

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, OCTOBER 13, 2025 AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. OATH OF OFFICE - PATROL OFFICER JOSHUA PATTON
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 September 22, 2025
(APPROVE)
 - c. Warrants: \$1,443,040.39
 - d. PROCLAMATION - PROCLAIMING OCTOBER 2025 AS ARTS DUPAGE MONTH IN WILLOWBROOK (RECEIVE)
 - e. RESOLUTION NO. _____ - A RESOLUTION CREATING SET HOURS FOR HALLOWEEN 2025 TRICK-OR-TREATING IN THE VILLAGE OF WILLOWBROOK
(ADOPT)
 - f. MOTION - A MOTION TO AMEND THE FY2025-2026 GENERAL FUND FOR THE FUNDING OF THE CONSTRUCTION AND CONSTRUCTION ENGINEERING OF THE 2025 ROAD MAINTENANCE PROGRAM (PASS)
 - g. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO THE PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC. FOR ENVIRONMENTAL SITE ASSESSMENTS (735 Plainfield Road) (ADOPT)

NEW BUSINESS

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

8. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE WILLOWBROOK ECONOMIC DEVELOPMENT PARTNERSHIP (ADOPT)
9. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN SB FRIEDMAN DEVELOPMENT ADVISORS, LLC AND THE VILLAGE OF WILLOWBROOK (ADOPT)
10. RESOLUTION NO. _____ - A RESOLUTION APPROVING A PLAT OF VACATION FOR THE REDUCTION OF A STORM WATER DETENTION EASEMENT AT 6141 BENTLEY AVENUE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)
11. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO AN AGREEMENT WITH N.J. RYAN TREE & LANDSCAPE, LLC TO PROVIDE SNOW REMOVAL AND SALTING SERVICES (ICE CONTROL) FOR THE 2025/2026 WINTER SEASON IN THE VILLAGE OF WILLOWBROOK (ADOPT)
12. ORDINANCE NO. _____ - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND WATERLY, LLC FOR THE PURCHASE OF THE WATERLY CORE SOFTWARE (PASS)

PRIOR BUSINESS

13. TRUSTEES' REPORTS
14. ATTORNEY'S REPORT
15. CLERK'S REPORT
16. ADMINISTRATOR'S REPORT
17. MAYOR'S REPORT
18. EXECUTIVE SESSION
19. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, SEPTEMBER 22, 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 6:37 p.m. by Mayor Trilla.

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Gretchen Boerwinkle, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal and Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Director of Public Works Rick Valent, Chief Lauren Kaspar, and Deputy Clerk Christine Mardegan.

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

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Director Krol to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

Resident Marcin Raksyk explained that he received a citation on August 27, 2025, and felt he did not properly represent himself. He requested another hearing. The Mayor asked the Village Attorney to meet with Mr. Raksyk after the meeting to explain the process.

5. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting September 8, 2025 (APPROVE)
- c. Warrants of \$747,605.60
- d. MOTION - A MOTION TO AMEND THE FY2025-2026 GENERAL FUND - PARKS AND RECREATION EXPENDITURES AND REVENUES (PASS)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. ORDINANCE NO. 25-O-24 - AN ORDINANCE PROVIDING FOR THE ISSUANCE OF A NOT TO EXCEED \$5,200,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, FOR THE PURPOSE OF PURCHASING PROPERTY IN AND FOR THE VILLAGE, ASSESSING THE SUITABILITY OF THE PROPERTY FOR ACQUISITION AND PAYING COSTS RELATED THERETO, AND AUTHORIZING THE SALE OF SAID NOTE TO THE PURCHASER THEREOF.

Administrator Halloran explained that this is a procedural item previously approved by the Board in August regarding the loan, and there are no changes to the previous terms. He noted that State law requires the Village to follow best practices, which are reflected in the Board of Trustees' packets, including the creation of a final binding obligation, providing public notice, and satisfying the requirements of the lender, bond counsel, and applicable statute.

The key points include:

- **Amount:** \$5,200,000 Taxable General Obligation Promissory Note, Series 2025
- **Lender:** Hinsdale Bank & Trust Company, N.A.
- **Interest Rate:** Term SOFR + 2.25% (1% floor)
- **Repayment:**
 - Interest payable monthly from the Business District Fund
 - Note due October 1, 2026

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to pass Ordinance 25-O-24 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

7. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella reported that during the past weekend several residents complimented him on the Parks and noted that it was very easy to work with Director Kleefisch and his team.

ATTORNEY'S REPORT

Attorney Durkin had no report but reminded the Board that there is an Executive Session this evening.

10. CLERK'S REPORT

Clerk Boerwinkle had no report.

11. ADMINISTRATOR'S REPORT

Administrator Halloran thanked the Police Department, including Chief Kaspar and Officer Huntley, for the successful Public Safety Open House. He also expressed appreciation to Director Kleefisch for working with the Police Department on this event.

MAYOR'S REPORT

Mayor Trilla had no report.

12. EXECUTIVE SESSION

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

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

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

13. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adjourn the Regular Meeting and recess to closed session at the hour of 6:46 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

October 13, 2025

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

October 13, 2025

GENERAL CORPORATE FUND	-----	\$	564,414.79
WATER FUND	-----	\$	320,706.13
CAPITAL PROJECT FUND	-----	\$	358,871.15
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	23,921.05
17 SERIES 2022 BOND	-----	\$	175,127.27
TOTAL WARRANTS	-----	\$	1,443,040.39

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

10/10/2025 09:45 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 09/24/2025 - 10/15/2025

Page 1/15

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
10/09/2025	APCHK	104157	G05521	DRURY LANE THEATRE	ACTIVE ADULT PROGRAM	590-517	20		3,214.90
									3,214.90
10/13/2025	APCHK	104158*#	7154928	ACCESS ONE, INC.	PHONE - TELEPHONES	455-201	10		2,186.08
			7154928		PHONE - TELEPHONES	455-201	20		472.66
			7154928		PHONE - TELEPHONES	630-201	30		1,418.00
				CHECK APCHK 104158 TOTA					4,076.74
10/13/2025	APCHK	104160	4100185742	ACTIVE NETWORK, LLC	EDP EQUIPMENT/SOFTWARE	555-212	20		328.13
10/13/2025	APCHK	104161	0001710115	AFFY TAPPLE COMPANY	COMMUNITY EVENTS	585-522	20		328.13
									609.00
10/13/2025	APCHK	104162	INV0108955	AMERICAN TRAFFIC SOLUTIRE	RED LIGHT - ADJUDICATOR	630-246	30		23,140.00
									23,140.00
10/13/2025	APCHK	104163	26540	ARTISTIC ENGRAVING	EMPLOYEE RECOGNITION	630-309	30		182.75
			26478		OPERATING EQUIPMENT	630-401	30		640.75
				CHECK APCHK 104163 TOTA					823.50
10/13/2025	APCHK	104164	BRUNCH 10/23/25	ASHTON PLACE	ACTIVE ADULT PROGRAM	590-517	20		3,140.00
									3,140.00
10/13/2025	APCHK	104165#	287309210041 SEP'25	AT & T MOBILITY II LLC	PHONE - TELEPHONES	410-201	05		42.31
			287309210041 SEP'25		PHONE - TELEPHONES	455-201	10		42.31
			287309210041 SEP'25		PHONE - TELEPHONES	455-201	20		42.31
			287309143567 SEPT'2		PHONE - TELEPHONES	630-201	30		1,736.98
			287309210041 SEP'25		TELEPHONES	710-201	35		4.43
			287345907484 SEP'25		TELEPHONES	810-201	40		157.10
				CHECK APCHK 104165 TOTA					2,025.44
10/13/2025	APCHK	104166	151917	B & E AUTO REPAIR & TOW	MAINTENANCE - BUILDING	630-228	30		103.87
			151905		MAINTENANCE - BUILDING	630-228	30		58.95
			151573		MAINTENANCE - BUILDING	630-228	30		260.11
			151577		MAINTENANCE - BUILDING	630-228	30		33.00
			151865		MAINTENANCE - BUILDING	630-228	30		49.95
			151565 & 16105		MAINTENANCE - BUILDING	630-228	30		153.00
			151350		MAINTENANCE - BUILDING	630-228	30		71.88
			151049		MAINTENANCE - BUILDING	630-228	30		75.42
			151034		MAINTENANCE - BUILDING	630-228	30		78.87
			150813		MAINTENANCE - BUILDING	630-228	30		63.20
			150804 & 13397		MAINTENANCE - BUILDING	630-228	30		191.88
			150697		MAINTENANCE - BUILDING	630-228	30		112.17
			152041		MAINTENANCE - BUILDING	630-228	30		63.41

10/10/2025 09:45 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 09/24/2025 - 10/15/2025

Page 2/15

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
			151980		MAINTENANCE - BUILDING	630-228	30		1,098.95
				CHECK APCHK 104166 TOTA					2,414.66
10/13/2025	APCHK	104167	151968	B & E AUTO REPAIR & TOW	MAINTENANCE - BUILDING	630-228	30		96.00
			152051		MAINTENANCE - BUILDING	630-228	30		95.60
			152058		MAINTENANCE - BUILDING	630-228	30		103.87
			152057		MAINTENANCE - BUILDING	630-228	30		53.00
			152065		MAINTENANCE - BUILDING	630-228	30		103.87
				CHECK APCHK 104167 TOTA					452.34
10/13/2025	APCHK	104168	REIM. SOAR TRAINING	BENJAMIN KADOLPH	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		59.00
									59.00
10/13/2025	APCHK	104169	44633	BESTWAY CHARTER TRANSP	ACTIVE ADULT PROGRAM	590-517	20		1,150.00
			44667		ACTIVE ADULT PROGRAM	590-517	20		1,200.00
				CHECK APCHK 104169 TOTA					2,350.00
10/13/2025	APCHK	104170*#	51332	BLACK GOLD SEPTIC	MAINTENANCE	725-410	35		250.00
10/13/2025	APCHK	104173	168891	CHOICE SCREEENING	PERSONNEL RECRUITMENT	455-131	10		250.00
10/13/2025	APCHK	104174	NO. 9	CHRIS JAKUBIAK	ACTIVE ADULT PROGRAM	590-517	20		27.00
									250.00
									250.00
10/13/2025	APCHK	104175*#	204613	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35		5,040.00
			204618		FEES - ENGINEERING	720-245	35		1,283.60
			204624		FEES - ENGINEERING	720-245	35		4,227.56
			204620		ENGINEERING SERVICES	820-262	40		248.00
			204621		ENGINEERING SERVICES	820-262	40		496.00
			204622		ENGINEERING SERVICES	820-262	40		378.60
			204623		ENGINEERING SERVICES	820-262	40		248.00
				CHECK APCHK 104175 TOTA					11,921.76
10/13/2025	APCHK	104176	001037674	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35		3,895.00
									3,895.00
10/13/2025	APCHK	104177#	0012812 OCT '25	COMCAST CABLE	FEES/DUES/SUBSCRIPTIONS	630-307	30		186.85
			0044518 OCT '25		INTERNET/WEBSITE HOSTING	715-225	35		350.40
				CHECK APCHK 104177 TOTA					537.25
10/13/2025	APCHK	104178#	7078905000 AUG/SEP2	COMED	ENERGY/COMED (835 MIDWAY)	466-240	10		162.92
			5199984000 AUG/SEP2		ENERGY - STREET LIGHTS	745-207	35		646.00

10/10/2025 09:45 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 09/24/2025 - 10/15/2025

Page 3/15

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
			5166185000 AUG/SEP2.		MAINTENANCE - TRAFFIC SIGNALS	745-224	35		100.62
				CHECK APCHK 104178 TOTA					909.54
10/13/2025	APCHK	104180#	DT 2025-09-114	DACRA ADJUDICATION LLC	EDP LICENSES	640-263	30		1,500.00
			DT 2025-09-114		EDP LICENSES	815-263	40		1,000.00
				CHECK APCHK 104180 TOTA					2,500.00
10/13/2025	APCHK	104181	19626	DU-COMM	RADIO DISPATCHING	675-235	30		3,436.49
			19672		RADIO DISPATCHING	675-235	30		88,359.50
				CHECK APCHK 104181 TOTA					91,795.99
10/13/2025	APCHK	104182	30388	DUPAGE COUNTY ANIMAL SE	ANIMAL CONTROL	650-268	30		350.00
									350.00
10/13/2025	APCHK	104183#	1001078	DUPAGE COUNTY PUBLIC W	SANITARY (835 MIDWAY)	466-251	10		105.56
			1001260		SANITARY (835 MIDWAY)	466-251	10		66.57
			1001093		SANITARY (825 MIDWAY)	570-250	20		322.79
			1001233		SANITARY (825 MIDWAY)	570-250	20		5.30
			1022382		SANITARY (825 MIDWAY)	570-250	20		16.44
			1001102		SANITARY (7760 QUINCY)	630-250	30		311.65
			1001247		SANITARY USER CHARGE	725-417	35		22.01
				CHECK APCHK 104183 TOTA					850.32
10/13/2025	APCHK	104184*#	24390	ELROD FRIEDMAN LLP	FEES - VILLAGE ATTORNEY	470-239	10		1,482.00
			24391		FEES - VILLAGE ATTORNEY	470-239	10		286.50
				CHECK APCHK 104184 TOTA					1,768.50
10/13/2025	APCHK	104186	7466	EVT TECH	MAINTENANCE - BUILDING	630-228	30		374.85
									374.85
10/13/2025	APCHK	104187*#	4080	FALCO'S LANDSCAPING INC	MAINTENANCE - EQUIPMENT	570-411	20		5,600.00
			4082		MAINTENANCE - EQUIPMENT	570-411	20		3,900.00
			4083		MAINTENANCE - EQUIPMENT	570-411	20		9,850.00
			4079		STREET IMPROVEMENTS	765-685	35		4,750.00
			4081		STREET IMPROVEMENTS	765-685	35		2,700.00
			4084		STREET IMPROVEMENTS	765-685	35		3,600.00
			4085		STREET IMPROVEMENTS	765-685	35		8,100.00
				CHECK APCHK 104187 TOTA					38,500.00
10/13/2025	APCHK	104188	9-012-41623	FEDERAL EXPRESS CORP.	ACTIVE ADULT PROGRAM	590-517	20		57.10

10/10/2025 09:45 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 09/24/2025 - 10/15/2025

Page 4/15

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
									57.10
10/13/2025	APCHK	104189#	7842	FIRE CONTROL, INC	MAINTENANCE - BUILDING	466-228	10		393.99
			7840		MAINTENANCE - BUILDING	630-228	30		393.99
				CHECK APCHK 104189 TOTA					787.98
10/13/2025	APCHK	104190	INV-74239	FLOCK SAFETY	OTHER PROFESSIONAL SERVICES	540-425	30		38,750.00
10/13/2025	APCHK	104191	3031	FULTON SIREN SERVICES	OPERATING EQUIPMENT	630-401	30		38,750.00
									576.55
10/13/2025	APCHK	104192	032663100	GALLS, LLC	OPERATING EQUIPMENT	630-401	30		576.55
									177.96
10/13/2025	APCHK	104193	FBINAA TRAINING SEP	GERARD WODKA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		177.96
									30.00
									30.00
10/13/2025	APCHK	104194*#	OCTOBER 2025	GOVERNMENT INSURANCE NEEMP DED PAY-	INSURANCE	210-204	00		12,812.63
			OCTOBER 2025	EMP DED PAY-	INSURANCE	210-204	00		10,321.42
			OCTOBER 2025		LIFE INSURANCE - ELECTED OFFI	410-141	05		70.21
			OCTOBER 2025		LIFE INSURANCE - COMMISSIONER	435-148	07		21.24
			OCTOBER 2025		HEALTH/DENTAL/LIFE INSURANCE	455-141	10		7,391.64
			OCTOBER 2025		HEALTH/DENTAL/LIFE INSURANCE	550-141	20		3,091.26
			OCTOBER 2025		HEALTH/DENTAL/LIFE INSURANCE	630-141	30		46,634.22
			OCTOBER 2025		PSEBA BENEFITS	630-142	30		1,525.00
			OCTOBER 2025		HEALTH/DENTAL/LIFE INSURANCE	710-141	35		3,594.81
			OCTOBER 2025		HEALTH/DENTAL/LIFE INSURANCE	810-141	40		4,585.70
			OCTOBER 2025		LIFE INSURANCE - PLAN COMMISS	810-148	40		50.74
				CHECK APCHK 104194 TOTA					90,098.87
10/13/2025	APCHK	104195*#	17841	H AND R CONSTRUCTION	INSTORM WATER IMPROVEMENTS MAIN	750-381	35		2,950.00
10/13/2025	APCHK	104196	61620	HAYES MECHANICAL	MAINTENANCE - BUILDING	630-228	30		2,950.00
									657.75
									657.75
10/13/2025	APCHK	104197#	13147	HIGH STAR TRAFFIC	MAINTENANCE - EQUIPMENT	570-411	20		279.80
			14122		MAINTENANCE - EQUIPMENT	570-411	20		672.55
			7472		ROAD SIGNS	755-333	35		218.95
			10712		ROAD SIGNS	755-333	35		506.55
			11386		ROAD SIGNS	755-333	35		173.30
			11735		ROAD SIGNS	755-333	35		243.00
			45587		ROAD SIGNS	755-333	35		4,180.00
			14265		ROAD SIGNS	755-333	35		990.00
				CHECK APCHK 104197 TOTA					7,264.15

10/10/2025 09:45 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 09/24/2025 - 10/15/2025

Page 5/15

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
10/13/2025	APCHK	104198*#	9033388	HOME DEPOT CREDIT SERV	MAINTENANCE - BUILDING	466-228	10		12.97
			8112141		MAINTENANCE - BUILDING	466-228	10		13.76
			1031974		OPERATING SUPPLIES & EQUIPMEN	710-401	35		31.94
			8033478		MAINTENANCE	725-410	35		44.61
			5032547		STREET IMPROVEMENTS	765-685	35		223.37
			5032611		STREET IMPROVEMENTS	765-685	35		148.62
				CHECK APCHK 104198 TOTA					475.27
10/13/2025	APCHK	104199	20247	IL ASSN. CHIEFS OF POLI	FEEES/DUES/SUBSCRIPTIONS	630-307	30		115.00
			20656		FEEES/DUES/SUBSCRIPTIONS	630-307	30		265.00
			20170		FEEES/DUES/SUBSCRIPTIONS	630-307	30		115.00
				CHECK APCHK 104199 TOTA					495.00
10/13/2025	APCHK	104200	S100042321.001	INDUSTRIAL ELECTRICAL	OFFICE SUPPLIES	710-301	35		15.36
									15.36
10/13/2025	APCHK	104202#	25-75380	KEVRON PRINTING & DESIG	OFFICE SUPPLIES	455-301	10		148.16
			25-75413		OFFICE SUPPLIES	455-301	10		247.30
			25-75136		OFFICE SUPPLIES	810-301	40		57.12
				CHECK APCHK 104202 TOTA					452.58
10/13/2025	APCHK	104203	SEPTEMBER	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30		300.00
									300.00
10/13/2025	APCHK	104204#	9010605468	KONICA MINOLTA BUSINESS	COPY SERVICE	455-315	10		150.00
			9010605468		COPY SERVICE	630-315	30		150.00
			9010605468		COPY SERVICE	630-315	30		150.00
			9010605468		COPY SERVICE	810-315	40		150.00
				CHECK APCHK 104204 TOTA					600.00
10/13/2025	APCHK	104205	7008	LANDWORKS CUSTOM, LTD.	ROUTE 83 BEAUTIFICATION	755-281	35		600.00
			6997		ROUTE 83 BEAUTIFICATION	755-281	35		3,450.00
				CHECK APCHK 104205 TOTA					4,050.00
10/13/2025	APCHK	104206	TRAVEL REIM.SYMPOSI	LAURIE SCHMITZ	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		103.75
									103.75
10/13/2025	APCHK	104207*#	109625	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25		14,190.00
10/13/2025	APCHK	104208	2760	LAW ENFORCEMENT RECORDS	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		14,190.00
									280.00
									280.00
10/13/2025	APCHK	104209	93902	LAW OFFICES STORINO RAM	FEEES - VILLAGE ATTORNEY	470-239	10		18,692.05

10/10/2025 09:45 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 09/24/2025 - 10/15/2025

Page 6/15

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
			93902		FEES - LABOR COUNSEL	470-242	10		5,946.50
			93902		FEES - LABOR COUNSEL	470-242	10		2,041.60
			CHECK APCHK 104209 TOTA						26,680.15
10/13/2025	APCHK	104210	SEPT 2025	LEONARD B CANNATA	RED LIGHT - ADJUDICATOR	630-246	30		748.00
10/13/2025	APCHK	104211	TRAVEL REIM.SYMPOSI	LORI RINELLA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		748.00 103.75
10/13/2025	APCHK	104213	EEHC091525	MARY ANN KABAT	ACTIVE ADULT PROGRAM	590-517	20		103.75 200.00
10/13/2025	APCHK	104215	REIM.TRAVEL CALEA	MICHAEL MISTELE	SCHOOLS/CONFERENCES/TRAVEL	410-304	05		200.00 486.96
10/13/2025	APCHK	104216	10188	MICHELLE GIBBONS PRESEN	ACTIVE ADULT PROGRAM	590-517	20		486.96 350.00
10/13/2025	APCHK	104218	BTCO25-001	Miodrag Puskar	BTCO25-001 - PB24-094	210-109	00		350.00 9,450.00
10/13/2025	APCHK	104219	3-1217-3574	MOBILE PRO SYSTEMS	FEES/DUES/SUBSCRIPTIONS	630-307	30		9,450.00 1,530.00
10/13/2025	APCHK	104220#	25-0391	MULTISYSTEM MANAGEMENT	MAINTENANCE - BUILDING	466-228	10		11,880.00
			25-0393		MAINTENANCE - BUILDING	466-228	10		5,670.00
			25-0392		MAINTENANCE - BUILDING	466-228	10		1,222.50
			25-0392		MAINTENANCE - EQUIPMENT	570-411	20		900.00
			25-0392		MAINTENANCE - BUILDING	630-228	30		1,222.50
			CHECK APCHK 104220 TOTA						20,895.00
10/13/2025	APCHK	104221*#	8374	MUNICIPAL GIS PARTNERS,	OTHER PROFESSIONAL SERVICES	471-425	10		1,002.87
			8374		FEES - ENGINEERING	720-245	35		1,002.86
			8374		EDP LICENSES	815-263	40		1,002.86
			CHECK APCHK 104221 TOTA						3,008.59
10/13/2025	APCHK	104222#	20624315113 SEP'25	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10		56.91
			68455237617 SEP'25		NICOR GAS (825 MIDWAY)	570-235	20		56.73
			95476110002 SEP'25		NICOR GAS (7760 QUINCY)	630-235	30		182.36
			39303229304 SEP'25		NICOR GAS	725-415	35		67.40
			CHECK APCHK 104222 TOTA						363.40
10/13/2025	APCHK	104223*#	22263	NJ RYAN TREE & LANDSCAP	MAINTENANCE - EQUIPMENT	570-411	20		7,900.00
			22261		TREE MAINTENANCE	750-338	35		16,500.00
			22265		TREE MAINTENANCE	750-338	35		4,950.00
			22266		TREE MAINTENANCE	750-338	35		9,800.00
			22267		TREE MAINTENANCE	750-338	35		4,200.00

10/10/2025 09:45 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 09/24/2025 - 10/15/2025

Page 7/15

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
			22268		TREE MAINTENANCE	750-338	35		4,200.00
				CHECK APCHK 104223 TOTA					47,550.00
10/13/2025	APCHK	104224	387430	NORTH EAST MULTI REGION	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		200.00
			387455		SCHOOLS/CONFERENCES/TRAVEL	630-304	30		200.00
				CHECK APCHK 104224 TOTA					400.00
10/13/2025	APCHK	104226#	56436	ODELSON MURPHEY FRAZIER	FEES - VILLAGE ATTORNEY	470-239	10		475.00
			56436		FEES - FIELD COURT ATTORNEY	630-241	30		95.00
			56436		LEGAL FEES	820-239	40		95.00
				CHECK APCHK 104226 TOTA					665.00
10/13/2025	APCHK	104227#	5578614	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10		1,320.00
			5578684		CONSULTING SERVICES - IT	460-306	10		1,054.36
			5578697		INFORMATIONAL TECH SERVICES	555-308	20		2,070.00
			5578684		INFORMATIONAL TECH SERVICES	555-308	20		421.74
			5578684		INFORMATIONAL TECH SERVICES	640-308	30		4,428.28
			5578684		INFORMATIONAL TECH SERVICES	715-308	35		702.90
			5578684		INFORMATIONAL TECH SERVICES	815-308	40		421.74
				CHECK APCHK 104227 TOTA					10,419.02
10/13/2025	APCHK	104228	450-231901	PARTS AUTHORITY LLC	MAINTENANCE	725-410	35		26.38
			450-234703		MAINTENANCE	725-410	35		18.07
			450-829826		MAINTENANCE	725-410	35		(12.00)
				CHECK APCHK 104228 TOTA					32.45
10/13/2025	APCHK	104229	0913419	PHILLIP'S FLOWERS	PUBLIC RELATIONS	420-365	05		118.95
10/13/2025	APCHK	104230	25101	POLICE LAW INSTITUTE	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		118.95
									525.00
									525.00
10/13/2025	APCHK	104231	19-0412	PUREFORGE	MAINTENANCE - BUILDING	630-228	30		578.75
			19-0404		MAINTENANCE - BUILDING	630-228	30		578.75
			19-0411		MAINTENANCE - BUILDING	630-228	30		778.75
			19-0403		MAINTENANCE - BUILDING	630-228	30		778.75
			19-0453		MAINTENANCE - BUILDING	630-228	30		616.06
			19-0452		MAINTENANCE - BUILDING	630-228	30		816.06
				CHECK APCHK 104231 TOTA					4,147.12

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
10/13/2025	APCHK	104232*#	1474	RAGS ELECTRIC, INC	MAINTENANCE	725-410	35		852.00 852.00
10/13/2025	APCHK	104233	RRJ22238.2320250902 RRJ22238.2420250902 RRJ22238.2220250902	RATHS, RATHS & JOHNSON,	ENGINEERING SERVICES ENGINEERING SERVICES ENGINEERING SERVICES	820-262 820-262 820-262	40 40 40		772.50 846.25 397.50 <hr/> 2,016.25
10/13/2025	APCHK	104234	2434897 2436543	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT OPERATING EQUIPMENT	630-401 630-401	30 30		168.44 715.07 <hr/> 883.51
10/13/2025	APCHK	104235	WILLFI25	ROCK 'N' KIDS, INC.	COMMUNITY EVENTS	585-522	20		54.00 54.00
10/13/2025	APCHK	104236	023270	RUTH LAKE COUNTRY CLUB	ACTIVE ADULT PROGRAM	590-517	20		3,181.22 3,181.22
10/13/2025	APCHK	104237	146194 146249	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING PRINTING & PUBLISHING	630-302 630-302	30 30		136.18 130.40 <hr/> 266.58
10/13/2025	APCHK	104238	PS-INV134793	RYDIN	PRINTING & PUBLISHING	810-302	40		1,093.60 1,093.60
10/13/2025	APCHK	104239	2526893 2529506	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. BUILDING, PLAN REVIEW & INSP.	820-260 820-260	40 40		501.29 7,069.52 <hr/> 7,570.81
10/13/2025	APCHK	104240	7001716992 7001716993 3871742	SECURITAS TECHNOLOGY COMAINTENANCE - BUILDING MAINTENANCE - BUILDING MAINTENANCE - BUILDING		466-228 466-228 466-228	10 10 10		516.00 516.00 461.29 <hr/> 1,493.29
10/13/2025	APCHK	104241#	46276 46276	SEMMER LANDSCAPE	LANDSCAPE MAINTENANCE SERVICE ROUTE 83 BEAUTIFICATION	565-342 755-281	20 35		10,875.00 10,875.00 <hr/> 21,750.00
10/13/2025	APCHK	104242	24052	SHEER GRAPHICS INC.	PRINTING, PUBLISHING & TRANSC	455-302	10		1,214.80 1,214.80
10/13/2025	APCHK	104243	SN195-64930	SIGNS NOW	OFFICE SUPPLIES	710-301	35		43.90 43.90

10/10/2025 09:45 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 09/24/2025 - 10/15/2025

Page 9/15

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
10/13/2025	APCHK	104244	158992215-001	SITONE LANDSCAPE SUPPL	TREE MAINTENANCE	750-338	35		385.25
10/13/2025	APCHK	104245	PSI212356	SOLITUDE LAKE MANAGEMEN	MAINTENANCE - EQUIPMENT	570-411	20		385.25 1,404.96
10/13/2025	APCHK	104246	ICE CREAM CLASS 8/1	STUDIO B ART, LLC	COMMUNITY EVENTS	585-522	20		1,404.96 30.80
10/13/2025	APCHK	104247	203739300 AUG/SEP'2	T-MOBILE	PHONE - TELEPHONES	455-201	20		30.80 223.05
10/13/2025	APCHK	104248	1026	TAG BRANDS LLC	FIRING RANGE	630-245	30		223.05 63.99
10/13/2025	APCHK	104249*#	TG5 INV. 1412	TAMELING GRADING	MAINTENANCE - EQUIPMENT	570-411	20		13,325.00
			TG5 SEPTEMBER 2025		MAINTENANCE - EQUIPMENT	570-411	20		700.00
			TG5 INV. 1496		MAINTENANCE - EQUIPMENT	570-411	20		6,000.00
			TG INV. 1413		STREET IMPROVEMENTS	765-685	35		2,905.00
CHECK APCHK 104249 TOTA									22,930.00
10/13/2025	APCHK	104252	25-2081	THOMPSON ELEV. INSPECT.	ELEVATOR INSPECTION	830-117	40		129.00
10/13/2025	APCHK	104253	SIN33906	TRAFFIC LOGIX CORP	ROAD SIGNS	755-333	35		129.00 227.00
10/13/2025	APCHK	104254*#	USP2025-WIBK0821202	UNDERGROUND PIPE SOLUTI	STORM WATER IMPROVEMENTS MAIN	750-381	35		1,600.00
			UPS2025-WIBK0822202		STORM WATER IMPROVEMENTS MAIN	750-381	35		4,400.00
CHECK APCHK 104254 TOTA									6,000.00
10/13/2025	APCHK	104256	092225	VACCHIANO MARIA E.	COMMUNITY EVENTS	585-522	20		160.00
10/13/2025	APCHK	104258	1158	VELAN SOLUTIONS, INC.	FEES/DUES/SUBSCRIPTIONS	630-307	30		160.00 780.00
10/13/2025	APCHK	104259#	ORD5-13425	VESTIS GROUP, INC.	MAINTENANCE - BUILDING	466-228	10		95.12
			ORD5-13423		MAINTENANCE - BUILDING	466-228	10		149.46
			ORD5-013424		MAINTENANCE - BUILDING	630-228	30		157.28
CHECK APCHK 104259 TOTA									401.86
10/13/2025	APCHK	104260#	INV12234613	VONAGE BUSINESS INC.	PHONE - TELEPHONES	455-201	10		318.27
			INV12234613		PHONE - TELEPHONES	455-201	20		96.87
			INV12241086		PHONE - TELEPHONES	630-201	30		13.84
			INV12234613		PHONE - TELEPHONES	630-201	30		774.92
			INV12234613		TELEPHONES	710-201	35		96.87
			INV12234613		TELEPHONES	810-201	40		96.87
CHECK APCHK 104260 TOTA									1,397.64
10/13/2025	APCHK	104262	2579	WALSH NUTRITION GROUP,	ACTIVE ADULT PROGRAM	590-517	20		800.00


```
10/10/2025 09:45 AM
User: EKOMPERDA
DB: Willowbrook
```

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 09/24/2025 - 10/15/2025

Page 10/15

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount	
Fund: 01 GENERAL FUND										
									800.00	
10/13/2025	APCHK	104263#	6002357-0	WAREHOUSE DIRECT, INC.	OFFICE SUPPLIES	455-301	10		109.77	
			6009942-0		OFFICE SUPPLIES	455-301	10		130.89	
			5877559-0 CREDIT		OFFICE SUPPLIES	455-301	10		(63.52)	
			6000130-0		UNIFORMS	570-345	20		204.24	
				CHECK APCHK 104263 TOTA						381.38
10/13/2025	APCHK	104265	0002234123-IN	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10		50.00	
									50.00	
10/13/2025	APCHK	104266#	3673	WLBK BURR RIDGE CHAMBERSCHOOLS/CONFERENCES/TRAVEL		410-304	05		30.00	
			3673		TRAINING	555-304	20		60.00	
				CHECK APCHK 104266 TOTA						90.00
10/13/2025	APCHK	467 (E) #	14FK-H7W1-M1F4	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10		49.87	
			14FK-H7W1-M1F4		OFFICE/GENERAL PROGRAM SUPPLI	550-301	20		646.42	
			14FK-H7W1-M1F4		OFFICE SUPPLIES	630-301	30		48.72	
			14FK-H7W1-M1F4		OPERATING EQUIPMENT	630-401	30		470.55	
			14FK-H7W1-M1F4		COMMODITIES	670-331	30		540.86	
			14FK-H7W1-M1F4		OFFICE SUPPLIES	710-301	35		192.05	
			14FK-H7W1-M1F4		OFFICE SUPPLIES	710-301	35		41.80	
				CHECK APCHK 467 (E) TOTA						1,990.27
Total for fund 01 GENERAL FUND									564,414.79	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 02 WATER FUND									
10/13/2025	APCHK	104158*	7154928	ACCESS ONE, INC.	PHONE - TELEPHONES	401-201	50		1,831.58 1,831.58
10/13/2025	APCHK	104159	442298608 443161335	ACLARA TECHNOLOGIES LLC	EDP LICENSES EDP LICENSES	417-263 417-263	50 50		2,000.00 2,000.00 <hr/> 4,000.00
10/13/2025	APCHK	104170*	51332	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB	425-474	50		250.00
10/13/2025	APCHK	104172	LE095136	CARROLL CONSTRUCTION SUMA	MATERIAL & SUPPLIES - DISTRIB	430-476	50		250.00 140.50 140.50
10/13/2025	APCHK	104175*	204610 204611	CHRISTOPHER B. BURKE	SPECIAL PROJECTS FEES - ENGINEERING	401-310 405-245	50 50		9,376.00 848.00 <hr/> 10,224.00
10/13/2025	APCHK	104179	X610088	CORE & MAIN LP	NEW METERING EQUIPMENT	435-461	50		2,155.00
10/13/2025	APCHK	104185	25-137962	ETP LABS INC	SAMPLING ANALYSIS	420-362	50		2,155.00 200.00 200.00
10/13/2025	APCHK	104187*	4078	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50		8,250.00 8,250.00
10/13/2025	APCHK	104194*	OCTOBER 2025	GOVERNMENT INSURANCE NE	HEALTH/DENTAL/LIFE INSURANCE	401-141	50		8,589.49 8,589.49
10/13/2025	APCHK	104195*	17839 17842 17846 17840 17840	H AND R CONSTRUCTION IN	WELLHOUSE REPAIRS & MAIN - WB WATER DISTRIBUTION REPAIRS/MA WATER DISTRIBUTION REPAIRS/MA SPOILS HAULING SERVICES STREET IMPROVEMENTS SERVICES	425-474 430-277 430-277 430-280 430-281	50 50 50 50 50		1,750.00 8,900.00 6,950.00 9,350.00 12,250.00 <hr/> 39,200.00
10/13/2025	APCHK	104198*	7032393 5032546	HOME DEPOT CREDIT SERVI	STREET IMPROVEMENTS SERVICES MATERIAL & SUPPLIES - DISTRIB	430-281 430-476	50 50		58.14 455.44 <hr/> 513.58
10/13/2025	APCHK	104207*	109625	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50		9,460.00
10/13/2025	APCHK	104214	INV077086	METROPOLITAN INDUSTRIES	EDP LICENSES	417-263	50		9,460.00 138.00
10/13/2025	APCHK	104217	253523A-2	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIB	430-476	50		138.00 829.00

10/10/2025 09:45 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 09/24/2025 - 10/15/2025

Page 12/15

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 02 WATER FUND									
									829.00
10/13/2025	APCHK	104221*#	8374	MUNICIPAL GIS PARTNERS, FEES - ENGINEERING		405-245	50		1,002.87
									1,002.87
10/13/2025	APCHK	104223*#	22262	NJ RYAN TREE & LANDSCAP	WATER DISTRIBUTION REPAIRS/MA	430-277	50		6,900.00
									6,900.00
10/13/2025	APCHK	104232*#	1469	RAGS ELECTRIC, INC	WATER DISTRIBUTION REPAIRS/MA	430-277	50		2,784.00
									2,784.00
10/13/2025	APCHK	104249*#	TG5 SEPTEMBER 2025	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MA	430-277	50		5,725.00
									5,725.00
10/13/2025	APCHK	104250	0210805-IN	TAMELING INDUSTRIES	STREET IMPROVEMENTS SERVICES	430-281	50		846.00
			0211517-IN		STREET IMPROVEMENTS SERVICES	430-281	50		97.65
			0211518-IN		STREET IMPROVEMENTS SERVICES	430-281	50		1,099.80
			0211519-IN		STREET IMPROVEMENTS SERVICES	430-281	50		169.20
			0211520-IN		STREET IMPROVEMENTS SERVICES	430-281	50		296.10
				CHECK APCHK 104250 TOTA					2,508.75
10/13/2025	APCHK	104254*#	UPS2025-WIBK0818202	UNDERGROUND PIPE SOLUTI	WATER DISTRIBUTION REPAIRS/MA	430-277	50		4,100.00
			UPS2025-WIBK0819202		WATER DISTRIBUTION REPAIRS/MA	430-277	50		3,800.00
			UPS2025-WIBK0820202		WATER DISTRIBUTION REPAIRS/MA	430-277	50		6,075.00
			UPS2025-WIBK0825202		WATER DISTRIBUTION REPAIRS/MA	430-277	50		6,950.00
				CHECK APCHK 104254 TOTA					20,925.00
10/13/2025	APCHK	104257	56324	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50		870.78
			56324		POSTAGE & METER RENT	401-311	50		925.32
				CHECK APCHK 104257 TOTA					1,796.10
10/13/2025	APCHK	104264*#	0331569	WATER PRODUCTS-AURORA	WATER DISTRIBUTION REPAIRS/MA	430-277	50		1,131.00
			0331492		MATERIAL & SUPPLIES - DISTRIB	430-476	50		2,184.81
			0331712		MATERIAL & SUPPLIES - DISTRIB	430-476	50		120.00
			0331713		MATERIAL & SUPPLIES - DISTRIB	430-476	50		1,498.25
				CHECK APCHK 104264 TOTA					4,934.06
10/13/2025	APCHK	468 (E)	SEPTEMBER 2025	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50		188,349.20
									188,349.20
									320,706.13
					Total for fund 02 WATER FUND				

10/10/2025 09:45 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 09/24/2025 - 10/15/2025

Page 13/15

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 10 CAPITAL PROJECT FUND									
10/13/2025	APCHK	104171	3475	BRIGHTER ELECTRIC	WATER EQUIPMENT REPAIRS/MAINT	440-604	55		630.00
									630.00
10/13/2025	APCHK	104175*#	204617	CHRISTOPHER B. BURKE	STORMWATER MASTER PLAN	600-306	55		17,918.00
			204612		BORSE PARK PHASE II	600-347	55		1,211.44
			204614		BORSE PARK - PHASE III	600-355	55		403.97
			204615		BORSE PARK - PHASE III	600-355	55		63,588.08
				CHECK APCHK 104175 TOTA					83,121.49
10/13/2025	APCHK	104195*#	17838	H AND R CONSTRUCTION	INHYDRANT REPLACEMENT	600-356	55		4,500.00
10/13/2025	APCHK	104225	57699	NUTOYS LEISURE PRODUCTS	BORSE PARK - PHASE III	600-355	55		4,500.00
									164,438.00
									164,438.00
10/13/2025	APCHK	104255	24-1344-06	UPLAND DESIGN, LTD.	BORSE PARK - PHASE III	600-355	55		1,649.00
			23-1213-09		BORSE PARK - PHASE III	600-355	55		44.00
				CHECK APCHK 104255 TOTA					1,693.00
10/13/2025	APCHK	104261	63887	VORTEX USA INC.	BORSE PARK - PHASE III	600-355	55		104,004.66
									104,004.66
10/13/2025	APCHK	104264*#	0331397	WATER PRODUCTS-AURORA	BORSE PARK - PHASE III	600-355	55		484.00
									484.00
				Total for fund 10 CAPITAL PROJECT FUND					358,871.15

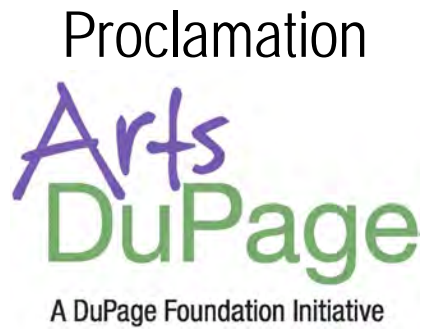
<u>Check Date</u>	<u>Bank</u>	<u>Check #</u>	<u>Invoice</u>	<u>Payee</u>	<u>Description</u>	<u>Account</u>	<u>Dept</u>	<u>Project</u>	<u>Amount</u>
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX									
10/13/2025	APCHK	104184*#	24392	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15		15,276.00 15,276.00
10/13/2025	APCHK	104194*#	OCTOBER 2025	GOVERNMENT INSURANCE NEHEALTH/DENTAL/LIFE INSURANCE		455-141	15		1,254.77 1,254.77
10/13/2025	APCHK	104201	19038	JLH LAND SURVEYING INC.	CONSULTING SERVICES	815-306	15		1,500.00 1,500.00
10/13/2025	APCHK	104251	52484791	TETRA TECH, INC.	CONSULTING SERVICES	815-306	15		5,890.28 5,890.28
				Total for fund 15 RT 83/PLAINFIELD RD BUS					5,890.28 23,921.05

10/10/2025 09:45 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 09/24/2025 - 10/15/2025

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 17 SERIES 2022 BOND									
09/30/2025	APCHK	104156	TERM 4 & FINAL PYMN	WLBK ECONOMIC DEV.	PAROTHER PROFESSIONAL SERVICE	(W540-425	80		170,000.00
10/13/2025	APCHK	104212	10012025	MALLON AND ASSOCIATES,	OTHER PROFESSIONAL SERVICE	(W540-425	80		170,000.00
									5,127.27
									5,127.27
									175,127.27
									1,443,040.39
TOTAL - ALL FUNDS									
Total for fund 17 SERIES 2022 BOND									

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



WHEREAS, Arts DuPage has regularly issued official proclamations to all the cities and villages in DuPage County on an annual basis, designating October as Arts DuPage Month; and

WHEREAS, the arts embody much of the accumulated wisdom, intellect, and imagination of humankind; and

WHEREAS, the arts enrich us as individuals and play a unique role in the lives of our families and our communities; and

WHEREAS, the arts promote a better understanding of the diversified cultures within our communities and unify us regardless of age, race, and ethnicity; and

WHEREAS, the arts sector in DuPage County consists of 2,272 arts-related businesses and accounts for 4.2 percent of the total number of businesses in the region – a larger share of the economy than transportation, tourism, agriculture, and construction; and

WHEREAS, the arts provide full-time employment for over 15,000 workers in DuPage County; and

WHEREAS, the arts improve our economy, enrich our civic life, drive tourism and commerce, and exert a profound positive influence on the education of our children; and

WHEREAS, the arts helped lead us through the darkest times by lifting our spirits, unifying communities, and providing entertainment. They also play a vital role in enlivening our public spaces, driving the economy, and elevating the appeal of our County.

NOW, THEREFORE, BE IT RESOLVED, that I Frank Trilla, Mayor do hereby proclaim October 2025 as Arts DuPage Month in Willowbrook, Illinois and call upon our community members to celebrate and promote the arts in DuPage County.

PROCLAIMED this _____ of _____, 2025

Mayor

Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.e.

DATE: October 13, 2025

SUBJECT:

A RESOLUTION CREATING SET HOURS FOR HALLOWEEN 2025 TRICK-OR-TREATING IN THE VILLAGE OF WILLOWBROOK

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Lauren Kaspar, Chief of Police

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To recommend setting the hours for Halloween Trick or Treating solicitation for Friday, October 31, 2025, at 3:00-7:00 p.m.

BACKGROUND/SUMMARY

In January 1994, it was determined that a Village ordinance regulating Halloween solicitation was not necessary. Instead, the Village chose to adopt an annual resolution establishing solicitation hours, allowing flexibility based on the day of the week Halloween falls on. Since that time, a resolution has been passed each year by the Mayor and Board of Trustees to set these hours.

Staff is proposing to keep the hours from 3:00-7:00 p.m., which is consistent with 2024 when Halloween fell on a Thursday. The hours for Halloween solicitation set by the resolution will be published on the Village website and added to the Village's other social and media channels, e.g., Facebook, Channel 6, Neighborhoods.com and LED signage, and shared with our school partners, District 62 and 60.

FINANCIAL IMPACT

None.

RECOMMENDED ACTION:

Adopt the Resolution.

RESOLUTION NO. 25-R-_____

**A RESOLUTION CREATING SET HOURS FOR HALLOWEEN 2025 TRICK-
OR-TREATING IN THE VILLAGE OF WILLOWBROOK**

WHEREAS, the Village of Willowbrook is dedicated to protecting the safety and welfare of young children trick-or-treating on the holiday of Halloween 2025 and in preserving the spirit of Halloween for young children; and

WHEREAS, the holiday of Halloween sometimes leads to an increase in vandalism due to the presence of unsupervised juveniles roaming through the Village of Willowbrook; and

WHEREAS, the Village of Willowbrook desires to reduce potential vandalism and protect the property and peace of mind of Willowbrook residents, as well as ensure the safety of children trick-or-treating; and

WHEREAS, a need for set solicitation hours has been identified by the Village Staff; and

WHEREAS, it was recommended by the Village Staff to set the hours of Halloween 2025 trick-or-treating to be between the hours of 3:00 p.m. and 7:00 p.m. on Friday, October 31, 2025; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Trustees of the Village of Willowbrook hereby set the hours of Halloween 2025 trick-or-treating to be between the hours of 3:00 p.m. and 7:00 p.m. on Friday, October 31, 2025.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 13th day of October, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.f.

DATE: October 13, 2025

SUBJECT:

MOTION - A MOTION TO AMEND THE FY2025-2026 GENERAL FUND FOR THE FUNDING OF THE CONSTRUCTION AND CONSTRUCTION ENGINEERING OF THE 2025 ROAD MAINTENANCE PROGRAM

STAFF REPORT

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

PREVIOUS ACTION TAKEN

On July 28, 2025, the Village Board approved an agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional construction engineering services for the 2025 Road Maintenance Program in the amount of \$28,072.00. On September 8, 2025, the Village Board waived the competitive bidding process and awarded a contract to Brothers Asphalt Paving, Inc. in the amount of \$355,583.63 for road maintenance services under the 2025 Road Maintenance Program.

These projects were originally intended to be funded with Motor Fuel Tax (MFT) and Rebuild Illinois (RBI) funds in FY25/26. However, the Illinois Department of Transportation (IDOT) notified the Village that it would not approve the use of MFT/RBI funds for the Brothers Asphalt Paving, Inc. contract. During IDOT's review process, staff re-evaluated the funding strategy and recommended allocating the expenses to the General Fund instead. As stated at the September 8, 2025 Board meeting, staff now proposes deferring the use of MFT and RBI funds to support road maintenance activities in FY26/27.

PURPOSE AND ACTION REQUESTED

The transfer of funds will come from the General Fund balance, which remains within the Board-approved reserve policy range of 40 to 50 percent, based on preliminary figures from the most recent audit.

By deferring expenditures to the fund balance, the Village will be able to reduce General Fund expenditures in the next fiscal year by utilizing a greater share of MFT funds, as General Fund resources are being used during the current fiscal year.

FINANCIAL IMPACT

If approved, the Village will increase the General Fund budget by \$383,655.63 for FY25/26.

RECOMMENDED ACTION:

Staff recommends passing the motion for a budget amendment.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.g.

DATE: October 13, 2025

SUBJECT:

A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO THE PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC. FOR ENVIRONMENTAL SITE ASSESSMENTS (735 Plainfield Road)

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff requests approval of Change Order #1 with Tetra Tech, Inc. in the amount of \$52,527.20 to complete additional delineation soil and groundwater sampling associated with the ongoing Phase II Environmental Site Assessment (ESA) for the property located at 735 Plainfield Road.

BACKGROUND/SUMMARY

The Village of Willowbrook is currently conducting due diligence activities related to the potential acquisition and redevelopment of the property at 735 Plainfield Road. On August 2, 2025, the Village Board approved an agreement with Tetra Tech, Inc. to perform both a Phase I and Phase II ESA at the site. These assessments are required to identify potential environmental conditions.

Following initial Phase II sampling, contaminants were detected in select locations, including soil boring. To fully define the extent of contamination and ensure regulatory compliance, Tetra Tech recommends conducting additional delineation sampling.

FINANCIAL IMPACT

The total cost for Change Order #1, including a 10% contingency, is **\$52,527.20**, as summarized below:

Task	Description	Estimated Cost
1.0	Additional Delineation Sampling	\$45,752
2.0	Project Management & Meetings	\$2,000
	Subtotal	\$47,752
10% Contingency	Additional sampling if required	\$4,775.20
	Total	\$52,527.20

Funding for this work is available within the Business District Fund.



RECOMMENDED ACTION:

Staff recommends approval of Change Order #1 with Tetra Tech, Inc. in the amount of \$52,527.20 for additional delineation soil and groundwater sampling at 735 Plainfield Road as part of the ongoing environmental due diligence process.

RESOLUTION NO. 25- R-_____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
CHANGE ORDER TO THE PROFESSIONAL SERVICES AGREEMENT WITH
TETRA TECH, INC. FOR ENVIRONMENTAL SITE ASSESSMENTS
(735 Plainfield Road)**

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. Pursuant to its powers and in accordance with the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.*, as amended (“***Business District Law***”), 65 ILCS 5/8-1-2.5, and Ordinance Nos. 16-O-30, 16-O-31, and 16-O-32, adopted July 16, 2016, and Ordinance Nos. 24-O-21 and 24-O-22, adopted August 26, 2024 (collectively, the “***Ordinances***”), the Village established and amended the Illinois Route 83 / Plainfield Road Business District (“***Business District***”), approved and amended a Business District plan (“***Business District Plan***”), and imposed an amended an additional retailers' occupation tax and service occupation tax therein. The Ordinances are incorporated herein by reference.
- C. Pursuant to and in accordance with the Business District Law, 65 ILCS 5/8-1-2.5, and the Ordinances, the Corporate Authorities of the Village are empowered to acquire property within the Business District and retain consultants in connection therewith in furtherance of the Business District Plan.
- D. The Village is considering acquisition of the property commonly known as 735 Plainfield Road, Willowbrook, Illinois, with permanent real estate index number 09-23-406-003 (“***Property***”).
- E. On August 2, 2025, the Village entered into an agreement with Tetra Tech, Inc. (“***Tetra Tech***”) to perform Phase I and II Environmental Site Assessments (“***Site Assessments***”) of the Property, in the not to exceed amount of \$31,257 (“***Agreement***”).
- F. The Village would like Tetra Tech to perform additional sampling and project management as part of the Site Assessments (“***Additional Work***”).
- G. Tetra Tech has agreed to perform the Additional Work, pursuant to a change order to the Agreement, attached hereto as **EXHIBIT A** and made a part hereof (“***Change Order***”), in the not to exceed amount of \$52,527.20.

H. It is in the best interest of the Village to enter into the Change Order with Tetra Tech for the Additional Work.

SECTION 2: Based upon the foregoing, the Mayor, Village Clerk, and Village Administrator be and are hereby authorized and directed to execute the Change Order, 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 Change Order, as may be necessary or convenient to undertake the Village's obligations in the Change Order.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

Mayor

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

ATTEST:

Village Clerk

EXHIBIT A
CHANGE ORDER

(attached)



TETRA TECH

October 3, 2025

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

**Subject: Confidential Change Order #1
Phase I and II Environmental Site Assessments
735 Plainfield Road, Willowbrook, IL
PIN: 09-23-406-003**

Dear Sean:

Tetra Tech is pleased to provide this change order #1 to continue conducting delineation sampling for the above referenced site (subject property). Tetra Tech is also in the process of finalizing a Phase I Environmental Site Assessment (ESA) and completing a Phase II ESA for the subject property. A previously submitted Scope of Work and Estimated Costs was submitted for the Phase I ESA and Phase II ESA, which was approved by the Village of Willowbrook on August 2, 2025. It is Tetra Tech's understanding that the Village of Willowbrook (the Client) is potentially acquiring and redeveloping the subject property.

Based on several phone discussions and Teams meetings with the Village of Willowbrook in September 2025, Tetra Tech has prepared the updated general SOW and estimated costs provided below based on sampling analytical results obtained to date for the subject property.

Task 1.0 – Additional Delineation Sampling

As discussed in our meeting on October 2, 2025, Tetra Tech proposes to conduct additional soil and groundwater sampling at the subject property to further delineate contaminants of concern identified in soil boring SB-04 installed during the initial Phase II investigation. Pre-field activities will include procurement of a drilling subcontractor and environmental laboratory. Additional details regarding contaminant delineation at the subject property are discussed below. The discussion below presents contaminant delineation in the soil that was completed on September 23, 2025, and proposed further soil and groundwater contaminant delineation to be conducted the week of October 6, 2025.

Task 1.1 Soil Boring Installation and Sampling

To assess soil conditions surrounding the original soil boring SB-04, on September 23, 2025, Tetra Tech's drilling subcontractor used a track-mounted hydraulic probe (Geoprobe™ rig) to collect soil samples from an estimated additional five (5) borings, with one soil boring at the original location of SB-04 and then four soil borings located 20-feet to the north, east,

south, and west of SB-04 on 09/23/2025. Each boring was advanced to a depth of about 15 to 20 feet below ground surface (bgs) or to the top of the groundwater table.

Based on the analytical results of the sampling conducted on September 23, 2025, Tetra Tech proposes to conduct up to 15 additional soil borings based on laboratory analysis results. Each of these additional borings will be advanced to a depth of about 15 to 20 feet below ground surface (bgs) or to the top of the groundwater table. Soil borings will be logged continuously from ground surface to the bottom of each boring for lithologic description. An experienced Tetra Tech scientist or engineer will document the subsurface conditions (soil type, photoionization detector [PID] measurements, the presence of staining, odors and groundwater levels, etc.) in each boring. Soil samples will be screened in the field for chemical odors, evidence of staining or other visible indications of contamination, and volatile organic emissions using a photoionization detector (PID). Sample selection will be based upon the results of field screening where samples exhibiting indications of chemical release, if encountered, will be selected for analysis.

Following sample collection, the soil samples will be placed in clean, laboratory-supplied vials or bottles, labeled and placed in chilled coolers pending delivery to the analytical laboratory. Appropriate chain-of-custody protocols will be maintained throughout the sample-handling process.

Soil Analysis. Up to 30 soil samples will be analyzed for constituents of concern based on the laboratory analysis results from prior sampling events.

- Up to 24 exterior soil samples will be analyzed for VOCs, PAHs, PCBs, and TPH (as gasoline range organics, diesel range organics, and oil range organics)
- Four samples from the two interior borings will be analyzed for VOCs, PAHs, PCBs and TPH (as gasoline range organics, diesel range organics, and oil range organics)
- Two exterior soil samples will be analyzed for fraction organic carbon (FOC)

Task 1.2: Temporary Monitoring Well Installation and Sampling

Tetra Tech proposes installing up to two (2) additional temporary monitoring wells in the vicinity of the initial step-out borings conducted on September 23, 2025. Following installation, the monitoring wells will be developed to remove sediment and to improve hydraulic communication with the surrounding aquifer.

Groundwater samples will be collected from each monitoring well using a low flow pump, following Illinois EPA-accepted protocols. Following collection, the groundwater samples will be placed in clean, laboratory-supplied vials or bottles, labeled and placed in a chilled

cooler pending delivery to the analytical laboratory. Appropriate chain-of-custody protocols will be maintained throughout the sample-handling process.

Groundwater Analysis. Groundwater samples will be analyzed for constituents of concern based on the laboratory analysis results from prior sampling events.

- Up to two groundwater samples will be analyzed for VOCs, PAHs, PCBs, and mercury.

Investigation Derived Waste. Investigation derived waste (water generated through monitoring well development) will be temporarily stored on site in DOT-approved 55-gallon drums. The cost for waste characterization analysis and disposal will depend on the results of the groundwater analysis and as such the cost estimate does not include costs for water analysis/disposal. Tetra Tech will provide costs for additional characterization and disposal following receipt of the additional analytical data. Soil cuttings will be returned to the borings.

Task 2.0 – Project Management and Meetings

Project management includes discussions with the Client, scheduling and coordination of fieldwork, subcontractor procurement, preparation of correspondence, interim reports, budget tracking, and laboratory coordination.

Estimated Costs, Assumptions, and Schedule

Estimated costs for the tasks described above are presented in the table below.

TASK		ESTIMATED COST
Task 1.0	Two Additional Delineation Sampling Events	\$45,752
Task 2.0	Project Management and Meetings	\$2,000
Total Estimated Cost for Change Order #1		\$47,752
10% Contingency (Additional Sampling Requirements)		\$4,775.20
TOTAL ESTIMATED COST + 10% CONTINGENCY		\$52,527.20

Assumptions include the following:

- The Client will obtain access to the subject property for the completion of Task 1.
- Tetra Tech will not incur additional costs without notification and approval from the Client.

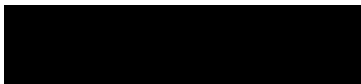


TETRA TECH

- Laboratory analysis is assumed to be conducted on 3-day turnaround time (TAT), unless directed by the Client.
- Tetra Tech proposes to conduct the SOW on a time and material basis.

Tetra Tech appreciates the opportunity to provide an updated Change Order request for this scope of work to the Village of Willowbrook. We look forward to working with you to complete this project and provide the support required for decisions regarding the site. If you have any questions, require a more detailed cost estimate, or revisions to the scope of work, please let us know. Upon approval of the Change Order #1 request, we will forward our Professional Service Agreement for signature.

Sincerely,



Stacey Durley
Program Manager

TETRA TECH, INC.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.

DATE: October 13, 2025

SUBJECT:

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN MALLON AND ASSOCIATES, INC. AND THE VILLAGE OF WILLOWBROOK TO PROVIDE PROFESSIONAL DEVELOPMENT AND BROKERAGE SERVICES TO THE VILLAGE

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff requests authorization to approve a Development Agent and Brokerage Services Agreement between the Village of Willowbrook and Mallon & Associates, Inc. to continue providing economic development, business recruitment, and brokerage services for the Village.

BACKGROUND/SUMMARY

In the last two years, the Village's partnership with Mallon & Associates has produced meaningful and visible results in advancing the Village's economic development objectives. The firm has played a key role in strengthening Willowbrook's retail and commercial base, facilitating strategic redevelopment projects, and attracting high-quality businesses that contribute to the Village's long-term fiscal health.

Key accomplishments achieved through this partnership include:

- **Binny's Beverage Depot Redevelopment:** Successful execution of a redevelopment agreement that enabled Binny's to relocate from its prior location and double its retail footprint by moving into the former Bed Bath & Beyond space. This project not only retained a strong local retailer but also increased sales tax revenue.
- **New Ace Hardware Development:** Mallon & Associates assisted in attracting a new Ace Hardware store, which will open in the next couple of months in the former Binny's location on Kingery Highway. This addition will fill a long-standing gap in the community by providing a convenient, full-service hardware store for Willowbrook residents while strengthening the local retail mix.
- **735 Plainfield Road Redevelopment:** Mallon & Associates has been instrumental in assisting the Village with the acquisition and redevelopment of the former bowling alley property at 735 Plainfield Road. The firm is working closely with staff to attract a new business that will generate local sales tax revenue at this site for the first time in more than a decade, marking a major step forward in the Village's broader redevelopment strategy.



Moving forward, Mallon & Associates will continue to work alongside staff to implement the Village's Comprehensive Plan and guide targeted economic development efforts. This next phase will focus on attracting sales tax-generating uses that align with the community's character and resident priorities, ensuring balanced growth that supports both fiscal stability and quality of life.

FINANCIAL IMPACT

Under the terms of the proposed **three-year agreement** (November 1, 2025 – October 31, 2028), the Village will compensate Mallon & Associates as follows:

Year	Monthly Fee	Annual Total
1 (Nov 2025–Oct 2026)	\$5,200.00	\$62,400.00
2 (Nov 2026–Oct 2027)	\$5,408.00	\$64,896.00
3 (Nov 2027–Oct 2028)	\$5,624.32	\$67,491.84

RECOMMENDED ACTION:

Staff recommends approval of the Development Agent and Brokerage Services Agreement with Mallon & Associates, Inc. to continue the Village's successful economic development partnership and maintain the momentum of recent redevelopment and recruitment efforts.

RESOLUTION NO. 25-R- ____

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION
OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN
MALLON AND ASSOCIATES, INC. AND THE VILLAGE OF WILLOWBROOK TO
PROVIDE PROFESSIONAL DEVELOPMENT AND BROKERAGE SERVICES TO
THE VILLAGE**

WHEREAS, the Village of Willowbrook (the “Willowbrook”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook, Illinois (hereinafter referred to as the “Village”), it is advisable, necessary and in the public interest that the Village contract to provide professional development and brokerage services for the Village; and

WHEREAS, Mallon and Associates, Inc. has submitted a satisfactory proposal to the Village and it is advisable and in the best interest of the Village that Mallon and Associates, Inc. be retained by the Village to provide professional development and brokerage services for the Village, upon the terms and conditions set forth in that certain agreement (“Agreement”), including Exhibits A, B and C, attached to the Agreement, copies of which are attached hereto as Exhibit “A” and expressly 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. That certain Agreement for professional development and brokerage services between the Village and Mallon and Associates, Inc., attached hereto as Exhibit “A”,

including Exhibits A, B and C attached to the Agreement, and made a part hereof, is hereby accepted and approved.

SECTION 2. The Village Mayor be and is hereby authorized and directed to execute on behalf of the Village, that certain Agreement by and between the Village of Willowbrook and Mallon and Associates, Inc. for the furnishing of professional development and brokerage services, and the Village Clerk is hereby directed to attest to said signature, together with such changes as Village Attorney deems necessary.

SECTION 3. This resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED this 13th day of October, 2025, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**PROFESSIONAL DEVELOPMENT AND BROKERAGE SERVICES AGREEMENT BY
AND BETWEEN MALLON AND ASSOCIATES, INC. AND THE
VILLAGE OF WILLOWBROOK**

DEVELOPMENT AGENT AND BROKERAGE SERVICES AGREEMENT

This **DEVELOPMENT AGENT AND BROKERAGE SERVICES AGREEMENT** is dated as of October, 2025 (“**Effective Date**”), and is by and between **MALLON & ASSOCIATES, INC.**, an Illinois corporation with offices located at 105 Christina Circle, Wheaton, Illinois 60189 (“**Firm**”), and the **VILLAGE OF WILLOWBROOK**, an Illinois municipal corporation and home rule unit of local government with offices located at 835 Midway Drive, Willowbrook, Illinois 60010 (“**Village**”) (collectively, Firm and the Village are the “**Parties**”).

WHEREAS, Firm will be performing professional development agent business recruiting and real estate brokerage and work for the Village related to, and in conjunction with, the Willowbrook Economic Development Partnership (“**WEDP**”), as provided by **Exhibit A (“Scope of Services”)**, which is attached hereto and incorporated herein, with the costs of the Scope of Services being in **Exhibit B**, which is attached hereto and incorporated herein, and as provided in the exclusive brokerage agreement in **Exhibit C (“Brokerage Agreement”)**, which is attached hereto and incorporated herein; and

WHEREAS, the Scope of Services, together with this document and the exclusive brokerage agreement in **Exhibit C**, comprise the agreement of the Parties and are hereafter referred to as the “**Agreement**”; and

WHEREAS, Firm may, after Village approval, have subcontractors and one or more employees engaged in the performance of said work;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, Firm hereby agrees to the following:

1. Firm shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal authorities and other governmental units or regulatory bodies in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Firm must comply: The Illinois Engineering Practice Act, all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

2. Firm agrees to, and does hereby, hold harmless, defend with counsel of the Village’s choosing, and indemnify the Village, the Village’s corporate authorities, all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all third-party claims that may, at any time, be asserted against any of those parties in connection with the performance by Firm of its obligations under this Agreement.

The Village agrees to, and does hereby, hold harmless, defend with counsel of Firm’s choosing, and indemnify Firm, and all Firm officers, employees, agents, representatives, and attorneys, from any and all third-party claims that may, at any time, be asserted against any of

those parties in connection with the performance by the Village of its obligations under this Agreement.

The indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Firm or any subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. Firm shall keep in force, to the satisfaction of Village, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Insurance, and Professional Liability Insurance in at least the type and amounts as follows:

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

State: Statutory

Applicable Federal (e.g. Longshoresmen's): Statutory

(2) Employer's Liability:

\$1,000,000 injury-per occurrence

\$1,000,000 disease-per employee

\$1,000,000 disease-policy limit

B. Comprehensive General

\$2,000,000 General Aggregate

\$1,000,000 Products Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

\$50,000 Fire Damage (any one fire)

\$5,000 Medical Expenses (any one person)

C. Business Automobile Liability (including owned, non-owned and hired vehicles):

Bodily Injury:

\$1,000,000.00 Per Person

\$1,000,000.00 Per Accident

Property Damage

\$1,000,000.00 Per Occurrence

Umbrella Excess Liability:

\$2,000,000.00 over Primary Insurance

D. Professional Liability (Errors and Omissions) Insurance:

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

4. Firm shall have all policies of insurance purchased or maintained in fulfillment hereof name the Village of Willowbrook as an additional insured thereunder and Firm shall provide Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Village to identify a deficiency from the evidence that is provided shall not be construed as a waiver of the Firm's obligation to maintain such insurance. The firm agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Upon request, Firm will provide copies of any or all policies of insurance maintained in fulfillment hereof.

Failure to maintain the required insurance may result in termination of this Agreement at Village's option.

5. Firm shall cause each consultant employed by Firm to purchase and maintain insurance of the type specified above. When requested by the Village, Firm shall furnish copies of certificates of insurance evidencing coverage for each consultant.

6. For any claims related to or arising from this Agreement or a party's performance or failure to perform hereunder, Firm insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of Firm insurance and shall not contribute with it.

7. Nothing contained in this Agreement is to be construed as limiting the liability of Firm, the liability of any subcontractor or any tier or either of their respective insurance carriers. Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect Village, or Firm, but are merely minimums. The obligations of Firm to purchase insurance shall not, in any way, limit its obligations to Village in the event that Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by Firm's insurance.

8. In the event Firm fails to furnish and maintain the insurance required by this Agreement, the Village, upon seven days written notice, may purchase such insurance on behalf of Firm, and Firm shall pay the cost thereof to the Village upon demand or shall have such cost deducted from any payments due Firm. Firm agrees to furnish to the Village the information needed to obtain such insurance.

9. All insurance provided by Firm shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

10. All certificates shall provide for 30 days written notice to owner prior to the cancellation or material change of any insurance referred to therein written notice to Village shall be certified mail, return receipt requested.

11. Village reserves the right to modify these requirements herein, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

12. To furnish any affidavit or Certificate in connection with the work covered by this Agreement as required by law.

13. As set forth in the Scope of Services, Village agrees that Firm will act as the Village's development agent to assist with identifying, recruiting, and negotiating potential retail and restaurant development opportunities with businesses and other property owners, as set forth in, and as limited by, the Scope of Services, and as otherwise described in **Exhibit A**. As set forth in the exclusive brokerage agreement in **Exhibit C**, which is hereby approved, the Village agrees that Firm will act as the Village's exclusive broker for real estate transactions related to potential retail and restaurant development. The term of this Agreement will begin on November 1, 2025 and continue through October 31, 2028 unless otherwise terminated in accordance with this Agreement.

14. Firm grants to Village, in perpetuity, a license to use the materials, specifications, and other work products of Firm and its consultants for its own purposes. Reuse of any of the materials, specifications or other work products of Firm and its consultants without the written consent of Firm, and/or the consultant, as the case may be, shall be at the risk of the Village and Village agrees to indemnify, defend and hold harmless Firm, and/or its consultant, as the case may be, from all claims, damages, and expenses, including attorneys' fees, arising out of such unauthorized reuse. Village shall endeavor to give Firm prior written notice of Village's intent to reuse any work products.

15. Either party may terminate this Agreement for cause upon 24 hours written notice of breach to the other party and for convenience and without cause upon not less than seven days' written notice to the other party. In the event of termination for other than cause, Firm shall be compensated for services performed prior to termination to which Firm is entitled, together with reimbursable expenses then due to which Firm is entitled. The Parties' obligations in Sections 2, 3, 6, 7, 14, and 16 will survive termination of this Agreement.

16. Firm agrees to maintain, without charge to the Village, all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1, et seq., In addition, Firm shall produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the timeframe required. If additional time is necessary to compile records in response to a request, then Firm shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Firm's failure to produce documents or otherwise appropriately respond to a request under the Act, then Firm shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

17. It is mutually agreed and understood that Firm shall have the full control of the ways and means of performing the work referred to above and that Firm or its employees, representatives or subcontractors are in no sense employees of Village, it being specifically agreed that Firm bears the relationship of an independent Firm to Village.

18. To the extent that the Prevailing Wage Act applies, Firm shall pay and require every subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01, et seq. ("**Act**"). Firm shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages.

Any increases in costs to Firm due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Firm and not at the expense of the Village. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Firm shall be solely responsible to maintain accurate records as required by the Act and to obtain and furnish all such certified records to Village as required by the Act. Firm shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and in every way defend and indemnify Village against any claims arising under or related to the payment of wages in accordance with the Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. Firm is advised that the Department revises the prevailing wage rates and Firm has an obligation to check the Department's web site for revisions.

19. All payments made by the Village to Firm for work or services rendered under this Agreement shall be made pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

20. This Agreement shall be in full force and effect from the Effective Date until such time as it is terminated by Village.

21. Any conflicts between the text of this document and its exhibits shall be resolved in favor of this Agreement. Capitalized terms in exhibits are those in this Agreement, unless specifically defined in an exhibit.

22. This Agreement's recitals and all exhibits attached to this Agreement are incorporated as though fully set forth in this Section.

IN WITNESS WHEREOF, the Village and Firm have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

VILLAGE:

ATTEST:

VILLAGE OF WILLOWBROOK

Village Clerk

Mayor

FIRM:

MALLON & ASSOCIATES, INC.,
an Illinois corporation

By: _____

Its: _____

EXHIBIT A

SCOPE OF SERVICES

Firm will provide a comprehensive set of skills and act as the Village's economic development agent to facilitate complicated development programs, evaluate public/private partnership agreement terms, review *pro formas*, and successfully negotiate with tenants and property owners, in addition to conducting market and demographic research, utilize wide-reaching business and retail connections within the regional market place to recruit new businesses to the Village. The Village will compensate Firm for development services according to the schedule provided in **Exhibit B**. The Village will compensate Firm for brokerage services according to the exclusive brokerage agreement in **Exhibit C**.

The Village's primary goals and objectives for the Scope of Services are to have Firm:

- Assess the Village to determine retail and restaurant opportunities that would be appropriate and successful given the overall demographics and competition;
- Meet and work with community stakeholders on identifying and attracting retail stores and restaurants to in the Village; and
- Serve as a development agent and assist in identifying and facilitating redevelopment opportunities within the Village.

EXHIBIT B

PAYMENT

Scope of Services

For the Scope of Services, the Village will pay Firm a monthly flat fee of the following: \$5,200 per month in year 1 (November 1, 2025 – October 31, 2026); \$5,408 per month in year 2 (November 1, 2026 – October 31, 2027); and \$5,624.32 per month in year 3 (November 1, 2027 – October 31, 2028). In exchange for payments hereinabove, Firm will perform 15 hours of work for the Village. The Village agrees to reimburse Firm for any pre-approved out-of-pocket expenses at a rate of 110% the cost of the expense. Any additional work required and pre- approved by the Village that exceeds the Scope of Services will be billed at a rate of \$350 per hour, plus expenses. Firm will submit invoices to the Village with the monthly flat fee and any pre- approved hourly work beyond the scope of the monthly flat fee.

Bonus for New Businesses

For each new sales tax generating businesses that Firm recruits to the Village, meaning that Firm provided material assistance and support in attracting the business to open in the Village ("**New Business**"), that opens for business during the term of the Agreement, the Village will pay Firm bonus payments as follows:

A. **One-Time Bonus.** The Village will pay the Firm a one-time bonus payment equal to 5% of the anticipated annual sales tax revenue to be collected by the Village in the first year of the New Business. The payment will be made when the agreement is finalized.

B. **Ongoing Bonus.** The Village will pay Firm five additional bonus payments equal to a percent share of the actual annual sales tax revenue collected by the Village on a declining scale from 5% to 1% over the first five-year period after the New Business opens. Each payment will be made within two months after the January 1 following each year.

C. **Sales Tax.** "Sales tax," for purposes of this **Exhibit B**, means those taxes imposed and collected by the State of Illinois pursuant to the Retailer's Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as amended, the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, as amended, the Home Rule Municipal Retailers' Occupation Tax Act, 65 ILCS 5/8-11-1, as amended, and the Home Rule Municipal Service Occupation Tax Act, 65 ILCS 5/8-11-5, as amended, as actually collected by the Village.

D. **Summary.** The table below summarizes the bonus payments for each New Business:

Year	Rate
One-Time Bonus	5% of estimated annual sales tax revenue to be collected by Village
Year 1	5% of actual annual sales tax revenue collected by Village
Year 2	4% of actual annual sales tax revenue collected by Village
Year 3	3% of actual annual sales tax revenue collected by Village
Year 4	2% of actual annual sales tax revenue collected by Village
Year 5	1% of actual annual sales tax revenue collected by Village

EXHIBIT C

EXCLUSIVE BROKER AGREEMENT

(attached)

MALLON AND ASSOCIATES, INC.

A REAL ESTATE AND DEVELOPMENT COMPANY

Exclusive Customer Brokerage Agreement

1. PARTIES: Village of Willowbrook ("Village") hereby grants **Mallon and Associates, Inc.** ("Broker") the exclusive right to work with and assist Village in locating and negotiating the acquisition and leasing of suitable real property as described below. The term "acquire" or "acquisition" includes any purchase, option, exchange, lease or other acquisition of an ownership or equity interest in real property.

2. TERM: The term of this Agreement will begin on November 1, 2025, and will terminate on October 31, 2028 ("Termination Date"), unless Broker and Village are actively engaged in locating acceptable Property, in which case this Agreement will extend on a month-to-month basis. If Village enters into an agreement to acquire property that was presented by Broker prior to the Termination Date, this Agreement will continue in effect until that transaction has closed or otherwise concluded.

3. PROPERTY: Village is interested in acquiring or developing real property for retail and restaurant opportunities as follows or as otherwise acceptable to Village ("Property"):

Village of Willowbrook Municipal Boundaries

4. BROKER'S OBLIGATIONS:

(a) Broker Assistance. Broker will use Broker's professional knowledge and skills; assist Village in determining Village's financial capability and financing options; discuss property requirements and assist Village in locating and viewing suitable properties; assist Village to contract for property; may engage real estate professionals from other firms to assist Broker in researching and/or acquiring property and will pay said other professionals from compensation below; cooperate with real estate licensees working with the seller or landlord, if any, to effect a transaction. Village understands that even if Broker is compensated by a seller or a real estate licensee who is working with a seller, such compensation does not compromise Broker's duties to Village.

(b) Other Village. Village understands that Broker may work with other prospective Villages.

(c) Indemnifying and holding Village harmless from and against all losses, damages, costs and expenses of any kind, including attorney's fees, and from liability Village incurs due to Broker's acts or omissions.

5. VILLAGE'S OBLIGATIONS: Village agrees to cooperate with Broker in accomplishing the objectives of this Agreement, including:

(a) Conducting all negotiations and efforts to locate suitable property only through Broker and referring to Broker all inquiries of any kind from real estate licensees, property owners or any other source. If Village contacts or is contacted by a seller or a real estate licensee who is working with a seller or views a property unaccompanied by Broker, Village, will, at first opportunity, advise the seller or real estate licensee that Village is working with and represented exclusively by Broker.

(b) Indemnifying and holding Broker harmless from and against all losses, damages, costs and expenses of any kind, including attorney's fees, and from liability Broker incurs acting on Village's behalf.

(c) Consulting an appropriate professional for legal, tax, environmental, engineering, foreign reporting requirements and other specialized advice.

6. COMPENSATION: Broker's compensation is earned when, during the term of this Agreement or any renewal or extension, Village or any person acting for or on behalf of Village contracts to acquire real property as specified in this Agreement. **Village will be responsible for paying Broker the amount specified below but will be credited with any amount which Broker receives from a seller or landlord or their agent.**

(a) Purchase or Exchange: Five (5%) percent of the total purchase price or other consideration for the acquired property, to be paid at closing.

INITIALS: VILLAGE: _____ BROKER: _____

MALLON AND ASSOCIATES, INC.

A REAL ESTATE AND DEVELOPMENT COMPANY

(b) Lease: Five (5%) percent of the gross lease value, to be paid when Village enters into a lease. If Village enters into a lease-purchase agreement, the amount of the leasing fee which Broker receives will be credited toward the amount due Broker for the purchase.

(c) In no instance shall the amount due Broker be less than Five Thousand Dollars (\$5,000.00).

7. PROTECTION PERIOD: 180 days after Termination Date.

8. EARLY TERMINATION: Village may terminate this Agreement at any time by written notice to Broker but will remain responsible for paying Broker's compensation if, from the Termination Date plus Protection Period, Village contracts to acquire any property which was presented to Village by Broker. Broker may terminate this Agreement at any time by written notice to Village, in which event Village will be released from all further obligations under this Agreement.

9. DISPUTE RESOLUTION: Any dispute between Village and Broker will be mediated. If a settlement is not reached in mediation, the matter will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association or other mutually agreeable arbitrator.

10. ASSIGNMENT; PERSONS BOUND: Broker may assign this Agreement to another broker. This Agreement will bind and inure to Broker's and Village's heirs, personal representatives, successors, related persons or entities, and assigns.

11. BROKERAGE RELATIONSHIP: Village authorizes Broker to operate as a Transaction Broker. A transaction broker provides a limited form of representation to a buyer, a seller, or both in a real estate transaction but does not represent either in a fiduciary capacity or as a single agent. The duties of the real estate licensee in this limited form of representation include the following: (a) Dealing honestly and fairly; (b) Accounting for all funds; (c) Using skill, care, and diligence in the transaction; (d) Disclosing all known facts that materially affect the value of real property and are not readily observable to the buyer;

(e) Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; (f) Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and

(g) Any additional duties that are mutually agreed to with a party.

Date:

Authorized Village Signatory:

Title: Mayor

Phone: (630) 323-8215

Address: 835 Midway Drive

Willowbrook, IL 60127

E-mail: shalloran@willowbrook.il.us

Date: _____

Broker: _____

Title: Managing Partner

Phone: (708) 897-1689

Notice Address:

Mallon and Associates, Inc.

105 Christina Circle

Wheaton, IL 60189

Attn: Michael Mallon

E-mail: mike.mallon@malloninc.com

INITIALS: VILLAGE: _____ BROKER: _____

Page 2



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: October 13, 2025

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE WILLOWBROOK ECONOMIC DEVELOPMENT PARTNERSHIP

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff requests approval of the First Amendment to the Agreement between the Village of Willowbrook and the Village of Willowbrook Economic Development Partnership (WEDP) to extend and modify the funding schedule and term of the existing partnership agreement through October 25, 2028.

BACKGROUND/SUMMARY

The Village of Willowbrook Economic Development Partnership (WEDP) was established in 2022 to serve as a collaborative, public-private initiative dedicated to advancing economic growth, business retention, and redevelopment within the community. Since its creation, the WEDP has become a valuable strategic partner.

Over the past three years, the WEDP has worked closely with Village staff and the business community to support major redevelopment projects and retail recruitment efforts that have significantly enhanced the local economy. These collaborative efforts have yielded measurable success, including:

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

FINANCIAL IMPACT

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

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



RECOMMENDED ACTION

Staff recommends approval of the First Amendment to the Agreement between the Village of Willowbrook and the Village of Willowbrook Economic Development Partnership, extending the term through October 25, 2028, and updating the funding schedule to continue supporting the Village's proactive economic development and business recruitment efforts.

RESOLUTION NO. 25-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST
AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF
WILLOWBROOK AND THE WILLOWBROOK ECONOMIC
DEVELOPMENT PARTNERSHIP**

WHEREAS, the Village, by Resolution No. 22-R-58, approved an Agreement with the Willowbrook Economic Development Partnership (the “WEDP”) in which the Village and the WEDP made certain mutual covenants to work cooperatively on economic development activities in the Village; and

WHEREAS, the Village and the WEDP desire to amend the Agreement by entering into that certain “First Amendment to the Agreement between the Village of Willowbrook and the Village of Willowbrook Economic Development Partnership”, attached hereto as Exhibit “A”, made a part hereof, and which is hereby approved.

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 the First Amendment to the Agreement with the WEDP for economic development activities is hereby approved and the Village Mayor is hereby directed to execute, on behalf of the Village, the First Amendment to the Agreement Between the Village of Willowbrook and the Village of Willowbrook Economic Development Partnership, attached hereto as Exhibit “A” and made a part hereof, and the Village Clerk is hereby directed to attest to the signature of the Mayor, together with such changes as the Village Attorney deems necessary.

SECTION 2: That the proper officials, agents, and employees of the Village are hereby authorized and directed to take such further action as they deem necessary or appropriate to

perform all obligations and commitments of the Village, in accordance with the provisions of the Agreement.

SECTION 3: All resolutions, or parts of a resolution in conflict with the provisions of this resolution, are hereby repealed.

SECTION 4: That this resolution shall be in full force and effect and after its passage, as provided by law.

PASSED and APPROVED this 13th day of October, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF
WILLOWBROOK AND VILLAGE OF WILLOWBROOK ECONOMIC
DEVELOPMENT PARTNERSHIP**

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF
WILLOWBROOK AND THE VILLAGE OF WILLOWBROOK ECONOMIC
DEVELOPMENT PARTNERSHIP**

THIS FIRST AMENDMENT is made this ____ day of October, 2025, between the Village of Willowbrook Economic Development Partnership (the “WEDP”) and the Village of Willowbrook, Illinois, to amend and modify the terms and conditions of the Economic Development Partnership Agreement (the “Agreement”) dated October 24, 2022. The purpose of this First Amendment to the Agreement is to amend and clarify certain terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that the Agreement is amended as follows:

I. Paragraph 9.0 entitled “Funding”, Section 9.2, shall be amended, in its entirety, to read as follow:

9.2 The Village anticipated funding schedule shall be as follows:

Term	Months	Dates	Funding Amount
Term 1	6	October 2022 – April 30, 2023	\$170,000
Term 2	12	May 1, 2023 – April 30, 2024	\$330,000
Term 3	12	May 1, 2024 – April 30, 2025	\$330,000
Term 4	6	May 1, 2025 – October 25, 2025	\$170,000
Term 5	12	October 26, 2025 – October 25, 2026	\$273,836
Term 6	12	October 26, 2026 – October 25, 2027	TBD by Village at subsequent date
Term 7	12	October 26, 2027 – October 25, 2028	TBD by Village at subsequent date

II. Paragraph 12.0 entitled “Term of this Agreement”, Section 12.1, shall be amended in its entirety to read as follows:

12.1. Unless earlier termination as herein provided, the term of this Agreement shall be for a six (6) year period commencing on October 25, 2022 and terminating on October 25, 2028. This Agreement may only be extended by mutual written agreement of the parties.

III. The remaining terms and conditions of the Agreement, not modified by this First Amendment, are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date first set forth above.

WILLOWBROOK ECONOMIC
DEVELOPMENT PARTNERSHIP:

VILLAGE:
VILLAGE OF WILLOWBROOK

By: _____
Its: Chairman and duly authorized
agent

By: _____
Sean Halloran, Village Administrator

ATTEST:

ATTEST:

Its: _____

Gretchen Boerwinkle, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 9.

DATE: October 13, 2025

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN SB FRIEDMAN DEVELOPMENT ADVISORS, LLC AND THE VILLAGE OF WILLOWBROOK

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Approve an agreement with SB Friedman Development Advisors, LLC to prepare and finalize the formal eligibility study that will support the 2025 amendment and expansion of the existing Illinois Route 83 and Plainfield Road Business District, at a total cost of \$24,923.

BACKGROUND/SUMMARY

Over the past two years, the Village has made strong progress in advancing economic development by aligning its redevelopment tools with the Comprehensive Plan and focusing on sales tax-generating uses that reflect resident preferences. In 2024, the Board expanded the Business District boundaries following public hearings and eligibility work, establishing a clear framework for continued investment and reinvestment along the Route 83 and Plainfield Road corridor.

Under this new agreement, SB Friedman Development Advisors will prepare the formal eligibility study required by state statute to support a potential Business District amendment and expansion. The study will document the legal and economic justifications for the proposed boundaries, ensuring compliance with Illinois Business District law and positioning the Village to maximize reinvestment opportunities.

Through this continued partnership, the Village will be able to:

- Further invest in the Route 83 and Plainfield Road commercial corridor.
- Attract new sales tax-generating businesses that align with residents' preferences and community character.

The 2025 amendment builds on the momentum created through prior initiatives, including the Binny's redevelopment and ongoing efforts at 735 Plainfield Road, where coordinated economic development partnerships are already generating visible community benefits.

The proposed agreement with SB Friedman authorizes the preparation and finalization of the eligibility study to confirm that the proposed amendment and expansion areas meet the legal criteria. The resolution authorizes execution of the agreement at a not-to-exceed cost of \$24,923, enabling the Village to maintain its momentum on targeted corridor improvements and strategic business recruitment.



FINANCIAL IMPACT

The total cost of the agreement is \$24,923. If approved, funds from the Business District will be used for this study.

RECOMMENDED ACTION

Adopt the resolution approving and authorizing execution of the agreement with SB Friedman Development Advisors, LLC for the 2025 Business District eligibility study in the amount of \$24,923.

RESOLUTION NO. 25-R-__

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT BY AND BETWEEN SB FRIEDMAN DEVELOPMENT ADVISORS,
LLC AND THE VILLAGE OF WILLOWBROOK**

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village to approve an Agreement with SB Friedman Development Advisors, LLC for the preparation and finalization of the formal eligibility study to support the 2025 amendment/expansion of the existing Illinois Route 83/Plainfield Road Business District for a total cost to the Village of Twenty-Four Thousand Nine Hundred Twenty-Three and 00/100ths Dollars (\$24,923.00).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Agreement between SB Friedman Development Advisors, LLC and the Village of Willowbrook, attached hereto as Exhibit “A”, for a total cost Twenty-Four Thousand Nine Hundred Twenty-Three and 00/100ths Dollars (\$24,923.00) is hereby approved.

BE IT FURTHER RESOLVED that the Village Mayor is hereby directed and authorized to execute said Agreement, and the Village Clerk is directed to attest to the Mayor’s signature, all on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BE IT FURTHER RESOLVED that this Resolution shall be effective and in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this 13th day of October, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

SB FRIEDMAN DEVELOPMENT ADVISORS, LLC AGREEMENT

September 26, 2025

Mr. Sean Halloran
Village Administrator
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Dear Mr. Halloran:

SB Friedman Development Advisors, LLC ("SB Friedman") is pleased to present this proposal to the Village of Willowbrook (the "Village") to provide Business District (BD) consulting services. It is our understanding that the Village is seeking a firm to support the amendment/expansion of the existing Illinois Rute 83/Plainfield Road Business District (the "Existing BD"). The Existing BD was adopted in 2016 and amended in 2024.

The Village has requested that we assess the eligibility of parcels adjoining and to the east of the Existing BD (the "2025 Expansion Area") to potentially be incorporated into the Existing BD. Our initial scope to support this effort includes: conducting eligibility analyses for the 2025 Expansion Area and if the area qualifies, drafting an eligibility report for some or all of the 2025 Expansion Area.

We assume that the Village attorney will prepare any text required to amend the current redevelopment plan and project for the Existing BD. We would also support the deliberation/approval process.

The proposed 2025 Expansion Area is shown on the following map:

Map 1. Existing BD and Proposed 2025 Expansion Area



Source: Esri, Village of Willowbrook, SB Friedman

Under this scope of services, SB Friedman will work with Village staff to determine the eligibility of the 2025 Expansion Area and take the steps necessary to approve an eligibility study for some or all of the 2025 Expansion Area. We have organized our proposed scope of services into two primary tasks:

1. **Conduct BD Eligibility Analyses.** We will begin the engagement by completing a BD Eligibility Study for the 2025 Expansion Area. We will document the eligibility criteria. As we confirm and document eligibility findings required by the BD Act, we will work with Village staff to identify and finalize the optimal amended BD boundary.
2. **Prepare Summary Slides.** To summarize our findings, we will prepare summary slides documenting the eligibility findings for the 2025 Expansion Area, as well as recommendations regarding the boundary that appears to best meet eligibility and the objectives of the Village.
3. **Prepare Eligibility Study.** Assuming that some or all of the 2025 Expansion Area qualifies for inclusion in the BD, we would draft a report documenting our findings
4. **Present our Findings at Public Hearing.** We would prepare slides summarizing the key findings from our Eligibility Study and present them at the statutorily-required Public Hearing.

A scope of service and budget for each of these tasks is provided below.

Scope of Services

TASK 1: CONDUCT BD ELIGIBILITY ANALYSIS

1. Conduct Project Kickoff Call

We will conduct a call with the Village to:

- Discuss the project scope and timeframe;
- Confirm the 2025 Expansion Area boundary and fieldwork approach;
- Review any existing documents and sales tax data (as allowed by law) compiled by the Village; and
- Identify additional key sources of data that we will need for our analysis.

2. Obtain and Review Background Data

We will pursue key data to determine whether some or all of the 2025 Expansion Area qualifies for inclusion in the Existing BD, based on the criteria outlined in the BD Law. In order to complete our eligibility study for the 2025 Expansion Area, we will:

- Obtain current GIS parcel shape files and/or existing base maps from the Village
- Prepare internal base maps;
- Confirm current municipal boundary to ensure that parcels to be included in BD are in Village;
- Obtain and review five-year history of building permit data for parcels within the Expansion Areas;
- Obtain information about existing tenants;

- Obtain any traffic studies and roadway capital improvement plans;
- Prepare PIN list;
- Obtain six-year history of equalized assessed values (EAV) for the Expansion Areas and Village from DuPage County; and
- Enter, proof and map eligibility criteria, as required.

3. Conduct Field Research

We will conduct field research in the 2025 Expansion Area and, generally, the surrounding context of the Existing BD, to document field-observable eligibility factors. Our budget estimate assumes one day of field work. We will also gather mailing addresses of all spaces in the 2025 Expansion Area as a part of the fieldwork.

4. Conduct Analyses for Required Findings and Tests

To test eligibility, we will analyze the growth in EAV over the past six years (five year-to-year periods) and compare EAV growth in the 2025 Expansion Area to growth in the Village EAV overall and the Consumer Price Index over those periods. We will conduct additional analyses of data from the Village and our field research to determine whether the 2025 Expansion Area meets other required findings and tests outlined in the BD Act, which include:

- Lack of growth and private investment;
- "But for" analysis;
- Conformance to the plans of the Village; and
- Contiguity of parcels and benefit from inclusion in the BD.

5. Analyze Eligibility and Potential Boundary

Based on our field research and other data, we will analyze eligibility of the 2025 Expansion Area and determine the optimal amended boundary. The eligibility findings and boundary will be documented in a series of maps.

6. Conduct Call with Village to Discuss Findings and Boundary

We will conduct a call with the Village to discuss our findings and recommendations and to finalize the proposed amended BD boundary.

TASK 2: PREPARE SLIDES

7. Prepare Draft Slides

We will prepare slides to document our eligibility findings and recommendations regarding the potential Expanded BD. The slides will provide information for the Village to consider when deciding whether to proceed with the proposed expansion of the BD.

8. Discuss with Village Staff and Get Direction

We will hold a conference call to discuss the draft slides with Village staff and, if directed, proceed with Tasks 3 and 4.

TASK 3: PREPARE ELIGIBILITY STUDY

9. Draft Eligibility Study

We will draft a report summarizing our findings and submit it for review by the Village and Village attorney.

10. Prepare Business Address List

We will prepare an excel spreadsheet listing all business addresses in the 2025 Expansion Area at the time of our fieldwork.

11. Finalize Eligibility Study

We will finalize our report based on feedback from the Village and Village attorney.

TASK 4: PRESENT AT PUBLIC HEARING

12. Prepare slides and present at a Public hearing at Village Hall

We will present slides summarizing key findings from the eligibility study at a public hearing.

Timeframe

We will work closely with the Village to meet any specific deadlines for the analyses, where possible. On the basis of the scope of the work outlined herein and our experience with similar projects, we estimate it will take approximately 60 to 75 days to complete Tasks 1, 2 and 3. The precise timing will depend in part on the length of time it takes for the Village, County and other potential data sources to provide key data for our analyses.

Fee Proposal

Professional fees for our services will be based on time required at the then-current billing rates of the assigned SB Friedman personnel. The scope of the engagement and our experience with similar services indicate that our professional fees and expenses will not exceed **\$14,225**, as shown below and detailed budget estimate table.

Task 1: Conduct Eligibility Analysis	\$10,339
Task 2: Prepare Slides and Discuss Findings	\$4,434
Task 3: Prepare Eligibility Study	\$5,684
Task 4: Present at Public Hearing	\$3,786
<u>Reimbursable Expenses</u>	<u>\$500</u>
TOTAL SB FRIEDMAN FEES AND EXPENSES	\$24,923

The above fee estimate is based upon the work steps described in the Scope of Services, and the time budgets shown in the detailed budget estimate.

NOTE: We assume that the Village and/or Village attorney will work directly with a surveyor to get a revised boundary legal description for the amended BD boundary.

The fee estimate has been prepared based on certain assumptions as to the time required and the amount of data available from the Village. The fee estimate is subject to upward revision if the engagement entails more time than estimated due to problems that are encountered which could not reasonably have been foreseen at the commencement of the engagement, or if the scope is changed. In this event, we will discuss the matter with you so that a mutually agreeable revision may be made. Fees and expenses for our services will not exceed the total budget estimate without further authorization from the Village.

Detailed Budget Estimate

TASK STEP		Senior Vice President	Project Manager	Associate
	TOTAL	\$375	\$255	\$211
TASK 1: CONDUCT ELIGIBILITY ANALYSES				
1	Conduct Project Kickoff Call	\$1,052	1	2
2	Obtain and Review Background Data	\$1,099	0	4
3	Conduct Field Research	\$3,631	0	16
4	Conduct Analyses for Required Findings and Tests	\$1,964	0.5	6
5	Analyze Eligibility and Boundary for Study Area	\$1,542	0.5	4
6	Conduct Call with Village to Discuss Findings and Boundary	\$1,052	1	2
Task 1: Subtotal Professional Fees		\$10,339	3	8
TASK 2: PREPARE SLIDES				
7	Prepare Draft Slides	\$3,593	1	6
8	Discuss with Village Staff and Get Direction	\$841	1	1
Task 2: Subtotal Professional Fees		\$4,434	2	7
TASK 3: PREPARE ELIGIBILITY STUDY				
9	Prepare Draft Eligibility Study	\$3,083	1	4
10	Prepare Business Address List for Submittal to IDOR	\$1,474	1	4
11	Finalize Eligibility Study	\$1,307	1	2
Task 3: Subtotal Professional Fees		\$5,864	3	7
TASK 4: PRESENT AT PUBLIC HEARING				
12	Prepare Slides and Present	\$3,786	4	4
Task 4: Subtotal Professional Fees		\$3,786	4	4
Total Hours		101	12	26
Total Professional Fees		\$24,423	\$4,500	\$6,630
Plus Reimbursable Travel and Expenses		\$500		
Boundary Legal Description		Not included		
Mailing and Noticing Costs		Not included		
TOTAL ESTIMATED BUDGET		\$24,923		

Actual billings will be based on time expended at the Hourly Rates, currently as follows:

Senior Vice President/Partner	\$375
Vice President	\$300
Senior Project Manager	\$276
Project Manager	\$255
Senior Associate	\$230
Associate	\$211
Research Associate	\$195

These rates will be in effect until December 31, 2025 except in the case of promotions of individuals. After this date, rates are subject to adjustment.

Travel, publications, maps, telephone toll charges, photocopies, report reproduction, color reproduction, faxes, messenger and express services, data purchased specifically for this project, use of company-owned or -licensed data bases, and other out-of-pocket expenses will be billed as incurred without mark up. Travel time in excess of normal commuting time at the beginning or end of the day will be billed. Travel time during business hours will be billed in full.

Additional meeting time and additional services, beyond what has been included in the budget, will be billed at then-current billing rates.

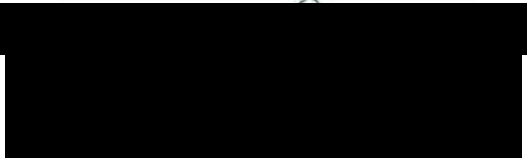
Invoices will be rendered monthly as our work progresses for services and costs incurred. Invoices are payable within 30 days.

If at any point the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred to that date.

Acceptance Procedures

We appreciate the opportunity to continue to assist the Village. To indicate your acceptance of this proposal, please sign and return it to us as authorization for us to proceed.

Sincerely,



Geoffrey Dickinson, AICP
Senior Vice President/Partner

Accepted:

Signature

Date

Name

Title



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 10.

DATE: 10/13/2025

SUBJECT:

A RESOLUTION APPROVING A PLAT OF VACATION FOR THE REDUCTION OF A STORM WATER DETENTION EASEMENT AT 6141 BENTLEY AVENUE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Michael Krol, Director of Community Development

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED:

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

The property owner has expressed interest in vacating a portion of the easement to accommodate the proposed patio and pergola and to reduce the easement area so that the existing house would no longer encroach within it.

The proposed plat and revised site plan have been reviewed and approved by Christopher B. Burke Engineering, Ltd. (CBBEL).

BACKGROUND/SUMMARY:

The subject property is part of a four-lot subdivision created in 1993 by Resolution 93-R-17 (Drahos Resubdivision), which established the 6,303 square feet of detention easement. The Willowbrook Subdivision Control Ordinance at the time required wider roads, sidewalks, and standard setbacks. However, the Drahos Resubdivision was granted variances to reduce or waive those requirements. In exchange, a large central easement was imposed to secure space for stormwater detention, utilities, and public access. This arrangement allowed the Village to preserve infrastructure needs while granting the landowner flexibility in developing the lots.

A public hearing is not required for this matter; however, any proposed plat does require Village Board approval. If approved, the Plat of Vacation will be recorded with DuPage County and the permit will be issued.

FINANCIAL IMPACT:

There is no financial impact on this item.

RECOMMENDED ACTION:

Approval of the resolution based on staff and CBBEL recommendations.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 26, 2025

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Mike Krol

Subject: 6141 Bentley – Plat of Vacation
(CBBEL Project No. 900144.H255)

Dear Mike:

As requested by email on September 19, 2025, we have reviewed the Plat of Vacation of Detention Easement for the above property prepared by Polena Engineering, LLC and dated July 7, 2025. We have reviewed the original subdivision as-built survey, and topography from the Du Page County GIS, and the area proposed to be vacated is above the high water level of the detention basin, therefore we have no objection to the vacation being approved.

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

Sincerely,



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

RESOLUTION NO. 25-R-_____

**A RESOLUTION APPROVING A PLAT OF VACATION FOR THE REDUCTION OF A
STORM WATER DETENTION EASEMENT AT 6141 BENTLEY AVENUE,
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the petitioner and owner of the Subject Property submitted a building permit application for the construction of a patio and pergola addition behind the existing residence located at 6141 Bentley Avenue (the “Subject Property”); and

WHEREAS, the petitioner and owner of the Subject Property has requested a review and approval of a Plat of Vacation to reduce the storm water detention easement by approximately 604 square feet for the purpose of accommodating the proposed patio and pergola addition and to reduce the easement area so that the existing house would no longer encroach within it; and

WHEREAS, the proposed Plat and revised Site Plan were reviewed and approved by Christopher B. Burke Engineering, Ltd.; and

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”), deem it is in the best interest of the Village to approve a final Plat of Vacation for the property located at 6141 Bentley Avenue, Willowbrook, Illinois, PIN No. 09-15-407-013, and legally described on that certain Plat of Vacation prepared by Polena Engineering, LLC, dated July 7, 2025, attached hereto and made a part hereof.

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

SECTION 1: That the certain Plat of Vacation, as prepared by Polena Engineering, LLC, consisting of one (1) sheet, dated July 7, 2025, attached hereto and incorporated herein as Exhibit “A”, be and the same is hereby approved.

SECTION 2: That the Mayor and Village Engineer are directed to execute said Plat on

behalf of the Village of Willowbrook, and the Village Clerk is directed to attest to the signature of the Mayor.

SECTION 3: That upon execution of the Plat of Vacation by all required parties or entities, the Village Clerk is hereby directed to cause said Plat to be recorded at the Office of the DuPage County Recorder.

SECTION 4: That all resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption and approval, as provided by law.

PASSED and APPROVED this 13th day of October, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

PLAT OF VACATION

**Prepared by:
Polena Engineering, LLC**

PLAT OF VACATION OF DETENTION EASEMENT

IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 6141 BENTLEY AVENUE, WILLOWBROOK
P.I.N.: 09-15-407-013

BASIS FOR BEARINGS:
THE BASIS FOR BEARINGS SHOWN
HEREON IS THE PLAT OF SUBDIVISION
OF "DRAHOS RESUBDIVISION"
RECORDED APRIL 14, 1993 AS
DOCUMENT R93-070985, IN DUPAGE
COUNTY, ILLINOIS.



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND
DESCRIBED IN THE ANNEXED PLAT, AND THAT HAS CAUSED THE SAME TO BE SURVEYED
AND PLATTED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET
FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE
AND TITLE THEREON INDICATED.

DATED THIS DATE OF _____, 20____

OWNER _____ OWNER _____

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

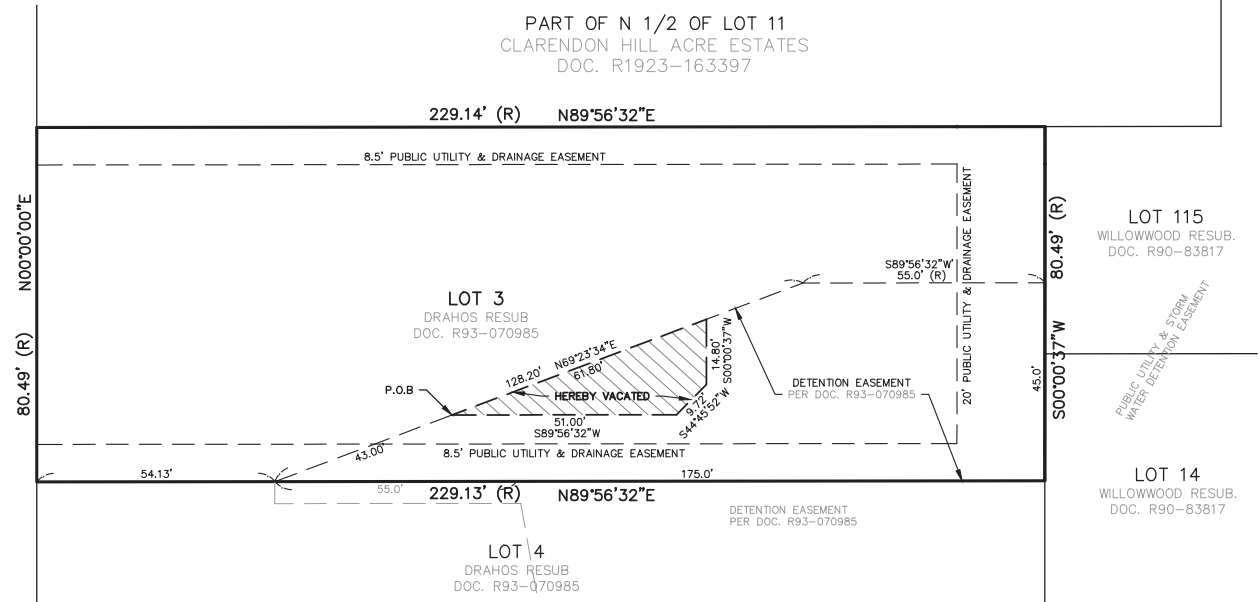
I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE
AFORESAID, DO HEREBY CERTIFY THAT
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE
SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE
ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT
AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET
FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

BENTLEY AVENUE
(66' R.O.W.)



VACATED EASEMENT DESCRIPTION

THAT PART OF DETENTION EASEMENT IN LOT 3 DRAHOS RESUBDIVISION, IN THE
SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 14,
1993 AS DOCUMENT R93-070985 DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 89
DEGREES 56 MINUTES 32 SECOND EAST ALONG THE SOUTH LINE OF LOT 3, 54.13
FEET, TO THE INTERSECTION OF NORTHERLY LINE OF SAID DETENTION EASEMENT;
THENCE NORTH 69 DEGREES 23 MINUTES 34 SECONDS EAST, ALONG THE NORTHERLY
LINE OF SAID EASEMENT, 43.00 FEET FOR THE POINT OF BEGINNING; THENCE
CONTINUING NORTH 69 DEGREES 23 MINUTES 34 SECONDS EAST, ALONG SAID
NORTHERLY LINE, 61.80 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 37 SECONDS
WEST 14.80 FEET; THENCE SOUTH 44 DEGREES 45 MINUTES 52 SECONDS WEST, 9.72
FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 32 SECONDS WEST 51.00 FEET; TO
THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS. CONTAINING 603.8 SQ FT.

PROPERTY DESCRIPTION

LOT 3 IN DRAHOS RESUBDIVISION, IN THE SOUTHEAST QUARTER OF SECTION 15,
TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED APRIL 14, 1993 AS DOCUMENT
R93-070985, IN DUPAGE COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT I, BRUCE M. SMOLINSKI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE
PLAYED FOR THE PURPOSE OF VACATING AN EASEMENT, THE PROPERTY SHOWN AND DESCRIBED ON
THE ANNEXED PLAT, WHICH TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS A CORRECT
REPRESENTATION THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 7TH DAY OF JULY, A.D., 2025.

ILLINOIS LAND SURVEYOR No. 3251
LICENSE EXPIRES: NOV. 30, 2026



VILLAGE BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

APPROVED AND ACCEPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, AT A MEETING HELD

THIS _____ DAY OF _____, A.D., 20____

BY: _____ ATTEST: _____
PRESIDENT VILLAGE CLERK

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

APPROVED BY THE VILLAGE ENGINEER OF WILLOWBROOK ON

THIS _____ DAY OF _____, A.D., 20____

VILLAGE ENGINEER _____

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE
RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, AFORESAID

ON THE _____ DAY OF _____, A.D. 20____, AT _____ O'CLOCK ____M.

BY _____
RECORDER OF DEEDS

ORDERED BY: ROSANNA SENNSTROM. FILE NO. 241269



POLENA ENGINEERING LLC

WHEATON: 630-653-6331
LAKE IN THE HILLS: 815-363-9200
INFO@POLENA.COM
WWW.POLENA.COM

ILLINOIS PROFESSIONAL DESIGN FIRM No. 184-007260

POLENA COMPANIES INCLUDE LAND TECHNOLOGY, LAMBERT & ASSOCIATES, ALAN J COULSON,
HERITAGE LAND CONSULTANTS, PAF SEPTIC DESIGN, AND MONSKI SURVEYING

THIS PLAT HAS BEEN SUBMITTED FOR
RECORDING BY AND RETURN TO:
VILLAGE OF WILLOWBROOK
835 MIDWAY DRIVE
WILLOWBROOK, IL 60527-5549



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 11.

DATE: October 13, 2025

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO AN AGREEMENT WITH N.J. RYAN TREE & LANDSCAPE, LLC TO PROVIDE SNOW REMOVAL AND SALTING SERVICES (ICE CONTROL) FOR THE 2025/2026 WINTER SEASON IN THE VILLAGE OF WILLOWBROOK

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Rick Valent, Public Works Director

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff requests Board approval to extend the snow removal and salting services contract with N.J. Ryan through the FY25/26 season.

BACKGROUND/SUMMARY

The Village entered into a three-year contract with N.J. Ryan on October 24, 2022, which expired in April 2025. N.J. Ryan has served as the Village's snow removal contractor for the past eight (8) seasons and has received multiple compliments from the community regarding their work. Staff have been very pleased with the quality of service provided throughout the term of the agreement. N.J. Ryan has consistently met performance expectations, responded promptly to call-ins, and demonstrated that they have the staffing and equipment necessary to meet the Village's needs.

Recent staffing changes within the Public Works Department have prompted an evaluation of these services, identifying a need for additional contractual assistance. To allow more time to properly assess the impact of this change, staff is requesting an extension of the expiring contract. Continuing N.J. Ryan's services will allow the Village to maintain service quality while completing this evaluation.

N.J. Ryan is not requesting a rate increase and has agreed to honor FY24/25 contract pricing for FY25/26.

	2022/2023 Rate	2023/2024 Rate	2024/2025 Rate	2025/2026 Rate
Hourly Pick-Up Truck	\$95.00	\$105.00	\$115.00	\$115.00
Hourly Dump Truck	\$95.00	\$105.00	\$115.00	\$115.00
Hourly Skid Steer	\$95.00	\$105.00	\$115.00	\$115.00
Hourly Laborer	\$75.00	\$75.00	\$85.00	\$85.00

FINANCIAL IMPACT

Funding is budgeted in FY25/26 for these services.

RECOMMENDED ACTION:

Staff is seeking Board approval to extend the snow removal and salting services contract with N.J. Ryan through FY25/26.

RESOLUTION NO. 25-R-_____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO AN AGREEMENT WITH N.J. RYAN TREE & LANDSCAPE, LLC TO PROVIDE SNOW REMOVAL AND SALTING SERVICES (ICE CONTROL) FOR THE 2025/2026 WINTER SEASON IN THE VILLAGE OF WILLOWBROOK

WHEREAS, the Village, by Resolution No. 20-R-62, approved an agreement with N.J. Ryan Tree & Landscape, LLC to provide snow removal and salting service to the Village of Willowbrook; and

WHEREAS, the Village and N.J. Ryan Tree & Landscape, LLC desire to amend the Agreement by entering into that certain First Amendment to the Agreement for Snow Removal and Village Campus Salting Services between N.J. Ryan & Landscape, LLC and the Village of Willowbrook.

NOW, THEREFORE, BE IT RESOLVED that the First Amendment to the Agreement with N.J. Ryan Tree and Landscape, LLC for the provision of snow removal and salting services is hereby approved, and the Village Mayor is hereby directed to execute, on behalf of the Village, the First Amendment to the Agreement for Snow Removal and Village Campus Salting Services between N.J. Ryan Tree & Landscape, LLC and the Village of Willowbrook.

PASSED and APPROVED this 13th day of October, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**FIRST AMENDMENT TO THE AGREEMENT FOR SNOW REMOVAL AND VILLAGE
CAMPUS SALTING SERVICES WITH N.J. RYAN TREE & LANDSCAPE, LLC**

**FIRST AMENDMENT TO THE AGREEMENT FOR SNOW REMOVAL AND
VILLAGE CAMPUS SALTING SERVICES BETWEEN N.J. RYAN TREE &
LANDSCAPE, LLC AND THE VILLAGE OF WILLOWBROOK**

THIS FIRST AMENDMENT is made this _____ day of October, 2025, between N.J. Ryan Tree & Landscape, LLC (the “Contractor”) and Village of Willowbrook, Illinois, to amend and modify the terms and conditions of the Agreement for Snow Removal and Village Campus Salting Services (the “Agreement”) dated November 14, 2022. The purpose of this First Amendment to the Agreement is to amend and clarify certain terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that the Agreement is amended as follows:

- I.** Paragraph 2 entitled “DURATION OF THE AGREEMENT”, is hereby amended, in its entirety, as follows:

DURATION OF AGREEMENT

CONTRACTOR agrees to furnish and provide all labor and equipment designated necessary to provide snow removal and ice control measures for municipal roads and streets in the VILLAGE, commencing November 15, 2025 and ending April 30, 2026.

- II.** Paragraph 3 entitled “WINTER ROAD CONTRACTOR CHARGE”, is hereby amended in its entirety, as follows:

WINTER ROAD CONTRACTOR CHARGE

The VILLAGE shall pay CONTRACTOR an hourly rate as set forth in the table below, for all work performed and equipment used. The per-hour rate includes the cost of equipment provided by CONTRACTOR and the cost of the equipment used by operator or driver. Labor charges for hand-salting at the VILLAGE campus and hand-shoveling of snow will be billed separately at the “Laborer” rate.

Snow removal, whether by plowing or hand-shoveling, shall be billed separately. Hand-salting operations at the VILLAGE campus, which are done concurrently with snow plowing, must be separately indicated as such on invoices. Salt shall be provided by VILLAGE.

	2022-2023 Rate	2023-2024 Rate	2024-2025 Rate	2025-2026 Rate
Hourly Pick-Up Truck	\$95.00	\$105.00	\$115.00	\$115.00
Hourly Dump Truck	\$95.00	\$105.00	\$115.00	\$115.00
Hourly Skid Steer	\$95.00	\$105.00	\$115.00	\$115.00
Hourly Laborer	\$75.00	\$75.00	\$85.00	\$85.00

III. The remaining terms and conditions of the Agreement, not modified by this First Amendment, are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date first set forth above.

CONTRACTOR:
N.J. RYAN TREE & AND
LANDSCAPE, LLC

VILLAGE:
VILLAGE OF WILLOWBROOK

By: _____

By: _____

Its: _____

Frank A. Trilla, Mayor

ATTEST:

ATTEST:

Its: _____

Gretchen Boerwinkle, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 12.

DATE: October 13, 2025

SUBJECT:

AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND WATERLY, LLC FOR THE PURCHASE OF THE WATERLY CORE SOFTWARE

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 to waive the competitive bidding process and award an agreement in the amount of \$5,448.00 to Waterly, LLC for the purchase of the Waterly Core Software.

BACKGROUND/SUMMARY

Waterly Core Software, commonly referred to as Waterly Rounds, is a digital platform that replaces the traditional paper log sheets long used by water operators. It is specifically designed for utilities to streamline daily inspections, readings, and operational rounds, improving efficiency, accuracy, and reliability. Operators can enter readings in real time using a phone, tablet, or computer directly at the source, eliminating the need for clipboards, manual data re-entry, or the risk of lost information.

Paper forms and spreadsheets often slow operations and increase the chance of data errors. Operators spend valuable time recording numbers by hand, re-entering them later, or compiling them into reports. Spreadsheets still require manual data handling, are prone to copy-paste errors, and lack real-time visibility or automated alerts.

Waterly Rounds is designed specifically for water systems, allowing staff to enter readings by site and asset and upload them securely to Waterly's cloud-based database. Each data entry, such as chlorine levels, pump hours, or tank readings, is time-stamped and linked to the employee who entered it. The system includes configurable alerts to identify out-of-range readings so that potential issues can be addressed promptly.

Unlike generic digital forms or spreadsheets, Waterly Rounds is a comprehensive compliance and operations management tool. Each entry becomes part of a secure, auditable database that supports real-time visibility, trend tracking, and report generation. The software not only improves data management but also enhances operational accountability and supports the Village's commitment to protecting public health through proactive oversight.

While the expenditure for the Waterly Software is within the Village Administrator's purchasing authority, the inclusion of a mutual indemnification clause in the agreement requires formal Village Board approval. In addition, staff wishes to present this initiative to the Board due to the significant positive impact it will have on departmental efficiency, operational accuracy, and long-term productivity within the Public Works department.



FINANCIAL IMPACT

Funding in the amount of \$5,448.00 is available in the FY25/26 budget.

RECOMMENDED ACTION:

Staff is seeking approval to waive the competitive bidding process and award an agreement in the amount of \$5,448.00 to Waterly, LLC for the purchase of Waterly Core Software.

ORDINANCE NO. 25-O-_____

**AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND
AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK
AND WATERLY, LLC FOR THE PURCHASE OF THE WATERLY CORE
SOFTWARE**

WHEREAS, the Village of Willowbrook (the “Village”) solicited proposals from Waterly, LLC for the purchase of the Waterly Core Software, a water data entry software system, at a cost of Five Thousand Four Hundred Forty-Eight Dollars (\$5,448.00); and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that the competitive bidding process be waived for the purchase of the Waterly Core Software for the Village from Waterly, LLC.

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

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

SECTION 2: The competitive bidding process for the purchase of the Waterly Core Software be and is hereby waived.

SECTION 3: The purchase of the Waterly Core Software, as set forth in the Proposal and Agreement attached hereto as Exhibit “A” and made a part hereof, at a cost not to exceed Five Thousand Four Hundred Forty-Eight Dollars (\$5,448.00) is hereby approved.

SECTION 4: The Village Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, an Agreement/Purchase Order with Waterly, LLC for the Waterly Core Software at a total cost not to exceed Five Thousand Four Hundred Forty-Eight Dollars (\$5,448.00).

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

PASSED and APPROVED this 13th day of October, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

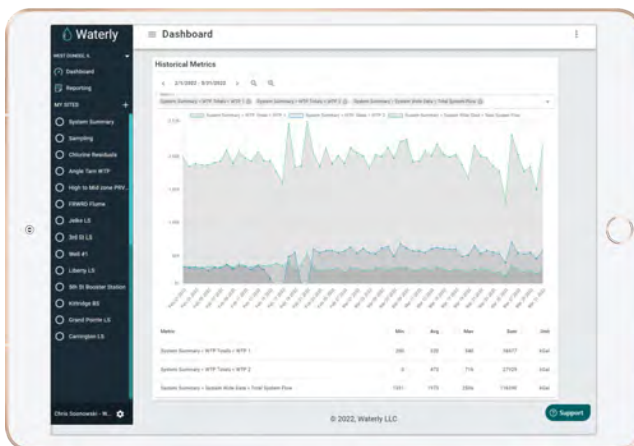
ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”
AGREEMENT



A smarter way to manage water data and assets.



Waterly Core

Digital Clipboards & Simplified Reporting

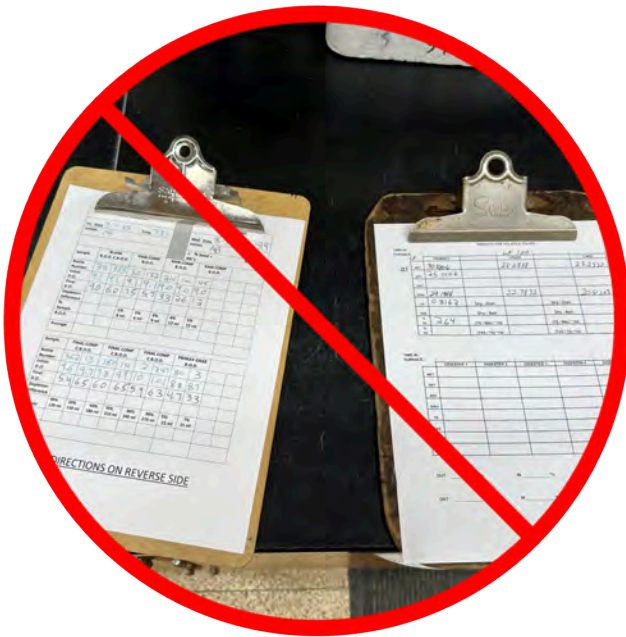
Services Agreement prepared for: Willowbrook, IL
Delivered on: July 09, 2025
Submitted by: Adam Dumler

SCOPE OF WORK

Waterly's solutions are the only *truly* affordable cloud-based software solutions built specifically for the unique needs of water and wastewater needs. We simply cut out the fluff and focus on the high value features. Just simple and reliable software designed to **stay out of the way and just make your life easier**. We're on a mission to assist Operators, Supervisors, Owners, Facilities, and Engineers as you shift into the crazy world of managing your data digitally. We are a relational database that "speaks lab, SCADA, IIoT, and...most importantly...operator," in that **we recognize the irreplaceable value of a human being and seek to make them superheroes of productivity** while also leveraging the value of SCADA, IoT, and other smart instruments. Waterly provides a smarter way to manage water data. We do this by providing you the following scope and benefits:

See the following pages for the products & services you will be receiving.

See below for what you are leaving behind and what you are embracing. :-)



Waterly Core

- **Simplified Regulatory reporting:** Create monthly operating and discharge monitoring reports with ONE CLICK. We compile the report automatically. Make yourself and your regulators happy.
- **Single source of truth:** Utilize an always visible, single source for your data. No more pouring through dozens and dozens (hundreds?) of spreadsheets to compile and then analyze data. Make informed decisions with a live dataset that you own.
- **Manage water-related water business goals:** Easily compare total water produced to total water billed. See what your max and minimums are for your fiscal year in <10 seconds. Save massive amounts of time during inspections.
- **Defensible & Cybersecure Data:** Waterly's Audit Log and optional single sign-on helps organizations and regulators see who did what, when, and where, helping operators to shine as good stewards of information. Data is encrypted in transit, encrypted at rest, and is nearly continuously backed up in a Microsoft Azure data center with a US-based location diverse warm spare. You'll sleep better with all that smarts.
- **Data accuracy:** Eliminate paper and clipboards forever, as well as double data entry. Identify potential issues in the field instead of waiting to enter data later with normal operating ranges and email-based notification of issues.
- **Simple Dashboard and trending:** Summary flow, chemical, and permitted parameter trends make it easy to see details on flow rate and total flow over various time periods.
- **Feed data from your PLCs or SCADA automatically:** Waterly supports most PLC and Internet-based metering and chemical systems. No more copying and pasting from SCADA into your reports.
- **Comply** with laboratory-required Lower Limits of Detection (LLOD) in data capture or reports.
- **Administrative and Organizational tools** are available to group facilities and assign group permissions for your staff.
- **Single Sign-On (SSO):** If you select, we will provide a secure and streamlined login solution, simplifying user administration and user experience. Organizations can choose to enable multi-factor authentication (MFA/2FA) for added security. Our SSO offering currently requires that all users source from the same identity provider. For more details, see [this SSO FAQ document](#).

Let's make the clipboard a relic together





FUTURE PROOF WITH WATERCLICK

Expand your utility's water data capabilities integrations with *WaterClick*® vetted partners. Waterly takes care of your assets, rounds, reports and regulatory issues. WaterClick partners can help with power, tank levels, lab data, analysis, cyber security, GIS and mapping, and SCADA connectivity. All our partners are vetted to be compatible, provide direct customer support to Waterly customers, and are easy to implement and affordable. We are continually working on vetting new potential partners so you will be able to do as much with your data as you might want. See the power of your AMI, SCADA, weather, or other data in Waterly (click the image to see how WaterClick data works in Waterly).



Click the above image or scan the QR Code to the Right for demo of WaterClick Partner data in Waterly

TERMS AND CONDITIONS

The following documents are incorporated by reference to this Services Agreement and can be viewed by clicking the text below:

[1.0 Standard Terms and Conditions](#) (directs to our website)

[2.0 Description of Services](#) (directs to our website)

[3.0 Support Policy](#) (directs to our website)

PRICING

Waterly and our products are delivered as a service. You pay annually and we take care of the details so you can focus on treating water. There's nothing to install on your computer and no IT expertise required; all you need is an Internet connection. Waterly's products are typically priced according to system size. See the table below for details on how we are pricing your usage. Note items that are **OPTIONAL** require that you click the box next to them and indicate quantity. You can expect to receive your first invoice within a month of signing your contract.


PRICING GOOD THROUGH 10/31/25

Description	Price	Qty	Subtotal
Waterly Core - Up to 0.8 MGD of total Daily Average Flow Includes 20% discount for purchased water	\$3,060/year	1	\$3,060/year \$2,448/year Discount (%) -20
WaterClick - SCADA Connect Connect up to 3 compatible PLCs or SCADA servers. Push to Waterly.	\$1,500/year	1	\$1,500/year
SCADA Professional Services Includes SCADA integration services (not to exceed 10 hours)	\$150	10	\$1,500
Total Per Year			\$3,948
Total First Year (Annual + One-Time Fees)			\$5,448
Total Savings			\$612

The Waterly Way

Waterly is affordable **because our customers participate in the building of systems** and because we have a very efficient "Way" for onboarding we have developed over the years to enable us to keep our costs low and the value high. These items are essential to your journey to be cost-effective. We look for you to agree to the following:

1. Pay upfront for the software. We build your system behind the scenes after you complete your submittals.
2. Provide **accurate** and **sufficient** submittals: We ask for specific data, including your handwritten, filled out rounds sheets, spreadsheets with data in them, completed regulatory reports, and process flow diagrams with labels on them because they are immensely helpful in building your systems out. We have onboarded over 2,000 sites and know what it takes to get you into "digital" shape. Waterly commits to completing the substantial build of your site(s) within 30 days of receiving your accurate and complete documentation; we need your help to ensure that it is **accurate** and **sufficient** for the regulatory and operational features of our software.
3. You will test, use, and let us know what needs to be revised within 60 days of receiving access to the apps (we'll send you an email when it's ready so you know when this timer starts). We call this the "**hypercare**" period where you have full access to our onboarding, support, and technical team. During the hypercare period, you may be required to coordinate (and sometimes motivate) your Information Technology (IT) and/or Systems Integrators that are involved to review, test, and provide necessary changes or feedback. They may need to come onsite and help you to help us and those fees are not included in our onboarding fee.
4. CUSTOMERS AND THEIR (IT AND/OR INTEGRATOR) CONTRACTORS THAT HAVE NOT PROVIDED THE NECESSARY INPUT, ASSISTANCE, OR FEEDBACK WITHIN 60 DAYS OF RECEIVING ACCESS AGREE TO A \$160/HR RATE FOR ADDITIONAL ONBOARDING ADJUSTMENTS (I.E. MAJOR EQUIPMENT OR PROCESS ADDITIONS, NEW FACILITIES, CHANGES TO YOUR TIME SETUP, OR OTHER SYSTEM STRUCTURAL CHANGES, AS DETERMINED BY WATERLY STAFF) AFTER HYPER-CARE ENDS. Normal support tickets and minor assistance is exempt from the additional billing, as it is included in your annual fee. Let us know if you have any questions about what we consider normal support.
5. Complete the online Supervisor and Operator training courses (<1 hour of YouTube videos) before we train you.



Chris Sosnowski, CEO
Waterly, LLC



SIGNATURE
Rick Valent

Rick Valent
Willowbrook, IL

Date:



WATERLY, LLC (formerly AEOT dba OpWorks)
STANDARD TERMS AND CONDITIONS – Rev. March 2025

I. Definitions.

- A. **"Affiliates"** means any entity that controls, is controlled by, or is under common control with a Party. "Control" and its derivatives means the legal, beneficial, or equitable ownership, directly or indirectly, of more than 50% of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.
- B. **"Authorized User"** means an individual person (but specifically excludes any entity or organization) who is or becomes an employee, contractor, agent, or representative acting on behalf of Subscriber who is issued Login Credentials.
- C. **"Implementation Services"** means the services performed pursuant to the final approved Services Agreement.
- D. **"Login Credentials"** means the unique login and password assigned to each Authorized User by the User Administrator which permits access to the Services.
- E. **"Parties"** means both Provider and Subscriber and **"Party"** means one of the Parties, as applicable.
- F. **"Personal Information"** means, collectively, (i) any information (including, but not limited to, financial information and credit worthiness) relating to an identified individual of Subscriber, its employees, contractors, customers or the employees, contractors or customers of Subscriber's customers or potential customers with whom Subscriber's customers have been in active negotiations, (ii) any "nonpublic personal information" as such term is defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder which exist presently or as promulgated or amended hereafter, (iii) any information which falls under the Payment Card Industry Security Standards Council or other applicable standards or rules relating to electronic transaction processing and personal information ("PCI" Rules) which exist presently or as promulgated or amended hereafter or (iv) as otherwise defined by applicable law.
- G. **"Proposal"** means the document that details the Services and Software that make up the Statement of Work for the Subscriber.
- H. **"Service"** means the hosted and managed online-based Software and platform provided by Provider (or its third-party service providers) as described in the [Description of Services](#) and referred to as the Waterly platform ("Platform").
- I. **"Software"** means any online-based software, platform, websites, and mobile applications hosted and maintained by Provider as part of the Services which can be accessed by Subscriber.
- J. **"Statement of Work"** means a document executed by the parties that describes certain Services, Properties, pricing and fees purchased by Subscriber under this Agreement. Each Statement of Work shall incorporate this Agreement by reference.
- K. **"Subscriber"** means the company identified on the cover page of this Agreement, including its Affiliates.
- L. **"Subscriber Data"** means any and all information provided, input or uploaded to Provider servers by an Authorized User, including but not limited to information, data, materials, works, expressions or other content, including any that are (a) uploaded, submitted, posted, transferred, transmitted or otherwise provided or made available by or on behalf of Subscriber or any Authorized User for Processing by or through the Services, or (b) collected, downloaded or otherwise received by Provider or the Services for Subscriber or any Authorized User pursuant to this Agreement or any Service Order or at the written request or instruction of Subscriber or such Authorized User. All output, copies, reproductions, improvements, modifications, adaptations, translations and other derivative works of, based on, derived from or otherwise using any Subscriber Data are themselves also Subscriber Data. For the avoidance of doubt, Subscriber Data includes all User Data and Personal Information but does not include any Provider Materials.
- M. **"Support Services"** is defined in Section IID.
- N. **"Updates"** means updates, modifications, bug fixes, patches, new reports, new functionality or features to the base version of the Software.
- O. **"User Administrator"** means the employee(s) of Subscriber designated by Subscriber who will administer the access and use of the Software and the Services by Authorized Users.
- P. **"Water System"** means any water-related (water, wastewater, gray water, stormwater) system.

II. Access and Services.

- A. Grant of Access Right to Subscriber. Subject to Subscriber complying with the terms of this Agreement, Provider grants to Subscriber during the Term a non-exclusive, non-transferable right (except as set forth in Section IID) for Authorized Users of Subscriber to access and use the following Services for Subscriber's internal use:
 - 1. the hosting, management and operation of the Software as described in the Description for remote electronic access and use via the Platform by the Subscriber and its Authorized Users;
 - 2. the Support Services; and,
 - 3. such other services as may be specified in this Agreement.
- B. Scope of Access. Subscriber shall have access to the Services in connection only with the Water System(s) listed in the Services Agreement. If Subscriber wishes to have Authorized Users at additional Water Systems authorized to access the Services, and if Provider agrees, either the Services Agreement will be amended to reflect the new Systems, or a new Statement of Work will be executed.
- C. Access to Service and Platform. Provider shall use commercially reasonable efforts to provide continuous access to the Service in accordance with the [Support Policy](#). Provider does not guarantee that the Service will be always accessible. The Service may be unavailable during scheduled maintenance periods or during an emergency. Provider will use reasonable efforts to notify Subscriber if the Service will be unavailable for scheduled maintenance. In addition to scheduled maintenance, there may be events that will make the Service inaccessible for a limited amount of time due to unforeseen circumstances, such as, but not limited to, software, hardware, network, power and/or Internet problems or outages.
- D. Support Services. Provider shall provide the following support services (collectively, **"Support Services"**) as part of the Services:
 - 1. Maintain the Software and Platform;
 - 2. Issue Authorized User credentials in the form of user name and password;
 - 3. Revoke credentials of an Authorized User within 7 days of Subscriber providing Provider with a written request to revoke, or immediately if the Authorized User uses the Services or the Software applications and systems used to provide the Service for a purpose other than intended by this Agreement;
 - 4. Use commercially reasonable efforts to make the Software and Platform available 24 hours a day, seven days a week, except for planned maintenance, unscheduled maintenance, and emergencies (as described in the Support Policy); and
 - 5. Provide Subscriber with standard customer support services according to the Support Policy in effect at the time that the Services are provided. Provider may amend the Support Policy in its sole and absolute discretion from time to time.
- E. Updates and Additional Services. Provider may, in its sole discretion, provide Updates to the Software from time to time and such Updates shall be made available to Subscriber via the Platform at no additional charge. Subscriber may request additional services or functionality from Provider from time to time, which, if agreed to by Provider (in its discretion) and implemented, upon mutual written consent shall then be governed by the terms of this Agreement.
- F. Use by Authorized Users. Subscriber shall be responsible for all use of the Services under the access and use rights granted hereunder, including without limitation any breach by Authorized Users of the terms and conditions of this Agreement. Without limitation of the foregoing, all Authorized Users must be under confidentiality obligations to Subscriber commensurate with those in Section 10 below, protecting Proprietary Information provided to Subscriber by parties such as Provider. Upon initial login using the Login Credentials each new Authorized User may be required to accept the terms of Provider's terms of use as it is provided. Subscriber shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Provider.
- G. Restrictions on Use. Subscriber itself shall not and shall not permit its Authorized Users, employees or contractors to: (i) de-compile, reverse engineer,



disassemble, rent, lease, loan, sublicense or create derivative works of the Software; (ii) resell or transfer the Software or use of or access to the Software; (iii) copy, modify, reproduce, republish, distribute, transmit or use for commercial or public purposes the Software, except as otherwise provided in this Agreement; (iv) download or save a copy of any of the screens appearing on any website related to the Software, except as otherwise provided in this Agreement; (v) use or otherwise export or re-export the Software in violation of the export control laws and regulations of the United States of America; or (vi) use the Services for purposes beyond the scope of the access granted in this Agreement. These restrictions are not intended to prohibit or limit Subscriber's access or ability to reproduce Subscriber Data.

- H. No license to the Software is granted to Subscriber other than as specifically provided herein. All rights not specifically granted in this Agreement are reserved by Provider.

III. Fees and Payment.

- A. Onboarding Fee. If applicable, an initial setup fee ("**Onboarding Fee**") for the initial setup of the Service for Subscriber is set forth in the Proposal and is included in the final approved Services Agreement and is due within thirty (30) calendar days of the Effective Date. If no Onboarding Fee appears in the proposal, there is no Onboarding Fee.
- B. Subscription Fee. During the Term Subscriber agrees to pay to Provider the "**Subscription Fee**" as set forth in the Initial Statement of Work included in the final approved Services Agreement. The Subscription Fee is a recurring fee and is based on the size of the Water System. Provider may adjust the Subscription Fee annually by Consumer Price Index (CPI) plus 1 percent, rounded to the nearest 0.5 percent (as calculated on https://www.bls.gov/data/inflation_calculator.htm) as well as adjust the rate for Water Systems that increase in size upon thirty (30) days prior written notice to the Subscriber.
- C. Payment Terms. Payment of the Subscription Fee is due either monthly or annually within thirty (30) days after the end of the calendar accrual month or year as specified in the Proposal. If Subscriber fails to pay the Subscription Fee when due, Provider has the right to terminate this Agreement and terminate or suspend access to the Service without further notice. All payments shall be made in U.S. dollars. All amounts due hereunder are net amounts, and, if applicable, Subscriber agrees that it will be responsible for the collection and payment of all sales, use or services taxes of any kind, with the exception of taxes due on Provider's income.
- D. Late Payment. Payments for uncontested services which are not received when due shall be considered overdue and, to the extent permitted by law, Subscriber agrees to pay Provider interest on any overdue balance at the lesser of one and one half percent (1½%) per month or the maximum amount allowed by applicable law.

IV. Login Credentials.

- A. User Administrator. During the Term, Subscriber shall designate one or more employees to serve as User Administrator(s) for Subscriber, and during the term, Subscriber shall always have at least one User Administrator. Subject to the terms of this Agreement, Provider grants the User Administrator(s) the non-transferable right to assign and administrate Login Credentials to Authorized Users, to administer security profiles of Authorized Users, and to input data regarding the Authorized Users and to de-authorize Authorized Users. To prevent billing errors, Subscriber agrees that each Authorized User will be assigned unique Login Credentials, and that no Login Credentials will be shared or otherwise utilized by two or more individuals at any time.
- B. Login Credentials Protection. Subscriber shall be solely responsible for the security of Login Credentials issued to each Authorized User. Subscriber agrees to comply with the procedures that may be specified by Provider from time to time regarding obtaining and updating passwords for the Services.

V. Intellectual Property Rights and Ownership.

- A. Subscriber acknowledges that the Software contains proprietary information of Provider and is protected by copyright, trademark, patent, trade secret and/or other intellectual property rights; and that all such intellectual property rights are and shall be owned by Provider. Subscriber also agrees that, except as expressly provided in this Agreement, nothing in this Agreement or the conduct of the parties shall be construed as conferring on the Subscriber any license or right, by implication, estoppel, or otherwise, under copyright or other intellectual property rights. Subscriber also agrees to abide by this Agreement regardless of whether any portion of the Software is deemed not copyrightable. All of Subscriber's obligations and acknowledgements under this Agreement, including without limitation those regarding limitations on use and the intellectual property rights of Provider, shall survive any termination or expiration of this Agreement.
- B. All ownership rights in and to the Service and the Software applications and systems used to provide the Service and any related documentation (including any corrections, Updates, authorized copies thereof, or any adaptations, customizations, modifications, derivative works, or other enhancements thereto (whether created by Provider, Subscriber or jointly, all of the foregoing in this list referred to collectively as ("**Modifications**"))) made during this Agreement, but excluding any Subscriber Data and Subscriber's brands) shall remain exclusively with Provider and its licensors, as applicable. Subscriber agrees to and does hereby assign, transfer and convey to Provider all of Subscriber's right, title and interest in and to all Modifications. This assignment obligation shall survive any termination or expiration of this Agreement. Subscriber agrees not to challenge any intellectual property right of Provider in the Software, the Gateway Software or the Service during this Agreement or at any time after any termination or expiration thereof.

VI. Use of Data.

- A. Subscriber Data. As between Subscriber and Provider, Subscriber owns the Subscriber Data provided by Subscriber and its Authorized Users through use of the Service. Subscriber Data uploaded by Subscriber to or stored by the Software will be maintained by Provider. Subscriber will have on-line access to Subscriber Data as set forth in this Agreement.
- B. Use of Subscriber Data. Subscriber agrees to and does hereby grant to Provider a perpetual, irrevocable, worldwide, royalty-free, transferrable, sublicensable right to use, analyze, mine, combine, share, transmit, sell, market, exploit and transfer the Subscriber Data in any way it chooses, provided however, that all Subscriber Data, prior to transmission to any third party, shall be anonymized such that Personal Information has been deidentified and so that anonymized information cannot be linked back to an identifiable individual or entity.
- C. Provider Data. Provider may also collect data and information in connection with the Service that Provider provides generally (but not including Subscriber Data) through its online Service ("**Provider Data**"). All such Provider Data is and shall remain the sole property of Provider. Provider shall also have the right to combine Subscriber Data and Provider Data and use such data as set forth in Section VIB.
- D. Personal Information. Provider shall use commercially reasonable efforts to maintain the confidentiality of all Personal Information; however, Provider shall not be liable for the confidentiality of any Personal Information in the event of unauthorized access, theft or use of such Personal Information, either by Subscriber's Users, or third parties. Subscriber agrees to pay for all costs (including, but not limited to, reasonable attorneys and consultants' fees) for all remedial actions which are required by law or reasonably necessary to protect the privacy and security of the owners of such Personal Information in the event of unauthorized access of the Personal Information which occurred through no fault of Provider. If Subscriber transmits, uploads, downloads, stores or manages Personal Information, Subscriber shall always comply with the standards as required by law applicable at the time. Other than a breach of security caused by Provider or Provider's agents and contractors, Subscriber shall indemnify, and hold harmless Provider from any damages (including, but not limited to, attorneys' fees, costs, time lost, cost of notification, remediation, fines and penalties) Provider incurs due to any claim or action related to security breach of data Subscriber has transmitted, uploaded, downloaded, stored, managed or in any other way accessed, used or involved Provider's (or its agents and contractors) Services, Software or equipment.
- E. Provider shall follow its archiving procedures for Subscriber Data as set out in its Back-Up Policy available at <https://www.waterly.com/backuppolicy> or such other website address as may be notified to Subscriber from time to time (the "Backup Policy"), as such document may be amended by Provider in its sole discretion from time to time. In the event of any loss or damage to Subscriber Data, Subscriber's sole and exclusive remedy shall be for Provider to use reasonable commercial effort to restore the lost or damaged Subscriber Data from the backup of such Subscriber Data maintained by Provider in accordance with the archiving procedure described in the Backup Policy. Subscribers are encouraged to keep copies of all required data using their own means using tools included in Provider's Service. Provider shall not be responsible for any loss, destruction, alteration or disclosure of Subscriber Data caused by any third party (except those third parties subcontracted by Provider to perform services related to Subscriber Data maintenance and backup).

Waterly

4216 Belson Lane
Crystal Lake, IL 60014
833-492-8370
sales@waterly.com
www.waterly.com



VII.

Warranty and Warranty Disclaimers.

- A. Provider warrants to Subscriber that all Professional Services shall be performed or provided in a professional and workmanlike manner.
- B. DISCLAIMER. OTHER THAN AS EXPRESSED IN THIS SECTION VII, THE SOFTWARE, SERVICE, PROFESSIONAL SERVICES, AND ANY OTHER SERVICES RENDERED BY PROVIDER ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. NO OTHER WARRANTIES, GUARANTEES, CONDITIONS OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ARE MADE WITH RESPECT TO ANY OF THE SERVICES OR SOFTWARE PROVIDED IN CONNECTION WITH THIS AGREEMENT, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND UNINTERRUPTED, ERROR-FREE USE ARE EXPRESSLY DISCLAIMED.
- C. Subscriber represents and warrants to Provider that no Subscriber Data will: (i) violate any foreign, federal, state, local or provincial law or regulation; (ii) infringe any copyright, trademark or other proprietary right of any third party; or (iii) in any way violate or infringe upon any party's privacy right, right of publicity or any other right of any person or entity.

VIII.

LIMITATIONS OF LIABILITY.

- A. PROVIDER'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE SOFTWARE, ALL SERVICES OR ANY OTHER ASPECT OF THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM, ACTION OR PROCEEDING, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE AGGREGATE SUBSCRIPTION OR OTHER FEES PAID BY SUBSCRIBER TO PROVIDER FOR THE SERVICE DURING THE THREE (3) MONTHS PRIOR TO PROVIDER RECEIVING NOTICE OF THE CLAIM. IN NO EVENT SHALL PROVIDER, ITS LICENSORS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING LOST PROFITS, LOST OPPORTUNITY COSTS, LOSS OF DATA, BREACH OF DATA SECURITY, ETC., EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE. THE ALLOCATIONS OF LIABILITY REPRESENT THE AGREED AND BARGAINED-FOR UNDERSTANDING OF THE PARTIES AND PROVIDER'S COMPENSATION FOR THE SERVICES REFLECTS SUCH ALLOCATIONS.
- B. Subscriber acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Provider makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by Subscriber, with any such third party. Any contract entered into, and any transaction completed via any third-party website is between Subscriber and the relevant third party, and not Provider. Provider recommends that Subscriber refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Provider does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

IX.

Indemnification.

A. Indemnification by Provider.

- 1. Provider agrees to indemnify, , and hold harmless Subscriber and its successors, assigns, parents and subsidiaries and the officers, directors and employees of each of them, from and against any and all claims, losses, actions, damages, expenses and all other liabilities (collectively, "**Claim(s)**"), including, but not limited to, costs and reasonable outside attorneys' fees to the extent caused by (a) the breach of any representation, warranty, covenant or other terms or conditions of this Agreement by Provider, and (b) the gross negligent acts or omissions of Provider in connection with its obligations set forth in this Agreement.
- 2. Provider shall pay any final judgments awarded or settlements entered into, provided that Subscriber gives prompt written notice to Provider of any such Claim and gives Provider the authority to proceed as contemplated herein and timely cooperates with Provider. Provider will have the exclusive right to defend any such Claim, and make settlements thereof at its own discretion, and Subscriber may not settle or compromise such Claim, except with prior written consent of Provider. At Provider's cost, Subscriber shall promptly give such assistance and information as Provider may reasonably require to settle or oppose such Claims.
- 3. Provider shall, at its expense, settle any Claim brought against Subscriber, its authorized agents, representatives and contractors, and their respective officers, directors, employees, agents, representatives and contractors that the Software (other than any customization or modification of the Software specifically requested by Subscriber) or Service infringes any patent or copyright in the United States.
- 4. In the event that the use of the Service is or may be enjoined for a Claim pursuant to Section IXA3, Provider will use commercially reasonable efforts to: (i) replace the infringing Service with a non-infringing version of the Service; provided, however, if a non-infringing version is not reasonably available to Provider, then Provider will, in its sole discretion, either: (ii) obtain a license permitting Subscriber's continued use of the allegedly infringing Service, or (iii) terminate the Agreement with respect to the infringing part of the Service and provide for a corresponding reduction of fees as determined by Provider payable by Subscriber. Provided Subscriber is current with all fees due and payable to Provider, Subscriber may, in its sole discretion, elect to terminate this Agreement effective thirty (30) days following written notice to Provider in the event the infringing portion of Service is of material functionality thereby materially reducing Subscriber's use of Service. Such written termination must be delivered to Provider within thirty (30) days following Provider's written notice to Subscriber of the reduction of fees attributable to the infringement. Provider will then be released from any further obligation whatsoever to Subscriber in connection with the infringing part of the Service. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications or customizations to the Service based on specifications or requirements provided by Subscriber or the use of the Service together with the Subscriber Data. This Section IXA4 states the entire liability of Provider with respect to infringement of any patent, copyright, trade secret or other proprietary right. Provider shall be entitled to collect and retain any damage awards (including, but not limited to, attorneys' fees and costs) related to such Claim.

- B. Indemnification by Subscriber. Except for Claims subject to Section IXA, Subscriber shall indemnify, , hold harmless or settle any Claim brought against Provider, its parent, divisions, subsidiaries, and affiliates and their respective officers, directors, employees, agents, licensors, representatives and contractors, at Subscriber's expense, resulting from, to the extent arising out of, or related to Subscriber's and its Authorized Users' breach of the warranties and representations of Section VII, or use of the Service or the Subscriber Data, including without limitation any claim for personal injury, death or damage to property, breach or loss of data and shall pay any final judgments awarded or settlements entered into. Provider will provide the Subscriber with prompt notice of such claims and provide Subscriber the sole right to settle any such claim. Provider may not settle or compromise such claim, except with prior written consent of Subscriber. At Subscriber's cost, Provider shall provide such reasonable assistance and information as Subscriber may reasonably require with such claims.

X.

Confidentiality.

- A. "**Confidential Information**" means all confidential and proprietary financial data, marketing data, product markets, market projections, contacts, customers or customer lists, training materials and techniques, product plans, products, prototypes or models, software, source code, object code, system architecture, documentation, hardware, designs, drawings, research, engineering know-how and negative know-how, services, methods of manufacture or production, techniques for improved production, inventions, copyrightable and uncopyrightable works, which are not otherwise included within the definition of Trade Secrets and that is the subject of its owner's reasonable efforts to maintain confidentiality thereof. "**Trade Secrets**" means confidential and proprietary information disclosed by one Party to the other relating to the whole or any portion or phase of any scientific, technical or nontechnical data, design, pattern, process, formula, device, method, technique, compilation, program, drawing, financial data, financial plans, product plans or list of actual or potential customers or suppliers, which (i) derives economic value, actual or potential, from not being generally known to, and not readily ascertainable by proper means by, other persons and (ii) is the subject of efforts by the Party claiming trade secret status that are reasonable under the circumstances to maintain its secrecy. Without limitation of the foregoing, Provider's Trade Secrets include the applications and systems associated with providing the Services. "**Proprietary Information**" means, collectively, Confidential Information and Trade Secrets.
- B. Each Party shall protect the Proprietary Information of the other Party with the same standard of protection and care that it uses for its own Proprietary Information, but in no event less than reasonable care and diligence. Neither Party shall disclose, publish, transmit or make available all or any part of

Waterly

4216 Belson Lane
Crystal Lake, IL 60014
833-492-8370
sales@waterly.com
www.waterly.com



such Proprietary Information except in confidence or a need-to-know basis to its own employees and third-party contractors who have undertaken a written obligation of protection and confidentiality and its legal and professional advisors under similar confidentiality obligations, and shall not duplicate, transform or reproduce such Proprietary Information except as expressly permitted hereunder.

- C. Any information will not be considered Proprietary Information to the extent, but only to the extent, that such information: (a) is already known to the receiving Party free of any confidentiality obligation at the time it is obtained; (b) is or becomes publicly known through no wrongful act of the receiving Party; (c) is rightfully received from a third party without restriction and without breach of this Agreement; or (d) is required to be disclosed by law or court order. In the event that either Party is required by law or court order or regulatory authority to disclose any Proprietary Information, except such disclosure may be made only after the other Party has been notified and has had a reasonable opportunity to seek a court order or appropriate agreement protecting disclosure of such Proprietary Information.
- D. With regard to Trade Secrets, the obligations in this Section 10 shall continue for so long as such information continues to be maintained as a Trade Secret and trade secret status has not been lost based on the holder's actions or inactions or as determined by a final adjudication. With regard to Confidential Information, the obligations in this Section 10 shall continue for the term of this Agreement and for three (3) years after termination or expiration, but without restriction as to duration with respect to any Personal Information.
- E. Provider may disclose that Subscriber is a customer of Provider and may use Subscriber's name (and use related logos) in promotional and marketing material.

XI. Term and Termination.

- A. Term. Unless otherwise noted, this Agreement shall commence on the date the proposal is signed by Subscriber's authorized signer as recorded in the signature field of the proposal (the "Effective Date") and continue for 12 months (the "Initial Term"). At the end of the Initial Term this Agreement shall automatically renew for successive 12 month periods (each period being a "Renewal Term") unless the Provider is notified in writing by the Subscriber of their desire to terminate the agreement. Together, the Initial Term and any Renewal Terms are referred to as the "Term".
- B. Termination. Either Party may terminate this Agreement for cause if the other Party commits a material breach of this Agreement (other than a failure of Subscriber to timely pay any fees owed) that remains uncured ten (10) days after written notice of such breach is delivered to the other Party. Notwithstanding anything to the contrary in this Agreement, any willful unauthorized access, use, copying, disclosure, distribution, or sublicensing of intellectual property or any related methods, algorithms, techniques, or processes of Provider by Subscriber or any Authorized User will be deemed a material breach of this Agreement that cannot be cured and will entitle Provider to immediately terminate this Agreement. Subscriber may terminate this Agreement without cause by providing ten (10) days prior written notice to Provider.
- C. Obligations of the Parties Upon Expiration or Termination; Obligations of Data Delivery. Upon the expiration or termination of the Agreement, Subscriber will return to Provider any Provider Proprietary Information; and Subscriber and each Authorized User will no longer be provided access to the Service; and Subscriber will cease any attempt to access the Service.
- D. Transition Services. Upon the effective termination of this Agreement for reasons other than Subscriber's breach of its payment obligations or its confidentiality obligations hereunder, and upon prepayment of three (3) months of Provider's Subscription Fee then in effect Provider shall cooperate with Subscriber in allowing Subscriber to transition to another service provider and shall promptly provide Subscriber with a data file of Subscriber's Data so that Subscriber may transition to another service provider, subject to the confidentiality provisions of Section 10. In the event the transition is accomplished in less than three (3) months' time, Provider will refund a pro rata amount of such prepaid amount within thirty (30) days of the transition being completed.
- E. Nonsolicitation. Subscriber agrees that during the Term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement for any or no reason whatever, subject to the terms of any escrow agreement in place between the parties, if applicable, Subscriber will not, on its own behalf or in the service or on behalf of others, solicit, recruit or hire, or attempt to recruit or hire, directly or by assisting others, any employee of Provider. The obligations of this Section 11E shall survive any expiration or termination of this Agreement.
- F. Suspension or Termination Based on Threat of Infringement. In the event that either Provider or Subscriber is threatened in writing or is sued for infringement or violation of any third-party intellectual property right relating to the performance of the Services, then the Party receiving the threat or lawsuit shall notify the other Party within five (5) days of receipt. In such an event Provider may, at its option and by providing written notice to Subscriber, either (a) suspend performance of the Services until the threat is removed to the reasonable satisfaction of Provider or the lawsuit dismissed or, (b) if the threat is not resolved or the lawsuit dismissed within three (3) months of Provider receiving notice thereof, Provider may terminate this Agreement by providing notice in writing to Subscriber. In such an event, Provider shall be paid for all completed Services and for all in-process Services provided up to the date of termination on a pro rata basis. Further, in such an event Subscriber shall immediately discontinue use of any Service of Software that is the subject of the threat or lawsuit until such threat is removed or the lawsuit is dismissed. If Subscriber does not immediately discontinue such use or commercialization, Provider shall have no obligation to indemnify, or hold Subscriber harmless for such continued use or commercialization, and further, Subscriber shall indemnify, and hold Provider pursuant to Subscriber's obligations in Section IXB.

XII. Noncompetition.

- A. During this Agreement and for a period of twenty-four (24) months after any termination or expiration of this Agreement, Subscriber shall not develop, or cause to be developed (directly or indirectly) any software that would compete with the Software.

XIII. General Provisions.

- A. Governing Law. This Agreement is governed by the laws of Illinois, United States (including the Prompt Payment Act or a comparable act governing payments by municipalities, if any), excluding its conflicts of law rules. Each Party irrevocably submits to venue and exclusive personal and subject matter jurisdiction in the federal and state courts in Cook County, Illinois, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply in any way to this Agreement or to the transactions contemplated by this Agreement or otherwise to create any rights or to impose any duties or obligations on any Party to this Agreement.
- B. Dispute Resolution. Provider and Subscriber will attempt in good faith to resolve any dispute. Each Party will designate an officer or senior level management executive with decision making authority (collectively, an "Executive") with the responsibility and the authority to resolve the dispute. These Executives will meet or hold a telephone conference call within thirty (30) days after the request to identify the scope of the dispute and the information needed to discuss and attempt to resolve such dispute. These Executives will then gather relevant information regarding the dispute and will meet or hold a telephone conference call promptly to discuss the issues and to negotiate in good faith to resolve that issue.
- C. Publicity. Either Party may disclose that Subscriber is a customer of Provider, so long as Provider does not disclose any Subscriber Confidential Information and Provider may list Subscriber (and use Subscriber's name and logos) to indicate Subscriber as being a customer and describe the non-confidential nature of the relationship in Provider's press releases, marketing and promotional material. Subscriber may opt to notify Provider to withhold Subscriber's name and logos, in writing, if desired. Both parties agree to keep financial and other terms of this Agreement confidential (subject to any disclosures required by law or under Section X). This Section XIII.C shall survive any termination or expiration of this Agreement.
- D. Waiver. No waiver of any right under this Agreement shall be deemed effective unless contained in writing signed by a duly authorized representative of the Party against which the waiver is sought to be enforced, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.
- E. Severability. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect.
- F. Assignment. This Agreement shall not be assigned, conveyed or transferred, whether by contract or operation of law (collectively referred to in this Section XIII.F as "assign" or "assignment") by Subscriber without the prior written consent of Provider. Provider may assign this Agreement in whole or in part, including the right to receive payments, upon written notice to Subscriber, provided that assignee of Provider's rights agrees to be bound by the terms and conditions of the Agreement and any agreements entered into between the parties which form a part of this Agreement. Any assignment in violation of this Section XIII.F shall be of no force or effect.

Waterly

4216 Belson Lane
Crystal Lake, IL 60014
833-492-8370
sales@waterly.com
www.waterly.com



- G. Compliance with Laws. Each Party agrees to comply with all applicable laws and regulations with respect to its activities hereunder, including but not limited to any export laws and regulations of the United States.
- H. Force Majeure. With the exception of the payment of amounts owed, if by reason of labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, earthquake, fire or other action of the elements, governmental restrictions, appropriation, telecommunications failures or cable line cuts or other causes beyond the control of a Party hereto (any of the foregoing is referred to as a "**Force Majeure Event**"), either Party is unable to perform in whole or in part its obligations as set forth in this Agreement, then such Party shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make such Party liable to the other Party. A Party shall promptly notify the other Party in the event of a Force Majeure Event impacting the Party's ability to perform. Neither Party shall be liable for any loss, injury, delays or damages suffered or incurred by the other Party due to the above causes. In the event a Force Majeure Event occurs whereby either Party is unable to perform in whole or in part its obligations as set forth in this Agreement for a period of thirty (30) consecutive days, the other Party shall have the right to terminate this Agreement without termination liability.
- I. Notices. All notices required to be given pursuant to this Agreement shall be given in writing and delivered by hand, certified first class mail, email or overnight courier, addressed to the receiving Party at the address identified in the most recent Services Agreement. Each Party will provide written notice to the other Party in the event of a change in the contact information identified in the most recent Services Agreement. Notice shall be deemed given when (i) sent by fax; (ii) delivered by hand to the address specified in the most recent Services Agreement, (iii) three (3) days after mailing by certified first class mail, (iv) one (1) day after delivering to a recognized overnight delivery carrier, or (v) on the date sent by electronic mail, provided that confirmation is sent by one of the foregoing methods.
- J. Entire Agreement. This Agreement and the final approved Services Agreement sets forth the entire understanding and agreement between Subscriber and Provider regarding the subject matter of this Agreement and supersedes all prior or contemporaneous proposals or communications, oral or written, between the parties relating to the subject matter of this Agreement. No modification of this Agreement shall be binding unless it is in writing and is signed by authorized representatives of both parties. The terms of this Agreement shall govern and prevail in the event of a conflict with any purchase orders or order forms of Subscriber.
- K. Construction. Each Party has had an opportunity for their respective legal counsel to review this Agreement. Accordingly, no rule of construction against the drafter shall be applied.
- L. Duplicate Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. The signature page of any Party to any counterpart, and photocopies and facsimiles thereof, may be appended to any other counterpart and when so appended, shall constitute an original.

Waterly

4216 Belson Lane
Crystal Lake, IL 60014
833-492-8370
sales@waterly.com
www.waterly.com

Description Of Services And Software

Provider will provide access to the Services via

<https://app.waterlyapp.com>.

(Rev. April 2023)

Water & Wastewater Management software, including the following features:

Ability to add, edit, update, delete water system data, including:

- Basic Water System Facility Information
- Flows
- Chemical Usage
- Treatment Process Data
- Chemical Concentrations
- Bacterial Sample Dates

Ability to produce Illinois Environmental Protection Agency (IEPA) regulatory report(s) suitable for submittal to the State.

Software is officially supported on:

Browsers: the latest versions Edge, Chrome, Safari, and Firefox

Tablets: Apple and Android 7 inch form-factor and up, via latest versions of Safari and Chrome

Setup Services:

Training: The following training services are provided as part of the Setup Fee or initial payment:

- One (1) hour of live web-based training via an online meeting service
- Access to online knowledge base articles around product use and configuration

Report Validation: Waterly will work with the Subscriber to review the Subscriber's EPA report(s) to facilitate approval by their State



Our Support Policy

Platform Application Availability

Provider will use commercially reasonable efforts to have the Service, including the Platform Application websites, available 24 hours per day, 7 days per week, excluding any scheduled maintenance as described below and unscheduled downtime due to events beyond Provider's control. Times noted below are approximate and may change.

Scheduled Maintenance

There will be weekly scheduled maintenance, currently every **Monday between 5:00 PM and 6:00 PM Eastern time**, to perform system maintenance, backup, and upgrade functions for the Platform Applications. Weekly scheduled maintenance does not normally require the Platform Application to be offline for any appreciable length of time (it is typically less than one minute); however, during maintenance, the Platform Applications may have short periods of instability and may be offline for up to one hour. If scheduled maintenance is required outside of the weekly scheduled maintenance described above, Provider will notify Subscriber.



Unscheduled Maintenance

Unscheduled maintenance may be required to resolve issues that are critical for Subscriber and/or performance of the Platform Application at any time. Provider will notify Subscriber when possible via email prior to the unscheduled maintenance unless unscheduled maintenance is expected to create less than one minute of downtime. When practical, *unscheduled* maintenance will be conducted between 5:00 PM and 12:00 AM Eastern time.

Product Support

Provider's Product Support Team provides Standard Support from 8:00 a.m. to 5:00 p.m. Eastern time, Monday through Friday. Contact should be made by [creating a support ticket](#) or by calling (833) 492-8370 and Press 1 for Technical Support.