

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, AUGUST 11, 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. A MOTION TO APPROVE MERITORIOUS SERVICE AWARDS FOR SERGEANT JOSEPH LAVALLE, OFFICER RICHARD FOYTIK, AND OFFICER BEATA GRZYMKOWSKA (PASS)
5. VISITORS' BUSINESS – Public comment is limited to three (3) minutes per person
6. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (Approve)
  - b. Minutes – Board of Trustees Regular Meeting July 28, 2025 (APPROVE)
  - c. Minutes – Special Meeting of the Board of Trustees August 2, 2025 (APPROVE)
  - d. Warrants: \$376,940.49
  - e. RESOLUTION NO. \_\_\_\_\_ – A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF TWO (2) LATERAL POLICE CANDIDATES FOR THE RANK OF PATROL OFFICER (ADOPT)
  - f. ORDINANCE NO. \_\_\_\_\_ – AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN COMMITMENT, BUSINESS LOAN AGREEMENT, PROMISSORY NOTE, GOVERNMENTAL CERTIFICATE, AND OTHER AGREEMENTS WITH HINSDALE BANK & TRUST COMPANY, N.A. WITH RESPECT TO A \$5,200,000 SHORT-TERM GENERAL OBLIGATION LOAN FOR THE ACQUISITION OF 735 PLAINFIELD ROAD (PASS)

NEW BUSINESS

7. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING A FINAL PLAT OF EASEMENT FOR A 35-FOOT WIDE PUBLIC UTILITY EASEMENT ALONG WESTERN AVENUE AND 59TH STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)
8. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR PARKS PEDESTRIAN SAFETY REVIEW BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT A TOTAL COST NOT TO EXCEED \$40,000.00 (ADOPT)

PRIOR BUSINESS

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

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

15. ADJOURNMENT



# Village of **WILLOWBROOK**

**Police**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 4.**

**DATE: August 11, 2025**

**SUBJECT:**

A MOTION TO APPROVE MERITORIOUS SERVICE AWARDS FOR SERGEANT JOSEPH LAVALLE, OFFICER RICHARD FOYTIK, AND OFFICER BEATA GRZYMKOWSKA

### **STAFF REPORT**

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

### **PURPOSE AND ACTION REQUESTED**

Approval and presentations of meritorious service awards for Sergeant Joseph Lavalle, Officer Richard Foytik, and Officer Beata Grzymkowska.

### **BACKGROUND/SUMMARY**

#### Meritorious Service Awards

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

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



On June 30th, 2025, Deputy Chief Wodka nominated the named officers to receive a Meritorious Service Award with the following Letter of Recognition:

On behalf of our department and our entire community, we recognize your extraordinary efforts on Saturday, June 28th, 2025, when you responded to a child emergency involving an unresponsive 4-year-old, pulled from a swimming pool.

Your immediate life-saving actions, performed under incredible pressure, saved the life of a child. Because of your training, composure, and commitment, a young life was saved, and a family was spared unthinkable loss.

We often speak of bravery and duty, but your response put those words into action. You not only represent the very best of what a law enforcement officer should be, but you're the officer every family hopes will answer their call for help.

### **FINANCIAL IMPACT**

Each recipient of a Meritorious Service Award will receive a \$250 honorarium to be paid out of the Police Department's Budgeted line item for employee recognition (01-30-630-309).

### **RECOMMENDED ACTION:**

Approve the motion.



# Willowbrook Police Department

7760 Quincy Street  
Willowbrook, IL 60527-5594



Chief of Police

Lauren Kaspar

## LETTER OF RECOGNITION

June 30<sup>th</sup>, 2025

**SERGEANT JOSEPH LAVALLE   OFFICER RICHARD FOYTIK**

**OFFICER BEATA GRZYMKOWSKA**

On behalf of our department and our entire community, we recognize your extraordinary efforts on Saturday, June 28<sup>th</sup>, 2025, when you responded to a child emergency involving an unresponsive 4-year-old, pulled from a swimming pool.

Your immediate life-saving actions, performed under incredible pressure, saved the life of a child. Because of your training, composure, and commitment, a young life was saved, and a family was spared unthinkable loss.

We often speak of bravery and duty, but your response put those words into action. You not only represent the very best of what a law enforcement officer should be, but you're the officer every family hopes will answer their call for help.



#521

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**LAUREN KASPAR  
CHIEF OF POLICE**

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JULY 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, Umberto Davi, Michael Mistele, Gayle Neal and Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Chief Lauren Kaspar, Deputy Chief Ben Kadolph, Deputy Chief Gerard Wodka, Director of Public Works Rick Valent and Deputy Clerk Christine Mardegan.

ABSENT: Chief Financial Officer Lora Flori and Director of Parks and Recreation Dustin Kleefisch.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS.

None present and no written comments were received.

5. OFFICIAL APPOINTMENT TO RANK OF SERGEANT

a. David Walega

Clerk Boerwinkle had the honor of officiating the swearing in of the new Police Sergeant. Mayor Trilla congratulated Sergeant Walega and thanked him for his service and his family and friends for attending the meeting to witness the swearing-in ceremony.

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 July 14, 2025 (APPROVE)
- c. Warrants \$ 473,044.54

- d. ORDINANCE NO. 25-O-16 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AMENDING CHAPTER 3 ENTITLED "MISDEMEANORS" OF TITLE 5 ENTITLED "POLICE REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK (PASS)
- e. RESOLUTION NO. 25-R-36 -A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR CONSTRUCTION ENGINEERING SERVICES FOR THE 2025 MOTOR FUEL TAX/REBUILD ILLINOIS STREET REHABILITATION PROJECT BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT A TOTAL COST NOT TO EXCEED \$28,072.00 (ADOPT)
- f. RESOLUTION NO. 25-R-37 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING, AUTHORIZING AND RATIFYING A WORKERS' COMPENSATION SETTLEMENT CONTRACT BETWEEN CARL ANDERSON AND THE VILLAGE OF WILLOWBROOK (ADOPT)

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 Davi to approve the Omnibus Vote Agenda as presented.

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 7. ORDINANCE NO. 25-O-17- AN ORDINANCE GRANTING A CERTAIN VARIATION TO THE REAR YARD SETBACK FROM TITLE 9 OF THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE FOR THE PROPERTY LOCATED AT 62 79TH STREET, WILLOWBROOK, ILLINOIS (PASS)

Director Krol reported that the applicant and property owner submitted a building permit application for a major renovation and expansion of the existing residence. The proposed scope of work includes:

- A full interior renovation of the current home
- The addition of a second story to the main structure
- Construction of a new connecting room between the main house and the detached garage

This project represents a substantial enhancement to the property, altering both its interior layout and external footprint. The connecting room between the main house and the detached garage would reclassify the garage as part of the main structure, subjecting it to the more restrictive rear yard setback requirements of 30 feet. The applicant is

seeking a variance to Section 9-3-01(A) to reduce the required rear yard setback from 30 feet to 28 feet in the R-2 zoning district.

The Public Hearing was held on Wednesday, July 2, 2025, before the Plan Commission which voted unanimously by a vote of 5 to 0 (zero) in favor of recommending approval of the proposed variance as proposed.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to pass Ordinance 25-0-17 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 25-R-38 - A RESOLUTION AUTHORIZING THE PURCHASE OF UNTREATED BULK ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK FOR THE 2025/2026 WINTER SEASON (ADOPT)

Director Valent explained that the Illinois Department of Transportation (IDOT) allows the use of Motor Fuel Tax (MFT) funds to maintain road surfaces. To utilize these funds, the Village must agree to specific IDOT requirements and follow bidding procedures to be approved for the appropriation of funds.

As in years past, DuPage County conducted the bidding process on behalf of multiple municipalities following the requirements for MFT appropriation. DuPage County received two bids with the lowest price at \$70.79 per ton from Compass Minerals America. Staff estimates 300 tons will be needed for the 2025-2026 winter season at a total cost of \$21,237.00. This winter season's allotment is a 300-ton reduction from the previous year based in part on the 500 tons on hand in the Public Works salt dome.

Trustee Davi asked if the salt that we purchased last year would still be usable. Director Valent reassured Trustee Davi that it could be used.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adopt Resolution 25-R-38 as presented.

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

MOTION DECLARED CARRIED

9. ORDINANCE NO. 25-O-18 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, 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 \$245,059.63 (PASS)

Director Valent is seeking the purchase of 13 items of playground, park equipment, and sport equipment identified as owner-purchase items related to the Phase III Borse Park Renovation project for Borse Memorial Community Park for a total amount not to exceed \$245,059.63.

Village staff has identified opportunities to reduce costs through owner-purchased items contracts. These contracts offer cost savings and expedited procurement for long-lead-time equipment necessary for the project.

MOTION: Made by Trustee Astrella and seconded by Trustee Davi to pass Ordinance 25-0-18 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal provided an update on the Plan Commission meeting in Burr Ridge she attended on July 21, at 7:00 p.m. The topic was once again the C&H property development in Burr Ridge. Trustee Neal left after approximately 3-½ hours.

There were approximately 65 residents in attendance, most of whom spoke. The property owner and developer spoke as well. This is the fourth time the developer has come before the Plan Commission with their plans.

The primary concerns were related to traffic patterns on County Line Road, leading to an uneven distribution of traffic, increased truck traffic, and the environmental impact of the development. Some residents from Willowbrook also attended and are concerned regarding the effect on Plainfield Road and Waterford.

The Burr Ridge Plan Commission has requested a different set of plans to be brought forth at the next meeting on September 15.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

11. ATTORNEY'S REPORT

Attorney Durkin had no report but reminded the Board that there will be an executive session this evening.

12. CLERK'S REPORT Clerk

Boerwinkle had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halloran thanked Assistant Administrator Arteaga, Administrative Assistant Jody Wegrzynski, and Customer Service Agent Deanna Gregorich for the new website. It looks great.

He also reminded the Board that the last Neighborhood Nights will be held on Thursday, July 31<sup>st</sup> at 6:00 p.m. in Waterford Park. Upcoming in August will be Watermelons on Water on Friday, August 1<sup>st</sup> and National Night Out on Tuesday, August 5<sup>th</sup>.

14. MAYOR'S REPORT

Mayor Trilla had no report.

15. EXECUTIVE SESSION

Mayor Trilla stated there will be an Executive Session during tonight's meeting discussing the following:

5 ILCS 120/2(c)(5)- The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether particular parcel should be acquired.

16. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Ruffolo to adjourn the Regular Meeting and recess to closed session at the hour of 6:50 p.m.

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

MOTION DECLARED CARRIED

Meeting adjourned and recessed into Closed Session.

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2025.

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

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON SATURDAY, AUGUST 2, 2025 AT 2:00 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 2:00 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank Trilla, Village Clerk Gretchen Boerwinkle, Trustees Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Gregory Ruffolo, and Village Administrator Sean Halloran.

Present via Zoom: Trustee Mark Astrella

A QUORUM WAS DECLARED

MOTION: Motion made by Trustee Neal and seconded by Trustee Davi to allow Trustee Astrella to attend remotely.

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

MOTION DECLARED CARRIED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Administrator Halloran to lead everyone in saying the pledge of allegiance.

4. VISITORS' BUSINESS

None present.

5. RESOLUTION NO. 25-R-39 - A RESOLUTION AUTHORIZING THE EXECUTION OF AN ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT (735 Plainfield Road) (ADOPT)

Administrator Halloran indicated that staff is presenting a resolution to approve the purchase of the property at 725 Plainfield Road in Willowbrook. After a nine-year vacancy, staff recommends purchasing the property for \$5.1 million. Staff will present bank loan documentation to the Board at the next meeting. The 12-month, interest-only bridge loan has already been approved by the bank.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to pass Ordinance 25-R-39 as presented.

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

MOTION DECLARED CARRIED

6. RESOLUTION NO. 25-R-40 - A RESOLUTION AUTHORIZING THE EXECUTION  
OF A PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL SITE  
ASSESSMENTS (735 Plainfield Road) (ADOPT)

Administrator Halloran advised that a Phase I and Phase II environmental site assessment will be carried out for the new property. A contract has already been acquired from Tetra Tech, a company previously used by the Village in other capacities. Staff is recommending the approval of the contract to begin work next week.

Trustee Davi asked for the estimated cost and a clarification of the contingency fee. Administrator Halloran clarified that the 10% contingency would only be required if additional analysis was required and was included to avoid having to come back to the Board in this instance. There is a short 45-day window for completion of this project to avoid additional costs.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to pass Ordinance 25-R-40 as presented.

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

MOTION DECLARED CARRIED

7. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adjourn the Special Meeting of the Board of Trustees at the hour of 2:06 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

August 11, 2025.

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Frank A. Trilla, Mayor

Minutes transcribed by Administrative Assistant Jody Wegrzynski.

W A R R A N T S

August 11, 2025

GENERAL CORPORATE FUND	-----	\$ 134,089.06
WATER FUND	-----	\$ 31,429.55
CAPITAL PROJECT FUND	-----	\$ 211,421.88
TOTAL WARRANTS	-----	\$ 376,940.49

Lora Flori, Director of Finance

APPROVED:  
Frank A. Trilla, Mayor

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 08/11/2025 - 08/12/2025

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
<b>Fund: 01 GENERAL FUND</b>									
08/11/2025	APCHK	103903	287309143567 JULY'2 AT & T MOBILITY II LLC	PHONE - TELEPHONES		630-201	30		1,799.76
									1,799.76
08/11/2025	APCHK	103904	151478	B & E AUTO REPAIR & TOWMAINTENANCE - BUILDING		630-228	30		289.70
			151488	MAINTENANCE - BUILDING		630-228	30		71.88
			151470	MAINTENANCE - BUILDING		630-228	30		883.52
				CHECK APCHK 103904 TOTA					1,245.10
08/11/2025	APCHK	103905	44108	BESTWAY CHARTER TRANSPORACTIVE ADULT PROGRAM		590-517	20		945.00
08/11/2025	APCHK	103906	NO. 8	CHRIS JAKUBIAK	ACTIVE ADULT PROGRAM	590-517	20		945.00
									250.00
08/11/2025	APCHK	103907	7/30 FILE/CERT PLAT	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	810-303	40		250.00
									26.04
08/11/2025	APCHK	103909	001037550	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35		7,000.00
08/11/2025	APCHK	103910	0044518 AUG '25	COMCAST CABLE	INTERNET/WEBSITE HOSTING	715-225	35		350.40
									350.40
08/11/2025	APCHK	103911	7078905000 JUN/JUL2:COMED		ENERGY - STREET LIGHTS	745-207	35		196.66
			5166185000 JUN/JUL2:		MAINTENANCE - TRAFFIC SIGNALS	745-224	35		84.52
				CHECK APCHK 103911 TOTA					281.18
08/11/2025	APCHK	103912	6665	CONRAD POLYGRAPH INC	EXAMS - PHYSICAL	440-543	07		600.00
									600.00
08/11/2025	APCHK	103913	4055	FALCO'S LANDSCAPING INC	STREET IMPROVEMENTS	765-685	35		33,480.00
			4056		STREET IMPROVEMENTS	765-685	35		3,960.00
				CHECK APCHK 103913 TOTA					37,440.00
08/11/2025	APCHK	103914	7/18 WILLOW POND	FOX TOWN PLUMBING INC	MAINTENANCE - EQUIPMENT	570-411	20		5,442.80
08/11/2025	APCHK	103918	RFND COOKING CLASS	MARY WOLFRAM	COMMUNITY EVENTS	585-522	20		5,442.80
									30.00
08/11/2025	APCHK	103921	83824484139 JUL '25	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10		30.00
									16.96
									16.96
08/11/2025	APCHK	103922*#	22249	NJ RYAN TREE & LANDSCAP	TREE MAINTENANCE	750-338	35		21,810.00
			22250		TREE MAINTENANCE	750-338	35		17,860.00
			22251		TREE MAINTENANCE	750-338	35		19,190.00
				CHECK APCHK 103922 TOTA					58,860.00
08/11/2025	APCHK	103923	WLBRSU1125	ROCK 'N' KIDS, INC.	COMMUNITY EVENTS	585-522	20		72.00
08/11/2025	APCHK	103924	203739300 JUN/JUL'2:T-MOBILE		PHONE - TELEPHONES	455-201	20		72.00
									120.20
08/11/2025	APCHK	103925*#	TG 5 JULY 2025	TAMELING GRADING	MAINTENANCE - EQUIPMENT	570-411	20		1,580.00

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
<b>Fund: 01 GENERAL FUND</b>									
			TG 5 JULY 2025		STORM WATER IMPROVEMENTS MAIN 750-381	35			2,286.00
				CHECK APCHK 103925 TOTA					3,866.00
08/11/2025	APCHK	103926*	0208089-IN 0208427-IN 0208428-IN	TAMELING INDUSTRIES	STREET IMPROVEMENTS STREET IMPROVEMENTS STREET IMPROVEMENTS	765-685 765-685 765-685	35 35 35		113.40 62.10 186.30
				CHECK APCHK 103926 TOTA					361.80
08/11/2025	APCHK	103927	UPS2025-WIBK0730202. UNDERGROUND PIPE SOLUTI	STORM WATER IMPROVEMENTS MAIN 750-381	STORM WATER IMPROVEMENTS MAIN 750-381	35 35			7,500.00 7,256.25
				CHECK APCHK 103927 TOTA					14,756.25
08/11/2025	APCHK	103928	01005147	UNIFORMS DIRECT LLC	OPERATING EQUIPMENT	630-401	30		58.00 58.00
08/11/2025	APCHK	103929*	ORD5-013166 ORD5-013165	VESTIS GROUP, INC.	MAINTENANCE - BUILDING MAINTENANCE	630-228 725-410	30 35		76.71 96.86
				CHECK APCHK 103929 TOTA					173.57
08/11/2025	APCHK	103930	65420	WESTMONT SHELL	OPERATING EQUIPMENT	630-401	30		394.00 394.00
				Total for fund 01 GENERAL FUND					134,089.06

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
<b>Fund: 10 CAPITAL PROJECT FUND</b>									
08/11/2025	APCHK	103908*#	202205	CHRISTOPHER B. BURKE	STORMWATER MASTER PLAN	600-306	55		1,911.87
			202947		STORMWATER MASTER PLAN	600-306	55		14,793.00
				CHECK APCHK 103908 TOTA					16,704.87
08/11/2025	APCHK	103917	NO. 9 CREEKSIDE	LANDWORKS LTD	CREEKSIDE PARK IMPROVEMENTS	600-345	55		130,684.01
									130,684.01
08/11/2025	APCHK	103920	82377	MONROE TRUCK EQUIPMENT	PUBLIC WORKS VEHICLE	600-316	55		14,634.00
			82382		PUBLIC WORKS VEHICLE	600-316	55		16,799.00
				CHECK APCHK 103920 TOTA					31,433.00
08/11/2025	APCHK	103922*#	22248	NJ RYAN TREE & LANDSCAP	PROPERTY DEVELOPMENT	600-357	55		32,600.00
									32,600.00
				TOTAL - ALL FUNDS	Total for fund 10 CAPITAL PROJECT FUND				211,421.88
									376,940.49

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

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# Village of **WILLOWBROOK**

**Police**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 6.e.**

**DATE: August 11, 2025**

**SUBJECT:**

A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF TWO (2) LATERAL POLICE CANDIDATES FOR THE RANK OF PATROL OFFICER

### **STAFF REPORT**

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

#### **PURPOSE AND ACTION REQUESTED**

In September of 2020, the Village Board passed an ordinance allowing the Police Department to hire lateral candidates to fill vacancies in the rank of patrol officer. Title 5, Chapter 1, Section 5-1-14 specifies that a rotation of hiring lateral candidate and entry level candidates is to be utilized. A deviation from this rotation can be granted by the Village Board. Staff is proposing a resolution to allow deviation from the hiring rotation between lateral police officer candidates and entry level police officer candidates.

#### **BACKGROUND/SUMMARY**

The current composition of the Willowbrook Police Department as provided by Title 5, Chapter 1, Section 5-1-1 of the municipal code is as follows:

Chief of Police -1

Deputy Chief of Police -2

Sergeants – 4

Patrol Officers - in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total department composition not to exceed twenty-seven (27) members.

With the most recent resignation of Officer Strockis and the retirement of Sergeant Christine Robles, the total number of sworn officers is twenty-five (25) in the police department leaving two vacancies.

Over the past few years, recruitment and retention has become an increasingly difficult topic for law enforcement agencies all over the county. Staff have worked tirelessly to try and refine recruitment and retention procedures within the department to attract a more robust pool of applicants. Ultimately staff is seeing success in recruiting bigger candidate pools, however there are still hurdles in competing with other departments facing the same issues.

The department's current entry level list was established this past January and is still active, however staff has been unable to find a suitable entry level candidate. Since July of 2024, staff has worked tirelessly to screen numerous candidates with the last three failing out of the process. Since the deadlines for the September police



academies have passed, staff would like to deviate from the hiring process and fill the last remaining two vacancies with lateral hires. There are currently interested candidates on the lateral hire list and this deviation would give the department the best opportunity to reach full staffing in a timely manner.

### **FINANCIAL IMPACT**

None.

### **RECOMMENDED ACTION:**

Adopt the Resolution which will enable the Chief of Police to hire from the lateral hire candidate pool.

**RESOLUTION NO. 25-R-\_\_\_\_\_**

**A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE  
VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING  
ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF  
TWO (2) LATERAL POLICE CANDIDATES FOR THE RANK OF PATROL OFFICER**

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**WHEREAS**, Title 2, Chapter 4, Section 6 of the Village Code of Ordinances provides that the Board of Police Commissioners of the Village shall make original appointments in the Police Department upon written receipt of a written resolution to do so, duly adopted by a majority vote of the corporate authorities of the Village; and

**WHEREAS**, Title 5, Chapter 1, Section 5-1-14 authorizes lateral hiring of qualified police officers; and

**WHEREAS**, the Village Code provides that the original appointment of police officers shall be made on a rotating basis pursuant to Title 2, Chapter 4, Section 6 or Title 5, Chapter 1, Section 5-1-14 of the Village Code of Ordinances; and

**WHEREAS**, the provision of Section 5-1-14, notwithstanding the corporate authorities, are expressly authorized to deviate from the hiring rotation process and direct the Chief of Police of the Village to select qualified candidates from the lateral pool to be recommended for hire by the Village Administrator.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that a deviation from the “rotating hiring basis”, as provided in Title 5, Chapter 1, Section 5-1-14 of the Village Code of Ordinances, is hereby approved and the Chief of Police is hereby directed to select two (2) qualified candidates from the lateral pool of qualified candidates and shall further make a recommendation to the Village Administrator of the Village to extend conditional offers of employment to such candidates, all in

accord with the provisions of the Village Code of Ordinances.

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

PASSED and APPROVED this 11<sup>th</sup> day of August, 2025 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Gretchen Boerwinkle, Village Clerk



# Village of **WILLOWBROOK**

**Village Administrator's  
Office**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 6.f.**

**DATE:** August 11, 2025

**SUBJECT:**

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN COMMITMENT, BUSINESS LOAN AGREEMENT, PROMISSORY NOTE, GOVERNMENTAL CERTIFICATE, AND OTHER AGREEMENTS WITH HINSDALE BANK & TRUST COMPANY, N.A. WITH RESPECT TO A \$5,200,000 SHORT-TERM GENERAL OBLIGATION LOAN FOR THE ACQUISITION OF 735 PLAINFIELD ROAD

### **STAFF REPORT**

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

### **PURPOSE AND ACTION REQUESTED**

Staff recommends approval of a business loan for up to \$5,200,000 and authorization to acquire real estate located at 735 Plainfield Road, Willowbrook, IL. This loan will be facilitated through Hinsdale Bank & Trust Company, N.A.

### **BACKGROUND/DISCUSSION**

On August 2, 2025, the Village Board of Trustees approved the purchase and acquisition of the property at 735 Plainfield Road, Willowbrook, IL, for a total contract price of \$5,100,000. This purchase supports broader goals outlined in the Village's Comprehensive Plan by helping to maintain Willowbrook's commercial areas and sustain essential municipal revenues. It also aligns with the Village's longstanding practice of not levying a general property tax for municipal operations.

To finance this transaction, the Village secured a \$5,200,000 business loan from Hinsdale Bank & Trust Company, N.A. The loan is structured as a one-year variable rate facility (CME Term SOFR + 2.25%, with a 1.00% floor) and is intended to fully cover the real estate purchase price along with associated closing costs, fees, and all other necessary expenses related to the acquisition. This ensures the Village has sufficient funds for legal, title, environmental, and transactional obligations, minimizing the need for additional resources beyond the borrowed amount.

Loan terms require annual audited financial reporting, maintenance of the Village's primary depository relationship at the lender, compliance with insurance and financial covenants, and adherence to federal, state, and local regulations. The agreement also contains standard event of default provisions and allows for prepayment without penalty. Loan proceeds will be disbursed directly to the Village's designated account upon satisfaction of all lender requirements.



### **FINANCIAL IMPACT**

If approved, loan repayments will be scheduled to minimize impact on operational budgets. All repayments for this loan will be expenditure from the Village's Business District Fund, consistent with the fund's established purpose. Staff will return to the Village Board at a future meeting with a recommended budget amendment to formally allocate the necessary loan repayment amounts within the Business District Fund budget.

The acquisition and future development of 735 Plainfield Road are expected to support service delivery, enhance revenue streams, and sustain the Village's fiscal model.

### **RECOMMENDED ACTION:**

Staff recommends approval of the ordinance to authorize a short-term general obligation loan for the acquisition of the property at 735 Plainfield Road.

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

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN COMMITMENT,  
BUSINESS LOAN AGREEMENT, PROMISSORY NOTE, GOVERNMENTAL  
CERTIFICATE, AND OTHER AGREEMENTS WITH HINSDALE BANK & TRUST  
COMPANY, N.A. WITH RESPECT TO A \$5,200,000 SHORT-TERM GENERAL  
OBLIGATION LOAN FOR THE ACQUISITION OF 735 PLAINFIELD ROAD**

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

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

- A. The Village of Willowbrook (“*Village*”) is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. Pursuant to the provisions of Section 6(a) of Article VII of the Constitution of the State of Illinois, the Village has the power to incur debt payable from any lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.
- C. Pursuant to its powers and in accordance with the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.*, as amended (“**Business District Law**”), 65 ILCS 5/8-1-2.5, and Ordinance Nos. 16-O-30, 16-O-31, and 16-O-32, adopted July 16, 2016, and Ordinance Nos. 24-O-21 and 24-O-22, adopted August 26, 2024 (collectively, the “**Ordinances**”), the Village established and amended the Illinois Route 83 / Plainfield Road Business District (“**Business District**”), approved and amended a Business District plan (“**Business District Plan**”), and imposed an amended an additional retailers' occupation tax and service occupation tax (“**Business District Tax**”) therein. The Ordinances are incorporated herein by reference.
- D. Pursuant to and in accordance with the Village’s home rule authority, the Business District Law, the Ordinances, 65 ILCS 5/8-1-2.5, and 65 ILCS 5/8-1-3.1, the Corporate Authorities of the Village are empowered to raise, borrow, and expend funds in furtherance of the Business District Plan.
- E. Within the Business District is property commonly known as 735 Plainfield Road, Willowbrook, Illinois (“**Property**”).
- F. The Village desires to acquire the Property in furtherance of the Business District Plan and, pursuant to authority and agreements approved in Resolution No. 25-R-39, adopted August 2, 2025, the Village is the contract purchaser of the Property.

- G. The Village desires to obtain a loan with a term of one year in the principal amount of \$5,200,000 from Hinsdale Bank & Trust Company, N.A. (“**Bank**”) to fund the acquisition of the Property and related Business District activities on the terms and conditions in the Commitment attached to this Ordinance in **Exhibit A** and made a part hereof, as a general obligation of the Village secured by the full faith and credit of the Village (“**Loan**”).
- H. In order to obtain the Loan, the Village must execute the Commitment, the Business Loan Agreement, the Promissory Note, and the Governmental Certificate attached to this Ordinance in **Exhibit A**, along with other documents required by the Bank (collectively, the “**Loan Documents**”).
- I. As set forth in the Loan Documents, the Village (i) must pay interest on the Loan during its one-year term, (ii) must repay the entire principal amount of the Loan upon maturity, (iii) may prepay the principal amount of the Loan at any time without penalty, and (iv) must comply with other applicable provisions in the Loan Documents.
- J. The Village has determined that the acquisition of the Property with proceeds of the Loan, and use of the Loan for related Business District activities, is necessary for the government, welfare, and affairs of the Village, is for a proper public purpose, and is in the public interest.
- K. The Village has further determined that the acquisition of the Property with proceeds of the Loan, and use of the Loan for related Business District activities, will advance the Business District Plan, provide opportunities to increase the value of the Property and increase sales from the Property, thereby maintaining and increasing Business District Tax and sales tax revenues for the Village which assist, and will continue to assist, the Village in providing essential municipal services to members of the public.
- L. It is in the best interest of the Village to obtain the Loan, to ensure that redevelopment within the Business District continues.

**SECTION 2:** Based upon the foregoing, the Loan is approved and the Village is authorized to borrow funds upon the terms and conditions in the Loan Documents. The Mayor, Village Clerk, and Village Administrator be and are hereby authorized and directed to execute and deliver the Loan Documents, and in such other form as may be approved by the Mayor and the Village Administrator. The Mayor, the Village Clerk, and the Village Administrator are further authorized and directed to execute and deliver such other instruments, and take such actions, as may be necessary or convenient to undertake the Village’s obligations as set forth in the Loan Documents and to carry out and give effect to the purpose and intent of this Ordinance.

**SECTION 3:** Upon receipt of the Loan proceeds, the Village hereby represents, warrants and agrees that the obligation to make the payments of the principal installments of and the interest

on the Loan are a direct obligation of the Village, payable from available funds of the Village and such other sources of payment as are herein pledged or otherwise lawfully available. For the purpose of providing the funds necessary to pay the interest and the principal installments due on the Loan, the Village irrevocably agrees to budget and appropriate funds annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Loan. Appropriations received for the payment of the principal installments of and interest on the Loan shall be irrevocably pledged to and shall be used only for the purpose of paying the principal installments of and interest on the Loan.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**SECTION 5:** If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this ordinance.

**SECTION 6:** All ordinances, resolutions and orders, or parts thereof, including any provision of the Village of Willowbrook Village Code, in conflict herewith are, to the extent of such conflict, hereby superseded.

**ADOPTED** this \_\_\_\_ day of August, 2025, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this \_\_\_\_ day of August, 2025, by the Mayor of the Village of Willowbrook, and attested by the Village Clerk, on the same day.

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\_\_\_\_\_  
Mayor

**APPROVED and FILED** in my office this \_\_\_\_ day of August, 2025 and published in pamphlet form in the Village of Willowbrook, DuPage County, Illinois.

ATTEST:

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

**EXHIBIT A**  
**LOAN DOCUMENTS**

(attached)

# GOVERNMENTAL CERTIFICATE

**Entity:** Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

**Lender:** Hinsdale Bank & Trust Company, N.A.  
25 E. First Street  
Hinsdale, IL 60521

**WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:**

**THE ENTITY'S EXISTENCE.** The complete and correct name of the governmental entity is Village of Willowbrook ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Illinois. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 835 Midway Drive, Willowbrook, IL 60527. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

**CERTIFICATES ADOPTED.** At a meeting of the appropriate governing body of the Entity, duly called and held on \_\_\_\_\_, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

**OFFICIALS.** The following named persons and entities is an Officials of Village of Willowbrook:

<b>NAMES</b>	<b>TITLES</b>	<b>AUTHORIZED</b>	<b>ACTUAL SIGNATURES</b>
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**ACTIONS AUTHORIZED.** Any two (2) of the persons and entities listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, any two (2) of such persons and entities are authorized, empowered, and directed to do the following for and on behalf of the Entity:

**Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

**Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury and confessing judgment against the Entity, as the Officials may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

**ASSUMED BUSINESS NAMES.** The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None**.

**NOTICES TO LENDER.** The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

**CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES.** The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

**CONTINUING VALIDITY.** Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

**IN TESTIMONY WHEREOF,** we have hereunto set our hand and attest that the signatures set opposite the names listed above is their genuine signatures.

We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated August 6, 2025.

**CERTIFIED TO AND ATTESTED BY:**

By: \_\_\_\_\_  
Authorized Signer for Village of Willowbrook

By: \_\_\_\_\_  
Authorized Signer for Village of Willowbrook

NOTE: If the Officials signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

# BUSINESS LOAN AGREEMENT

**Borrower:** Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

**Lender:** Hinsdale Bank & Trust Company, N.A.  
25 E. First Street  
Hinsdale, IL 60521

THIS BUSINESS LOAN AGREEMENT dated August 6, 2025, is made and executed between Village of Willowbrook ("Borrower") and Hinsdale Bank & Trust Company, N.A. ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement. This Agreement shall apply to any and all present and future loans, loan advances, extension of credit, financial accommodations and other agreements and undertakings of every nature and kind that may be entered into by and between Borrower and Lender now and in the future.

**TERM.** This Agreement shall be effective as of August 6, 2025, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement. Advances under the Indebtedness, as well as directions for payment from Borrower's accounts, may be requested either orally or in writing by Borrower. Lender may, but need not require that all non-written requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person as described in the "Advance Authority" section below or (B) credited to any of Borrower's accounts with Lender.

**CONDITIONS PRECEDENT TO EACH ADVANCE.** Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

**Loan Documents.** Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

**Borrower's Authorization.** Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

**Payment of Fees and Expenses.** Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

**Representations and Warranties.** The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

**No Event of Default.** There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

**REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

**Organization.** Borrower is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 835 Midway Drive, Willowbrook, IL 60527. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

**Assumed Business Names.** Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None**.

**Authorization.** Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties. Borrower has the power and authority to enter into the Note and the Related Documents and to grant collateral as security for the Loan. Borrower has the further power and authority to own and to hold all of Borrower's assets and properties, and to carry on Borrower's business as presently conducted.

**Financial Information.** Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

**Legal Effect.** This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

**Properties.** Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

**Hazardous Substances.** Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no

## BUSINESS LOAN AGREEMENT (Continued)

Page 2

knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

**Litigation and Claims.** No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

**Taxes.** To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

**Lien Priority.** Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

**Binding Effect.** This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

**Commercial Purposes.** Borrower intends to use the Loan proceeds solely for business or commercially related purposes.

**Employee Benefit Plans.** Each employee benefit plan as to which Borrower may have any liability complies in all material respects with all applicable requirements of law and regulations, and (1) no Reportable Event nor Prohibited Transaction (as defined in ERISA) has occurred with respect to any such plan, (2) Borrower has not withdrawn from any such plan or initiated steps to do so, (3) no steps have been taken to terminate any such plan or to appoint a trustee to administer such a plan, and (4) there are no unfunded liabilities other than those previously disclosed to Lender in writing.

**Investment Company Act.** Borrower is not an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

**Public Utility Holding Company Act.** Borrower is not a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", within the meaning of the Public Utility Holding Company Act of 1935, as amended.

**Regulations T and U.** Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T and U of the Board of Governors of the Federal Reserve System).

**Information.** All information previously furnished or which is now being furnished by Borrower to Lender for the purposes of or in connection with this Agreement or any transaction contemplated by this Agreement is, and all information furnished by or on behalf of Borrower to Lender in the future will be, true and accurate in every material respect on the date as of which such information is dated or certified; and no such information is or will be incomplete by omitting to state any material fact the omission of which would cause the information to be misleading.

**Claims and Defenses.** There are no defenses or counterclaims, offsets or other adverse claims, demands or actions of any kind, personal or otherwise, that Borrower, any Grantor, or any Guarantor could assert with respect to the Note, Loan, this Agreement, or the Related Documents.

**AFFIRMATIVE COVENANTS.** Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

**Repayment.** Repay the Loan in accordance with its terms and the terms of this Agreement.

**Notices of Claims and Litigation.** Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

**Financial Records.** Maintain its books and records in accordance with GAAP, or an OCBOA acceptable to Lender, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

**Financial Statements.** Furnish Lender with the following:

**Annual Statements.** As soon as available, but in no event later than 180 days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, audited by a certified public accountant satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, or an OCBOA acceptable to Lender, applied on a consistent basis, and certified by Borrower as being true and correct.

**Additional Information.** Furnish such additional information and statements, as Lender may request from time to time.

## BUSINESS LOAN AGREEMENT (Continued)

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**Insurance.** Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

**Insurance Reports.** Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

**Other Agreements.** Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

**Loan Proceeds.** Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

**Taxes, Charges and Liens.** Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP or an OCBOA acceptable to Lender.

**Performance.** Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender, and in all other loan agreements now or in the future existing between Borrower and any other party. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

**Operations.** Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

**Environmental Studies.** Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

**Compliance with Governmental Requirements.** Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Beneficial Ownership Information.** Comply with all beneficial ownership information reporting requirements of the Corporate Transparency Act and its implementing regulations (collectively the CTA), if applicable to that Borrower. Any Borrower that is or becomes a reporting company as defined in the CTA, (1) has filed, or will file within required timeframes a complete and accurate report of its beneficial ownership information with the Financial Crimes Enforcement Network (FinCEN) as required by the CTA; (2) will update or correct its beneficial ownership information with FinCEN within required timeframes upon any change in its beneficial ownership information; (3) will provide Lender with a copy of its beneficial ownership information report filed with FinCEN upon request; (4) consents to allow Lender to obtain from FinCEN beneficial ownership information filed by Borrower; and (5) will notify Lender in writing of any change in its beneficial ownership information within 30 days of such change.

**Inspection.** Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

**Change of Location.** Immediately notify Lender in writing of any additions to or changes in the location of Borrower's businesses.

**Title to Assets and Property.** Maintain good and marketable title to all of Borrower's assets and properties.

**Notice of Default, Litigation and ERISA Matters.** Forthwith upon learning of the occurrence of any of the following, Borrower shall provide Lender with written notice thereof, describing the same and the steps being taken by Borrower with respect thereto: (1) the occurrence of any Event of Default, or (2) the institution of, or any adverse determination in, any litigation, arbitration proceeding or governmental proceeding, or (3) the occurrence of a Reportable Event under, or the institution of steps by Borrower to withdraw from, or the institution of any steps to terminate, any employee benefit plan as to which Borrower may have any liability.

**Other Information.** From time to time Borrower will provide Lender with such other information as Lender may reasonably request.

**Employee Benefit Plans.** So long as this Agreement remains in effect, Borrower will maintain each employee benefit plan as to which Borrower may have any liability, in compliance with all applicable requirements of law and regulations.

**Environmental Compliance and Reports.** Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons,

## BUSINESS LOAN AGREEMENT (Continued)

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lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

**Additional Assurances.** Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

**Deposit Relationship.** Lender shall be the primary depository institution while this Agreement is in effect. Borrower failure to comply with this condition will result in an Event of Default.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

**NEGATIVE COVENANTS.** Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

**Indebtedness and Liens.** (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including finance leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts receivable, except to Lender.

**Continuity of Operations.** (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge or restructure as a legal entity (whether by division or otherwise), consolidate with or acquire any other entity, change its name, convert to another type of entity or redomesticate, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

**Loans, Acquisitions and Guarantees.** (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

**Agreements.** Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

**CESSATION OF ADVANCES.** If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Borrower fails to make any payment when due under the Loan.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, or made by Guarantor, under this Agreement or the Related Documents in connection with the obtaining of the Loan evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or

## BUSINESS LOAN AGREEMENT (Continued)

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forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Execution; Attachment.** Any execution or attachment is levied against the Collateral, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

**Change in Zoning or Public Restriction.** Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Collateral such that the present or intended use of the Collateral, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

**Default Under Other Lien Documents.** A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Collateral.

**Judgment.** Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Borrower and the failure by Borrower to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Right to Cure.** If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**EFFECT OF AN EVENT OF DEFAULT.** If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

**ADDITIONAL DOCUMENTS.** Borrower shall provide Lender with the following additional documents:

**Governmental Authorization.** Borrower has provided or will provide Lender with a certified copy of Borrower's authorization documents reciting resolutions or ordinances authorizing Borrower's transactions with Lender and authorizing and designating one or more of Borrower's officials or agents to execute this Agreement, the Note, and to consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Borrower as provided in this Agreement.

**Opinion of Counsel.** When required by Lender, Borrower has provided or will provide Lender with an opinion of Borrower's counsel certifying to and that: (1) Borrower's Note, and this Agreement constitute valid and binding obligations on Borrower's part that are enforceable in accordance with their respective terms; (2) Borrower is validly existing and in good standing; (3) Borrower has authority to enter into this Agreement and to consummate the transactions contemplated under this Agreement; and (4) such other matters as may have been requested by Lender or by Lender's counsel.

**DOCUSIGN PROVISION.** Each of the parties hereto agrees that this agreement and all other related documents may be entered into by means of (i) a DocuSign® electronic signature or another electronic signature that Lender accepts or (ii) manual signature. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this agreement and/or all other related documents using an electronic signature, it is signing, adopting, and accepting this agreement and/or all other related documents and that signing this agreement and/or all other related documents using an electronic signature is the legal equivalent of having placed its handwritten signature on this agreement and/or all other related documents. The use of electronic signatures, records and transmissions (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**Borrower Information.** Borrower consents to the release of information on or about Borrower by Lender in accordance with any court order, law or regulation and in response to credit inquiries concerning Borrower.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Consent to Loan Participation.** Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more

## BUSINESS LOAN AGREEMENT (Continued)

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participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

**Non-Liability of Lender.** The relationship between Borrower and Lender created by this Agreement is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower. Borrower is exercising Borrower's own judgment with respect to Borrower's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Borrower of any matter with respect to Borrower's business. Lender and Borrower intend that Lender may reasonably rely on all information supplied by Borrower to Lender, together with all representations and warranties given by Borrower to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

**Notice of Lender's Breach.** Borrower must notify Lender in writing of any breach of this Agreement or the Related Documents by Lender and any other claim, cause of action or offset against Lender within thirty (30) days after the occurrence of such breach or after the accrual of such claim, cause of action or offset. Borrower waives any claim, cause of action or offset for which notice is not given in accordance with this paragraph. Lender is entitled to rely on any failure to give such notice.

**Indemnification of Lender.** Borrower agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including, without limitation, Lender's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender, its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Lender under this Agreement, as well as by: (1) the ownership, use, operation, construction, renovation, demolition, preservation, management, repair, condition, or maintenance of any part of the Collateral; (2) the exercise of any of Borrower's rights collaterally assigned and pledged to Lender hereunder; (3) any failure of Borrower to perform any of its obligations hereunder; and/or (4) any failure of Borrower to comply with the environmental and ERISA obligations, representations and warranties set forth herein. The foregoing indemnity provisions shall survive the cancellation of this Agreement as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Agreement following default hereunder. Borrower's indemnity obligations under this section shall not in any way be affected by the presence or absence of covering insurance, or by the amount of such insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under any insurance policy or policies affecting the Collateral and/or Borrower's business activities. Should any claim, action or proceeding be made or brought against Lender by reason of any event as to which Borrower's indemnification obligations apply, then, upon Lender's demand, Borrower, at its sole cost and expense, shall defend such claim, action or proceeding in Borrower's name, if necessary, by the attorneys for Borrower's insurance carrier (if such claim, action or proceeding is covered by insurance), or otherwise by such attorneys as Lender shall approve. Lender may also engage its own attorneys at its reasonable discretion to defend Borrower and to assist in its defense and Borrower agrees to pay the fees and disbursements of such attorneys.

**Counterparts.** This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Sole Discretion of Lender.** Whenever Lender's consent or approval is required under this Agreement, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

**Subsidiaries and Affiliates of Borrower.** To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

**Successors and Assigns.** All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

## BUSINESS LOAN AGREEMENT (Continued)

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shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

**Survival of Representations and Warranties.** Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

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

**Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

**Advance.** The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

**Agreement.** The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

**Borrower.** The word "Borrower" means Village of Willowbrook and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**ERISA.** The word "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and including all regulations and published interpretations of the act.

**Event of Default.** The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Agreement in the default section of this Agreement.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Grantor.** The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan, and, in each case, Borrower's successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means Hinsdale Bank & Trust Company, N.A., its successors and assigns.

**Loan.** The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time, and further including any and all subsequent amendments, additions, substitutions, renewals and refinancings of any of Borrower's Loans.

**Note.** The word "Note" means the Note dated August 6, 2025 and executed by Village of Willowbrook in the principal amount of \$5,200,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**OCBOA.** The term "OCBOA" means Other Comprehensive Basis of Accounting, as designated by Lender in writing as an acceptable alternative to GAAP.

**Permitted Liens.** The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen,

## BUSINESS LOAN AGREEMENT (Continued)

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mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

**Security Agreement.** The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

**Security Interest.** The words "Security Interest" mean, individually, collectively, and interchangeably, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

**BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED AUGUST 6, 2025.**

**BORROWER:**

VILLAGE OF WILLOWBROOK

By: \_\_\_\_\_  
Authorized Signer for Village of Willowbrook

By: \_\_\_\_\_  
Authorized Signer for Village of Willowbrook

**LENDER:**

HINSDALE BANK & TRUST COMPANY, N.A.

By: \_\_\_\_\_  
Authorized Signer

# PROMISSORY NOTE

**Borrower:** Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

**Lender:** Hinsdale Bank & Trust Company, N.A.  
25 E. First Street  
Hinsdale, IL 60521

**Principal Amount: \$5,200,000.00**

**Date of Note: August 6, 2025**

**PROMISE TO PAY.** Village of Willowbrook ("Borrower") promises to pay to Hinsdale Bank & Trust Company, N.A. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Million Two Hundred Thousand & 00/100 Dollars (\$5,200,000.00), together with interest on the unpaid principal balance from August 6, 2025, until paid in full.

**PAYMENT.** Borrower will pay this loan in one principal payment of \$5,200,000.00 plus interest on August 6, 2026. This payment due on August 6, 2026, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning September 6, 2025, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the CME Term SOFR Reference Rate that is administered by CME Benchmark Administration Limited (or any successor) (the "Index Administrator") for a period of one (1)-month ("Term SOFR") that appears on the applicable page of the CME Group website that sets forth CME Term SOFR Reference Rates (or that is distributed by such other service selected by the Lender from time to time that provides quotations of Term SOFR). Notwithstanding anything contained herein, in no event shall Term SOFR or any substitute index implemented in accordance with this Note be less than one percent (1.00%); provided if the index as defined would be less than one percent (1.00%), the index shall be deemed to be one percent (1.00%) (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each month (the "Reset Date"), and will be based on the Index in effect on the day (the "Rate Setting Date") that is two (2) Business Days preceding the date on which this loan is made or the Reset Date, as applicable (provided that, if as of 5:00 p.m. (New York time) on the applicable Rate Setting Date Term SOFR has not been published by the Index Administrator or is not available on the website of the Index Administrator or the applicable distributor of Term SOFR, then the rate used will be that published by the Index Administrator or by the applicable distributor for the first preceding Business Day for which Term SOFR was so published so long as such first preceding Business Day is not more than three Business Days prior to such Rate Setting Date). For purposes of this Note, the term "Business Day" means any day that is not a Saturday, Sunday or other day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities. Borrower understands that Lender may make loans based on other rates as well. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 2.250 percentage points over the Index (the "Margin"), rounded to the nearest 0.001 percent.

**CONFORMING CHANGES.** In connection with the use or administration of Term SOFR, Daily Simple SOFR and the Federal Funds Effective Rate (as applicable), the Lender will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any related document, any amendments implementing such Conforming Changes will become effective without any further action or consent of the Borrower or any party to any related document. The Lender will promptly notify the Borrower of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR, Daily Simple SOFR or the Federal Funds Effective Rate. "Conforming Changes" means, with respect to either the use or administration of Term SOFR, Daily Simple SOFR or the Federal Funds Effective Rate, any technical, administrative or operational changes (including changes to the definition of "Business Day," the addition of a concept of "interest period," the timing and frequency of determining rates and making payments of interest, the timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of the following paragraph entitled "INDEX DISRUPTION," and other technical, administrative or operational matters) that the Lender decides may be appropriate to reflect the adoption and implementation of such rate or to permit the use and administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of such rate exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Note and any other related document).

**INDEX DISRUPTION.** In the event that, for whatever reason, the Index is not provided by the Index Administrator or is not published on the Index Administrator's Website, or is not available to the Lender, the Lender may, by notice to the Borrower, replace the Index with the first alternative set forth below that can be determined by the Lender:

- (i) if Term SOFR for an interest period with a duration other than the period referenced in the Variable Interest Rate paragraph is available, and the Borrower elects (within a period of time designed by the Lender in such notice) to have the interest rate be determined by reference to such interest period, Term SOFR for such interest period plus the Margin,
- (ii) if quotations of SOFR are available to the Lender, Daily Simple SOFR plus the Margin, and
- (iii) the sum of (x) the Federal Funds Effective Rate, plus (y) the Spread Adjustment, plus (z) the Margin,

as the interest rate on this Note, beginning on the date specified in such notice (a "Benchmark Replacement Date") until such time as the Lender determines that the Index is again being provided and published and is available to the Lender. "Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), a rate per annum equal to the greater of: (a) SOFR for the day (such day, a "SOFR Determination Date") that is two U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website (provided that if as of 5:00 p.m. (New York City time) on the second U.S. Government Securities Business Day immediately following such SOFR Determination Date, the SOFR in respect of such SOFR Determination Date has not been published on the SOFR Administrator's Website, then the SOFR for such SOFR Determination Date will be the SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator's Website so long as such first preceding Business Day is not more than three Business Days prior to such SOFR Determination Date), and (b) zero. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower. "Federal Funds Effective Rate" means, for any day, the greater of (a) the rate set forth in the release of the Board of Governors of the Federal Reserve System entitled "H.15 Selected Interest Rates" (or any successor publication) for the preceding Business Day opposite the caption "Federal funds (effective)," and (b) zero. The effective date of any change in the Federal Funds Effective Rate shall for purposes hereof be the date such change is so secured overnight financing rate as administered by the SOFR Administrator. "SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate). "SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified

## PROMISSORY NOTE (Continued)

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as such by the SOFR Administrator from time to time. "Spread Adjustment" means an index adjustment or adjustments (which may be a positive or a negative value or zero) that has or have been determined by the Lender based on the median daily difference between (a) SOFR (including, if available to the Lender, modeled, pre-production estimates of SOFR), unless the interest rate on this Note was most recently determined by reference to Term SOFR, in which case Term SOFR, for a period (a "Comparison Period") equal to the shorter of (i) the five-year period ending on the applicable Benchmark Replacement Date, and (ii) the period commencing on the date that the Lender determines that quotations of SOFR (or such estimates or Term SOFR, as applicable) were first available to the Lender and ending on the applicable Benchmark Replacement Date, and (b) the Federal Funds Effective Rate for such Comparison Period.

**NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: **Hinsdale Bank & Trust Company, N.A., 25 E. First Street Hinsdale, IL 60521.**

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged **5.000%** of the unpaid portion of the regularly scheduled payment.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 6.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**PAYMENT AFTER DEFAULT.** If Borrower defaults upon this Note, upon such default and continuing until Lender elects to accelerate the Note, Lender may increase Borrower's regularly scheduled payment to include default interest, escrow, fees, and costs, which Borrower shall pay each month. Borrower shall continue to make such increased payments until Lender: i) expressly waives, and allows Borrower to cure, the default, or ii) accelerates the Note at which time Borrower shall immediately pay the full outstanding balance. Lender's acceptance of payments after a Default shall not constitute a waiver or cure of the Default without Lender's express written agreement.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**PROMISSORY NOTE**  
**(Continued)**

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**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Illinois.

**CONFESION OF JUDGMENT.** Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Hinsdale Bank & Trust Company, N.A. 25 E. First Street Hinsdale, IL 60521.

**DOCUSIGN PROVISION.** Each of the parties hereto agrees that this agreement and all other related documents may be entered into by means of (i) a DocuSign® electronic signature or another electronic signature that Lender accepts or (ii) manual signature. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this agreement and/or all other related documents using an electronic signature, it is signing, adopting, and accepting this agreement and/or all other related documents and that signing this agreement and/or all other related documents using an electronic signature is the legal equivalent of having placed its handwritten signature on this agreement and/or all other related documents. The use of electronic signatures, records and transmissions (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

**TRANSFERABLE RECORD.** Borrower expressly agrees that this Note is a "transferable record" as defined in applicable law relating to electronic transactions and that it may be created, authenticated, stored, transmitted and transferred in a manner consistent with and permitted by such applicable law.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

**VILLAGE OF WILLOWBROOK**

By: \_\_\_\_\_  
Authorized Signer for Village of Willowbrook

By: \_\_\_\_\_  
Authorized Signer for Village of Willowbrook

# DISBURSEMENT REQUEST AND AUTHORIZATION

**Borrower:** Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

**Lender:** Hinsdale Bank & Trust Company, N.A.  
25 E. First Street  
Hinsdale, IL 60521

**LOAN TYPE.** This is a Variable Rate Nondisclosable Loan to a Government Entity for \$5,200,000.00 due on August 6, 2026.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for:

Personal, Family, or Household Purposes or Personal Investment.  
 Business.

**SPECIFIC PURPOSE.** The specific purpose of this loan is: Finance Acquisition of Real Estate.

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$5,200,000.00 as follows:

Amount paid to Borrower directly:	\$5,200,000.00
\$5,200,000.00 Deposited to Account # tbd	

Note Principal:	\$5,200,000.00
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**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED AUGUST 6, 2025.

**BORROWER:**

VILLAGE OF WILLOWBROOK

By: \_\_\_\_\_  
Authorized Signer for Village of Willowbrook

By: \_\_\_\_\_  
Authorized Signer for Village of Willowbrook

## FACTS

WHAT DOES WINTRUST COMMUNITY BANKS  
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>● Social Security number and transaction history</li> <li>● account balances and payment history</li> <li>● credit history and credit scores</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wintrust Community Banks chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Wintrust Community Banks share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing	<ul style="list-style-type: none"> <li>● Call (844) 549-1755 – our menu will prompt you through your choice(s) <b>or</b></li> <li>● Visit us online: <a href="http://www.wintrust.com/privacy">www.wintrust.com/privacy</a> and complete the "Information Sharing Opt-Out Form"</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
Questions?	Call (844) 549-1755

## Who we are

Who is providing this notice?	Wintrust Community Banks (see other important information below)
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## What we do

How does Wintrust Community Banks protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Wintrust Community Banks collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>● open an account or make deposits or withdrawals from your account</li> <li>● pay your bills or apply for a loan</li> <li>● use your credit or debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

## Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>● Our affiliates include financial companies such as <b>Banks</b>: Barrington Bank &amp; Trust Company, N.A., Beverly Bank &amp; Trust Company, N.A., Crystal Lake Bank &amp; Trust Company, N.A., Hinsdale Bank &amp; Trust Company, N.A., Lake Forest Bank &amp; Trust Company, N.A., Libertyville Bank &amp; Trust Company, N.A., Macatawa Bank, N.A., Northbrook Bank &amp; Trust Company, N.A., Old Plank Trail Community Bank, N.A., Schaumburg Bank &amp; Trust Company, N.A., State Bank of the Lakes, N.A., St. Charles Bank &amp; Trust Company, N.A., Town Bank, N.A., Village Bank &amp; Trust, N.A., Wheaton Bank &amp; Trust Company, N.A., Wintrust Bank, N.A.. <b>Specialized Services</b>: FIRST Insurance Funding, a division of Lake Forest Bank &amp; Trust Company, N.A., FIRST Insurance Funding of Canada Inc., Tricom, Wintrust Agent Finance, a division of Lake Forest Bank &amp; Trust Company, N.A.; Wintrust Asset Finance, a subsidiary of Beverly Bank &amp; Trust Company, N.A., Wintrust Life Finance, a division of Lake Forest Bank &amp; Trust Company, N.A., Wintrust Specialty Finance, a division of Beverly Bank &amp; Trust Company, N.A. <b>Wealth Management</b>: Wintrust Wealth Management, consisting of Chicago Deferred Exchange Company, LLC, Great Lakes Advisors, LLC, Wintrust Investments, LLC and Wintrust Private Trust Company, N.A. <b>Mortgage</b>: Wintrust Mortgage, a division of Barrington Bank &amp; Trust Company, N.A.</li> </ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>● Wintrust Community Banks does not share with nonaffiliates so they can market to you.</li> </ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>● Our joint marketing partners include companies such as credit card companies.</li> </ul>

### Other important information

Wintrust Community Banks include the following charters: Barrington Bank & Trust Company, N.A.; Beverly Bank & Trust Company, N.A.; Crystal Lake Bank & Trust Company, N.A.; Hinsdale Bank & Trust Company, N.A.; Lake Forest Bank & Trust Company, N.A.; Libertyville Bank & Trust Company, N.A.; Macatawa Bank, N.A.; Northbrook Bank & Trust Company, N.A.; Old Plank Trail Community Bank, N.A.; Schaumburg Bank & Trust Company, N.A.; State Bank of The Lakes, N.A.; St. Charles Bank & Trust Company, N.A.; Town Bank, N.A.; Village Bank & Trust, N.A.; Wheaton Bank & Trust Company, N.A.; Wintrust Bank, N.A.

VT: We treat all consumers with a Vermont mailing address as if they have limited sharing with third parties as described on pg.1 of our privacy notice. We will not share information about your creditworthiness between our affiliates except with your consent.

CA: We will not share information we collect about you with companies outside of our affiliates, unless the law allows. We may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. Please see our CCPA notice for additional information.

NV: We are providing you this notice under state law. You may be placed on our internal do not call list by calling 844-549-1755 or completing the "Information Sharing Opt-Out Form" at [www.wintrust.com/privacy](http://www.wintrust.com/privacy). Nevada law requires we provide the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; phone: (702) 486-3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov).



# Village of **WILLOWBROOK**

**Community  
Development**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 7.**

**DATE: August 11, 2025**

**SUBJECT:**

A RESOLUTION APPROVING A FINAL PLAT OF EASEMENT FOR A 35-FOOT WIDE PUBLIC UTILITY EASEMENT ALONG WESTERN AVENUE AND 59TH STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

### **STAFF REPORT**

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Michael Krol, Director of Community Development  
**THROUGH:** Sean Halloran, Village Administrator

#### **PURPOSE AND ACTION REQUESTED**

The petitioner, Gail Fransen, owner of the property at 5905 Western Avenue, has requested approval of a Plat of Easement for the establishment of a 35-foot-wide public utility easement along the eastern edge of the Western Avenue right-of-way and northern edge along 59th Street. This easement will accommodate a sanitary sewer extension to serve the neighboring property at 5904 Western Avenue, which is located across the street, and is the subject of a future subdivision application.

The petitioner proposes the dedication of a non-exclusive public utility easement across the northwest corner of 5905 Western Avenue to enable the installation and maintenance of a sanitary sewer main extension. This sewer will run east-west through the property to connect to existing infrastructure that will eventually serve 5904 Western Avenue. The easement area totals 14,275 square feet (0.374 acres), as shown on the final plat prepared by Landmark Engineering.

This installation is necessary to support a future lot subdivision application for 5904 Western Avenue, which currently lacks a direct sanitary sewer connection. The chosen alignment is considered the most effective and least disruptive solution for long-term utility service and development feasibility.

No public hearing is required for a plat of easement and the Village's engineer, Christopher B. Burke Engineering, Ltd. (CBBEL), has recommended approval after a thorough review. If approved, the plat will be recorded at DuPage County before the sanitary sewer installation can be approved. The Illinois Environmental Protection Agency (IEPA) and the Flagg Creek Water Reclamation District (FCWRD) have approved the sanitary sewer installation project.

#### **BACKGROUND/SUMMARY**

The property at 5905 Western Avenue is a 1.38-acre parcel zoned R-2 Single-Family Residential. It is located at the southeast corner of 59th Street and Western Avenue and was originally platted as Lot 17 in Clarendon Hills Acre Estates Subdivision in 1923, recorded in DuPage County.

In recent months, the petitioner, along with representatives from the Village of Willowbrook, CBBEL and the FCWRD, have engaged in multiple meetings to evaluate various options for extending sanitary service to 5904



Western Avenue. Several routes and technical alternatives were considered, including direct connections and trenchless options, but were deemed infeasible or cost prohibitive.

After extensive coordination, the proposed easement through 5905 Western Avenue was determined to be the most practical and least impactful alternative. The alignment avoids excessive road cuts, complies with local utility corridor guidelines, and supports long-term planning goals. The easement plat was prepared by Landmark Engineering and reviewed for conformance with Village and district requirements.

### **FINANCIAL IMPACT**

There is no financial impact of this item since the Village already maintains the right-of-way along Western Avenue.

### **RECOMMENDED ACTION:**

Staff recommends approval of the Plat of Easement Resolution.



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

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

July 30, 2025

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Mike Krol

Subject: 5905 Western Ave. – Plat of Easement  
(CBBEL Project No. 900144.H253)

Dear Mike:

As requested, we have reviewed the Plat of Easement for the above property prepared by Landmark Engineering LLC and dated July 24, 2025. Our previous comments have been addressed and, in our opinion, the plat is now in general compliance with Village standards.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel L. Lynch".

Daniel L. Lynch, PE CFM  
Vice President, Head Municipal Engineering Department

**RESOLUTION NO. 25-R-\_\_\_\_\_**

**A RESOLUTION APPROVING A FINAL PLAT OF EASEMENT FOR  
A 35-FOOT WIDE PUBLIC UTILITY EASEMENT ALONG WESTERN AVENUE AND  
59TH STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

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**WHEREAS**, the corporate authorities of the Village of Willowbrook (the “Village”), deem it is in the best interest of the Village to accept a grant of easement for a 35-foot wide public utility easement along the eastern edge of the Western Avenue right-of-way and northern edge along 59th Street, located at 5905 Western Avenue, Willowbrook, Illinois, and legally described on that certain Plat of Easement prepared by Landmark Engineering, LLC, dated July 24, 2025, attached hereto and made a part hereof.

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

**SECTION ONE:** That the certain Plat of Easement, as prepared by Landmark Engineering, LLC, consisting of one (1) sheet, dated July 24, 2025, attached hereto and incorporated herein as Exhibit “A”, be and the same is hereby approved.

**SECTION TWO:** That the Mayor and Village Engineer are directed to execute said Plat on behalf of the Village of Willowbrook, and the Village Clerk is directed to attest to the signature of the Mayor.

**SECTION THREE:** That upon execution of the Plat of Easement by all required parties or entities, the Village Clerk is hereby directed to cause said Plat to be recorded at the Office of the DuPage County Recorder.

**SECTION FOUR:** That all resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

**SECTION FIVE:** That this Resolution shall be in full force and effect from and after its

adoption and approval, as provided by law.

**PASSED** and **APPROVED** this 11<sup>th</sup> day of August, 2025 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Gretchen Boerwinkle, Village Clerk

**EXHIBIT "A"**

**PLAT OF EASEMENT**

## PLAT OF EASEMENT

**EASEMENT LEGAL DESCRIPTION**

THE EAST 35.00 FEET OF THE WEST 68.00 FEET AND THE NORTH 35.00 FEET (EXCEPT THE EAST 68.00 FEET) OF LOT 17 IN CLARENCE HILLS ACRES, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 1923, AS DOCUMENT 163397, IN DUPAGE COUNTY, ILLINOIS.

EASEMENT AREA	16,275 SQ.FT.	0.374 AC	(more or less)
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DECODED PER DDC 2025-005679

THIS INSTRUMENT, NO. \_\_\_\_\_, WAS FILED FOR RECORD IN THE  
RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 20\_\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_.M.

PROJECT No. 22-09-029-ESMT-R2  
FALUS HILLS, ILLINOIS 60463-329  
Phone (708) 599-3737

LICENSE RENEWAL I.P.L.S. No. 2625 DATE: NOVEMBER 30, 2026

LICENCE RENEWAL DATE: NOVEMBER 30, 2026  
I.P.L.S. No. 2625

STATE OF ILLINOIS )  
COUNTY OF COOK )  
I, MARK H. LANDSTROM, ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2625, DO HEREBY CERTIFY THAT I  
HAVE SURVEYED THE ABOVE-DESCRIBED PROPERTY AND HAVE PREPARED THE HEREIN DRAWN PLAT OF  
EASEMENT, DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF, AND BEARINGS ARE BASED  
ON THE NAD83 ILLINOIS EAST STATE PLANE COORDINATE ZONE 201, AS UNDEFINED BY GPS.  
ALL OF THE PROPERTY INCLUDED HEREIN LIES WITHIN UNPLANNED ZONE X, AN AREA  
DETERMINED TO BE OUTSIDE THE 0.2 PERCENT ANNUAL CHANCE FLOOD PLAIN, AS DETERMINED BY  
THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FLOOD INSURANCE RATE MAP NO.  
104-302184, REVISED 1991.

ATTEST: \_\_\_\_\_ GRETCHEN BOERWINKLE, VILLAGE CLERK

WILLOWBROOK VILLAGE BOARD  
APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF WILLOWBROOK, DUPAGE  
COUNTY, ILLINOIS.

העומק והעמוק בזיהויו של ג'ון סטולמן

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\_\_\_\_\_  
GAIL M. FRANSEN, TRUSTEE  
UNDER TRUST AGREEMENT DATED  
MARCH 25, 2014, KNOWN AS 5905 FRANSEN TRUST  
5905 WESTERN AVENUE – WILLOWBROOK, IL 60527

THIS IS TO CERTIFY THAT THE 5905 FRANSEN TRUST IS THE OWNER OF THE LAND  
INTERESTED IN SAID LAND AND THAT SAID OWNERS CAUSED THE SAME PROPERTY TO BE  
SURVEYED FOR THE PURPOSES OF GRANTING A PUBLIC UTILITY EASEMENT AS INDICATED  
HEREON FOR THE USES AND PURPOSES THEREIN STATED AND DOES HEREBY  
ACKNOWLEDGE AND ACCEPT THE SAME UNDER THE STILE AND TITLE THEREIN INDICATED.

PROPERTY ADDRESS  
5905 WESTERN AVENUE  
WILLOWBROOK, IL 60521

EASEMENT | LEGAL DESCRIPTION

AFFECTS  
DUPage COUNTY  
PIN  
09-15-401-016

PARED FOR: GAIL FRANSEN  
SUBMITTED BY:

LANDMARK  
APPLIED & SUBMITTED BY.

---

**ENGINEERING LLC** —  
DESIGN FIRM REGISTRATION NO. 184-005577-0010

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7808 WEST 103RD STREET  
PALOS HILLS, ILLINOIS 60465-1529  
Phone (708) 599-3737  
PROJECT No. 22-09-029-ESMT-R2



# Village of **WILLOWBROOK**

**Public Works**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 8.**

**DATE: August 11, 2025**

**SUBJECT:**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR PARKS PEDESTRIAN SAFETY REVIEW BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT A TOTAL COST NOT TO EXCEED \$40,000.00

### **STAFF REPORT**

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

#### **PURPOSE AND ACTION REQUESTED**

Staff requests approval of an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional engineering services for a Parks Safety Pedestrian Review not to exceed the amount of \$40,000.

#### **BACKGROUND/SUMMARY**

Staff recognizes the need for a pedestrian safety review for four parks, Prairie Trail Park, Farmingdale Terrace Park, Waterford Park, and Willow Pond Park. We would like to quantify the number of pedestrians using these facilities, understand where the pedestrians are crossing, and gather recommendations on how to safely accommodate them on the existing roadway network. This can be achieved by setting up video cameras around these parks to capture pedestrian movements, review the video data, quantify the pedestrians, and track their crossing locations. The data is then reviewed followed by a report with recommendations for enhancing pedestrian access and safety at the four parks.

CBBEL has prepared a proposal to gather data and recommendations on pedestrian access, routing, and accommodations for the following four parks within the Village:

1. **Prairie Trail Park** (located near the intersection of Clarendon Hills Road and 59<sup>th</sup> Street) with focus on the Clarendon Hills Road and MacArthur Drive intersection.
2. **Farmingdale Terrace Park** (located near the intersection of Honey Locust Lane and Blackberry Lane) with focus on the Honey Locust Lane entrance and newly built parking lot.
3. **Waterford Park** (located near the intersection of Rodgers Drive and Somerset Road) with focus on the Rodgers Drive entrance.
4. **Willow Pond Park** (located near the intersection of Plainfield Road and Adams Street) with focus on determining where/how pedestrians crossing Adams Street from 68<sup>th</sup> Place and 69<sup>th</sup> Street access the park.



Professional engineering services includes the following four tasks:

**Task 1 – Traffic Data Collection:** Setting up cameras, reviewing the video stream, and developing pedestrian count data for each of the four locations. This will also include the gathering of existing pedestrian and bicycle crash data adjacent to the parks from the IDOT crash database.

**Task 2 – Field Visit:** CBBEL will conduct field visits to confirm existing pedestrian accommodations, roadside conditions, observe field conditions (such as vehicle speeding) and evaluate the existing pedestrian crossing sites.

**Task 3 – Technical Memorandum:** CBBEL will summarize the collected data for the park locations, develop a list of identified concerns, and recommend, as appropriate, pedestrian improvements to incorporate in future projects.

**Task 4 – Coordination and Meetings:** A meeting has been included in this task to present the technical memorandum findings and improvement alternatives. Time for exhibits and report revisions have been included in this task as well.

The estimated fees for each task described above are as follows:

<b>Task 1 – Traffic Data Collection</b>	\$21,000
<b>Task 2 – Field Visit</b>	\$4,000
<b>Task 3 – Technical Memorandum</b>	\$10,000
<b>Task 4 – Coordination and Meetings</b>	\$5,000
<b>Total</b>	\$40,000

## FINANCIAL IMPACT

Funds are available in the FY25/26 Budget for professional engineering services for the Pedestrian Safety Review in the amount of \$40,000.00.

## RECOMMENDED ACTION:

Staff is seeking approval of an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional engineering services for a Parks Safety Pedestrian Review not to exceed the amount of \$40,000.

**RESOLUTION NO. 25-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION  
OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL TERMS  
AND CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR  
PARKS PEDESTRIAN SAFETY REVIEW BETWEEN CHRISTOPHER B.  
BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT  
A TOTAL COST NOT TO EXCEED \$40,000.00**

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**WHEREAS**, the Corporate Authorities of the Village of Willowbrook (the “Village”) have determined that it is in the best interest of the Village to enter into a professional engineering services agreement with Christopher B. Burke Engineering, Ltd. (“CBBEL”) for professional engineering services and First Amendment to General Terms and Conditions related to data collection and pedestrian safety review at the parks for the Village of Willowbrook at a total cost not to exceed Forty Thousand and 00/100ths Dollars (\$40,000.00);

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

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

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

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

**SECTION 2:** That the certain Proposal and Agreement, including General Conditions and First Amendment to General Terms and Conditions, by and between the Village of Willowbrook and Christopher B. Burke Engineering, Ltd. for professional engineering services related to data collection and pedestrian safety review at Village parks on behalf of the Village,

be and is hereby approved and the Mayor and Village Clerk be and the same are hereby authorized to execute and attest, all on behalf of the Village of Willowbrook, that certain Professional Services Agreement, attached hereto as Exhibit "A" and made a part hereof, and General Conditions and First Amendment to General Conditions, attached hereto as Exhibit "B" and made a part hereof.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 11<sup>th</sup> day of August, 2025 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

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Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

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



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

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

July 15, 2025

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Mr. Rick Valent

Subject: Proposal for Professional Engineering Services  
Pedestrian Safety Review

Dear Mr. Valent:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services regarding data collection and pedestrian safety review at the following parks located in the Village of Willowbrook (Village): Prairie Trail Park, Farmingdale Terrace Park, Waterford Park, and Willow Pond Park. Included in this proposal is our Understanding of the Project, Scope of Services, and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

It is our understanding that the Village is seeking to gather data and recommendations on pedestrian access, routing, and accommodations for these four parks within the Village (in order of priority):

1. Prairie Trail Park (located near the intersection of Clarendon Hills Road and 59<sup>th</sup> Street) with focus on the Clarendon Hills Road and MacArthur Drive intersection.
2. Farmingdale Terrace Park (located near the intersection of Honey Locust Lane and Blackberry Lane) with focus on the Honey Locust Lane entrance and newly built parking lot.
3. Waterford Park (located near the intersection of Rodgers Drive and Somerset Road) with focus on the Rodgers Drive entrance.

4. Willow Pond Park (located near the intersection of Plainfield Road and Adams Street) with focus on determining where/how pedestrians crossing Adams Street from 68<sup>th</sup> Place and 69<sup>th</sup> Street access the park.

The Village would like to quantify the number of pedestrians using these facilities, understand where the pedestrians are crossing, and gather recommendations on how to safely accommodate them on the existing roadway network.

CBBEL proposes setting up video cameras around these parks to capture pedestrian movements, review the video data, quantify the pedestrians, and track their crossing locations. CBBEL will then review the data, conduct site visits, and develop a technical memorandum for each location summarizing the findings and recommendations for enhancing pedestrian access and safety at these four parks.

## **SCOPE OF SERVICES**

**Task 1 – Traffic Data Collection:** This task will include setting up cameras, reviewing the video stream, and developing pedestrian count data for each of the four locations. Quality Counts will be utilized for gathering vehicle counts and a preliminary pedestrian count. Spreadsheets will be developed showing the pedestrian count, time, and crossing location. Per the Village request, CBBEL will review 3 days' worth of video. CBBEL plans on collecting two mid-week days and a Saturday, unless directed otherwise. Time is also included to gather the existing pedestrian and bicycle crash data adjacent to the parks from the IDOT crash database.

**Task 2 – Field Visit:** Once the data has been collected and itemized, CBBEL will conduct field visits to confirm existing pedestrian accommodations, roadside conditions, observe field conditions (such as vehicle speeding) and evaluate the existing pedestrian crossing sites. CBBEL will measure the existing roadway width and use this information as a basis for proposed recommendations.

**Task 3 – Technical Memorandum:** CBBEL will summarize the collected data for the park locations, develop a list of identified concerns, and recommend, as appropriate, pedestrian improvements to incorporate in future projects. Concept geometry exhibits will be included in the report as well.

**Task 4 – Coordination and Meetings:** An additional meeting has been included in this task to present the technical memorandum findings and improvement alternatives to Village representatives. Time for meeting preparation, exhibits, and report revisions have been included in this task as well.

### **ESTIMATE OF FEE**

CBBEL estimates the following fees for each of the tasks described above:

Task 1 – Traffic Data Collection	\$	21,000
Task 2 – Field Visit	\$	4,000
Task 3 – Technical Memorandum	\$	10,000
Task 4 – Coordination and Meetings	\$	5,000
	<b>TOTAL</b>	<b>\$ 40,000</b>

The above estimated fee will be billed to the Village on a time and materials basis, not to exceed the aforementioned total. All work performed under this proposal will be in accordance with our previously submitted Master Agreement for Village Engineering Services. If this proposal meets your approval, please sign and return one copy of this proposal as an indication of acceptance and notice to proceed.

Sincerely,



Michael E. Kerr, PE  
President

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF WILLOWBROOK:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT “B”**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

**Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

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

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

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

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

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

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

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

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

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

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

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

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

**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  
ENGINEERING SERVICES FOR PARKS PEDESTRIAN SAFETY REVIEW**

That certain Agreement by and between CHRISTOPHER B. BURKE ENGINEERING, LTD. (the "Engineer") and the VILLAGE OF WILLOWBROOK, to provide professional engineering services to the Village of Willowbrook (the "Client"), related to data collection and pedestrian safety review at the Village parks, 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