iv. implementing secure storage and disposal of Confidential Information;
 - v. implementing authentication, and access controls within operating systems and equipment; and
 - vi. implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law and providing appropriate privacy and information security training to Agency employees.
5. Audits. NICB may issue a security assessment questionnaire and conduct independent onsite security assessments of Agency related to Agency's compliance with this Agreement. For any onsite inspection, NICB will provide at least 30 days prior written notice. Such assessments shall not occur more than once per calendar year, at a time that minimizes operational interruptions to Agency. Agency's failure to adequately respond in a timely manner to a security assessment questionnaire, timely submit to an onsite inspection, or timely or adequately, in NICB's sole determination, remedy any compliance or security concern raised by NICB, may result in immediate suspension of Agency's ISO ClaimSearch access pursuant to Section 10 of the MOU.
6. Security Breach.
 - A. **Notification.** Agency shall promptly, but in no case later than 48 hours, notify NICB of any significant risk, whether confirmed or based upon a good faith determination, to Confidential Information, to include unauthorized or improper access to, or use or disclosure of, Confidential Information while in the possession or control of Agency, its Administrator, or its Designees ("Security Breach").
 - B. **Mitigation and Cooperation.** Agency shall promptly implement steps to remediate and mitigate the effects of any Security Breach. Agency shall cooperate with reasonable requests for information from NICB or its representatives regarding the Security Breach. To the extent possible, Agency shall promptly provide a written description of the number of individuals' data involved, the location (i.e., State) of the individuals, the amount of data involved, the type of data involved and any other relevant information

reasonably requested by NICB or as otherwise required to be provided by applicable law.

7. Representations and Warranties. Agency represents and warrants the following:

- A. Agency is a professional, reputable, and trustworthy organization that serves the public.
 - B. Agency is not under suspension for any criminal or civil violation; or under active criminal investigation or indictment.
 - C. Agency will not provide access to any Designee who is not in Good Standing.
 - D. Agency, its Administrator, and its Designees have a justifiable reason for requiring access to ISO ClaimSearch that is consistent with the Purpose.
 - E. Agency either (a) has an established working relationship with NICB, or (b) will take steps in order to establish a new relationship with NICB.
 - F. Agency agrees to comply with all applicable federal, state, and local data privacy and security laws, rules and regulations, and applicable industry standards related to or concerning the protection of data.
8. Indemnity. To the extent permissible by law, Agency shall indemnify, defend and hold NICB harmless from all third-party lawsuits, claims, liabilities, damages, settlements, judgments, or expenses, including NICB's costs and reasonable attorney fees, which arise as a result of Agency's material breach of this Agreement, negligent acts or omissions, or willful misconduct.
9. Disclaimer of Warranties. Limited Use; No Reliance. Information contained within ISO ClaimSearch is provided "AS IS, WHERE IS" and intended to be used as investigative leads only, in support of investigations of criminal activity in accordance with the Purpose. Agency should not make prosecution decisions based solely upon information contained in ISO ClaimSearch. NICB HEREBY DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE INFORMATION CONTAINED WITHIN ISO CLAIMSEARCH.
10. Term and Termination.
- A. Term. This MOU shall commence as of the Effective Date and will remain in effect until either Party terminates this MOU by providing 30 days' written notice to the other party of the termination whereupon the MOU will terminate at the end of the 30-day notice period.
 - B. Immediate Termination. NICB may immediately terminate this MOU if the Agency materially breaches its obligations under this MOU.
11. Survival. Upon termination of this MOU, the provisions of this MOU concerning the ongoing interests of the parties shall continue and survive in full force and effect.

12. Assignment. Neither Party may assign or transfer any rights or obligations under this MOU without the prior written consent of the other Party. Any attempt to transfer all or part of either Party's rights or obligations without such consent is null and void and of no effect.
13. Notices. All notices between the parties will be in writing and will be delivered as follows, with notice deemed given as indicated (a) by personal delivery, when delivered personally; or (b) by overnight courier, upon the courier's confirmation of delivery. In either case, a copy shall be sent via email. Notices to the Agency will be sent to the email and address provided by Agency at the time of application for credentialing. Notices to NICB will be sent to the addresses, including e-mail addresses, set forth as follows, or such other address as is provided by notice as set forth herein:

National Insurance Crime Bureau
1515 W. 22nd Street
Suite 1300W
Oak Brook, IL 60523
Attn: General Counsel
Email: NICBGeneralCounsel@nicb.org

14. Severability. Any term or provision of this MOU held to be illegal or unenforceable will, if possible, be interpreted so as to be construed as valid, but in any event the validity or enforceability of the remainder hereof will not be affected.
15. No Waiver. The waiver of, or failure to enforce, any breach or default hereunder will not constitute the waiver of any other or subsequent breach or default.
16. No Joint Venture. The relationship of the parties hereunder will be that of two independent contracting parties, and nothing herein will be deemed to create a joint venture, partnership, agency or employer/employee relationship. In no event will either party be permitted to make any MOU, or represent that it is authorized to make any MOU, on behalf of the other party, without the prior written consent of such other party.
17. Entire Agreement. This MOU sets forth the entire agreement between the parties related to the subject matter herein, and supersedes any and all prior agreements, proposals, understandings, discussions, MOUs, and representations between them, whether written or oral. This MOU may be changed only by mutual MOU of the parties in writing. This MOU may be executed in counter-parts with electronic signatures to be deemed valid and binding.

[Signatures immediately to follow on page 7 of 7]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

National Insurance Crime Bureau

Agency: _____

ORI or ORIs to which this MOU applies:

Signed: _____

Name: _____

Title: _____

Date: _____

Signed: _____

Name: _____

Title: _____

Email: _____

Date: _____



Village of **WILLOWBROOK**

Public Works

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: May 12, 2025

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT - PHASE III FOR THE VILLAGE OF WILLOWBROOK BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff requests approval of an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional construction engineering services for the Borse Memorial Community Park Phase III Rehabilitation Project at a cost not to exceed \$219,843.00.

BACKGROUND/SUMMARY

On November 25, 2024, the Village Board approved design engineering services agreements with Christopher B. Burke Engineering, Ltd. (CBBEL) and Upland Design for the Borse Memorial Phase III Rehabilitation Project. Design is complete and the project has entered the bidding process with the expectation of awarding the construction agreement at the next Board meeting. Prior to that meeting, CBBEL has presented their proposal for construction engineering services for approval.

Phase III of the project includes the renovation of the pathway system, two new pavilions and restroom buildings, one of which will include concession stand, a splash pad, 2-12 year old playground, renovation of the softball fields, basketball court renovation, Veterans' Memorial, pollinator walk, new electric outlets throughout the park to accommodate Village events, new path lighting, and various landscaping improvements. The project includes a \$600,000 OSLAD grant with the remainder to be funded with local funds.

CBBEL has prepared a comprehensive scope of services for Phase III construction, which includes the following six tasks:

1. Pre-Construction Services
2. Submittal Review
3. Construction Observation
4. OSLAD Documentation
5. Post Construction
6. Material Inspection



The not-to-exceed amount for these construction engineering services is \$219,843.00. The cost breakdown is as follows:

Rate	Personnel & Hours			% of Hours	Total Cost
	Engineer VI**	Engineer III**	Total Hours		
Pre-Construction Services	6	48	54	4.3%	\$ 9,072.00
Submittal Review	2	32	34	2.7%	\$ 5,552.00
Construction Observation*	60	1065	1125	89.2%	\$ 183,150.00
OSLAD Documentation	0	12	12	1.0%	\$ 1,896.00
Post-Construction	4	32	36	2.9%	\$ 6,048.00
Subtotal	72	1189	1261		
% of Hours	5.7%	94.3%			
Total Cost	\$ 17,856.00	\$ 187,862.00	\$ 205,718.00		\$ 205,718.00
Direct Costs					\$ 500.00
Vehicle Usage***					\$ 8,125.00
Material Testing					\$ 5,500.00
Total Cost					\$ 219,843.00

FINANCIAL IMPACT

Professional construction engineering services for the Borse Memorial Phase III Rehabilitation Project in the amount of \$219,843.00 will be expensed in FY2025/2026.

RECOMMENDED ACTION:

Staff is seeking approval of an agreement with Christopher B. Burke Engineering Ltd. (CBBEL) for professional construction engineering services for the Borse Memorial Phase III Rehabilitation Project at a cost not to exceed \$219,843.00.

RESOLUTION NO. 25-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS
FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR
THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT -
PHASE III FOR THE VILLAGE OF WILLOWBROOK BY AND BETWEEN
CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF
WILLOWBROOK**

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 and First Amendment to the General Conditions with Christopher B. Burke Engineering, Ltd. (“CBBEL”) for the provision of professional construction engineering services for the Borse Memorial Community Park Renovation Project – Phase III for the Village of Willowbrook; 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the 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 Professional Construction Engineering Services 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, to 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 12th day of May, 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

EXHIBIT “B”

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



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

April 28, 2025

Village of Willowbrook
Department of Public Works
835 Midway Drive
Willowbrook, Illinois 60527

Attention: Rick Valent, Director of Public Works

Subject: Proposal for Professional Construction Engineering Services
Borse Memorial Community Park Renovations Project: Phase III

Dear Mr. Valent:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for construction engineering services for the third phase of the Borse Memorial Community Park Renovations Project. The proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the Village of Willowbrook would like to proceed with the construction of the Phase III development of the Borse Memorial Community Park Renovations project as designed by Christopher B. Burke Engineering Ltd. (CBBEL) and Upland Design Ltd. The third phase of the Project includes the renovation of the path, two new pavilions and restroom buildings, one of which will include concessions, a splash pad, 2-12-Year-Old Playground, renovation of the softball fields, basketball court renovation, Veterans Memorial, pollinator walk, new electric outlets throughout the park to accommodate events, new path lighting, and various landscaping improvements. The project includes a \$600,000 OSLAD grant with the remainder to be funded with local funds.

SCOPE OF SERVICES

Task 1 – Pre-Construction Services: CBBEL will perform the following tasks:

- Attend a pre-construction conference with the Contractor, Village, and other parties to discuss goals, objectives, and issues of the project. CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with meeting minutes.
- Obtain from the Contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work. If we have not previously worked with a proposed subcontractor, we will make every effort to check references.

- Review the construction schedule submitted by the Contractor for compliance with the contract. CBBEL will review it in relation to any milestone dates in the specifications. CBBEL will review the constructability of their plan to confirm the work is being completed in a logical sequence.

Task 2 – Submittal Review:

- CBBEL will review submittals from the Contractor for conformance with the plans and specifications.

Task 3 – Construction Observation: CBBEL will provide one full-time Resident Engineer for the duration of construction for the Borse Memorial Community Park Renovations Project. This task is estimated to be 8 hours per day for 5 days a week for 25 weeks. Construction observation will include the following tasks:

- Check the Contractor's layout at regular intervals.
- Observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractors in dealing with any outside agencies.
- Inspect erosion and sediment control measures and notify the Contractor of any deficiencies.
- Draft and distribute construction notices to impacted residents impacted.
- Attending weekly construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, submittals, reproductions, or original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all Contractors, subcontractors, and major material suppliers in the diary.
- Keep an inspector's daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.
- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village, prepare a final punchlist.

- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.
- Except upon written instructions from the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.

Task 4 – OSLAD Documentation: CBBEL will complete the appropriate paperwork required to receive the OSLAD funding, including quarterly reports and reimbursement requests.

Task 5 – Post Construction: CBBEL will perform the following tasks once construction is complete:

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Conduct final inspection with the Village and prepare a final list of items to be corrected.
- Verify that all items on the final list have been corrected and make recommendations to the Village concerning project acceptance.
- Prepare final pay estimate and change order for the Village's approval.
- Verify all necessary material inspection has been received and documented.
- Complete required final paperwork.

Task 6 – Material Inspection: CBBEL has budgeted \$5,500 to provide material inspection services through our sub-consultant Testing Service Corporation (TSC) of Carol Stream, IL. TSC will complete the Quality Assurance (QA) material testing for concrete and asphalt at the site and QA testing at the plants, as requested.

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

ESTIMATE OF FEE

Per the attached Work Effort spreadsheet, CBBEL's proposed not-to-exceed fee for this project is \$219,843.00.

We propose to bill you in accordance with the Schedule of Charges and General Terms and Conditions in our previously submitted Village Engineering Agreement. If this proposal is acceptable to you, please sign both copies and return one to us for our files.

Sincerely,



Michael E. Kerr, PE
President

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF WILLOWBROOK.

BY: _____

TITLE: _____

DATE: _____

N:\PROPOSALS\ADMIN\2025\Willowbrook Borse Park Phase III ConstOb\Willowbrook Borse Park Phase III Rehabilitation Construction
Engineering.04282025.doc

CBBEL WORK EFFORT
Village of Willowbrook
Borse Memorial Community Park Renovations Project: Phase III - Construction Engineering

Personnel & Hours					
	Engineer VI**	Engineer III**	Total Hours	% of Hours	Total Cost
Rate	\$248.00	\$158.00			
Pre-Construction Services	6	48	54	4.3%	\$ 9,072.00
Submittal Review	2	32	34	2.7%	\$ 5,552.00
Construction Observation*	60	1065	1125	89.2%	\$ 183,150.00
OSLAD Documentation	0	12	12	1.0%	\$ 1,896.00
Post-Construction	4	32	36	2.9%	\$ 6,048.00
Subtotal	72	1189	1261		
% of Hours	5.7%	94.3%			
Total Cost	\$ 17,856.00	\$ 187,862.00	\$ 205,718.00		\$ 205,718.00
Direct Costs					\$ 500.00
Vehicle Usage***					\$ 8,125.00
Material Testing					\$ 5,500.00
Total Cost					\$ 219,843.00

*Rates from RFQ for Engineering Services for the Village of Willowbrook - 2024 Rates (Discounted)

**Vehicle Usage estimate is based on \$65/day for 125 days

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.

**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
CONSTRUCTION ENGINEERING SERVICES FOR THE BORSE MEMORIAL
COMMUNITY PARK RENOVATION PROJECT – PHASE III**

That certain Agreement by and between CHRISTOPHER B. BURKE ENGINEERING, LTD. (the "Engineer") and the VILLAGE OF WILLOWBROOK, to provide professional construction engineering services to the Village of Willowbrook (the "Client"), in connection with the Borse Memorial Community Park Renovation Project – Phase III, 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

VILLAGE OF WILLOWBROOK

By: _____

Frank A. Trilla, Mayor

Date: _____

READ, APPROVED AND AGREED

CHRISTOPHER B. BURKE
ENGINEERING, LTD.

By: _____

Michael E. Kerr, PE, President
and duly authorized agent

Date: _____

ATTEST:

Gretchen Boerwinkle, Village Clerk



Village of **WILLOWBROOK**

**Parks &
Recreation**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 9.

DATE: May 12, 2025

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING PROPOSALS AND APPROVING THE PURCHASE OF CERTAIN EQUIPMENT AND FIXTURES FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT – PHASE III AT A COST NOT TO EXCEED \$1,139,453.66

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To pass a resolution to approve the purchase of eight items identified as owner-purchase items related to the Phase III Borse Park Renovation project for Borse Memorial Community Park for a grand total amount not to exceed \$1,139,453.66

BACKGROUND/SUMMARY

In collaboration with Christopher B. Burke Engineering (CBBEL) and Upland Design, Village staff has identified opportunities to reduce costs through owner-purchased items under Sourcewell Government Cooperative Purchasing contracts. These contracts offer cost savings and expedited procurement for long-lead-time equipment necessary for the project.

The eight (8) identified items include:

1. Daktronics BA-2518 Scoreboard
 - Wireless control, including installation
 - Vendor: Sievert Electric
 - Cost: \$17,460.00





2. Vortex Aquatic Splash Pad System

- Includes water features, distribution system, and drainage
- Vendor: Vortex Aquatic Structures International
- Cost: \$118,378.66



3. Parkaire Activity Center (Model PAC3444)

- 34' x 44' x 16' structure with enclosed restroom pavilion
- Vendor: NuToys Leisure Products (Cedar Forest Products)
- Cost: \$194,501.00





4. Parkaire Activity Center (Model PAC3468)

- 34' x 68' structure with 30' x 36' enclosed concession and restroom facility
- Vendor: NuToys Leisure Products (Cedar Forest Products)
- Cost: \$313,938.00



5. Burke Playground Structure

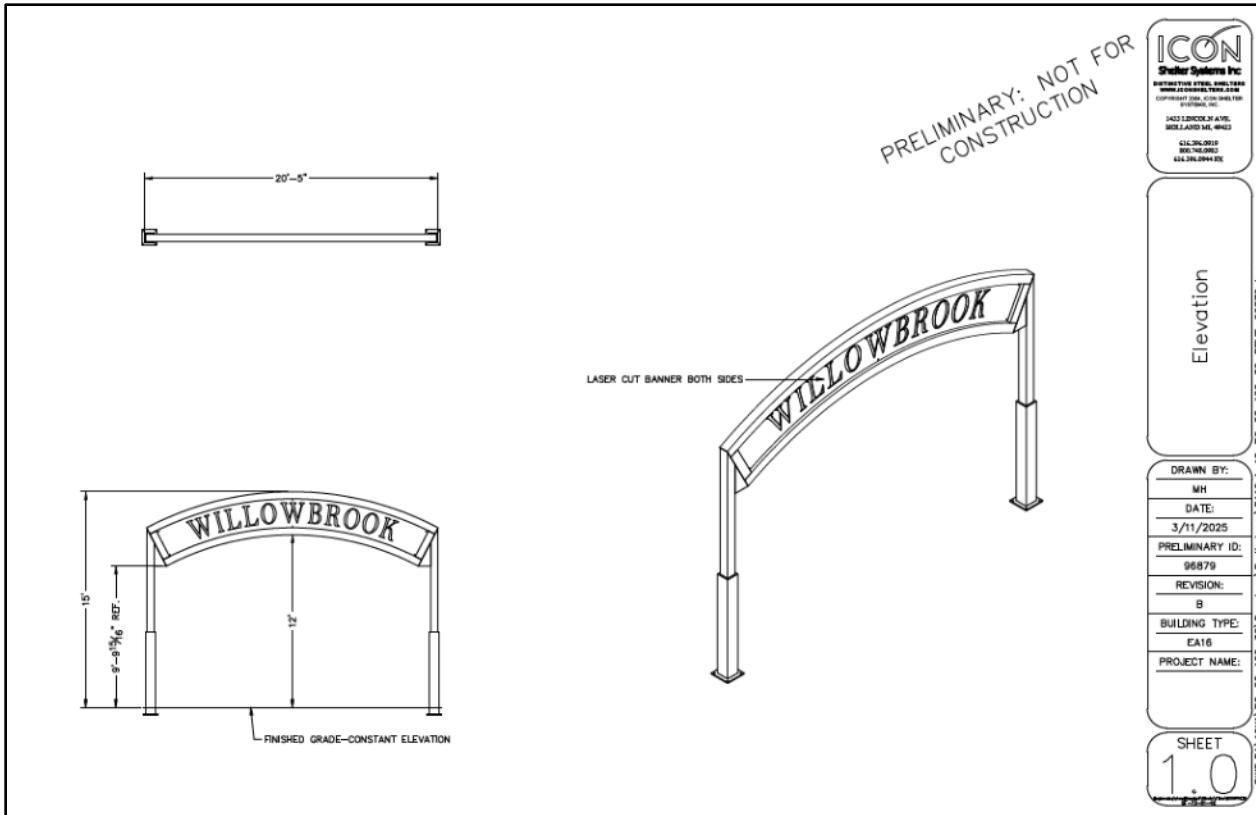
- Playground equipment
- Vendor: Play Illinois
- Cost: \$171,225.00





6. Entry Arch Shelter

- Park entrance arch
- Vendor: Parkreation, Inc. (Icon Shelters)
- Cost: \$33,761.00



7. Playground shade structures

- Seven shade structures for the splash pad and playground area
- Vendor: NuToys Leisure Products
- Cost: \$164,438.00





8. Dugout Structures for all three softball fields

- Six total dugouts for all three fields, 8'x32' mono slope cantilever shelter
- Vendor: NuToys Leisure Products
- Cost: \$125,752.00



ITEM	COST
Daktronics Scoreboard	\$ 17,460.00
Vortex Aquatic Splash Pad System	\$ 118,378.66
Parkaire Activity Center (restroom)	\$ 194,501.00
Parkaire Activity Center (restroom & concession)	\$ 313,938.00
Burke Playground Structure	\$ 171,225.00
Parkreation Entry Arch Shelter	\$ 33,761.00
NuToys Playground Shade Structures (7)	\$ 164,438.00
NuToys Dugout Structures (6)	\$ 125,752.00
TOTAL	\$ 1,139,453.66

Utilizing Sourcewell contracts typically results in approximately 10% cost savings. Additionally, direct purchasing allows the Village to better align procurement timelines with construction schedules, minimizing potential delays. All other elements of the project will be provided by the selected contractor.

Procurement of these items now will support a timely project completion, with the goal of finishing construction by Fall 2025.



FINANCIAL IMPACT

The proposed cost for the purchase of the eight items identified for the Borse Phase III Park Project is \$1,139,453.66 if approved.

RECOMMENDED ACTION:

Staff recommendation is to approve the purchase of the eight items identified for the Borse Phase III Park Project not to exceed the amount of \$1,139,453.66

RESOLUTION NO. 25-R-__

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING
PROPOSALS AND APPROVING THE PURCHASE OF CERTAIN EQUIPMENT AND
FIXTURES FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION
PROJECT – PHASE III AT A COST NOT TO EXCEED \$1,139,453.66**

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) have investigated the purchase of miscellaneous equipment and fixtures for the Borse Memorial Community Park Renovation Project – Phase III (the “Project”); and

WHEREAS, the selected equipment and fixtures were bid through Sourcewell, a government purchasing cooperative.

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. The purchase of certain park equipment and fixtures, as set forth in the proposals attached hereto as Exhibit “A” and made a part hereof, at a cost not to exceed One Million One Hundred Thirty-Nine Thousand Four Hundred Fifty-Three and 66/100ths Dollars (\$1,139,453.66), is hereby approved.

SECTION 3. The Village Mayor be and is hereby authorized and directed to execute the purchase orders for the selected equipment and fixtures on behalf of the Village.

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SECTION 4. This resolution shall be in full force and effect from and after its passage of approval in the manner provided by law.

PASSED and APPROVED this 12th day of May, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT – PHASE III
PROPOSALS**



QUOTE

Box 7075
Westchester, IL 60154
708-579-9055
708-579-0109 (fax)
1-800-526-6197

Page 1 of 2

March 2, 2025

BILL TO:

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

SHIP TO:

To Be Provided

Mark For: Borse Memorial Park
Phase III

Lead Time in Weeks*		Terms	Expiration Date	
14 - wood, 12 - steel		Net 30	45 Days	
Quantity	Model Number	Description	Unit Price	Amount
1	PAC 3468	Parkaire Activity Center 34' x 68' with 30' x 36' enclosed per drawing KLY-1106 2-25-25	\$ 194,738.00	\$ 194,738.00

Add Option(s):

1	MR 29 Gauge Metal Roof	\$ 13,460.00	\$ 13,460.00
1	VCP Vit Chn Plbg Fxtr Pkg (7 toilets, 2 urinals, 4 lavs, 3 BCS)	\$ 42,295.00	\$ 42,295.00
1	EFP Electrical Fixture Package	\$ 11,367.00	\$ 11,367.00
1	FFP Factory Stain (1) Coats of Permachink (1) Clear (Field)	\$ 29,214.00	\$ 29,214.00
1	MEP Plan - Venting , H/AC, Elect, Plumb	\$ 15,714.00	\$ 15,714.00

Price Includes:

- 8' eave height, 3:12 roof pitch, designed for a standard 30 PSF live load & 90 MPH wind speed
- Kiln dried cedar, double T&G, nominal 4" x 8" exterior walls
- Powder coated tube steel columns (surface mount with base plate covers)
- Zinc plated fasteners, powder coated steel plates
- Roof decking shall consist of 2" x 6" nominal #1 SYP single T&G with a V-joint
- 2" x 8" cedar fascia
- 30 year architectural grade shingle package and roofing felt
- Primed 18 ga metal exterior door(s) & 16 ga metal frame(s) - field painting required, hardware included
- Interior walls are 2" x 4" site built construction with FRP panels in restroom area
- 1" x 4" S4S cedar trim & prebuilt, louvered red cedar vents
- Metal roll-up concession window with stainless steel shelf
- Metal roll-up door for pump room

Excludes: Unloading, storage or installation of material, clear coat or stain and gutters & downspouts, floor drains, and exhaust fans.

Expiration: 45 Days

Quantity:

1

Quote Subtotal	\$ 306,788.00
Engineering	\$ 1,500.00
Freight Charges	\$ 5,650.00
Quote Total	\$ 313,938.00

*****Sales Tax Not Included, Exemption Form Must Be Provided*****

Above pricing includes shipping cost but not installation.

Above prices are subject to change after 30 days.

Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

TERMS: Our terms are net 30 from date of shipment to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.

Signature	Title
------------------	--------------

Signature Printed	Date
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WIL25BRS7CF.JLF



PROPOSAL / ORDER FORM

Box 7075
Westchester, IL 60154
708-579-9055
708-579-0109 (fax)
1-800-526-6197

Please Provide and/or Verify Bill To and Ship To address information when ordering.

May 1, 2025

BILL TO:

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

SHIP TO:

TBD

PROJECT NAME: Borse Park

CALL 24 HOURS PRIOR TO DELIVERY:

<u>QTY.</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
6	MC832	Mono Slope Cantilever Shelter 8' x 32' with 8' Eave		\$ 95,740
ADD OPTIONS:				
6	STG	Stained T & G Roof Deck	4,023	24,138
6	BC	Metal Base Covers	304	1,824
		Subtotal		\$ 121,702
		Engineering		750
		Shipping Cost		3,300
		Total		\$ 125,752

PRICE INCLUDES:

- Roof pitch is 2:12, designed for a standard 30 PSF live load & 90 MPH wind speed
- Powder coated steel frame
- 24 ga. multi-rib metal roofing
- Zinc plated fasteners
- Tubular steel frame utilizes hidden bolts & fasteners where possible

PRICE EXCLUDES:

- Unloading, storage or installation of material, clear coat or stain and gutters & downspouts, and floor drains.

Above pricing includes shipping cost but not installation.

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Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

TERMS: Our terms are net 30 from date of shipment to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.

Signature	Title
Signature Printed	Date

WIL25VIL10CF.JLF



QUOTE

Box 7075
Westchester, IL 60154
708-579-9055
708-579-0109 (fax)
1-800-526-6197

March 3, 2025

Page 1 of 2

BILL TO:

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

SHIP TO:

To Be Provided

Mark For: Borse Memorial Park
Phase III

Lead Time in Weeks*		Terms	Expiration Date	
14 - wood, 12 - steel		Net 30	45 Days	
Quantity	Model Number	Description	Unit Price	Amount
1	PAC 3444	Parkaire Activity Center 34' x 44' with 16' x 16' enclosed per drawing KLY-1062 2-25-25	\$ 118,868.00	\$ 118,868.00

Add Option(s):

1	MR 29 Gauge Metal Roof	\$ 8,707.00	\$ 8,707.00
1	VCP Vit China Plbg Fxtr Pkg (3 toilets, 3 lavs, 3 BCS)	\$ 18,716.00	\$ 18,716.00
1	EFP Electrical Fixture Package	\$ 7,506.00	\$ 7,506.00
1	FFP Factory Stain (1) Coats of Permachink (1) Clear (Field)	\$ 17,839.00	\$ 17,838.00
1	MEP Plan - Venting , H/AC, Elect, Plumb	\$ 15,715.00	\$ 15,715.00

Price Includes:

- 8' eave height, 3:12 roof pitch, designed for a standard 30 PSF live load & 90 MPH wind speed
- Kiln dried cedar, double T&G, nominal 4" x 8" exterior walls
- Powder coated tube steel columns
- Zinc plated fasteners, powder coated steel plates
- Roof decking shall consist of 2" x 6" nominal #1 SYP single T&G with a V-joint
- 2" x 8" cedar fascia
- 30 year architectural grade shingle package and roofing felt
- Primed 18 ga metal exterior door(s) & 16 ga metal frame(s) - field painting required, hardware included
- Interior walls are 2" x 4" site built construction with FRP panels in restroom area
- 1" x 4" S4S cedar trim & prebuilt, louvered red cedar vents

Excludes: Unloading, storage or installation of material, clear coat or stain and gutters & downspouts, floor drains, and exhaust fans.

Expiration: 45 Days

Quantity:

1

Quote Subtotal

\$ 187,351.00

Engineering

\$ 1,500.00

Freight Charges

\$ 5,650.00

Quote Total

\$ 194,501.00

*****Sales Tax Not Included, Exemption Form Must Be Provided*****

Above pricing includes shipping cost but not installation.

Above prices are subject to change after 30 days.

Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

TERMS: Our terms are net 30 from date of shipment to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.

Signature	Title
Signature Printed	Date

WIL25BRS8CF.JLF



PROPOSAL / ORDER FORM

Box 7075
Westchester, IL 60154
708-579-9055
708-579-0109 (fax)
1-800-526-6197

Please Provide and/or Verify Bill To and Ship To address information when ordering.

May 1, 2025

BILL TO:

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

SHIP TO:

TBD

PROJECT NAME: Borse Park

CALL 24 HOURS PRIOR TO DELIVERY:

<u>QTY.</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
Custom Cantilever Hip				
6	CP043784	SkyWays Cantilever Hip 13'x25'x10'H 2 Columns + 1 HDPE Top / 13'x25'x10'H	\$ 23,490	\$ 140,940
1	CP025496	Engineering Services - SkyWays® Electronic Stamped Engineered Drawings Electronically Sealed Drawings (Per project, not per unit)		850
Custom Cantilever Hip Subtotal				
<hr/>				
Hypar Sail				
1	CP042519	SkyWays Hypar Sail 4 Columns + 1 HDPE Top / Approx. 676 Sq. Ft. / 0" Surfacing / Rapid Release Included / Max 105 MPH - 5 PSF		\$ 31,640
1	CP09999	Engineering Services - SkyWays® Electronic Stamped Engineered Drawings Electronically Sealed Drawings (Per project, not per unit)		850
Hypar Sail Subtotal				
<hr/>				
EQUIPMENT TOTAL				
CONTRACT DISCOUNT				
SHIPPING				
TOTAL				
<hr/>				

Above pricing includes shipping cost but not installation.

Above prices are subject to change after 30 days.

Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

TERMS: Our terms are net 30 from date of shipment to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.

Signature	Title
Signature Printed	Date

WIL25VIL9CF.JLF

PARKREATION, INC c/o ICON Shelters

27 East Palatine Road, Prospect Heights, IL 60070

March 12, 2025

Quotation Number: P031225G
Project Name: Village of Willowbrook – Borse Memorial
Quoted By: Paul Gozder 815-735-1497
Good Buy contract # 24-25-9B000 Addendum # 1

Village of Willowbrook
835 Midway Dr.
Willowbrook, IL 60527
630-323-8125

<u>QTY.</u>	<u>Product #</u>	<u>Description</u>	<u>All pricing is valid for 30 days</u>	<u>Unit Price</u>	<u>Total Price</u>
01	EA20x1-9.83	Entry Arch width 20' with 9.83' eave height by ICON Shelters Steel (2) square stepped columns 6" buried (2) Laser cut Banner on both sides to read " WILLOWBROOK " (Font: Bell MT) Solid Steel Panel in the center E-coat / powder coat color / final gloss finish. anchor bolts and necessary hardware included. Electric cuts outs – not required Total Material cost GoodBuy co-op discount Sub-total Illinois stamped engineered drawings Shipping to Willowbrook, IL Total			
				\$ 35,790.00	\$ 35,790.00
				\$ -3,579.00	\$ -3,579.00
				\$ 32,211.00	\$ 32,211.00
				\$ 250.00	\$ 250.00
				<u>\$ 1,300.00</u>	<u>\$ 1,300.00</u>
				\$ 33,761.00	\$ 33,761.00

Color selections from ICON standard color offerings
Off loading the truck / installation is not included

Terms:

1. "I/We understand that all accounts are payable to Parkreation, Inc. according to the terms of their invoice, and if not paid on or before said date, are then delinquent. I/We agree to pay any and all service charges added each month to past due invoices. Terms are Net 30 days upon delivery with approved credit. All charges are due and payable in full at Parkreation, Inc., 27 E. Palatine Rd., Prospect Heights, IL 60070 unless notified in writing to the contrary. To the extent the terms and conditions of any purchase order/contract and/or any purchase order/contract confirmations are inconsistent with the terms and conditions of this signed quote, the terms and conditions of this signed quote shall prevail.
2. All pricing is valid for 30 days from the date above.
3. The above pricing (if more than one item) is based upon a package purchase. Any adjustments may be subject to a price revision.
4. Customer is responsible for the off-loading of the equipment and an accurate inventory should be taken at the time and all missing or damaged parts should be noted to the Driver. You have 60 days to report any missing or damaged parts to your sales representative. Truck Driver will not unload equipment.
5. Nontaxable entities are required to provide copy of tax exempt certificate or be taxed upon invoice.
6. Installation not included unless specifically quoted

Date _____ Purchaser's Signature _____ Purchaser's Title _____

Ship to address _____



Purchase Order

DATE	2/20/2025
P.O. NO	

Bill To
Dustin Kleefisch Village of Willowbrook 835 Midway Drive Willowbrook, IL 60527 630-920-2429

Ship To
Borse Park 208 Midway Drive Willowbrook, IL 60527

ORDER #	REP	TERMS	CUSTOMER PO #

QTY	ITEM #	DESCRIPTION	AMOUNT
		Proposal# 129-187653-3	\$ 167,325.00
		Freight	\$ 3,900.00
		Provide copy of tax exempt certificate	
TOTAL			\$ 171,225.00

Accepted Approved Quotation, Terms and Conditions.

Signature: _____ Date: _____

**ISSUED TO**

General Contractor
Estimating Department
United States of America

PROJECT QUOTE

Quote Nbr. PQ001537
Order Date 4/2/2025
Valid Until
Sales Person Brian Nied
Customer ID General Contractor

Payment Terms**Service Location: Primary Location****Re: Borse Memorial Park BA-2518**

NO.	ITEM	AMOUNT
1	BA-2518 Scoreboard w. Wireless Control	3,700.00
2	Border Striping	150.00
3	MX-1 Mobile Scoring Device WITH Enclosure	1,550.00
4	Shipping	800.00
5	Installation Installation Labor will be done with prevailing wage rates.	11,800.00

QUALIFICATIONS

1. Standard scoreboard color is black with white captions. Custom colors on both the scoreboard and captions available at no additional cost.
2. Installation includes the following:
 - A. Fabricating and painting two (2) I-beams ,and paint black per scoreboard.
 - B. Augur holes for concrete footings, set steel and pour concrete.
 - C. Receive and unload scoreboard and ad panel.
 - D. Mount new scoreboard and logo panels to structure.
 - E. Furnish,install and program wireless receiver and transmitter for scoreboard.
 - F. Terminate power into scoreboard (NOT INCLUDING ELECTRICAL POWER FEED TO SCOREBOARD).

NOTE: Electrical Feed must be brought to base of Ibeam. We will connect from there and provide a disconnect.

G. Testing, demonstration and operator training at time of installation.

3. Daktronics Display Warranties:

All Daktronics scoreboard's, 5 year, 100% warrant parts and bench labor

4. Above pricing is valid for 30 days.

5. Terms: Net ten (10) days as billed with a purchase order.

6. A 50% restocking charge applies to all canceled or returned orders.

7. This proposal is based on Sievert Electric having clear open access for all necessary equipment (crane truck,etc..) to the scoreboard

location. While Sievert will perform installation with the utmost care Sievert does not accept responsibility for repair or replacement of any damage to the lawn/grass/turf due to scoreboard installation.

8. All permits or fees will be paid for by the owner.

Initials:

Quote Total (USD)	18,000.00
Less Discount (USD)	540.00
Tax Total (USD)	0.00
Total (USD)	17,460.00

**ISSUED TO**

General Contractor
Estimating Department
United States of America

PROJECT QUOTE

Quote Nbr.	PQ001537
Order Date	4/2/2025
Valid Until	
Sales Person	Brian Nied
Customer ID	General Contractor

Payment Terms

Service Location: Primary Location

Re: Borse Memorial Park BA-2518

TERMS & CONDITIONS

1. Applicant agrees to comply with all terms and conditions of credit established by Sievert Electric Service & Sales Company and its subsidiaries ("Creditor") set forth herein. Creditor may amend the terms and conditions of credit by written notice at any time.
2. Applicant agrees to pay Creditor all fees, costs, and expenses, including but not limited to, attorney fees, expert witness fees, and deposition expenses, incurred by Creditor to collect all amounts due from Applicant to Creditor.
3. No credit will be allowed for goods returned without prior consent. Factory acceptance and terms will govern amount of credit on non-stock material.
4. Applicant agrees to pay Creditor any service charge(s) incurred for all returned checks.
5. Applicant agrees to notify the Credit Department by certified mail of any change in ownership and agrees to continue to be liable for all purchases after said change should the undersigned fail to comply with said notification.
6. Applicant agrees if any portion of a balance owed to Creditor shall become delinquent, at the sole discretion of Creditor, all invoices on the account may become immediately due and payable without notice.
7. Applicant understands and agrees that the granting of any credit hereunder and the amount or the term of such credit is the sole and exclusive decision of Creditor.
8. To avoid being charged sales tax, a bona fide copy of Applicants resale or exemption certificate must accompany credit application.
9. Applicant authorizes Creditor to contact bank and business references provided and to investigate Applicants credit history, including allowing creditor to request credit bureau reports regarding Applicant.
10. Creditor reserves the right to charge a service fee of 18% per annum or the maximum allowed by law, on all balances that become delinquent.
11. Applicant agrees to accept and honor for payment electronic reproductions of all invoices and authorizing signatures of Applicants employees thereon.
12. Applicant certifies that all goods to be purchased by it from Creditor are not primarily for personal, family or household use.
13. Applicant agrees that the law of Illinois is applicable to all transactions, sales and disputes between Applicant and Creditor.
14. Applicant agrees that any action commenced by Creditor against it, including but not limited to any action to collect any amounts due to creditor, may be brought in any court of competent jurisdiction in the State of Illinois, and consents to the jurisdiction of said courts.
15. Applicants signature attests financial responsibility, ability and willingness to pay our invoices in accordance with the credit terms set forth herein.
16. The undersigned hereby certifies that all information contained herein is true and correct.
17. This account will be considered in default if payment in full has not been received by Creditor within thirty (30) days of invoice date.
18. This account relationship may be terminated by Creditor at any time for any reason upon written notice to you.
19. Applicant represents that all sales are for commercial purposes and not intended for retail or residential use.

Signature: _____

Typed Name & Title: _____ **Date:** _____

QUOTE



Account Name: Willowbrook Park District
 Project Name: 42312-Borse Park Splashpad
 Project ID: 42312
 Bill To Name: Willowbrook Park District
 Bill To Address:
 Contact Name: Dustin Kleefisch
 Phone: 630-920-2429
 Email: dkleefisch@willowbrooj.il.us

VOR	Product No.	Product Name	Description	QTY
1- Play Products				
0555	104602-304L	AQUA DOME N°1 (SW,PC)		1
7698	104560-304L	ASTRA No.2 (SW,PC)		1
0622	129863-304L	ACTIVATOR NO4 (SM, PC)		1
7249	106396-304L	CASCADE RIVER (SW,PC)		1
7257	127825-304L	SLIDENUK (PC)	Slide Color must be the same as Stair Color	1
3005	109921-304L	SPRAYLINK GEYSER (EM)		2
3058	108356-304L	SPRAYLINK CYLINDER (EM)		1
7259	133831-304L	SEA SILHOUETTE WHALE (SW, PC)		1
3064	108714-304L	SPRAYLINK QUAD N°3 (EM)		1
3006	109938-304L	SPRAYLINK BLOOM (EM)		1
3000	108168-304L	SPRAYLINK JET N°1 (EM)		4
3002	109903-304L	SPRAYLINK ARCH (EM)		6
0220	102260-304L	TUBE NO1 (SW,PC)		2
2- Water Management System and Controls				
	2- Water Distribution System 'WDS'			
		WDS WCC 2.0 BFP PR 16V 2X2" FT MaestroPro 120V BLV	WCC 2.0 Wall Mounted Flow Through Configuration Inlet: 2 x 2" Supply Lines Outlet: 16 x 1" Line with Solenoid and Ball Valve Controller: Maestropro 24/12-O/I 120VAC/60Hz LTE Cell Module: AT&T Includes: 2 x 2" Backflow Preventer Includes: 2 x 2" Pressure Regulator	1
	4- Drains			
1004	103080-304L	PLAYSAFE DRAIN N°4 (EM,PC)	PLAYSAFE DRAIN N°4 (EM,PC)	2
5- Discount				
	12010	Buying Group - Products	NPP	1

QUOTE



7- Installation Kits			
	101143-304L	INSTALLATION KIT #SAFESWAP NO1	4
	103543-304L	INSTALLATION KIT #SAFESWAP NO2	4
	103553-304	INSTALLATION KIT # 3 5/8" X 6"MECH ANCHORS	2
	110184	SPRAYLINK BOX AND TRAY FOR SHIPPING	8
	116924-304L	INSTALLATION KIT FOR CASCADE RIVER	1
	133844-304L	INSTALLATION JIG FOR WHALE	1
	102313	TOOL KIT #0 :	1
	102314	TOOL KIT #1 :SECURITY BITS (ALL)	1
	100306	TOOL KIT #17 :SECURITY BITS (POOL PLAY)	1
	110258	TOOL KIT #129: SPRAYLINK SECURITY KEY	1
	100307	TOOL KIT #2 :NOZZLE TOOL	1
	100308	TOOL KIT #28:RIV-VOZZLE TOOL	1
8- Parts			
	106887	LANDING MAT (GLUED) 36" X 76" _ASSEMBLY	1
9- Transport			
19030	19030	Freight Fee	1
19030	19030	Freight Fee	1
18020	18020	Packaging Fee	1

Total Summary

Customer Signature:

Products: 118,882.80
 Discount: (5,821.14)
 Transport: 5,317.00
 Subtotal: 118,378.66
 Total: 118,378.66
 Currency: US Dollar
 Incoterm:

Enquire about our cooperative purchasing programs.
Thank you for doing business with us!
Pricing is valid for a period of 45 days.

Terms & Conditions

Products Payment Terms: Product \$100K-\$250K: 30% deposit at PO, 50% @Ship, 20% Net 45

Freight Charges

Please note: freight charge is an estimate and is subject to change without notice. Vortex reserves the right to adjust the freight charge quoted above. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply.

Purchase Contract Terms & Conditions of Sales

The following terms and conditions (the "Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract") between yourself (the "Customer", and Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

Payment Terms

Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (with all applicable taxes, the 'Purchase Price') shall be on the following terms: 100% of the Purchase Price to be paid prior to Vortex commencing production on the Customer's order. Any overdue balances are subject to interest charges of 1.5% per month.

Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Vortex through performance of the Purchase Contract will be the Customer's responsibility. Without limiting the generality foregoing, applicable taxes will be applied to all taxable goods and services included in the Purchase Contract as amended from time to time. Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase.

Vortex maintains a no return policy and asks all Customers to determine feature and color selection carefully. If a Customer cancels an order after production has commenced, Vortex reserves the right to charge (and the Customer agrees to pay) a 40% re-stocking fee.

Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

Except where title to the products contained in the Customer's order is explicitly transferred by Vortex to the Customer and the Purchase Price is paid in full, title to and right to possession of such products shall remain with Vortex until the Purchase Price and all sums due or become due from the Customer are fully paid.

Should the goods comprising the Customer's order be connected to the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

Unless otherwise agreed, projects where Vortex is supplying goods without installation, the risk of loss of the goods shall pass to the Customer when the goods are delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, whichever event shall first occur. In the event of where Vortex is supplying and installing goods, risk of loss of the goods shall pass to the Customer upon completion of the project.

Lead Times & Logistics

Vortex' standard lead times are up to 3-4 weeks for embeds, up to 6-8 weeks for Play Products, up to 10 weeks for Water Recirculation Equipment, up to 16 weeks for Elevations and up to 16 weeks for Waterslides. The lead times areas contingent upon receipt of signed Purchase Contract, approved drawings, and all applicable color selections. Expected timing for order completion and shipment will be communicated to the Customer at the time the Purchase Contract is signed by the Customer and acknowledged by Vortex.

Vortex reserves the right to refuse a Customer's delivery date change request if a delivery date confirmation has been previously confirmed/communicated to the Customer. All fees related to the delivery will be the sole responsibility of the Customer and will be borne by them. Storage fees will be charged if the Customer is unable or unwilling to receive the product as per the dates communicated by Vortex. The storage fees are payable before release of the shipment.

All products will be packaged to mitigate damage during shipment. All shipments must be inspected upon delivery and any damage, errors or omissions must be reported to Vortex at support@vortex-intl.com and the transport company within 24 hours of receipt of goods. Vortex reserves the right to amend and modify the transportation costs based on the Customer's request.

Service & Support

Digital versions of operations and maintenance manuals will be provided at the later of either the delivery of the products or completion of the project installation. Vortex is not responsible for coordination the installation project unless otherwise specified in the Contract. The Customer is responsible for coordinating installation schedules with Vortex to ensure that the site is ready for Vortex' products and services. Vortex reserves the right to charge the Customer and the Customer agrees to pay for any additional time or idle time on site and all additional expenses incurred as a result of the site not being ready for the planned services.

Vortex reserves the right to cancel supervision, installation start-up and commissioning services if Vortex deems the site unsafe or not ready. The Customer is responsible for ensuring a safe working environment for any Vortex or contracted service technicians. Vortex reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

Exclusions

Unless otherwise specified, the following is excluded from Vortex' purchase agreement price and responsibility: project management, project coordination, loading and unloading, onsite storage, installation services, permits and permit fees, local, state and or health department codes and approvals, OHSA documentation, onsite electrical work, electrical connections, onsite plumbing work and plumbing connections, bonding payment, geotechnical survey work, excavation & removal of materials, concrete surfacing, slab design and concrete footings.

General Terms & Conditions

The Customer has reviewed local codes and standards and has accepted the design and product specifications, including custom-designed features by signing the Purchase Contract. For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted. Any design changes requested after signing the Purchase Contract will be subject to additional fees.

The Customer agrees to pay on demand all expenses reasonably incurred by Vortex in efforts to collect the amounts owing under the Purchase Contract. The Customer shall pay reasonable legal costs (fees and disbursements), including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for the Purchase Contract. In no event will the Vortex be liable for special, indirect, or consequential damages. The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.

Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. All modifications and alterations made to Vortex's products will automatically void and null all warranties. Vortex may refuse to accept any order for any reason without incurring any liability from the Customer. No Change to this Agreement will be enforceable unless the Customer has a signed a Vortex Change Order request.

Pricing is valid for a period of 45 days.

QUOTE



X

Name

Title