

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, OCTOBER 27, 2025 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three (3) minutes per person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. [Minutes - Board of Trustees Regular Meeting October 13, 2025](#) (APPROVE)
 - c. [Warrants: \\$819,680.51](#)
 - d. [MOTION - MOTION TO APPROVE PAYMENT FOR EXPENSES RELATED TO THE ACTIVE ADULTS NASHVILLE EXTENDED TRAVEL TRIP](#) (PASS)

NEW BUSINESS

6. [LEGAL SERVICES](#)
 - a. [RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT AGREEMENT WITH ELROD FRIEDMAN LLP](#) (ADOPT)
 - b. [RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO APPROVE AND EXECUTE A LEGAL SERVICES AGREEMENT - STORINO, RAMELLO & DURKIN](#) (ADOPT)
 - c. [RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING AN AGREEMENT FOR LEGAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND CLARK BAIRD SMITH LLP](#) (ADOPT)

7. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING THE PROPERTY TAXES TO BE LEVIED FOR THE 2025 PROPERTY TAX LEVY (ADOPT)
8. ORDINANCE NO. _____ - AN ORDINANCE AMENDING SECTION 5-1-1 ENTITLED "CREATION AND COMPOSITION OF DEPARTMENT", OF CHAPTER 1, ENTITLED "POLICE DEPARTMENT", OF TITLE 5 ENTITLED "POLICE REGULATIONS", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS (PASS)

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)(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.

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

15. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, OCTOBER 13, 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 Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Director of Public Works Rick Valent, Chief Lauren Kaspar, and Deputy Clerk Christine Mardegan.

ABSENT: Chief Financial Officer Lora Flori, Deputy Chief Ben Kadolph, and Deputy Chief Gerard Wodka.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Mr. Arteaga to lead everyone in saying the Pledge of Allegiance.

4. OATH OF OFFICE - PATROL OFFICER JOSHUA PATTON

Clerk Boerwinkle administered the Oath of Office to Patrol Officer Joshua Patton

Chief Kaspar explained that Officer Patton is a lateral hire from the Orland Hills Police Department with over 6 years of full-time law enforcement experience, and several additional years in other law enforcement capacities.

5. VISITORS' BUSINESS

Caryn and Bobby Verduin shared with the Mayor and the Board that Bobby was asked to join the team from Beardstown, Illinois at the Special Olympics North America Softball Championship in Oklahoma City this past September. This was a major accomplishment for Bobby, and a dream come true. Bobby hit a grand slam, and the team ended up winning the championship, outscoring their opponents 137 to 40 runs. Mayor Trilla

and the Board thanked Bobby and his mother for coming to the meeting to share such wonderful news.

Resident Marcin Raksyk also attended the meeting and asked to speak. After the Board meeting on September 22 where he asked for another hearing for the citation he had received and was told to approach DuPage County, DuPage County sent him back to the Village. He is now requesting that the case be reopened as he has additional evidence to present. Attorney Durkin said he would be more than happy to discuss this matter with Mr. Raksyk after the meeting.

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 September 22, 2025 (APPROVE)
- c. Warrants of \$ 1,443,040.39
- d. PROCLAMATION - PROCLAIMING OCTOBER 2025 AS ARTS DUPAGE MONTH IN WILLOWBROOK (RECEIVE)
- e. RESOLUTION NO. 25-R-48 - A RESOLUTION CREATING SET HOURS FOR HALLOWEEN 2025 TRICK-OR-TREATING IN THE VILLAGE OF WILLOWBROOK (ADOPT)
- f. MOTION - A MOTION TO AMEND THE FY2025-2026 GENERAL FUND FOR THE FUNDING OF THE CONSTRUCTION AND CONSTRUCTION ENGINEERING OF THE 2025 ROAD MAINTENANCE PROGRAM (PASS)
- g. RESOLUTION NO. 25-R-49 - A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO THE PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC. FOR ENVIRONMENTAL SITE ASSESSMENTS (735 Plainfield Road) (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

7. RESOLUTION NO. 25-R-50- A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN MALLON AND ASSOCIATES, INC. AND THE VILLAGE OF WILLOWBROOK TO PROVIDE PROFESSIONAL DEVELOPMENT AND BROKERAGE SERVICES TO THE VILLAGE (ADOPT)

Administrator Halloran explained that the purpose of this resolution is to renew a 3-year agreement for professional economic development and brokerage services with Mallon and Associates, Inc., continuing the partnership that supports Willowbrook's retail recruitment and redevelopment efforts. Some of the key accomplishments of the past contract were:

- Binny's Redevelopment: Relocation and expansion in the former Bed Bath & Beyond space
- New Ace Hardware: Reuse of former Binny's site on Route 83, opening soon.
- 735 Plainfield Road: Active recruitment for the first new sales-tax use in over a decade

The next phase of the contract will include the implementation of a comprehensive recruitment of new retail and restaurant businesses, and advanced redevelopment of key commercial parcels.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adopt Resolution 25-R-50 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-51 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE WILLOWBROOK ECONOMIC DEVELOPMENT PARTNERSHIP (ADOPT)

Administrator Halloran explained the purpose of this resolution is to extend and update the partnership agreement with the Willowbrook Economic Development Partnership (WEDP) through October 25, 2028. The continued collaboration will focus on business retention, redevelopment, and recruitment efforts within the Village.

The WEDP was established in 2022 as a public-private initiative designed to enhance economic development in the Village. Since its inception, WEDP has successfully supported several major projects, including:

- **Binny's Beverage Depot** - Relocation and Expansion
- **Crave Cookies** - Recruitment
- **Willowbrook Ford/Kia** - Expansion
- **Ace Hardware** - New Store Opening
- **735 Plainfield Road** - Redevelopment

This First Amendment updates the funding schedule to extend through October 25, 2028. The next annual funding term is set at \$273,836 for October 26, 2025 through October 25, 2026, with future years to be determined by the Village Board on an annual basis

Funding for this continued partnership will be drawn from the remaining proceeds of the 2022 Bond issues, which were designated exclusively for economic development initiatives

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adopt Resolution 25-R-51 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION NO. 25-R-52 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN SB FRIEDMAN DEVELOPMENT ADVISORS, LLC AND THE VILLAGE OF WILLOWBROOK (ADOPT)

Administrator Halloran indicated that the resolution is for an agreement with SB Friedman Development Advisors to prepare the formal eligibility study for the 2025 amendment and expansion of the Route 83 and Plainfield Road Business District. This initiative builds on the 2024 Business District expansion and supports the Village's ongoing efforts to encourage sales tax-generating redevelopment. SB Friedman will conduct the formal eligibility analysis, refine the proposed district boundaries, and present findings during the required public hearing process.

Here are the key Outcomes:

- Establish updated Business District boundaries compliant with Illinois law.

- Support continued reinvestment and redevelopment along Route 83 and Plainfield Road.
- Strengthen recruitment efforts for new retail and restaurant tenants in alignment with the Village's Comprehensive Plan.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution 25-R-52 as presented.

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

MOTION DECLARED CARRIED

10.RESOLUTION NO. 25-R- 53 - A RESOLUTION APPROVING A PLAT OF VACATION FOR THE REDUCTION OF A STORM WATER DETENTION EASEMENT AT 6141 BENTLEY AVENUE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)

Director Krol explained that the applicant and property owner of the subject property has requested review and approval of a Plat of Vacation to reduce the stormwater detention easement by approximately 604 square feet. A building permit application was submitted for the construction of a patio and pergola addition behind the existing residence. During the plan review, it was noted that the proposed improvements encroach on the existing detention easement. Further review revealed that a portion of a previously permitted addition, constructed in 2001, was also built within the same detention easement.

The property owner has expressed interest in vacating a portion of the easement to accommodate the proposed patio and pergola and to reduce the easement area so that the existing house would no longer encroach within it. The proposed plat and revised site plan have been reviewed and approved by Christopher B. Burke Engineering Ltd. (CBBEL).

Trustee Neal asked if any other homes in this area were also constructed within the easement. Director Krol stated that would only be discovered during a plan review for renovation or new construction.

Mayor Trilla asked if this went to plan review. Director Krol said it went through a plan review but does not require the Plan Commission to approve it. Mayor Trilla asked Director Krol if he supports the vacation. Director Krol stated that he did.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Davi to adopt Resolution 25-R-53 as presented.

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

MOTION DECLARED CARRIED

11.RESOLUTION NO. 25-R-54 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO AN AGREEMENT WITH N.J. RYAN TREE & LANDSCAPE, LLC TO PROVIDE SNOW REMOVAL AND SALTING SERVICES (ICE CONTROL) FOR THE 2025/2026 WINTER SEASON IN THE VILLAGE OF WILLOWBROOK (ADOPT)

Director Valent explained that the Village entered a three-year contract with N.J. Ryan on October 24, 2022, which expired in April 2025. N.J. Ryan has served as the Village's snow removal contractor for the past eight (8) seasons.

Staff has been very pleased with the quality of service provided by N.J. Ryan, and they have consistently met performance expectations, responded promptly to call-ins, and demonstrated that they have the staffing and equipment necessary to meet the Village's needs.

Recent staffing changes within the Public Works Department have prompted an evaluation of these services, identifying a need for additional contractual assistance. To allow more time to properly assess the impact of this change, staff is requesting an extension of the expired contract. Continuing N.J. Ryan's services will allow the Village to maintain service quality while completing this evaluation. N.J. Ryan is not requesting a rate increase and has agreed to honor FY24/25 contract pricing for FY25/26.

Mayor Trilla asked if the department has considered having contractors handle the snow plowing and salting service in its entirety. Director Valent responded that for this season Village staff will be the initial responders to a snow or ice event.

Trustee Mistele asked if Ryan was the only snowplowing company used by the Village. Director Valent stated that they are currently the only provider under contract. The Village also reserves the right to call on two other contractors to assist N.J. Ryan if needed.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution 25-R-54 as presented.

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

MOTION DECLARED CARRIED

12.ORDINANCE NO. 25-O-25 - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND WATERLY, LLC FOR THE PURCHASE OF THE WATERLY CORE SOFTWARE (PASS)

Director Valent stated that Waterly is a specialized digital platform designed to replace traditional paper log sheets for water utility operations. It streamlines daily inspections, readings, and operational rounds, delivering real-time data and significant efficiency gains.

Operators enter readings in real time using a phone, tablet, or computer directly, eliminating the need for clipboards, manual data re-entry, or the risk of lost information.

Waterly is designed specifically for water systems, allowing staff to enter information by site and upload them securely to a cloud-based database. Each data entry is time-stamped and linked to the employee who entered it. The software includes alerts to identify potential issues that can be addressed promptly. Waterly is a comprehensive compliance and operations management tool. The software not only improves data management but also enhances accountability and supports the Village's commitment to protecting public health through proactive oversight.

Trustee Mistele asked for confirmation of the first-year cost of \$5448.00 and the ongoing annual fee. Director Valent indicated that yes, the first-year cost includes one-time fees which would not be paid in subsequent years.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance 25-O-25 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

13. TRUSTEE REPORTS

Trustee Neal wanted to thank the Public Works staff and the Village administration for their efforts during a recent water main break, which affected not only water service, but fire hydrants and electrical service in the area. Kudos to the staff, vendors and even the police department who responded after hours.

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.

14. ATTORNEY'S REPORT

Attorney Durkin had no report.

15. CLERK'S REPORT

Clerk Boerwinkle had no report.

16. ADMINISTRATOR'S REPORT

Administrator Halloran did not have a report but asked Director Kleefisch for his update. Director Kleefisch invited the Board to attend the Boo Bash at the Pond, to be held on Sunday, October 26, 2025, at Willow Pond from 4:00 p.m. to 7:00 p.m. Recreational Coordinator Rachel Buster has been working diligently on this event, which has generated significant interest. According to Facebook, 312 people have shown interest so far. The Pumpkin Flotilla will be the finale of the event.

17. MAYOR'S REPORT

Mayor Trilla had no report. He asked for an update on the completion date for the bridge over the creek. Director Valent replied that it was expected to be in place before Thanksgiving, within the next couple of weeks.

18. EXECUTIVE SESSION

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

19. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adjourn the Regular Meeting and recess to closed session at the hour of 7:03 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.

October 27, 2025

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

WARRANTS

October 27, 2025

GENERAL CORPORATE FUND	-----	\$	227,106.04
WATER FUND	-----	\$	66,204.76
CAPITAL PROJECT FUND	-----	\$	514,788.21
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	11,581.50
TOTAL WARRANTS	-----	\$	819,680.51

Amy Curtin, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 10/15/2025 - 10/29/2025

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
10/16/2025	APCHK	104267	HOLLAND REFUND	LAURA FEY	ACTIVE ADULT PROGRAM	590-517	20		1,125.00
									1,125.00
10/21/2025	APCHK	104268	OCT REPLENISHMENT	PETTY CASH OR CASH	ACTIVE ADULT PROGRAM	590-517	20		240.00
									240.00
10/21/2025	APCHK	104269	GETTING BETTER 10/9	WHITE PINES LODGE	ACTIVE ADULT PROGRAM	590-517	20		2,040.00
									2,040.00
10/21/2025	APCHK	104270	TM102225 (BALANCE)	JESSICA BRIELLE KAWALEK	ACTIVE ADULT PROGRAM	590-517	20		200.00
									200.00
10/27/2025	APCHK	104271	14395455	4IMPRINT INC	COMMUNITY EVENTS	585-522	20		1,484.35
									1,484.35
10/27/2025	APCHK	104272*#	12002	A&W TRAILER LLC	MAINTENANCE	725-410	35		43.75
									43.75
10/27/2025	APCHK	104273	3242381606	ADOBE SYSTEMS INC	EDP EQUIPMENT/SOFTWARE	555-212	20		194.31
									194.31
10/27/2025	APCHK	104274	22881	ARCO MECHANICAL EQUIPM	MAINTENANCE - BUILDING	630-228	30		590.00
									590.00
10/27/2025	APCHK	104275	26622	ARTISTIC ENGRAVING	OPERATING EQUIPMENT	630-401	30		105.50
									105.50
10/27/2025	APCHK	104277	287309265781 SEP'25	AT & T MOBILITY II LLC	TELEPHONES	710-201	35		239.47
			287309265781 SEP'25		INFORMATIONAL TECH SERVICES	715-308	35		268.65
				CHECK APCHK 104277 TOTA					508.12
10/27/2025	APCHK	104278	152103	B & E AUTO REPAIR & TOW	MAINTENANCE - BUILDING	630-228	30		353.60
									353.60
10/27/2025	APCHK	104280	44822	BESTWAY CHARTER TRANSP	ACTIVE ADULT PROGRAM	590-517	20		1,040.00
			44837		ACTIVE ADULT PROGRAM	590-517	20		845.00
			44908		ACTIVE ADULT PROGRAM	590-517	20		845.00
			44917		ACTIVE ADULT PROGRAM	590-517	20		750.00
				CHECK APCHK 104280 TOTA					3,480.00
10/27/2025	APCHK	104281	GATEWAY SRA REIMB.	BETH FISCHER	SPECIAL RECREATION ASSOC PROG	590-518	20		136.00
									136.00
10/27/2025	APCHK	104282	16082207	BILL KAY CHEVROLET	MAINTENANCE - BUILDING	630-228	30		205.00
									205.00
10/27/2025	APCHK	104283	385455	BROADWAY IN CHICAGO	ACTIVE ADULT PROGRAM	590-517	20		6,048.00
									6,048.00
10/27/2025	APCHK	104284*#	350700	BUTTREY RENTAL SERVICE,	MAINTENANCE - BUILDING	466-228	10		355.00
			351688		RED LIGHT - ADJUDICATOR	630-246	30		781.00
				CHECK APCHK 104284 TOTA					1,136.00
10/27/2025	APCHK	104285	32436	CALLAHAN PLUMBING & IRR	MAINTENANCE - EQUIPMENT	570-411	20		2,250.00
									2,250.00
10/27/2025	APCHK	104287*#	LE095449	CARROLL CONSTRUCTION SUST	ORM WATER IMPROVEMENTS MAIN	750-381	35		34.39
			LE095531		STREET IMPROVEMENTS	765-685	35		7.96

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
			LE095700		STREET IMPROVEMENTS	765-685	35		542.41
				CHECK APCHK 104287 TOTA					584.76
10/27/2025	APCHK	104288	3696	CASE LOTS, INC	MAINTENANCE - BUILDING	466-228	10		854.30
									854.30
10/27/2025	APCHK	104289#	AG3AM1H	CDW GOVERNMENT, INC.	CONSULTING SERVICES - IT	460-306	10		787.68
			AG3AM1H		INFORMATIONAL TECH SERVICES	555-308	20		787.68
			AG3AM1H		INFORMATIONAL TECH SERVICES	640-308	30		787.68
			AG3AM1H		INFORMATIONAL TECH SERVICES	715-308	35		787.68
			AG3AM1H		INFORMATIONAL TECH SERVICES	815-308	40		787.68
				CHECK APCHK 104289 TOTA					3,938.40
10/27/2025	APCHK	104290	205391	CHRISTOPHER B. BURKE	ENGINEERING SERVICES	820-262	40		1,488.00
			205392		ENGINEERING SERVICES	820-262	40		496.00
			205394		ENGINEERING SERVICES	820-262	40		253.28
			205395		ENGINEERING SERVICES	820-262	40		496.00
			205396		ENGINEERING SERVICES	820-262	40		497.32
			205397		ENGINEERING SERVICES	820-262	40		266.90
			205399		ENGINEERING SERVICES	820-262	40		254.60
			205419		ENGINEERING SERVICES	820-262	40		372.00
				CHECK APCHK 104290 TOTA					4,124.10
10/27/2025	APCHK	104291	1391303 - RINEHART	COLLETTE TRAVEL SERVICE	ACTIVE ADULT PROGRAM DEPOSITS	130-120	00		1,247.00
			1391303 - BENZ		ACTIVE ADULT PROGRAM DEPOSITS	130-120	00		1,247.00
			1391302 - KITZBERGE		ACTIVE ADULT PROGRAM DEPOSITS	130-120	00		1,247.00
			1391302 - KWIATEK		ACTIVE ADULT PROGRAM DEPOSITS	130-120	00		1,247.00
			1390615 - KLUKAS		ACTIVE ADULT PROGRAM DEPOSITS	130-120	00		1,247.00
			1390605 - MESSINGER		ACTIVE ADULT PROGRAM DEPOSITS	130-120	00		1,247.00
			1390774-ANTONOPOULO		ACTIVE ADULT PROGRAM DEPOSITS	130-120	00		698.00
				CHECK APCHK 104291 TOTA					8,180.00
10/27/2025	APCHK	104292#	6741324000 SEP'25	COMED	RED LIGHT - ADJUDICATOR	630-246	30		51.21
			7331017000 SEP'25		RED LIGHT - ADJUDICATOR	630-246	30		51.01
			9697828000 SEP'25		RED LIGHT - ADJUDICATOR	630-246	30		41.34
			5001177000 SEP'25		ENERGY - STREET LIGHTS	745-207	35		577.04
			3001964000 SEP'25		ENERGY - STREET LIGHTS	745-207	35		957.08
			4039244000 SEP'25		ENERGY - STREET LIGHTS	745-207	35		53.00
			1765415000 SEP'25		MAINTENANCE - TRAFFIC SIGNALS	745-224	35		76.68

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND				CHECK APCHK 104292 TOTA					1,807.36
10/27/2025	APCHK	104293*#	5550025123	COMMERCIAL TIRE SERVICE	MAINTENANCE	725-410	35		77.25
			5550025150		MAINTENANCE	725-410	35		360.00
				CHECK APCHK 104293 TOTA					437.25
10/27/2025	APCHK	104294	18617666	CONCENTRA HEALTH SERVIC	PERSONNEL RECRUITMENT	630-131	30		65.00
									65.00
10/27/2025	APCHK	104295#	12603A	DUPAGE MAYORS AND MGRS.	SCHOOLS/CONFERENCES/TRAVEL	410-304	05		150.00
			12603A		SCHOOLS/CONFERENCES/TRAVEL	630-304	30		225.00
				CHECK APCHK 104295 TOTA					375.00
10/27/2025	APCHK	104296*#	24854	ELROD FRIEDMAN LLP	FEES - VILLAGE ATTORNEY	470-239	10		272.00
									272.00
10/27/2025	APCHK	104298*#	4090	FALCO'S LANDSCAPING INC	MAINTENANCE - EQUIPMENT	570-411	20		4,500.00
			4092		MAINTENANCE - EQUIPMENT	570-411	20		1,900.00
			44091		STORM WATER IMPROVEMENTS	MAIN 750-381	35		1,550.00
			4101		STORM WATER IMPROVEMENTS	MAIN 750-381	35		2,800.00
			4100		STREET IMPROVEMENTS	765-685	35		3,375.00
				CHECK APCHK 104298 TOTA					14,125.00
10/27/2025	APCHK	104299*#	128798997	FLEETPRIDE TRUCK & TRAI	OPERATING SUPPLIES & EQUIPMEN	710-401	35		103.14
			128846153		MAINTENANCE	725-410	35		39.14
			129155043		MAINTENANCE	725-410	35		63.42
				CHECK APCHK 104299 TOTA					205.70
10/27/2025	APCHK	104300	TRAVEL REIM. CALEA	GREGORY RUFFOLO	SCHOOLS/CONFERENCES/TRAVEL	410-304	05		486.96
10/27/2025	APCHK	104302	16312	HIGH STAR TRAFFIC	MAINTENANCE - EQUIPMENT	570-411	20		486.96
									236.05
									236.05
10/27/2025	APCHK	104303	1868734	HINSDALE NURSERIES, INC	TREE MAINTENANCE	750-338	35		7,190.00
			1870645		TREE MAINTENANCE	750-338	35		4,083.00
				CHECK APCHK 104303 TOTA					11,273.00
10/27/2025	APCHK	104304*#	6034647	HOME DEPOT CREDIT SERV	MAINTENANCE - EQUIPMENT	570-411	20		281.24
			2021937		MAINTENANCE	725-410	35		429.70
				CHECK APCHK 104304 TOTA					710.94

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
10/27/2025	APCHK	104305	8160	HOUSEAL LAVIGNE ASSOCIAS	SPECIAL PROJECTS	810-305	40		661.25
10/27/2025	APCHK	104306	20996	IL ASSN. CHIEFS OF POLI	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		661.25 20.00
10/27/2025	APCHK	104309	REFUND F.RIVIERA	JANET LONG	ACTIVE ADULT PROGRAM DEPOSITS	130-120	00		20.00 1,247.00
10/27/2025	APCHK	104311	25-75730	KEVRON PRINTING & DESI	OFFICE/GENERAL PROGRAM SUPPLI	550-301	20		1,247.00 75.98
10/27/2025	APCHK	104312	24957-2	KRAMER TREE SPECIALISTS	BRUSH PICKUP	755-284	35		75.98 12,075.00
10/27/2025	APCHK	104314*#	22274	NJ RYAN TREE & LANDSCAP	MAINTENANCE - EQUIPMENT	570-411	20		4,900.00
			22264		TREE MAINTENANCE	750-338	35		4,950.00
			22271		TREE MAINTENANCE	750-338	35		3,700.00
			22272		TREE MAINTENANCE	750-338	35		4,400.00
			22273		TREE MAINTENANCE	750-338	35		5,750.00
			22275		TREE MAINTENANCE	750-338	35		8,400.00
			CHECK APCHK 104314 TOTA						32,100.00
10/27/2025	APCHK	104315#	1016695844	OCCUPATIONAL HEALTH CEN	PERSONNEL RECRUITMENT	455-131	10		291.00
			1016695844		PERSONNEL RECRUITMENT	630-131	30		216.00
			CHECK APCHK 104315 TOTA						507.00
10/27/2025	APCHK	104316#	56859	ODELSON MURPHEY FRAZIER	FEES - FIELD COURT ATTORNEY	630-241	30		213.75
			56859		LEGAL FEES	820-239	40		213.75
			CHECK APCHK 104316 TOTA						427.50
10/27/2025	APCHK	104317#	5578585	ORBIS SOLUTIONS	SCHOOLS/CONFERENCES/TRAVEL	455-304	10		280.00
			5578749		SCHOOLS/CONFERENCES/TRAVEL	455-304	10		280.00
			5578585		INFORMATIONAL TECH SERVICES	640-308	30		1,150.00
			5578720		INFORMATIONAL TECH SERVICES	715-308	35		30.00
			CHECK APCHK 104317 TOTA						1,740.00
10/27/2025	APCHK	104318	280493561	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	630-228	30		131.00
									131.00
10/27/2025	APCHK	104319	187958	P.F. PETTIBONE & CO.	PRINTING & PUBLISHING	630-302	30		20.00
			188140		PRINTING & PUBLISHING	630-302	30		20.00
			CHECK APCHK 104319 TOTA						40.00
10/27/2025	APCHK	104320	WHITE XMAS 11/19-BA	PARAMOUNT THEATRE	ACTIVE ADULT PROGRAM	590-517	20		1,053.00
10/27/2025	APCHK	104323	2437876	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30		1,053.00 401.68

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
10/27/2025	APCHK	104324	25MEC25	SEASPAR	SPECIAL RECREATION ASSOC PROG	590-518	20		401.68 44,317.50
10/27/2025	APCHK	104325	SN195-64998	SIGNS NOW	OFFICE SUPPLIES	610-301	25		44,317.50 43.90
10/27/2025	APCHK	104326*#	JUL & OCT'25	SPENCER KARIE	FINANCIAL SERVICES	620-252	25		43.90 900.00
10/27/2025	APCHK	104327	TG5 1416	TAMELING GRADING	MAINTENANCE - EQUIPMENT	570-411	20		900.00 11,217.25
10/27/2025	APCHK	104329	48260	THE BLUE LINE	EXAMS - PHYSICAL	440-543	07		11,217.25 645.00
10/27/2025	APCHK	104330	25-2205	THOMPSON ELEV. INSPECT.	ELEVATOR INSPECTION	830-117	40		645.00 43.00
10/27/2025	APCHK	104331	3008909807	TK ELEVATOR CORPORATION	MAINTENANCE - BUILDING	466-228	10		43.00 4,563.43
10/27/2025	APCHK	104332	198799709	ULINE	OFFICE SUPPLIES	455-301	10		4,563.43 1,033.13
10/27/2025	APCHK	104333*#	UPS2025-WIBK1017202	UNDERGROUND PIPE SOLUT	MAINTENANCE - EQUIPMENT	570-411	20		1,033.13 6,336.50
			UPS2025-WIBK1022202		MAINTENANCE - EQUIPMENT	570-411	20		2,400.00
			UPS2025-WIBK1023202		MAINTENANCE - EQUIPMENT	570-411	20		1,800.00
			UPS2025-WIBK0728202		STORM WATER IMPROVEMENTS	MAIN 750-381	35		7,500.00
			UPS2025-WIBK0815202		STORM WATER IMPROVEMENTS	MAIN 750-381	35		7,875.00
			UPS2025-WIBK1003202		STORM WATER IMPROVEMENTS	MAIN 750-381	35		4,100.00
			UPS2025-WIBK1004202		STORM WATER IMPROVEMENTS	MAIN 750-381	35		1,600.00
			UPS2025-WIBK1006202		STORM WATER IMPROVEMENTS	MAIN 750-381	35		4,400.00
			UPS2025-WIBK1010202		STORM WATER IMPROVEMENTS	MAIN 750-381	35		4,300.00
			UPS2025-WIBK1011202		STORM WATER IMPROVEMENTS	MAIN 750-381	35		3,900.00
				CHECK APCHK 104333 TOTA					44,211.50
10/27/2025	APCHK	104334	1006576	UNIFORMS DIRECT LLC	UNIFORMS	630-345	30		350.00
			O1006404		OPERATING EQUIPMENT	630-401	30		1,210.00
				CHECK APCHK 104334 TOTA					1,560.00
10/27/2025	APCHK	104336	100925	VACCHIANO MARIA E.	COMMUNITY EVENTS	585-522	20		120.00
10/27/2025	APCHK	104337	INV12260453	VONAGE BUSINESS INC.	PHONE - TELEPHONES	455-201	10		120.00 156.47
				Total for fund 01 GENERAL FUND					156.47 227,106.04

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Fund: 02 WATER FUND									
10/27/2025	APCHK	104272*#	12002	A&W TRAILER LLC	VEHICLE MAINTENANCE	401-350	50		43.75
10/27/2025	APCHK	104276	40957	ASSOCIATED TECHNICAL SELEAK SURVEYS		430-276	50		43.75 740.00
									740.00
10/27/2025	APCHK	104284*#	351062	BUTTREY RENTAL SERVICE, WATER DISTRIBUTION REPAIRS/MA		430-277	50		352.20
									352.20
10/27/2025	APCHK	104287*#	LE095530	CARROLL CONSTRUCTION SUSTREET IMPROVEMENTS SERVICES		430-281	50		318.92
			LE095895		STREET IMPROVEMENTS SERVICES	430-281	50		754.60
				CHECK APCHK 104287 TOTA					1,073.52
10/27/2025	APCHK	104293*#	5550025123	COMMERCIAL TIRE SERVICEVEHICLE MAINTENANCE		401-350	50		77.25
			5550025150		VEHICLE MAINTENANCE	401-350	50		360.00
				CHECK APCHK 104293 TOTA					437.25
10/27/2025	APCHK	104297	25-138018	ETP LABS INC	SAMPLING ANALYSIS	420-362	50		200.00
									200.00
10/27/2025	APCHK	104298*#	4096	FALCO'S LANDSCAPING INCWATER DISTRIBUTION REPAIRS/MA		430-277	50		2,250.00
			4097		WATER DISTRIBUTION REPAIRS/MA	430-277	50		4,750.00
			4098		WATER DISTRIBUTION REPAIRS/MA	430-277	50		1,680.00
			4099		WATER DISTRIBUTION REPAIRS/MA	430-277	50		1,425.00
			4102		WATER DISTRIBUTION REPAIRS/MA	430-277	50		2,450.00
			4103		WATER DISTRIBUTION REPAIRS/MA	430-277	50		4,950.00
			4093		SPOILS HAULING SERVICES	430-280	50		9,350.00
			4094		SPOILS HAULING SERVICES	430-280	50		7,150.00
			4095		SPOILS HAULING SERVICES	430-280	50		3,850.00
				CHECK APCHK 104298 TOTA					37,855.00
10/27/2025	APCHK	104299*#	128846153	FLEETPRIDE TRUCK & TRAIVEHICLE MAINTENANCE		401-350	50		39.15
			129155043		VEHICLE MAINTENANCE	401-350	50		63.41
				CHECK APCHK 104299 TOTA					102.56
10/27/2025	APCHK	104301	17848	H AND R CONSTRUCTION INWATER DISTRIBUTION REPAIRS/MA		430-277	50		6,600.00
			17851		WATER DISTRIBUTION REPAIRS/MA	430-277	50		4,500.00
			17852		WATER DISTRIBUTION REPAIRS/MA	430-277	50		4,650.00
				CHECK APCHK 104301 TOTA					15,750.00
10/27/2025	APCHK	104304*#	31161	HOME DEPOT CREDIT SERVIVEHICLE MAINTENANCE		401-350	50		33.82

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 02 WATER FUND									
10/27/2025	APCHK	104307	G123000007875	ILLINOIS TOLLWAY	VEHICLE MAINTENANCE	401-350	50		33.82 4.90
10/27/2025	APCHK	104308	S100042844.001	INDUSTRIAL ELECTRICAL MATERIAL & SUPPLIES - DISTRIB		430-476	50		4.90 15.36 15.36
10/27/2025	APCHK	104310	72387 72558	K FIVE CONSTRUCTION	STREET IMPROVEMENTS SERVICES	430-281	50		80.00
					STREET IMPROVEMENTS SERVICES	430-281	50		160.00
				CHECK APCHK 104310 TOTA					240.00
10/27/2025	APCHK	104314*#	22276	NJ RYAN TREE & LANDSCAP	SPOILS HAULING SERVICES	430-280	50		3,500.00 3,500.00
10/27/2025	APCHK	104322*#	1469 - BAL.	RAGS ELECTRIC, INC	WATER DISTRIBUTION REPAIRS/MA	430-277	50		629.40 629.40
10/27/2025	APCHK	104326*#	JUL & OCT'25	SPENCER KARIE	FINANCIALS SERVICES	401-309	50		600.00 600.00
10/27/2025	APCHK	104328	0211874-IN 0211875-IN 0211876-IN	TAMELING INDUSTRIES	STREET IMPROVEMENTS SERVICES	430-281	50		423.00
					STREET IMPROVEMENTS SERVICES	430-281	50		77.85
					STREET IMPROVEMENTS SERVICES	430-281	50		21.15
				CHECK APCHK 104328 TOTA					522.00
10/27/2025	APCHK	104333*#	UPS2025-WIBK1001202 UPS2025-WIBK1002202	UNDERGROUND PIPE SOLUTI	WATER DISTRIBUTION REPAIRS/MA	430-277	50		3,200.00
					WATER DISTRIBUTION REPAIRS/MA	430-277	50		600.00
				CHECK APCHK 104333 TOTA					3,800.00
10/27/2025	APCHK	104339	0331889	WATER PRODUCTS-AURORA	MATERIAL & SUPPLIES - DISTRIB	430-476	50		305.00
				Total for fund 02 WATER FUND					305.00 66,204.76

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 10 CAPITAL PROJECT FUND									
10/27/2025	APCHK	104279	0620806-IN	BEACON ATHLETICS, LLC.	BORSE PARK - PHASE III	600-355	55		12,000.00
10/27/2025	APCHK	104286	25-270	CAR REFLECTIONS	POLICE VEHICLES	600-317	55		12,000.00 2,975.00 2,975.00
10/27/2025	APCHK	104313	23016 23041	LANDWORKS LTD	BORSE PARK - PHASE III BORSE PARK - PHASE III	600-355 600-355	55 55		183,668.15 290,896.56
				CHECK APCHK 104313 TOTA					474,564.71
10/27/2025	APCHK	104321	106195	PUBLIC SAFETY DIRECT	INPOLICE VEHICLES	600-317	55		9,881.00 9,881.00
10/27/2025	APCHK	104322*#	1478	RAGS ELECTRIC, INC	BORSE PARK - PHASE III	600-355	55		755.00
10/27/2025	APCHK	104335	24-1344-07	UPLAND DESIGN, LTD.	BORSE PARK - PHASE III	600-355	55		755.00 238.50
10/27/2025	APCHK	104338	62855	VORTEX USA INC.	BORSE PARK - PHASE III	600-355	55		238.50 14,374.00
				Total for fund 10 CAPITAL PROJECT FUND					14,374.00 514,788.21

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX									
10/27/2025	APCHK	104296*#	24855	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15		11,581.50
									11,581.50
					Total for fund 15 RT 83/PLAINFIELD RD BUS				11,581.50
				TOTAL - ALL FUNDS					819,680.51

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



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.d.

DATE: October 27, 2025

SUBJECT:

MOTION TO APPROVE PAYMENT FOR EXPENSES RELATED TO THE ACTIVE ADULTS
NASHVILLE EXTENDED TRAVEL TRIP

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff is requesting the Board approve payment of an invoice in the total amount of \$28,560.00 for payment to Diamond Tours for the Active Adults extended trip program to Nashville, Tennessee.

BACKGROUND/SUMMARY

Diamond Tours is an agency that has been used in the past for Active Adult long-distance and extended travel programs. The company provides responsive, responsible services within the Village's budget expectations. The tour pricing includes all expected costs, transportation, lodging, meals, experiences, etc. This trip is being organized for 32 patrons requiring one bus for the trip.

FINANCIAL IMPACT

Travel and transportation expenses are budgeted as part of the Active Adult Extended Travel programs. The trip is expected to generate net revenue. Per the Village's procurement policy, the Village Administrator may approve purchases under \$20,000. Because this item exceeds that amount, Village Board approval is required.

RECOMMENDED ACTION:

Staff recommends approving payment of \$28,560.00 to Diamond Tours for the Active Adults Nashville, Tennessee trip.

Invoice for Tour Number 2186612

Group Name: Village of Willowbrook

Group Leader: Teresa Mrozik

Phone: (630) 920-2243

Fax: (630) 920-1973

Email: tmrozik@willowbrook.il.us

Trip: Nashville Show Trip

Departs: 12/1/2025

Returns: 12/5/2025

Passengers at Single Occupancy Rate:	14	Rate Per Person:	\$1,005.00
Passengers at Double Occupancy Rate:	18	Rate Per Person:	\$805.00
Passengers at Triple Occupancy Rate:	0	Rate Per Person:	\$785.00
Passengers at No Charge (comps):	0		
<hr/>		Total Passengers:	32

Total Due: \$28,560.00

Refund Issued:

Total Paid \$0.00

Balance: \$28,560.00



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.

DATE: October 27, 2025

SUBJECT:

LEGAL SERVICES AGREEMENTS

- a. A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT AGREEMENT WITH ELROD FRIEDMAN LLP
- b. A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO APPROVE AND EXECUTE A LEGAL SERVICES AGREEMENT – STORINO, RAMELLO & DURKIN
- c. A RESOLUTION AUTHORIZING AN AGREEMENT FOR LEGAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND CLARK BAIRD SMITH LLP

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

The purpose of this item is to seek approval of three resolutions authorizing agreements for legal services through April 30, 2029. These agreements reflect the Village's continued need for legal counsel in the areas of general municipal law, economic development, and duty disability and PSEBA (Public Safety Employee Benefits Act) matters.

BACKGROUND/SUMMARY

The Village of Willowbrook utilizes outside legal counsel for municipal operations. Legal counsel provides support in areas including policy and ordinance development, labor and employment matters, contracts, land use and development, economic development agreements, and risk management. The Village's legal services structure has been effective and provides expertise in specialized practice areas while maintaining fiscal responsibility.

Storino, Ramello & Durkin

Storino, Ramello & Durkin currently serves as the Village's General Legal Counsel. The firm provides legal services for Board meetings, ordinance and resolution preparation, contract review, personnel matters, code enforcement, and general day-to-day legal guidance. The Village has been satisfied with the services, responsiveness, and practical legal guidance provided by the firm. This agreement extends services through April 30, 2029.

Elrod Friedman LLP

Elrod Friedman currently serves as the Village's Economic Development Counsel. The firm provides legal services related to redevelopment agreements, business district incentives, economic incentive negotiations, real estate transactions, and land use matters tied to commercial redevelopment. The Village is satisfied with the services provided and the firm's experience in complex development transactions. This agreement extends services through April 30, 2029.



Clark Baird Smith LLP

Clark Baird Smith is a labor and employment firm with significant experience in police and fire pension matters, litigation, and Public Safety Employee Benefits Act (PSEBA) cases. The Village does not currently have a legal services agreement specific to duty disability or PSEBA claims. Given the complexity and potential financial liability associated with duty disability and PSEBA matters, staff recommends retaining Clark Baird Smith on an as needed basis through April 30, 2029.

FINANCIAL IMPACT

These agreements are professional service agreements and are included in the Village's annual operating budget under legal services. Legal services are billed on an hourly basis consistent with rates detailed in each agreement. No increase in the approved budget is required at this time.

RECOMMENDED ACTION:

Staff recommends approval of the three legal services agreements as presented.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ENGAGEMENT AGREEMENT WITH ELROD FRIEDMAN LLP**

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 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. The Village desires to continue to retain the law firm of Elrod Friedman LLP to perform legal services for the Village and to do so on the terms and conditions in the Engagement Agreement attached hereto as **EXHIBIT A** and made a part hereof ("***Agreement***").
- C. It is in the best interest of the Village to enter into the Agreement and to continue to utilize the legal services of Elrod Friedman LLP.

SECTION 2: Based upon the foregoing, the Mayor, Village Clerk, and Village Administrator be and are hereby authorized and directed to execute Agreement. The Mayor, the Village Clerk, and the Village Administrator are further authorized and directed to execute and deliver such other instruments and take other actions as may be necessary or convenient to consummate undertake the Village's obligations in the Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

ADOPTED this ____ day of October, 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED this ____ day of October, 2025, by the Mayor of the Village of Willowbrook, and attested by the Village Clerk, on the same day.

Mayor

APPROVED and FILED in my office this ____ day of October, 2025 and published in pamphlet form in the Village of Willowbrook, DuPage County, Illinois.

ATTEST:

Village Clerk

EXHIBIT A
ENGAGEMENT AGREEMENT
(attached)

Gregory T. Smith
312.528.5201
gregory.smith@elrodfriedman.com

October 24, 2025

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527
Attention: Mayor Frank Trilla

Re: Elrod Friedman LLP Engagement

Dear Mayor Trilla:

Thank you for continuing to retain Elrod Friedman LLP to represent the Village of Willowbrook ("**Village**") in connection with those economic development, real estate, and other matters referred to us from time to time. We look forward to continuing to work with the Village on these matters.

The purpose of this letter is to confirm our continued engagement as counsel and to provide you certain information concerning our fees, billing and collection policies, and other terms that will continue to govern our relationship. I have attached to this letter our firm's standard terms of engagement. We will continue to utilize the general government discounted rates that we committed to through 2025. Please note that as of January 1, 2026, we will charge the Village at our then-applicable special government discounted rates. Please review these terms of engagement and let me know if you have any questions concerning any of these matters.

If the terms described above and in the attached terms of engagement are satisfactory, please sign and return a pdf of this letter to me by email. Upon execution of this letter by the Village, the terms above and in the attached terms of engagement will apply to our work for the Village.

Sincerely,

Gregory T. Smith

Approved this _____ day of _____, 2025.

VILLAGE OF WILLOWBROOK

By: _____

Its: _____

ELROD FRIEDMAN LLP

TERMS OF ENGAGEMENT

We appreciate your decision to retain Elrod Friedman LLP as your legal counsel.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Confidentiality and Related Matters

As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Of course, as a governmental entity, the Village is subject to various "sunshine" laws, such as the Freedom of Information Act and the Open Meetings Act, which require certain information and activities to be accessible to the public. To the extent that we obtain any information from the Village or its officers, officials, and employees that is not subject to disclosure under applicable laws or that is not otherwise obtained in a public forum, we will treat such matters as confidential. On the other hand, if we obtain information in the course of our representation of the Village and

such information would be obtainable under applicable law by members of the public, such information would not be confidential and could be disclosed to others. We will, of course, adhere to these same information disclosure principles with our other governmental and private sector clients.

Legal Fees

Our fees for services will be determined as described in the following paragraphs.

We will perform our services to the Village on a straight hourly basis. The calendar year 2025 hourly rate of certain of our attorneys who are expected to render services to the Village are included as Attachment A to these Terms of Engagement. These rates represent a substantial discount from our standard hourly rates and are reserved only to our governmental clients for whom we serve as general counsel. The billing rates will be evaluated for adjustment by our firm annually. You will be notified of any hourly rate and retainer adjustment in January of each calendar year. Billing rate adjustments will be effective on January 1 of each calendar year.

Disbursements

In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, outsourced photocopying, certification, and registration fees charged by governmental bodies.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

Billing

We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

It is the firm's policy that if an invoice remains unpaid for more than 120 days, absent extraordinary circumstances and subject to legal ethics constraints, we have the right to withdraw from this engagement, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

Questions About Our Bills

We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

During our engagement, we may be asked to represent a client with respect to interests that are adverse to yours. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Elrod Friedman LLP personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

ATTACHMENT A
ELROD FRIEDMAN LLP
Hourly Billing Rates Effective through December 31, 2025*
Attorneys Available to Serve
VILLAGE OF WILLOWBROOK

Name	Title	2025 Government Discounted Rates	2025 Special Government Discounted Rates	2025 Standard Rates
Steven M. Elrod	Partner	\$405	\$520	\$835
Peter M. Friedman	Partner	\$405	\$520	\$835
Hart M. Passman	Partner	\$390	\$495	\$795
Benjamin L. Schuster	Partner	\$375	\$495	\$790
Gregory T. Smith	Partner	\$375	\$495	\$790
Stewart J. Weiss	Partner	\$330	\$430	\$640
Kelley A. Gandurski	Partner	\$330	\$430	\$640
Brooke D. Lenneman	Partner	\$330	\$430	\$640
Caitlyn R. Culbertson	Associate	\$305	\$400	\$595
Marcus E. Martinez	Associate	\$305	\$395	\$590
Courtney P. Trefil	Associate	\$285	\$370	\$550
Hannah R. Saed	Associate	\$245	\$345	\$395
Kelsea N. Nolot	Associate	\$245	\$345	\$395
Jamie T. Porter	Associate	\$240	\$335	\$385
Stephen A. Viz	Of Counsel	\$425	\$535	\$835
Andrew S. Carlins	Contract Attorney	\$305	\$400	\$595
Teri L. Krcmarik	Paralegal	\$235	\$330	\$380
Kevin J. McDermott	Paralegal	\$205	\$280	\$320

* Rates subject to change effective January 1st of each year.

RESOLUTION NO. 25-R- _____

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO APPROVE
AND EXECUTE A LEGAL SERVICES AGREEMENT –
STORINO, RAMELLO & DURKIN**

WHEREAS, Section 3.1-30-5 of the Illinois Municipal Code (65 ILCS 5/3.1-30-5) authorizes the Mayor, by and with the advice and consent of the Board of Trustees, to appoint a Village Attorney to carry into effect the powers conferred upon municipalities; and

WHEREAS, on May 28, 2013, the Mayor, with the advice of the Board of Trustees of the Village, appointed Storino, Ramello & Durkin as Village Attorney; and

WHEREAS, at that time, the corporate authorities of the Village deemed it desirable and in the best interest of the Village to enter into a Legal Services Agreement with Storino, Ramello & Durkin to provide for the compensation, terms and conditions of the appointment; and

WHEREAS, on May 20, 2017, the corporate authorities of the Village deemed it desirable and in the best interest of the Village to enter into a new Legal Services Agreement with Storino, Ramello & Durkin; and

WHEREAS, since 2013, Storino, Ramello & Durkin has served as Village Attorney; and

WHEREAS, the Mayor, with the advice and consent of the Board of Trustees, has deemed it desirable and in the best interest of the Village to enter into a new Legal Services Agreement with Storino, Ramello & Durkin to provide for the compensation, terms and conditions of the appointment of Village Attorney.

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

SECTION 1. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

SECTION 2. The Mayor, having been advised by the Board of Trustees, hereby re-appoints Storino, Ramello & Durkin as Village Attorney, and the Board of Trustees consents to such appointment.

SECTION 3. It is hereby determined that it is advisable, necessary and in the public interest that the Village approve a new Legal Services Agreement with Storino, Ramello & Durkin to provide the compensation, terms and conditions of its continued appointment as Village Attorney, as set forth in the Legal Services Agreement, attached hereto as Exhibit “A” and made a part hereof.

SECTION 4. That certain Legal Services Agreement, attached hereto as Exhibit “A” and made a part hereof, is hereby approved, and the Mayor be and is hereby authorized and directed to execute, and the Village Clerk is hereby authorized to attest to, on behalf of the Village, said Legal Services Agreement.

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

LEGAL SERVICES AGREEMENT – STORINO, RAMELLO & DURKIN

LEGAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement”) effective this 27th day of October, 2025, by and between the Village of Willowbrook, an Illinois municipal corporation (hereinafter referred to as the “Village”), and the law firm of Storino, Ramello & Durkin, an Illinois partnership (hereinafter referred to as the “Attorneys”).

WHEREAS, the Attorneys have been appointed by the Village Mayor, with the advice and consent of the Board of Trustees, as Village Attorney of the Village; and

WHEREAS, the corporate authorities of the Village deem it desirable and in the best interest of the Village to enter into this Agreement with the Attorneys to provide for the terms and conditions of that appointment;

NOW, THEREFORE, IT IS MUTUALLY AGREED between the Village and the Attorneys, as follows:

1. The Village employs the services of the Attorneys as Village Attorney of the Village until such time as the services of the Attorneys are terminated as provided herein and the Attorneys successor is appointed and qualified, provided however that this Agreement shall become effective only after an appropriation therefor has been made. The term of this Agreement shall be for one year following the effective date of the appropriation, but shall be renewed annually thereafter upon appropriation therefor having been made, provided that the term of this Agreement shall not exceed the term of the Village Mayor holding office at the time this Agreement is executed. The Village’s obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payment’s being required, in any year for which the corporate authorities of the Village or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Village shall give the Attorneys notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding.

2. The Attorneys shall provide legal services to the Village, as required by Chapter 9 entitled, “Attorney” of Title 1 entitled, “Administrative” of the Willowbrook Municipal Code, which services include the following:

A. The prosecution or defense any and all suits or actions at law or equity to which the Village may be a party, or in which it may be interested, or which may be brought against, or by, an officer of the Village on behalf of the Village, or in the capacity of such person as an officer of the Village.

B. The full enforcement of all judgments, decrees or awards rendered or entered in favor of the Village and all similar interlocutory orders.

C. Serving as the legal advisor of the Village and the rendering of advice on all legal questions affecting the Village, whenever requested to do so by any elected Village official or the presiding officer of any official board or commission and upon specific request by any such person, reduction of any such opinion to writing.

D. Prosecuting to completion of all special assessment proceedings and condemnation proceedings.

E. Drafting or supervising the drafting, and/or the approval as to form any contract, lease or other document or instrument to which the Village may be a party.

F. Drafting of ordinances covering any subjects, as required.

G. Performance of such duties or special service which the Mayor and the Board of Trustees may require.

H. Attendance of those meetings of the Board of Trustees as so directed by the Mayor and Board of Trustees, and of official boards, commissions and committees of the Village on occasion and as may be directed from time to time by the Mayor and Board of Trustees.

I. Providing labor and collective bargaining services as requested by the Village.

J. Providing such other and further legal services as the corporate authorities may from time to time direct.

3. Nothing in this Agreement shall be construed as prohibiting the corporate authorities from employing or authorize the Attorneys to employ additional counsel to aid the Village in its affairs whenever the corporate authorities deem it necessary or expedient.

4. The Attorneys shall cooperate with the Village Mayor and Board of Trustees of the Village, its staff and its consultants, and, subject to the general direction of the corporate authorities, shall meet with staff members and consultants during normal business hours or otherwise, as shall be mutually convenient, whenever such meetings are necessary for the conduct of Village business.

5. The Village shall assist and cooperate with the Attorneys and shall promptly supply such information, documentation and persons as may be requested by the Attorneys to permit the Attorneys to effectively advocate the Village's interests.

6. Any documents, data, records, or other information relating to the legal representation of the Village and all information secured by the Attorneys from the Village in connection with the performance of legal services, unless in the public domain or unless disclosure is required by law, shall be considered attorney-client privileged, when applicable, and kept confidential by the Attorneys. The information shall not be made available to third parties without written consent of the Village, unless so required by valid court order.

7. The Attorneys shall maintain all records relating to the performance of its services under this Agreement which would be subject to inspection and copying under the Freedom of Information Act (5 ILCS 140/1 *et seq.*) in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. The Attorneys shall cooperate fully with the Village with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*) by providing full access to and copying of all relevant non-exempt records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*).

8. Current communication technology, including, but not limited to, cellular telephones, electronic mail and facsimile transmission, contains certain inherent security risks that the information will be intercepted by third parties with no right to hear or see it. Unless otherwise notified by the Village, the Attorneys will use current communication technology to communicate with the Village with the understanding that by agreeing to the use of any means of communication other than in-person private meeting or two-way (as opposed to multi-party) land line telephone conversations, the Village will be giving its consent to, and accepting any risks of disclosure of, confidential information to third parties that may be attendant upon the use of those means of communication.

9. This Agreement shall not require the Attorneys to render services for:

A. Litigation to the extent that the Village is insured for its liability in such litigation and the contract for insurance assigns to the insurance carrier the right to appoint attorneys for the Village;

B. Litigation in courts other than the state courts of Illinois, the United States District Court for the Northern District of Illinois, the United States Court of Appeals for the Seventh Circuit and the United States Supreme Court;

C. Prosecution of all ordinance violations and appeals thereof to which the Village may be a party, or in which the Village may be interested, and presiding over the hearings contesting any vehicular standing and parking violations, vehicle compliance violations and automated traffic law violations; and

D. Matters which the services for a specific job require other or additional attorneys and the corporate authorities employ an attorney or attorneys for the specified matter.

However, the Attorneys may be retained to render such services by separate agreement with the Village.

10. The Village shall compensate the Attorneys for such legal services as follows:

A. At the hourly billing rates set forth in Exhibit “A” for services rendered to the Village as invoiced by the Attorneys to the Village from time-to-time. The rates set forth in Exhibit “A” shall not be changed for a period of one (1) calendar year from the date of this Agreement;

B. For bond issues, tax increment financing districts, redevelopment districts, special service areas or other legal matters to the extent that payment of fees for such legal services are derived from sources other than Village general revenues, the Attorneys may, by separate agreement, provide legal services at flat fees, percentage fees or contingent fees as may be appropriate for the particular circumstances.

C. Reimbursement of cash expenditures advanced and expenses incurred by the Attorneys on behalf of the Village, as invoiced by the Attorneys to the Village from time-to-time. Expert witnesses and other consultants retained on behalf of the Village will only be retained by prior authorization of the Village Administrator. When significant or out of the ordinary third-party invoices are received (e.g., expert witnesses, consultants, special studies, extensive court reporter or filing fees) the charge will be forwarded to the Village for direct payment. Categories of typical expenditures and expenses and the basis on which the Village will be billed are set forth in Exhibit “B”;

D. Upon the termination of this Agreement, any extension of this Agreement, or any successor agreement, the Attorneys shall provide for the orderly transition and tendering of information to the successor-attorneys. The Attorneys shall be entitled to receive the hourly compensation set forth in this Agreement, for the time expended tendering and transferring information to the successor-attorneys; and

E. Itemized statements of legal services and disbursements will be sent to the Village Administrator with a copy to the Finance Coordinator monthly either by United States mail or electronic mail in “pdf” format. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

11. The Attorneys shall maintain professional liability insurance applicable to the services rendered to the Village.

12. In the event that legal services excluded from this Agreement are required by the Village, the Attorneys shall either assume the duty and responsibility for such services at a mutually agreed fee, or the Attorneys shall recommend competent attorneys to assume the duty and responsibility for such services at a mutually agreed fee.

13. The Attorneys shall function hereunder as independent contractors and not as employees of the Village.

14. All reports, documents, data and other material constituting the work product of the

Attorneys hereunder shall become the property of the Village, subject to the applicable attorney's lien. Title thereto, free of such lien, shall transfer to the Village following payment in full of any sums due to the Attorneys. The Attorneys, however, shall have the right to maintain for their own files and use copies of such reports, maps, documents, and other materials constituting the Attorneys' work product.

15. The Attorneys shall submit to the Village a certification, attached hereto as Exhibit "C" that the Attorneys:

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

B. Are not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

C. Are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

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

E. Will provide a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Attorneys' workplace;

(b) Specifying the actions that will be taken against employees for violations of such prohibition;

(c) Notifying the employee that, as a condition of employment on such contract, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- (2) Establishing a drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Attorneys' policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by subparagraph 15(E)(1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under subparagraph 15(E)(1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

F. Provide equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

G. Certify that no officer or employee of the Village that has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorneys in violation of Section 1-12-3.2 of the Willowbrook Municipal Code, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

H. Have not given to any officer or employee of the Village any gratuity,

discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorneys in violation of Section 1-12-3.2 of the Willowbrook Municipal Code, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

I. Certify that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Attorneys; or, if the Attorneys' stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Attorneys, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Attorneys have disclosed to the Village in writing the name(s) of the holder of such interest;

J. Nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Mayorial Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;

K. Its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;

L. Are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Mayorial Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

16. In the event of the Attorneys' non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Human Rights Commission, the Attorneys may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Attorneys shall:

A. Not discriminate against any employee or applicant for employment because

of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization;

B. If the Attorneys hire additional employees in order to perform this Agreement or any portion of this Agreement, the Attorneys will determine the availability (in accordance with the Illinois Human Rights Commission's Rules and Regulations) of minorities and women in the areas from which the Attorneys may reasonably recruit and the Attorneys will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized;

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

D. Will send to each labor organization or representative of workers with which the Attorneys has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Attorneys' obligations under the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Attorneys in their efforts to comply with the Illinois Human Rights Act and Illinois Human Rights Commission's Rules and Regulations, the Attorneys will promptly notify the Illinois Human Rights Commission and the Village and will recruit employees from other sources when necessary to fulfill its obligations under this Agreement;

E. Submit reports as required by the Illinois Human Rights Commission's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Human Rights Commission or the Village and in all respects comply with the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations;

F. Permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Human Rights Commission for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations;

G. Include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of this Agreement's obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, the Attorneys will be liable for

compliance with applicable provisions of this clause by subcontractors; and further the Attorneys will promptly notify the Village and the Illinois Human Rights Commission in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Attorneys will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;

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

17. Changes and amendments to this Agreement shall only be made in writing and by amendment to this Agreement. The amendment shall be in contract form and shall be approved by the Village. This Agreement contains all of the terms, provisions, agreements, conditions, and covenants between the parties; and there are no understandings or agreements other than those recited herein.

18. Any notice given hereunder shall be in writing and transmitted via the United States mail, registered or certified, postage pre-paid, via overnight delivery (UPS or FedEx), or via fax with confirmed receipt, or via email, with a confirming fax or overnight delivery addressed to the proper party as follows:

A. If to the Village:

Village of Willowbrook
Attention: Mr. Sean Halloran, Village Administrator
835 Midway Drive
Willowbrook, Illinois 60527

B. If to the Attorneys:

Mr. Michael R. Durkin
Storino, Ramello & Durkin
9501 Technology Boulevard, Suite 4200
Rosemont, Illinois 60018

Either party may change its mailing address or other contact information by giving written notice to the other party as provided above. Whenever this Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

19. When this Agreement becomes effective, it will relate back to the day the appointment of the Attorneys as Village Attorney for the Village became effective. This Agreement may be terminated by the Village upon removal or resignation of the Attorneys from the offices of Village Attorney or by the expiration of the term of the current Village Mayor of the Village of Willowbrook and the appointment and qualification of the Attorneys' successor. The Attorneys shall have the right, if in their sole judgment they believe such action is necessary or appropriate, to withdraw as attorneys representing the Village in any matter, without terminating this Agreement or may elect to terminate this Agreement, if the Village fails to meet its obligations under this Agreement, refuses to cooperate with the Attorneys, refuses to follow the legal advice provided by the Attorneys on a material matter or under any other circumstances in which the Attorneys' professional or legal responsibilities or obligations mandate or permit termination. The Attorneys shall give thirty (30) days' written notice to the Village. The Village shall cooperate and facilitate the withdrawal by retaining a substitute attorney. Provided that the Attorneys are ethically able to do so, at the sole option of the corporate authorities, all obligations under this Agreement shall continue until a successor attorney is retained but in no event more than sixty (60) days after the effective termination date as set forth in the notice. If this Agreement is terminated for any reason, the termination shall be effective only to terminate the Attorneys' services prospectively, and all other terms of this Agreement, including the Village's obligation to compensate the Attorneys for legal services rendered and expenses incurred prior to the termination shall survive the termination.

20. This Agreement shall be deemed to be exclusive between the Village and the Attorneys. This Agreement shall not be assigned by either party without first obtaining permission in writing from the other party.

21. This Agreement shall be governed by the laws of the State of Illinois.

22. The illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of this Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

23. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any other breach.

24. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral.

25. The Attorneys are not advising the Village with respect to this Agreement because the Attorneys would have a conflict of interest in doing so. If the Village desires advice regarding this Agreement, it should seek independent counsel of its choice to do so.

26. Pursuant to Section 3.1-10-30 of the Illinois Municipal Code (65 ILCS 5/3.1-10-30) and Section 1-6-1 of the Village Code of the Village of Willowbrook, the Attorneys shall execute and file with the Village Clerk a bond, with security, to be approved by the corporate authorities of the Village, payable to the Village in the amount of \$10,000 conditioned upon the faithful performance of the duties of the offices of Village Attorney and the payment of all monies received by the Attorneys, according to law and the ordinances of the Village. The security of the bond is hereby approved by the Village. Pursuant to Section 1 of the Official Bond Payment Act (5 ILCS 270/1), the Village shall pay the full cost of the bond. The Intergovernmental Risk Management Agency shall provide such bond, if the agency is willing to provide such bond and the Village continues to be a member thereof. Should the Intergovernmental Risk Management Agency be unwilling to provide such bond or if the Village discontinues membership in the Intergovernmental Risk Management Agency, the Village shall arrange for the issuance of an official bond for the Attorneys.

27. The Certificate of Appointment of the Attorneys as Village Attorney of the Village is attached hereto as Exhibit "D" and made a part hereof.

28. The Oath of Office of the Attorneys as Village Attorney of the Village is attached hereto as Exhibit "E" and made a part hereof.

IN WITNESS WHEREOF the parties have executed this Agreement at Willowbrook, Illinois, the date and year first above written.

STORINO, RAMELLO & DURKIN

VILLAGE OF WILLOWBROOK

By: _____
Donald J. Storino, Partner

Frank A. Trilla, Village Mayor

Attest:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

Hourly Billing Rates

Attorneys

Village Attorney

Rates

\$245.00 per hour

Staff

Paralegal Services

\$85.00 per hour

Law Clerk Services

\$85.00 per hour

Senior Legal Intern Services

\$135.00 per hour

Legal Intern Services

\$105.00 per hour

EXHIBIT "B"

Schedule of Typical Expenses and Disbursements

Computer Research Charges (Lexis/Westlaw)	Standard Lexis/Westlaw Charges + Administrative Fee
Court and Administrative Agency Filing Fees	At Cost
Court Reporter Fees and Transcripts	At Cost
Exhibits	At Cost
Messenger Service	At Cost
Expert Witness Fees	At Cost
Outside Consultants	At Cost
Photography	
\$ In House	\$12.00 per photograph (un-mounted)
\$ Outside Service	At Cost
Postage	
\$ Regular Mail	No Charge
\$ Certified Mail	At Cost
\$ Express/Overnight Mail	At Cost
Printing	At Cost
Reproduction/Copying Charges	
\$ In House	\$0.10 per page
\$ Outside Service	At Cost
Telephone	
\$ Local	No Charge
\$ Long Distance	No Charge
Local Travel	
\$ Automobile	Standard IRS Mileage Rate
\$ Parking	At Cost
\$ Tolls	At Cost
Travel Outside Chicago Metropolitan Area	At Cost
\$ Transportation	At Cost
\$ Lodging	At Cost
\$ Meals	
Comb Binding	\$10.00
Velo Binding	\$15.00

EXHIBIT “C”

ATTORNEYS’ CERTIFICATION

The certifications hereinafter made by Storino, Ramello & Durkin (the “Attorneys”) are each a material representation of fact upon which reliance is placed by the Village of Willowbrook (the “Village”) in entering into the Legal Services Agreement with the Attorneys. The Village may terminate the Legal Services Agreement if it is later determined that the Attorneys rendered a false or erroneous certification.

I, Donald J. Storino, hereby certify that I am a partner in the law firm of Storino, Ramello & Durkin, the Attorneys, and as such hereby represent and warrant to the Village that the Attorneys, and its partners holding more than five percent (5%) of the outstanding partnership interests and its associate attorneys are:

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

(B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

(C) in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy; and

(D) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Attorneys hereby represent and warrant to the Village, that the Attorneys:

(A) will provide a drug-free workplace by:

(1) publishing a statement:

(a) notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Attorneys' workplace;

(b) specifying the actions that will be taken against employees for violations of such prohibition;

(c) notifying the employee that, as a condition of employment on such contract, the employee will:

- (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) establishing a drug-free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) attorneys' policy of maintaining a drug-free workplace;
 - (iii) any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement to give a copy of the statement required by subparagraph (B)(1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;
- (4) notifying the Village within ten (10) days after receiving notice under subparagraph (B)(1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;
- (5) imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(B) provide equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1, *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

(C) certify that no officer or employee of the Village that has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for

speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorneys in violation of Section 1-12-3.2 of the Willowbrook Municipal Code, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(D) have not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorneys in violation of Section 1-12-3.2 of the Willowbrook Municipal Code, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(E) certify that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Attorneys; or, if the Attorneys' stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Attorneys, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Attorneys have disclosed to the Village in writing the name(s) of the holder of such interest.

(F) nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Mayorial Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person.

(G) its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

(H) are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Mayorial Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

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

Dated: October _____, 2025

STORINO, RAMELLO & DURKIN

By: _____
Donald J. Storino, Partner

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

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

Dated: October _____, 2025

Notary Public

EXHIBIT “D”

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

CERTIFICATE OF APPOINTMENT

TO: Gretchen Boerwinkle, Village Clerk

I, Frank A. Trilla, Village Mayor of the Village of Willowbrook, DuPage County, Illinois, do hereby certify that the law firm of Storino, Ramello & Durkin, has been duly appointed by me with the advice and consent of the Board of Trustees on the 27th day of October, 2025 to the office of Village Attorney of the Village of Willowbrook, Illinois, effective this date for a term not to exceed that of the current Village Mayor of the Village of Willowbrook and until their successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Willowbrook, Illinois, this 27th day of October, 2025.

Frank A. Trilla, Village Mayor of the
Village of Willowbrook, Illinois

EXHIBIT “E”

Village of Willowbrook, Illinois

OATH OF OFFICE

I, Michael R. Durkin, of Storino, Ramello & Durkin, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Village Attorney of the Village of Willowbrook to the best of my ability.

Administered and sworn at Willowbrook, Illinois, this 27th day of October, 2025.

Storino, Ramello & Durkin

By: _____
Michael R. Durkin

RESOLUTION NO. 25-R-__

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR LEGAL SERVICES
BETWEEN THE VILLAGE OF WILLOWBROOK AND CLARK BAIRD SMITH LLP**

WHEREAS, the Village of Willowbrook is a municipal corporation organized and operating under the laws of the State of Illinois; and

WHEREAS, the Village has determined that it is necessary to retain legal counsel with expertise in duty disability pension matters under the Illinois Pension Code and matters arising under the Public Safety Employee Benefits Act (PSEBA); and

WHEREAS, Clark Baird Smith LLP has submitted an engagement letter outlining the scope of legal services, applicable hourly rates, billing procedures, and terms of representation for the Village in duty disability and PSEBA related matters; and

WHEREAS, the Village finds that it is in the best interest of the Village to approve the engagement of Clark Baird Smith LLP to provide such services on an as needed basis;

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

Approval of Agreement

The engagement letter dated October 13, 2025, between the Village of Willowbrook and Clark Baird Smith LLP for legal services related to duty disability and PSEBA matters is hereby approved. A copy of the engagement letter and the Terms of Engagement for Legal Services, included as Exhibit A, shall be maintained on file in the Village Administrator's Office.

Authorization to Execute

The Village Administrator is authorized to execute the engagement letter and any related documents necessary to carry out the terms of the agreement.

Effective Date

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

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT A

CLARK BAIRD SMITH ENGAGEMENT LETTER AND TERMS OF ENGAGEMENT FOR
LEGAL SERVICES



9550 W. HIGGINS ROAD, SUITE 600, ROSEMONT, IL 60018
847.378.7700 OFFICE • 847.378.7070 FAX

DDN: 847-378-7707
jpowers@cbslawyers.com

October 13, 2025

Via Electronic Mail (shalloran@willowbrook.il.us)

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

Re: Representation of the Village of Willowbrook by Clark Baird Smith LLP

Dear Sean:

You have asked Clark Baird Smith LLP to provide legal representation for the Village of Willowbrook ("Village") in connection with a line-of-duty pension application filed by a current Village police officer. Clark Baird Smith LLP will be pleased to provide these services, as well as legal representation on any other labor and employment matters you may refer to us from time to time. This letter, along with the enclosed Terms of Engagement for Legal Services, shall serve as our agreement with respect to our services. The Terms set forth additional details concerning our engagement and further explain our billing practices.

It is expected that I will be the primary contact person at the firm, and my partner Paul Denham will help litigate the above-referenced disability pension application. At the same time, we may utilize other attorneys and staff members at the firm to assist us in representing the Village, and you certainly may contact any of our attorneys directly if the need arises. Unless otherwise agreed in a specific instance, we will bill the Village based upon the time we spend rendering our services. We normally bill on a monthly basis, so that you will see the extent of the legal fees and disbursements as they are incurred. Our current partner hourly billing rates range from \$330 to \$375.

To evidence concurrence with the scope of services to be rendered, the arrangements for billing and payment of fees and expenses, and our Terms of Engagement for Legal Services, please return a signed and dated copy of this letter to the undersigned. If there are any questions at any time about our billing practices or a particular fee or cash disbursement or any other aspect of our legal services, please bring it to my attention as soon as possible.

We sincerely appreciate the opportunity to represent the Village of Willowbrook, and we will endeavor to provide prompt and responsive legal services at all times.

Very truly yours,

CLARK BAIRD SMITH LLP

By _____
James J. Powers

JJP
Enclosure

THE VILLAGE OF WILLOWBROOK UNDERSTANDS AND AGREES TO THE TERMS OF THIS ENGAGEMENT LETTER AND THE ATTACHED TERMS OF ENGAGEMENT FOR LEGAL SERVICES.

By _____
Sean Halloran, Village Administrator

Date



9550 W. HIGGINS ROAD, SUITE 600, ROSEMONT, IL 60018
847.378.7700 OFFICE • 847.378.7070 FAX

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following is an explanation of the basis on which Clark Baird Smith LLP bills for its services and the expenses and advances incurred on behalf of its clients, and details various practices and policies at the Firm which govern the relationship between Clark Baird Smith LLP, and its clients. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

BILLING ARRANGEMENTS, FEES AND TERMS OF PAYMENT

We normally submit invoices to our clients monthly during our engagement unless otherwise agreed. This procedure ensures that our clients have a current understanding of our charges and can intelligently budget legal expenses. Invoices are usually most influenced by the amount of time expended and the current hourly billing rates of the lawyers involved in the matter. Each invoice is ordinarily reviewed by the attorney who has primary billing responsibility for that client prior to its submission to the client for payment. The attorney reviews the time recorded to the client's account since the last billing. The purpose of the review is to determine whether the invoice should be calculated solely based on the time recorded or should be adjusted according to the circumstances.

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, and other related matters. Normally we record our time in units of one quarter of an hour. The currently hourly billing rates of attorneys and paralegals in our Firm for matters such as this are as follows: The hourly billing rate for Partners ranges from \$330 to \$375 per hour; the associate attorney rate range is \$230 to \$265 per hour; the paralegal rate is \$135 per hour; and the law clerk rate is \$95 per hour. Typically, the more experience an individual has, the higher the hourly rate. Ordinarily, we review and adjust our billing rates annually to reflect current levels of legal experience, changes in overhead costs, and other factors. Changes in rates will be reflected in the monthly invoices.

Clients are also billed for direct expenses incurred in connection with handling their matters, such as special mail services, messenger and overnight delivery services; for advances incurred on behalf of a client such as filing fees, court reporters, arbitrators, consulting fees, printing, computerized legal research and travel expenses; and for items purchased and used exclusively in connection with a particular client's matters. Where significant advances are involved, we may request that the client pay the costs directly.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a matter. Whenever possible, we will furnish such an estimate based upon our

professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation unless a fixed-fee is specifically negotiated. The ultimate cost may be more than the amount estimated.

We ask and expect payment of our invoices within thirty (30) days of the date of the invoice since delayed payment adds to our overall costs of providing services. In addition, we reserve the right to discontinue performance and to withdraw as your attorneys, regardless of the status of any matter in which we may be involved and subject to only our ethical obligations if any invoice remains unpaid for more than ninety (90) days after the date of the invoice.

It is always of the utmost importance for us to know that you are satisfied with the legal services being provided by Clark Baird Smith LLP. So that there will always be full and open communication between us, and so that we may clearly understand and promptly deal with any concerns a client may have about our services, any questions concerning a particular invoice or about our legal services should be raised within thirty (30) days of the date of the invoice or the occurrence of the event which causes you concern.

THE PROVISION OF LEGAL SERVICES

Customarily, each client of Clark Baird Smith LLP is served by a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Clark Baird Smith LLP also may utilize other attorneys and paralegals in the Firm to work on a client's matters. These individuals operate under the supervision of the principal lawyer for the client. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in each area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise our client of the names of those lawyers and legal assistants who work on the client's matters.

The retention of a lawyer does not ensure that the desired outcome will be achieved. Accordingly, Clark Baird Smith LLP cannot guarantee the results of its services. Rather, Clark Baird Smith LLP will always act on your behalf to the best of our ability and will provide competent representation to its clients. Competent representation requires the legal knowledge, skill, thoroughness and preparation necessary to handle the client's matters. Any expressions on our part regarding the outcome of our legal matters are expressions of our best professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

YOUR RESPONSIBILITIES

We expect our clients to be actively involved with the matters we are handling for them, to participate in meetings and to provide whatever information and cooperation may be necessary. We also expect that the information we receive from our clients will be accurate and complete. If a client does not cooperate with us or provides us with information which is incomplete or inaccurate, we reserve the right to withdraw as attorneys for that client.

MISCELLANEOUS

In connection with audits of a client's financial statements, Clark Baird Smith LLP may be requested from time to time to furnish certain information or to confirm information. By engaging us, you are authorizing us to respond to such requests in a reasonable manner and to furnish such information as is consistent with reasonable requests from the auditors and the attorney-client privilege. Time spent responding to such requests will be charged at our regular rates.

Where we have been asked to represent more than one individual or entity in a matter, the Rules of Professional Conduct promulgated by the Illinois Supreme Court require us to disclose that representation of multiple clients is permitted so long as the clients do not have directly adverse interests. However, we may not represent multiple clients if the representation of one or more of those clients may be materially limited by the Firm's responsibilities to another client or to a third person, or by the Firm's or a lawyer's own interests. More simply stated, we can represent multiple parties in a matter so long as each party has similar interests. At such time as those interests diverge, we may no longer be able to represent any of the affected clients. If the matter which is the subject of the engagement letter involves the representation of multiple clients or entities, the execution and delivery of the engagement letter to Clark Baird Smith LLP, by each client is an acknowledgement that the clients have similar interests and that each consents to our representation of the other clients. In addition, where representing multiple clients or parties, unless otherwise agreed in writing by Clark Baird Smith LLP, the clients are jointly and severally obligated with respect to the payment of our invoices.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent that the engagement letter or these Terms of Engagement for Legal Services contain written advice relating to a Federal tax issue, the written advice is not intended nor written to be used and cannot be used by the recipient or any other taxpayer for the purposes of avoiding Federal tax penalties or to support the promotion or marketing of the transaction or matters discussed herein.

TERMINATION

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflicts of interest with another client. We try to identify in advance and discuss with our clients any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, we give the client written notice of our withdrawal.

Except for original corporate records or any records or files which we receive from you or third parties with the understanding that they belong to you, it is agreed that all of our files, copies of documents, correspondence or other materials which we may accumulate in connection with our representation of you, including copies of materials filed with any regulatory agency, shall be the property of Clark Baird Smith LLP. You may have copies at any time during our representation of you. Upon the termination of the engagement and upon request, we will return your property to you within thirty (30) days of such termination. However, it is specifically agreed that we have the right to dispose of our files at such time as we determine that such files no longer need to be retained. After disposal, these materials will no longer be available.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions as well as any additional terms and conditions set forth in the accompanying engagement letter. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.

DATE: October 27, 2025

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING THE PROPERTY TAXES TO BE LEVIED FOR THE 2025 PROPERTY TAX LEVY

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Amy Curtin, Chief Financial Officer
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

The Truth-in-Taxation Act of the State of Illinois, 35 ILCS 200/18-60, requires the Village, not less than twenty (20) days prior to adoption of its aggregate levy, to determine the amounts of money estimated to be necessary to be raised by taxes for the year, exclusive of the cost of conducting an election required by the Election Code and debt service levies.

BACKGROUND/SUMMARY

The Parks and Recreation Department budget includes a Special Recreation Tax Levy to fund certain eligible expenditures to ensure that the Village is compliant with the Americans with Disabilities Act (ADA). Beginning in FY2006, the Board levied Special Recreation Tax as an alternative to funding these expenditures from revenue sources of the General Fund. The following expenditures are funded by the Special Recreation Tax Levy:

1. Village of Willowbrook's current membership in the South East Association for Special Parks and Recreation (SEASPAR) which began in September 2024.
2. Expenditures in assisting recreation participants requiring ADA accommodations, such as one-on-one aides.
3. Improvement to Village parks and playgrounds to provide better accessibility.

FINANCIAL IMPACT

The proposed Special Recreation Tax Levy (see attachment to this Resolution) for 2025 is \$65,885, which is a 2.5% decrease from the prior year's requested tax levy. All property taxes collected are restricted to being used on special recreation activities.

To comply with the 20-day requirement noted above, Village staff will present the ordinance to adopt the Special Recreation Tax Levy at the November 24, 2025 Village Board meeting.

RECOMMENDED ACTION:

Adopt the Resolution to estimate the property tax levy for 2025.

RESOLUTION NO. 25-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING
THE PROPERTY TAXES TO BE LEVIED FOR
THE 2025 PROPERTY TAX LEVY**

WHEREAS, Section 18-60 of the Truth-in-Taxation Act of the State of Illinois, 35 ILCS 200/18-60, *et seq.*, requires the corporate authorities, not less than twenty (20) days prior to adoption of its aggregate levy, to determine the amounts of money estimated to be necessary to be raised by taxes from year to year, exclusive of cost of conducting an election as required by the Election Code and debt service levies.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the corporate authorities hereby declare that the 2025 net tax levy for the Village of Willowbrook, exclusive of the cost of conducting an election and debt service levies, has been estimated to be sixty-five thousand, eight hundred eighty-five and no/100ths Dollars (\$65,885.00).

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

2025 Special Recreation Tax Levy (To be Collected FY 2026-27)

		<u>FY25-26 Levy</u>	<u>Prior Levy</u>
1	Gateway SRA / SEASPAR Membership ⁽¹⁾⁽²⁾ (Account 01-20-590-518)	\$ 65,885	\$ 53,000
2	ADA Accommodations (Account 01-20-590-520) Projections based on previous years to provide assistance for 1:1 aides	-	3,575
3	ADA Park Maintenance (Account 01-20-590-519) a. Contribution to ADA accessible modifications throughout Village facilities	-	-
	b. Contribution to ADA park maintenance.	-	1,000
	Subtotal ADA Park Maintenance	<u>-</u>	<u>1,000</u>
4	ADA Park Improvements (Account 01-20-590-521) Contribution towards ADA accessible upgrades at Village parks	-	10,000
	TOTAL Expenditures	\$ 65,885	\$ 67,575
	ESTIMATED RESERVES	<u>-</u>	<u>-</u>
	Total SRA Tax Levy - 2025	\$ 65,885	
	Total SRA Tax Levy - 2024		\$ 67,575
	\$ Increase (Decrease)	\$ (1,690)	
	% Increase (Decrease)	(2.5%)	

(1) Effective September '24, the Village switched its membership from Gateway Special Recreation Association to South East Association for Special Parks and Recreation (SEASPAR).

(2) The SEASPAR membership cost for FY25-26 is appropriated at \$89,000.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: October 27, 2025

SUBJECT:

AN ORDINANCE AMENDING SECTION 5-1-1 ENTITLED "CREATION AND COMPOSITION OF DEPARTMENT", OF CHAPTER 1, ENTITLED "POLICE DEPARTMENT", OF TITLE 5 ENTITLED "POLICE REGULATIONS", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Review and approve an ordinance temporarily amending the Village Code of the Village of Willowbrook - Title 5, Chapter 1, Section 5-1-1 – Police Creation and Composition of Department to allow the total composition of the Department to increase to twenty-eight (28) members.

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.

The current total number of sworn officers is twenty-six (26) in the police department leaving one vacancy currently.

In early September, staff was made aware that a patrol officer had submitted an application with the Police Pension Fund for a duty-disability pension. Said officer is currently on leave of absence from the Department while the Police Pension Board conducts the duty-disability application process. Due to the length of time associated with the duty disability process, staff is facing a long-term manpower shortage and is seeking to temporarily increase the composition of the department to alleviate this burden.

The passage of the attached ordinance will serve to temporarily amend the Village Code to allow for the total department composition to increase to twenty-eight (28) members. If the duty disability pension is approved, the composition of the Department will revert back to twenty-seven (27) members. Should the officer return to full duty status, the composition of the Department will revert back to twenty-seven (27) members through natural attrition.



FINANCIAL IMPACT

None.

RECOMMENDED ACTION:

Adopt the ordinance temporarily amending the Village Code of the Village of Willowbrook - Title 5, Chapter 1, Section 5-1-1 – Police Creation and Composition of Department to allow the total composition of the Department to increase to twenty-eight (28) members.

ORDINANCE NO. 25-O _____

AN ORDINANCE AMENDING SECTION 5-1-1 ENTITLED “CREATION AND COMPOSITION OF DEPARTMENT”, OF CHAPTER 1, ENTITLED “POLICE DEPARTMENT”, OF TITLE 5 ENTITLED “POLICE REGULATIONS”, OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that Section 5-1-1 Entitled “Creation and Composition of Department”, of Chapter 1 entitled “Police Department”, of Title 5 Entitled “Police Regulations”, of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended in its entirety to read as follows:

SECTION 1.

“5-1-1: Creation and Composition of Department:

There is hereby created a Police Department, an executive department of the Village. The Police Department shall consist of one (1) Chief of Police, two (2) Deputy Chiefs, four (4) Sergeants and members 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-eight (28) members.”

SECTION 2. Any ordinance or portion of any ordinance in conflict with the provisions of this Ordinance is expressly repealed solely to the extent of said conflict.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 3. This Ordinance shall be in full force and effect upon and after its passage, approval and publication in accordance with law.

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk