

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, NOVEMBER 24, 2025 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three (3) minutes per person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Regular Meeting November 10, 2025 (APPROVE)
 - c. Minutes - Board of Trustees Special Meeting November 13, 2025 (APPROVE)
 - d. Warrants: \$401,038.37
 - e. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK SETTING THE 2026 CALENDAR YEAR SCHEDULE OF REGULAR MEETINGS OF THE MAYOR AND BOARD OF TRUSTEES AND THE SCHEDULE OF REGULAR MEETINGS OF COMMISSIONS AND COMMITTEES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)
 - f. ORDINANCE NO. - AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2025 AND ENDING APRIL 30, 2026, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)
 - g. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE MUNICIPAL GIS PARTNERS, INCORPORATED AND THE VILLAGE OF WILLOWBROOK FOR SUPPORT SERVICES IN CONNECTION WITH THE VILLAGE'S GEOGRAPHICAL INFORMATION SYSTEM ("GIS") AT A COST NOT TO EXCEED \$49,942.56.

NEW BUSINESS

6. ORDINANCE NO. - AN ORDINANCE TO ESTABLISH ADMINISTRATIVE PROCEDURES TO DETERMINE ELIGIBILITY UNDER THE PUBLIC SAFETY EMPLOYEE BENEFITS ACT IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)
7. RESOLUTION NO. - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO AN AGREEMENT WITH HOUSEAL LAVIGNE ASSOCIATES, LLC FOR UPDATES TO THE VILLAGE OF WILLOWBROOK'S UNIFIED DEVELOPMENT ORDINANCE FOR MIXED - USE DISTRICT STANDARDS (ADOPT)
8. RESOLUTION NO. - A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT (708 69th Street) (ADOPT)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, NOVEMBER 10, 2025 AFTER THE COMMITTEE OF THE WHOLE MEETING OR AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those physically present at roll call were Mayor Frank Trilla, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistel, and Gayle Neal, Village Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Director of Public Works Rick Valent, and Chief Lauren Kaspar.

ABSENT: Village Clerk Gretchen Boerwinkle, Trustee Greg Ruffolo, Director of Parks and Recreation Dustin Kleefisch, Deputy Chief Ben Kadolph, and Deputy Chief Gerard Wodka.

A QUORUM WAS DECLARED

ALSO PRESENT: Ms. Lora Flori, former Chief Financial Officer, now acting as a financial consultant to the Village

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS

None present and no written comments were received.

5. AUDITORS' PRESENTATION OF FISCAL YEAR 2024/2025 AUDIT

Administrator Halloran introduced Thomas Siwicki, director with the auditing firm Sikich, to present the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending April 30th, 2025. Mr. Siwicki thanked CFO Flori for her help and support throughout the audit process.

Mr. Siwicki noted that this is the 36th consecutive year that the Village has received the GFOA (Government Finance Officers Association) Certificate of Achievement for Excellence in Financial Reporting award based on the prior year's audit. The current audit will be submitted for the awards again in the coming year.

Mr. Siwicki explained that the presentation's focus is to review the ACFR, highlighting the following areas:

The independent auditor's report: The independent auditor's report is an unmodified opinion over the financial statements provided by the independent auditor, also known as a clean audit opinion. This is the highest level of assurance the auditors can provide, that the financial statements are free from material misstatement.

There was an additional audit opinion issued under the Government Auditing Standards, to describe the scope of the auditors' testing of internal control and compliance and the results of that testing. This additional audit was required per the Illinois Grant Accountability and Transparency Act (GATA) based on the Village's level of grant expenditures.

Mr. Siwicki also identified and summarized the following areas:

- **Management's Discussion and Analysis (MD&A) including:**
 - Financial Statements
 - Statement of Activities
 - Balance Sheet of Governmental Funds
 - Governmental Fund Statement of Revenue Expenditures and Change of Fund Balance
 - Proprietary Funds Statement of Net Position

In addition to the ACFR, the audit documents included:

- Auditor's Communication to the Board of Trustees
- Management Letter
- Illinois Grant Accountability and Transparency Act - Consolidated Year-End Financial Report
- Redevelopment Corridor Tax Increment Financing District

Mr. Sawicki concluded his presentation by wishing everyone a good evening. Mayor Trilla thanked him for his time and the information and thanked Ms. Flori for her hard work.

6. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting October 27, 2025 (APPROVE)
- c. Warrants \$ 725,130.86

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

7. ORDINANCE NO. 25-0-27- AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A KENNEL FOR OVERNIGHT BOARDING IN THE B-COMMUNITY SHOPPING DISTRICT FOR THE EXISTING PET GROOMING BUSINESS, THE BARKER SHOP, LOCATED AT 7420 S. QUINCY STREET (PASS)

Director Krol explained that this is a special use request for approval from The Barker Shop, located at 7420 South Quincy Street, for a kennel use to allow overnight dog and pet boarding within their existing grooming business in the B District. The Barker Shop has been in operation for over 20 years and has been in Willowbrook since 2022.

The business currently provides professional grooming services primarily for dogs within its 6,000-square-foot facility, typically grooming between 30 and 60 pets per day. During the holiday season, they regularly receive requests from customers for dog boarding services.

According to the applicant at the public hearing, the proposed boarding service will begin with three to five dogs as a routine operation, with the potential for future expansion as the business develops. Under Section 9-3-05A of the UDO, pet grooming is a permitted use; however, overnight boarding falls under the definition of a kennel, which requires special use approval.

After discussion, the Planning Commission voted 4-0 to recommend approval of the request, subject to several conditions, including that all boarding shall occur indoors only, with no outdoor kennels permitted.

Trustee Davi asked if staff is required to stay overnight for emergencies. Director Krol stated that a staff member will always be in the building.

Trustee Mistele asked if there was any type of inspection from the health department. Director Krol responded that DuPage County Animal Control received the application and made a complete inspection, and that a required annual inspection is also conducted at an unscheduled visit by the County.

Mayor Trilla added that the owners of this business have been very involved in our community, they sponsor local events and offer various other means of support to the Village.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to pass Ordinance 25-0-27 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 25-R-59 - A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT (604 Plainfield Road) (ADOPT)

Administrator Halloran explained that staff is seeking approval of a resolution regarding the Purchase and Sale Agreement for the Plainfield Road project. This request is consistent with previous actions taken by the Board for two other properties along Plainfield Road and aligns with the goals outlined in the Village's Comprehensive Plan.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution 25-R-59 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION NO. 25-R-60 - A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE, AND AUTHORIZING THE VILLAGE CLERK TO ATTEST TO, ON BEHALF OF VILLAGE OF WILLOWBROOK, A TWO (2)-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND TEAMSTERS LOCAL 700 (ADOPT)

Mayor Trilla stated that New Business item number 9 would be addressed later in the meeting.

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo was not present.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report but asked when the December Board meeting was scheduled. Mr. Arteaga responded the meeting is on December 15, 2025.

Trustee Astrella reported that he and Trustee Neal attended the Holiday Artisan Fair at Hinsdale South. He thanked Administrator Halloran and Clerk Boerwinkle for working with the vendors for this event. It made a big difference. The event was a success.

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Village Board Minutes
November 10, 2025

11. ATTORNEY'S REPORT

Attorney Durkin reminded the Board that there is an Executive Session this evening.

12. CLERK'S REPORT

Clerk Boerwinkle was not present.

13. ADMINISTRATOR'S REPORT

Administrator Halloran shared a video of the employees that were Veterans. Officer Peter Delgado and Customer Service Representative Deanna Gregorich conceived of and created the project.

14. MAYOR'S REPORT

Mayor Trilla had no report.

15. EXECUTIVE SESSION

5 ILCS 120/2(c) (2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of 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.

The Mayor asked for a motion to recess to closed session for the purpose of discussing the above items.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to recess to closed session at the hour of 6:58 p.m.

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

MOTION DECLARED CARRIED

The Board recessed to Closed Session.

Reconvene the regular Village Board meeting at 7:30 p.m. followed by a roll call.

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

The Mayor asked for a motion to reconvene the regular meeting.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to reconvene the Regular Meeting.

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

MOTION DECLARED CARRIED

The Mayor indicated that Item number 9 under New Business remains for discussion and read the item title:

9. RESOLUTION NO. 25-R-60 - A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE, AND AUTHORIZING THE VILLAGE CLERK TO ATTEST TO, ON BEHALF OF VILLAGE OF WILLOWBROOK, A TWO (2)-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND TEAMSTERS LOCAL 700 (ADOPT)

The Mayor asked for a motion for adoption.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution 25-R-60 as presented.

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

MOTION DECLARED CARRIED

16. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adjourn the Regular Meeting at the hour of 7:40 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

November 24, 2025

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON THURSDAY, NOVEMBER 13, 2025, AT 5:30 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 5:30 p.m. by Mayor Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank Trilla, Village Trustees Mark Astrella, Sue Berglund, Michael Mistele, Gayle Neal and Greg Ruffolo, Village Administrator Sean Halloran and Village Attorney Michael Durkin.

ATTENDING REMOTELY: Trustee Umberto Davi

ABSENT: Village Clerk Gretchen Boerwinkle

A QUORUM WAS DECLARED

MOTION: Made by Trustee Neal and seconded by Trustee Astrella to allow Trustee Davi to attend the meeting remotely.

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

MOTION DECLARED CARRIED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Administrator Halloran to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None present

NEW BUSINESS

5. RESOLUTION NO. 25-R-61 - A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (735 Plainfield Road) (ADOPT)

Administrator Halloran indicated staff is seeking Board approval to adopt the resolution to extend the deadline on the purchase of the property at 735 Plainfield Road by 30 days with an additional financial

contribution. The decision must be made by December 14, 2025, with final approval by December 31, 2025.

MOTION: Made by Trustee Berglund and seconded by Trustee Davi to adopt Resolution 25-R-61 as presented.

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

MOTION DECLARED CARRIED

6. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adjourn the Special Meeting of the Board of Trustees at the hour of 5:34 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.

November 24, 2025

Frank A. Trilla, Mayor

Minutes transcribed by Administrative Assistant Jody Wegryznski.

W A R R A N T S

November 24, 2025

GENERAL CORPORATE FUND	-----	\$ 195,357.37
WATER FUND	-----	\$ 19,798.50
CAPITAL PROJECT FUND	-----	\$ 180,864.79
17 SERIES 2022 BOND	-----	\$ 5,017.71
TOTAL WARRANTS	-----	\$ 401,038.37

Amy Curtin, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
11/13/2025	APCHK	104431	2186612	DIAMOND TOURS INC.	ACTIVE ADULT PROGRAM	590-517	20		1,610.00
11/18/2025	APCHK	104432	2186612	DIAMOND TOURS INC.	ACTIVE ADULT PROGRAM	590-517	20		1,610.00
11/19/2025	APCHK	104433	SENIOR LUNCH11/19/2	KC BREWERY HOLDINGS INC	ACTIVE ADULT PROGRAM	590-517	20		1,005.00
11/20/2025	APCHK	104434	914418	THE DRAKE OAK BROOK	ACTIVE ADULT PROGRAM	590-517	20		2,182.40
									5,687.50
									5,687.50
11/24/2025	APCHK	104437	26714	ARTISTIC ENGRAVING	OPERATING EQUIPMENT	630-401	30		454.00
			26758		OPERATING EQUIPMENT	630-401	30		180.75
				CHECK APCHK 104437 TOTA					634.75
11/24/2025	APCHK	104438#	WITCHES 10.29.26	ASHTON PLACE	ACTIVE ADULT PROGRAM DEPOSITS	130-120	00		1,000.00
			PATRIOTIC 7.1.26		ACTIVE ADULT PROGRAM DEPOSITS	130-120	00		1,000.00
			RIVERVIEW 3.11.26		ACTIVE ADULT PROGRAM	590-517	20		1,000.00
				CHECK APCHK 104438 TOTA					3,000.00
11/24/2025	APCHK	104439*#	K63322	ATLAS BOBCAT, LLC	MAINTENANCE	725-410	35		482.88
11/24/2025	APCHK	104440	152376	B & E AUTO REPAIR & TOW	MAINTENANCE - BUILDING	630-228	30		482.88
11/24/2025	APCHK	104441	45104	BESTWAY CHARTER TRANSPORT	ACTIVE ADULT PROGRAM	590-517	20		99.60
11/24/2025	APCHK	104442*#	52096	BLACK GOLD SEPTIC	MAINTENANCE	725-410	35		675.00
11/24/2025	APCHK	104443*#	35254	BROTHERS ASPHALT PAVING	STREET IMPROVEMENTS	765-685	35		675.00
11/24/2025	APCHK	104443*#	35254						250.00
11/24/2025	APCHK	104443*#	35254						250.00
11/24/2025	APCHK	104444*#	164349	BS & A SOFTWARE	EDP LICENSES	460-263	10		26,047.36
			164349		EDP LICENSES	615-263	25		26,047.36
			164349		EDP LICENSES	815-263	40		3,224.00
				CHECK APCHK 104444 TOTA					8,804.00
									2,877.00
									14,905.00
11/24/2025	APCHK	104445	LEO96655	CARROLL CONSTRUCTION SU	STREET IMPROVEMENTS	765-685	35		159.20
11/24/2025	APCHK	104446*#	206223	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35		159.20
			206234		FEES - ENGINEERING	720-245	35		4,546.00
			206228		ENGINEERING SERVICES	820-262	40		6,121.82
			206229		ENGINEERING SERVICES	820-262	40		750.55
			206230		ENGINEERING SERVICES	820-262	40		496.00
			206231		ENGINEERING SERVICES	820-262	40		496.00
				CHECK APCHK 104446 TOTA					1,934.60

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
			206232		ENGINEERING SERVICES	820-262	40		377.85
			206233		ENGINEERING SERVICES	820-262	40		372.00
				CHECK APCHK 104446 TOTA					15,094.82
11/24/2025	APCHK	104447	351863	CIVIC PLUS	INTERNET/WEBSITE HOSTING	460-225	10		2,940.29
									2,940.29
11/24/2025	APCHK	104448#	2901	CLARK BAIRD SMITH LLP	FEES - VILLAGE ATTORNEY	470-239	10		234.38
			2901		FEES - FIELD COURT ATTORNEY	630-241	30		234.37
				CHECK APCHK 104448 TOTA					468.75
11/24/2025	APCHK	104449#	969782800 OCT '25	COMED	RED LIGHT - ADJUDICATOR	630-246	30		39.15
			7331017000 OCT '25		RED LIGHT - ADJUDICATOR	630-246	30		47.30
			6741324000 OCT '25		RED LIGHT - ADJUDICATOR	630-246	30		47.89
			5199984000 OCT/NOV2		ENERGY - STREET LIGHTS	745-207	35		613.55
			5001177000 OCT '25		ENERGY - STREET LIGHTS	745-207	35		571.63
			3001964000 OCT '25		ENERGY - STREET LIGHTS	745-207	35		851.97
			4039244000 OCT'25		ENERGY - STREET LIGHTS	745-207	35		59.64
			1765415000 OCT'25		MAINTENANCE - TRAFFIC SIGNALS	745-224	35		476.65
				CHECK APCHK 104449 TOTA					2,707.78
11/24/2025	APCHK	104450#	DT 2025-10-114	DACRA ADJUDICATION LLC	EDP LICENSES	640-263	30		1,500.00
			DT 2025-10-114		EDP LICENSES	815-263	40		1,000.00
				CHECK APCHK 104450 TOTA					2,500.00
11/24/2025	APCHK	104451	REFUND- CANCEL EVNT	DOROTHY ADGENT	ACTIVE ADULT PROGRAM	590-517	20		182.00
11/24/2025	APCHK	104452	4118	FALCO'S LANDSCAPING INC	STREET IMPROVEMENTS	765-685	35		182.00
11/24/2025	APCHK	104453	9-055-58208	FEDERAL EXPRESS CORP.	ACTIVE ADULT PROGRAM	590-517	20		2,750.00
									57.10
11/24/2025	APCHK	104454*#	130005993	FLEETPRIDE TRUCK & TRAI	MAINTENANCE	725-410	35		53.63
11/24/2025	APCHK	104455	TRNING REIM 11/4-7	GERARD WODKA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		53.63
									41.79
11/24/2025	APCHK	104456*#	17856	H AND R CONSTRUCTION IN	STORM WATER IMPROVEMENTS MAIN	750-381	35		2,500.00
11/24/2025	APCHK	104457	63268	HAYES MECHANICAL	MAINTENANCE - BUILDING	466-228	10		2,500.00
11/24/2025	APCHK	104458	4377	HOT SHOTS SPORTS - CHIC	COMMUNITY EVENTS	585-522	20		4,725.00
									866.25
11/24/2025	APCHK	104459	I149384203	ISOLVED BENEFIT SERVICE	FEES/DUES/SUBSCRIPTIONS	455-307	10		470.40

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
									470.40
11/24/2025	APCHK	104460	73750	K FIVE CONSTRUCTION	STREET IMPROVEMENTS	765-685	35		131.84
			73600		STREET IMPROVEMENTS	765-685	35		132.48
				CHECK APCHK 104460 TOTA					264.32
11/24/2025	APCHK	104461	217747	KARA CO. INC.	OPERATING SUPPLIES & EQUIPMEN	710-401	35		181.96
11/24/2025	APCHK	104462	OCT 2025	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30		181.96
11/24/2025	APCHK	104463	REFUND-CANCELLED TR	LINDA MILLER	ACTIVE ADULT PROGRAM	590-517	20		300.00
11/24/2025	APCHK	104464	REIM-OCR - TRAVEL	LORI RINELLA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		39.00
11/24/2025	APCHK	104465	50812552	MAGGIANO'S LITTLE ITALY	ACTIVE ADULT PROGRAM	590-517	20		43.51
11/24/2025	APCHK	104466		MAGGIANO'S LITTLE ITALY	ACTIVE ADULT PROGRAM	590-517	20		43.51
11/24/2025	APCHK	104467	REFUND-CANCELLED TR	MARILYN EGGERT	ACTIVE ADULT PROGRAM	590-517	20		1,447.80
11/24/2025	APCHK	104468	EEHC102025	MARY ANN KABAT	ACTIVE ADULT PROGRAM	590-517	20		110.00
11/24/2025	APCHK	104469	BROW25-002	McNaughton Development	BROW25-002 - PB24-590	210-109	00		200.00
									2,000.00
									2,000.00
11/24/2025	APCHK	104471#	25-0449	MULTISYSTEM MANAGEMENT	MAINTENANCE - BUILDING	466-228	10		11,880.00
			25-0450		MAINTENANCE - BUILDING	466-228	10		1,222.50
			25-0451		MAINTENANCE - BUILDING	466-228	10		5,670.00
			25-0450		MAINTENANCE - EQUIPMENT	570-411	20		900.00
			25-0450		MAINTENANCE - BUILDING	630-228	30		1,222.50
				CHECK APCHK 104471 TOTA					20,895.00
11/24/2025	APCHK	104472	01	NADINE SBEI	COMMUNITY EVENTS	585-522	20		120.00
									120.00
11/24/2025	APCHK	104473#	20624315113 OCT'25	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10		83.60
			95476110002 OCT'25		NICOR GAS (7760 QUINCY)	630-235	30		218.34
			39303229304 OCT'25		NICOR GAS	725-415	35		69.07
				CHECK APCHK 104473 TOTA					371.01
11/24/2025	APCHK	104474	22282	NJ RYAN TREE & LANDSCAP	SPOILS HAULING SERVICES	740-291	35		7,400.00
			22283		TREE MAINTENANCE	750-338	35		5,500.00
			22284		TREE MAINTENANCE	750-338	35		4,900.00
			22285		TREE MAINTENANCE	750-338	35		8,460.00
			22286		TREE MAINTENANCE	750-338	35		5,900.00
				CHECK APCHK 104474 TOTA					32,160.00
11/24/2025	APCHK	104475	7995	NOVO SOLUTIONS, INC.	EDP EQUIPMENT/SOFTWARE	715-212	35		11,195.00

11/21/2025 09:02 AM

User: EKOMPERDA

DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

CHECK DATE FROM 11/12/2025 - 11/26/2025

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
11/24/2025	APCHK	104476	1016900405	OCCUPATIONAL HEALTH CEN	PERSONNEL RECRUITMENT	630-131	30		11,195.00
									190.00
									190.00
11/24/2025	APCHK	104477#	57584	ODELSON MURPHEY FRAZIER	FEES - FIELD COURT ATTORNEY	630-241	30		190.00
			57584		LEGAL FEES	820-239	40		190.00
				CHECK APCHK 104477 TOTA					380.00
11/24/2025	APCHK	104478#	5578877	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10		100.50
			5578877		INFORMATIONAL TECH SERVICES	715-308	35		30.00
				CHECK APCHK 104478 TOTA					130.50
11/24/2025	APCHK	104479	282306784	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	630-228	30		131.00
11/24/2025	APCHK	104480	848627	QUIK IMPRESSIONS GROUP	PRINTING, PUBLISHING & TRANSC	455-302	10		131.00
									2,570.00
									2,570.00
11/24/2025	APCHK	104481	RRJ22238.2420251003	RATHS, RATHS & JOHNSON, ENGINEERING SERVICES		820-262	40		1,221.25
			RRJ22238.25-2025100		ENGINEERING SERVICES	820-262	40		1,096.25
			RRJ22238.2320251010		ENGINEERING SERVICES	820-262	40		4,163.75
				CHECK APCHK 104481 TOTA					6,481.25
11/24/2025	APCHK	104482	2443772	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30		61.19
									61.19
11/24/2025	APCHK	104483	2685923	SAFE BUILT, LLC	BUILDING, PLAN REVIEW & INSP.	820-260	40		506.06
			2691664		BUILDING, PLAN REVIEW & INSP.	820-260	40		7,999.58
				CHECK APCHK 104483 TOTA					8,505.64
11/24/2025	APCHK	104484	SN195-64969	SIGNS NOW	OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20		48.00
11/24/2025	APCHK	104485	IN585679	SUBURBAN DOOR CHECK & MAINTENANCE	- EQUIPMENT	570-411	20		48.00
									12.52
11/24/2025	APCHK	104486	REFUND-CANCELLED TR	SUSAN KOWALSKI	ACTIVE ADULT PROGRAM	590-517	20		12.52
									5,600.00
11/24/2025	APCHK	104487	WPR11132025	SYLVIE SADARNAC	ACTIVE ADULT PROGRAM	590-517	20		5,600.00
									250.00
11/24/2025	APCHK	104489	25-2476	THOMPSON ELEV.	INSPECT. ELEVATOR INSPECTION	830-117	40		250.00
									100.00
11/24/2025	APCHK	104490	01242290	TRI-TECH FORENSICS,	INC OPERATING EQUIPMENT	630-401	30		100.00
									84.85
11/24/2025	APCHK	104491	077080	UNDERGROUND PIPE & VALVE	STORM WATER IMPROVEMENTS	750-381	35		84.85
									1,748.32
									1,748.32
11/24/2025	APCHK	104492	01006873	UNIFORMS DIRECT LLC	REIMB PERSONNEL EXPENSES	630-306	30		85.00
			01006814		OPERATING EQUIPMENT	630-401	30		625.00
				CHECK APCHK 104492 TOTA					710.00

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 11/12/2025 - 11/26/2025

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DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

CHECK DATE FROM 11/12/2025 - 11/26/2025

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 02 WATER FUND									
11/24/2025	APCHK	104436	92825-1096 94594-1096 94593-1096	ALARM DETECTION SYSTEMS PHONE - TELEPHONES PHONE - TELEPHONES PHONE - TELEPHONES		401-201	50		409.11 243.51 282.87
				CHECK APCHK 104436 TOTA					935.49
11/24/2025	APCHK	104439*#	K63322	ATLAS BOBCAT, LLC	VEHICLE MAINTENANCE	401-350	50		482.88 482.88
11/24/2025	APCHK	104442*#	52096	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB 425-474		50		250.00 250.00
11/24/2025	APCHK	104444*#	164349	BS & A SOFTWARE	EDP LICENSES	417-263	50		1,317.00 1,317.00
11/24/2025	APCHK	104446*#	206222	CHRISTOPHER B. BURKE	SPECIAL PROJECTS	401-310	50		2,520.00 2,520.00
11/24/2025	APCHK	104454*#	130005993 129729764	FLEETPRIDE TRUCK & TRAIVEHICLE MAINTENANCE MATERIAL & SUPPLIES - DISTRIB	430-476	401-350	50		53.63 16.09
				CHECK APCHK 104454 TOTA					69.72
11/24/2025	APCHK	104456*#	17855 17857 17869	H AND R CONSTRUCTION INWATER DISTRIBUTION REPAIRS/MA WATER DISTRIBUTION REPAIRS/MA WATER DISTRIBUTION REPAIRS/MA	430-277	50			6,200.00 1,950.00 3,456.00
				CHECK APCHK 104456 TOTA					11,606.00
11/24/2025	APCHK	104488	0213167-IN 0213428-IN 0213678-IN	TAMELING INDUSTRIES	STREET IMPROVEMENTS SERVICES 430-281 STREET IMPROVEMENTS SERVICES 430-281 STREET IMPROVEMENTS SERVICES 430-281		50		1,749.60 41.40 63.45
				CHECK APCHK 104488 TOTA					1,854.45
11/24/2025	APCHK	104496	5835836-00	VESCO OIL CORPORATION	VEHICLE MAINTENANCE	401-350	50		142.45 142.45
11/24/2025	APCHK	104498*#	0332771	WATER PRODUCTS-AURORA	MATERIAL & SUPPLIES - DISTRIB	430-476	50		620.51 620.51
				Total for fund 02 WATER FUND					19,798.50

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

CHECK DATE FROM 11/12/2025 - 11/26/2025

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 17 SERIES 2022 BOND									
11/24/2025	APCHK	104466	09022025	MALLON AND ASSOCIATES, OTHER PROFESSIONAL SERVICE (W540-425		80			5,017.71
					Total for fund 17 SERIES 2022 BOND				5,017.71
				TOTAL - ALL FUNDS					5,017.71
									401,038.37

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

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

RESOLUTION NO. 25-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK
SETTING THE 2026 CALENDAR YEAR SCHEDULE OF
REGULAR MEETINGS OF THE MAYOR AND BOARD OF TRUSTEES
AND THE SCHEDULE OF REGULAR MEETINGS OF
COMMISSIONS AND COMMITTEES OF THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, section 2.02 of the Illinois Open Meetings Act (5 ILCS 120/2.02) requires that every public body shall give public notice of the schedule of its regular meetings at the beginning of each calendar year and shall state the regular dates, times and places of such meetings; and

WHEREAS, section 2.02 of the Illinois Open Meetings Act further requires that the public body shall supply copies of the notice of its regular meetings, and notice of any special, emergency, rescheduled or reconvened meeting to any news medium that has filed an annual request for such notice; and

WHEREAS, section 2.02 of the Illinois Open Meetings Act further requires that the notice of the annual schedule of meetings of the Village of Willowbrook be posted on the Village website and remain so posted until a new public notice of the schedule of regular meetings is approved.

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

SECTION ONE. That the schedule of regular meetings of the Mayor and Board of Trustees and the schedule of regular meetings of all commissions and committees of the Village of Willowbrook, DuPage County, Illinois for the calendar year 2026, attached hereto as Exhibit "A", be and is hereby approved and adopted.

SECTION TWO. That all said regular meetings of the Mayor and Board of Trustees, unless otherwise noted, for the 2026 calendar year shall take place at 6:30 p.m. at the Village of Willowbrook Community Resource Center, 825 Midway Drive, Willowbrook, Illinois 60527.

SECTION THREE. The Village Clerk or her designee is hereby directed to give notice of the dates, times and places of all such regular meetings of the Village of Willowbrook, as well as any special, emergency, rescheduled or reconvened meeting to any news medium that has filed a request for such notice.

SECTION FOUR. Notice of the scheduled times and place of all regular meetings for the calendar year 2026 shall be further made available to any member of the public and any news medium requesting a schedule of meetings.

PASSED and **APPROVED** this 24th day of November, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

VILLAGE OF WILLOWBROOK – REGULAR MEETINGS 2026



Village of WILLOWBROOK

VILLAGE OF WILLOWBROOK - REGULAR MEETINGS 2026

(Updated 11/24/2025)

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Please view the Village website, willowbrookil.org, for updates.

MAYOR AND BOARD OF TRUSTEES – All meetings of the Mayor and Board of Trustees of the Village of Willowbrook will be held at the Community Resource Center (CRC), 825 Midway Drive, Willowbrook, Illinois.

Monday, January 12, 2026 @ 6:30 p.m.

Monday, January 26, 2026 @ 6:30 p.m.

Monday, February 9, 2026 @ 6:30 p.m.

Monday, February 23, 2026 @ 6:30 p.m.

Monday, March 9, 2026 @ 6:30 p.m.

Monday, March 23, 2026 @ 6:30 p.m.

Monday, April 13, 2026 @ 6:30 p.m.

Monday, April 27, 2026 @ 6:30 p.m.

Monday, May 11, 2026 @ 6:30 p.m.

Tuesday, May 26, 2026 @ 6:30 p.m.

Monday, June 8, 2026 @ 6:30 p.m.

Monday, June 22, 2026 @ 6:30 p.m.

Monday, July 13, 2026 @ 6:30 p.m.

Monday, July 27, 2026 @ 6:30 p.m.

Monday, August 10, 2026 @ 6:30 p.m.

Monday, August 24, 2026 @ 6:30 p.m.

Monday, September 14, 2026 @ 6:30 p.m.

Monday, September 28, 2026 @ 6:30 p.m.

Monday, October 12, 2026 @ 6:30 p.m.

Monday, October 26, 2026 @ 6:30 p.m.

Monday, November 9, 2026 @ 6:30 p.m.

Monday, November 23, 2026 @ 6:30 p.m.

Monday, December 21, 2026 @ 6:30 p.m.

Exceptions:

- Budget Workshops:
 - January 15, 2026 – 5:30 pm
 - February 12, 2026 – 5:30 pm
 - March 12, 2026 – 5:30 pm
- Only one meeting will be held in December on the third Monday.



Village of **WILLOWBROOK**

VILLAGE OF WILLOWBROOK - REGULAR MEETINGS 2026

PAGE 2

PLAN COMMISSION – All meetings of the Plan Commission of the Village of Willowbrook will be held at the Community Resource Center (CRC), 825 Midway Drive, Willowbrook, Illinois

Wednesday, January 14, 2026 @ 7:00 p.m.
Wednesday, February 4, 2026 @ 7:00 p.m.
Wednesday, March 4, 2026 @ 7:00 p.m.
Wednesday, April 1, 2026 @ 7:00 p.m.
Wednesday, May 6, 2026 @ 7:00 p.m.
Wednesday, June 3, 2026 @ 7:00 p.m.

Wednesday, July 8, 2026 @ 7:00 p.m.
Wednesday, August 5, 2026 @ 7:00 p.m.
Wednesday, September 2, 2026 @ 7:00 p.m.
Wednesday, October 7, 2026 @ 7:00 p.m.
Wednesday, November 4, 2026 @ 7:00 p.m.
Wednesday, December 2, 2026 @ 7:00 p.m.

Exceptions: Meetings in January and July will be held on the second Wednesday

The following meetings will be held at the Willowbrook Police Department, 7760 Quincy Street, Willowbrook, Illinois:

BOARD OF POLICE COMMISSIONERS

3rd Friday of every month – 9:00 a.m.

POLICE PENSION FUND-BOARD OF TRUSTEES

Wednesday, January 21, 2026 @ 8:00 a.m.
Wednesday, April 15, 2026 @ 8:00 a.m.
Wednesday, July 15, 2026 @ 8:00 a.m.
Wednesday, October 21, 2026 @ 8:00 a.m.

NOTE: Please view the Village website for updates or changes to meeting locations, willowbrookil.org



Village of
WILLOWBROOK

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.f.

DATE: November 24, 2025

SUBJECT:

AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2025 AND ENDING APRIL 30, 2026, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

A property tax levy is necessary to fund certain expenses and liabilities for the fiscal year beginning May 1, 2025 and ending April 30, 2026.

BACKGROUND/SUMMARY

The *Truth-in-Taxation Act* of the State of Illinois, 35 ILCS 100/18-60 requires that Village management estimate the amount of funding necessary to be generated from property tax revenue from year to year, exclusive of costs to conduct elections, as required by the *Election Code* and annual debt levies. This estimate must be made not less than twenty days prior to adoption of the aggregate property tax levy.

At the October 27, 2025 Village Board of Trustees' meeting, Village staff presented a proposed Special Recreation Tax Levy in the amount of \$65,885 to be used to fund certain accessible park programs and projects, as required by the *American Disabilities Act* (ADA). Resolution 25-R-58, which estimated the amount of the property tax levy, was approved at the October 27, 2025 Board of Trustees meeting.

The required twenty-day period to pass the Ordinance that adopts the tax levy has now elapsed, and, therefore, the attached Ordinance is to be adopted and filed with the DuPage County Office of the County Clerk before the last Tuesday of December.

FINANCIAL IMPACT

The proposed 2025 property tax levy of \$65,885 represents a \$1,690, or 2.5% decrease from the prior year property tax levy. The property tax levy includes planned expenditures related to ADA accessibility at each of the Village's parks.

RECOMMENDED ACTION:

Pass the Ordinance for the 2025 property tax levy.

ORDINANCE NO. 25-O-_____

**AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE
FISCAL YEAR COMMENCING ON MAY 1, 2025 AND ENDING APRIL 30, 2026,
OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, this ordinance shall be designated and known as an ordinance providing for the “Levy Taxes for the Fiscal Year Commencing on May 1, 2025 and ending April 30, 2026”; and

WHEREAS, on or about April 14, 2025, the corporate authorities of the Village of Willowbrook passed Ordinance No. 25-O-07, entitled “Annual Appropriation Ordinance Village of Willowbrook, DuPage County, Illinois for the Fiscal Year Beginning May 1, 2025 and Ending April 30, 2026”; and

WHEREAS, the corporate authorities of the Village of Willowbrook, by this Ordinance, desire to levy such taxes as are necessary to defray all expenses and liabilities for the fiscal year commencing May 1, 2025 and ending April 30, 2026.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Willowbrook have and hereby do ascertain the total amount of appropriations legally made and all amounts deemed necessary to defray additional expenses and liabilities for all corporate purposes to be provided for by the levy of taxes for the fiscal year commencing May 1, 2025 and ending April 30, 2026, as follows:

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		AMOUNT APPROPRIATED (in dollars)	AMOUNT LEVIED (in dollars)
01-20-590-518	ADA Gateway/SEASPAR Member	\$89,000	\$65,885
01-20-590-519	ADA – Park Maintenance	-	-
01-20-590-520	ADA – Accommodations	-	-
01-20-590-521	ADA – Park Improvements	-	-
	TOTAL EXPENDITURES	\$89,000	\$65,885

SECTION 2: That there be and hereby is levied a tax, pursuant to 65 ILCS 5/11-95-14, for the fiscal year commencing on May 1, 2025 and ending April 30, 2026, upon all property subject to taxation within the Village of Willowbrook, DuPage County, as such property is assessed and equalized for State and County purposes for the current year, the sum of \$65,885 for the purposes and the funds set forth in Section 1 of this Ordinance.

SECTION 3: That the Village Clerk be and the same is hereby directed to certify a copy of this Ordinance and file said certified copy with the County Clerk of DuPage County, within the time specified by law.

SECTION 4: There is hereby certified to the County Clerk of DuPage County, Illinois the sums aforesaid, constituting the total amount of \$65,885, which said total amount the Village of Willowbrook, DuPage County, Illinois, requires to be raised by taxation for the fiscal year May 1, 2025 to April 30, 2026 of said Village.

SECTION 5: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

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SECTION 6: That this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED and **APPROVED** this 24th day of November, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, Frank A. Trilla, do hereby certify that I am the duly qualified Mayor of the Village of Willowbrook, DuPage County, Illinois, and as such presiding officer, I certify that the Tax Levy Ordinance, Ordinance No. 2025-O-____, for the fiscal year commencing May 1, 2025 and ending April 30, 2026, a copy of which is attached hereto, was adopted pursuant to, and in all respects in compliance with, the provisions of Division 2 of Article 18 of the Illinois Property Tax Code and Truth in Taxation Law, including the estimate, notice and hearing requirements of Section 18-60 through 18-85 (35 ILCS 200/18-60 through 18-85). I do further certify that the provisions of Sections 18-60 through 18-85 of the "Truth in Taxation Act" (35 ILCS 200/18-55, *et seq.*) are inapplicable to its 2025-2026 Tax Levy Ordinance, passed this 24th day of November, 2025.

IN WITNESS WHEREOF, I hereunto affix my official signature at Willowbrook, Illinois,
this 24th day of November, 2025.

Frank A. Trilla, Mayor

(SEAL)

ATTEST:

Gretchen Boerwinkle, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE) SS.
)

CERTIFICATION

I, Gretchen Boerwinkle, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Willowbrook, DuPage County, Illinois, and as such Clerk I am the keeper of the records and files of the Village of Willowbrook. I do further hereby certify that the attached and foregoing is a true and complete copy of Ordinance No. 25-O-____, an “Ordinance Providing for the Levy of Taxes for the Fiscal Year Commencing on May 1, 2025 and Ending April 30, 2026,” of the Village of Willowbrook, as adopted by the Mayor and Board of Trustees of the Village of Willowbrook at its properly convened meeting held on the 24th day of November, 2025, as appears from the official records of the Village of Willowbrook in my care and custody.

(SEAL)

Gretchen Boerwinkle, Village Clerk



Village of **WILLOWBROOK**

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.g.

DATE: November 24, 2025

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE MUNICIPAL GIS PARTNERS, INCORPORATED AND THE VILLAGE OF WILLOWBROOK FOR SUPPORT SERVICES IN CONNECTION WITH THE VILLAGE'S GEOGRAPHICAL INFORMATION SYSTEM ("GIS") AT A COST NOT TO EXCEED \$49,942.56.

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff is seeking the Village Board approval and authorization for a one-year renewal with the GIS Consortium (GISC) and with Municipal GIS Partners (MGP) for municipal GIS services.

BACKGROUND/SUMMARY

The Board of Trustees approved a 5-year agreement with GISC and MGP on November 12, 2024. GISC member communities need to approve contract renewals in typically 1- or 3-year renewal agreements due to updated Statements of Work being provided for each specific calendar year outlook.

The Village of Willowbrook was onboarded into the GISC earlier this Spring and has been pleased with the resources that membership within the GISC has made available. Staff is hoping to deploy various GIS solutions in the coming months and are excited to introduce programs to our community that have proved successful and supportive in other municipalities.

FINANCIAL IMPACT

The total cost of the renewal is \$49,942.56 for an agreement period of 1/1/26 to 12/31/26.

For fiscal year 25/26, the estimated costs are \$16,647.52, with the remaining annual 2026 balance of \$33,295.04 included under the FY 26/27 budget. Moving forward, annual costs will continue to follow the same pattern with four months of costs, January to April, falling in one fiscal year, and the remaining 8 months, May through December, funded in the following fiscal year.

RECOMMENDED ACTION:

Staff recommends Village Board approval and authorization of a one-year renewal with the GIS Consortium (GISC) and with Municipal GIS Partners (MGP) for municipal GIS services.

RESOLUTION NO. 25-R—

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE
MUNICIPAL GIS PARTNERS, INCORPORATED AND THE VILLAGE OF
WILLOWBROOK FOR SUPPORT SERVICES IN CONNECTION WITH THE
VILLAGE'S GEOGRAPHICAL INFORMATION SYSTEM ("GIS")
AT A COST NOT TO EXCEED \$49,942.56**

WHEREAS, the corporate authorities of the Village of Willowbrook (the "Village") previously approved a certain Intergovernmental Grant Agreement ("IGA") between the Village and the Geographic Information System Consortium ("GISC"); and

WHEREAS, the GISC specifies the use of the GIS Consortium's services provider, Municipal GIS Partners, Incorporated, responsible for providing the necessary professional staffing resource support services in connection with the Village's geographical information system.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the proposal and Agreement from Municipal GIS Partners, Incorporated, attached hereto as Exhibit "A", is hereby approved, at a total cost not to exceed Forty-Nine Thousand Nine Hundred Forty-Two and 56/100ths Dollars (\$49,942.56).

BE IT FURTHER RESOLVED that the Village Mayor be and is hereby authorized and directed to execute said Agreement and the Village Clerk is hereby authorized to attest to the Mayor's signature, all on behalf of the Village, attached hereto as Exhibit "A".

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

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 24th day of November, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**GIS CONSORTIUM SERVICE PROVIDER CONTRACT
MUNICIPAL GIS PARTNERS, INCORPORATED**

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2026 (the “**Effective Date**”), by and between the Village of Willowbrook, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the "***Municipality Manager***") in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "**Initial Term**").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "**Renewal Term**").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8 ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GISC Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("***Confidential Information***"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary

information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or

the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "Act"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "Applicable Regulations")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "Department") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“**Dispute**”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527
Attention: Rick Valent
E-mail: rvalent@willowbrook.il.us

If to Consultant: Municipal GIS Partners, Incorporated
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 **Force Majeure**. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "***Force Majeure***"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

VILLAGE OF WILLOWBROOK

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

**CONSULTANT: MUNICIPAL GIS
PARTNERS, INCORPORATED**

By: _____
Name: Brian Dieker
Its: Business Operations Manager

By: _____
Name: Thomas A. Thomey
Its: President

Attachment 1

**Statement of Work
to
GIS Consortium Service Provider Contract**

(see attached)



www.mgpinc.com

Attachment 1 – Tradition Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete Geographic Information System (GIS) program staffing with technology cost distribution across GISC members
- Access to all membership solutions and products
- Participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will manage, develop, operate, and maintain all or part of the Village of Willowbrook (the Municipality) GIS program, as directed by the Municipality. Additionally, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program, including:

- Technical professionals supporting the Municipality's program needs
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the fulfillment of Municipality requests, execution of planned projects, and maintenance of the Municipality program required to support the system.

Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Direct Program Hours

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2026, through December 31, 2026

Direct Program Hours: 330.00

{Onsite presence: Average of 3.09 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.}

Fees and Expenses

The fee for the direct program hours set forth above is **\$4,161.88** per month. The total contract value for the agreement period is **\$49,942.56**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products, and solutions. Services include:

1. Consulting and reporting with all Municipality departments
2. Project identification, management, and delivery
3. User training and onboarding
4. Resource management and scheduling

Data Management

The Consultant is responsible for the GIS and related data based on priorities as directed by the Municipality, including data creation, management, and delivery.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Formation and support of key data stakeholder teams
5. Data management documentation for Municipality layers

Products and Solutions

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Integration with ERP and department systems
4. Identifying and communicating new solution opportunities
5. Managing existing solutions to agreed service levels
6. Infrastructure monitoring, alerting, and mitigation
7. Patching, updating, and securing shared infrastructure
8. Researching and evaluating opportunities for development
9. Resource planning and scheduling
10. Scalability planning and right sizing
11. Technical documentation
12. Testing and quality certification

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows

2. **Address Verification**: A product to assess and score community address quality across department systems
3. **Asset Management and Manager Dashboards**: A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer**: A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal**: An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Local Government Data Model**: A database standard developed for, and in partnership with, members of the GISC
7. **myGIS**: A secure staff accessible mapping system to discover and analyze all Municipality GIS data
8. **Project Sharing Catalog**: A resource that showcases available projects and solutions for collaboration, visibility, and reuse across teams
9. **Real-Time Solutions**: A resource that showcases available projects and solutions for collaboration, visibility, and reuse across teams
10. **Story Maps**: A tool to consume and visualize data from real-time sensors and assets

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.

Attachment 2

**Insurance
to
GIS Consortium Service Provider Contract**

(see attached)



Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
2. The Consultant's insurance coverage shall be primary as respects the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers.
4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.



Village of **WILLOWBROOK**

Police

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.

DATE: November 24, 2025

SUBJECT:

AN ORDINANCE TO ESTABLISH ADMINISTRATIVE PROCEDURES TO DETERMINE ELIGIBILITY UNDER THE PUBLIC SAFETY EMPLOYEE BENEFITS ACT IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Reapprove an ordinance to establish administrative procedures to determine eligibility under the Public Safety Employee Benefits Act (PSEBA) which was previously passed on February 26, 2018 (18-O-07) but never codified.

BACKGROUND/SUMMARY

On February 26, 2018, the Village Board was presented with an ordinance to establish administrative procedures to determine eligibility under the Public Safety Employee Benefits Act (PSEBA). At that time, staff provided the following background information regarding the ordinance:

The Public Safety Employee Benefits Act (PSEBA) was enacted by the Illinois General Assembly in November of 1997 over Governor Edgar's veto at the time. Among other requirements, the PSEBA provides municipal-paid health insurance to a public safety officer who is "catastrophically injured" in the line of duty until the individual reaches Medicare age. The officer's spouse and children (until they reach the age of majority) are also entitled to free health insurance coverage under the Act.

Although the law was enacted for altruistic reasons, given the inherent risks associated with the performance of duties by fire and police personnel in responding to an emergency, on March 20, 2003 the Illinois Supreme Court issued its decision in the Krahe v. City of Bloomington case in which the Supreme Court interpreted the term "catastrophic injury" to mean any injury that qualifies an individual for a line-of-duty disability pension. As a result, minor injuries that had not occurred while personnel were engaged in a fresh pursuit, investigating a criminal act, or responding to an emergency are being approved for PSEBA benefits. This, arguably, is not the original intent of the PSEBA, and the Village has joined the DMMC and other governmental councils of government (COGs) for years to enact PSEBA legislation reform. Unfortunately, those efforts have not resulted in changes to the law as of yet to appropriately define a catastrophic injury."



In 2017, in the case of Englum v. Charleston, the Illinois Appellate Court concluded that a non-home rule municipality had the authority to enact an ordinance establishing administrative procedures to determine disabled firefighters and police officers' eligibility for benefits under PSEBA. The ability for the local jurisdiction to determine eligibility for benefits under PSEBA is preferable than having a court decide and is in the best interest of the municipality and its citizens.

Attorney Bastian drafted the attached ordinance which serves to amend the Village Code of Ordinances to create a local administrative procedure to govern the application and determination of benefits under the PSEBA. The local application procedure would include completion of a benefit application form to be delivered to the Village Administrator for review. The Village Administrator shall then make an initial determination. If benefits are denied on the preliminary record, the applicant shall have the right to request a hearing convened by the Mayor and overseen by a hearing officer appointed by the Mayor. An administrative hearing would be held to adjudicate and determine whether the applicant is eligible for benefits under PSEBA. The hearing officer's determination would then be presented to the Village Board for acceptance. An appeal of the accepted determination would be through judicial review at Circuit Court.

Ordinance 18-O-07 was unanimously passed by the Village Board on the same date it was presented. Following its passage, the ordinance was forwarded for codification. However, this process coincided with the transition of our codification vendor from Sterling Codifiers to American Legal Publishing.

During this changeover, it appears that Ordinance 18-O-07 was never codified. Furthermore, American Legal Publishing did not retain records from prior to their acquisition of Sterling Codifiers. As a result, the ordinance was not incorporated into the Village Code.

Since the ordinance was never codified, and the Administrative Adjudication ordinance has since been placed in the chapter originally designated for the PSEBA ordinance, the Village Board will need to reapprove and adopt Ordinance 18-O-07. Upon passage, it should be assigned to a new chapter within the Village Code.

FINANCIAL IMPACT

There is no financial impact directly related to the passage of this ordinance.

RECOMMENDED ACTION:

Adopt the ordinance to establish administrative procedures to determine eligibility under the Public Safety Employee Benefits Act (PSEBA).

ORDINANCE NO. 25-O-_____

**AN ORDINANCE TO ESTABLISH ADMINISTRATIVE PROCEDURES TO
DETERMINE ELIGIBILITY UNDER THE PUBLIC SAFETY EMPLOYEE BENEFITS
ACT IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the Village of Willowbrook, DuPage County, Illinois (hereinafter the "Village") is a home rule municipality pursuant to Article VII, Section 6, of the 1970 Illinois Constitution; and

WHEREAS, the Village, by Ordinance No. 18-O-7, approved and established an administrative procedure for determining claims for benefits under the Public Safety Employee Benefits Act (820 ILCS 320/1 *et seq.*), subject to judicial review by seeking a common law writ of certiorari; and

WHEREAS, by Ordinance No. 18-O-7, the corporate authorities of the Village of Willowbrook approved amendments to Village Code of Ordinances to create an administrative procedure to govern the application and determination of benefits under the Public Safety Employee Benefits Act and further found that establishing such an administrative procedure was in the best interest of the municipality and its citizens; and

WHEREAS, subsequent to its passage and approval by the corporate authorities of the Village of Willowbrook, the ordinance was submitted to the Village's codification vendor to be codified, however, the ordinance was never codified and incorporated into the Village Code;

WHEREAS, the corporate authorities of the Village of Willowbrook now desire to rectify this codification error and amend its Village Code to create an administrative procedure to govern the application and determination of benefits under the Public Safety Employee Benefits Act and further find that establishing such an administrative procedure is in the best interest of the municipality and its citizens.

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 recitals set forth in the preamble are hereby incorporated herein by reference and made a part of this Ordinance.

Section 2: That Title 1, entitled “ADMINISTRATIVE” as amended, shall be further amended by adding thereto Chapter 16, entitled “ADMINISTRATIVE PROCEDURE TO DETERMINE ELIGIBILITY UNDER THE PUBLIC SAFETY EMPLOYEE BENEFITS ACT,” which Chapter shall read as follows:

“CHAPTER 16

ADMINISTRATIVE PROCEDURE TO DETERMINE ELIGIBILITY UNDER THE PUBLIC SAFETY EMPLOYEE BENEFITS ACT

1-16-1. PURPOSE

The purpose of this Chapter is to provide a fair and efficient method of determining the eligibility of an employee for the benefits enumerated under the Public Safety Employee Benefits Act, 820 ILCS 320/1 *et seq.*, (“PSEBA”), through an administrative process including, if necessary, an administrative hearing. All benefits provided under this Chapter shall be consistent with PSEBA.

1-16-2. POLICY AND PROCEDURE FOR ADMINISTERING APPLICATIONS FOR PSEBA BENEFITS

A. Application for PSEBA Benefits.

The Village of Willowbrook (“Village”) shall maintain a PSEBA benefit application form which shall be the standard form required for a PSEBA benefit applicant (hereinafter the “Applicant”) to request benefits under PSEBA. The form shall be completed pursuant to the instructions on the application and delivered to the Village Administrator for review and consideration. The Applicant shall provide, along with the application and the required information therein, any medical records regarding the injury, any decisions by a governing public safety pension board and supporting documentation related to such pension board decisions, and any additional pertinent documentation that the Applicant wants to have considered or that is requested by the Village.

The PSEBA benefit application form must be signed, sworn and notarized to certify the truthfulness of the content of the information contained in the completed application. The application shall also include a PSEBA medical authorization release and a PSEBA general information release, executed and notarized by the Applicant. Both the PSEBA medical release and the PSEBA general information release authorize the collection of information related to the incident that qualifies the Applicant for benefits under PSEBA, including, but not limited to, the disability pension proceedings, workers' compensation records and medical records.

Applicant must file a completed application within thirty (30) days of the governing safety pension board's granting of a line-of-duty pension disability pension or within thirty (30) days of the date of the adoption of this Ordinance, whichever is later.

The Village Administrator shall notify Applicant in writing if the application is incomplete and Applicant shall have five (5) business days to remedy the application.

The Village Administrator's review of the PSEBA benefit application will not occur until the application is complete including the completion of the PSEBA medical authorization release and a PSEBA general information release.

B. Application Review Process.

1. When the Village Administrator receives a complete and executed application, the Village Administrator shall review the application and engage in such additional fact-finding and/or investigation as may be deemed necessary or appropriate to evaluate the application, including, but not limited to the review of public safety pension board hearing transcripts and decisions, workers' compensation documentation, and independent medical examinations. If additional fact-finding and/or investigation is determined to be necessary, Applicant shall fully cooperate. If Applicant refuses or otherwise fails to fully cooperate, then the application for PSEBA benefits shall be deemed withdrawn.
2. If additional fact-finding and/or investigation set forth above is determined to be necessary by the Village Administrator, the Applicant shall fully cooperate. If the Applicant refuses or otherwise fails to fully cooperate, then a written notice shall be sent to the Applicant, U.S. mail, postage prepaid, reiterating the duty of full cooperation in the fact-finding and/or investigation process. If the Applicant fails to cooperate as requested within twenty-one (21) calendar days after service of such notice, then the application for PSEBA benefits shall be deemed withdrawn.
3. The Village Administrator shall make an initial determination, with a copy to

Applicant, within forty- five (45) calendar days after the later of the following:

- a. the submission of all documentation relevant to the application; or
- b. the completion of such additional fact-finding or investigation as deemed necessary or appropriate by the Village Administrator (as stated in paragraphs B.1 and B.2 above).

The Village Administrator's written determination may include:

- a. Applicant is ineligible for benefits under PSEBA and application is denied;
- b. Applicant is eligible for benefits under PSEBA; or
- c. a hearing as set forth in Section 1-16-3(C) of this chapter should be convened in order to determine whether or not Applicant is eligible for benefits under PSEBA.

4. If the Village Administrator denies benefits under PSEBA based on the preliminary record, the Applicant shall have the right to request a hearing, as set forth in section 1-16-3 below, by submitting a written request for such hearing to the Village Administrator within thirty (30) calendar days from the date of the Village Administrator's initial determination.

1-16-3. **POLICY AND PROCEDURE FOR HEARINGS FOR PSEBA BENEFITS**

If the Village Mayor makes the determination that a hearing should be convened or the Applicant requests a hearing, the Village Mayor shall convene a hearing which shall be overseen by a hearing officer, appointed by the Village Mayor, as set forth in Section 1-16-3(B)., below, whose power and authority and limitations are as follows:

- A. **Power of the Hearing Officer.** The hearing officer shall have all of the powers granted to him or her under common law relative to the conduct of an administrative hearing including the power to:
 1. preside over the administrative hearing;
 2. administer oaths;
 3. hear testimony and accept evidence that is relevant to the issue of eligibility under PSEBA;
 4. issue subpoenas to secure attendance of witnesses and the production of relevant papers or documents upon the request of the parties or their representatives;
 5. rule upon objections presented at the administrative hearing;
 6. preserve and authenticate the record of the hearing and all exhibits in evidence introduced at the hearing;

7. issue a determination based on the evidence presented at the hearing, the determination of which shall be in writing and shall include a written finding of facts, decision and order.
- B. Hearing Officer. The Village Mayor is authorized to appoint a hearing officer for each administrative hearing held under this chapter. A hearing officer must be an attorney in good standing who is licensed to practice law in Illinois for a minimum of three (3) years preceding his/her appointment. In making the appointment, the Village Mayor must consider the candidate's ability to perform the requirements of a hearing officer and his or her knowledge and experience in administrative practice, the rules of evidence, civil procedure, and laws concerning PSEBA and other benefits for public-safety employees.
- C. Administrative Hearing. An administrative hearing shall be held, under the guidelines set forth below, to adjudicate and determine whether Applicant is eligible for benefits under PSEBA. If Applicant is found eligible, the benefits shall be consistent with PSEBA.
 1. Time and date. The Village shall notify Applicant of the administrative hearing pursuant to a written notice served upon Applicant via U.S. Mail, postage prepaid, at least ten (10) calendar days prior to the scheduled hearing. Such notice will indicate the date, time and place that the hearing will be held, as established by the Village, along with the name and contact information of the hearing officer who will preside at the hearing. If Applicant cannot attend said hearing on the date or time as indicated in the notice, Applicant must contact the hearing officer within seven (7) business days of service of the notice to coordinate an alternative hearing date. Failure to coordinate an alternative date or appear at the scheduled hearing may result in the denial of PSEBA benefits.
 2. Record. All hearings shall be attended by a certified court reporter who shall make a transcript of all proceedings.
 3. Procedures. The Village, by the Mayor or his or her designee, and Applicant shall be parties to the administrative proceedings and each shall be entitled to representation by counsel at the administrative hearing. Each party may present witnesses, may present testimony and documents, may cross-examine opposing witnesses, and may request the issuance of subpoenas to compel the appearance of relevant witnesses or the production of relevant documents.
 4. Evidence. The rules of evidence as set forth in the Illinois Code of Evidence shall apply unless, by such application, the hearing officer determines that application of the rule would be an injustice or preclude the introduction of evidence of the type commonly relied upon by a reasonably prudent person in the conduct of her or his affairs. Such determination shall be in the sole discretion of the hearing officer.

5. Determination. Within ninety (90) days from the conclusion of the administrative hearing, the hearing officer shall issue a determination of whether the petitioning Applicant is eligible for benefits under PSEBA. This determination shall be in writing and shall include a written finding of facts, decision and order. The determination by the hearing officer shall constitute a final administrative determination for the purpose of judicial review under the common law writ of *certiorari*.
6. Acknowledgment of Determination. The hearing officer's determination shall be presented to the Mayor and Board of Trustees at the next regularly scheduled Village Board meeting (subject to the notice provisions of the Open Meetings Act). At that meeting, the Mayor and Board of Trustees shall:
 - a. accept the hearing officer's determination, by resolution; or
 - b. decide, by motion, to timely appeal the hearing officer's determination to the appropriate circuit court for judicial review in the manner provided by law regarding whether or not Applicant is eligible and qualified for benefits under PSEBA. Once the court (either the circuit court or any subsequent appellate court if the matter is appealed further by either party) makes a final decision regarding whether or not Applicant is eligible for benefits under PSEBA, the Mayor and Board of Trustees shall, by resolution, acknowledge and accept the court's final decision.
7. Burden of Proof. Applicant shall have the obligation and burden of proof to establish that Applicant is eligible and qualified to receive PSEBA benefits. The standard of proof in all hearings conducted under this Ordinance shall be by the preponderance of the evidence.
8. Administrative Records. All records pertaining to the administrative process will be held within the office of the Village Clerk, in a file in the public safety officer's name, separate from the employee's personnel file."

Section 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

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Section 4. This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form in the manner provided by law.

PASSED and APPROVED this 24th day of November, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk



Village of **WILLOWBROOK**

**Community
Development**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.

DATE: 11/24/2025

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO AN AGREEMENT WITH HOUSEAL LAVIGNE ASSOCIATES, LLC FOR UPDATES TO THE VILLAGE OF WILLOWBROOK'S UNIFIED DEVELOPMENT ORDINANCE FOR MIXED – USE DISTRICT STANDARDS

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 purpose of this item is to seek Village Board approval of a contract amendment with Houseal Lavigne Associates for the draft, preparation, and presentation of the Mixed-Use District Standards for inclusion in the Village's Unified Development Ordinance (UDO).

This targeted update will incorporate new mixed-use district regulations that were drafted but not adopted under the prior UDO project.

BACKGROUND/SUMMARY

During the Comprehensive Plan update, a mixed-use district concept was introduced and discussed for the future land development in Willowbrook. A Mixed-Use District does not exist; however the district was adopted as part of the final version of the Comprehensive Plan. As outlined in the attached memorandum from Houseal Lavigne dated October 29, 2025, the proposed scope of work focuses on targeted amendments to specific UDO sections to incorporate mixed-use district regulations.

The proposed text amendments for the Mixed-Use District will include updates to chapters covering:

- District establishment and standards,
- Use-specific and general development standards, and
- Sign standards.

The consultant will prepare revised ordinance drafts, coordinate staff review meetings, and present the proposed changes to the Village Board Committee of the Whole prior to final adoption.

Houseal Lavigne has estimated the total cost of the targeted update at \$21,000. The firm has confirmed that the Village may utilize remaining budgeted funds from the Comprehensive Plan project in the prior fiscal year, which total approximately \$35,000, to cover this work.

A budget amendment will be presented at a future date to allocate the \$21,000 cost, as specific project budgets do not roll over between fiscal years. No additional funding will be requested for this project; the amendment will simply reallocate funds previously approved by the Village Board.



FINANCIAL IMPACT

There is no additional cost associated with the Houseal Lavigne contract for the Mixed-Use District language. Funding for this work will be covered by the remaining funds previously approved for the Comprehensive Plan project budget.

RECOMMENDED ACTION:

Staff recommends approval of the resolution for Houseal Lavigne to complete the Mixed-Use District language to update the UDO.



MEMORANDUM

CHICAGO

188 W Randolph Street Suite 200
Chicago, IL 60601
312-372-1008

Date: October 29, 2025

SENT VIA EMAIL

LOS ANGELES

360 E 2nd Street Suite 800
Los Angeles, CA 90012
213-259-1008

To: Michael Krol, Director of Community Development
Village of Willowbrook

From: Houseal Lavigne
Kari Papelbon, AICP, CFM | Senior Project Manager

HELENA

317 Cruse Ave Suite 202
Helena, MT 59601
406-944-1008

Re: **Willowbrook Code Update – Mixed-Use District Standards Targeted Update**

SEATTLE

999 3rd Ave Suite 700
Seattle, WA 98104
206-828-1008

The purpose of this memorandum is to provide the Village of Willowbrook with a proposed Scope of Work and timeline to complete a Mixed-Use District Targeted UDO Update. While the Mixed-Use District regulations had been drafted under the previous UDO contract, they were not included in the adopted UDO. Houseal Lavigne understands that the Village is now ready to incorporate the Mixed-Use District regulations, several revisions for which are required.

MILWAUKEE

313 North Plankinton Avenue,
Milwaukee, WI 53203
414-392-1008

PROPOSED SCOPE OF WORK

The Scope of Work presented in this memo focuses on targeted amendments to specific sections of Willowbrook's UDO to incorporate regulations related to a new Mixed-Use District.

Step 1: Draft Targeted UDO Updates – Mixed-Use District

Houseal Lavigne will prepare targeted amendments to the following portions of the existing UDO:

- **Chapter 2, Establishment of Districts**
 - Section 9-2-1: Districts Established
 - Section 9-2-2(B): Nonresidential Districts
- **Chapter 3, District Specific Standards**
 - Table 9-3-1: Bulk and Dimensional Standards
 - Section 9-3-5: Permitted, Special, and Temporary Uses
- **Chapter 4, Use-Specific Standards**
 - Section 9-4-02(C): Multiple Family Dwelling, All Units
 - Section 9-4-05: Service and Office Uses
- **Chapter 5, General Development Standards**
 - Section 9-5-01(E): Off-Street Parking Required

- Section 9-5-08: General Townhouse, Multifamily, Mixed-Use, and Nonresidential Design Standards
- **Chapter 6, Sign Standards**
 - Table 9-6-04: Permitted and Allowed Sign Types by District
 - Section 9-06-05(C): Multi-Tenant Monument Signs

Existing language from these Chapters will be redlined per the feedback received from staff on the previous draft of the Mixed-Use District standards. After incorporating staff feedback, the proposed changes will be presented to the Village Board Committee of the Whole for comment.

- a. Draft 1 Targeted Revisions
- b. Staff Review Calls (up to 2)
- c. Draft 2 Targeted Revisions
- d. Village Board Committee of the Whole Presentation (in-person)

Step 2: Final Targeted Revisions and Adoption

During this step, feedback received from the Village Board Committee of the Whole will be incorporated and a final version of all targeted revision chapters will be prepared for adoption.

- a. Final Draft Targeted Revisions
- b. Planning Commission Public Hearing (in-person)
- c. Village Board Adoption (in-person)

PROPOSED BUDGET

We intend to utilize remaining funds from the Comprehensive Plan project, of which \$35,000 remain. The anticipated cost for the Mixed-Use District Standards Targeted Update is \$21,000.

PROPOSED TIMELINE

D = Deliverable; V = Virtual Meeting; M = In-Person Meeting

Steps	Nov	Dec	Jan	Feb
Step 1: Draft Targeted UDO Updates - Mixed-Use District				
1a. Draft 1 Targeted Revisions		D		
1b. Staff Review Calls (up to 3)		V		
1c. Draft 2 Targeted Revisions			D	
1d. Village Board Committee of the Whole Presentation (in-person)			M	
Step 2: Final Targeted Revisions and Adoption				
2a. Final Draft Targeted Revisions		D		
2b. Planning Commission Public Hearing (in-person)		M		
2c. Village Board Adoption (in-person)			M	

RESOLUTION NO. 25-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
FIRST AMENDMENT TO AN AGREEMENT WITH HOUSEAL LAVIGNE
ASSOCIATES, LLC FOR UPDATES TO THE VILLAGE OF WILLOWBROOK'S
UNIFIED DEVELOPMENT ORDINANCE FOR MIXED – USE DISTRICT
STANDARDS**

WHEREAS, the Village, by Resolution No. 23-R-01, approved a professional services agreement with Houseal Lavigne Associates, LLC to provide professional consulting services in preparation of the Village's Comprehensive Plan Updates; and

WHEREAS, the Village and Houseal Lavigne Associates, LLC desire to amend the Agreement by entering into that certain First Amendment to the Agreement for updates to the Village of Willowbrook's Unified Development Ordinance ("UDO") for Mixed-Use District Standards between Houseal Lavigne Associates, LLC and the Village of Willowbrook.

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 Houseal Lavigne Associates, LLC for the provision of consulting services for the Village of Willowbrook's UDO Mixed-Use District Standards is hereby approved, and the Village Mayor is hereby directed to execute, on behalf of the Village, the First Amendment to the Agreement between Houseal Lavigne Associates, LLC and the Village of Willowbrook, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 2: That this Resolution shall be in full force and effect from and after its passage, as provided by law.

PASSED and APPROVED this 24th day of November, 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 WITH
HOUSEAL LAVIGNE ASSOCIATES, LLC FOR WILLOWBROOK CODE UPDATES**

**FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES
FOR UPDATES TO THE VILLAGE OF WILLOWBROOK'S UNIFIED
DEVELOPMENT ORDINANCE FOR MIXED – USE DISTRICT STANDARDS
BETWEEN HOUSEAL LAVIGNE ASSOCIATES, LLC
AND THE VILLAGE OF WILLOWBROOK**

THIS FIRST AMENDMENT is made this _____ day of November, 2025, between Houseal Lavigne Associates, LLC (the “Consultant”) and Village of Willowbrook, Illinois, to amend and modify the terms and conditions of the Agreement for consulting services (the “Agreement”) dated January 9, 2023. 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 I, entitled “Time of Performance,” is hereby amended to add subparagraph (1), as follows:

1. Client and Consultant hereby mutually agree to extend the period of time to perform services under this Agreement to April 1, 2026.

II. 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.

CONSULTANT:

VILLAGE:

HOUSEAL LAVIGNE ASSOCIATES,
LLC

VILLAGE OF WILLOWBROOK

By: _____
John A. Houseal, FAICP, Principal

By: _____
Frank A. Trilla, Mayor

ATTEST:

ATTEST:

Its: _____

Gretchen Boerwinkle, Village Clerk



Village of **WILLOWBROOK**

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: November 24, 2025

SUBJECT:

A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT
(708 69th Street)

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff requests approval of a contract to acquire the property at 708 69th Street for \$600,000. This action stems from the direction that staff received as part of the Village's Stormwater Master Plan.

BACKGROUND

The Stormwater Master Plan identifies 708 69th Street as a strategic location for stormwater storage improvements within the Willow Pond drainage area. The parcel sits immediately upstream of a rear yard depressional area that holds significant runoff during storm events. Modeling demonstrates that this lot can support between one point three (1.3) acre feet and three point three (3.3) acre feet of new storage depending on the construction alternative. This added capacity would reduce flood depths and improve drain down times for homes experiencing repeated rear yard flooding between 68th Street and 68th Place.

Although the improvements at this site do not resolve the separate flooding concerns at the intersection of 68th Street and Quincy Street due to the larger tributary watershed, the acquisition is an important first step toward implementing the multi-phase stormwater improvements recommended in the Master Plan. Securing this property allows the Village to move forward with a targeted project that delivers immediate, localized drainage benefits while supporting long term systemwide upgrades.

FINANCIAL IMPACT

If approved, the funding for the purchase of the property will come from the Opportunity Reserve Fund. The purpose of this acquisition is to achieve underground storage for an upcoming stormwater project.

RECOMMENDED ACTION:

Staff recommends approval of a resolution to purchase the property at 708 69th Street.

RESOLUTION NO. 25-R-_____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PURCHASE AND SALE AGREEMENT
(708 69th Street)**

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

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

- A. The Village of Willowbrook (“*Village*”) is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. Ronald M. Cosentino, Martin Cosentino, Jr., and Glenn Cosentino, beneficiaries with the power of direction over the legal title holder, the Land Trust Company as Trustee U/A/D March 8, 2002 and known as Trust Number 944 (collectively, “*Seller*”) are the owners of the real estate and appurtenances attached thereto for the property commonly known as 708 69th Street, Willowbrook, Illinois, with permanent real estate index number 09-23-402-020 (“*Property*”).
- C. It is the desire of the Seller to convey the Property to the Village on the terms set forth in the “Purchase and Sale Agreement,” and its accompanying exhibits, attached hereto as **EXHIBIT A** and made a part hereof (“*Agreement*”).
- D. It is in the best interest of the Village to acquire the Property on the terms and conditions in the Agreement for public use and future potential development purposes.

SECTION 2: Based upon the foregoing, the Mayor, Village Clerk, and Village Administrator be and are hereby authorized and directed to acquire the Property pursuant to the terms and conditions set forth in the Agreement, and in such other form as may be approved by the Village Administrator and the Village Attorney. The Mayor, the Village Clerk, and the Village Administrator are further authorized and directed to execute and deliver such other instruments, including the Agreement, as may be necessary or convenient to consummate such acquisition.

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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

PASSED and **APPROVED** this 24th day of November, 2025 by a **ROLL CALL VOTE**

as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Village Clerk

EXHIBIT A

PURCHASE AND SALE AGREEMENT

(attached)

**PURCHASE AND SALE AGREEMENT
(708 69th Street)**

THIS PURCHASE AND SALE AGREEMENT (“*Agreement*”) is made as of the Effective Date (as defined in Section 25 below) between RONALD M. COSENTINO, MARTIN COSENTINO, JR., AND GLENN COSENTINO, BENEFICIARIES WITH THE POWER OF DIRECTION OVER THE LEGAL TITLE HOLDER: THE LAND TRUST COMPANY AS TRUSTEE U/A/D MARCH 8, 2002 AND KNOWN AS TRUST NUMBER 944 (“*Seller*”) and the VILLAGE OF WILLOWBROOK, an Illinois home rule municipal corporation (“*Buyer*”).

A G R E E M E N T:

- 1. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT BUYER IS A MUNICIPAL ENTITY AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE MAYOR AND BOARD OF TRUSTEES OF BUYER.**
- 2. SALE.** Seller, whose identity will be updated to conform with the owner of record set forth in the Title Commitment (as defined in Section 8 below), if the identity of Seller differs from the owner of record in the Title Commitment, agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, fee simple title to certain real property commonly known as 708 69th Street, Willowbrook, Illinois, permanent real estate index number 09-23-402-020, located in the County of DuPage (“*Property*”), which Property is legally described in **EXHIBIT A** attached hereto and made a part hereof, together with (i) all privileges, rights, easements, hereditaments and appurtenances thereto belonging, (ii) all right, title and interest of Seller in and to any streets, alleys, passages and other rights of way included therein or adjacent thereto (before or after the vacation thereof), (iii) all buildings, structures and improvements located upon the Property including, without limitation, Seller’s interest in all systems, facilities, fixtures, machinery, equipment and conduits to provide fire protection, security, heat, exhaust, ventilation, air conditioning, electrical power, light, plumbing, refrigeration, gas, sewer and water thereto, and (iv) Seller’s interest in tangible personal property located on the Property and used in connection with operation and maintenance of the improvements. The legal description will be updated to conform with the legal description from the Survey (as defined in Section 9 below), if the legal description from the Survey differs from that in **EXHIBIT A**.
- 3. PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is \$600,000.00 (“*Purchase Price*”). The Purchase Price will be paid by Buyer to Seller on the Closing Date (as defined in Section 5 below) after crediting the Earnest Money and subject to the prorations and adjustments set forth herein, and subject to hold back of the Post-Closing Deposit (as defined in Section 12.B below).
- 4. EARNEST MONEY.** Within 10 business days after the Effective Date, Buyer will deposit \$10,000.00 (“*Earnest Money*”) with the Title Company (as defined in Section 5 below), pursuant to mutually acceptable strict joint order escrow instructions. The Earnest Money will be applied to

the Purchase Price on the Closing Date, if the Closing occurs. The Earnest Money will be returned to Buyer if the Closing does not occur.

5. **CLOSING DATE**. The closing (“***Closing***”) of the contemplated purchase and sale of the Property will take place through a deed and money escrow (“***Escrow***”) on or before November 14, 2025 (“***Closing Date***”) at an office of Chicago Title Insurance Company (“***Title Company***”), or at such other time and place, as mutually agreed to by the parties. The parties need not physically attend the Closing. Seller will pay the costs charged by the Title Company for the title policy with extended coverage and half of the escrow costs. Buyer will pay the costs charged by the Title Company for the Title Commitment, any title endorsements requested by Buyer, costs of recording the Deed, half of the escrow costs and the cost of the Survey. Buyer and Seller will each pay their respective attorney’s fees.

6. **“AS IS/WHERE IS” Transaction; Buyer’s Inspection**. This Agreement is for the sale and purchase of the Property in its “AS IS/WHERE IS” condition as of the Effective Date. Buyer acknowledges that no representations, warranties or guarantees of any kind with respect to the condition of the Property have been made by Seller other than those known defects, if any, disclosed by Seller. Within five business days after the Effective Date, Seller will deliver to Buyer title report(s), relevant recorded documents, available surveys, site plans and environmental and/or other reports, studies and documents in its possession regarding or related to the Property. Buyer may conduct an inspection prior to the Closing at Buyer’s expense including, without limitation, Phase I and II Environmental Site Assessments and other inspections of the soil, groundwater, and other aspects of the Property and any structures thereon. In that event, Seller will make the Property available to Buyer’s inspector prior to the Closing at reasonable times. Buyer will indemnify and hold harmless Seller from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection. In the event the documents and/or inspection reveals that the condition of the Property is unacceptable to Buyer and Buyer so notifies Seller within one day prior to the Closing Date, this Agreement will be null and void. Failure of Buyer to notify Seller of cancellation or to conduct said inspection will operate as a waiver of Buyer’s right to terminate this Agreement (except as set forth in Section 7 below).

7. **BUYER’S OPTION TO TERMINATE CONTRACT**. Buyer will not be obligated to take title to the Property if, in Buyer’s sole and exclusive judgment, for any reason whatsoever or for no reason at all, Buyer determines no less than one day prior to the Closing Date to not acquire the Property. If, in the sole and exclusive judgment of Buyer, Buyer determines to not acquire the Property Buyer will have the right to revoke its acceptance of the Agreement, and to declare the Agreement and related Closing documents, if any, null and void. Said termination and revocation will only be valid if written notice is tendered to Seller no less than one day prior to the Closing Date. Failure of Buyer to notify Seller within the timeframe stated herein, or to conduct said inspection, will operate as a waiver of Buyer’s right to terminate this Agreement as provided for in this Section 7.

8. **TITLE INSURANCE**. Within 10 business days of the Effective Date, Seller will obtain a title commitment issued by the Title Company, in the amount of the Purchase Price, with extended coverage over standard title exceptions (“***Title Commitment***”), together with copies of all underlying title documents listed in the Title Commitment (“***Underlying Title Documents***”),

subject only to those matters described in **EXHIBIT B**, attached hereto and made a part hereof (“**Permitted Exceptions**”). If the Title Commitment, Underlying Title Documents, or the Survey disclose exceptions to title, which are not acceptable to Buyer (“**Unpermitted Exceptions**”), Buyer will have 10 business days from the later of the delivery of the Title Commitment, the Underlying Title Documents, and the Survey to object to the Unpermitted Exceptions. Buyer will provide Seller with an objection letter (“**Buyer’s Objection Letter**”) listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller will have until the Closing (“**Seller’s Cure Period**”) to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, as evidence by Buyer’s receipt of a proforma title policy (“**Proforma Title Policy**”) reflecting the Title Company’s commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, Buyer may elect to either (i) terminate this Agreement and this Agreement will become null and void without further action of the parties, or (ii) upon notice to Seller before the Closing, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, will be included within the definition of Permitted Exceptions. The Proforma Title Policy will be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. Buyer will pay the cost for any later date title commitments, and Buyer will pay for the cost of the later date to its Proforma Title Policy.

9. **SURVEY**. Prior to the Closing, Buyer will obtain an ALTA/NSPS as-built survey of the Property (“**Survey**”). The Survey will (a) be completed in accordance with the minimum standard detail requirements for as built ALTA/NSPS Land Title Surveys; (b) will be certified to Seller, Buyer, and the Title Company by such surveyor, and (c) will include ALTA/NSPS Standard Optional Table A Items: 2, 3, 4, 6(b), 7(a), 7(b)(i), 7(c), 8, 9, 11, 13, 14, 16, 17, 18.

10. **DEED**. Seller must convey fee simple title to the Property to Buyer, by a recordable Warranty Deed (“**Deed**”) subject only to the Permitted Exceptions.

11. **CLOSING DOCUMENTS**. On the Closing Date, the obligations of Buyer and Seller will be as follows:

A. Seller will deliver or cause to be delivered to the Title Company:

- i. the original executed and properly notarized Deed;
- ii. the original executed and properly notarized Affidavit of Title;
- iii. the original executed and properly notarized Non-Foreign Affidavit;
- iv. the original executed Bill of Sale;
- v. counterpart originals of Seller’s Closing Statement; and

- vi. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA Statements and GAP Undertaking, such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy and in the amount of the Purchase Price insuring the fee simple title to the Property in Buyer as of the Closing Date, subject only to the Permitted Exceptions.

B. Buyer will deliver or cause to be delivered to the Title Company:

- i. the balance of the Purchase Price, plus or minus prorations;
- ii. counterpart originals of Buyer's Closing Statement; and
- iii. ALTA Statement and such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.

C. Buyer will prepare the Closing documents.

D. The parties will jointly deposit fully executed Closing escrow instructions, Post-Closing Occupancy Agreement, Post-Closing Deposit escrow instructions, State of Illinois Transfer Declarations, and County Transfer Declarations.

12. **POSSESSION.**

A. Possession of the Property has been with Seller prior to the Effective Date.

B. If the Closing occurs, possession of the Property will remain with Seller through April 30, 2026 and will be governed by the Post-Closing Occupancy Agreement attached hereto as **Exhibit C** and made a part hereof. As of May 1, 2026 ("**Turn Over Date**"), possession of the Property will be finally and fully delivered to Buyer, free and clear of any other parties. In consideration of Seller's post-Closing possession of the Property, at Closing, \$10,000.00 of the Purchase Price ("**Post-Closing Deposit**") will be deposited with the Title Company in a post-closing possession escrow established pursuant to mutually acceptable strict joint order escrow instructions. The Post-Closing Deposit will be either returned to Seller if it complies with the Post-Closing Occupancy Agreement or forfeited to Buyer if Seller breaches any of its obligations in the Post-Closing Occupancy Agreement. This Section 12.B will survive the Closing.

C. Seller agrees to deliver the Property to Buyer in broom clean condition.

Prior to the Turn Over Date, Seller may remove such personal property and fixtures from the Property as Seller, in its sole discretion, may desire. The remainder of such will be left at the Property. Seller is not obligated to clean the Property or remove any refuse therefrom as a condition

of receiving the Post-Closing Deposit. Buyer will have the right to inspect the Property, fixtures and included Personal Property prior to Closing to verify that the Property, improvements and included Personal Property are in substantially the same condition as of Effective Date, normal wear and tear excepted.

13. **PRORATIONS.** At Closing, the following adjustments and prorations will be computed as of the Closing Date and the balance of the Purchase Price will be adjusted to reflect such prorations. All prorations will be based on a 366-day year, with Seller having the day prior to Closing.

A. **Real Estate Taxes.** General real estate taxes for 2024 and 2025 and subsequent years, special assessments and all other public or governmental charges against the Property, if any, which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) will be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known at Closing, the proration will be based on 110% of the most recent full year tax bill, and will be conclusive, with no subsequent adjustment.

B. **Miscellaneous.** All other charges and fees customarily prorated and adjusted in similar transactions will be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the parties will prorate on the best available information. Final readings and final billings for utilities will be taken as of the date of Closing except for a water bill which may be taken up to two days before the Closing Date.

14. **CONVEYANCE TAXES.** The parties acknowledge that, as Buyer is a governmental entity, this transaction is exempt from any State and County real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller will furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

15. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Section will be deemed remade as of the Closing Date and will survive the Closing, and will be deemed to have been relied upon by Buyer in consummating this transaction, notwithstanding any investigation Buyer may have made with respect thereto, or any information developed by or made available to Buyer prior to the Closing and consummation of this transaction. Seller covenants, represents and warrants to Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

A. **Title Matters.** Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

B. **Violations of Zoning and Other Laws.** Seller has received no written notice from any governmental agency alleging any violations of any statute, ordinance, regulation or code. The Property as conveyed to Buyer will include all rights of Seller to the use of any off-site facilities,

including, but not limited to, storm water detention facilities, necessary to ensure compliance with all zoning, building, health, fire, water use or similar statutes, laws, regulations and orders and any instrument in the nature of a declaration running with the Property.

C. Pending and Threatened Litigation. There are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.

D. Eminent Domain. There is no pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof.

E. Access to Property Utilities. No fact or condition exists which would result in the termination or impairment of access to the Property or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.

F. Assessments. There are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed, and there are no special or general assessments pending against or affecting the Property.

G. Authority of Signatories; No Breach of Other Agreements. The execution, delivery of and performance under this Agreement by Seller is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not, to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.

H. Executory Agreements. Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property, other than this Agreement. Buyer will not, by reason of entering into or closing under this Agreement, become subject to or bound by any agreement, contract, lease, license, invoice, bill, undertaking or understanding which Buyer will not have expressly and specifically previously acknowledged and agreed in writing to accept. Seller warrants and represents that no written leases, licenses or occupancies exist in regard to the Property and, further, that no person, corporation, entity, tenant, licensee or occupant has an option or right of first refusal to purchase, lease or use the Property, or any portion thereof.

I. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property.

J. Governmental Obligations. There are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

K. Easements. The Property has no private easements or agreements that would hinder Seller from its intended use of the Property.

L. Section 1445 Withholding. Seller represents that he/she/it/they is/are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller will furnish Buyer with a Non-Foreign Affidavit as set forth in said Section 1445.

Seller hereby indemnifies and holds Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of such breach of the above representations or warranties made hereunder, including all incidental and consequential damages which are incurred within five years of the Closing. When used in this Section, the expression "to the best knowledge and belief of Seller," or words to that effect, is deemed to mean that Seller, without duty of examination, investigation or inquiry, is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

16. **DAMAGE OR CONDEMNATION PRIOR TO CLOSING.** If prior to Closing the Property is destroyed or materially damaged by fire or other casualty, or the Property is taken by condemnation, then Buyer will have the option of either terminating this Agreement (and receiving a refund of Earnest Money) or accepting the Property as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller will not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois will be applicable to this Agreement, except as modified by this paragraph.

17. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.**

A. It is a condition precedent to Closing that:

- i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder and is accepted by Buyer;
- ii. the covenants, representations and warranties of Seller contained in Section 15 hereof and elsewhere in this Agreement are true and accurate on the Closing Date or waived by Buyer in writing on the Closing Date; and
- iii. Seller has performed under the Agreement and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Agreement in order to close on the Closing Date.

B. If, before the Closing Date, Buyer becomes aware of a breach of any of Seller's representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller in order to Close on the Closing Date, Buyer may, at its option:

- i. elect to enforce the terms hereof by action for specific performance; or
- ii. terminate this Agreement; or
- iii. proceed to Closing notwithstanding such breach or nonperformance.

In all events, Buyer's rights and remedies under this Agreement will always be non-exclusive and cumulative and the exercise of one remedy will not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity.

C. In the event of a default by Buyer, Seller's sole and exclusive right and remedy will be to terminate this Agreement.

D. Notwithstanding the foregoing, the parties agree that no default of or by either party will be deemed to have occurred unless and until notice of any failure by the non-defaulting party has been sent to the defaulting party and the defaulting party has been given a period of five business days from receipt of the notice to cure the default, and the defaulting party fails within said five business days to begin its cure or fails to diligently pursue its cure to completion.

18. **BINDING EFFECT**. This Agreement will inure to the benefit of and will be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the parties hereto.

19. **BROKERAGE; BULK SALES**.

A. Buyer represents that it has not retained a broker regarding the proposed transaction. Seller represents that it has not retained a broker regarding the proposed transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Agreement. Each party's indemnity obligations will include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision will survive the Closing.

B. At the request of Buyer, at least 20 business days prior to the Closing, Seller must, and Buyer may, notify the Illinois Department of Revenue ("***Department***") of the intended sale of the Property and request the Department to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under 35 ILCS 5/902(d) or 35 ILCS 120/5j (collectively the "***Bulk Sale Act***"). If Buyer requests a Department clearance, Seller must deliver to Buyer, at or prior to Closing, evidence that the sale of the Property to Buyer hereunder

is not subject to, and does not subject Buyer to liability under the Bulk Sale Act (“*Release*”). At the request of Buyer, at least 20 days prior to the Closing, Seller must, and Buyer may, notify the Illinois Department of Employment Security (the “*IDES*”) of the intended sale of the Property and request the IDES to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under the Section 2600 of the Illinois Unemployment Insurance Act (collectively part of the “*Bulk Sale Act*”). If Buyer requests an IDES determination, Seller must deliver to Buyer, at or prior to Closing evidence that the sale of the Property to Buyer hereunder is not subject to, and does not subject Buyer to liability under the Bulk Sale Act (collectively, “*Release*”). Buyer may, at the Closing, deduct and withhold from the proceeds that are due Seller the amount necessary to comply with the withholding requirements imposed by the Bulk Sale Act, provided that such amounts are deposited in escrow at Closing and released to Seller upon obtaining a release from the Department or otherwise satisfying any amounts due under the Bulk Sale Act. Seller must indemnify, defend with counsel of Buyer’s choosing, and hold harmless Buyer, and its commissioners, officers, employees, agents, successors and assigns, harmless from any and all obligations, liabilities, claims, demands, losses, expenses, or damages arising from Seller’s failure to (i) provide any required notice of its sale of the Property to the appropriate state, county, or municipal governmental authorities, (ii) pay any and all taxes and other amounts due in connection with its ownership, operation or sale of the Property, or (iii) otherwise comply with any bulk sales laws of the State of Illinois. The foregoing indemnity will survive the Closing Date.

20. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement will be sent and deemed received (A) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express) for guaranteed next business day delivery, or (B) by e-mail transmission on the day of transmission, provided proof of sending is maintained and produced by the sender on demand. Failure to produce proof on demand within a reasonable time voids any such notice, or (C) by personal delivery, if addressed to the parties as follows:

To Seller: Ron Cosentino
708 69th St.
Willowbrook, IL 60527

With a copy to: John C. Germanier, Sisul & Germanier LLC
5120 Main St., Ste 1
Downers Grove, IL 60515
E-Mail: jgermanier@dupagelawfirm.com

To Buyer: Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527
Attn: Village Administrator
E-Mail: shalloran@willowbrook.il.us

With a copy to: Elrod Friedman LLP
350 North Clark Street, Second Floor
Chicago, Illinois 60654
Attn: Gregory T. Smith
E-Mail: gregory.smith@elrodfriedman.com

Any party hereto may change the name(s), address(es) and e-mail address(es) of the designee to whom notice will be sent by giving written notice of such change to the other parties hereto in the same manner, as all other notices are required to be delivered hereunder.

21. **RIGHT OF WAIVER.** Both Buyer and Seller may, at any time and from time to time, waive each and any condition of the Closing, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by a party will, unless otherwise herein provided, be in a writing signed by the waiving party and delivered to the other party.

22. **DISCLOSURE OF INTERESTS.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Agreement by Buyer, an owner, authorized trustee, corporate official or managing agent must submit a sworn affidavit to Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any real interest, real or personal, in the Property, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily known individual having a greater than 7½% percent interest, real or personal, in the Property. The sworn affidavit will be substantially similar to the one in **EXHIBIT D** attached hereto and made a part hereof.

23. **ASSIGNMENT.** Buyer may freely assign and transfer Buyer's interest in this Agreement. If Buyer assigns and transfers its interest in this Agreement, Buyer will deliver to Seller a copy of the fully executed assignment and assumption. Upon Buyer's assignment and transfer, the Buyer which assigned and transferred its interest in this Agreement will not be liable to Seller in any manner under this Agreement, and Seller must only look to the Buyer which received the assignment and transfer.

24. **MISCELLANEOUS.**

A. Buyer and Seller mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts will be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof will fall on a Saturday, Sunday or legal holiday, then the time of such performance will be extended to the next business day thereafter.

B. This Agreement provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, will be governed by the applicable statutory and common law of the State of Illinois.

The parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue will be in the Circuit Court in the county where the Property is located and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

C. The terms, provisions, warranties and covenants of Section 15 will survive the Closing and delivery of the Deed and other instruments of conveyance. The provisions of Section 15 of this Agreement will not be merged therein, but will remain binding upon and for the parties hereto until fully observed, kept or performed.

D. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Procedures Act of 1974. In the event that either party will fail to make appropriate disclosures when asked, such failure will be considered a breach on the part of said party.

E. The parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.

F. The Section headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

G. Whenever used in this Agreement, the singular number will include the plural, the plural the singular, and the use of any gender will include all genders.

H. If Seller is a Trust, this Agreement is executed by the undersigned Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this Agreement. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Agreement is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or will at any time be asserted or enforceable against said Trustee on account of this Agreement or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Agreement contained either express or implied, all such personal liability, if any, being expressly waived and released. In the event Seller is a Trust as provided above, this Agreement will be signed by the Trustee and also by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Agreement is by his/her/their/its signature represents, warrants and covenants with Buyer that he/she/they/it has the authority to enter into this Agreement and the obligations set forth herein. All references to Seller's obligations, warranties and representations will be interpreted to mean the Beneficiary or Beneficiaries of the Trust.

I. In the event either party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing party, as determined by the trier of fact in such action, will be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

J. If any of the provisions of this Agreement, or the application thereof to any person or circumstance, will be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement will not be affected thereby, and every other provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

K. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, will constitute one and the same instrument. Electronic counterparts of this Agreement (including, without limitation, .pdf or image file format) as executed by the parties will be deemed and treated as executed originals for all purposes.

25. **EFFECTIVE DATE.** This Agreement will be deemed dated and become effective on the date that the authorized signatories of Buyer and Seller sign the Agreement, whichever is later.

26. **CONTRACT MODIFICATION.** This Agreement and the Exhibits attached hereto and made a part hereof, or required hereby, embody the entire Agreement between the parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, will be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) will have any force or effect whatsoever unless the same will be endorsed in writing and fully signed by Seller and Buyer.

27. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

EXHIBIT A Legal Description of the Property

EXHIBIT B Permitted Exceptions

EXHIBIT C Post-Closing Occupancy Agreement

EXHIBIT D Disclosure Affidavit

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below their respective signatures.

SELLER:

By: _____

Name: _____

Title: _____

BUYER:

VILLAGE OF WILLOWBROOK,
an Illinois home rule municipal corporation

By: _____

Frank Trilla, Mayor

ATTEST:

By: _____
Gretchen Boerwinkle, Village Clerk

Date Seller executed: _____

Date Buyer executed: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[LEGAL DESCRIPTION]

LOT TWENTY (20) (EXCEPT THE NORTH 33 FEET THEREOF) IN SCHILLER'S ADDITION BEING A SUBDIVISION OF THE SOUTH HALF (S ½) OF THE NORTH WEST QUARTER (NW ¼) OF THE SOUTH EAST QUARTER (SE ¼) OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1950 AS DOCUMENT NO. 595530.

Property Address: 708 69th Street, Willowbrook, Illinois

PIN: 09-23-402-020

EXHIBIT B

PERMITTED EXCEPTIONS

1. 2024 and 2025 real estate taxes and subsequent years, not due and payable for the Property.
2. Building lines and easements, if any.

EXHIBIT C

POST-CLOSING OCCUPANCY AGREEMENT

(attached)

POST-CLOSING OCCUPANCY AGREEMENT

THIS POST-CLOSING OCCUPANCY AGREEMENT (“*Agreement*”) is made and entered into this _____ day of _____, 202_____, by and between the Village of Willowbrook, an Illinois home rule municipal corporation (“*Buyer*”), and Ronald Cosentino (“*Seller*”), each a “*Party*” and collectively the “*Parties*.”

RECITALS

By that certain Purchase and Sale Agreement (“*Purchase Agreement*”) dated _____ 2025, executed by Buyer and Seller, and the other land trust beneficiaries (collectively “*Sellers*”) Buyer agreed to buy and Sellers agreed to sell the real property commonly known as 708 69th Street, Willowbrook, Illinois (“*Property*”).

The closing is to take place on the date of this Agreement. At closing, Seller will continue to have temporary possession of the Property after the closing pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, Seller agrees as follows:

1. **License to Remain on the Property**. Seller acknowledges and agrees that Seller has a non-exclusive license (“*License*”) to remain temporarily in possession of the Property effective as of the date of this Agreement on the terms and conditions contained herein. Seller is familiar with the condition of and has occupied the Property as his residence prior to the date hereof and accepts the Property in its “**AS IS/WHERE IS**” condition without any obligation on the part of Buyer to improve, maintain, or repair the Property. Seller will maintain the Property during the License Term (as defined in Section 2 below) in compliance with all applicable federal, state and municipal laws, codes, ordinances, and regulations, at Seller’s sole cost and expense. Seller must pay all costs and expenses associated with the operation and maintenance of the Property during the License Term, including, without limitation, all utility charges.

2. **License Term**. The term of this License (“*License Term*”) will commence as of the date of this Agreement and will terminate on or before May 1, 2026 (“*Expiration Date*”); provided, however that Seller may terminate this Agreement at any time during the License Term upon no less than two days written notice to Buyer. Seller will notify Buyer in writing when Seller vacates the Property. Buyer may terminate this Agreement if Seller fails to comply with any of its obligations in this Agreement or the Purchase Agreement.

3. **Post-Closing Deposit**. As set forth in Section 12.B of the Purchase Agreement: (a) if Seller vacates the Property when required in this Agreement, the Parties will cause the Post-Closing Deposit (as defined in the Purchase Agreement) to be released from the post-closing possession escrow to Seller; or (b) if Seller fails to vacate the Property when required in this Agreement, the Parties will cause the Post-Closing Deposit to be released from the post-closing possession escrow to Buyer and Seller will also pay to Buyer an amount equal to \$250.00 per day

for each day that Seller remains in the Property as liquidated damages for the hold over period as the actual amount of damages incurred by Buyer are difficult to ascertain.

4. **Seller's Failure to Vacate; Damages.** If Seller fails to vacate the Property on or before 11:59 p.m. Central prevailing time on the Expiration Date, Buyer, without giving any further notice to Seller, will be entitled to utilize any legal or equitable rights available to it in order to recover possession of the Property, including, without limitation, removal of Seller. Seller acknowledges that Buyer may recover possession of the Property and remove Seller without obtaining a court order for eviction.

5. **Liens.** Seller will not cause or permit to be filed, recorded or enforced against the Property or Property, or any part thereof, any mechanics' liens or any claim for damage or any action affecting the title to the Property, and Seller will pay or cause to be paid the full amount of all such liens, claims and demands before any action is brought to enforce the same against the Property.

6. **Insurance.** Seller will maintain in full force and effect for so long as this Agreement is in effect, standard property insurance (and liability insurance), with limits of liability for bodily injury or death of more than one person and for damage to property in any one occurrence in an amount not less than what Seller is carrying as of the date of the Purchase Agreement, with such policy naming Buyer as an additional insured. Seller will provide a certificate of such insurance policy to Buyer upon the execution of this Agreement.

7. **Buyer Not Liable.** As a material part of the consideration for this Agreement, Seller hereby waives any claims against Buyer, its representatives, agents, employees and contractors and agrees to indemnify, defend, and hold Buyer, its representatives, agents, employees and contractors harmless from and against any and all actions, losses, damages, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, attorneys' fees) of any kind or character to any person or property arising from or caused by (a) any use of the Property or any part of the Property by or through Seller; (b) any act or omission of Seller; (c) any violation or alleged violation by Seller of any law, ordinance or regulation now or hereafter enacted; (d) any failure of Seller to maintain the Property in a safe and sanitary condition; and (e) any loss or theft whatsoever of any property of Seller or anything placed or stored by Seller on or about the Property, except for any loss, cost or damage arising out of the gross negligence or willful misconduct of Buyer.

8. **Assignability.** This License cannot be assigned, whether voluntarily or by operation of law, or sublet in whole or in part by Seller and Seller will not permit any use of the Property, or any part thereof, except in strict compliance with the provisions hereof, and any attempt to do so will be void.

9. **Cost of Enforcement.** In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Buyer to remove Seller from the Property, the unsuccessful Party agrees to pay to the prevailing Party (as determined by the trier of fact), in addition to such other relief as may be awarded by the court, agency or other authority before which such suit or proceeding is

commenced, all costs of enforcement in connection therewith including, but not limited to, attorneys' fees, expenses and costs of investigation.

10. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement will be sent and deemed received (A) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express) for guaranteed next business day delivery, or (B) by e-mail transmission on the day of transmission, provided proof of sending is maintained and produced by the sender on demand. Failure to produce proof on demand within a reasonable time voids any such notice, or (C) by personal delivery, if addressed to the parties as follows:

To Seller:

Ronald Cosentino
708 69th St.
Willowbrook, IL 60527

With a copy to:

John C. Germanier
5120 Main St., Ste 1
Downers Grove, IL 60515
Email: jgermanier@dupagelawfirm.com

To Buyer:

Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527
Attn: Village Administrator
E-Mail: shalloran@willowbrook.il.us

With a copy to:

Elrod Friedman LLP
350 North Clark Street, Second Floor
Chicago, Illinois 60654
Attn: Gregory T. Smith
E-Mail: gregory.smith@elrodfriedman.com

11. **General Provisions.**

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

B. **Rights Cumulative.** Unless otherwise provided in this Agreement, all rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

C. **Non-Waiver.** No waiver of any provision of this Agreement, and no delay in exercising or failure to exercise any right or authority set forth in this Agreement, will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

D. Consents. Unless otherwise provided in this Agreement, all required permissions, authorizations, approvals, acknowledgments, or similar indications of assent of any Party must be in writing.

E. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

F. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Illinois circuit courts in DuPage County, Illinois.

G. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.

H. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Parties, with respect to subject matter herein.

I. Interpretation. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party will not be applicable to this Agreement.

J. Amendments and Modifications. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed by all Parties.

M. Counterpart Execution. This Agreement may be executed in counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument. Facsimile or electronic counterpart copies of this Agreement will be considered for all purposes, including delivery, as originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below their respective signatures.

SELLER:

By: _____

Name: _____

Title: _____

BUYER:

VILLAGE OF WILLOWBROOK,
an Illinois home rule municipal corporation

By: _____

Frank Trilla, Mayor

ATTEST:

By: _____
Gretchen Boerwinkle, Village Clerk

Date Seller executed: _____

Date Buyer executed: _____

EXHIBIT D
DISCLOSURE AFFIDAVIT
(attached)

State of Illinois)
)ss.
County of _____)

DISCLOSURE AFFIDAVIT

I, _____ (“*Affiant*”), am involved with the owner of 708 69th Street, Willowbrook, IL 60527, in DuPage County, State of Illinois, being first duly sworn and having personal knowledge of the matters contained in this Affiant, swear to the following:

1. That I am over the age of eighteen and the [] owner or [X] authorized trustee or [] corporate official or [] managing agent or [] _____ of the grantor (“*Grantor*”) of the Real Estate (as defined below).
2. That the Real Estate (as defined herein) being conveyed to the “*Grantee*,” as defined below, is described as:

LOT TWENTY (20) (EXCEPT THE NORTH 33 FEET THEREOF) IN SCHILLER'S ADDITION
BEING A SUBDIVISION OF THE SOUTH HALF (S ½) OF THE NORTH WEST QUARTER (NW ¼)
OF THE SOUTH EAST QUARTER (SE ¼) OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11,
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED JUNE 14, 1950 AS DOCUMENT NO. 595530.

P.I.N.: 09-23-402-020

Commonly known as: 708 69th Street, Willowbrook, Illinois ("Real Estate").

3. That I understand that, pursuant to 50 ILCS 105/3.1, Illinois State Law requires the owner, authorized trustee, corporate official or managing agent of Grantor to submit a sworn affidavit to the Village of Willowbrook, an Illinois municipal corporation ("Grantee"), disclosing the identity of every owner and beneficiary having *any* interest, real or personal, in the Real Estate, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any interest, real or personal, in Grantor.

4. As the [] owner or [] authorized trustee or [] corporate official or [] managing agent or [x] authorized trustee _____ of the Grantor, I declare under oath that (choose one):

The owners or beneficiaries of the trust are: Ronald Cosentino, Martin Cosentino, and Glenn Cosentino _____ or _____

[] The shareholders with more than 7 1/2% interest are: _____
or

[] The corporation is publicly traded and there is no readily known individual having greater than a 7½% interest in the corporation.

This Disclosure Affidavit is made to induce the Grantee to acquire title to the Real Estate in accordance with 50 ILCS 105/3.1.

AFFIANT

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 2025.

NOTARY PUBLIC