

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JANUARY 12, 2026 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. RECOGNITION - PRISCILLA GONZALEZ (ULTA BEAUTY)
5. VISITORS' BUSINESS - Public comment is limited to three (3) minutes per person
6. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. [Minutes - Board of Trustees Regular Meeting December 15, 2025](#)
(APPROVE)
 - c. [Warrants: \\$1,042,763.17](#)
 - d. [RESOLUTION NO. _____ - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK, ILLINOIS AND DUPAGE METROPOLITAN ENFORCEMENT GROUP](#) (ADOPT)
 - e. [RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AUTHORIZING AND APPROVING A SIDE LETTER AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 700](#)
(ADOPT)

NEW BUSINESS

7. [RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH SELDEN FOX, LTD. TO PERFORM PROFESSIONAL AUDIT SERVICES FOR THE VILLAGE OF WILLOWBROOK FOR THE FISCAL YEAR ENDING APRIL 30, 2026](#) (ADOPT)

8. LEAD SERVICE LINE INVENTORY

a. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ENVIRONMENTAL PROTECTION AGENCY OF THE STATE OF ILLINOIS FOR THE EPA LEAD SERVICE LINE INVENTORY ("LSLI") PROGRAM (ADOPT)

b. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR LEAD WATER SERVICE LINE MATERIAL INVENTORY ASSISTANCE BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT A TOTAL COST NOT TO EXCEED \$37,224.00 (ADOPT)

9. RESOLUTION NO. _____ - A RESOLUTION REPEALING RESOLUTION NO.25-R-65 AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT (708 69th Street) (ADOPT)

10. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A STANDARD FORM AT-RISK CONSTRUCTION MANAGEMENT CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT FOR 735 PLAINFIELD ROAD BETWEEN BURKE, LLC AND THE VILLAGE OF WILLOWBROOK AT TOTAL COST NOT TO EXCEED \$1,096,056.00 (ADOPT)

11. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DESIGN COLLECTIVE, INC. TO PROVIDE VISIONING AND CONCEPT DESIGN SERVICES TO THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$30,000.00 (ADOPT)

PRIOR BUSINESS

12. TRUSTEES' REPORTS

13. ATTORNEY'S REPORT

14. CLERK'S REPORT

15. ADMINISTRATOR'S REPORT

16. MAYOR'S REPORT

17. EXECUTIVE SESSION

5 ILCS 120/2(c)(21) Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

18. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, DECEMBER 15, 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 Public Works Rick Valent, Chief Lauren Kaspar, Deputy Chief Gerard Wodka, and Deputy Clerk Christine Mardegan.

ABSENT: Director of Parks and Recreation Dustin Kleefisch and Deputy Chief Ben Kadolph.

ALSO PRESENT: Administrative Assistant Jody Wegrzynski.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Mrs. Wegrzynski to lead everyone in saying the Pledge of Allegiance.

4. OATH OF OFFICE - PATROL OFFICER ANDREW PUTNA

Clerk Boerwinkle administered the Oath of Office to Officer Andrew Putna. The Mayor and the Board offered their congratulations and welcomed him to the Village.

5. RECOGNITION OF SERVICE AND RETIREMENT OF CHIEF FINANCIAL OFFICER LORA FLORI

Administrator Halloran, on behalf of the Mayor, Board of Trustees and Village staff, formally recognized and thanked Lora Flori upon her retirement as the Village's Chief Financial Officer. He made the following remarks and presented her with a token from the Village:

During her tenure, Lora provided exceptional financial leadership and stability to the organization. Most notably, the Village adopted three consecutive surplus budgets under her direction, reflecting strong fiscal discipline and long-range planning that has allowed us to continue investing in key capital projects, such

as parks, \$15 million over the last 4 years, and stormwater, which we know is going to be significant over the next 5 years.

During this time, the Village has also earned its first Triple Crown Award for financial reporting excellence, an achievement that the Village continues to receive today, due in large part to the foundation that she helped establish. Lora also played a key role in strengthening the Village's financial position through the development and growth of the Opportunity Reserve Fund. Over the past 3 years, the fund increased to approximately \$11 million providing the Village with meaningful flexibility and long-term financial security.

Beyond her technical expertise, Lora was a valued mentor to staff and a steady, trusted resource to the Village leadership. Her efficiency, institutional knowledge, and commitment to best practices elevated the overall organization and helped ensure smooth daily operations.

On behalf of the Village staff, we extend our sincere appreciation to Lora for her dedicated service and lasting contribution to the Village, and we wish her the very best in her well-earned retirement.

The Mayor also extended his congratulations and personal thanks to Ms. Flori.

6. VISITORS' BUSINESS

None present.

7. 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 November 24, 2025 (APPROVE)
- c. Warrants \$ 3,527,292.67
- d. MOTION - BOARD ADVICE AND CONSENT TO MAYOR'S COMMISSION AND BOARD APPOINTMENTS (PASS)
- e. ORDINANCE NO. 25-O-30 - AN ORDINANCE AMENDING CHAPTER 2 ENTITLED "BUILDING CODE" OF TITLE 4 ENTITLED "MUNICIPAL SERVICES" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK (PASS)

- f. RESOLUTION NO. 25-R-66 - A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE A FIVE (5) YEAR RENEWAL AGREEMENT WITH AXON ENTERPRISES, INC. FOR THE PURCHASE AND MAINTENANCE OF AXON BODY-WORN CAMERAS, AXON FLEET IN-CAR CAMERAS, AND AXON TASERS FOR THE POLICE DEPARTMENT AT A TOTAL COST NOT TO EXCEED \$403,340.43 FOR FIVE (5) YEARS (ADOPT)
- g. RESOLUTION NO. 25-R-67 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND RATIFYING AN AMENDMENT TO THE JOINT AGREEMENT WITH THE SOUTHEAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION ("SEASPAR") (ADOPT)

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

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

MOTION DECLARED CARRIED

Clerk Boerwinkle administered the Oath of Office to Mary Partyka as Plan Commissioner on the Plan Commission.

NEW BUSINESS

8. MOTION - MOTION TO TRANSFER ADDITIONAL SURPLUS FUNDS FROM THE GENERAL FUND TO THE OPPORTUNITY RESERVE FUND (PASS)

Administer Halloran shared at the December 12, 2022 Village Board meeting, the Board passed the following motions:

- Change the General Fund's fund balance policy from 33% (120 days) to a range of 40% to 50% of approved operating expenditure.
- Create an Opportunity Reserve Fund that accounts for the surplus funds transferred from the General Fund and use of these funds, as directed by the Board.
- Transfer \$6,189,686.80 from the General Fund to the Opportunity Reserve Fund.

In keeping with the fund balance policy of the General Fund, which is to keep a reserve of 40-50% of total approved operating expenditures, the targeted fund balance at 40% is \$5,375,437 with surplus funds of \$4,441,563. Village staff recommends transferring the \$4,441,563 surplus funds from the General Fund to the Opportunity Reserve Fund.

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to pass the motion to transfer surplus funds from the General Fund to the Opportunity Reserve Fund 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-68 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A THREE YEAR AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND CINTAS CORPORATION FOR THE PURCHASE OF FACILITY SERVICES AND JANITORIAL SUPPLIES AT A COST NOT TO EXCEED \$42,152.40 (\$14,050.80 ANNUALLY) (ADOPT)

Director Valent explained that the Village currently utilizes multiple vendors to provide facility-related services, including janitorial supplies, floor mats, shop towels, and first aid products, for the Village Hall, Community Resource Center, Police Department, and Public Works facilities. The combined annual cost of these services is approximately \$16,000.

To improve service consistency, simplify invoicing, and secure competitive pricing, staff solicited proposals to consolidate these services under a single vendor. Cintas Corporation submitted a proposal that meets the Village's operational needs while offering flexibility and measurable cost savings.

Cintas participates in the OMNIA Partners Cooperative Purchasing Program, which provides pre-negotiated, competitively solicited contracts that leverage collective purchasing power to achieve lower pricing. Under the proposed agreement, the consolidated services would cost an estimated \$14,050.80 annually, resulting in an approximate annual savings of \$1,500 to the Village.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution 25-R-68 as presented.

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

MOTION DECLARED CARRIED

10. ORDINANCE NO. 25-O-31 - AN ORDINANCE GRANTING APPROVAL OF A FINAL PLAT OF SUBDIVISION AND GRANTING CERTAIN VARIATIONS FROM THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE 5904 WESTERN AVENUE - PENELOPE AND QUINN SUBDIVISION (PASS) PLAT OF SUBDIVISION & VARIATIONS - 5904 WESTERN AVE (PASS)

Director Krol presented a request for approval of a final plat subdivision and associated variations with the subject property, 5904 Western. The petitioner is proposing a minor subdivision to divide one single, existing single-family lot into two single-family residential

lots, both remaining zoned R2. Both lots will meet the minimum size and lot width requirements per UDO. The existing home will remain on Lot 2, and Lot 1 will be sold off for future single-family development.

The subdivision itself is straightforward; however, several variations have been requested due to the historic conditions and the reorientation of the new lot. Currently, the legal front yard faces 59th Street. With the proposed subdivision, Lot 2 becomes reoriented towards Western Avenue, which triggers today's 40-foot yard setback, 30-foot rear yard setback, and the requested variations are necessary to legally recognize these existing conditions. The requested variations to the setback slot coverage and detached garage locations all apply only to the existing conditions on Lot 2. Any future development on either lot must comply with the current building and zoning standards.

The Planning Commission held a public hearing on December 3rd, and unanimously recommended approval with a vote of 5-0. Staff has reviewed all submitted materials and finds the proposal consistent with the comprehensive plan surrounding development and applicable standards for variation.

Mayor Trilla asked if the Village was represented by legal counsel at the committee meeting. Director Krol stated no, but it has been recorded. The Mayor asked if Director Krol was comfortable with the decision to which the Director indicated he is.

MOTION: Made by Trustee Astrella and seconded by Trustee Mistele to pass Ordinance 25-0-31 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

11. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report but wished everyone a Merry Christmas.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report but wished all a Merry Christmas.

12. ATTORNEY'S REPORT

Attorney Durkin had no report but wished everyone Happy Holidays and Happy New Year.

13. CLERK'S REPORT

Clerk Boerwinkle had no report.

14. ADMINISTRATOR'S REPORT

Administrator Halloran provided several updates. He recognized Assistant Administrator Arteaga and thanked him for his work on the Village receiving its second Mayor's Monarch Pledge. This designation reflects the Village's ongoing commitment to environmental stewardship and sustainability throughout the parks.

He also thanked Director Valent and his team for their excellent work with snowplowing during the several significant storms over the past couple of weeks. The Village received many compliments from residents on the job well done.

As a reminder, Winter Lights Week concludes with its final event this Friday from 6:00 p.m. to 7:00 p.m. at Willow Pond. Due to weather conditions, the horse-drawn carriage was canceled last week. However, Santa and Mrs. Claus, along with the horse and carriage, will be present this Friday from 6:00 p.m. to 7:00 p.m.

Additionally, the Board was notified today, for informational purposes, of an update regarding Sawmill Creek. Thirty-seven residents who live adjacent to Sawmill Creek will receive notification from the Village that DuPage County is developing a regional watershed plan, as this is a watershed-related issue. A county-led workshop is anticipated in the spring of 2026.

In closing, Administrator Halloran also wished all a Merry Christmas.

15. MAYOR'S REPORT

The Mayor highlighted the Willow Pond event held on December 6. The Police Department did an outstanding job and was fully present, and the Parks Department did a beautiful job as well. He noted that if you haven't had the opportunity to drive past Willow Pond in the evening, it is highly recommended - it looks very nice.

The Mayor also noted that this is a great time of year to acknowledge the staff and recognize the incredible work they do. He expressed his pride in the team. The citizen survey represents an incredible amount

of work; it provides a snapshot in time and helps drive all of us to continually improve what we do.

He also expressed his pride in his fellow board members, in the work they've done and their shared vision. He noted that there are a lot of spectacular things coming in the next year.

He offered his heartfelt thanks to the board, the staff, and the Police Department. You've all been phenomenal. He wished everyone a Merry Christmas.

16. EXECUTIVE SESSION

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

17. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Berglund to adjourn the Regular Meeting at the hour of 6:57 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

January 12, 2026

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

January 12, 2026

GENERAL CORPORATE FUND	-----	\$	398,463.59
WATER FUND	-----	\$	259,783.45
MOTOR FUEL TAX FUND	-----	\$	20,774.03
SSA ONE BOND & INTEREST FUND	-----	\$	282,750.00
CAPITAL PROJECT FUND	-----	\$	56,296.16
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	22,386.94
OPPORTUNITY RESERVE FUND	-----	\$	2,309.00
TOTAL WARRANTS	-----	\$	1,042,763.17

Amy Curtin, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 12/17/2025 - 01/14/2026

Page 1/15

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
12/22/2025	APCHK	104614*#	25318	ELROD FRIEDMAN LLP	FEES - VILLAGE ATTORNEY	470-239	10		204.00
									204.00
01/06/2026	APCHK	104615	4/7/26 MYSTERY TOUR	NORTH AMERICAN PIZZA	ACTIVE ADULT PROGRAM	590-517	20		1,905.70
01/06/2026	APCHK	104616	1/7/26 SENIOR SHOW	SCALES & TALES TRAVEL	INACTIVE ADULT PROGRAM	590-517	20		1,905.70
									500.00
01/06/2026	APCHK	104617	1/8/26 JFK LECTURE	TIMOTHY S. WILSEY	ACTIVE ADULT PROGRAM	590-517	20		500.00
									210.00
01/07/2026	APCHK	104618	REFUND DUPLICATE	MALLOW HOME BUILDERS	BUILDING PERMITS	310-401	00		210.00
									6,927.58
									6,927.58
01/12/2026	APCHK	104619*#	7209928	ACCESS ONE, INC.	PHONE - TELEPHONES	455-201	10		2,193.84
			7260923		PHONE - TELEPHONES	455-201	10		2,192.00
			7209928		PHONE - TELEPHONES	455-201	20		474.34
			7260923		PHONE - TELEPHONES	455-201	20		473.95
			7209928		PHONE - TELEPHONES	630-201	30		1,423.04
			7260923		PHONE - TELEPHONES	630-201	30		1,421.84
				CHECK APCHK 104619 TOTA					8,179.01
01/12/2026	APCHK	104620	INV0114309	AMERICAN TRAFFIC SOLUT	RED LIGHT - ADJUDICATOR	630-246	30		23,089.00
01/12/2026	APCHK	104621	26858	ARTISTIC ENGRAVING	OPERATING EQUIPMENT	630-401	30		23,089.00
									55.00
01/12/2026	APCHK	104622	2026-03	ASSOCIATED PROPERTY COU	CONTINGENCIES	490-799	10		55.00
									6,600.00
									6,600.00
01/12/2026	APCHK	104624*#	287309210041 DEC'25	AT & T MOBILITY II LLC	PHONE - TELEPHONES	410-201	05		42.33
			287309210041 DEC'25		PHONE - TELEPHONES	455-201	10		42.33
			287309210041 DEC'25		PHONE - TELEPHONES	455-201	20		84.66
			287309143567 DEC'25		PHONE - TELEPHONES	630-201	30		1,640.25
			287345907484 NOV'25		TELEPHONES	710-201	35		78.57
			287309265781 NOV/DE		TELEPHONES	710-201	35		321.23
			287345907484 DEC'25		TELEPHONES	810-201	40		157.14
				CHECK APCHK 104624 TOTA					2,366.51
01/12/2026	APCHK	104625*#	152630	B & E AUTO REPAIR & TOW	MAINTENANCE - BUILDING	630-228	30		202.25
			152678		MAINTENANCE - BUILDING	630-228	30		476.35
			152686		MAINTENANCE - BUILDING	630-228	30		58.95
			152706		MAINTENANCE - BUILDING	630-228	30		223.18
			14642		MAINTENANCE - BUILDING	630-228	30		140.00
			152523		MAINTENANCE - BUILDING	630-228	30		229.15
			152086		MAINTENANCE - BUILDING	630-228	30		104.00
			152735		MAINTENANCE - BUILDING	630-228	30		1,088.44

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Page 2/15

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Fund: 01 GENERAL FUND									
				CHECK APCHK 104625 TOTA					2,522.32
01/12/2026	APCHK	104626	039328	BANNERVILLE USA INC	COMMUNITY EVENTS	585-522	20		85.00
									85.00
01/12/2026	APCHK	104627	45330	BESTWAY CHARTER TRANSP	ACTIVE ADULT PROGRAM	590-517	20		750.00
			45340		ACTIVE ADULT PROGRAM	590-517	20		850.00
			45347		ACTIVE ADULT PROGRAM	590-517	20		750.00
			45377		ACTIVE ADULT PROGRAM	590-517	20		940.00
			45379		ACTIVE ADULT PROGRAM	590-517	20		940.00
			44487		ACTIVE ADULT PROGRAM	590-517	20		940.00
			45384		ACTIVE ADULT PROGRAM	590-517	20		1,050.00
				CHECK APCHK 104627 TOTA					6,220.00
01/12/2026	APCHK	104628*#	52436	BLACK GOLD SEPTIC	MAINTENANCE	725-410	35		250.00
01/12/2026	APCHK	104629	3520	BRIGHTER ELECTRIC	COMMUNITY EVENTS	585-522	20		250.00
01/12/2026	APCHK	104630	352014	BUTTREY RENTAL SERVICE,	EQUIPMENT RENTAL	750-290	35		185.00
01/12/2026	APCHK	104631	LEO95064	CARROLL CONSTRUCTION	SUOPERATING SUPPLIES & EQUIPMEN	710-401	35		185.00
01/12/2026	APCHK	104632	5306	CASE LOTS, INC	MAINTENANCE - BUILDING	466-228	10		285.75
01/12/2026	APCHK	104633	172642	CHOICE SCREEENING	PERSONNEL RECRUITMENT	455-131	10		285.75
									692.53
01/12/2026	APCHK	104634*#	206868	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35		555.40
			206876		FEES - ENGINEERING	720-245	35		555.40
			206871		ENGINEERING SERVICES	820-262	40		28.00
			206872		ENGINEERING SERVICES	820-262	40		28.00
			206873		ENGINEERING SERVICES	820-262	40		28.00
			206874		ENGINEERING SERVICES	820-262	40		28.00
			206875		ENGINEERING SERVICES	820-262	40		28.00
				CHECK APCHK 104634 TOTA					9,359.20
01/12/2026	APCHK	104635#	9697828000 NOV'25	COMED	RED LIGHT - ADJUDICATOR	630-246	30		43.70
			7331017000 NOV'25		RED LIGHT - ADJUDICATOR	630-246	30		58.10
			6741324000 NOV'25		RED LIGHT - ADJUDICATOR	630-246	30		55.10
			0490751222		ENERGY - STREET LIGHTS	745-207	35		1,203.70
			1434811222		ENERGY - STREET LIGHTS	745-207	35		13,129.45
			5199984000 NOV/DEC2		ENERGY - STREET LIGHTS	745-207	35		637.10
			5001177000 NOV'25		ENERGY - STREET LIGHTS	745-207	35		723.48
			4039244000 NOV'25		ENERGY - STREET LIGHTS	745-207	35		68.71

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CHECK DATE FROM 12/17/2025 - 01/14/2026

Page 3/15

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Fund: 01 GENERAL FUND									
			3001964000 NOV'25		ENERGY - STREET LIGHTS	745-207	35		1,404.62
			5166185000 NOV/DEC2		MAINTENANCE - TRAFFIC SIGNALS	745-224	35		125.52
			1765415000 NOV'25		MAINTENANCE - TRAFFIC SIGNALS	745-224	35		965.54
				CHECK APCHK 104635 TOTA					18,415.02
01/12/2026	APCHK	104636*#	5550025657	COMMERCIAL TIRE SERVICE	MAINTENANCE	725-410	35		499.54
			5550025669		MAINTENANCE	725-410	35		500.00
				CHECK APCHK 104636 TOTA					999.54
01/12/2026	APCHK	104637	18754010	CONCENTRA HEALTH SERVIC	PERSONNEL RECRUITMENT	630-131	30		65.00
									65.00
01/12/2026	APCHK	104639#	2025-12-114	DACRA ADJUDICATION LLC	EDP LICENSES	640-263	30		1,500.00
			2025-12-114		EDP LICENSES	815-263	40		1,000.00
				CHECK APCHK 104639 TOTA					2,500.00
01/12/2026	APCHK	104640	DUES 2026	DUPAGE CNTY CHIEFS OF P	FEEES/SUBSCRIPTIONS	630-307	30		825.00
									825.00
01/12/2026	APCHK	104641*#	5889	DUPAGE COUNTY DIV OF TR	MAINTENANCE - TRAFFIC SIGNALS	745-224	35		4,454.76
									4,454.76
01/12/2026	APCHK	104642#	12648A	DUPAGE MAYORS AND MGRS.	SCHOOLS/CONFERENCES/TRAVEL	410-304	05		90.00
			12648A		SCHOOLS/CONFERENCES/TRAVEL	455-304	10		45.00
				CHECK APCHK 104642 TOTA					135.00
01/12/2026	APCHK	104643	43262-3	EAGLE UNIFORM	UNIFORMS	630-345	30		36.00
									36.00
01/12/2026	APCHK	104644*#	4137	FALCO'S LANDSCAPING INC	SNOW REMOVAL CONTRACT	740-287	35		1,000.00
			4131		SPOILS HAULING SERVICES	740-291	35		6,050.00
			4134		SPOILS HAULING SERVICES	740-291	35		6,050.00
				CHECK APCHK 104644 TOTA					13,100.00
01/12/2026	APCHK	104645	9-115-24002	FEDERAL EXPRESS CORP.	POSTAGE & METER RENT	455-311	10		58.13
			9-123-94367		POSTAGE & METER RENT	455-311	10		43.65
				CHECK APCHK 104645 TOTA					101.78
01/12/2026	APCHK	104646*#	11/20-12/3/2025	FLORI, LLC.	FINANCIAL SERVICES	620-252	25		2,215.99
									2,215.99
01/12/2026	APCHK	104648#	1/5/26 WILLOW POND	FOX TOWN PLUMBING INC	COMMUNITY EVENTS	585-522	20		619.94

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 12/17/2025 - 01/14/2026

Page 4/15

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 12/17/2025 - 01/14/2026

Page 5/15

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
01/12/2026	APCHK	104664*#	113441	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25		14,190.00
01/12/2026	APCHK	104665	INV-0997	LAW ENFORCEMENT TRAININ	FEEES/DUES/SUBSCRIPTIONS	630-307	30		14,190.00
									1,620.00
									1,620.00
01/12/2026	APCHK	104666	94326	LAW OFFICES STORINO RAM	FEEES - VILLAGE ATTORNEY	470-239	10		21,598.85
			94326		FEEES - VILLAGE ATTORNEY	470-239	10		612.50
			94326		FEEES - LABOR COUNSEL	470-242	10		1,418.55
			94326		FEEES - LABOR COUNSEL	470-242	10		142.10
			94326		FEEES - LABOR COUNSEL	470-242	10		1,016.75
			94326		FEEES - LABOR COUNSEL	470-242	10		284.20
				CHECK APCHK 104666 TOTA					25,072.95
01/12/2026	APCHK	104667	256644	LEGAL & LIABILITY RISK	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		325.00
01/12/2026	APCHK	104668	JAN 2026	LEONARD B CANNATA	RED LIGHT - ADJUDICATOR	630-246	30		325.00
									660.00
01/12/2026	APCHK	104669	12312025	MALLON AND ASSOCIATES,	FEEES - VILLAGE ATTORNEY	470-239	10		660.00
									5,435.42
									5,435.42
01/12/2026	APCHK	104673#	25-0505	MULTISYSTEM MANAGEMENT	MAINTENANCE - BUILDING	466-228	10		5,670.00
			25-0554		MAINTENANCE - BUILDING	466-228	10		5,670.00
			25-0506		MAINTENANCE - BUILDING	466-228	10		1,222.50
			25-0553		MAINTENANCE - BUILDING	466-228	10		1,222.50
			25-0507		MAINTENANCE - BUILDING	466-228	10		11,880.00
			25-0552		MAINTENANCE - BUILDING	466-228	10		11,880.00
			25-0506		MAINTENANCE - EQUIPMENT	570-411	20		900.00
			25-0553		MAINTENANCE - EQUIPMENT	570-411	20		900.00
			25-0506		MAINTENANCE - BUILDING	630-228	30		1,222.50
			25-0553		MAINTENANCE - BUILDING	630-228	30		1,222.50
				CHECK APCHK 104673 TOTA					41,790.00
01/12/2026	APCHK	104674	072092	MUNICIPAL ELECTRONICS	DMAINTENANCE - BUILDING	630-228	30		127.02
									127.02
01/12/2026	APCHK	104675*#	8377	MUNICIPAL GIS PARTNERS,	OTHER PROFESSIONAL SERVICES	471-425	10		1,002.87
			8377		FEEES - ENGINEERING	720-245	35		1,002.86
			8377		EDP LICENSES	815-263	40		1,002.86
				CHECK APCHK 104675 TOTA					3,008.59
01/12/2026	APCHK	104676#	68455237617 DEC'25	NICOR GAS	NICOR GAS (825 MIDWAY)	570-235	20		362.95
			20624315113 DEC'25		NICOR GAS (825 MIDWAY)	570-235	20		480.08
			95476110002 DEC'25		NICOR GAS (7760 QUINCY)	630-235	30		704.55
				CHECK APCHK 104676 TOTA					1,547.58

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
01/12/2026	APCHK	104677	22295	NJ RYAN TREE & LANDSCAPE	SNOW REMOVAL CONTRACT	740-287	35		2,635.00
			22296		SNOW REMOVAL CONTRACT	740-287	35		5,635.00
			22293		SPOILS HAULING SERVICES	740-291	35		6,800.00
			22294		SPOILS HAULING SERVICES	740-291	35		7,200.00
				CHECK APCHK 104677 TOTA					22,270.00
01/12/2026	APCHK	104678	58002	NUTOYS LEISURE PRODUCTS	MAINTENANCE - EQUIPMENT	570-411	20		4,112.00
01/12/2026	APCHK	104679	1017028145	OCCUPATIONAL HEALTH CEN	PERSONNEL RECRUITMENT	455-131	10		4,112.00 116.00 116.00
01/12/2026	APCHK	104680#	58372	ODELSON MURPHEY FRAZIER	FEEES - VILLAGE ATTORNEY	470-239	10		126.67
			58372		FEEES - FIELD COURT ATTORNEY	630-241	30		221.66
			58372		LEGAL FEES	820-239	40		126.67
				CHECK APCHK 104680 TOTA					475.00
01/12/2026	APCHK	104681#	5579046	ORBIS SOLUTIONS	SCHOOLS/CONFERENCES/TRAVEL	455-304	10		280.00
			5579139		CONSULTING SERVICES - IT	460-306	10		1,054.35
			5579139		INFORMATIONAL TECH SERVICES	555-308	20		421.74
			5579139		INFORMATIONAL TECH SERVICES	640-308	30		4,428.28
			5579139		INFORMATIONAL TECH SERVICES	715-308	35		702.91
			5579139		INFORMATIONAL TECH SERVICES	815-308	40		421.74
				CHECK APCHK 104681 TOTA					7,309.02
01/12/2026	APCHK	104682	188360	P.F. PETTIBONE & CO.	PRINTING & PUBLISHING	630-302	30		22.00 22.00
01/12/2026	APCHK	104684*#	MP-T00032625	PIRTEK	MAINTENANCE	725-410	35		142.48
			MP-T00032907		MAINTENANCE	725-410	35		253.91
				CHECK APCHK 104684 TOTA					396.39
01/12/2026	APCHK	104685	0021030	PLEASANTDALE PARK DISTRCOMMUNITY EVENTS		585-522	20		180.00 180.00
01/12/2026	APCHK	104687	1285	RAGS ELECTRIC, INC	MAINTENANCE	725-410	35		12,930.10 12,930.10
01/12/2026	APCHK	104688	2449756	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30		19.00
			2449706		UNIFORMS	630-345	30		16.00
				CHECK APCHK 104688 TOTA					35.00
01/12/2026	APCHK	104689	SPI21387182	RUSO'S POWER EQUIPMENTOPERATING SUPPLIES & EQUIPMEN		710-401	35		559.98
01/12/2026	APCHK	104690	023738	RUTH LAKE COUNTRY CLUB ACTIVE ADULT PROGRAM		590-517	20		559.98 6,835.50

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 12/17/2025 - 01/14/2026

Page 7/15

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
									6,835.50
01/12/2026	APCHK	104691	3052977	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP.820-260		40		4,021.01
			3214281		BUILDING, PLAN REVIEW & INSP.820-260		40		2,960.58
			CHECK APCHK 104691 TOTA						6,981.59
01/12/2026	APCHK	104694	203739300 NOV/DEC'2	T-MOBILE	PHONE - TELEPHONES	455-201	20		320.04
01/12/2026	APCHK	104696	0214175-IN	TAMELING INDUSTRIES	SALT	755-331	35		320.04
									520.38
01/12/2026	APCHK	104697	DECEMBER 2025 DUES	TEAMSTERS LOCAL 700	UNION DUES - PUBLIC WORKS	210-224	00		520.38
									172.00
									172.00
01/12/2026	APCHK	104698	25-2634	THOMPSON ELEV. INSPECT.	ELEVATOR INSPECTION	830-117	40		43.00
			25-2670		ELEVATOR INSPECTION	830-117	40		43.00
			CHECK APCHK 104698 TOTA						86.00
01/12/2026	APCHK	104699*#	UPS2025-WIBK1105202	UNDERGROUND PIPE SOLUTI	STORM WATER IMPROVEMENTS MAIN	750-381	35		4,000.00
			UPS2025-WIBK1113202		STORM WATER IMPROVEMENTS MAIN	750-381	35		5,037.50
			UPS2025-WIBK1219202		STORM WATER IMPROVEMENTS MAIN	750-381	35		1,600.00
			UPS2026-WIBK0102202		STREET IMPROVEMENTS	765-685	35		3,425.00
			CHECK APCHK 104699 TOTA						14,062.50
01/12/2026	APCHK	104700	01007428	UNIFORMS DIRECT LLC	OPERATING EQUIPMENT	630-401	30		2,744.99
									2,744.99
01/12/2026	APCHK	104703#	INV12526386	VONAGE BUSINESS INC.	PHONE - TELEPHONES	455-201	10		321.60
			INV12526386		PHONE - TELEPHONES	455-201	20		97.88
			INV12526386		PHONE - TELEPHONES	630-201	30		783.01
			INV12526386		TELEPHONES	710-201	35		97.88
			INV12526386		TELEPHONES	810-201	40		97.88
			CHECK APCHK 104703 TOTA						1,398.25
01/12/2026	APCHK	104706	0007851-IN	WEST CENTRAL MUNICIPAL	TREE MAINTENANCE	750-338	35		4,495.00
									4,495.00
01/12/2026	APCHK	481 (E) #	1P49-7337-YX9M	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10		76.41
			1P49-7337-YX9M		FEES/DUES/SUBSCRIPTIONS	455-307	10		179.00
			1P49-7337-YX9M		OFFICE/GENERAL PROGRAM SUPPLI	550-301	20		152.07
			1P49-7337-YX9M		MAINTENANCE - BUILDING	630-228	30		120.77
			1P49-7337-YX9M		CARES PROGRAM (SHOP W/COP)	630-244	30		43.99
			1P49-7337-YX9M		OFFICE SUPPLIES	630-301	30		317.72
			1P49-7337-YX9M		OPERATING EQUIPMENT	630-401	30		591.88
			1P49-7337-YX9M		OPERATING EQUIPMENT	630-401	30		(60.79)

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 12/17/2025 - 01/14/2026

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
			1YV7-9N6H-YVMJ		OPERATING EQUIPMENT	630-401	30		(18.60)
			1XR-F9KW-16XQ		OPERATING EQUIPMENT	630-401	30		(18.60)
			11X3-9YQH-YY9K		OPERATING EQUIPMENT	630-401	30		(18.60)
			1CYK-CW33-49N6		OPERATING EQUIPMENT	630-401	30		(24.79)
			1P49-7337-YX9M		OFFICE SUPPLIES	710-301	35		85.90
			CHECK APCHK 481(E) TOTA						1,426.36
			Total for fund 01 GENERAL FUND						398,463.59

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 02 WATER FUND									
01/12/2026	APCHK	104619*#	7209928 7260923	ACCESS ONE, INC.	PHONE - TELEPHONES PHONE - TELEPHONES	401-201 401-201	50 50		1,838.09 <hr/> 1,836.54
				CHECK APCHK 104619 TOTA					3,674.63
01/12/2026	APCHK	104623	41307	ASSOCIATED TECHNICAL SELEAK SURVEYS		430-276	50		752.00 752.00
01/12/2026	APCHK	104624*#	287345907484 NOV'25	AT & T MOBILITY II LLC	PHONE - TELEPHONES	401-201	50		78.57 78.57
01/12/2026	APCHK	104625*#	15198	B & E AUTO REPAIR & TOW	VEHICLE MAINTENANCE	401-350	50		100.00 100.00
01/12/2026	APCHK	104628*#	52436	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB	425-474	50		250.00 250.00
01/12/2026	APCHK	104634*#	206867	CHRISTOPHER B. BURKE	SPECIAL PROJECTS	401-310	50		5,892.00 5,892.00
01/12/2026	APCHK	104636*#	5550025657 5550025669	COMMERCIAL TIRE SERVICE	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	401-350 401-350	50 50		499.54 <hr/> 500.00
				CHECK APCHK 104636 TOTA					999.54
01/12/2026	APCHK	104638	Y186591	CORE & MAIN LP	NEW METERING EQUIPMENT	435-461	50		4,693.36 4,693.36
01/12/2026	APCHK	104644*#	4136 4132 4139 4140	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MA SPOILS HAULING SERVICES SPOILS HAULING SERVICES SPOILS HAULING SERVICES	430-277 430-280 430-280 430-280	50 50 50 50		3,800.00 6,600.00 7,150.00 <hr/> 7,700.00
				CHECK APCHK 104644 TOTA					25,250.00
01/12/2026	APCHK	104646*#	11/20-12/3/2025	FLORI, LLC.	FINANCIALS SERVICES	401-309	50		1,477.34
01/12/2026	APCHK	104647	IN001-2118257	FORCE AMERICA DISTRIBUT	VEHICLE MAINTENANCE	401-350	50		1,477.34 66.15
									66.15
01/12/2026	APCHK	104651*#	17884 17897 17907	H AND R CONSTRUCTION IN	WATER DISTRIBUTION REPAIRS/MA WATER DISTRIBUTION REPAIRS/MA WATER DISTRIBUTION REPAIRS/MA	430-277 430-277 430-277	50 50 50		7,500.00 1,400.00 <hr/> 5,900.00
				CHECK APCHK 104651 TOTA					14,800.00
01/12/2026	APCHK	104664*#	113441	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50		9,460.00 9,460.00

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User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 12/17/2025 - 01/14/2026

Page 10/15

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 02 WATER FUND									
01/12/2026	APCHK	104670	INV079779	METROPOLITAN INDUSTRIES	EDP LICENSES	417-263	50		138.00
									138.00
01/12/2026	APCHK	104671	259745A	MID AMERICAN WATER	WATER DISTRIBUTION REPAIRS/MA	430-277	50		4,499.00
									4,499.00
01/12/2026	APCHK	104675*#	8377	MUNICIPAL GIS PARTNERS,	FEES - ENGINEERING	405-245	50		1,002.87
									1,002.87
01/12/2026	APCHK	104683	450-257680	PARTS AUTHORITY LLC	VEHICLE MAINTENANCE	401-350	50		52.20
			450-260038		VEHICLE MAINTENANCE	401-350	50		21.95
			450-261682		VEHICLE MAINTENANCE	401-350	50		21.66
			CHECK APCHK 104683 TOTA						95.81
01/12/2026	APCHK	104684*#	MP-T00032625	PIRTEK	VEHICLE MAINTENANCE	401-350	50		142.51
			MP-T00032907		VEHICLE MAINTENANCE	401-350	50		253.94
			CHECK APCHK 104684 TOTA						396.45
01/12/2026	APCHK	104686	848779	QUIK IMPRESSIONS GROUP	FEES - ENGINEERING	405-245	50		1,143.14
01/12/2026	APCHK	104692	01/07/2026	SCHROEDER ASPHALT	CUSTOMER OVERPAYMENT	280-135	00		1,143.14
									717.68
01/12/2026	APCHK	104695	TG5 DECEMBER 2025	TAMELING GRADING	STREET IMPROVEMENTS SERVICES	430-281	50		717.68
									1,740.00
									1,740.00
01/12/2026	APCHK	104699*#	UPS2025-WIBK1229202	UNDERGROUND PIPE SOLUTIV	VEHICLE MAINTENANCE	401-350	50		600.00
			UPS2025-WIBK1230202		WATER DISTRIBUTION REPAIRS/MA	430-277	50		3,900.00
			UPS2026-WIBK0104202		WATER DISTRIBUTION REPAIRS/MA	430-277	50		4,900.00
			UPS2026-WIBK0105202		WATER DISTRIBUTION REPAIRS/MA	430-277	50		5,500.00
			UPS2026-WIBK0102202		STREET IMPROVEMENTS SERVICES	430-281	50		3,425.00
			CHECK APCHK 104699 TOTA						18,325.00
01/12/2026	APCHK	104702	57573	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50		862.06
			57573		POSTAGE & METER RENT	401-311	50		916.65
			CHECK APCHK 104702 TOTA						1,778.71
01/12/2026	APCHK	104704	1739	WATERLY	EDP LICENSES	417-263	50		5,448.00
01/12/2026	APCHK	104705	3358713	WELCH BROS., INC	MATERIAL & SUPPLIES - DISTRIB	430-476	50		5,448.00
									1,542.00
01/12/2026	APCHK	482 (E)	DECEMBER 2025	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50		1,542.00
									155,463.20
									155,463.20
									259,783.45
			Total for fund 02 WATER FUND						

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 12/17/2025 - 01/14/2026

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 04 MOTOR FUEL TAX FUND									
01/12/2026	APCHK	104672	5403886220	MORTON SALT INC	ROCK SALT	410-371	56		14,467.40
			5403886219		ROCK SALT	410-371	56		6,306.63
				CHECK APCHK 104672 TOTA					20,774.03
					Total for fund 04 MOTOR FUEL TAX FUND				20,774.03

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 06 SSA ONE BOND & INTEREST FUND									
12/22/2025	APCHK	480(E)	SSA BONDS DUE 1/2/2	MICHIGAN STATE UNIVERSIBOND PRINCIPAL EXPENSE		550-401	60		245,000.00
			SSA BONDS DUE 1/2/2		BOND INTEREST EXPENSE	550-402	60		37,750.00
				CHECK APCHK 480(E) TOTA					282,750.00
					Total for fund 06 SSA ONE BOND & INTEREST				282,750.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 10 CAPITAL PROJECT FUND									
01/12/2026	APCHK	104634*#	206870	CHRISTOPHER B. BURKE	RESURFACING	600-313	55		6,596.66
			206869		CREEKSIDE PARK IMPROVEMENTS	600-345	55		9,031.00
			CHECK APCHK 104634 TOTA						
01/12/2026	APCHK	104693	57121	STRUCTURA INC.	BORSE PARK - PHASE III	600-355	55		40,001.00
01/12/2026	APCHK	104701	24-1344-09	UPLAND DESIGN, LTD.	BORSE PARK - PHASE III	600-355	55		40,001.00
									667.50
									667.50
Total for fund 10 CAPITAL PROJECT FUND									56,296.16

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User: EKOMPERDA
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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 12/17/2025 - 01/14/2026

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX									
12/22/2025	APCHK	104614*#	25319	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15		9,013.50
									9,013.50
01/12/2026	APCHK	104641*#	5889	DUPAGE COUNTY DIV OF TRMAINT	TRAFFIC SIGNALS	745-224	15		4,454.76
01/12/2026	APCHK	104653	00001 *2798	HINSDALE BANK	DEBT SERVICE INTEREST EXPENSE	550-402	15		4,454.76
									7,779.07
									7,779.07
01/12/2026	APCHK	104657*#	67451	ILLINOIS DEPT. OF TRANSMaint	TRAFFIC SIGNALS	745-224	15		1,139.61
									1,139.61
					Total for fund 15 RT 83/PLAINFIELD RD BUS				22,386.94

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount	
Fund: 18 OPPORTUNITY RESERVE FUND										
12/22/2025	APCHK	104614*#	25320	ELROD FRIEDMAN LLP	OTHER PROFESSIONAL SERVICES	471-425	62		706.50	
			25321		OTHER PROFESSIONAL SERVICES	471-425	62		1,602.50	
				CHECK APCHK 104614 TOTA					2,309.00	
					Total for fund 18 OPPORTUNITY RESERVE FUN					2,309.00
				TOTAL - ALL FUNDS					1,042,763.17	

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
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BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.d.

DATE: January 12, 2026

SUBJECT:

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK,
ILLINOIS AND DUPAGE METROPOLITAN ENFORCEMENT GROUP

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Approve and authorize the execution of an intergovernmental agreement between the Village of Willowbrook, Illinois and DuPage Metropolitan Enforcement Group.

BACKGROUND/SUMMARY

The DuPage Metropolitan Enforcement Group (DuMEG) was established in 1985 to provide a county-wide approach, linking local, county, state, and federal law enforcement agencies together, to combat illicit drug trafficking. DuMEG is supervised by a local Policy Board that reports to the Director of the Illinois State Police and operates in accordance with the Intergovernmental Drug Law Enforcement Act. The Village of Willowbrook has been a participant in DuMEG at varying times since its inception. This Intergovernmental Agreement will continue the Village's membership in DuMEG which was reestablished in July of 2022.

Funding for the DuMEG Unit is based on a set contribution per full-time police office in each community. In addition, some communities assign an officer to DuMEG on a full-time basis.

DuMEG has been an effective organization combating drug trafficking in DuPage County. With an increase in drug involved death investigations, now is an appropriate time to continue the Village's relationship with DuMEG. This collaboration with DuMEG will aid our Investigation Division in their drug involved investigations providing additional resources.

In April of 2025, the Village Board approved a similar IGA with DuMEG which covered their fiscal year from July 2025 through June 2026, however the recent passage of HB2586 has prompted a need for an amendment to the original IGA.

HB2568 expands Indemnification Coverage for MEG Members. One of the key changes in House Amendment 3 to HB 2586 is that the definition of "employee" in the Illinois State Employee Indemnification Act is expanded to include:



- Sworn members of Metropolitan Enforcement Groups (MEGs) (provided all member officers are covered by the Act).
- Also law enforcement organizations formed under the *Intergovernmental Cooperation Act* for criminal enforcement if the Illinois State Police is a party to the agreement.

This means that officers participating in MEGs may now receive state indemnification protections (e.g., defense and liability coverage) for actions taken in the course of their duties, similar to state employees. Although, Willowbrook does not have any sworn members of DuMEG, the change requires all member agencies, whether they are a manpower contributing member or financial contributing member, to resign the amended IGA.

FINANCIAL IMPACT

The Village's "fair share" contribution to DuMEG for the 2026/2027 fiscal year is 14,040. This amount represents a \$520.00 contribution per authorized police officer (27 authorized). The "fair share" contribution will be budgeted for FY26/27.

RECOMMENDED ACTION:

Adopt the resolution.

RESOLUTION NO. 26-R- _____

**A RESOLUTION TO APPROVE
AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK, ILLINOIS AND
DUPAGE METROPOLITAN ENFORCEMENT GROUP**

WHEREAS, the Constitution of the State of Illinois of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides for the formation of intergovernmental agreements for, among other things, law enforcement Mutual Aid associations; and

WHEREAS, the Village of Willowbrook, Illinois (the “Village”) and the DuPage Metropolitan Enforcement Group (“DUMEG”) wish to enter into an intergovernmental agreement (the “Agreement”), a copy of which is attached hereto as Exhibit “A” and made a part hereof, wherein the Village will reestablish its participation as a member of DUMEG and further authorize the Village’s payment of an annual “Fair Share” contribution to DUMEG in the sum of Fourteen Thousand Forty and 00/100ths Dollars (\$14,040.00); and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village enter into the Agreement with DUMEG and to approve the Village’s annual “Fair Share” contribution in the sum of Fourteen Thousand Forty and 00/100ths Dollars (\$14,040.00).

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

SECTION 1: The foregoing preambles are hereby incorporated as if fully recited herein.

SECTION 2: The corporate authorities of the Village of Willowbrook hereby determine that it is advisable, necessary and in the best interest of the Village to enter into and do hereby approve that certain Intergovernmental Agreement with DUMEG.

SECTION 3: An annual “Fair Share” contribution to DUMEG in the sum of Fourteen Thousand Forty and 00/100ths Dollars (\$14,040.00), is hereby approved.

SECTION 4: The Village Police Chief shall be and is hereby authorized and directed to execute, on behalf of the Village, the Intergovernmental Agreement, in substantially the same form as attached hereto as Exhibit “A”, and made a part hereof.

SECTION 5: The Village’s Chief of Police is hereby authorized and direct to execute any and all necessary forms or other supplemental documents related to the Agreement.

SECTION 6: This Resolution shall take effect upon its passage and approval in accordance with law.

ADOPTED and APPROVED this 12th day of January, 2026, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**Intergovernmental Agreement
By and Between
The Village of Willowbrook and
DuPage Metropolitan Enforcement Group (“DUMEG”)**

DUPAGE METROPOLITAN ENFORCEMENT GROUP

INTERGOVERNMENTAL AGREEMENT

The undersigned public agencies, charged with the duty of enforcing the law and protecting their citizens from illegal activity including the trafficking of narcotics, guns, and humans, agree to pool and integrate law enforcement resources. The Parties recognize that the jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime within the designated counties and among the major municipalities within said counties. The parties further recognize that the most effective means to accomplish that duty is through the pooling of resources and joint exercise of respective authorities. Each Party enters into this Intergovernmental Agreement to provide citizens the most effective law enforcement protection against those who engage in actions detrimental to the public safety.

In consideration of the terms herein set forth and the mutual covenants and obligations of the Parties hereto, the undersigned agree to the following:

I. PARTIES

The parties to this agreement are:

Addison Police Department	Bloomington Police Department
Bensenville Police Department	Burr Ridge Police Department
Carol Stream Police Department	Clarendon Hills Police Department
Darien Police Department	Downers Grove Police Department
DuPage County State's Attorney's Office	Glen Ellyn Police Department
Glendale Heights Police Department	Hinsdale Police Department
Homeland Security Investigations	Illinois State Police
Itasca Police Department	Lisle Police Department
Lombard Police Department	Oak Brook Police Department
Roselle Police Department	Villa Park Police Department
Warrenville Police Department	Westmont Police Department
Willowbrook Police Department	Winfield Police Department
Wood Dale Police Department	Woodridge Police Department

II. AUTHORITY

The Parties hereby enter into this Agreement pursuant to Article VII, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1) *et seq.*, and the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/1 *et seq.*, (the "Act").

III. PURPOSE

The purpose of this agreement is to create a multi-jurisdictional authority to be known as DuPage Metropolitan Enforcement Group hereinafter referred to as the Metropolitan Enforcement Group. The Agreement will set forth the rules, policies, and understanding between the departments. The Metropolitan Enforcement Group will direct its primary enforcement efforts in the following areas:

- A. Covert and overt investigations concerning individuals engaged in illicit criminal activities with specific emphasis on trafficking of drugs, guns, and humans;
- B. Development of intelligence data regarding criminal activity in the area;
- C. Assist local agencies with case development for those investigations that are beyond capabilities of the requesting agency and/or those investigations that indicate a mid-level drug conspiracy or higher;
- D. Dissemination of intelligence activities to the appropriate federal, state, and local law enforcement agencies;
- E. Establishment of liaison with the State's Attorney's Offices and the United States Attorney's Office for legal advice and encouragement of vigorous prosecution of developed cases.
- F. Limit its operations to enforcement of drug laws; enforcement of Sections 10-9, 24-1, 24-1.1, 24-1.2, 24-1.2-5, 24-1.5, 24-1.7, 24-1.8, 24-2.1, 24-2.2, 24-3, 24-3.1, 24-3.2, 24-3.3, 24-3.4, 24-3.5, 24-3.7, 24-3.8, 24-3.9, 24-3A, 24-3B, 24-4, and 24-5 of the Criminal Code of 2012; Sections 2, 3, 6.1, 14 of the Firearm Owners Identification Card Act; and the investigation of street gang related offenses.

IV. ORGANIZATION

A. Policy Board

The Parties agree that a Policy Board shall be established to ensure effective use of personnel in the enforcement of laws concerning drugs, trafficking in persons, involuntary servitude, Firearm Owners Identification Card Act, the investigation of street gang related offenses. The MEG Policy Board shall be composed of an elected official, or his designee, and the Chief Law Enforcement Officer, or his designee, from each participating unit of local government to oversee the operations of the MEG and make such reports to the Director of the State Police as that Department may require.

B. Operating Director

The Policy Board shall designate by majority vote, an Operating Director, who shall be responsible for the daily operation of the MEG. The Operating Director shall report and be accountable to the Director of ISP and the Policy Board.

C. Chairman and Fiscal Officer

The Policy Board shall designate by majority vote, a Chairman. The Policy Board shall also designate an elected official from a participating agency as a Fiscal or Financial Officer. The Fiscal Officer shall be the sole Fiscal Officer for the MEG, who shall receive and disburse grant funds for the MEG, but at no time shall s/he consider the contribution of manpower or personnel from the Illinois State Police as a basis for the 50 percent matching grant from the state for the total operating budget from The Village of Glendale Heights. The Director of the Illinois State Police shall monitor The Village of Glendale Heights and determine its eligibility to receive State funding.

V. **DURATION**

This agreement will be effective upon its execution by all the signed parties and will supersede any and all previous agreements. This agreement will be reviewed every year and renewed every two years or as otherwise needed.

VI. **DUTIES OF THE ILLINOIS STATE POLICE**

- A. Monitor the operations of the MEG and determine the MEG's eligibility to receive State grants under the Act;
- B. Coordinate the operations of all MEG units and establish reasonable rules and regulations;
- C. Conduct investigations the Director deems necessary to carry out its duties under the Act;
- D. Provide training in proactive enforcement techniques and covert investigative methods as well as continuing training as outlined in the Onboarding agreement;
- E. Provide specialized equipment and/or communications devices; Subject to availability.
- F. May provide facilities for storage of evidence obtained during MEG investigations and resources to dispose of said evidence upon authority of the appropriate prosecuting authority and/or within the guidelines as established by the Illinois State Police;
- G. Appoint Metropolitan Enforcement Group officers as "Inspectors"

of the Illinois State Police and the issuance of credentials pursuant to the authority in 20 ILCS 2620/4;

Any credentials, equipment and components assigned or issued by ISP to any officer must be surrendered to the ISP upon termination of the officer's affiliation with the Metropolitan Enforcement Group.

VII. DUTIES OF THE MEG POLICY BOARD

- A. Oversee the operations of the MEG and make such reports to the ISP as the Director may require;
- B. Designate a single appropriate elected official of a participating unit of local government to act as the financial officer of the MEG for all participating units of local government and to receive funds for the operation of the MEG.
- C. Designate a Metropolitan Enforcement Group Operating Director who will:
 - 1. Be responsible for the overall direction and supervision of the assigned work force;
 - 2. Devise, implement, arrange and administer training for personnel assigned to the Metropolitan Enforcement Group;
 - 3. Be responsible for the submission of grant proposals and monetary requests to the Illinois Criminal Justice Information Authority;
 - 4. Be responsible for oversight of the Metropolitan Enforcement Group asset forfeiture program in accordance with ISP policy, as well as the approval of all expenditures of Metropolitan Enforcement Group funds acquired through State and Federal asset forfeitures and court fines and fees;
- D. Designate a Metropolitan Enforcement Group Supervisor who will:
 - 1. Act under the direction of the Metropolitan Enforcement Group Operating Director;
 - 2. Be responsible for the daily operations of their assigned squad and the direct supervision of the assigned work force;
 - 3. Develop, implement, and arrange/administer training for personnel assigned to their supervision;

4. Review, analyze, document and approve use of official advance funds in accordance with ISP reporting practices and directives;
5. Be responsible for overtime approval and assuring accurate procedures are being followed by Metropolitan Enforcement Group officers;
6. Be responsible for apprising the Metropolitan Enforcement Group \ Director of the unit's operations and assist in the formulation of activity reports;
7. Be responsible for other duties as prescribed by the Metropolitan Enforcement Group Director.

VIII. OTHER OPERATIONAL CONSIDERATIONS

A. Metropolitan Enforcement Group Members

1. If personnel are assigned, officers will be of full-time status from the ISP or local law enforcement agencies. Such officers shall, prior to appointment, pass an ISP background investigation. The officer shall not be subject to any current or pending disciplinary actions;
2. The officer will enter into an onboarding agreement with the Metropolitan Enforcement Group which will outline the expectations during the time as a Metropolitan Enforcement Group member. The officer will adhere to all aspects of the agreement during their time on the Metropolitan Enforcement Group;
3. Will adhere to all laws of the State of Illinois and the United States of America;
4. Will comply with their respective agency's policies and procedures as they apply to personnel issues, i.e. salary, overtime, vacation, holiday, and sick time, authorized weapons and vehicle usage;
5. Will agree to participate in the ISP random drug testing policy and to submit to an ISP sanctioned drug test upon request.

6. Report writing and case preparation procedures shall be utilized to document enforcement activities undertaken by the Metropolitan Enforcement Group.
7. All investigations should be deconflicted through the Illinois Statewide Terrorism and Intelligence Center.
8. The ISP Official Advance Funds policies will govern Metropolitan Enforcement Group operations if units chose to utilized Official Advanced Funds provided by ISP.
9. A copy of the directives expected to be followed will be given to the Metropolitan Enforcement Group officer with their onboarding information.

IX. MISCONDUCT

- A. Misconduct by officers of the Metropolitan Enforcement Group shall include the following:
 1. Commission of a criminal offense;
 2. Neglect of duties;
 3. Violation of Metropolitan Enforcement Group policies and/or rules of procedures;
 4. Conduct which may tend to reflect unfavorably upon any of the parties to this agreement.
- B. Upon receipt of a complaint from a law enforcement agency, a states attorney's office, or any other credible source alleging misconduct by a Metropolitan Enforcement Group officer, the following procedures will be initiated:
 1. The Metropolitan Enforcement Group Director shall conduct a preliminary review of the allegations to verify the complaint and to determine the nature, scope, and need to conduct a follow up investigation;
 2. In the event the allegations appear to be credible, the Metropolitan Enforcement Group Director will notify the Zone Commander and the chief executive of the officer's parent agency;

3. If the complaint is of a non-criminal nature, the Metropolitan Enforcement Group Director and chief executive of the officer's parent agency will determine who will conduct the investigation. If the complaint is verified, the parent agency will implement disciplinary action as deemed necessary;
4. If the complaint is of a criminal nature, the Metropolitan Enforcement Group Director and agency head shall require a criminal investigation be conducted by the ISP Division of Internal Investigation. The investigation will be forwarded to the respective States Attorney's office for decision on prosecution.

X. REPORTING

- A. The Metropolitan Enforcement Group Director will immediately notify the respective departments if there are any issues concerning the assigned officer;
- B. The Metropolitan Enforcement Group Director shall evaluate officers on a yearly basis; the evaluation tool will be determined by the Metropolitan Enforcement Group Director in agreement with the parent agency and retained as part of the Inspector's personnel file. The officer will stay on the unit if both parties agree the officer is performing their duties to the best of their ability and is proactively seeking new investigations, making arrests, and effectively impacting the community. If the MEG Director and parent agency determine the officer is no longer effective in the unit, the officer will be removed and reassigned as the parent agency sees fit;
- C. The Metropolitan Enforcement Group Director will present statistics for investigations, arrests, seizures and search warrants for the assigned officer at each board meeting, which will convene at least quarterly or as directed by the unit board of Directors.
- D. The Metropolitan Enforcement Group Director will submit statistics, table of organizations, budgets, and any additional information requested by the ISP immediately upon request.

XI. LIABILITY

- A. The ISP and/or the State of Illinois shall provide representation and indemnification to the extent permitted by law to Metropolitan Enforcement Group officers in the event that any civil proceeding is commenced against such Metropolitan Enforcement Group officer alleging the deprivation of a civil or constitutional right arising out of any act or omission occurring within the scope of Metropolitan Enforcement Group activities provided that such actions were not the result of the officers intentional, willful, or wanton misconduct;

- B. Each agency will accept liability, to the extent required by the Illinois Workers' Compensation Act (820 ILCS 305/1) for personal injuries occurring to its officers while engaged in Metropolitan Enforcement Group activities.

XII. TERMINATION/MODIFICATION OF AGREEMENT

- A. Any party may withdraw from this agreement 30 days after providing written notice of withdrawal to all other parties. Withdrawal of any party will not affect the agreement with respect to the remaining parties. Any modification of this agreement requires written approval by all parties.
- B. The Metropolitan Enforcement Group policy board may disband the operation of this Metropolitan Enforcement Group at any time by a majority vote where upon this agreement will be terminated. All Metropolitan Enforcement Group property obtained through grants from the Illinois Criminal Justice Information Authority shall be disposed of consistent with current property management or disposition guidelines issued by either the Authority's Office of Federal Assistance Programs or the Illinois Criminal Justice Information Authority.
- C. At the time of termination, the active participating agencies will vote on the disbursement of the non-grant Metropolitan Enforcement Group assets and forfeited assets.

XII. REVIEW AND ACCEPTANCE VERIFICATION

I certify that I am the Chief Executive Officer for my agency or that I have the authority to represent said agency in the execution of the herein Interagency Agreement. I further certify that I have reviewed and accept the terms and conditions of said Interagency Agreement.

Name: _____
Signature: _____
Title: _____
Date: _____
Agency: _____

Name: _____
Signature: _____
Title: _____
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Agency: _____

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Name: _____
Signature: _____
Title: _____
Date: _____
Agency: _____



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.e.

DATE: January 12, 2026

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AUTHORIZING
AND APPROVING A SIDE LETTER AGREEMENT WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, LOCAL 700

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff is asking the Board of Trustees to approve the resolution authorizing a side letter to the Public Works Collective Bargaining Agreement (CBA) with Teamsters Local 700.

BACKGROUND/SUMMARY

On November 24, 2025, the Village Board of Trustees approved a Collective Bargaining Agreement between the Village of Willowbrook and Teamsters Local 700 to provide representation for the Village's Public Works (PW) Maintenance Technicians.

While undergoing the interview and hiring process for PW Maintenance Technicians, the Village identified several items that required attention due to prospective employee offers and requests. The CBA side letter pertains to the following items:

- The ability to increase the number of bargaining unit members
- The ability for the Village to offer additional Vacation Leave allotments to prospective hires
- The ability for the Village to offer additional wage increases to probationary employees on 5/1/26
- The ability to offer child birth/adoption leave and bereavement leave to members of the bargaining unit

A copy of the Side Letter is incorporated in the resolution as "Exhibit A"

FINANCIAL IMPACT

There is no significant financial impact at this time.

RECOMMENDED ACTION:

Staff recommends approving the resolution authorizing a side letter to the Public Works Collective Bargaining Agreement.

RESOLUTION NO. 26-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AUTHORIZING
AND APPROVING A SIDE LETTER AGREEMENT WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, LOCAL 700**

WHEREAS, the Village of Willowbrook (“Village”) and the International Brotherhood of Teamsters, Local 700 (“Union”) are parties to a collective bargaining agreement that governs the wages, benefits, terms and conditions of employment of full-time maintenance technicians employed by the Village (“Agreement”); and

WHEREAS, the Village desires to increase the number of bargaining unit members by hiring additional bargaining unit members, and to provide additional vacation benefits that are comparable to the vacation benefits currently provided to such employees by their current employers, based upon years of service; and

WHEREAS, the Village and Union desire to provide additional paid benefits to bargaining unit members and to provide wage increases to probationary employees on May 1, 2026.

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

SECTION 1: That certain “Side Letter Agreement between the Village of Willowbrook and International Brotherhood of Teamsters, Local 700”, a copy of which is attached hereto as Exhibit “A”, is hereby approved.

SECTION 2: The Village Mayor is hereby authorized and directed to execute the Side Letter Agreement on behalf of the Village.

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

PASSED and **APPROVED** this 12th day of January, 2026 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

Side Letter Agreement

**SIDE LETTER AGREEMENT
BETWEEN THE VILLAGE OF WILLOWBROOK AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 700**

This SIDE LETTER AGREEMENT is entered into by and between the VILLAGE OF WILLOWBROOK ("Village") and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 700 ("Union"), this 22nd day of December, 2025.

WHEREAS, the Village and the Union are parties to a collective bargaining agreement that governs the wages, benefits, terms and conditions of employment of full-time Maintenance Technicians employed by the Village (the "Agreement"); and

WHEREAS, the Village desires to increase the number of bargaining unit members by hiring two additional bargaining unit members, and to provide vacation benefits that are comparable to the vacation benefits currently provided to such employees by their current employers, based upon years of service; and

WHEREAS, the Village and the Union desire to provide additional paid benefits to bargaining unit members and to provide wage increases to probationary employees on May 1, 2026.

NOW, THEREFORE, the Village and the Union agree, in consideration of the mutual promises contained herein, as follows:

1. Jessie Small and Max Potter, upon their employment as Maintenance Technicians by the Village, shall each earn vacation as an employee who has five (5) years of service with the Village (at a rate of 120 hours per year), pursuant to Section 5.3.8 of the Village of Willowbrook Employee Handbook.

2. Article XIII, entitled "Family and Medical Leave," of the Agreement is hereby retitled and amended as follows:

**ARTICLE XIII - FAMILY AND MEDICAL LEAVE
AND CHILD BIRTH/ADOPTION LEAVE**

Section 13.1 – Family and Medical Leave

Employees may be eligible for Family and Medical Leave, pursuant to the terms of the Village's Family and Medical Leave Policy (Section 6.0 of the Village of Willowbrook Employee Handbook).

Section 13.2 – Child Birth/Adoption Leave

Section 5.3.3, entitled "Child Birth/Adoption Leave," of the Village of Willowbrook Employee Handbook, is hereby incorporated into this Agreement.

3. Article XV, entitled "Bereavement Leave," of the Agreement is hereby amended as follows:

ARTICLE XV – BEREAVEMENT LEAVE

The parties hereto shall comply with the terms and conditions of the Family Bereavement Leave Act (820 ILCS 154/1 *et seq.*). Full-time bargaining unit members may be entitled to substitute paid bereavement leave benefits provided by Section 5.3.5, entitled “Bereavement Leave,” of the Village of Willowbrook Employee Handbook, for the unpaid bereavement leave that is provided pursuant to the Family Bereavement Leave Act.

4. Section 19.1, entitled “Wages,” of the Agreement is hereby amended as follows:

Section 19.1 – Wages

The minimum wage for bargaining unit members shall be \$22.00 per hour. Bargaining unit members who are employed upon the execution of this Agreement in 2025 by both parties shall receive a four percent (4.0%) increase to their current wage, effective upon the date of execution of this Agreement by the Union. Bargaining unit members shall receive a two percent (2.0%) increase to their wage rate effective May 1, 2026.

5. Section 19.2, entitled “Performance Increases,” of the Agreement is hereby amended as follows:

Section 19.2 – Performance Increases

Commencing on May 1, 2026, in addition to the automatic wage adjustments described in Section 19.1, non-probationary bargaining unit members shall be eligible to receive performance increases for the preceding contract year (May 1- April 30) of this Agreement, in accordance with the following schedule:

<u>Category</u>	<u>Percent Increase</u>
Needs Improvement	0.0%
Meets Standards	2.0%
Exceeds Standards	2.5%

Probationary bargaining unit members will be eligible to receive performance increases for their probationary period upon completion of their probationary period, in accordance with the schedule set forth above.

6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Side Letter Agreement on the date first set forth hereinabove.

VILLAGE OF WILLOWBROOK

By: _____
Mayor Frank A. Trilla

Attest: _____
Gretchen S. Boerwinkle, Village Clerk

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 700

By: _____
President Ramon D. Williams

By: _____
Secretary Treasurer, Robert V. Sanatana



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.

DATE: January 12, 2026

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH SELDEN FOX, LTD. TO PERFORM PROFESSIONAL AUDIT SERVICES FOR THE VILLAGE OF WILLOWBROOK FOR THE FISCAL YEAR ENDING APRIL 30, 2026

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff is requesting the Board of Trustees approve the resolution authorizing an agreement with Seldon Fox to perform the Village's Annual Audit for the fiscal year ending April 30, 2026, with the option to provide these services for four (4) subsequent fiscal years.

BACKGROUND/SUMMARY

The Village is required to conduct an annual independent audit of their financial records. The Village recently completed a five-year agreement with Sikich LLP for auditing services. The Village published a Request for Proposal (RFP) for auditing services in early October 2025, with response being due on October 31, 2025. There were two responses received from Seldon Fox, LTD. and Crowe LLP.

When selecting a new firm, the following factors were considered:

- Evaluation of the firm's qualifications, experience, and available resources to determine that all mandatory criteria outlined in the Proposal Requirements section of this RFP have been met
- Evaluation of the firm's personnel qualifications, experience and expertise
- Performance appraisals from past and existing clients
- Ability of the firm to complete the audit within six (6) months of the close of the Village's fiscal year
- Cost of the services proposed



The following is a bid table comparing the proposed costs from Seldon Fox, LTD and Crowe LLP (for the annual audit only):

<i>For the fiscal year ended</i>	Seldon Fox LTD	Crowe LLP
4/30/2026	\$30,750	\$70,800
4/30/2027	\$31,980	\$73,200
4/30/2028	\$33,260	\$75,700
4/30/2029	\$34,590	\$78,300
4/30/2030	\$35,975	\$81,000

After extensive review of the two proposals based on the above factors, staff recommends Seldon Fox for the Village Audit Services for the fiscal year ending April 30, 2026.

The Audit Services Agreement is incorporated as Exhibit A to the resolution.

FINANCIAL IMPACT

The following is the annual cost for auditing services and the cost for single audit (if required), for the next five fiscal years for Seldon Fox:

<i>for the year ended</i>	Annual Audit	Single-Audit
4/30/2026	\$ 30,750	\$ 6,000
4/30/2027	31,980	6,240
4/30/2028	33,260	6,490
4/30/2029	34,590	6,750
4/30/2030	35,975	7,020

* The single audit is only required if the Village spends more than \$750,000 of federal funds in a fiscal year.

Regarding current costs for the annual audit for the fiscal year ending April 30, 2025, the annual audit cost is \$31,765 and the single-audit cost is \$3,900.

RECOMMENDED ACTION:

Staff recommends that the Board of Trustees adopt the resolution for auditing services performed by Seldon Fox for the fiscal year ending April 30, 2026, with the option to extend for four additional years.

RESOLUTION NO. 26-R-____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT
WITH SELDEN FOX, LTD. TO PERFORM PROFESSIONAL AUDIT SERVICES FOR
THE VILLAGE OF WILLOWBROOK FOR THE
FISCAL YEAR ENDING APRIL 30, 2026**

WHEREAS, the corporate authorities of the Village have determined it is necessary and in the best interest of the Village to retain the services of professionals experienced in the preparation of municipal year-end audits; and

WHEREAS, the Village has received an acceptable proposal from Selden Fox, Ltd. and finds that it is in the public interest to enter into an agreement with Selden Fox, Ltd. to perform an audit of the Village's basic financial statements for the fiscal year ending April 30, 2026.

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

SECTION 1: The foregoing recitals are adopted as the findings of the corporate authorizes of the Village of Willowbrook, as if fully stated herein.

SECTION 2: That certain proposal and agreement by and between the Village of Willowbrook and Selden Fox, Ltd. to prepare an audit of the Village's basic financial statements for the fiscal year ending April 30, 2026, at a cost not to exceed \$30,750.00, and an additional cost of \$6,000 for the single audit (if required), is accepted and approved. A copy of such proposal and agreement is attached hereto as Exhibit "A" and made a part hereof.

SECTION 3: The Mayor of the Village of Willowbrook is hereby authorized and directed to execute, on behalf of the Village, that certain proposal and agreement for professional audit services by and between the Village of Willowbrook and Selden Fox, Ltd., and the Village Clerk is authorized to attest to said agreement.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED and APPROVED this 12th day of January, 2026, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**PROFESSIONAL AUDITING SERVICES AGREEMENT BETWEEN
SELDEN FOX, LTD. AND THE VILLAGE OF WILLOWBROOK**

PROFESSIONAL AUDITING SERVICES AGREEMENT

BY AND BETWEEN

SELDEN FOX, LTD.

AND

VILLAGE OF WILLOWBROOK

This Agreement is made this _____ day of _____, 2026, by and between Selden Fox, Ltd. (the “Auditor”) and the VILLAGE OF WILLOWBROOK, a municipal corporation of DuPage County, Illinois (the “Village”) for professional auditing services.

A. Audit Scope and Objectives

Auditor will audit the financial statements of the governmental activities, business-type activities, each major fund, and aggregate remaining fund information, and the related notes to the financial statements, which collectively comprise the basic financial statements of the Village as of and for the year ended April 30, 2026. Auditors will also issue a report as to whether anything to our attention in relation to the Village’s compliance with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Act (Illinois Public Act 85-1142) applicable to the Village’s TIF District. However, it should be noted that our audit will not be directed toward obtaining knowledge of such noncompliance.

Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of Auditor’s engagement, Auditor will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to Auditor’s inquiries, the basic financial statements, and other knowledge Auditor obtained during Auditor’s audit of the basic financial statements. Auditor will not express an opinion or provide any assurance on the information because the limited procedures do not provide Auditor with sufficient appropriate evidence to express an opinion or provide any assurance.

The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Multiyear Schedule of Changes in Employer's Net Pension Liability and Related Ratios - IMRF Plan, SLEP Plan and Police Pension Plan
3. Multiyear Schedule of Employer Contributions - IMRF Plan, SLEP Plan and Police Pension Plan

4. Schedule of Investment Returns - Police Pension Plan
5. Schedule of Changes in the Employer's Total OPEB Liability and Related Ratios - Other Postemployment Benefit Plan
6. Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
7. Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Route 83/Plainfield Road Business District Fund

Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied to Auditor's audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and the Auditor's report will provide an opinion on it in relation to the financial statements as a whole or in a separate written report accompanying the Auditor's report on the financial statements:

1. Combining and Individual Fund Financial Statements and Schedules
2. Consolidated Year End Financial Report (CYEFR) as required by the Illinois Grant Accountability and Transparency Act (GATA)

In connection with Auditor's audit of the basic financial statements, Auditor will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, Auditor concludes that an uncorrected material misstatement of the other information exists, Auditor is required to describe it in Auditor's report.

1. Introductory Section
2. Statistical Section

The objectives of Auditor's audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, issue an Auditor's report that includes our opinion about whether the Village's financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

B. Auditor's Responsibilities for the Audit of the Financial Statements

Auditor will conduct its audit in accordance with GAAS and will include tests of Village's accounting records and other procedures Auditor considers necessary to enable Auditor to express such opinions.

As part of an audit in accordance with GAAS, Auditor exercises professional judgment and maintains professional skepticism throughout the audit.

Those standards require that Auditor plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulation that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, and because Auditor will not perform a detailed examination of all transactions, an unavoidable risk exists that material misstatements or noncompliance may exist and not be detected by Auditor, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. Also, an audit is not designed to detect error or fraud that is immaterial to the financial statements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, Auditor will inform Village of any material errors that come to our attention, and Auditor will inform Village of any fraudulent financial reporting or misappropriation of assets that comes to our attention. Auditor will also inform Village of any violations of laws of governmental regulations that come to our attention, unless clearly inconsequential. Auditor's responsibility as auditors is limited to the period covered by Auditor's audit and does not extend to any later periods for which Auditor is not engaged as auditors.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Accordingly, the areas and number of transactions selected for testing will involve judgment. An audit also includes assessing the accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

An audit of financial statements includes obtaining an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit of financial statements is not designed to provide assurance on internal control or to identify deficiencies in internal controls. Accordingly, Auditor will express no such opinion. However, during the audit, Auditor will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Auditor is also responsible to determine that certain other matters related to the conduct of the audit are communicated to those charged with governance, including a) the planned scope and timing of the audit, b) significant audit findings, c) disagreements with management and other serious difficulties encountered in performing the audit, d) various matters related to the entity's accounting policies and financial statements, e) management representations, and f) corrected and uncorrected misstatements.

Auditor will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Auditor expects to be provided the final version of all documents comprising the annual report, if applicable, including other information, prior to the date of the Auditor's report so that required audit procedures can be completed prior to the issuance of the Auditor's report. If obtaining the final version of these documents is not possible prior to the date of the Auditor's report, the documents will be provided as soon as practicable, and the Village will not issue the annual report prior to providing them to the Auditor. In connection with the audit of the financial statements, Auditor is responsible to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If any material misstatements are identified with the other information or in the financial statements after review of the annual report, Auditor will discuss to determine corrections that may be necessary.

Our audit of the financial statements does not relieve those charged with governance of their responsibilities.

C. Responsibilities of Management for the Financial Statements

Auditor's audit will be conducted on the basis that Village acknowledges and understands management is responsible for the basic financial statements and all accompanying information, such as related notes and schedules, in conformity with GAAP. Management is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing Auditor of all significant deficiencies in the design or operation of such controls of which it has knowledge. Management is responsible for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing Auditor of any known material violations of such laws and regulations. Management is also responsible for the selection and application of accounting policies and for the fair presentation in the financial statements of financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village, and the respective changes in financial position and, where applicable, cash flows in accordance with U.S. generally accepted accounting principles.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing Auditor about all known or suspected fraud or illegal acts affecting the entity involving a) management, b) employees who have significant roles in internal control, and c) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing Auditor of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. The audit committee, or its equivalent, is responsible for informing Auditor of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Management is also responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. Management agrees to include Auditor's report on the other supplementary information in any document that contains, and indicates that Auditor has reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the other supplementary information that includes our report thereon, or if our report on supplementary information will not accompany the audited financial statements, management agrees to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for making drafts of financial statements, if applicable, all financial records, and related information available to Auditor for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is responsible for providing: (a) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters; (b) additional information that is requested for the purpose of the audit; (c) unrestricted access to persons within the entity from whom the Auditors determine it is necessary to obtain audit evidence. At the conclusion of the engagement, management will provide Auditor with a letter that confirms certain representations made during the audit about the financial statements and related matters.

Management is responsible for adjusting the financial statements to correct material misstatements and for affirming to the auditor in the representation letter that the effects of any uncorrected misstatements aggregated by the Auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

D. Other Services

As part of Auditor's engagement for the year ended April 30, 2026, Auditor will prepare the Illinois State Comptroller's Report.

In the process of performing the audit, Auditor may perform non-attest services, such as preparation of the financial statements and related notes, including Required Supplementary Information and other supplementary information, and performing certain computations and reconciliations, preparing proposed adjusting journal entries, and preparation of the state reports as described above. Auditor will provide the Village with a list of proposed adjusting journal entries, as well as a list of any uncorrected misstatements when Auditor's procedures have been completed.

Auditor's professional standards require Auditor to document that the Village understands and accepts the Village's responsibilities for such non-attest services:

- Village is responsible to make all management decisions and make informed judgments on the results of the services.
- Village has designated an individual with suitable skills, knowledge, and experience to be accountable for overseeing such services. Auditor understands that Amy Curtin will have this responsibility.

- Village will evaluate the adequacy of and accept responsibility for the results of such services and determine that they met management's objectives.
- Village is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Auditor, in its sole professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Although not included in Auditor's estimated fee, Auditor will be available during the year to consult with Village on accounting effects of any proposed transactions or contemplated changes in business policies subject to the terms of this agreement.

E. Reporting

Auditor will issue a written report upon completion of Auditor's audit of the Village of Willowbrook, Illinois' financial statements, Auditor's report will be addressed to the Board of Trustees of the Village. Circumstances may arise in which Auditor's report may differ from its expected form and content based on the results of Auditor's audit. Depending on the nature of these circumstances, it may be necessary for Auditor to modify auditor's opinions, add a separate section, or add an emphasis of mater or other matter paragraph to Auditor's report, or if necessary, withdraw form this engagement. If Auditor's opinions are other than unmodified, Auditor will discuss the reasons with Village in advance. If for any reason Auditor is unable to complete the audit or is unable to form or have not formed opinions, Auditor may decline to express opinions or decline to issue a report as a result of the engagement.

F. Engagement Administration, Fees, and Additional Requirements

1. Work Paper Retention and Access

The working papers (including electronic files) for this agreement are the property of Selden Fox, Ltd. and constitute confidential information. The Auditor shall retain working papers and reports at its own expense for a minimum of five (5) years, unless the firm is notified in writing by the Village of the need to extend the retention period. The Auditor will be required to make working papers available under the supervision of Selden Fox, Ltd. personnel, upon request, to the Village or its designee as well as auditors of entities of which the Village is a sub-recipient of grant funds. Also, the Auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers from prior years' audits.

Village agrees to authorize the predecessor Auditor to respond fully to our inquiries and grant Auditors access to the work papers. If the predecessor Auditor requests that authorization in writing, Village will comply with that request. Because this is our initial audit of the entity, inquiry of the predecessor auditor and review of the prior-period work papers are necessary procedures because they may provide us with information that will assist in the planning of the engagement.

Auditor will have full cooperation and assistance of Village's personnel during the audit, including the preparation of schedules, analyses of accounts, retrieval of documentation and typing of confirmations and other correspondence. The receipt of such items on a piecemeal basis throughout the audit decreases audit efficiency and increases our time requirements and thus the audit costs.

Auditor is not a host for any client information. Village is expected to retain all financial and non-financial information to include anything the Village uploads to a portal and are responsible for downloading and retaining anything Auditors upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. Village is expected to maintain control over Village's accounting systems to include the licensing of applications and the hosting of said applications and data. Auditors do not provide electronic security or back-up services for any of the Village's data or records. Giving us access to the Village's accounting system does not make Auditors the hosts of information contained within.

2. Publication

If Village intends to publish or otherwise reproduce the financial statements and make reference to Auditor (either in hard copy or electronically), Village also agrees to provide Auditor with printers' proofs or masters for our review and approval before printing or publishing. Village also agrees to provide Auditor with a copy of the final reproduced material for our approval before it is published. If Village publishes its financial statements electronically on its website or other electronic site, Village understands that electronic sites are a means of distributing information and, therefore, Auditor is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

3. Indemnification

To the fullest extent permitted by law, the Auditor shall indemnify and hold harmless the Village, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, employees and volunteers, arising in whole or in part in consequent of the negligent or willful performance of this work by the Auditor, its employees, or the subcontractors, or which may in any way result therefor; provided that the foregoing indemnification and hold harmless obligation of the Auditor shall not apply to such lawsuits, actions, costs, claims, or liabilities on account of any negligent act, omission, or misconduct of the Village, its officials, employees and volunteers. If any judgment shall be rendered against the Village, its officials, agents, employees and volunteers as a consequence of the Auditor's negligence or willful acts in any such action, the Auditor shall, at its expense, satisfy and discharge the same.

4. Insurance

The Auditor shall procure and maintain for the duration of its Agreement and for three (3) years thereafter insurance against errors and omissions and claims for injuries to its employees that may arise from or are in conjunction with the performance of the work hereunder by the Audit firm, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Professional Liability/Malpractice Liability policy.

b. Minimum Limits of Insurance

The Audit firm shall maintain limits no less than:

- (1) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees and volunteers; or the Audit firm shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

General Liability Coverages

- (1) The Village, its officials, employees and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Audit firm; coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees, and volunteers.
- (2) The Audit firm's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be in excess of the Audit firm's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.
- (4) The Audit firm's insurance shall contain a severability-of-interests clause or language stating that the Audit firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Any insurance policies required by this Agreement, or otherwise provided by the Auditor, shall in no way limit the responsibility to indemnify, keep and save harmless the Village, its officials, agents, employees and volunteers and herein provided.

All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village.

e. **Acceptability of Insurers** The insurance carrier used by the Audit firm shall have a minimum insurance rating of AVII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage** The Audit firm shall furnish the Village with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the Village before any work commences. In the event of a third-party claim against the Village arising out of the services provided by the Audit firm, the Village reserves the right to request full, certified copies of the insurance policies, redacting any confidential financial or proprietary information, and subject to the Village and the Audit firm executing a confidentiality agreement. In the event of any public records request for information regarding the Audit firm hereunder, including but not limited to copies of the insurance policies, the Village shall notify the Audit firm promptly of any such request and the Audit firm shall be provided the full opportunity to avail itself of any and all applicable exemptions to such public records request(s).

The laws of the State of Illinois will cover issues such as any claims or cause of action and the successful firm will not require the use of mediation or arbitration as final resolution of disputes, claims or cause of action. Further, limits of liability will not be limited to an arbitrary amount such as the amount of fees paid.

5. **Mergers and Subcontracting**

In the event of a merger of the Auditor with another firm of certified public accountants, this contract will be transferable to the successor firm only upon the Village's written approval. This Agreement may not be assigned or transferred, and the Auditor shall not subcontract any portion of the Agreement without the Village's prior written approval.

6. **Agreement Term and Renewal of Agreement**

This Agreement will commence upon execution by the parties for a one (1) year term for the Village's current fiscal year ending April 30, 2026.

After the original expiration of the one (1) year term for the Village's current fiscal year ending April 30, 2026, the Village shall have the option to renew the Agreement for up to four (4) additional one (1) year terms at the annual fees set forth in Section 7 below entitled "Fees". A new agreement with terms and provisions will be signed annually to document each renewal period.

7. **Fees**

Auditor's professional fees for the foregoing Annual Audit for the Village's current fiscal year ending April 30, 2026 is \$30,750.00. Should the single audit be required, the estimated fee is \$6,000.00. This fee does not include costs associated with accounting assistance in the adoption of any new accounting standards, which will be billed on actual time incurred at the standard hourly rates. Should

a single audit or any other grant reporting requirements be needed, Auditor will communicate with Village concerning the scope of the additional services and estimated fees.

Annual Renewal Costs of Subsequent Audits

For Year Ended	Annual Audit	Single Audit
4/30/2027	\$31,980.00	\$6,240.00
4/30/2028	\$33,260.00	\$6,490.00
4/30/2029	\$34,590.00	\$6,750.00
4/30/2030	\$35,975.00	\$7,020.00

Invoices will be rendered as work progresses and are payable upon presentation. Auditor's initial fee estimate assumes Auditor will receive the aforementioned assistance from Village personnel and unexpected circumstances, such as any restatement of prior financial statements will not be encountered. Auditor will notify Village of any circumstances Auditor encounters that could significantly affect Auditor's initial estimate of total fees. Auditor reserves the right to terminate Auditor's services if payment is not made when due. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent payment, Auditor shall not be liable for any damages Village may incur as a result of the work stoppage. If services are terminated, Village agrees to pay Auditor for time expended to date.

Auditor's engagement ends on delivery of Auditor's audit report. Any follow-up services that might be required will be a separate, new engagement.

8. Auditor shall execute the Contractor's Certification, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

9. Scott C. Termine is the engagement officer for the audit services specified in this agreement and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

G. General Terms and Conditions

1. This Agreement shall be deemed to be exclusive between the Village and the Auditor. This Agreement shall not be assigned by the Auditor without first obtaining permission in writing from the Village.

2. The Auditor is an independent contractor in the performance of this Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Auditor shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Auditor.

3. The Auditor will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this Agreement.

4. Written notices between the Village and the Auditor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

a. If to the Village:

Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527
Attn: Amy Curtin, Chief Financial Officer

b. If to the Auditor:

Selden Fox, Ltd.
One Parkview Plaza, Suite 710
Oakbrook Terrace, Illinois 60181
Attn: Scott C. Termine, Vice President

c. Either party may change its mailing address 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.

5. This Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Agreement may only be amended by written instrument executed by authorized signatories of the Village and the Auditor.

6. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

7. The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

8. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9. This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this Agreement shall be so brought in the Eighteenth Judicial Circuit, DuPage County, State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Village, this ____ day of January, 2026.

VILLAGE OF WILLOWBROOK

ATTEST:

By _____
Frank A. Trilla, Mayor

By _____
Gretchen Boerwinkle, Village Clerk

Executed by the Auditor, this ____ day of _____, 2026.

SELDEN FOX, LTD.

By: _____
Scott C. Termine, CPA, Vice President

EXHIBIT A

CERTIFICATIONS

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

I, Scott C. Termine, hereby certify that I am the Vice President of Selden Fox, Ltd., the Auditor, and as such hereby represent and warrant to the Village that the Auditor, and any partner holding more than five percent (5%) of the outstanding partnership interests 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 Auditor hereby represents and warrants to the Village, that it:

(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 Auditor's 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) auditor's 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 Auditor 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 Auditor 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 Auditor; or, if the Auditor's 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 Auditor, 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 Auditor has 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 Mayoral 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 Mayoral 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 Auditor or term or condition in this contract changes, the Auditor shall notify the Village in writing within seven (7) days.

Dated: January ____, 2026

SELDEN FOX, LTD.

By: _____
Scott C. Termine, CPA, Vice President

Selden Fox

Accounting for your future

Proposal to Provide Professional Audit Services for the:

VILLAGE OF WILLOWBROOK

FOR THE YEARS ENDING APRIL 30, 2026, 2027, AND 2028,
WITH THE OPTION TO RENEW FOR TWO ADDITIONAL FISCAL YEARS



Village of
WILLOWBROOK

OCTOBER 2025

Scott C. Termine, CPA
termine@seldenfox.com
630.763.0123

One Parkview Plaza, Suite 710 | Oakbrook Terrace, IL 60181
1776 Legacy Circle, Suite 119 | Naperville, IL 60563
630.954.1400 | www.seldenfox.com



Accounting for your future

TABLE OF CONTENTS

TRANSMITTAL LETTER	1
STATEMENT OF QUALIFICATIONS	2
FIRM DESCRIPTION	2
GOVERNMENT EXPERIENCE	4
PROPOSED ENGAGEMENT TEAM	7
STATEMENT OF INDEPENDENCE	9
LICENSE TO PRACTICE IN ILLINOIS	9
SPECIFIC AUDIT APPROACH	10
REQUESTED SERVICES	14
COST PROPOSAL	15
CONCLUSION	16
EXHIBIT B	17

This proposal for professional services contains proprietary information about Selden Fox, Ltd. The nature and extent of our services will be described in more detail in an engagement letter issued after your approval of this proposal. Our proposal is subject to the completion of our customary evaluation of prospective clients called for by professional standards.

Selden Fox

Accounting for your future

One Parkview Plaza, Suite 710 | Oakbrook Terrace, IL 60181 | www.seldenfox.com
p 630.954.1400 | f 630.954.1327 | email@seldenfox.com

October 30, 2025

Mr. Alex Arteaga
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Dear Mr. Arteaga:

We are pleased to submit a proposal for professional audit services for the **Village of Willowbrook** (Village). Based on the details of your audit needs, we are confident that given the opportunity to serve the Village, we will meet and surpass your expectations as they relate to work product, quality, scheduling and timing, and overall client service experience. We say this with confidence, because our firm brings experience, expertise, and personal service to each of our clients.

One factor which greatly impacts the quality of your relationship with an accounting firm is service, and it is something we at Selden Fox take quite seriously. Utilizing a structure that is unusual in the accounting profession, Selden Fox provides the close, personalized service that is often associated with firms much smaller than ours. This structure ensures that our highest-level professionals are continuously available to serve clients like you. This unique combination of such high-quality work and individualized service is one of the key characteristics that differentiate our firm from others. It is indeed a true reflection of the pride we take in giving our clients the best.

I would like to convey to you my sincerest desire to serve the Village and our gratitude for this opportunity. The following proposal, which is a firm and irrevocable offer for at least 90 days as of October 31, 2025, provides more in-depth information on our qualifications and the benefits you will receive as a result. If selected to perform your audit, I would be personally committed to providing superior client service. I look forward to your response to our proposal.

Very truly yours,

SELDEN FOX, LTD.

Scott C. Termine, CPA
Audit Vice President

Statement of Qualifications

Firm Description

Selden Fox was founded in 1978 when five partners at a national accounting firm knew their clients needed more. The vision of the firm at that time was based on the philosophy that clients deserve quality work for which national firms are known and the close, personalized service of small firms. This philosophy continues to ring true today, and we are humbled by the growth we have experienced over the years.

Today, the firm has nearly 70 employees, including more than 60 professional staff – 35 of whom are CPAs, all working out of our Oakbrook Terrace and Naperville offices. Opting not to engage any publicly held entities, we focus on servicing government entities, nonprofit organizations, and privately held businesses. Our offerings include audit and assurance, tax, accounting solutions, and general consulting services.

Peer Review

As part of our continuing membership in the American Institute of Certified Public Accountants (AICPA), as well as the AICPA's Center for Audit Quality (CAQ), Governmental Audit Quality Center (GACQ), and Employee Benefit Plan Audit Quality Center (EBPAQC), we are required to undergo a peer review every third year. Peer reviews involve a rigorous study by an independent accounting firm of a member firm's quality control. Areas examined include leadership responsibility within the firm, relevant ethical requirements, acceptance and continuance of clients and specific engagements, human resources, engagement performance, and monitoring.

Having completed our fifteenth peer review conducted through the National Peer Review Committee of the AICPA, **we are proud to report that we received the highest ranking possible – an opinion that we meet all the quality control and professional standards established by the AICPA.** It is a true testament to the quality of work we consistently deliver to our clients. This is a rare accomplishment, even among national firms. A copy of our most recent peer review report is provided on the next page. Our Peer Review included a review of governmental engagements.

Quality Assurance

All our attestation engagements are reviewed by our quality control/standards team comprised of one senior vice president and two quality control managers. It is their responsibility to ensure the firm's compliance with our audit quality control policies and audit manual. Additionally, the quality control team assists audit teams to identify risk areas during the review process and works with teams to resolve issues and provides practical solutions.

Statement of Qualifications (continued)

Firm Description (continued)

Peer Review (continued)

Briscoe, Burke & Grigsby LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

November 29, 2023

To the Shareholders of
Selden Fox, Ltd.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Selden Fox, Ltd. (the firm) in effect for the year ended June 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Selden Fox, Ltd. in effect for the year ended June 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Selden Fox, Ltd. has received a peer review rating of *pass*.

Certified Public Accountants

Members American Institute of Certified Public Accountants
4120 East 51st Street • Suite 100 • Tulsa, Oklahoma 74135-3637 (918) 749-8237

Statement of Qualifications (continued)

Government Experience

We perform audits of financial statements for numerous municipalities, local government entities, and state and federal government grant programs. In fact, over the last 40-plus years, Selden Fox has conducted more than 600 governmental audits and served more than 80 different governmental entities, many of which have obtained and hold the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting. We currently serve nearly 40 different governmental agencies. This experience makes us uniquely qualified to meet your audit needs.

Because we have been and continue to be committed to the governmental sector, Selden Fox has cultivated a sizable and highly qualified governmental audit staff. All the firm's governmental audit staff have fulfilled the training requirements necessary to meet governmental audit standards and standards for the Single Audit Act, should you require a Single Audit in the future. In addition, the staff completes our firm's in-house governmental training program annually.

Selden Fox officers have served on the Illinois CPA Society's Governmental Report Review Task Force, act as reviewers for the Government Finance Officers Association Certificate of Achievement program and are members of the Government Finance Officers Association and the Illinois Government Finance Officers Association. We are also a member of the American Institute of Certified Public Accountants (AICPA) Governmental Audit Quality Center, a demonstration of our commitment to quality in the performance of governmental audits. As a member, we have access to resources on the latest developments in accounting, auditing, and the various rules and regulations that affect governmental audits. As such, we are at the forefront of any new accounting and reporting issues affecting local governments. We feel that part of our responsibility as auditors is to make sure our clients are aware of these issues and how they may affect them. We accomplish this in several ways, not only through our management letter issued with each audit, but also via a bi-weekly electronic newsletter highlighting topics of interest for local governments and privately held businesses, as well as regular correspondence with our clients.

Statement of Qualifications (continued)

Government Experience (continued)

The following is a selection of some of the more significant engagements performed by Selden Fox over the past three years that are similar to the proposed audit work for the Village.

Client Village of Hainesville

Scope of Work/Date Newly transitioned client also using BS&A, with 4/30/25 audit being finalized.

Client Contact Kelly Hensley, Treasurer; 847.223.2032; treasurer@hainesville.org

Client Village of Vernon Hills *

Scope of Work/Date We have handled the audit for Vernon Hills since fiscal year 2021.

Client Contact Thomas Lyons, Finance Director, 847.918.3552

Client Village of Riverwoods

Scope of Work/Date We have handled the audit for Riverwoods since fiscal year 2021.

Client Contact Tony Vasquez, Finance Director, 847.945.3990

Client Village of Wayne

Scope of Work/Date We have handled the audit for Wayne since fiscal year 2010.

Client Contact Howard Levine, Village Treasurer, 630.384.3090

* Received GFOA Certificate of Achievement

Statement of Qualifications (continued)

Government Experience (continued)

The following is a list of current government clients.

<u>Agency</u>	<u>Initial Year of Service</u>	<u>Client Contact</u>	<u>Telephone Number</u>
Park Districts:			
Addison*	2009	Jen Hermonson	630.233.7275
Bartlett*	2021	Eric Leninger	630.540.4812
Bloomingtondale*	2020	Jennifer Vale	630.529.9184
Hanover Park	1980	Roger Emig	630.837.2468
Joliet	2022	Glenn Kelley	815.741.7275
Kenilworth*	2019	Johnathan Kiwala	847.251.1691
Lombard*	2008	Jessica Ramirez	630.627.1281
Roselle*	2008	Nicolette Orlandino	630.894.1048
Westchester	2005	Lianette Robinson	708.865.8200
Wheaton*	2021	Sandra Simpson	630.815.1067
Municipalities:			
Calumet Park	2003	Teri Raney	708.926.7402
Cary*	2015	Kelly Brainerd	847.639.0003
Chicago Heights*	2025	David Gonzalez	708.756.5315
Hainesville	2025	Kelly Hensley	847.223.2032
Riverwoods	2021	Tony Vasquez	847.945.3990
Vernon Hills*	2021	Thomas Lyons	847.367.3700
Wayne	2010	Howard Levine	630.584.0259
West Dundee*	2005	David Danielson	847.551.3800
Special Districts:			
Berwyn Public Health District	2007	David Avila	708.788.6600
Berwyn Township	2005	David Avila	708.788.6600
Bloomingtondale Township	2023	Ray Wanders	630.529.7715
Blue Island Public Library	2014	Anna Wassenaar	708.388.1078
Darien-Woodridge FPD	2024	Jimmy Lahanis	630.910.2088
Downers Grove Township	2023	Paul Coultrap	630.719.6610
Dundee Township	2022	Arin Thrower	847.428.8092
Homewood Public Library	2020	Colleen Waltman	708.798.0121
Northbrook Public Library	2016	Anna Amen	847.272.6229
Palatine Township*	2022	Anna Chychula	847.358.6135
Riverside Township	2014	Vera Wilt	708.442.4400
Salt Creek Sanitary	2004	Ray Hoving	630.832.3637
Wayne Township	2022	Anna Pechous	630.231.7140
Winfield Township	2018	Nicole Prater	630.231.3591
York Township	2024	Stacy Schroeder	630.620.2400

* Received GFOA Certificate of Achievement

Statement of Qualifications (continued)

Proposed Engagement Team

Perhaps more than anything else, the success of an engagement is dependent upon the experience, capabilities, and dedication of the engagement team members. In addition to having a long history of serving governmental entities and a highly qualified governmental audit staff, we have yet another advantage when it comes to providing you with the right engagement team, a high retention rate among our professionals.

When we assign individuals to your engagement, we can select those individuals with the experience, capabilities, and personal styles that best match your needs. If selected by the Village our engagement team will consist of a vice president—Scott Termine; a quality control officer; a senior auditor; and one associate auditor.



Scott C. Termine, CPA | Audit Vice President

As an audit vice president, Scott directs the supervision of several government and nonprofit audit engagements. He joined Selden Fox in 2025 with more than 30 years of governmental and nonprofit public accounting experience.

Before joining Selden Fox, Scott was a managing director with a national firm, where he led audits of numerous governmental entities, including many that were subject to Single Audit requirements. In that time, Scott also led the audit of the Village of Willowbrook for several years.

Throughout his career, he has served governmental entities of all types, including municipalities, counties, park districts, other special districts, state agencies and community colleges.

Scott earned a bachelor's degree in accounting from the University of Illinois at Chicago. He is a member of the American Institute of Certified Public Accountants (AICPA) Governmental Audit Quality Center and the Illinois CPA Society. He also serves as a reviewer for the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting program.

Scott is a member of the Finance Committee for the Joliet Montessori School, where he recently completed two terms as Board member and Treasurer and continues to volunteer his time since his Board term limit expired.

Statement of Qualifications (continued)

Proposed Engagement Team (continued)



Monika Milewski | Audit Senior

Monika assists with audit fieldwork and helps prepare financial statements and management letter comments. She works with a variety of firm clients including government entities, credit unions, nonprofits, and privately held businesses.

Monika graduated from DePaul University where she earned a bachelor's degree in accounting in 2021. She was also a member of the DePaul Accounting Club.



Kimberly M. Szychlinski, CPA | Audit Manager, Single Audit (when required)

Kim is committed to understanding each of her clients' operations and developing professional relationships through effective communication.

As an audit manager, Kim takes responsibility for the audit planning and fieldwork for a variety of client audit engagements, including governments, charitable organizations, schools, private foundations, and financial institutions. More specifically, she has performed audits involving upwards of \$250 million in federal awards. As a result, she is extremely knowledgeable and familiar with Single Audits and maintains the necessary Yellow Book CPE required to work on such engagements. If selected by the Village, Kim would serve as the single audit manager for the engagement, as needed.

Kim is a member of the AICPA and ICPAS. She joined Selden Fox in 2013 after earning her bachelor's degree in accounting and business administration from Augustana College (Rock Island, IL).

Statement of Qualifications (continued)

Proposed Engagement Team (continued)



Peggy L. Brady, CPA | Senior Vice President

As a member of the Selden Fox Auditing and Assurance group, Peggy performs independent reviews of financial statements, audit reports, and high-risk areas for the firm's clients. She develops and conducts continuing education curriculum for the firm to provide technical guidance and assistance.

Prior to joining Selden Fox in 2012, Peggy worked at a national firm for more than 10 years, most recently serving as a director of audit and accounting. In this position, and through assurance and consulting engagements, she gained managerial experience and technical expertise in a variety of industries.

She completed her undergraduate studies at Augustana College earning a bachelor's degree in accounting and business administration. Peggy went on to study at DePaul University and was awarded a master's degree in business administration.

Peggy is a member of the AICPA and the Illinois CPA Society. She also is an AICPA Not-for-Profit Section member, as well as a member of the Accounting Principles Committee with the Illinois CPA Society. Outside of work, Peggy enjoys spending time with her husband and two daughters and being involved with their extracurricular activities and school. She is a co-troop leader and volunteer with Girl Scouts of Greater Chicago and Northwest Indiana.

Statement of Independence

Selden Fox, as a firm and individually among its various shareholders and officers, is independent of the Village of Willowbrook, as defined by the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

License to Practice in Illinois

We affirm that Selden Fox and all key professional staff to be assigned to the audit are licensed to practice as certified public accountants in Illinois and have, or exceed, relevant required, continuing professional education for governmental auditing.

Within at least the last five years, Selden Fox nor any of its officers or owners have been involved in disciplinary action, litigation, or other legal proceedings relating to an audit or accounting engagement. Selden Fox has not been censured by any regulatory board or had any federal or state desk reviews or field reviews of its audits.

Specific Audit Approach

We have conducted internal and external audits and reviews that literally number in the thousands. Yet, for each one of those, we have personalized our approach to focus on those areas that represent the most significant risks to each client. This approach destroys the myth that one audit is just like the next.

Our primary objective in our risk-based audit approach is to gain an understanding of our client, its environment, and its existing controls to identify the greatest risk areas from the onset of the audit. This understanding means we can focus on those areas and identify the relevant link between the assessed risks and the nature, timing, and extent of the audit performed. This tailored approach means our clients receive a highly efficient, focused, and simplified audit; save administrative time of its staff; and acquire timely advice and answers.

We also believe in completing all audit work at the client's offices, if possible. This approach allows for effective communication through the end of the audit, as well as greater efficiency in wrapping up the process. We will conduct a closing meeting at the conclusion of fieldwork to discuss the audit results.

Audit Procedures

Our audit procedures will be divided into two phases—preliminary fieldwork and on-site fieldwork (substantive procedures). We anticipate performing preliminary procedures either at the Village offices or working remotely.

The **Preliminary Fieldwork** phase typically includes:

- Meet with management to discuss our approach to the audit and tasks to be performed by the Village's personnel.
- Review Village Board's meetings minutes to determine and understand recent history and impact on audit.
- Provide management with a list of items needed to complete the substantive phase of the audit.
- Obtain an understanding of the Village's accounting systems and related internal controls and perform a walkthrough of significant types of transactions. We anticipate the key accounting systems will include cash receipts, revenue recognition, purchasing and cash disbursements, utility billing, and payroll.
- Perform preliminary analytical procedures to identify the major funds, significant account balances, and major functions.

Specific Audit Approach (continued)

Audit Procedures (continued)

- Obtain permanent file documentation, to the extent available, including but not limited to the following:
 1. Financial and personnel policy manuals, including the Village's investment policy.
 2. Current year appropriation ordinance and tax levy ordinance, and the agency tax rate reports received from the county for the two most recent tax years.
 3. Debt agreements outstanding, including schedule of future maturities.
 4. Latest actuarial valuations performed for the Illinois Municipal Retirement Fund (IMRF).
 5. Grant agreements awarded or expended during the fiscal year.
 6. All significant outstanding contractual commitments.
- We may decide to test key controls identified within the accounting systems, to determine extent of reliance that may be placed on these controls in designing substantive procedures and to identify areas in which established controls are not being followed or additional controls are needed. These controls will be tested by taking a sample of transactions occurring throughout the year and verifying that expected control procedures have been followed. If testing controls, we make sure to include all significant operational segments within our testing. We will expand our testing should the results from our original sample contain exceptions. Alternatively, we may elect not to test internal controls over certain systems but rather perform extended substantive procedures in these areas, where it is more efficient. We will also examine key reconciliations throughout the year.
- Conduct interviews with relevant Village department heads in compliance with auditing standards related to the consideration of fraud in a financial statement audit. Correspond with Board members, allowing them the opportunity to voice their concerns about potential fraud or irregularities.
- Prepare and send confirmations to:
 1. Financial institutions regarding cash balances on hand and debt liabilities owed,
 2. Investment firms regarding the balances in those accounts,
 3. Attorneys to discuss contingent matters, and
 4. Grantor agencies to verify conditions and terms of grant agreements.

After completing our preliminary procedures, we will design our substantive procedures to provide sufficient audit evidence to allow us to render an opinion on the Village's financial statements.

Specific Audit Approach (continued)

Audit Procedures (continued)

The **On-Site Fieldwork** phase typically includes:

- Obtain year-end reconciliations for all cash and investment accounts. Confirm balances with financial institutions and test reconciling items for accuracy and completeness.
- Confirm or vouch online various tax receipts with the county and the state of Illinois.
- Obtain detail of all capital asset additions and disposals during the year and vouch on a test basis to supporting documentation. Recompute depreciation expense on a test basis. Obtain detail of capital outlay expense to identify potential capital asset additions.
- Perform a search for unrecorded accounts payable.
- Confirm debt activity, if any, with third parties and reconcile current year principal and interest payments to debt agreements.
- Reconcile fund balances to the prior year annual financial report. Review ending fund balances and identify deficit fund balances for further review and report disclosure. Analyze governmental funds' fund balance restrictions, commitments, and assignments.
- Perform analytical procedures on revenue and expense accounts by comparing actual results to the budget. Discuss significant variances with client and vouch client representations to supporting documentation.
- Reconcile significant tax and intergovernmental revenues to state and county websites or third-party confirmations as needed.
- Reconcile payroll expense and accruals for payroll and compensated absences to quarterly payroll tax returns and year end payroll registers, respectively.
- Obtain actuarial valuations for pension and OPEB plans as applicable. Test census data provided to actuaries to underlying payroll records.
- Review possible contingent liabilities through confirmation with attorneys, examination of attorneys' invoices, and discussions with staff. Analyze construction and other contracts in effect to determine commitments at year end.

Additional procedures will be determined after consideration of the results of our preliminary procedures. We will continue to monitor GASB standards as they are issued to ensure the Village remains compliant with the most recent standards.

Specific Audit Approach (continued)

Audit Schedule

We are committed to meeting the audit schedule that the Village included in the RFP. We can complete the financial statement audit for the Village of Willowbrook and present the *Annual Comprehensive Financial Report and Management Letter* to the Village's Board of Trustees within six (6) months of the close of the fiscal year. This assumes the Village's books are closed within three months of year end as outlined in the RFP, and we receive cooperation from the Village staff and the availability of information by established deadlines identified throughout the audit process.

Technology Used

In completing our audits, we utilize the latest in software for public accounting firms – ProSystem fx Engagement and Caseware IDEA (IDEA).

ProSystem fx Engagement is a trial balance database audit program which integrates with Microsoft Excel and Word documents. All work papers are created and prepared electronically and stored within an electronic client folder. The report's financial statements are prepared in Excel, with all balances automatically linked to the trial balance database through integration features, providing additional efficiencies in the audit process.

IDEA is a data mining and extraction tool. In addition to some of the more common audit retrieval tools, IDEA also improves audit efficiency and effectiveness using the following functions:

- Sampling, including planning, selection, and evaluation for systematic, random, stratified random, monetary unit, and attribute sampling plans.
- Field manipulation that allows field to be appended for calculations and recomputations.
- Field statistics which display and print statistics about any numeric or date field in the file.

These systems, along with our online portal, Suralink, will be used for transferring files, providing us with the opportunity to strive to the extent possible for a paperless operation during the audit process.

Requested Services

Selden Fox is well equipped to perform the annual audit of the financial statements of the Village of Willowbrook. Our engagement will include the following.

Annual Audits

We will perform the annual audit of the financial statements of the Village of Willowbrook in accordance with generally accepted auditing standards and issue an opinion on the financial statements addressed to the Village for the year ending April 30, 2026.

Additional Reports

We will prepare and file the annual supplemental report by the Office of the Comptroller of the State of Illinois.

Management Letter

We will consider the financial records and related internal controls in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements. We will prepare a detailed letter of comment on internal controls and, if applicable, other recommendations for improvement.

Communication to the Board of Trustees

We will prepare a letter providing additional information regarding the scope and results of the audit as set forth in the auditing standards. Such information will include all audit adjustments and an immediate written report of all irregularities and illegal acts or indications of illegal acts of which we become aware of to the Village Treasurer and Board as appropriate.

Attendance at Board or Audit Committee Meetings

We are available to attend board or committee meetings to discuss audit results and any recommendations for improvement. Additionally, we are available to meet with staff to discuss final adjustments.

Cost Proposal

We are excited at the opportunity to partner with the Village of Willowbrook. Our fees are based on actual time spent rendering services at standard professional hourly rates, which are related to the level of experience and training of the individuals assigned. Our estimated fees, inclusive of all administrative and out of pocket expenses, are outlined in Exhibit B (see page 16).

Costs for the implementation of future new accounting standards from GASB will be billed separately based on the time required and following a discussion with the Village on any assistance that may be needed.

Our proposed fee assumes that:

- The accounting records and related requested audit documentation will be adequate and up to date with accounts properly reconciled.
- Our audit staff will receive any requested assistance in retrieving documents and in preparing confirmation requests and required schedules.
- No restatements of prior year financial statements will be required.
- No additional reporting requirements beyond the Comptroller AFR and GATA CYEFR report. The Village indicated that the need for GAGAS audits and/or Single Audits in future years is uncertain. So we have provided separate fee quotes for those should they be needed.

It should also be noted that occasionally, because of such unexpected changes in scope or other unanticipated events, it may become necessary to adjust fees. In our experience, with the exception of new accounting standards, these are rare events, and such changes are not made without the client's concurrence. Significant changes in the nature and scope of the audit could include, among other matters, unpreparedness on the part of the Village, material changes in financial reporting requirements (including Single Audit or other grant reporting requirements), or changes in scope of work due to regulations or audit or accounting standards. Our proposed fee will be the Village's cost unless otherwise mutually agreed. We issue progress billings, usually monthly, for services rendered and invoices are payable upon presentation.

In addition to the audit, we are available throughout the year to answer questions as they arise and indeed encourage the Village to pose those questions to us. Time spent on such inquiries will not be billed unless it is necessary for us to research the question and/or provide a memo of our findings or recommendations.

Cost Proposal (continued)

Our Investment

As part of our investment in a long-term relationship with you, all review and preparation work related to the transition of accounting firms will be absorbed by our firm. This work entails discussions and review of workpapers with predecessor auditors; preparation of our permanent files, including system and internal control documentation; initial drafting of our audit planning document; and first year costs relating to report preparation.

Additional Services

Additional services requested outside the scope outlined in this proposal will be billed at an agreed-upon rate. These projects would be billed separately and will not be undertaken without your authorization. These hourly rates typically increase from 4% to 6% on an annual basis.

Conclusion

We would like to convey our sincerest desire and ability to serve the **Village of Willowbrook** as your Certified Public Accountants. Upon verbal acceptance of our proposal, an engagement letter will be sent in accordance with our professional standards on an annual basis. Please call us if you have any questions.

Exhibit B – Cost Proposal

Client Name: Village of Willowbrook

	Schedule of Professional Fees for the Audit of the Financial Statements *	Option – Single Audit, If Required **
Year 1:	<u>\$30,750</u>	<u>\$6,000</u>
Year 2:	<u>\$31,980</u>	<u>\$6,240</u>
Year 3:	<u>\$33,260</u>	<u>\$6,490</u>
Year 4:	<u>\$34,590</u>	<u>\$6,750</u>
Year 5:	<u>\$35,975</u>	<u>\$7,020</u>

* For years that a GAGAS audit is necessary due to State of Illinois GATA requirements, \$1,500 will be added to the fees shown above.

** Our Single Audit fee assumes one major Federal program to be tested. Fees for any additional programs will depend on compliance requirements to be tested and will be discussed once the programs are identified.

Schedule of Hourly Rates for Additional Professional Services

	Year 1	Year 2	Year 3	Year 4	Year 5
Partner:	<u>\$290</u>	<u>\$295</u>	<u>\$305</u>	<u>\$315</u>	<u>\$325</u>
Manager:	<u>\$235</u>	<u>\$240</u>	<u>\$250</u>	<u>\$255</u>	<u>\$260</u>
Supervisor:	<u>\$195</u>	<u>\$200</u>	<u>\$205</u>	<u>\$215</u>	<u>\$220</u>
Staff:	<u>\$140</u>	<u>\$145</u>	<u>\$150</u>	<u>\$155</u>	<u>\$160</u>
Clerical:	<u>\$90</u>	<u>\$95</u>	<u>\$95</u>	<u>\$100</u>	<u>\$100</u>

Firm Name: Selden Fox, Ltd.

Address: One Parkview Plaza, Suite 710; Oakbrook Terrace

Phone: 630.763.0123

Printed Name: A

Signature: 

Title: Audit Vice President

Date: October 30, 2025



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: January 12, 2026

SUBJECT:

LEAD SERVICE LINE INVENTORY

- a. A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ENVIRONMENTAL PROTECTION AGENCY OF THE STATE OF ILLINOIS FOR THE EPA LEAD SERVICE LINE INVENTORY ("LSLI") PROGRAM
- b. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR LEAD WATER SERVICE LINE MATERIAL INVENTORY ASSISTANCE BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT A TOTAL COST NOT TO EXCEED \$37,224.00

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff requests approval of a grant agreement with the Illinois Environmental Protection Agency (IEPA) for Lead Service Line Inventory Funding in the amount of \$40,000.00.

Staff requests approval of an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional engineering services for a Lead Water Service Line Material Inventory Assistance not to exceed the amount of \$37,224.00.

BACKGROUND/SUMMARY

The Illinois Lead Service Replacement and Notification Act – (Public Act 102-0613), signed into law on January 1, 2022, originally required community water suppliers (CWS) to undertake actions to mitigate health risks associated with lead in the water supply. With the introduction of the federal Lead and Copper Rule Improvements (LCRI), community water suppliers must now comply with enhanced requirements that supplement and strengthen the existing Illinois law. Each portion of the Act and the new LCRI has various submittal requirements, annual updates, and timelines set by the IEPA, Illinois Department of Public Health (IDPH), and the United States Environmental Protection Agency (USEPA).

On September 24, 2025, CBBEL applied to the IEPA requesting grant funding in the amount of \$40,000.00 to offset costs associated with Lead Service Line Inventory (LSLI) assistance. On December 11, 2025, staff received email correspondence from the IEPA awarding the requested funding following the Village's approval of the Grant Agreement documents.



Recognizing staff's need for assistance with this regulated program, CBBEL has prepared a proposal for professional engineering services to assist in completing our LSLI not to exceed \$37,224.00. CBBEL has identified six tasks as follows:

Task 1 – Kickoff Meeting:

CBBEL will initiate a kick-off meeting to discuss specific deliverables and interim milestone dates that will allow Village to meet IEPA submittal deadlines.

Task 2 – Data Collection and ArcGIS Web Portal:

CBBEL will evaluate currently available lead water service material inventory provided by the Village and work with staff to develop an approach where efforts can be made to reasonably identify addresses/parcels that are not potentially impacted and maintain the existing ArcGIS Online web-based data collection portal.

Task 3 – Public Education and Notification Development:

CBBEL will review and update the Village's existing education and notification materials to ensure compliance with the Act's requirements, as well as the expanded notification and public education mandates under the LCRI.

Task 4 – Development and Submission of Material Inventory:

CBBEL will review available information provided by the Village related to water main replacement projects, past inspection records, private developments, water meter records, and update the Water Service Line Material Inventory where applicable.

Task 5 – Validation Pool Exploratory Potholing by Subcontractor:

CBBEL will coordinate with a qualified subcontractor to perform exploratory potholing at select locations identified as part of the validation pool.

Task 6 – IEPA LSLI Grant Reporting

CBBEL will draft all required reports to submit to the IEPA to follow the requirements of the Lead Service Line Inventory Grant Agreement.

FINANCIAL IMPACT

Funds will be made available from the IEPA for LSLI assistance through \$40,000 in grant funding.

RECOMMENDED ACTION:

Staff is seeking approval of a grant agreement with the Illinois Environmental Protection Agency (IEPA) for Lead Service Line Inventory Funding in the amount of \$40,000.00.

Staff is seeking approval of an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional engineering services for a Lead Water Service Line Material Inventory Assistance not to exceed the amount of \$37,224.00.

RESOLUTION NO. 26 R-_____

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AN
INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN
THE VILLAGE OF WILLOWBROOK AND THE ENVIRONMENTAL PROTECTION
AGENCY OF THE STATE OF ILLINOIS FOR THE EPA LEAD SERVICE LINE
INVENTORY (“LSLI”) PROGRAM**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Village of Willowbrook (“Village”) and the Environmental Protection Agency of the State of Illinois, on behalf of the State of Illinois, are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into intergovernmental agreements; and

WHEREAS, the Village of Willowbrook has determined that it is in the best interest of the residents of the Village, for the Village and the Environmental Protection Agency of the State of Illinois to enter into an Intergovernmental Grant Agreement for funding to assist the Village to perform Lead Water Service Line Material Inventory, the terms and conditions contained in that certain Intergovernmental Agreement attached hereto as Exhibit “A” and made a part hereof.

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

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

BE IT FURTHER RESOLVED that the Intergovernmental Agreement by and between the Village of Willowbrook and the Environmental Protection Agency of the State of Illinois, is hereby approved. The Village Administrator of the Village of Willowbrook is hereby directed and authorized to execute said Agreement on behalf of the Village of Willowbrook. A copy of said Intergovernmental Agreement is attached hereto as Exhibit “A” and made a part hereof.

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

PASSED and **APPROVED** this 12th day of January, 2026 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND THE ENVIRONMENTAL
PROTECTION AGENCY OF THE STATE OF ILLINOIS**



**GRANT AGREEMENT
BETWEEN**

**THE STATE OF ILLINOIS, ENVIRONMENTAL PROTECTION AGENCY
AND
VILLAGE OF WILLOWBROOK**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency and VILLAGE OF WILLOWBROOK (Grantee)

(collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE - The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO - Grantor-Specific Terms

PART THREE - Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

Illinois Environmental Protection Agency

Village of Willowbrook

By: _____
Signature of James Jennings, Title Acting Director

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: Max Paller
Printed Title: Acting Chief Financial Officer

Date: _____
Printed Name: _____
Printed Title: _____
Email: _____

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Email: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Third Grantor Approver

PART ONE - THE UNIFORM TERMS

ARTICLE I DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on execution and expires on 4/15/2027 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☒ must not exceed or ☐ are estimated to be \$40,000.00, of which \$40,000.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): The Grantee shall receive a maximum of \$40,000.00 from the EPA Lead Service Line Inventory ("LSLI") Grant Program under this Agreement.

TOTAL PROJECT COST: \$40,000.00

Federal Share: \$40,000.00

Grantee Share: \$0.00

The estimated Total Project Costs allowable under this Agreement are identified in the State of Illinois Uniform Grant Budget Template incorporated herein as Attachment 1.

All Grantee costs shall be incurred within the Agreement Term. If the Grantee incurs costs above the Total Project Cost indicated above in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Disbursement requests submitted by the Grantee shall only be for the proposed/incurred costs. Each payment request shall detail the amount and value of the work performed and be accompanied by the Illinois EPA LSLI Grant Program – Invoice for Disbursement Request Documentation Form located at the following link:

https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/drinking-water/public-water-users/documents/lsl-grant-opportunity/LSLI-INVOICE_FOR_DISBURSEMENT_REQUEST.pdf

Grantee disbursement requests and supporting documentation shall be submitted via email to:

Email to: Illinois EPA EPA.LoanMgmt@illinois.gov

CC: Lanina Clark lanina.clark@illinois.gov

Jillian Fowler jillian.fowler@illinois.gov

Rachael Heaton rachael.heaton@illinois.gov

Kaitlyn Holtsclaw Kaitlyn.M.Holtsclaw@illinois.gov

Julie Matthews Julie.Matthews@illinois.gov

1. 50% of the grant funds shall be disbursed to the Grantee upon the submittal of a Grantor approved executed contract detailing the scope of work and services to be performed by a third party in developing a Complete Lead Service Line Inventory ("Complete LSLI") as described in Exhibit A along with the Invoice for Disbursement Request Documentation.

2. Upon completion, the Grantee shall submit the Complete LSLI for approval to the Grantor, along with the final Invoice for Disbursement Request Documentation. The Grantor shall determine if the requirements in Exhibit A have been met. In addition, a detailed summary of the final costs for the Complete LSLI, an invoice for all costs incurred, proof of Complete LSLI publication to Grantee's website or Illinois EPA website, and a release of all claims against the Grantor (discussed below) shall be submitted. Following the Grantor's approval of the Complete LSLI, the Grantor shall disburse the balance of the grant funds to the Grantee.

Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year shall be submitted to the Grantor no later than August 11 of that year; otherwise, the Grantee may have to seek payment through the Illinois Court of Claims.

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contained in Exhibit D of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to submit required reports as outlined in Exhibit B of this Agreement.

As a condition before final payment under the Agreement, or as a termination settlement under the Agreement, the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement within 30 days of the warrant (check) being disbursed from the Comptroller. Unless otherwise provided in the Agreement or in another writing executed by both the Grantor and the Grantee, final payment under the Agreement, or settlement upon termination of the Agreement, shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.

An example release of all claims against the Grantor letter can be obtained here: <https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/drinking-water/public-water-users/documents/lead-service-line-replacement-advisory-board/Isli-bills-paid-and-release-from-liabilities-certification.pdf>

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 00E03527, the federal awarding agency is US Environmental Protection Agency, the Federal Award date is 9/21/2023. If applicable, the Assistance Listing Program Title is Drinking Water State Revolving Fund and Assistance Listing Number is 66.468. The Catalog of State Financial Assistance (CFSA) Number is 532-60-3017 and the CSFA Name is Lead Service Line Inventory Grant Program. If applicable, the State Award Identification Number (SAIN) is 3017-61940.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and PMANAFW11UH3 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366097046 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non-Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750-Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO OR PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In

the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at intervals specified by Grantor, which must be no less than annually and no more frequently than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee

Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.1.1.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D, PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least the \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.(i)

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities, and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge

such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XV
NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated,

Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35. 1.1.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent

of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10 1.1. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

This project will result in a Complete Lead Service Line Inventory ("Complete LSLI") meeting the requirements of Section 17.12 of the Illinois Environmental Protection Act ("Act") by no later than April 15, 2024.

Pursuant to Section 17.12(g) of the Act, a Complete LSLI shall identify and report, the following:

1. The TOTAL number of service lines connected to the community water supply's ("CWS") distribution system.
2. The materials of construction of each service line connected to the CWS's distribution system.
3. The number of suspected lead service lines that were newly identified in the material inventory for the CWS after the CWS last submitted a service line inventory to the Agency.
4. The number of suspected or known lead service lines that were replaced after the CWS last submitted a service line inventory to the Agency, and the material of the service line that replaced each lead service line.

Pursuant to Section 17.12(h) of the Act, the Grantee shall:

1. Prioritize inspections of high-risk areas identified by the CWS and inspections of high-risk facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics, and confirm service line materials in those areas at those facilities.
2. Review historical documentation, such as construction logs or cards, as-built drawings, purchase orders, and subdivision plans, to determine service line material construction.
3. When conducting distribution system maintenance, visually inspect service lines and document materials of construction.
4. Identify any time period when the service lines being connected to its distribution system were primarily lead service lines, if such a time period is known or suspected.
5. Discuss service line repairs and installation with its employees, contractors, plumbers, other workers who worked on service lines connected to its distribution system, or all of the above.

****PLEASE NOTE: THERE IS NO REQUIREMENT TO UNEARTH SERVICE LINES FOR THE PURPOSE OF INVENTORYING****

Further guidance regarding Complete LSLI requirements can be found on the Illinois EPA Lead Service Line Information webpage at the following link: <https://epa.illinois.gov/topics/drinking-water/public-water-users/lsl-grant-opportunity.html>

• **OUTPUTS:**

- o A Complete LSLI as described above in Exhibit A.

• **OUTCOMES:**

- o Submittal of the Complete LSLI to the Illinois EPA by April 15, 2024.

EXHIBIT B

DELIVERABLES OR MILESTONES

1. Submittal of Periodic Financial Report ("PFR") and Periodic Performance Report ("PPR") pursuant to Articles 13.1 and 14.1 of this Agreement and the following: September 15 Annually
 - a. A brief narrative progress report describing the percentage of work completed to date towards the Complete LSLI.
2. Submittal of Grantor Approved Executed Contract between the Grantee and consultant/sub-grantee and/or information for equipment to be purchased for the Complete LSLI and the First Invoice for Disbursement Request Documentation. When Complete
3. Submittal of the Complete LSLI and a Final Invoice for Disbursement Request Documentation with all Final Disbursement Checklist supporting documentation provided and detailed invoices summarizing all costs incurred. When Complete
6. Submittal of the Release of Liabilities form and Final Periodic Financial Report ("PFR") and Periodic Performance Report ("PPR") pursuant to Articles 13.1 and 14.1 of this Agreement and the following: Upon Receiving the Final Disbursement
 - a. A final brief narrative progress report describing the work completed up to the close of the grant.

****Agreement period ends on April 15, 2027****

The Lead Service Line Inventory Grant Program Periodic Financial Reporting Forms and Periodic Performance Reporting Forms that must be submitted per the schedule shown in Exhibit B above can be found at the following links below.

- Periodic Financial Reporting Forms:

<https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/drinking-water/public-water-users/documents/lsli-grant-opportunity/PFR.pdf>

- Periodic Performance Reporting Forms:

<https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/drinking-water/public-water-users/documents/lsli-grant-opportunity/PPR.pdf>

Instructions for submitting your Complete LSLI for Illinois EPA approval can be obtained here:

<https://epa.illinois.gov/topics/drinking-water/public-water-users/lsli-grant-opportunity.html>

EXHIBIT C**CONTACT INFORMATION****CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS**GRANTOR CONTACT**Name: Lanina ClarkTitle: Project ManagerAddress: IEPA, Bureau of Water, Infrastructure
Financial Assistance Section, Mail Code #15,
PO Box 19276, Springfield, IL 62794-9276**Additional Information**Electronic Correspondence Info:
Lanina Clark - Lanina.Clark@illinois.gov
Jillian Fowler - Jillian.Fowler@illinois.gov
Rachael Heaton - Rachael.Heaton@illinois.gov
Kaitlyn Holtscaw Kaitlyn.M.Holtscaw@Illinois.gov
Julie Matthews Julie.Matthews@Illinois.gov**GRANTEE CONTACT**Name: Sean HalloranTitle: Village AdministratorAddress: 835 Midway Dr
Willowbrook, IL 60527**GRANTEE PAYMENT ADDRESS**
(if different than the address above)Address: ogaley@cbbel.com
rvalent@willowbrook.il.us
jduddles@cbbel.com**FOR GRANT ADMINISTRATION****GRANTOR CONTACT**Name: Lanina ClarkTitle: Project ManagerAddress: PO Box 19276, Springfield, IL 62794Phone: 217-782-2027

TTY#: _____

Email Address: lanina.clark@illinois.gov**GRANTEE CONTACT**Name: Rick ValentTitle: Project ContactAddress: 835 Midway Dr, Willowbrook, IL 60527Phone: 630-323-8215TTY#: N/AEmail Address: see above for 3 email addresses

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Under this Agreement, the Grantee shall complete* the following tasks.

*All submissions shall be sent to the Grantor Contact as identified in Article 2: 2.3.

SUBMITTAL OF EXECUTED CONTRACT OR EQUIVALENT

1. 50% of the grant funds shall be disbursed to the Grantee upon the submittal of an executed contract detailing the scope of work and services to be performed by a third party in developing a Complete Lead Service Line Inventory ("Complete LSLI") as described in Exhibit A along with the Invoice for Disbursement Request Documentation as described in Article 2: 2.3 of this Agreement.

PROJECT COORDINATION

2. Serving as the lead organization, the Grantee shall work towards the completion of a Complete LSLI as described in Exhibit A. The Grantee shall submit to Grantor Periodic Financial Reports and Periodic Performance Reports accompanied by a brief narrative progress report documenting the progress made to date on the completion of the Complete LSLI in accordance with the schedule outlined in Exhibit B.

PROJECT COMPLETION

3. Upon completion, the Grantee shall submit the Complete LSLI for approval to the Grantor, along with the final Invoice for Disbursement Request Documentation. The Grantor shall determine if the requirements in Exhibit A have been met. In addition, a detailed summary of the final costs for the Complete LSLI, an invoice for all costs incurred, proof of Complete LSLI publication to Grantee's website or Illinois EPA website, and a release of all claims against the Grantor (discussed below) shall be submitted. Following the Grantor's approval of the Complete LSLI, the Grantor shall disburse the balance of the grant funds to the Grantee.

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy and timely completion of all services furnished by the Grantee or its consultant/sub-grantee under this Agreement. The Grantee shall, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee shall perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by proving written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.

The Grantee will include in any publications for external general circulation: "Funding for this project provided, in part, by the Illinois Environmental Protection Agency."

PART TWO -GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII REPORTING

23.1. Grantee shall file an Annual Periodic Financial Report (PFR) and Periodic Performance Report (PPR) by September 15 of each year _____, with the Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first Periodic Financial Report (PFR) and Periodic Performance Report shall cover the reporting period after the effective date of the Agreement. an Annual reports must be submitted no later than 15 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit an annual Periodic Financial Report (PFR) for the period ending 04/30 (Grantee's Fiscal Year End date). This report should include the Grantee's entire Fiscal Year expenditures for this award. Reports must be submitted no later than 30 calendar days following the period covered by the report.

A Periodic Financial Report (PFR) and Periodic Performance Report (PPR) marked as "Final Report" must be submitted to Grantor 60 days after the end date of the Agreement. Failure to submit the required PFR and PPR reports may cause a delay or suspension of funding.

In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

1. In reference to Part One, Exhibit B of this Agreement, the Grantee shall submit a **brief narrative progress report** by the fifteenth (15th) of September during the Agreement Period. The brief narrative progress report shall include information regarding what happened during this reporting period and what is scheduled for the upcoming reporting period. Grantee's failure to comply with reporting requirements and meet the previously mentioned reporting deadlines, shall result in the implementation of the procedures set forth in the State of Illinois Grantee Compliance Enforcement System pursuant to Part One, Article XII, Item 12.6 of this Agreement.

PART THREE -PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

In reference to Part One, Article IV, Item 4.8 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter. Instead, the Grantee may request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

The following Federal Terms and Conditions outlined in Grant 00E03527 from USEPA apply to this award.

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year can be found at:

<https://www.epa.gov/grants/grant-terms-and-conditions#general>.

1. Public or Media Events

EPA encourages the recipient to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

Internal Controls for Financial Transactions

The recipient agrees to use procedures consistent with "zero-trust" (never trust, always verify) for all financial transactions with SRF funds. These procedures must include verbal verification with a trusted recipient representative of all financial account information both initially and prior to any changes in financial account information.

ATTACHMENT 1

STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois EPA

Organization Name: Village of Willowbrook

Notice of Funding
Opportunity (NOFO) Number: Round 4

Unique Entity Identification (UEI) Number: PMANAFW11UH3

Catalog of State Financial Assistance (CSFA) Number: 532-60-3017

CSFA Short Description: Lead Service Line Inventory Grant Program

Section A: State of Illinois Funds

Fiscal Year: 2024

REVENUES			Total Revenue
a) State of Illinois Grant Requested		\$	50,000.00
Budget Expenditure Categories		OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	40,000.00
7. Consultant (Professional Service)	200.459	\$	
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	40,000.00
17. Total Indirect Costs	200.414	\$	
Rate %:			
Base			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	40,000.00

Instructions
found at end of
document.



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Willowbrook

NOFO Number: Round 4

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

- ☐ 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

- ☐ 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**
- ☐ 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**
- ☐ 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**
- ☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
- ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
- ☐ complies with other statutory policies.
- The Restricted Indirect Cost Rate is: _____ %
- ☒ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Willowbrook

NOFO Number: Round 4

Section B: Non-State of Illinois Funds

Fiscal Year: 2024

REVENUES			Total Revenue
Grantee Match Requirement %:	No matching funds required, but additional local funds may be needed to complete the project.		
b) Cash		\$	
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	0.00

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	0.00
7. Consultant (Professional Services)	200.459	\$	
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	
17. Total indirect Costs	200.414	\$	
Rate % <input style="width: 150px;" type="text"/>			
Base <input style="width: 150px;" type="text"/>			
18. Total Costs Non-State of Illinois Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Willowbrook

NOFO Number: Round 4

Unique Entity Identification (UEI) Number: PMANAFW11UH3

Fiscal Year: 2024

Catalog of State Financial Assistance (CSFA) Number: 532-60-3017

CSFA Short Description: Lead Service Line Inventory Grant Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Willowbrook

Institution/Organization Name:

Village of Willowbrook

Institution/Organization Name:

CFO

Title (Chief Financial Officer or equivalent):

Village Administrator

Title (Executive Director or equivalent):

Lora Flori

Printed Name (Chief Financial Officer or equivalent):

Sean Halloran

Printed Name (Executive Director or equivalent):

Signature (Chief Financial Officer or equivalent):

Signature (Executive Director or equivalent):

Date of Execution (Chief Financial Officer):

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form (If needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:

Sub-recipient UEI: PMANAFW11UH3

Sub-recipient Parent Company UEI:

Sub-recipient Name: Village of Willowbrook

Sub-recipient DBA Name:

Sub-recipient Street Address: 835 Midway Drive

City: Willowbrook

State: IL

Zip-Code: 60527

Congressional District: 6

Sub-recipient Principal Place of Performance:

City:

State:

Zip-Code:

Congressional District:

Contract Number (if known):

Award Amount:

Project Period: From:

Project Period: To:

State of Illinois Awarding Agency and Project Detail Description:

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐

If Yes, must answer Q2 below.

No ☒

If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☒

No ☐

If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
Lead Service Line Inventory Agreement with Christopher B. Burke Engineering, Ltd.	\$40,000.00	Add Delete
State Total	\$40,000.00	
		Add Delete
Non-State Total		
Total Contractual Services	\$40,000.00	

Contractual Services Narrative (State):

Development of Lead Service Line Inventory using ArcGIS Web Portal and Public Outreach with services provided by Christopher B. Burke Engineering Ltd.

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	Lead Service Line Inventory Grant Funds	Non-State of Illinois Funds	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services	\$40,000.00		\$40,000.00
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
Lead Service Line Inventory Grant Funds Request	\$40,000.00		
Non-State of Illinois Funds Amount			
TOTAL PROJECT COSTS			\$40,000.00



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: Village of Willowbrook

Notice of Funding
Opportunity (NOFO) Number: Round 4

Unique Entity Identification (UEI) Number (enter numbers only) : PMANAFW11UH3

Catalog of State Financial Assistance (CSFA) Number: 532-60-3017

CSFA Short Description: Lead Service Line Inventory Grant Program

Fiscal Year(s): _____

Initial Budget Request Amount: _____

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: _____

Joey Logan-Pugh

Program Approval Name

Program Approval Signature

Date

10/6/28

Max Paller

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

11/6/28

Budget Revision Approved: _____

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

\$200,308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: January 12, 2026

SUBJECT:

LEAD SERVICE LINE INVENTORY

- a. A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ENVIRONMENTAL PROTECTION AGENCY OF THE STATE OF ILLINOIS FOR THE EPA LEAD SERVICE LINE INVENTORY ("LSLI") PROGRAM
- b. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR LEAD WATER SERVICE LINE MATERIAL INVENTORY ASSISTANCE BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT A TOTAL COST NOT TO EXCEED \$37,224.00

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Rick Valent, Director of Public Works

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff requests approval of a grant agreement with the Illinois Environmental Protection Agency (IEPA) for Lead Service Line Inventory Funding in the amount of \$40,000.00.

Staff requests approval of an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional engineering services for a Lead Water Service Line Material Inventory Assistance not to exceed the amount of \$37,224.00.

BACKGROUND/SUMMARY

The Illinois Lead Service Replacement and Notification Act – (Public Act 102-0613), signed into law on January 1, 2022, originally required community water suppliers (CWS) to undertake actions to mitigate health risks associated with lead in the water supply. With the introduction of the federal Lead and Copper Rule Improvements (LCRI), community water suppliers must now comply with enhanced requirements that supplement and strengthen the existing Illinois law. Each portion of the Act and the new LCRI has various submittal requirements, annual updates, and timelines set by the IEPA, Illinois Department of Public Health (IDPH), and the United States Environmental Protection Agency (USEPA).

On September 24, 2025, CBBEL applied to the IEPA requesting grant funding in the amount of \$40,000.00 to offset costs associated with Lead Service Line Inventory (LSLI) assistance. On December 11, 2025, staff received email correspondence from the IEPA awarding the requested funding following the Village's approval of the Grant Agreement documents.



Recognizing staff's need for assistance with this regulated program, CBBEL has prepared a proposal for professional engineering services to assist in completing our LSLI not to exceed \$37,224.00. CBBEL has identified six tasks as follows:

Task 1 – Kickoff Meeting:

CBBEL will initiate a kick-off meeting to discuss specific deliverables and interim milestone dates that will allow Village to meet IEPA submittal deadlines.

Task 2 – Data Collection and ArcGIS Web Portal:

CBBEL will evaluate currently available lead water service material inventory provided by the Village and work with staff to develop an approach where efforts can be made to reasonably identify addresses/parcels that are not potentially impacted and maintain the existing ArcGIS Online web-based data collection portal.

Task 3 – Public Education and Notification Development:

CBBEL will review and update the Village's existing education and notification materials to ensure compliance with the Act's requirements, as well as the expanded notification and public education mandates under the LCRI.

Task 4 – Development and Submission of Material Inventory:

CBBEL will review available information provided by the Village related to water main replacement projects, past inspection records, private developments, water meter records, and update the Water Service Line Material Inventory where applicable.

Task 5 – Validation Pool Exploratory Potholing by Subcontractor:

CBBEL will coordinate with a qualified subcontractor to perform exploratory potholing at select locations identified as part of the validation pool.

Task 6 – IEPA LSLI Grant Reporting

CBBEL will draft all required reports to submit to the IEPA to follow the requirements of the Lead Service Line Inventory Grant Agreement.

FINANCIAL IMPACT

Funds will be made available from the IEPA for LSLI assistance through \$40,000 in grant funding.

RECOMMENDED ACTION:

Staff is seeking approval of a grant agreement with the Illinois Environmental Protection Agency (IEPA) for Lead Service Line Inventory Funding in the amount of \$40,000.00.

Staff is seeking approval of an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional engineering services for a Lead Water Service Line Material Inventory Assistance not to exceed the amount of \$37,224.00.

RESOLUTION NO. 26-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT AND FIRST AMENDMENT TO GENERAL TERMS AND
CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR LEAD
WATER SERVICE LINE MATERIAL INVENTORY ASSISTANCE BETWEEN
CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF
WILLOWBROOK AT A TOTAL COST NOT TO EXCEED \$37,224.00**

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) have determined that it is in the best interest of the Village to enter into a professional engineering services agreement with Christopher B. Burke Engineering, Ltd. (“CBBEL”), for professional engineering services, and First Amendment to General Terms and Conditions related to assisting the Village in completing its Lead Water Service Line Material Inventory for the Village of Willowbrook at a total cost not to exceed Thirty-Seven Thousand Two Hundred Twenty-Four and 00/100ths Dollars (\$37,224.00);

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

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

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

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

SECTION 2: That the certain Proposal and Agreement, including General Conditions and First Amendment to General Terms and Conditions, by and between the Village of Willowbrook and Christopher B. Burke Engineering, Ltd. for professional engineering services related to

assisting the Village in completion of its Lead Water Service Line Material Inventory on behalf of the Village, be and is hereby approved and the Mayor and Village Clerk be and the same are hereby authorized to execute and attest, all on behalf of the Village of Willowbrook, that certain Professional Services Agreement, attached hereto as Exhibit “A” and made a part hereof, and General Conditions and First Amendment to General Conditions, attached hereto as Exhibit “B” and made a part hereof.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 12th day of January, 2026 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

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



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

November 25, 2025

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Mr. Rick Valent
Director of Public Works

Subject: Proposal for Professional Engineering Services
Lead Water Service Line Material Inventory Assistance

Dear Mr. Rick Valent:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for Professional Engineering Services to assist the Village in completing their Lead Water Service Line Material Inventory. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

The Illinois Lead Service Replacement and Notification Act – (Public Act 102-0613), signed into law on January 1, 2022, originally required community water suppliers (CWS) to undertake the following actions to mitigate health risks associated with lead in the water supply:

- Develop and maintain a Water Service Line Material Inventory
- Develop and implement a Lead Service Line Replacement Plan
- Prepare public notification and education materials for potentially affected building occupants, as well as post this information on the supplier's website
- Replace each Lead or Galvanized Service Line connected to the Community Water Supply in its entirety, from the water main to the building plumbing at the first shut-off valve or 18 inches inside the building

With the introduction of the federal Lead and Copper Rule Improvements (LCRI), community water suppliers must now comply with enhanced requirements that supplement and strengthen the existing Illinois law. Key updates under the LCRI include:

- Expanded Service Line Inventory Validation: In addition to developing the inventory, CWSs are now required to validate unknown service line materials through a designated validation pool. This means a representative sample of unknown or unverified service lines must be physically inspected or otherwise validated each year, with results reported to the appropriate regulatory agencies.
- Updated Inventory Submission Deadlines: The LCRI requires more frequent updates to the service line inventory, with stricter deadlines for initial submission and annual validation reporting.

- **Enhanced Public Notification and Education:** CWSs must provide more detailed educational materials and notifications on the health effects of lead, steps being taken for replacement, and the progress of inventory validation. These materials must be accessible and distributed in multiple languages as required by federal and state guidelines.
- **Replacement Planning and Prioritization:** The LCRI mandates prioritization of lead service line replacements based on vulnerability (such as schools, childcare facilities, and residences with young children) and requires annual progress reports on replacement activities.
- **Grant Application Support:** CWSs may seek federal and state grants to support both inventory validation and replacement activities, with expanded eligibility under the LCRI for costs associated with physical validation, public outreach, and inventory management.

Each portion of the Act and the new LCRI has various submittal requirements, annual updates, and timelines set by the Illinois Environmental Protection Agency (IEPA), Illinois Department of Public Health (IDPH), and the United States Environmental Protection Agency (USEPA).

The proposal assumes that CBBEL will not access or investigate private property, and that any service material investigations, whether on public or private property, will be conducted by the Village.

To fund the work associated with this proposal, CBBEL will draft a Lead Service Line Inventory Grant Application on behalf of the Village to submit to the IEPA, now including costs associated with LCRI validation pool requirements and reporting.

SCOPE OF SERVICES

Task 1 – Kick Off Meeting: CBBEL will initiate a kick-off meeting where the following agenda items will be discussed:

- Establish specific deliverables and interim milestone dates that will allow Village to meet IEPA submittal deadlines.
- Identify key Village Staff for point of contact and coordination.
- Develop strategies for efficient compilation of currently available private side material inventory data.

Task 2 – Data Collection and ArcGIS Web Portal: CBBEL will evaluate currently available lead water service material inventory provided by the Village and work with staff to develop an approach where efforts can be made to reasonably identify addresses/parcels that are not potentially impacted. With this information, we will update the inventory and identify addresses/parcels that are either known to have lead or galvanized water services, the water service materials are unknown, and/or the potential for lead water service cannot be ruled out without additional information.

CBBEL will maintain the existing ArcGIS Online web-based data collection portal that will be utilized to survey customers using cellular/wireless enabled smart devices or desktop computers. The portal will be publicly accessible and will allow customers to directly submit information related to their private-side water service line. The web-based data collection portal will attempt to collect

as much information as possible to reduce on-site investigations by Village staff and reduce the total number of unknown water service materials in a cost-effective manner. The information collected will be reviewed monthly by CBBEL and used to update the water service line material inventory (Task 4).

CBBEL will also continue to update a Water Service Material Information Request Letter for outstanding unknown and/or non-responsive addresses/parcels for Village review and utilization. The Village will be responsible for any direct mailing of these information request letters.

Task 3 – Public Education and Notification Development: CBBEL will review and update the Village's existing education and notification materials to ensure compliance with the Act's requirements, as well as the expanded notification and public education mandates under the Lead and Copper Rule Improvements (LCRI).

As of January 1, 2022, CWS is required to provide notice to all its potentially affected lead water service line customers and provide educational materials addressing health and safety concerns as well as what the Village is actively doing to address lead water services.

Under the LCRI, additional notification requirements need to be addressed, including but not limited to:

- Providing written notification to all consumers served by a service line within 30 days of identifying the line as lead, galvanized requiring replacement, or of unknown material, in accordance with the new LCRI timelines.
- Notifying new water customers at affected addresses within 30 days of establishing service, as required by LCRI.
- Posting up-to-date service line inventory information on the Village's publicly accessible website and ensuring it is updated as new data becomes available, according to LCRI requirements.
- Delivering annual notifications to all customers with lead, galvanized requiring replacement, or unknown material service lines, including information about potential health risks, steps to reduce exposure, and the Village's ongoing efforts to address these lines as outlined in the LCRI.
- Ensuring all public education and notification materials meet the language access and content standards set forth in the LCRI, in addition to existing state and federal requirements.

CBBEL will also provide all required materials that need to be posted on the Village's website as required by the IEPA, USEPA, and LCRI. CBBEL will provide its template documents to the Village for distribution of these materials to the affected property owners in the required languages per the Public Act and LCRI. Distribution of these materials will be the responsibility of the Village (Estimated \$3000 for printing and postage); which will be reimbursable with the Lead Service Line Inventory Grant.

Task 4 – Development and Submission of Material Inventory: CBBEL will review available information provided by the Village related to water main replacement projects, past inspection records, and private developments, water meter records, and update the Water Service Line Material Inventory where applicable. This task will also include updating the Water Service Line

Material Inventory with information obtained from the web-based data collection portal. This task will include the preparation of maps, exhibits, or similar visual aids requested by the Village that presents the Water Service Line Material Inventory in a concise geographic context. The complete inventory will be in a format acceptable to submit to the IEPA annually to meet all requirements.

Task 5 – Validation Pool Exploratory Potholing by Subcontractor: CBBEL will coordinate with a qualified subcontractor to perform exploratory potholing at select locations identified as part of the validation pool. The purpose of this task is to physically verify the water service line materials at addresses where desktop or survey data remains inconclusive. The subcontractor will be responsible for all fieldwork, including obtaining necessary permits, conducting the potholing activities in accordance with industry safety standards, and restoring the site following investigation. Results from the exploration potholing will be documented and provided to the Village and CBBEL for integration into the Water Service Line Material Inventory.

Task 6 – IEPA LSLI Grant Reporting: CBBEL will draft all required reports to submit to the IEPA to follow the requirements of the Lead Service Line Inventory Grant Agreement. All periodic reports and final reports are included in this task. The complete reports will be in a format acceptable to submit to the IEPA by the Village.

This proposal does not include assistance preparing or applying for the IEPA Public Water Supply Loan Program (PWSLP) or any other State or Federal Grant opportunity except as noted above. Should the Village desire such assistance, a separate proposal will be issued that is required to include specific agreement terms and conditions per the IEPA Loan Requirements. This proposal excludes the preparation of design and bid documents for any replacement project or phase of replacement projects.

ESTIMATE OF FEE

Please find Exhibit A included herein for our estimate of fee to provide the scope of services proposed.

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

Please feel free to contact us anytime.

Sincerely,



Michael Kerr, PE
President

Encl. Exhibit A

JD/jmc

THIS PROPOSAL ACCEPTED FOR THE Village of Willowbrook.

BY: _____

TITLE: _____

DATE: _____



**Village of Willowbrook
Lead Service Line Inventory
WORK EFFORT AND FEE STRUCTURE**

EXHIBIT A

Classification	Engineer				GIS Specialist III	Sub Consultant	Total Hours	Total Cost
	V	IV	III	I/II				
Rate (\$/hr)	\$212.00	\$180.00	\$158.00	\$140.00	\$158.00	\$1.00		
Task 1 - Kick off Meeting	2						2	\$ 424.00
Task 2 - Data Collection and ArcGIS Web Portal	40						40	\$ 8,480.00
Task 3 - Public Education and Notification Development	40						40	\$ 8,480.00
Task 4 - Development and Submission of Material Inventory	60						60	\$ 12,720.00
Task 5 – Validation Pool Exploratory Potholing by Subcontractor						5000	0	\$ 5,000.00
Task 6 – IEPA LSLI Grant Reporting	10						10	\$ 2,120.00
							Subtotal Cost =	\$ 37,224.00
Subtotals	152	0	0	0	0		152	
Percentage of Hours	100.0%	0.0%	0.0%	0.0%	0.0%		100.0%	
Total Personnel Cost	\$32,224.00	\$0.00	\$0.00	\$0.00	\$0.00		Running Cost =	\$ 37,224.00
							Direct Cost =	\$ -
							TOTAL COST =	\$ 37,224.00

IEPA GRANT LOBBYING REQUIREMENTS

- Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix 11(1) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.
- Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005

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EXHIBIT “B”

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

**FIRST AMENDMENT TO THE GENERAL TERMS AND CONDITIONS
OF THAT CERTAIN AGREEMENT BY AND BETWEEN CHRISTOPHER B. BURKE
ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK FOR PROFESSIONAL
ENGINEERING SERVICES FOR LEAD WATER SERVICE LINE MATERIAL INVENTORY
ASSISTANCE FOR THE VILLAGE OF WILLOWBROOK**

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

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

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

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

Neither party shall be liable for any special incidental or consequential damages including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or

replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

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

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

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

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

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

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

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

Payment: Client shall be invoiced once a month for work performed during the preceding month.

Client agrees to pay each invoice in accord with the provisions of the Illinois Governmental Prompt Payment Act.

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

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

READ, APPROVED AND AGREED

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

Date: _____

READ, APPROVED AND AGREED

CHRISTOPHER B. BURKE
ENGINEERING, LTD.

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

Date: _____

ATTEST:

Gretchen Boerwinkle, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 9.

DATE: January 12, 2026

SUBJECT:

A RESOLUTION REPEALING RESOLUTION NO. 25-R-65 AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT (708 69th Street)

STAFF REPORT

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

PREVIOUS ACTION TAKEN

On November 24, 2025, the Village Board previously approved a Purchase and Sale Agreement for the property through Resolution No. 25-R-65.

PURPOSE AND ACTION REQUESTED

Consider approval of a Purchase and Sale Agreement for the acquisition of the property located at 708 69th Street, including authorization for the Mayor, Village Clerk, and Village Administrator to execute the agreement and related closing documents, and repeal of Resolution No. 25-R-65.

BACKGROUND/SUMMARY

The Stormwater Master Plan identifies 708 69th Street as a strategic location for future stormwater storage improvements within the Willow Pond drainage area. The parcel is located immediately upstream of a rear yard depressional area that holds significant runoff during storm events. Modeling indicates that this lot can support between approximately 1.3 acre-feet and 3.3 acre-feet of new stormwater storage capacity depending on the final construction alternative. This added capacity would reduce flood depths and improve drain-down times for residential properties that experience recurring rear yard flooding between 68th Street and 68th Place.

While the Village Board approved the initial Purchase and Sale Agreement on November 24th, the Seller expressed concerns related to the timing of their ability to remain on the property for a defined post-closing period. Following further discussion, the Village and Seller agreed to proceed under a revised agreement that incorporates an updated occupancy term and closing structure. The accompanying resolution repeals Resolution No. 25-R-65 and authorizes execution of the revised Purchase and Sale Agreement.

Under the terms of the proposed agreement, closing will occur on or before January 22, 2026, through an escrow closing process. The property will be purchased in "AS-IS / WHERE-IS" condition, subject to standard title, survey, and due-diligence review provisions. The Agreement provides the Village with sole discretion to terminate the transaction prior to closing if title, survey, environmental, or inspection findings are determined to be unacceptable.

The Agreement also establishes a post-closing occupancy period in which the Seller will temporarily remain in possession of the property for up to 24 weeks following closing. A \$10,000 post-closing deposit will be held in escrow and returned upon timely vacancy or forfeited to the Village in the event of non-compliance. The Seller



remains responsible for all utilities, property maintenance, and liability during this occupancy period and is subject to liquidated damages if holdover conditions occur.

FINANCIAL IMPACT

If approved, the funding for the purchase of the property will come from the Opportunity Reserve Fund. The purpose of this acquisition is to achieve underground storage for an upcoming stormwater project.

RECOMMENDED ACTION:

Staff recommends approval of a resolution to purchase the property at 708 69th Street.

RESOLUTION NO. 26--R- _____

**A RESOLUTION REPEALING RESOLUTION NO. 25-R-65 AND
AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT
(708 69th Street)**

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. Ronald M. Cosentino, Martin Cosentino, Jr., and Glenn Cosentino, beneficiaries with the power of direction over the legal title holder: the Land Trust Company as Trustee U/A/D March 8, 2002 and known as Trust Number 944 (collectively, “***Seller***”) own the real estate and appurtenances attached thereto for the property commonly known as 708 69th Street, Willowbrook, Illinois, with permanent real estate index number 09-23-402-020 (“***Property***”).
- C. On November 24, 2025, the Mayor and Board of Trustees of the Village approved Resolution No. 25-R-65, which approved a “Purchase and Sale Agreement” for the conveyance of the Property from Seller to the Village.
- D. It is now the desire of the Seller to instead convey the Property to the Village on the terms set forth in the “Purchase and Sale Agreement,” and its accompanying exhibits, attached hereto as **EXHIBIT A** and made a part hereof (“***Agreement***”), and not on the terms and conditions in the Purchase and Sale Agreement approved in Resolution No. 25-R-65.
- E. It is in the best interest of the Village to repeal Resolution No. 25-R-65 and acquire the Property on the terms and conditions in the attached Agreement for public use and future potential development purposes.

SECTION 2: Based upon the foregoing, Resolution No. 25-R-65 is repealed.

SECTION 3: Based upon the foregoing, the Mayor, Village Clerk, and Village Administrator be and are hereby authorized and directed to acquire the Property pursuant to the terms and conditions set forth in the attached Agreement, and in such other form as may be approved by the Village Administrator and the Village Attorney. The Mayor, the Village Clerk, and the Village Administrator are further authorized and directed to execute and deliver such other instruments, including the attached Agreement, as may be necessary or convenient to consummate such acquisition.

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

PASSED and **APPROVED** this 12th day of January, 2026 by a **ROLL CALL VOTE** as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT A

PURCHASE AND SALE AGREEMENT

(attached)

**PURCHASE AND SALE AGREEMENT
(708 69th Street)**

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made as of the Effective Date (as defined in Section 25 below) between **RONALD M. COSENTINO, MARTIN COSENTINO, JR., AND GLENN COSENTINO, BENEFICIARIES WITH THE POWER OF DIRECTION OVER THE LEGAL TITLE HOLDER AND CHICAGO TITLE LAND TRUST COMPANY D/B/A THE LAND TRUST COMPANY AS TRUSTEE U/A/D MARCH 8, 2002 AND KNOWN AS TRUST NUMBER 944** (jointly and severally “***Seller***”) and the **VILLAGE OF WILLOWBROOK**, an Illinois home rule municipal corporation (“***Buyer***”).

A G R E E M E N T:

1. **BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT BUYER IS A MUNICIPAL ENTITY AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE MAYOR AND BOARD OF TRUSTEES OF BUYER.**

2. **SALE.** Seller, whose identity will be updated to conform with the owner of record set forth in the Title Commitment (as defined in Section 8 below), if the identity of Seller differs from the owner of record in the Title Commitment, agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, fee simple title to certain real property commonly known as 708 69th Street, Willowbrook, Illinois, permanent real estate index number 09-23-402-020, located in the County of DuPage (“***Property***”), which Property is legally described in **EXHIBIT A** attached hereto and made a part hereof, together with (i) all privileges, rights, easements, hereditaments and appurtenances thereto belonging, (ii) all right, title and interest of Seller in and to any streets, alleys, passages and other rights of way included therein or adjacent thereto (before or after the vacation thereof), (iii) all buildings, structures and improvements located upon the Property including, without limitation, Seller’s interest in all systems, facilities, fixtures, machinery, equipment and conduits to provide fire protection, security, heat, exhaust, ventilation, air conditioning, electrical power, light, plumbing, refrigeration, gas, sewer and water thereto, and (iv) Seller’s interest in tangible personal property located on the Property and used in connection with operation and maintenance of the improvements. The legal description will be updated to conform with the legal description from the Survey (as defined in Section 9 below), if the legal description from the Survey differs from that in **EXHIBIT A**.

3. **PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is \$600,000.00 (“***Purchase Price***”). The Purchase Price will be paid by Buyer to Seller on the Closing Date (as defined in Section 5 below) and subject to the prorations and adjustments set forth herein, and subject to hold back of the Post-Closing Deposit (as defined in Section 12.B below).

4. **[INTENTIONALLY LEFT BLANK]**

5. **CLOSING DATE.** The closing (“***Closing***”) of the contemplated purchase and sale of the Property will take place through a deed and money escrow (“***Escrow***”) on or before January 22,

2026 (“**Closing Date**”) at an office of Chicago Title Insurance Company (“**Title Company**”), or at such other time and place, as mutually agreed to by the parties. The parties need not physically attend the Closing. Seller will pay the costs charged by the Title Company for the title policy with extended coverage and half of the escrow costs. Buyer will pay the costs charged by the Title Company for the Title Commitment, any title endorsements requested by Buyer, costs of recording the Deed, half of the escrow costs and the cost of the Survey. Buyer and Seller will each pay their respective attorney’s fees.

6. **“AS IS/WHERE IS” Transaction; Buyer’s Inspection.** This Agreement is for the sale and purchase of the Property in its “**AS IS/WHERE IS**” condition as of the Effective Date. Buyer acknowledges that no representations, warranties or guarantees of any kind with respect to the condition of the Property have been made by Seller other than those known defects, if any, disclosed by Seller. Within one business day after the Effective Date, Seller will deliver to Buyer title report(s), relevant recorded documents, available surveys, site plans and environmental and/or other reports, studies and documents in its possession regarding or related to the Property. Buyer may conduct an inspection prior to the Closing at Buyer’s expense including, without limitation, Phase I and II Environmental Site Assessments and other inspections of the soil, groundwater, and other aspects of the Property and any structures thereon. In that event, Seller will make the Property available to Buyer’s inspector prior to the Closing at reasonable times. Buyer will indemnify and hold harmless Seller from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection. In the event the documents and/or inspection reveals that the condition of the Property is unacceptable to Buyer and Buyer so notifies Seller within one day prior to the Closing Date, this Agreement will be null and void. Failure of Buyer to notify Seller of cancellation or to conduct said inspection will operate as a waiver of Buyer’s right to terminate this Agreement (except as set forth in Section 7 below).

7. **BUYER’S OPTION TO TERMINATE CONTRACT.** Buyer will not be obligated to take title to the Property if, in Buyer’s sole and exclusive judgment, for any reason whatsoever or for no reason at all, Buyer determines no less than one day prior to the Closing Date to not acquire the Property. If, in the sole and exclusive judgment of Buyer, Buyer determines to not acquire the Property Buyer will have the right to revoke its acceptance of the Agreement, and to declare the Agreement and related Closing documents, if any, null and void. Said termination and revocation will only be valid if written notice is tendered to Seller no less than one day prior to the Closing Date. Failure of Buyer to notify Seller within the timeframe stated herein, or to conduct said inspection, will operate as a waiver of Buyer’s right to terminate this Agreement as provided for in this Section 7.

8. **TITLE INSURANCE.** Prior to the Effective Date, Seller obtained a title commitment issued by the Title Company, in the amount of the Purchase Price, with extended coverage over standard title exceptions (“**Title Commitment**”), together with copies of all underlying title documents listed in the Title Commitment (“**Underlying Title Documents**”), subject only to those matters described in **EXHIBIT B**, attached hereto and made a part hereof (“**Permitted Exceptions**”). If the Title Commitment, Underlying Title Documents, or the Survey disclose exceptions to title, which are not acceptable to Buyer (“**Unpermitted Exceptions**”), Buyer will have five business days from the later of the Effective Date, the delivery of the Title Commitment, the Underlying Title Documents, and the Survey to object to the Unpermitted Exceptions. Buyer

will provide Seller with an objection letter (“**Buyer’s Objection Letter**”) listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller will have until the Closing (“**Seller’s Cure Period**”) to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, as evidenced by Buyer’s receipt of a proforma title policy (“**Proforma Title Policy**”) reflecting the Title Company’s commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, Buyer may elect to either (i) terminate this Agreement and this Agreement will become null and void without further action of the parties, or (ii) upon notice to Seller before the Closing, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, will be included within the definition of Permitted Exceptions. The Proforma Title Policy will be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. Buyer will pay the cost for any later date title commitments, and Buyer will pay for the cost of the later date to its Proforma Title Policy.

9. **SURVEY**. Prior to the Closing, Buyer will obtain an ALTA/NSPS as-built survey of the Property (“**Survey**”). The Survey will (a) be completed in accordance with the minimum standard detail requirements for as built ALTA/NSPS Land Title Surveys; (b) will be certified to Seller, Buyer, and the Title Company by such surveyor, and (c) will include ALTA/NSPS Standard Optional Table A Items: 2, 3, 4, 6(b), 7(a), 7(b)(i), 7(c), 8, 9, 11, 13, 14, 16, 17, 18.

10. **DEED**. Seller must convey fee simple title to the Property to Buyer, by a recordable Warranty Deed (“**Deed**”) subject only to the Permitted Exceptions.

11. **CLOSING DOCUMENTS**. On the Closing Date, the obligations of Buyer and Seller will be as follows:

- A. Seller will deliver or cause to be delivered to the Title Company:
 - i. the original executed and properly notarized Deed;
 - ii. the original executed and properly notarized Affidavit of Title;
 - iii. the original executed and properly notarized Non-Foreign Affidavit;
 - iv. the original executed Bill of Sale;
 - v. counterpart originals of Seller’s Closing Statement; and
 - vi. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA Statements and GAP Undertaking, such other documentation as is

reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy and in the amount of the Purchase Price insuring the fee simple title to the Property in Buyer as of the Closing Date, subject only to the Permitted Exceptions.

- B. Buyer will deliver or cause to be delivered to the Title Company:
 - i. the balance of the Purchase Price, plus or minus prorations;
 - ii. counterpart originals of Buyer's Closing Statement; and
 - iii. ALTA Statement and such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.
- C. Buyer will prepare the Closing documents.
- D. The parties will jointly deposit fully executed Closing escrow instructions, Post-Closing Occupancy Agreement, Post-Closing Deposit escrow instructions, State of Illinois Transfer Declarations, and County Transfer Declarations.

12. **POSSESSION.**

- A. Possession of the Property has been with Seller prior to the Effective Date.
- B. If the Closing occurs, possession of the Property will remain with Seller pursuant to the Post-Closing Occupancy Agreement attached hereto as **EXHIBIT C** and made a part hereof. On the date that is twenty-four (24) weeks after the Closing Date ("**Turn Over Date**"), possession of the Property will be finally and fully delivered to Buyer, free and clear. In consideration of Seller's post-Closing possession of the Property, at Closing, \$10,000 of the Purchase Price ("**Post-Closing Deposit**") will be deposited with the Title Company in a post-closing possession escrow established pursuant to mutually acceptable strict joint order escrow instructions. The Post-Closing Deposit will be either returned to Seller if it complies with the Post-Closing Occupancy Agreement or forfeited to Buyer if Seller breaches any of its obligations in the Post-Closing Occupancy Agreement. This Section 12.B will survive the Closing.
- C. Seller agrees to deliver the Property to Buyer in broom clean condition.

Prior to the Turn Over Date, Seller may remove such personal property and fixtures from the Property as Seller, in its sole discretion, may desire. The remainder of such will be left at the Property. Seller is not obligated to clean the Property or remove any refuse therefrom as a condition of receiving the Post-Closing Deposit. Buyer will have the right to inspect the Property, fixtures and included Personal Property prior to Closing to verify that the Property, improvements and included Personal Property are in substantially the same condition as of Effective Date, normal wear and tear excepted.

13. **PRORATIONS.** At Closing, the following adjustments and prorations will be computed as of the Closing Date and the balance of the Purchase Price will be adjusted to reflect such prorations. All prorations will be based on a 366-day year, with Seller having the day prior to Closing.

A. **Real Estate Taxes.** General real estate taxes for 2024 and 2025 and subsequent years, special assessments and all other public or governmental charges against the Property, if any, which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) will be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known at Closing, the proration will be based on 110% of the most recent full year tax bill, and will be conclusive, with no subsequent adjustment.

B. **Miscellaneous.** All other charges and fees customarily prorated and adjusted in similar transactions will be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the parties will prorate on the best available information. Final readings and final billings for utilities will be taken as of the date of Closing except for a water bill which may be taken up to two days before the Closing Date.

14. **CONVEYANCE TAXES.** The parties acknowledge that, as Buyer is a governmental entity, this transaction is exempt from any State and County real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller will furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

15. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Section will be deemed remade as of the Closing Date and will survive the Closing, and will be deemed to have been relied upon by Buyer in consummating this transaction, notwithstanding any investigation Buyer may have made with respect thereto, or any information developed by or made available to Buyer prior to the Closing and consummation of this transaction. Seller covenants, represents and warrants to Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

A. **Title Matters.** Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

B. **Violations of Zoning and Other Laws.** Seller has received no written notice from any governmental agency alleging any violations of any statute, ordinance, regulation or code. The Property as conveyed to Buyer will include all rights of Seller to the use of any off-site facilities, including, but not limited to, storm water detention facilities, necessary to ensure compliance with all zoning, building, health, fire, water use or similar statutes, laws, regulations and orders and any instrument in the nature of a declaration running with the Property.

C. Pending and Threatened Litigation. There are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.

D. Eminent Domain. There is no pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof.

E. Access to Property Utilities. No fact or condition exists which would result in the termination or impairment of access to the Property or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.

F. Assessments. There are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed, and there are no special or general assessments pending against or affecting the Property.

G. Authority of Signatories; No Breach of Other Agreements. The execution, delivery of and performance under this Agreement by Seller is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not, to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.

H. Executory Agreements. Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property, other than this Agreement. Buyer will not, by reason of entering into or closing under this Agreement, become subject to or bound by any agreement, contract, lease, license, invoice, bill, undertaking or understanding which Buyer will not have expressly and specifically previously acknowledged and agreed in writing to accept. Seller warrants and represents that no written leases, licenses or occupancies exist in regard to the Property and, further, that no person, corporation, entity, tenant, licensee or occupant has an option or right of first refusal to purchase, lease or use the Property, or any portion thereof.

I. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property.

J. Governmental Obligations. There are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

K. Easements. The Property has no private easements or agreements that would hinder Seller from its intended use of the Property.

L. Section 1445 Withholding. Seller represents that he/she/it/they is/are not a “foreign person” as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller will furnish Buyer with a Non-Foreign Affidavit as set forth in said Section 1445.

Seller hereby indemnifies and holds Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys’ fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of such breach of the above representations or warranties made hereunder, including all incidental and consequential damages which are incurred within five years of the Closing. When used in this Section, the expression “to the best knowledge and belief of Seller,” or words to that effect, is deemed to mean that Seller, without duty of examination, investigation or inquiry, is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

16. **DAMAGE OR CONDEMNATION PRIOR TO CLOSING**. If prior to Closing the Property is destroyed or materially damaged by fire or other casualty, or the Property is taken by condemnation, then Buyer will have the option of either terminating this Agreement or accepting the Property as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller will not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois will be applicable to this Agreement, except as modified by this paragraph.

17. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING**.

A. It is a condition precedent to Closing that:

- i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder and is accepted by Buyer;
- ii. the covenants, representations and warranties of Seller contained in Section 15 hereof and elsewhere in this Agreement are true and accurate on the Closing Date or waived by Buyer in writing on the Closing Date; and
- iii. Seller has performed under the Agreement and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Agreement in order to close on the Closing Date.

B. If, before the Closing Date, Buyer becomes aware of a breach of any of Seller’s representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller in order to Close on the Closing Date, Buyer may, at its option:

- i. elect to enforce the terms hereof by action for specific performance; or
- ii. terminate this Agreement; or
- iii. proceed to Closing notwithstanding such breach or nonperformance.

In all events, Buyer's rights and remedies under this Agreement will always be non-exclusive and cumulative and the exercise of one remedy will not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity.

C. In the event of a default by Buyer, Seller's sole and exclusive right and remedy will be to terminate this Agreement.

D. Notwithstanding the foregoing, the parties agree that no default of or by either party will be deemed to have occurred unless and until notice of any failure by the non-defaulting party has been sent to the defaulting party and the defaulting party has been given a period of five business days from receipt of the notice to cure the default, and the defaulting party fails within said five business days to begin its cure or fails to diligently pursue its cure to completion.

18. **BINDING EFFECT.** This Agreement will inure to the benefit of and will be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the parties hereto.

19. **BROKERAGE; BULK SALES.**

A. Buyer represents that it has not retained a broker regarding the proposed transaction. Seller represents that it has not retained a broker regarding the proposed transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Agreement. Each party's indemnity obligations will include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision will survive the Closing.

B. At the request of Buyer, prior to the Closing, Seller must, and Buyer may, notify the Illinois Department of Revenue ("***Department***") of the intended sale of the Property and request the Department to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under 35 ILCS 5/902(d) or 35 ILCS 120/5j (collectively the "***Bulk Sale Act***"). If Buyer requests a Department clearance, Seller must deliver to Buyer, at or prior to Closing, evidence that the sale of the Property to Buyer hereunder is not subject to, and does not subject Buyer to liability under the Bulk Sale Act ("***Release***"). At the request of Buyer, prior to the Closing, Seller must, and Buyer may, notify the Illinois Department of Employment Security (the "***IDES***") of the intended sale of the Property and request the IDES to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest

under the Section 2600 of the Illinois Unemployment Insurance Act (collectively part of the “**Bulk Sale Act**”). If Buyer requests an IDES determination, Seller must deliver to Buyer, at or prior to Closing evidence that the sale of the Property to Buyer hereunder is not subject to, and does not subject Buyer to liability under the Bulk Sale Act (collectively, “**Release**”). Buyer may, at the Closing, deduct and withhold from the proceeds that are due Seller the amount necessary to comply with the withholding requirements imposed by the Bulk Sale Act, provided that such amounts are deposited in escrow at Closing and released to Seller upon obtaining a release from the Department or otherwise satisfying any amounts due under the Bulk Sale Act. Seller must indemnify, defend with counsel of Buyer’s choosing, and hold harmless Buyer, and its commissioners, officers, employees, agents, successors and assigns, harmless from any and all obligations, liabilities, claims, demands, losses, expenses, or damages arising from Seller’s failure to (i) provide any required notice of its sale of the Property to the appropriate state, county, or municipal governmental authorities, (ii) pay any and all taxes and other amounts due in connection with its ownership, operation or sale of the Property, or (iii) otherwise comply with any bulk sales laws of the State of Illinois. The foregoing indemnity will survive the Closing Date.

20. **NOTICES**. Any and all notices, demands, consents and approvals required under this Agreement will be sent and deemed received (A) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express) for guaranteed next business day delivery, or (B) by e-mail transmission on the day of transmission, provided proof of sending is maintained and produced by the sender on demand. Failure to produce proof on demand within a reasonable time voids any such notice, or (C) by personal delivery, if addressed to the parties as follows:

To Seller:	Ron Cosentino 708 69 th St. Willowbrook, IL 60527
With a copy to:	John C. Germanier, Sisul & Germanier LLC 5120 Main St., Ste 1 Downers Grove, IL 60515 E-Mail: jgermanier@dupagelawfirm.com
To Buyer:	Village of Willowbrook 835 Midway Drive Willowbrook, Illinois 60527 Attn: Village Administrator E-Mail: shalloran@willowbrook.il.us
With a copy to:	Elrod Friedman LLP 350 North Clark Street, Second Floor Chicago, Illinois 60654 Attn: Gregory T. Smith E-Mail: gregory.smith@elrodfriedman.com

Any party hereto may change the name(s), address(es) and e-mail address(es) of the designee to whom notice will be sent by giving written notice of such change to the other parties hereto in the same manner, as all other notices are required to be delivered hereunder.

21. **RIGHT OF WAIVER.** Both Buyer and Seller may, at any time and from time to time, waive each and any condition of the Closing, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by a party will, unless otherwise herein provided, be in a writing signed by the waiving party and delivered to the other party.

22. **DISCLOSURE OF INTERESTS.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Agreement by Buyer, an owner, authorized trustee, corporate official or managing agent must submit a sworn affidavit to Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any real interest, real or personal, in the Property, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily known individual having a greater than 7½% percent interest, real or personal, in the Property. The sworn affidavit will be substantially similar to the one in **EXHIBIT D** attached hereto and made a part hereof.

23. **ASSIGNMENT.** Buyer may freely assign and transfer Buyer's interest in this Agreement. If Buyer assigns and transfers its interest in this Agreement, Buyer will deliver to Seller a copy of the fully executed assignment and assumption. Upon Buyer's assignment and transfer, the Buyer which assigned and transferred its interest in this Agreement will not be liable to Seller in any manner under this Agreement, and Seller must only look to the Buyer which received the assignment and transfer.

24. **MISCELLANEOUS.**

A. Buyer and Seller mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts will be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof will fall on a Saturday, Sunday or legal holiday, then the time of such performance will be extended to the next business day thereafter.

B. This Agreement provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, will be governed by the applicable statutory and common law of the State of Illinois. The parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue will be in the Circuit Court in the county where the Property is located and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

C. The terms, provisions, warranties and covenants of Section 15 will survive the Closing and delivery of the Deed and other instruments of conveyance. The provisions of Section

15 of this Agreement will not be merged therein, but will remain binding upon and for the parties hereto until fully observed, kept or performed.

D. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Procedures Act of 1974. In the event that either party will fail to make appropriate disclosures when asked, such failure will be considered a breach on the part of said party.

E. The parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.

F. The Section headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

G. Whenever used in this Agreement, the singular number will include the plural, the plural the singular, and the use of any gender will include all genders.

H. If Seller is a Trust, this Agreement is executed by the undersigned Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this Agreement. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Agreement is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or will at any time be asserted or enforceable against said Trustee on account of this Agreement or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Agreement contained either express or implied, all such personal liability, if any, being expressly waived and released. In the event Seller is a Trust as provided above, this Agreement will be signed by the Trustee and also by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Agreement is by his/her/their/its signature represents, warrants and covenants with Buyer that he/she/they/it has the authority to enter into this Agreement and the obligations set forth herein. All references to Seller's obligations, warranties and representations will be interpreted to mean the Beneficiary or Beneficiaries of the Trust.

I. In the event either party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing party, as determined by the trier of fact in such action, will be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

J. If any of the provisions of this Agreement, or the application thereof to any person or circumstance, will be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement will not be affected thereby, and every other provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

K. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, will constitute one and the same instrument. Electronic counterparts of this Agreement (including, without limitation, .pdf or image file format) as executed by the parties will be deemed and treated as executed originals for all purposes.

25. **EFFECTIVE DATE**. This Agreement will be deemed dated and become effective on the date that the authorized signatories of Buyer and Seller sign the Agreement, whichever is later.

26. **CONTRACT MODIFICATION**. This Agreement and the Exhibits attached hereto and made a part hereof, or required hereby, embody the entire Agreement between the parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, will be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) will have any force or effect whatsoever unless the same will be endorsed in writing and fully signed by Seller and Buyer.

27. **EXHIBITS**. The following Exhibits are attached hereto and made a part hereof by reference:

- EXHIBIT A** Legal Description of the Property
- EXHIBIT B** Permitted Exceptions
- EXHIBIT C** Post-Closing Occupancy Agreement
- EXHIBIT D** Disclosure Affidavit

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below their respective signatures.

SELLER:

CHICAGO TITLE LAND TRUST
COMPANY D/B/A THE LAND
TRUST COMPANY AS TRUSTEE
U/A/D MARCH 8, 2002 AND
KNOWN AS TRUST NUMBER 944

By: _____

Name: _____

Title: _____

Date Seller executed: _____

BUYER:

VILLAGE OF WILLOWBROOK,
an Illinois home rule municipal corporation

By: _____
Frank Trilla, Mayor

ATTEST:

By: _____
Gretchen Boerwinkle, Village Clerk

Date Buyer executed: _____

Signed by:

[Redacted Signature]

1/6/2026

RONALD M. COSENTINO

Signed by:

[Redacted Signature]

1/6/2026

MARTIN COSENTINO, JR.

Signed by:

[Redacted Signature]

1/6/2026

GLENN COSENTINO

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT TWENTY (20) (EXCEPT THE NORTH 33 FEET THEREOF) IN SCHILLER'S ADDITION BEING A SUBDIVISION OF THE SOUTH HALF (S $\frac{1}{2}$) OF THE NORTH WEST QUARTER (NW $\frac{1}{4}$) OF THE SOUTH EAST QUARTER (SE $\frac{1}{4}$) OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1950 AS DOCUMENT NO. 595530.

Property Address: 708 69th Street, Willowbrook, Illinois

PIN: 09-23-402-020

EXHIBIT B

PERMITTED EXCEPTIONS

1. 2024 and 2025 real estate taxes and subsequent years, not due and payable for the Property.
2. Building lines and easements, if any.

EXHIBIT C
POST-CLOSING OCCUPANCY AGREEMENT
(attached)

POST-CLOSING OCCUPANCY AGREEMENT

THIS POST-CLOSING OCCUPANCY AGREEMENT (“*Agreement*”) is made and entered into this ____ day of _____, 2026, by and between the Village of Willowbrook, an Illinois home rule municipal corporation (“*Buyer*”), and Ronald Cosentino (“*Seller*”), each a “*Party*” and collectively the “*Parties*.”

RECITALS

By that certain Purchase and Sale Agreement (“*Purchase Agreement*”) dated _____, 2026, executed by Buyer and Seller, and the other land trust beneficiaries (collectively “*Sellers*”) Buyer agreed to buy and Sellers agreed to sell the real property commonly known as 708 69th Street, Willowbrook, Illinois (“*Property*”).

The closing is to take place on the date of this Agreement. At closing, Seller will continue to have temporary possession of the Property after the closing pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, Seller agrees as follows:

1. **License to Remain on the Property.** Seller acknowledges and agrees that Seller has a non-exclusive license (“*License*”) to remain temporarily in possession of the Property effective as of the date of this Agreement on the terms and conditions contained herein. Seller is familiar with the condition of and has occupied the Property as his residence prior to the date hereof and accepts the Property in its “**AS IS/WHERE IS**” condition without any obligation on the part of Buyer to improve, maintain, or repair the Property. Seller will maintain the Property during the License Term (as defined in Section 2 below) in compliance with all applicable federal, state and municipal laws, codes, ordinances, and regulations, at Seller’s sole cost and expense. Seller must pay all costs and expenses associated with the operation and maintenance of the Property during the License Term, including, without limitation, all utility charges.

2. **License Term.** The term of this License (“*License Term*”) will commence as of the date of this Agreement and will terminate on or before _____, 2026 (“*Expiration Date*”); provided, however that Seller may terminate this Agreement at any time during the License Term upon no less than two days written notice to Buyer. Seller will notify Buyer in writing when Seller vacates the Property. Buyer may terminate this Agreement if Seller fails to comply with any of its obligations in this Agreement or the Purchase Agreement.

3. **Post-Closing Deposit.** As set forth in Section 12.B of the Purchase Agreement: (a) if Seller vacates the Property when required in this Agreement, the Parties will cause the Post-Closing Deposit (as defined in the Purchase Agreement) to be released from the post-closing possession escrow to Seller; or (b) if Seller fails to vacate the Property when required in this Agreement, the Parties will cause the Post-Closing Deposit to be released from the post-closing possession escrow to Buyer and Seller will also pay to Buyer an amount equal to \$250.00 per day

for each day that Seller remains in the Property as liquidated damages for the hold over period as the actual amount of damages incurred by Buyer are difficult to ascertain.

4. **Seller's Failure to Vacate; Damages.** If Seller fails to vacate the Property on or before 11:59 p.m. Central prevailing time on the Expiration Date, Buyer, without giving any further notice to Seller, will be entitled to utilize any legal or equitable rights available to it in order to recover possession of the Property, including, without limitation, removal of Seller. Seller acknowledges that Buyer may recover possession of the Property and remove Seller without obtaining a court order for eviction.

5. **Liens.** Seller will not cause or permit to be filed, recorded or enforced against the Property or Property, or any part thereof, any mechanics' liens or any claim for damage or any action affecting the title to the Property, and Seller will pay or cause to be paid the full amount of all such liens, claims and demands before any action is brought to enforce the same against the Property.

6. **Insurance.** Seller will maintain in full force and effect for so long as this Agreement is in effect, standard property insurance (and liability insurance), with limits of liability for bodily injury or death of more than one person and for damage to property in any one occurrence in an amount not less than what Seller is carrying as of the date of the Purchase Agreement, with such policy naming Buyer as an additional insured. Seller will provide a certificate of such insurance policy to Buyer upon the execution of this Agreement.

7. **Buyer Not Liable.** As a material part of the consideration for this Agreement, Seller hereby waives any claims against Buyer, its representatives, agents, employees and contractors and agrees to indemnify, defend, and hold Buyer, its representatives, agents, employees and contractors harmless from and against any and all actions, losses, damages, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, attorneys' fees) of any kind or character to any person or property arising from or caused by (a) any use of the Property or any part of the Property by or through Seller; (b) any act or omission of Seller; (c) any violation or alleged violation by Seller of any law, ordinance or regulation now or hereafter enacted; (d) any failure of Seller to maintain the Property in a safe and sanitary condition; and (e) any loss or theft whatsoever of any property of Seller or anything placed or stored by Seller on or about the Property, except for any loss, cost or damage arising out of the gross negligence or willful misconduct of Buyer.

8. **Assignability.** This License cannot be assigned, whether voluntarily or by operation of law, or sublet in whole or in part by Seller and Seller will not permit any use of the Property, or any part thereof, except in strict compliance with the provisions hereof, and any attempt to do so will be void.

9. **Cost of Enforcement.** In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Buyer to remove Seller from the Property, the unsuccessful Party agrees to pay to the prevailing Party (as determined by the trier of fact), in addition to such other relief as may be awarded by the court, agency or other authority before which such suit or proceeding is

commenced, all costs of enforcement in connection therewith including, but not limited to, attorneys' fees, expenses and costs of investigation.

10. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement will be sent and deemed received (A) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express) for guaranteed next business day delivery, or (B) by e-mail transmission on the day of transmission, provided proof of sending is maintained and produced by the sender on demand. Failure to produce proof on demand within a reasonable time voids any such notice, or (C) by personal delivery, if addressed to the parties as follows:

To Seller:

Ronald Cosentino
708 69th St.
Willowbrook, IL 60527

With a copy to:

John C. Germanier
5120 Main St., Ste 1
Downers Grove, IL 60515
Email: jgermanier@dupagelawfirm.com

To Buyer:

Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527
Attn: Village Administrator
E-Mail: shalloran@willowbrook.il.us

With a copy to:

Elrod Friedman LLP
350 North Clark Street, Second Floor
Chicago, Illinois 60654
Attn: Gregory T. Smith
E-Mail: gregory.smith@elrodfriedman.com

11. **General Provisions.**

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

B. **Rights Cumulative.** Unless otherwise provided in this Agreement, all rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

C. **Non-Waiver.** No waiver of any provision of this Agreement, and no delay in exercising or failure to exercise any right or authority set forth in this Agreement, will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

D. Consents. Unless otherwise provided in this Agreement, all required permissions, authorizations, approvals, acknowledgments, or similar indications of assent of any Party must be in writing.

E. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

F. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Illinois circuit courts in DuPage County, Illinois.

G. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.

H. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersede any and all previous or contemporaneous oral or written agreements and negotiations between the Parties, with respect to subject matter herein.

I. Interpretation. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party will not be applicable to this Agreement.

J. Amendments and Modifications. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed by all Parties.

M. Counterpart Execution. This Agreement may be executed in counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument. Facsimile or electronic counterpart copies of this Agreement will be considered for all purposes, including delivery, as originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below their respective signatures.

SELLER:

Sign: _____

Name: Ronald Cosentino

Date Seller executed: _____

BUYER:

VILLAGE OF WILLOWBROOK,
an Illinois home rule municipal corporation

By: _____
Frank Trilla, Mayor

ATTEST:

By: _____
Gretchen Boerwinkle, Village Clerk

Date Buyer executed: _____

EXHIBIT D
DISCLOSURE AFFIDAVIT
(attached)

State of Illinois)
) ss.
 County of _____)

DISCLOSURE AFFIDAVIT

I, _____ (“*Affiant*”), am involved with the owner of the legal title to 708 69th Street, Willowbrook, IL 60527, in DuPage County, State of Illinois, being first duly sworn and having personal knowledge of the matters contained in this Affiant, swear to the following:

1. That I am over the age of eighteen and the ☐ owner or ☒ authorized trustee or ☐ corporate official or ☐ managing agent or ☐ _____ of the grantor (“*Grantor*”) of the Real Estate (as defined below).
2. That the Real Estate (as defined herein) being conveyed to the “Grantee,” as defined below, is described as:

LOT TWENTY (20) (EXCEPT THE NORTH 33 FEET THEREOF) IN SCHILLER’S ADDITION BEING A SUBDIVISION OF THE SOUTH HALF (S ½) OF THE NORTH WEST QUARTER (NW ¼) OF THE SOUTH EAST QUARTER (SE ¼) OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1950 AS DOCUMENT NO. 595530.

P.I.N.: 09-23-402-020

Commonly known as: 708 69th Street, Willowbrook, Illinois (“*Real Estate*”).

3. That I understand that, pursuant to 50 ILCS 105/3.1, Illinois State Law requires the owner, authorized trustee, corporate official or managing agent of Grantor to submit a sworn affidavit to the Village of Willowbrook, an Illinois municipal corporation (“*Grantee*”), disclosing the identity of every owner and beneficiary having *any* interest, real or personal, in the Real Estate, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any interest, real or personal, in Grantor.
4. As the ☐ owner or ☐ authorized trustee or ☐ corporate official or ☐ managing agent or ☒ authorized trustee of the Grantor, I declare under oath that (choose one):

☒ The owners or beneficiaries of the trust are: Ronald Cosentino, Martin Cosentino, and Glenn Cosentino.

or

[] The shareholders with more than 7 1/2% interest are: _____

or

[] The corporation is publicly traded and there is no readily known individual having greater than a 7½% interest in the corporation.

This Disclosure Affidavit is made to induce the Grantee to acquire title to the Real Estate in accordance with 50 ILCS 105/3.1.

AFFIANT

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 2026.

NOTARY PUBLIC



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 10.

DATE: January 12, 2026

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A STANDARD FORM AT-RISK CONSTRUCTION MANAGEMENT CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT FOR 735 PLAINFIELD ROAD BETWEEN BURKE, LLC AND THE VILLAGE OF WILLOWBROOK AT TOTAL COST NOT TO EXCEED \$1,096,056.00

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Consider approval of a Construction Manager at Risk (CMAR) contract with Burke, LLC for demolition, soil remediation, and environmental closure activities at 735 Plainfield Road, including authorization of a Guaranteed Maximum Price (GMP) and associated project contingency

BACKGROUND/SUMMARY

The Village acquired the property at 735 Plainfield Road to support long-term redevelopment and eliminate a deteriorated commercial structure that has experienced interior flooding, structural decline, and environmental concerns. In order to prepare the site for future redevelopment, staff initiated a demolition and environmental remediation program and engaged Burke, LLC to provide Construction Manager at Risk (CMAR) services for project coordination, subcontractor procurement, environmental oversight, and IEPA regulatory closure activities.

Under the CMAR model, Burke obtained competitive pricing for demolition, soil removal, backfill, and liquid disposal work from qualified demolition contractors. The bid tabulation dated December 30, 2025 reflects four bids, which resulted in a low comparative subcontractor cost of \$703,600 across major demolition and remediation work items, including building demolition, soil haul-off, backfill, grading, liquid disposal, and an allowance for field-directed items administered by the engineer

Using the competitively bid subcontract pricing as the basis of work, Burke prepared the project cost structure, inclusive of CMAR services, environmental management, testing, and subcontractor administration. The CMAR contract establishes a Base Contract Amount of \$961,056 and a contingency of \$135,000, resulting in a Guaranteed Maximum Price (GMP) of \$1,096,056. The contract sets a substantial completion date of June 5, 2026 for demolition and site restoration activities, with the No Further Remediation (NFR) letter anticipated within 12 months of contract execution.

The contingency included within the GMP is intended to address potential unknown conditions, including differential contamination volumes, unforeseen subsurface material, and conditions uncovered during demolition or site disturbance. Consistent with the terms of the contract, contingency use requires Village authorization, and



any project savings below the GMP are shared between the Village and the CMAR in accordance with the agreement.

The demolition and remediation of 735 Plainfield Road represent an essential step toward redevelopment readiness, removal of a blighted structure, and preparation of the site for future investment.

FINANCIAL IMPACT

The total project cost is limited to the Guaranteed Maximum Price of \$1,096,056, which includes demolition, soil remediation, environmental reporting, project administration, and a contingency allowance. Funding for the project will be allocated from the Business District Fund.

If this item is approved, a budget amendment will be presented to the Village Board at the next regular meeting to formally appropriate the required project funding.

RECOMMENDED ACTION:

Staff recommends approval of the Construction Manager at Risk (CMAR) contract with Burke, LLC for demolition and environmental remediation services at 735 Plainfield Road, and authorization of the Guaranteed Maximum Price of \$1,096,056, inclusive of project contingency, as outlined in the contract documents.

RESOLUTION NO. 25-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
STANDARD FORM AT-RISK CONSTRUCTION MANAGEMENT CONTRACT FOR
DESIGNER-LED DESIGN-BUILD PROJECT FOR 735 PLAINFIELD ROAD BETWEEN
BURKE, LLC AND THE VILLAGE OF WILLOWBROOK AT TOTAL COST NOT TO
EXCEED \$1,096,056.00**

WHEREAS, the Village of Willowbrook (the “Village”) is a home rule unit of local government with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs; and

WHEREAS, the Illinois Constitution of 1970 provides that a home rule unit of local government may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; to license; to tax; and to incur debt; and

WHEREAS, the Village finds it necessary and desirable to enter into a design-build agreement for the demolition and environmental remediation of 735 Plainfield Road (the “Project”); and

WHEREAS, due to the nature of the Project, it is hereby determined that the professional services of a construction manager will facilitate the demolition and environmental remediation of the Property; and

WHEREAS, the design-build construction option usually offers cost and/or time savings versus traditional bid construction process; and

WHEREAS, the Village has previously utilized the construction manager services of Burke, LLC, and it is hereby determined that the ability and fitness of Burke, LLC is an integral part of the professional services to be obtained for the successful and cost effective completion of the Project; and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it

is in the best interest of the Village that competitive bidding be waived for the design-build Project for 735 Plainfield Road, and for the Village to enter into a contract with Burke, LLC to provide the services necessary for the Project.

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

SECTION 1: The foregoing recitals of the corporate authorities of the Village of Willowbrook are found to be true and correct and are incorporated as if fully set forth herein.

SECTION 2: The competitive bidding process for the design-build agreement for the 735 Plainfield Road Demolition and Environmental Remediation Project be and is hereby waived.

SECTION 3: The Village Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, a certain Standard Form At-Risk Construction Management Contract for Designer-LED Design-Build Project for 735 Plainfield Road between the Village of Willowbrook and Burke, LLC at a total cost not to exceed One Million Ninety-Six Thousand Fifty-Six and 00/100ths Dollars (\$1,096,056.00). A copy of said Contract is attached hereto as Exhibit "A".

SECTION 4: The Village Mayor be and is hereby authorized and directed to execute, on behalf of the Village, that certain contract with Burke, LLC, attached hereto as Exhibit "A" and made a part hereof, which contract is hereby approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 5: This resolution shall be effective upon its passage and approval by the Mayor and Board of Trustees of the Village of Willowbrook.

ADOPTED and APPROVED this 12th day of January, 2026, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”
AGREEMENT WITH BURKE, LLC



**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT
CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER: Village of Willowbrook

CONSTRUCTION MANAGER: Burke, LLC
9575 West Higgins Road
Suite 600
Rosemont, IL 60018-4920

PROJECT: 735 Plainfield Road Demolition and Environmental
Remediation

CONTRACT DATE: _____, 2026

BASE CONTRACT AMOUNT: \$961,056.00

CONTINGENCY: \$135,000.00

GUARANTEED MAXIMUM PRICE: **\$1,096,056.00**

SUBSTANTIAL
COMPLETION DATE: June 5, 2026

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

- 1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below.
- 1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager.

ARTICLE 2 - DEFINITIONS

- 2.1 Contract Documents. The Contract Documents consist of:
- .1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;
 - .2 This Contract;
 - .3 Surveys, geo-technical information, environmental reports and other information provided by the Owner pursuant to this Contract;
 - .4 The exhibit dated 12/18/25 prepared by CBBEL, including any Addenda thereto.
- In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.
- 2.2 Day. A "Day" shall mean one calendar day.
- 2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, remediation and/or cleanup.
- 2.4 Owner. The Owner for the purposes of this Contract is Village of Willowbrook.
- 2.5 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner, or any separate contractor's subcontractor.
- 2.5 Substantial Completion. Substantial Completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended. Obtainment of No Further Remediation letter from the IEPA is expected within 12 months from the date of the acceptance of this contract.

- 2.6 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.
- 2.7 The Work. The Work consists of all of the construction, demolition, soil remediation (confined within the property), haul-off, disposal, testing, site remediation reporting and planning, obtaining of No Further Remediation letter from IEPA, and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

- 3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.
- 3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work.
- 3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.
- 3.4 Meetings. The Construction Manager shall schedule and conduct meetings at which the appropriate parties can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.
- 3.5 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.
- 3.6 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances

between actual and estimated costs and report the variances to the Owner in the monthly written reports.

- 3.7 Permits. The Construction Manager and/or the subcontractors will obtain all applicable demolition and environmental remediation permits.
- 3.8 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.
- 3.9 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.
- 3.10 Hazardous Materials. This proposal represents a preliminary estimate based on current site conditions and available information. All findings, recommendations, specifications, and professional opinions have been prepared in accordance with generally accepted professional practice within the scope of the project. The proposal is subject to authorization by the Village and may be modified based on additional site conditions or regulatory guidance. The Construction Manager shall not be obligated to commence or continue Work, until any known or suspected Hazardous Material that were not previously identified in the Phase I and II Environmental Reports are discovered at the Project site has been removed or rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency. The Construction Manager shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material. The Construction Manager shall not be required to perform any Work relating to or in the area of known or suspected Hazardous Material without written mutual agreement and shall resume Work in the area affected by any Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or rendered harmless. If the Construction Manager incurs additional costs and/or is delayed due to the presence of known or suspected Hazardous Material, the Construction Manager shall be entitled to a Change Order equitably adjusting the Guaranteed Maximum Price and/or the date of Substantial Completion. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless, regardless of fault, negligence or other liability, the Construction Manager, Engineer, all Subcontractors and Subsubcontractors, and the agents, officers, directors and employees of each of them from and against any and all claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to attorney's fees, arising out of or relating to the performance of the Work in any area affected by Hazardous Material. The terms of this indemnification shall survive completion or termination of this Contract.

- 3.11 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems selected, required or specified by the Owner.
- 3.12 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.
- 3.13 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner and the Engineer harmless from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) to the extent of the negligence attributed to such acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner or the Engineer, their officials, agents and employees for their own negligent acts or omissions.
- 3.14 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, and subject to Art. 7.5.2 hereof, all work at the site shall be performed during regular working hours; and the Construction Manager will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent, which shall not be unreasonably withheld, given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M. without the Owner's written consent, which shall not be unreasonably withheld, given after prior written notice.
- 3.15 Selection of Labor. The Construction Manager shall comply with all Illinois statutes pertaining to the selection of labor.
- 3.16 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person

who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

3.17 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of

investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

3.18 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

3.19 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).

3.20 Wages of Employees on Public Works. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

The submission by the Construction Manager and each subcontractor of payrolls, or copies thereof, is not required. However, the Construction Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

3.21 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.

3.22 Steel Procurement. The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Owner certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Owner's requirements or cannot be manufactured or

produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

3.23 Certifications.

- .1 Illinois Taxes. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and managers are, not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
- .2 Bid Rigging. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and managers have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.
- .3 Drug-free Workplace. The Construction Manager shall certify that it will provide a drug-free workplace by:
 - .1 Publishing a statement:
 - .1 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Construction Manager's workplace;
 - .2 Specifying the actions that will be taken against employees for violations of such prohibition;
 - .3 Notifying the employee that, as a condition of employment on such contract, the employee will:
 - .1 abide by the terms of the statement; and
 - .2 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:
 - .1 the dangers of drug abuse in the workplace;
 - .2 the Construction Manager's policy of maintaining a drug-free workplace;
 - .3 any available drug counseling, rehabilitation, and employee assistance program; and
 - .4 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 3.23.3.1 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;
 - .4 Notifying the Owner within ten (10) days after receiving notice under subparagraph 3.23.3.1.3.2 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.
- .4 Educational Loan. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and managers are, not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
 - .5 Human Rights Number. The Construction Manger shall certify that at the time the Construction Manager was awarded this Contract, the Construction Manager had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

ARTICLE 4 - SUBCONTRACTS

- 4.1 General. Work subject to this Contract not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
 - 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work, and shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.
- .1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract

Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Substantial Completion Date and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.

- .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection, or with anyone who is otherwise unqualified to perform the Work.
- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content.
- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

- 5.1 One-Year Warranty. The Construction Manager warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. **ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.**

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
 - .2 Inspection and testing services during construction as required by the law or as mutually agreed;
 - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.
- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.
- 6.5 Owner's Representative. The Owner's Representative for this Project is the Public Works Director, who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice, provided, however, that the Owner's Representative shall not have authority to increase the Contract Price by more than \$10,000 nor to extend the Substantial Completion Date. Authority to increase the Contract Price by more than \$10,000 or to extend the Substantial Completion Date may only be exercised by written Change Order signed by Village Manager. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing.

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the contract date identified on the first page of this contract. A delay in the Owner's execution of this Contract which postpones the commencement of the Work shall require a Change Order equitably adjusting the Substantial Completion Date.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the Substantial Completion Date identified on the first page of this Contract, as adjusted in accordance with the provisions of this Contract. Time shall be of the essence of this Contract. "Contract Time" means the measurement of time between the Execution Date, as defined in Art. 7.1 hereof, and the Substantial Completion Date, as defined in Art. 7.2 hereof
- 7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the Substantial Completion Date shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, the discovery of Hazardous Materials or differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.
- 7.4 Inclement Weather. The Substantial Completion Date shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Substantial Completion Date, the Construction Manager shall not be entitled to an extension of the Substantial Completion Date. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Substantial Completion Date shall be extended by the appropriate number of calendar days.
- 7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts, shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. Subject to paragraphs 7.3 and 7.4 hereof, if the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed within the Contract Time, the Construction

Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:

- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
- .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

- 7.6 Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that, pursuant to paragraph 11.2, the Construction Manager has materially breached this Contract.

ARTICLE 8 - PAYMENT

- 8.1 Guaranteed Maximum Price. This proposal represents an estimate based on current site conditions and available information. All findings, recommendations, specifications, and professional opinions have been prepared in accordance with generally accepted professional practice within the scope of the project. The proposal is subject to authorization by the Village and may be modified based on additional site conditions or regulatory guidance. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee including professional fees, general conditions, insurance, overhead and profit is identified on **Exhibit A - Summary Schedule of Values**. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change

Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

- 8.2 Compensation. For the Construction Manager's performance of the Work, the Owner shall pay the Construction Manager in current funds the sum of the Cost of the Work as defined in this Article plus the Construction Manager's Fee of twelve percent (12%) of the Cost of the Work.
- 8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.
- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.
- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
 - .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
 - .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
 - .4 Subtract the aggregate of previous payments made by the Owner.
 - .5 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
 - .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.
- 8.4 Progress Payment Documentation. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

- (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
- (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;
- (C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.

8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)

8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.

8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.

.1 The amount of the final payment shall be calculated as follows:

- .1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

- .2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.
 - .2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.
 - .3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.
- 8.8 Cost of the Work. The term "Cost of the Work" shall mean costs incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall be the sum of the Construction Manager's subcontracts identified in the Schedule of Values. The Cost of the Work shall include the items set forth below.
 - .1 Labor costs.
 - .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site locations.
 - .2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when engaged in performance of the Work.
 - .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
 - .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health

benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.

- .2 Subcontract costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.
- .3 Costs of materials and equipment incorporated in the completed construction.
 - .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
 - .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.
- .4 Costs of other materials and equipment, temporary facilities and related items.
 - .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
 - .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
 - .3 Costs of removal of debris from the site.
 - .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
 - .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
- .5 Miscellaneous costs.

- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
 - .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
 - .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
 - .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
 - .5 Expenses and time incurred investigating potential changes in the Work.
 - .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.
 - .7 Data processing costs related to the Work.
 - .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
 - .9 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
 - .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
- .6 Other costs. Other costs incurred in the performance of the Work.
 - .7 Emergencies and repairs to damaged or nonconforming work.
 - .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 - .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.

- .8 Professional Service Fees. Fees shall be Lump Sum as identified in Schedule of Values and shall be attached as "Cost of Work".
- 8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.
- .1 The Cost of the Work shall not include:
- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.
 - .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.
 - .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.
 - .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
 - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded, except as otherwise provided for in this Contract.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.
- 8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access, upon advance written notice, to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda

and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:

- .1 Defective work not remedied;
- .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
- .3 Failure to make payments to subcontractors for labor, materials or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
- .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
- .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract and signed by the Owner and Construction Manager, stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.

9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
- .2 A mutually accepted, itemized lump sum;
- .3 Time and materials.

Construction Manager's fee, as set forth in Art. 8.2 hereof, shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed

Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Substantial Completion Date shall be equitably adjusted.

- 9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Substantial Completion Date shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.
- 9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

- 10.1 The Construction Manager's Insurance. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:
- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
 - .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
 - .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
 - .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
 - .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;

- .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
 - .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
 - .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.
- 10.2 The Construction Manager's liability insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

Comprehensive Automobile Liability Insurance

Combined Single Limit, each accident	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000

Worker's Compensation & Employer's Liability

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee

Commercial Umbrella/Excess Liability

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

Professional Liability

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

- 10.3 Liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

- 10.4 Primary Insurance. The Construction Manager's insurance shall be primary insurance as respects the Owner and Engineer. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer.

- 10.5 Acceptability of Insurers. The insurance carrier(s) used by the Construction Manager shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule.

- 10.6 The Owner's Insurance. The Owner shall obtain and maintain property insurance in a form reasonably acceptable to the Construction Manager upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include as named insureds the Owner and Construction Manager, Engineer, Subcontractors and Subsubcontractors. This insurance shall insure against loss from the perils of fire and extended coverage, and shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least: theft, vandalism, malicious mischief, transit, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or material. The Owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The Owner shall be responsible for any co-insurance penalties or deductibles. If the Owner occupies or uses a portion of the Project prior to its Substantial Completion, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and the Construction Manager and to which the insurance company or companies providing the property insurance have consented by endorsing the policy or policies. This insurance shall not be canceled or lapsed on account of partial occupancy. Consent of the Construction Manager to such early occupancy or use shall not be unreasonably withheld. Upon the Construction Manager's request, the Owner shall provide the Construction Manager with a copy of all policies before an exposure to loss may occur. Copies of any subsequent endorsements shall be furnished to the Construction Manager. The Construction Manager shall be given thirty (30) days' notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage. The Owner shall give written notice to the Construction Manager before commencement of the Work if the Owner will not be obtaining property insurance. In that case, the Construction Manager may obtain insurance in order to protect its interest in the Work as well as the interest of the Engineer, Subcontractors and Subsubcontractors in the Work. The Guaranteed Maximum Price shall be increased by the cost of this insurance through Change Order. If the Construction Manager is damaged by failure of the Owner to purchase or maintain property insurance or to so notify the Construction Manager, the

Owner shall bear all reasonable costs incurred by the Construction Manager arising from the damage.

- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.
- 10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the aggregate of the Construction Manager's Fee and the Engineer's Fee, and payment of the obligations arising thereunder. Bonds may be obtained through the Construction Manager's, or subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the aggregate of the Construction Manager's Fee and the Engineer's Fee. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.

ARTICLE 11 - TERMINATION

- 11.1 By the Construction Manager. Upon seven (7) days' written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:
- .1 if the Work has been stopped for a thirty (30) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;

- b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or
 - c. because of the Owner's failure to pay the Construction Manager in accordance with this Agreement;
- .2 if the Work is suspended by the Owner for sixty (60) days;
 - .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
 - .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

11.2 By the Owner for Cause. If the Construction Manager persistently fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days' written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Upon seven (7) days' written notice to the Construction Manager and the Construction Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:

- .1 if the Construction Manager persistently utilizes improper materials and/or inadequately skilled workers;
- .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
- .3 if the Construction Manager persistently fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment until the Work is completed. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its

rights under this paragraph, upon the request of the Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

- 11.3 By the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall provide reasonable cooperation to the Owner by taking all reasonable steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.
- 11.4 Suspension By The Owner For Convenience. Subject to the provisions of Art. 11.1 of this Contract, the Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the Substantial Completion Date caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

ARTICLE 12 - DISPUTE RESOLUTION

- 12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, either party may initiate mediation as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.

- 12.2 Mediation. In the event that any dispute arising out of or relating to this Contract is not resolved in accordance with the procedures provided in Section 12.1, such dispute shall be submitted to mediation with American Arbitration Association ("AAA") or JAMS/Endispute, Inc. If the mediation process has not resolved the dispute within thirty (30) days of the submission of the matter to mediation, or such longer period as the parties may agree to, the dispute shall be decided by arbitration as set forth below.
- 12.3 Arbitration. All claims, disputes and other matters in question not resolved by mediation (hereinafter referred to as a "Controversy") between the parties to this Contract arising out of or relating to this Contract or the breach thereof shall be decided by arbitration at the AAA or JAMS/Endispute, Inc. in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other party to this Contract and with the AAA or JAMS/Endispute. The demand must be made within a reasonable time after the party tendering the demand has determined that mediation has failed to resolve the claim, dispute or other matter in question. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such Controversy would be barred by the applicable statute of limitations. Any arbitration may be consolidated with any other arbitration proceedings. Either party may join any other interested parties. The award of the arbitrator shall be specifically enforceable in a court of competent jurisdiction
- 12.4.1 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement, arbitration award or court judgment entered resolving the dispute.
- 12.5 Required in Subcontracts. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

ARTICLE 13 - LIQUIDATION AND LIMITATION OF LIABILITY

- 13.1 Late Completion. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal to Two Hundred Dollars (\$200) for each day that the Work is late in reaching Substantial Completion.
- 13.2 Limitation of Liability. The Owner acknowledges that the Construction Manager is a limited liability company and agrees that any claim made by the Owner arising out of or pertaining to this Contract shall be made against only the Construction Manager and not against any member, manager, director, officer, employee or agent of the Construction Manager or any other company affiliated with the Construction Manager.

- 13.4 Consequential Damages. Notwithstanding anything to the contrary in this Contract, in no event shall the Construction Manager or any of its Subcontractors be liable for consequential loss or damage, including but not limited to loss of use or profits, and the Owner hereby releases the Construction Manager and its Subcontractors from any such liability.

ARTICLE 14 - MISCELLANEOUS

- 14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.
- 14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.
- 14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.
- 14.4 Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Illinois, without application of its conflicts-of-laws provisions.
- 14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 Existing Contract Documents. A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.

Owner:

Contractor:

Burke, LLC, an Illinois limited liability company

By: _____ Date: _____

By: _____ Date: 12/31/2025

Principal

Attest: _____ Date: _____

WILLOWBROOK – 735 PLAINFIELD ROAD DEMOLITION AND ENVIRONMENTAL REMEDIATION PROJECT

SCHEDULE OF PRICES

Construction Services	\$886,752
Asbestos Abatement	\$45,600
Demolition	\$325,600
Post Demolition Dig Area Delineation	\$22,552
Soil Remediation and Non-Special Waste	\$360,000
Disposal Liquid Disposal	\$18,000
Contingency	\$115,000
Environmental Remediation Professional Services	\$112,304
Preconstruction Services	\$2,950
Field Management of Remediation and Confirmation Soil Sampling	\$27,119
IEPA SRP Enrollment, Reporting, and NFR	\$60,285
Asbestos Survey/Sampling/Analysis	\$1,950
Contingency	\$20,000
Demolition Professional Services	\$97,000
Preconstruction Services	\$1,950
Design and Construction Engineering	\$38,925
Construction Manager's Fee	\$56,125
Contract Total	\$1,096,056

*Note that while the ceiling tiles tested positive for asbestos, we were unable to determine the exact quantities. The basement was flooded and iced over due to extreme weather conditions at the time of the inspection.



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SCALE IN FEET

LEGEND:

SPECIAL WASTE REMOVAL

PAVEMENT REMOVAL

BUILDING REMOVAL

CUT AND CAP EX. UTILITY



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 11.

DATE: January 12, 2026

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DESIGN COLLECTIVE, INC. TO PROVIDE VISIONING AND CONCEPT DESIGN SERVICES TO THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$30,000.00

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Consider authorization to engage Design Collective to begin the Sub Area Planning and Visioning initiative, preparation of a preferred concept plan and summary materials, and direction to staff to prepare a budget amendment for consideration at the next Board meeting.

BACKGROUND/SUMMARY

The Village recently adopted an updated Comprehensive Plan that identifies several key corridors and redevelopment areas as future opportunity districts for reinvestment, mixed use activity, and strengthened community gathering and open spaces. To advance the implementation of these priorities, staff is recommending a focused Sub Area Planning and Visioning effort that will refine and build upon the framework established in the Comprehensive Plan.

Through this initiative, Village staff will work with Design Collective to refine development concepts, land use organization, and site planning options within select focus areas. The goal is to translate the Comprehensive Plan recommendations into clear, site-specific sub-area plans that can guide future redevelopment discussions and implementation decisions.

This effort will help the Village take a coordinated and proactive approach to redevelopment. It will confirm realistic development program options, refine site layout and access concepts, and identify opportunities that support housing, commercial investment, community gathering areas, and mixed use development consistent with the Village's long term planning vision.

As of right now, staff expects to present a final update to the Board at a Committee of the Whole meeting by Spring or Summer of 2026.

FINANCIAL IMPACT

Step One services will be completed for an amount not to exceed \$30,000. If approved, staff will bring forward a budget amendment from the Opportunity Reserve Fund for Board consideration at the next regular meeting to allocate funds for this initiative.

RECOMMENDED ACTION:

Staff recommends that the Village Board authorize Design Collective to proceed with Step One of the Sub Area Planning and Visioning initiative as outlined, and direct staff to prepare a budget amendment for consideration at the next Board meeting.

RESOLUTION 25-R- _____

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
WITH DESIGN COLLECTIVE, INC. TO PROVIDE VISIONING AND
CONCEPT DESIGN SERVICES TO THE VILLAGE OF WILLOWBROOK
AT A COST NOT TO EXCEED \$30,000.00**

WHEREAS, the Village of Willowbrook (the “Village”) is a home-rule unit of government pursuant to the provisions of Article VII, Section 6, of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village of Willowbrook has determined it is necessary to engage the services of a professional architectural firm to provide visioning and concept design services to the Village of Willowbrook (the “Project”) and, as detailed in that certain Proposal and Agreement for visioning and concept design services (the “Agreement”), attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the Village desires to retain Design Collective, Inc. to provide professional visioning and concept design services to the Village for the Project; and

WHEREAS, the Village has determined that such services involve a high degree of professional skill and judgment; and

WHEREAS, the Village has determined that it is necessary, proper and in the best interest of the Village to retain Design Collective, Inc. to provide professional visioning and design services, all as set forth in its proposal and upon the terms and conditions as set forth in that certain agreement, and terms and conditions attached hereto as Exhibit "A" and made a part hereof.

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 foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook as if fully restated herein.

SECTION 2: That certain proposal and agreement by and between Design Collective, Inc. and the Village of Willowbrook, attached hereto as Exhibit "A" and made a part hereof, be and is hereby adopted and approved.

SECTION 3: The Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village of Willowbrook, that certain proposal and agreement by and between the Village of Willowbrook and Design Collective, Inc.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4: This Resolution shall be effective upon its passage and approval by the Mayor and Board of Trustees of the Village of Willowbrook.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 12th day of January, 2026, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**PROFESSIONAL SERVICES PROPOSAL AND AGREEMENT BY AND BETWEEN
DESIGN COLLECTIVE, INC.
AND THE VILLAGE OF WILLOWBROOK**



THE ROTUNDA, MIXED-USE DEVELOPMENT, BALTIMORE, MD

PROPOSAL FOR

VISIONING & CONCEPT DESIGN

THE VILLAGE OF WILLOWBROOK

DECEMBER 22, 2025

Design
Collective

ARCHITECTURE
PLANNING
INTERIORS
LANDSCAPE
ARCHITECTURE
PLANNING
INTERIORS
LANDSCAPE
ARCHITECTURE
PLANNING
INTERIORS
LANDSCAPE
ARCHITECTURE
PLANNING
INTERIORS
LANDSCAPE
ARCHITECTURE

WWW.DESIGNCOLLECTIVE.COM

Baltimore

100 East Pratt Street, 18th Floor
Baltimore, Maryland 21202
Tel 410.685.6655
Fax 410.539.6242

Chicago

233 South Wacker Drive
Chicago, Ill 60606
Tel 312.625.4747

December 19, 2025 **REVISED Januray 6, 2026**

Sean Halloran, Village Administrator
The Village of Willowbrook
835 Midway Drive, Willowbrook, IL 60527

Re: Visioning & Concept Design

Dear Sean, Frank, Alex, and Michael

Design Collective is pleased to submit our qualifications and proposal for Visioning and Concept Design. Our team brings a strong background in planning, urban design, architecture, and placemaking - ***delivering creative, impactful, and vibrant places that celebrate a community's history, culture, and people.*** We are excited by the opportunity to help the Village realize your goal to create a live-work-play district or development where the community can come together for events, festivals, markets, shopping, and dining.

As we understand, this effort may require studying underutilized properties in the industrial area near Route 83 and I-55, recently purchased properties adjacent to Willowbrook Pond, and/or properties along the southside of Plainfield Road (and perhaps others). Rather than studying all of these properties with equal vigor, detail, and graphic visualizations, we suggest a two step effort to enable a cost-effective approach:


Step One: convene a workshop with the Village to study the feasibility and potential of any and all properties you deem worth evaluating; including the preparation of “high level” concept plan options, “ballpark” quantification of development program (uses, square feet, number of housing units, parking, etc), and evaluation of photographs of relevant projects that convey your vision. This will allow us, with your immediate participation and input, to efficiently evaluate options, pros and cons, and determine a preferred approach without the need for unnecessary concept plan detail and visualizations for every property.

Step Two: based upon input from the workshop, confirm the ***preferred*** location and properties to be included, further refine a concept plan with adequate ,though still conceptual, detail, quantify a more accurate development program, and prepare necessary supporting narrative, documentation, and/or graphic visualizations.

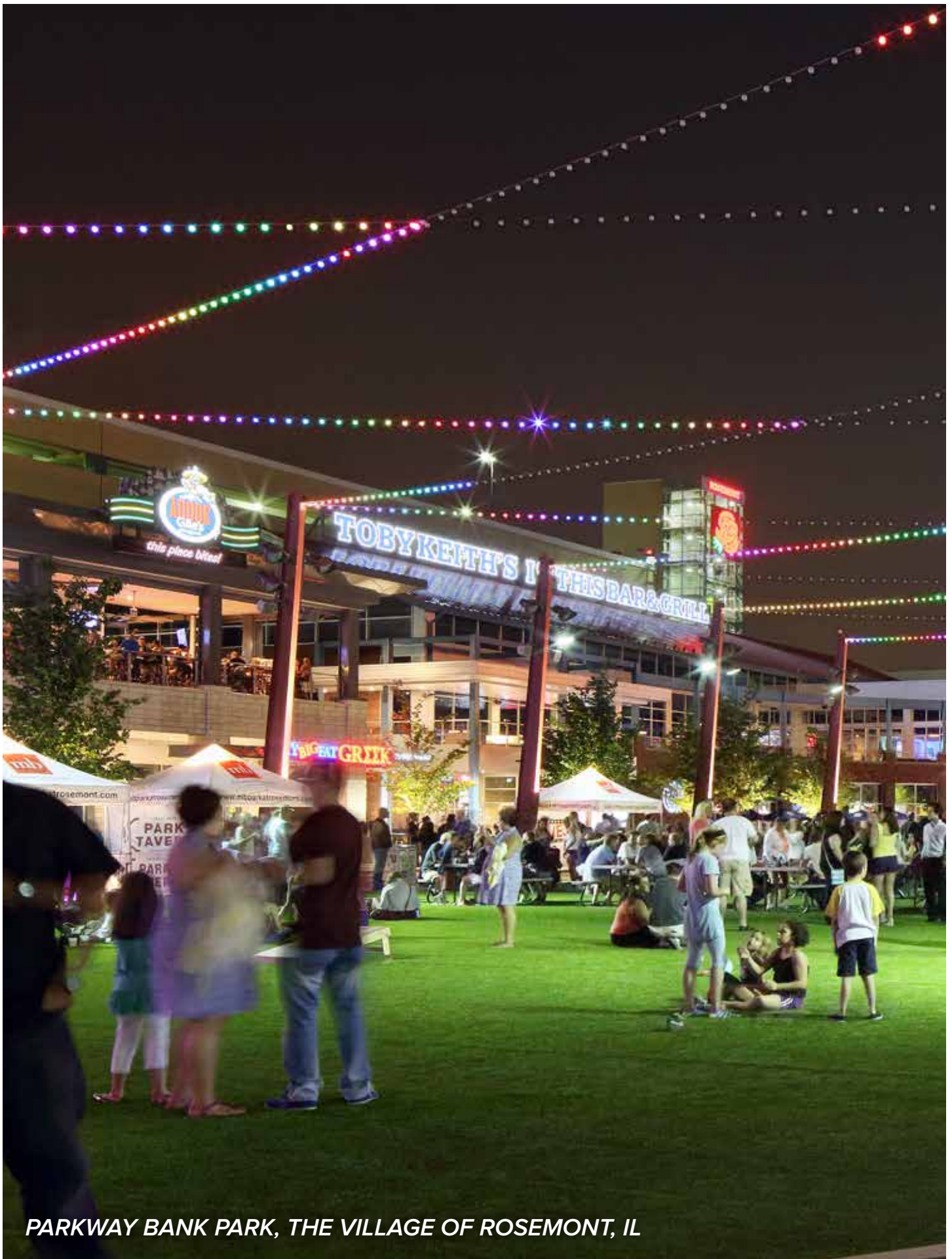
This proposal is for Step One, only. Upon confirmation of a preferred approach, we will, upon your direction, proceed with Step Two. Services and fees for Step Two are outlined as line item costs so that you can begin considering what may, or may not, be needed regarding next steps.

We look forward to the opportunity to partner with the Village. Please let us know if you have any questions or require adjustments to our approach. If acceptable, you may sign and return an executed copy.

Thank you for your consideration.



Matthew A. D'Amico
Principal



PARKWAY BANK PARK, THE VILLAGE OF ROSEMONT, IL

CONTENTS

PROPOSED SCOPE, APPROACH, & FEE	7
SUMMARY OF RELEVANT QUALIFICATIONS	25



DOWNTOWN FREDERICK & CARROLL CREEK REDEVELOPMENT, FREDERICK, MD



SCOPE APPROACH FEE

SCOPE OF SERVICES & APPROACH

STEP ONE: CONVENE A TWO-DAY WORKSHOP IN WILLOWBROOK

» PREPARATION

- **Prepare base plans and/or Property Maps:** To prepare for the workshop, our team will work with the Village to compile and print base maps for all potential sites/properties at an appropriate scale for drawing/planning, to include at a minimum: 1) property lines and ownership; 2) existing streets, parking, and access drives; 3) existing buildings; 4) any site infrastructure, easements, or constraints (environmental, legal, physical, ponds, etc); 5) topography (if available and pertinent); 6) and similar information that may be readily available from the Village or from available GIS.
- **Understand Zoning and Development Regulations:** We will work with the Village to understand zoning (permitted uses, building heights, density or FAR, and similar), area plans, overlays, TIF boundaries, or other policy or development regulations that may inform our work.
- **Material Preparation:** In advance of the workshop, our team will discuss and understand the Village's goals and vision. Based upon this understanding, we will compile and provide necessary workshop materials and compile photographs (from our current library of resources) that reflect, for example, potential or relevant: 1) public space design and programming; 2) events, markets and festivals; 3) architectural design character, massing, and heights; 4) building types and uses; 5) placemaking and branding; 6) streetscape design; and, 7) other design characteristics as learned from conversations with the Village.
- **Attendance, Coordination, and Scheduling:** We will work with the Village to schedule the workshop with adequate notice to ensure key Village stakeholders are able to attend. We request the Village provides/reserves a large room (conference room or similar) for 2 consecutive days. We may need access to the building and room in the evening of Day one and early on Day Two.



» TWO-DAY WORKSHOP

» DAY ONE

- **Evaluate pros and cons of each site/property;**
- **Discuss and confirm Planning Objectives for the redevelopment of each site/property:** we anticipate arriving mid- to late-morning to convene with the client team, for approximately 1 hour, to review sites/properties from our compiled base/property maps; dialogue pros/cons, opportunities, goals, and vision for each site/property; discuss uses, building heights, building types, and general densities; public open space, programming and activation; and confirm planning and design objectives.
- **Develop conceptual site layouts and redevelopment scenarios:** based upon input from the morning session, our design team will convene in the afternoon to prepare “high level” concept plans for any and all sites or properties requested; quantify a “ballpark” development program (uses, square feet, number of housing units, parking, building heights, and similar); and identify precedent images (compiled from pre-prepared photos from our preparation step) that best reflect a redevelopment vision for each site/property. We anticipate the need to work through lunch until late afternoon. If someone is around for questions, that would be great – but not mandatory.
- **Evaluate feasibility, site access, site organization, and potential development programs:** Reconvene late afternoon with the client team to evaluate and dialogue concept plans, public space design, programming, and activation, and development program; identify preferred precedent images that best convey the Village’s vision. Identify preferences, desired revisions to plans, and next steps.
- If time permits, we may begin refining concepts in the evening.

» DAY TWO

- **Morning – Refine conceptual site layouts and redevelopment scenarios:** our design team will refine concepts based upon client input from Day One. This will include refinement of Planning Objectives, refinement of Conceptual Site Layouts and Redevelopment Scenarios, refinement of a ballpark development program for each site layout as confirmed on Day One, and compilation of preferred and most relevant precedent images that best convey the vision and design intent for each site layout.
- **Afternoon – Discuss and Evaluate Feasibility, Access, Organization, and Development Programs:** Reconvene with the client to dialogue and evaluate refinements. Identify a single, preferred plan, site/property, and approach. Discuss next steps (or connect after a few days). Discuss materials needed to support internal planning and future decision making; Discuss architectural visualizations or massing where appropriate.

» POST WORKSHOP: CONCEPTUAL PLAN PACKAGE

- Package all workshop materials and send to the client, including:
- **Concept Plan:** Refine a single, preferred and final DRAFT Concept Plan based upon feedback from Day Two and any feedback considered following the workshop. (we don’t anticipate final direction at the Workshop but, rather, we anticipate the Village may require some time to think about the various options prepared)
- **Development Program:** Prepare a more accurate, though still conceptual ballpark, development program for the preferred plan (uses, square feet, number of housing units, parking, building heights, and similar) keyed to the plan.
- **Precedent:** Compile preferred precedent images that best convey the vision and design intent.
- **Concept Plan Booklet:** Prepare a simple and concise pdf Summary Booklet that summarizes the plan and includes all graphic deliverables (see examples)

STEP ONE: FEES

If our background understanding, scope of services and deliverables described above is acceptable, we offer to provide these services for a fee **not to exceed \$30,000**, as follows: 1) professional services for a lump sum fee of \$28,000, to be billed as a percentage of completion each month; and 2) reimbursable and travel expenses not to exceed \$2,000, billed monthly.

Based on a prompt return of this Authorization, and confirmation by you of the above scope, deliverables, and fee, we expect to be able to begin this effort within 1 week of receipt of signed agreement. If you are in agreement with the foregoing, please sign and date in the designated area below and return a copy of this proposal to our office. Please be advised that until we receive a signed copy of this proposal back from you, we cannot begin our work. Therefore, if time is of the essence, please feel free to send a signed pdf copy to us via email.

HOURLY RATES

If any services are requested to be performed on an hourly basis, they shall be performed at the rates of Three Hundred Forty Dollars (\$340.00) per hour for Senior Principal, Two Hundred Eighty-Five Dollars (\$285.00) per hour for Principal, Two Hundred Thirty Five Dollars (\$235.00) per hour for Senior Associate, One Hundred Ninety Five Dollars (\$195.00) per hour for Associate, One Hundred Seventy-five Dollars (\$175.00) per hour for Planner/Designer III, One Hundred Fifty Dollars (\$150.00) per hour for Planner/Designer II, and One Hundred Thirty Dollars (\$130.00) per hour for Planner/Designer.

REIMBURSABLE AND TRAVEL EXPENSES

Reimbursable expenses will include printing and reprographic services, travel expenses, food, lodging, delivery, courier and shipping services, materials and supplies for presentations, specifications, building permit fees, photographs, long distance telephone charges, facsimile transmissions and any miscellaneous in-house and outside expenses incurred while providing services. These expenses are capped at a NTE as noted above.

Correspondence, prints, shop drawings, etc., will normally be mailed unless messenger or overnight delivery is requested. All such expenses are considered reimbursable.

Reimbursable expenses will be billed on a monthly basis at a multiple of 1.1 times cost.

Accepted: _____ Date: _____

Please print name and title

Accepted: _____ Date: _____

Signature of a duly authorized representative to approve this contract

SAMPLE STEP ONE DELIVERABLES



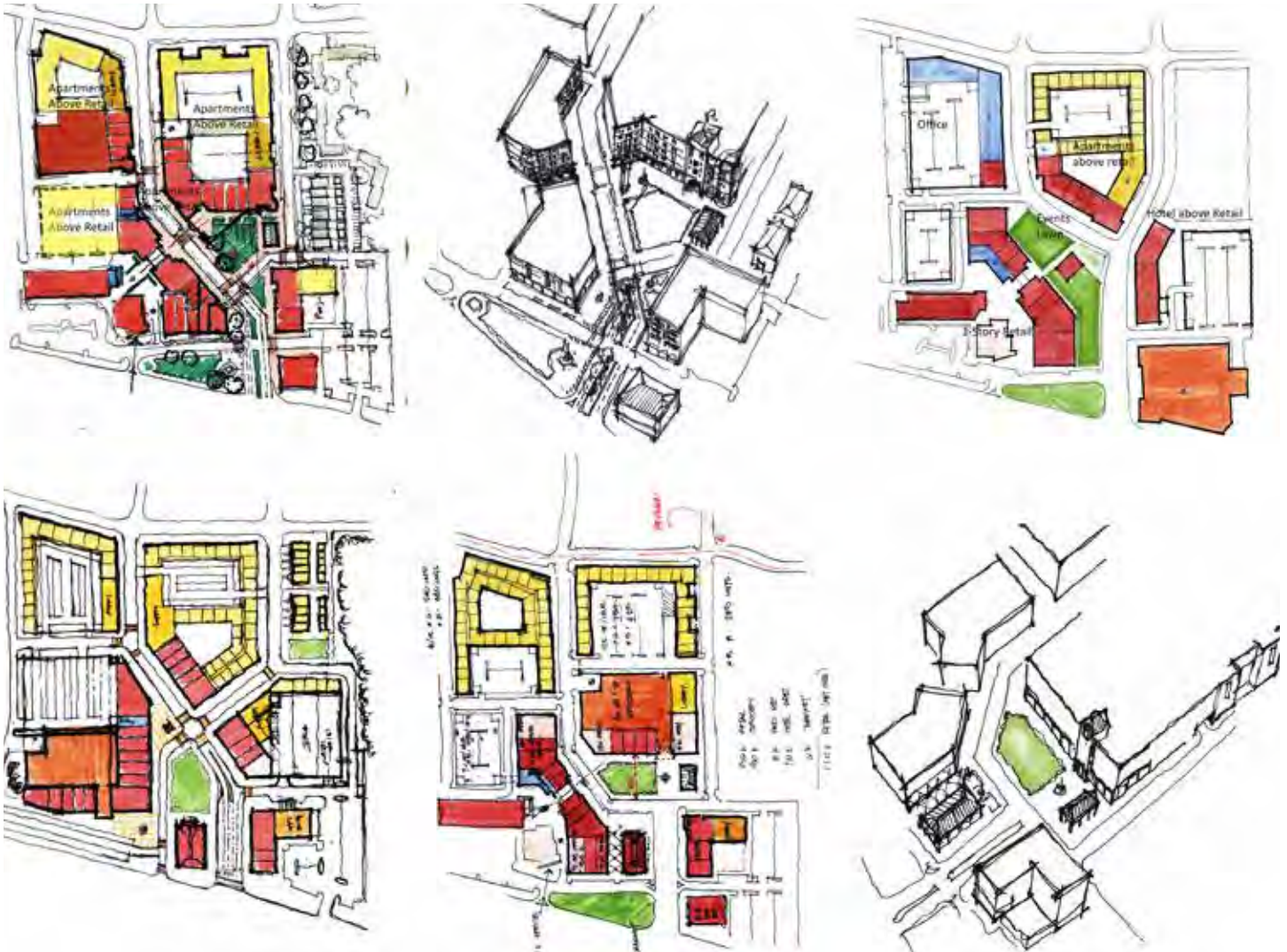
Laurel Park Village Center and Events Space

Option 1
125,000 SF

Option 2
85,000 SF

Option 3
55,000 SF

SAMPLE STEP ONE DELIVERABLES



Hollywood Commercial District

Precedents Images - Enhanced Streetscape and Beautification Plan

STREETSCAPE & PLACEMAKING



Hollywood Commercial District

Precedent Images - Walkable Village

DEVELOPMENT CHARACTER



EXAMPLES OF PRECEDENT IMAGES TO CONVEY VISION & DESIGN INTENT



East of Knoll
Apartment: 674 Units
Units: 1,000 - 1,200 sq ft
SP 55: 48' - 120' (30')
SP 55: 80' - 120' (30')
SP 55: 120' - 150' (30')
SP 55: 150' - 180' (30')
SP 55: 180' - 210' (30')
SP 55: 210' - 240' (30')
SP 55: 240' - 270' (30')
SP 55: 270' - 300' (30')
SP 55: 300' - 330' (30')
SP 55: 330' - 360' (30')
SP 55: 360' - 390' (30')
SP 55: 390' - 420' (30')
SP 55: 420' - 450' (30')
SP 55: 450' - 480' (30')
SP 55: 480' - 510' (30')
SP 55: 510' - 540' (30')
SP 55: 540' - 570' (30')
SP 55: 570' - 600' (30')
SP 55: 600' - 630' (30')
SP 55: 630' - 660' (30')
SP 55: 660' - 690' (30')
SP 55: 690' - 720' (30')
SP 55: 720' - 750' (30')
SP 55: 750' - 780' (30')
SP 55: 780' - 810' (30')
SP 55: 810' - 840' (30')
SP 55: 840' - 870' (30')
SP 55: 870' - 900' (30')
SP 55: 900' - 930' (30')
SP 55: 930' - 960' (30')
SP 55: 960' - 990' (30')
SP 55: 990' - 1,020' (30')
SP 55: 1,020' - 1,050' (30')
SP 55: 1,050' - 1,080' (30')
SP 55: 1,080' - 1,110' (30')
SP 55: 1,110' - 1,140' (30')
SP 55: 1,140' - 1,170' (30')
SP 55: 1,170' - 1,200' (30')
SP 55: 1,200' - 1,230' (30')
SP 55: 1,230' - 1,260' (30')
SP 55: 1,260' - 1,290' (30')
SP 55: 1,290' - 1,320' (30')
SP 55: 1,320' - 1,350' (30')
SP 55: 1,350' - 1,380' (30')
SP 55: 1,380' - 1,410' (30')
SP 55: 1,410' - 1,440' (30')
SP 55: 1,440' - 1,470' (30')
SP 55: 1,470' - 1,500' (30')
SP 55: 1,500' - 1,530' (30')
SP 55: 1,530' - 1,560' (30')
SP 55: 1,560' - 1,590' (30')
SP 55: 1,590' - 1,620' (30')
SP 55: 1,620' - 1,650' (30')
SP 55: 1,650' - 1,680' (30')
SP 55: 1,680' - 1,710' (30')
SP 55: 1,710' - 1,740' (30')
SP 55: 1,740' - 1,770' (30')
SP 55: 1,770' - 1,800' (30')
SP 55: 1,800' - 1,830' (30')
SP 55: 1,830' - 1,860' (30')
SP 55: 1,860' - 1,890' (30')
SP 55: 1,890' - 1,920' (30')
SP 55: 1,920' - 1,950' (30')
SP 55: 1,950' - 1,980' (30')
SP 55: 1,980' - 2,010' (30')
SP 55: 2,010' - 2,040' (30')
SP 55: 2,040' - 2,070' (30')
SP 55: 2,070' - 2,100' (30')
SP 55: 2,100' - 2,130' (30')
SP 55: 2,130' - 2,160' (30')
SP 55: 2,160' - 2,190' (30')
SP 55: 2,190' - 2,220' (30')
SP 55: 2,220' - 2,250' (30')
SP 55: 2,250' - 2,280' (30')
SP 55: 2,280' - 2,310' (30')
SP 55: 2,310' - 2,340' (30')
SP 55: 2,340' - 2,370' (30')
SP 55: 2,370' - 2,400' (30')
SP 55: 2,400' - 2,430' (30')
SP 55: 2,430' - 2,460' (30')
SP 55: 2,460' - 2,490' (30')
SP 55: 2,490' - 2,520' (30')
SP 55: 2,520' - 2,550' (30')
SP 55: 2,550' - 2,580' (30')
SP 55: 2,580' - 2,610' (30')
SP 55: 2,610' - 2,640' (30')
SP 55: 2,640' - 2,670' (30')
SP 55: 2,670' - 2,700' (30')
SP 55: 2,700' - 2,730' (30')
SP 55: 2,730' - 2,760' (30')
SP 55: 2,760' - 2,790' (30')
SP 55: 2,790' - 2,820' (30')
SP 55: 2,820' - 2,850' (30')
SP 55: 2,850' - 2,880' (30')
SP 55: 2,880' - 2,910' (30')
SP 55: 2,910' - 2,940' (30')
SP 55: 2,940' - 2,970' (30')
SP 55: 2,970' - 3,000' (30')
SP 55: 3,000' - 3,030' (30')
SP 55: 3,030' - 3,060' (30')
SP 55: 3,060' - 3,090' (30')
SP 55: 3,090' - 3,120' (30')
SP 55: 3,120' - 3,150' (30')
SP 55: 3,150' - 3,180' (30')
SP 55: 3,180' - 3,210' (30')
SP 55: 3,210' - 3,240' (30')
SP 55: 3,240' - 3,270' (30')
SP 55: 3,270' - 3,300' (30')
SP 55: 3,300' - 3,330' (30')
SP 55: 3,330' - 3,360' (30')
SP 55: 3,360' - 3,390' (30')
SP 55: 3,390' - 3,420' (30')
SP 55: 3,420' - 3,450' (3



STEP TWO: CONCEPT PLAN REFINEMENT AND VISUALIZATIONS

Following the workshop and providing time for the Village to evaluate the Conceptual Plan Package, our team will prepare a proposal for a FINAL concept plan to include visualizations requested by the Village. Step Two will include further refinements to the concept plan, updated development program keyed to the plan, and/or architectural and graphic visualizations. We are flexible to provide what is needed, based upon the following line-item services, deliverables, and costs:

Estimates:

Concept Plan Refinements (conceptual only, if needed, and to refine, quantify and confirm development program)

- \$2,400 to \$3,200 each (12 – 16 hrs; depends upon complexity)

Illustrative Plan (presentation quality, color enhanced)

- \$2,400 each (12 – 16 hrs)

Diagrams (if needed; for example: parking; land use/building types; phasing; building heights; property ownership; TBD)

- \$650 each (2-4 hrs)

Simple SketchUp Architectural Massing Model (simple, massing only – no architectural detail; to visualize height and massing and to inform artist renderings)

- \$1,200 to \$2,400 ea (8 – 16 hrs; depends upon complexity - TBD)

Limited Detail Sketch Up Architectural Massing Model (with some conceptual architectural detail)

- \$3,200 to \$4,800 each (16 – 24 hrs; depends upon complexity)

Artist Renderings

- Eye Level: \$3,500 each (+ cost of “simple” massing model)
- Aerial: \$5,000 each (+cost of “simple” massing model)

Presentation Booklet or PowerPoint (or similar)

- \$8,500 (40+ hours – simple, 20+/- pages, summary of development concepts, limited narrative, w all deliverables/graphics)

SAMPLE STEP TWO DELIVERABLES

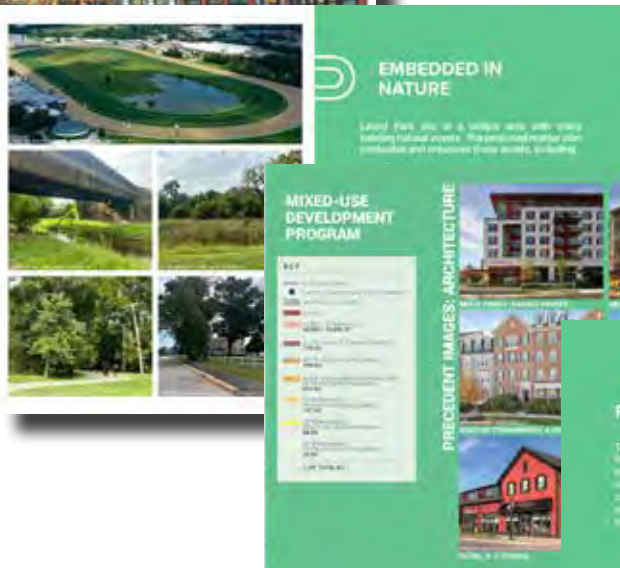








LAUREL PARK



EXAMPLES OF STEP TWO BRANDED BOOKLET PAGES





PIKE & ROSE MIXED-USE DEVELOPMENT, NORTH BETHESDA, MD



QUALIFICATIONS

GENERAL FIRM INFORMATION

Design Collective

PLANNING, ARCHITECTURE, INTERIOR DESIGN, LANDSCAPE

OFFICE LOCATION

Baltimore

100 East Pratt Street, 18th Floor
Baltimore, Maryland 21202

☎ 410.685.6655

Chicago

233 South Wacker Drive, Suite 4400
Chicago, Ill 60606

☎ 312.625.4747

WEBSITE

www.designcollective.com

YEARS IN BUSINESS

45+ Years

SIZE OF STAFF

70+ People

OWNERSHIP STRUCTURE

Employee Stock Owned Plan (ESOP)

SERVICES

- Urban Design & Planning
- Architecture
- Landscape Architecture
- Interiors
- Environmental Signage & Graphics

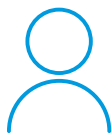
CORE COMPETENCIES

- Planning & Visioning
- Urban Design
- Mixed-Use Development
- Multi-Family Housing
- Retail & Entertainment
- Commercial Office Buildings
- Public Open Space
- Placemaking & Activation
- Streetscape & Public Realm



45+ YEARS

We have been in business since 1978.



70+ EMPLOYEES

That includes 46 Architects, 9 Interior Designers, 7 Landscape Architects and 2 Planners/Urban Designers



350+ AWARDS

We have been recognized by AIA, IIDA and ASLA with numerous awards for design excellence and innovation in architecture, interiors and landscape architecture.

Founded in 1978, Design Collective has grown from a sole practitioner to a national practice with over 70 employees in Baltimore, Maryland and Chicago, Illinois. Design Collective is a multi-disciplinary design firm offering expertise, leadership and design innovation in the disciplines of sustainable planning, architecture, interiors, landscape architecture, environmental signage and graphic design to ensure comprehensive design solutions.

The firm has established an excellent reputation for providing quality, technically sound, cost sensitive and sustainable design solutions for private, municipal, and institutional developers and clients. Our work is recognized for design excellence. The firm was ranked among the Top 100 architecture firms in the United States by Architect Magazine. Our more than 350 awards for design excellence - AIA, ULI, CNU, APA, ASLA, USGBC - are a testament to the quality of our design and planning philosophy.

Design Collective

FOUNDED
1978

REGISTRATION

- 28 States
- Registered Architects (AIA)
- Registered Landscape Architects (ASLA, PLA)
- Certified Planners (AICP)
- LEED and Well AP
- EcoDistrict Professionals

COMPLETED/BUILT MIXED-USE AND MULTIFAMILY HOUSING PROJECTS

- FL, GA, SC, NC, VA, MD, DC, PA, IL, OH, WI, CO, TX

MASTER PLANNING & VISIONING PROJECTS

- SC, NC, VA, MD, DC, DE, PA, NY, RI, IL, IN, OH, LA, TX, China, South Africa

REPRESENTATIVE DEVELOPER CLIENTS

- Greystar, Wood Partners, The NRP Group, Lennar/LMC, LCOR, Hines, Armada Hoffer, Balfour Beatty

FIRM PROFILE: DESIGN COLLECTIVE, INC.

Design Collective is a 100% employee-owned, multi-disciplinary design firm with offices in Chicago and Baltimore. The firm offers architecture, planning, urban design, landscape architecture, and branding, placemaking, and signage design services. Our clients include developers, colleges and universities, and municipal, government and public sector agencies. We have provided planning and design services in large cities such as Albany NY, Washington DC, Baltimore, Charlotte, Pittsburgh, and Philadelphia; and for small towns and municipal governments such as the Village of Rosemont, IL, Frederick, MD, Cary, NC, Salisbury MD, and the Town of Port Royal SC, among many others.

The firm is a collective of designers, thinkers, and creatives. We are dedicated to crafting inspirational places – master plans, public open spaces, and architecture – that enrich lives, stimulate activation, and empower communities. We believe that truly great places generate value on a multitude of scales. We design places where people want to live, learn, work and play; places that are financially, socially and environmentally resilient; and places that are impactful, thriving, and filled with activity.

FIRM QUALIFICATIONS: DESIGN COLLECTIVE, INC.

The firm's mission is focused on re-imagining under-resourced, aging, and underutilized properties, corridors, neighborhoods, transit station areas, and downtowns into vibrant and engaging places. Our Planning and Urban Design Studio has led 100's of engagement processes with residents and stakeholders to craft plans that have helped guide the revitalization of 60+ downtowns, aging corridors, and neglected, disenfranchised neighborhoods. Our plans have helped guide \$3B+ of combined infrastructure and private real estate development (TOD) investment.

Our Architecture Studio has designed 100+ residential, mixed-use, office, civic, cultural, educational, and TOD buildings that have brought new life to underutilized/surplus properties, urban districts, neighborhoods, downtowns, and transit station areas in 50+ towns and cities. Our work also includes recreation centers, public art, event structures, pop up retail, amphitheater structures, and artful architectural elements for public and event spaces.

Our Landscape Studio has designed parks, plazas, streetscapes, and public open spaces that have helped catalyze revitalization in downtowns and neighborhoods, transform underutilized parking lots, and reimagine surplus municipal properties in Baltimore, Salisbury, College Park, Chicago, Philadelphia, and Pittsburgh, among other places. Our 375+ awards – ULI, ASLA, APA, USGBC, AIA, CNU – are a testament to the quality of our design and planning philosophy.



PARKWAY BANK PARK, ROSEMONT IL



EAST LIBERTY, PITTSBURGH PA



ROTUNDA, BALTIMORE MD

MIXED-USE & MULTIFAMILY DEVELOPMENT

The Metropolitan, Columbia, MD



Eastside Bond, Pittsburgh, PA



Hanover Rino, Denver, CO





The George, Fort Worth, TX



Highgate, Tysons, VA



Pike & Rose, North Bethesda, MD





PUBLIC OPEN SPACE

City Hall Plaza - College Park, MD



Unity Square - Salisbury, MD



Parkway Bank Park - Rosemont, IL



Unity Square, Salisbury, MD





Metropolitan Park - Columbia, MD



Rotunda, Baltimore, MD



Rotunda Plaza - Baltimore, MD



ROTUNDA

CLIENT: HEKEMIAN DEVELOPMENT
BALTIMORE, MARYLAND



BEST ADAPTIVE USE,
BALTIMORE MARKET
- DELTA ASSOCIATES
AWARDS, 2016

BALTIMORE ULI
WAVEMAKER AWARD

ROLE

Prime

PROJECT OWNER

Hekemian Development
Chris Bell
Senior Vice President
Annapolis, Maryland

COMPLETION

2013 (Design)

2016 (Construction)

KEY STAFF FROM PROPOSED TEAM

- Brian Reetz: Landscape Architect
- Matt D'Amico: Master Plan, Placemaking and Urban Design
- Eric Wohnsigl: Architect
- Tim Sullivan: Branding, Signage & Wayfinding

SERVICES

- Master Plan
- Public Space Design
- Landscape & Streetscape Design
- Architectural Design
- Branding, Graphics, Wayfinding
- Full-Service Design, Permitting, and Construction Administration
- Entitlements
- Stakeholder & Community Engagement



The Rotunda is an urban, mixed-use redevelopment project designed around the circa 1920s historic Rotunda building, the original home to the Maryland Casualty Insurance Company. The project increased retail space from 100,000 SF to over 200,000 SF and includes 150,000 SF of renovated office space within the historic Rotunda building. Located in historic Roland Park, The Rotunda redevelopment also includes 379 market-rate rental units, 153,000 gross square feet of retail space and 997 parking spaces within two enclosed garages. The project has brought new life to the area and has provided the community with an active, vibrant town square.

The new and renovated facilities frame a new, one-acre central plaza that attracts families, encourages social interaction, and creates a destination in Baltimore's eclectic Hampden neighborhood. Design Collective's landscape architecture team provided visioning, programming, and design for the plaza.

The central open space is organized around a flexible turf panel, interactive children's fountain, and three kiosks serving small plates and libations. On a nice night the green is occupied with families, children enjoying the fountain or playing on the lawn, and parents relaxing nearby with drink in hand. After dusk, an informal arrangement of Adirondack chairs, background music, and string lights provide ambient lighting that sets a festive mood in the space. For larger events the parking ring road is closed, providing additional paved surfaces for food trucks, staging for audio/visual equipment, a temporary stage, tables and chairs, a setting for vendors/artisans, umbrellas and tents. The space is regularly programmed and includes a farmers market, concert series, jazz brunch, and family movie nights. The plaza's thoughtful placement of pop up retail kiosks, varied seating options, shade trees, and plaza elements creates an inviting and comfortable setting whether occupied by a few people or hundreds of people.



DOWNTOWN FREDERICK & CARROLL CREEK

CLIENT: CITY OF FREDERICK
OFFICE OF ECONOMIC DEVELOPMENT
FREDERICK, MARYLAND



BEST ADAPTIVE USE,
BALTIMORE MARKET
- DELTA ASSOCIATES
AWARDS, 2016

BALTIMORE ULI
WAVEMAKER AWARD

ROLE

Prime

PROJECT OWNER

The City of Frederick
Richard Griffin
Director
Economic Development

COMPLETION

2004 (Master Plan)
2005 - Present (Implementation)

KEY STAFF FROM PROPOSED TEAM

- Matt D'Amico: Master Plan, Placemaking and Urban Design
- Brian Reetz: Landscape Architect

SERVICES

- Master Plan
- Design Guidelines
- Stakeholder & Community Engagement
- Market & Economic Analyses
- Historic Preservation
- Architectural Design (for two buildings)



Downtown Frederick, MD suffered from intense flooding until a \$60 million infrastructure investment was completed in 1993. Additionally, the city acquired more than 28 acres of private property as part of the East Street extension. As a result, the downtown was left with large swaths of underutilized industrial properties and unsightly infrastructure. Through a week long charrette, Design Collective prepared a redevelopment strategy for the study area including urban design, land use, design guidelines, open space, and infrastructure improvements. The charrette included participation from historic preservation advocates, developers, property owners, the City's economic development agency, residents, and small business owners. The proposed redevelopment strategy received virtually unanimous approval from charrette participants.

The master plan outlined disposition strategies for the sale and development of public land, recommended construction of public parking structures, required a balance of historic preservation, adaptive reuse, new infill construction, and an "industrial-mill" architectural aesthetic. The plan recommended 400,000 SF of office, 150,000 SF of retail/restaurants, and 300 new residential units. At the time of the plan, combined public and private sector investments were estimated to generate 1500 jobs and \$2.5M in annual city and county property taxes.

Since the plans adoption, over \$150 million of private investment has led the transformation into a vibrant, mixed-use, waterfront district, including a new MARC commuter train station; new office and condo buildings (architecture by Design Collective); Carroll Creek Park, a \$10 million public park; and two public parking structures. This once unsightly industrial corridor and concrete drainage channel has been reshaped into a dynamic and active creek corridor with breweries and restaurants, housing, creative lighting, branding, and public art, and an amphitheater that supports seasonal events and festivals.





PARKWAY BANK PARK

CLIENT: THE VILLAGE OF ROSEMONT
ROSEMONT, ILLINOIS

ROLE

Prime

PROJECT OWNER

The Village of Rosemont
Brad Stephens
Mayor

COMPLETION

2011 (Design)
2012 (Construction)

KEY STAFF FROM PROPOSED TEAM

- Matt D'Amico: Master Plan, Placemaking and Urban Design
- Brian Reetz: Landscape Architect
- Eric Wohnsige: Architect

SERVICES

- Public Space Design
- Landscape & Streetscape Design
- Architectural Design
- Branding, Graphics, Wayfinding
- Full-Service Design, Permitting, and Construction Administration
- Stakeholder & Community Engagement



The Village of Rosemont, Illinois, lacked an identifiable, central downtown, “main street,” or gathering place for community events, festivals, concerts, and gatherings. A 1.7-acre city-owned property with a failed casino, surface parking, and marginally successful retail and movie theater, was seen as a potential setting to create such a place. Design Collective was engaged by the Village to reimagine the property as an entertainment destination that, today, supports summer concerts, ice skating, collegiate and amateur hockey, and numerous seasonal festivals and public events. A mix of restaurants, music venues, recreation, and the new park attract families, tourists, local residents, and a diversity of people throughout the seasons.

The Design Collective team of planners, urban designers, architects, and landscape architects led the visioning, programming, and design for the development’s public open space and retail, restaurant, and entertainment buildings. A large, removable synthetic turf lawn hosts festivals, concerts, movie nights, yoga classes, picnics, corn hole tournaments, running festivals, and passive recreation in the warm months and transforms into an ice rink for public skating and youth and collegiate hockey games, a sledding hill, ice sculptures, and holiday events in the winter. The duality of large-scale programmed events and the need for small-scale spaces to support frequent and spontaneous events gave the designers the opportunity to incorporate dynamic architectural elements, lighting, audio/visual effects, public art, and custom seating. The new space maximizes flexibility and programmability through design and construction detailing, hierarchy of scale, and modularity of event infrastructure.

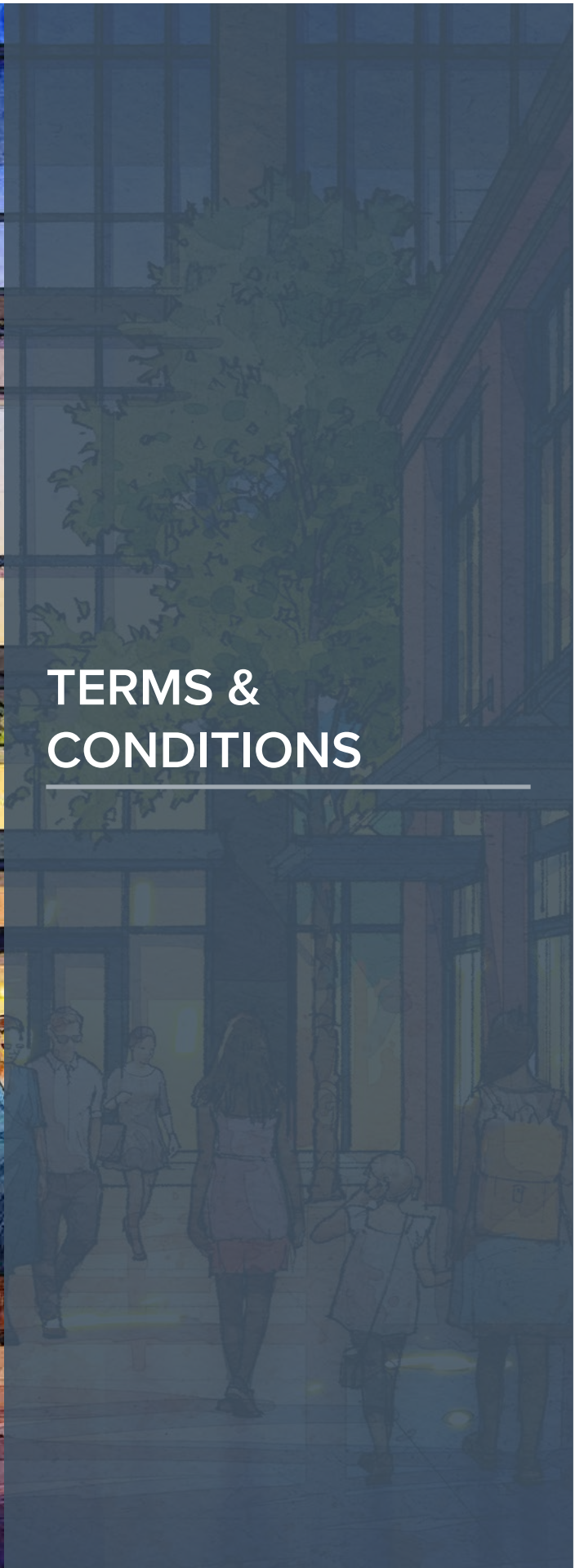




SOUTH END BUSINESS PARK REDEVELOPMENT, CHARLOTTE, NC



TERMS & CONDITIONS



TERMS & CONDITIONS

Design Collective, Inc.

Standard Contract Terms and Conditions

1. DUTIES AND STANDARD OF CARE:

Design Collective, Inc., the “Architect,” agrees to provide those professional services, including architectural design and construction documents as well as consultations as agreed to in the scope of services. Additional services may be performed if requested, subject to an agreed-upon revision in the scope of services and authorized additional compensation. Services will be performed in accordance with generally accepted principles of architectural practice and in a manner consistent with the level of professional care and skill ordinarily exercised by members of the architectural profession for similar projects. No other warranty, expressed or implied, is made. The other party to this agreement will be termed “Client”, and will have various duties and responsibilities as outlined in the Contract. Client shall communicate these standard contract terms and conditions to each and every third party to whom the Client transmits any part of the Architect’s plans and/or specifications.

2. EARLY BID DOCUMENTS/ FAST TRACK PROJECTS:

When the Client requests submission of early bid documents, it is acknowledge that the Architect’s drawings are issued to contractors for pricing or bid purposes in advance of full completion of construction documents by the Architect. The Client agrees to hold the Architect harmless from additional construction costs arising from subsequent revisions, addenda, and corrections to the architectural drawings, made in order so as to conform same to the final drawings.

3. HIDDEN CONDITIONS

The Instruments of Service are based on observable conditions. A condition is hidden if it is concealed by existing finishes or cannot be investigated by reasonable visual observation. In the event Architect, in the performance of the services, uncovers a hidden condition, Architect shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting said condition. Architect shall have no responsibility for hidden conditions or any subsequent damage to persons or property related to any hidden conditions.

4. CONSTRUCTION COST ESTIMATES:

Since the Architect has no control over the cost of labor, materials, or equipment, or over the contractor’s method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost are made on the basis of his experience and qualifications. These opinions when rendered, represent his best judgment as a design professional familiar with the construction industry, and are not to be construed as a guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost rendered by him. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

5. OWNERSHIP AND REUSE OF DOCUMENTS:

It is acknowledged that the architectural plans and specifications are instruments of professional service and the Architect shall retain copies of drawings for the project. The Drawings and Specifications shall not be used by the Owner on other projects. The Owner does not have the right to use or modify

the Drawings and Specifications to complete this Project with another architect without further permission from and further compensation to Design Collective. If the Owner so elects to use or modify the contract documents with the permission of and appropriate compensation to Design Collective, the Owner hereby agrees to indemnify and hold harmless Design Collective from and against liability for any and all claims, losses, damages and expenses arising from or associated with this use.

6. INVOICE PAYMENTS:

The Architect will submit invoices to the Client monthly and a final bill upon completion of services. Invoices will show charges on the basis of services performed during the preceding month. A separate invoice will show reimbursable expenses due. Unless disputed in writing by Owner, payment is due upon presentation of invoice and is past due thirty days from invoice date.

Unless disputed in writing by owner, failure of Owner to make payments to Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for Architect to either suspend or terminate services.

All payments shall be made in accord with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.). Unless disputed in writing by Owner, if payment of services is not made within forty-five (45) days of the receipt of an invoice, the Architect may withhold or withdraw documents from the Owner or appropriate governmental authorities or withhold cooperation necessary to acquire building permits. It is further agreed that in the event a lien or suit is filed to enforce overdue payments under

this agreement, the prevailing party, whether Client or Architect, is entitled to legal costs, including reasonable attorney's fees.

7. TERMINATION OF AGREEMENT:

The obligation to provide further services under this agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the either party to perform in accordance with the terms of this agreement through no fault of the terminating party. Unless disputed in writing by the Owner, the Architect shall be compensated by the Client for all services performed and Reimbursable Expenses incurred up to and including the termination date.

8. PROJECT SUSPENSION OR ABANDONMENT:

If the project is suspended or abandoned in whole or in part through no fault of the Architect, the Architect shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with any reimbursable expenses then due.

9. SEVERABILITY:

In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto. The terms of paragraphs 4 and 5 shall survive termination of this agreement.

10. INSURANCE/LIABILITY LIMITATION:

The Architect represents that it and its agents, employees and consultants employed by it, is and are protected by

workman's compensation insurance, and the Architect has such coverage under public liability and property damage insurance policies to protect itself from claims arising from work performed under this agreement. Also, the Architect represents that it maintains professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent error, omission or act from which the insured is legally liable. Certificates in evidence of policies of insurance will be provided to the Client upon request. The Architect shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance, not including consultants. Limitations on liability provided in the Agreement are business understandings between the parties and shall apply to all theories of liability, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. No employee or agent of the Architect shall have any individual professional liability in addition to, or in excess of, the Architects liability under these standard contract terms and conditions. Damages recoverable from the Architect, in the case of omissions, shall be limited to the direct extra cost to the client of necessary corrective work. Recovery for any consequential damages, for delay, impact, interference or inefficiency is expressly waived.

11. MEDIA ACKNOWLEDGMENT:

The Owner hereby grants authorization to Design Collective, Inc. or its agent to photograph both the interior and the exterior of the project, as applicable, at a mutually agreed upon time; however agreement may not be unreasonably withheld so as to eventually prevent the project from being photographed.

12. CONSENT TO JURISDICTION:

The Parties hereby agreement to submit to the jurisdiction of the State of Illinois for the purposes of all legal proceedings arising out of or relating to this agreement and/or the transaction contemplated hereby. The parties agree to irrevocably submit themselves to the personal jurisdiction of the courts located in DuPage County, Illinois.

13. LEED SERVICES:

The Architect shall perform a LEED certification viability analysis, or its equivalent, by the completion of the Schematic Design Phase of the Project. The analysis shall recommend an appropriate rating system and determine the viability of certification and certification level based upon program and scope of construction. LEED documentation services, or its equivalent, shall be an additional service. As the Architect, Design Collective, Inc. does not warrant, guarantee or represent that this Project will ultimately obtain LEED Certification at any level.

14. INDEMNIFICATION

Design Collective, Inc. shall indemnify Client from and against losses, damages and judgements arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of Design Collective, Inc. or of a sub-consultant to Design Collective, Inc. in the performance of services under this proposal.

Design Collective

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PLANNING
INTERIORS
LANDSCAPE ARCHITECTURE
GRAPHICS

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100% Employee-Owned Design Firm