

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, MAY 22, 2023 AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

THE VILLAGE WILL BE OFFERING A ZOOM WEBINAR FOR THE MEETING TO ALLOW MEMBERS OF THE PUBLIC TO ATTEND BY VIDEO OR AUDIO IF DESIRED. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL-IN NUMBER:

Dial-in Phone Number: 312-626-6799

Meeting ID: 853 6200 2090

Written Public Comments Can Be Submitted By 6:15 P.M. on May 22, 2023, to aarteaga@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. OATH OF OFFICE
 - a. Chief of Police Lauren Kaspar
5. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
6. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. [Minutes - Board of Trustees Committee of the Whole Meeting May 8, 2023](#) (APPROVE)
 - c. [Minutes - Board of Trustees Regular Meeting May 8, 2023](#) (APPROVE)
 - d. [Warrants \\$483,862.57](#)

NEW BUSINESS

7. DISCUSSION – MIDWAY PARK IMPROVEMENT PROJECT AND PHASE I OF THE BORSE PARK IMPROVEMENT PROJECT
8. RESOLUTION NO. _____ – A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF THE SOUTHEAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION ("SEASPAR") ANNUAL LEVY RATE ASSESSMENT (ADOPT)
9. RESOLUTION NO. _____ – A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF ILLINOIS FOR THE ORGANIZED RETAIL CRIME GRANT PROGRAM (ADOPT)
10. RESOLUTION NO. _____ – A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A ONE-YEAR INDEPENDENT CONTRACTOR AGREEMENT FOR CODE ENFORCEMENT INSPECTION SERVICES (ADOPT)

PRIOR BUSINESS

11. TRUSTEE REPORTS
12. ATTORNEY'S REPORT
13. CLERK'S REPORT
14. ADMINISTRATOR'S REPORT
15. MAYOR'S REPORT
16. EXECUTIVE SESSION
17. ADJOURNMENT

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MAY 8, 2023 AT 5:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

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1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Village Clerk Deborah Hahn, Mayor Frank Trilla, Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Gregory Ruffolo, Village Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Chief Benjamin Kadolph, Deputy Clerk Christine Mardegan and Public Works Foreman AJ Passero.

Absent: Chief Financial Officer Lora Flori.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Astrella to lead everyone in saying the pledge of allegiance.

4. VISITOR'S BUSINESS

None present on zoom and no written comments were received.

Present at the meeting was Ms. Gail Fransen of 5905 Western Avenue who wished to address the Board regarding zoning issues with her property and the public easement. As background information she provided the following details:

In 2004, the water line was extended around the property. On the north side of the property, along 59th Street, the installation included storm sewer, and water main, drain and sidewalk.

In 2006, a new survey of the property was conducted in anticipation of a possible subdivision, at which time it was discovered that the water improvements were installed on the owner's property rather than in the public right-of-way.

At that time, it was brought to the attention of the current Village Administrator. Ms. Fransen is unsure as to how this happened. Not only is the water line on her property, but also the sidewalk and fire hydrant. The owner wanted the sidewalk removed. The Village Administrator spoke with legal counsel who suggested she accept a 10-foot easement which would contain the waterline, sidewalk, and hydrant. She accepted the easement process.

May 8, 2023

Last year, after speaking with an engineer, in preparation for the subdivision of the property, it was pointed out that, because the sidewalk was on her property, she would be subject to premises liability. Ms. Fransen approached Director Krol, who spoke with the Village's legal counsel, who confirmed the liability exists.

Ms. Fransen is concerned primarily with two issues, 1) the prospect of a lawsuit and the financial consequences thereof, and 2) a reduction in the value of her property due to the inherent liability factor. She sent a letter to Director Krol asking that the easement be removed, the sidewalk be moved onto the public right-of-way, and to look into whether the fire hydrant was also a liability to the homeowner.

Although she would like these issues resolved in 2023, she understands the length of the process might delay it until 2024. If this is the case, she would like a written statement of the Village's intention to remove the sidewalk, and thereby the liability, that she might be able to present to any prospective buyer.

The Mayor thanked Ms. Fransen and called on Director Krol to address the Board on this issue.

5. DISCUSSION - DISCUSSION REGARDING THE EXISTING PUBLIC SIDEWALK, EXISTING FIRE HYDRANT, EXISTING EASEMENT APPROVED IN 2006, AND A PROPOSED RESUBDIVISION TURNING A SINGLE-FAMILY RESIDENTIAL LOT INTO TWO SINGLE-FAMILY RESIDENTIAL LOTS AT 5905 WESTERN AVENUE.

Director Krol indicated that he had been in touch with Ms. Fransen for some time. He agreed with her history of the contact between her and the Village. He displayed a plat of survey for the property at 5905 Western Avenue which identified the easement area.

In the December 2022 letter received from Ms. Fransen, the three actions requested were:

1. Void the easement the Village Board granted in 2006.
2. Remove the sidewalk within the property boundary and easement and relocating the public sidewalk entirely onto the Village right-of-way.
3. Relocate the existing fire hydrant to the Village right-of-way.

Also included in the letter was a request for the Village attorney to draft a letter waiving the homeowner's liability in the event of an incident.

Administrator Halloran added brief comments. Staff are recommending leaving the agreement in place as originally designed. Tri-State [responsible fire protection district] indicates there is no compromise to the fire hydrant in its present location.

Village Attorney Durkin added that it is difficult to answer hypothetical legal question but noted that there is no letter or statement that the Village attorney could provide that would guarantee that no one would file a lawsuit, whether the sidewalk was there or not.

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Ms. Fransen agreed but indicated that by having the sidewalk on her property, it is granting public access to her property. As the sidewalk is on her property it makes her the target of a lawsuit.

Trustee Davi asked counsel if someone were injured on the sidewalk on her property, would the homeowner's insurance cover that type of incident. Attorney Durkin indicated that it most likely the insurance company would defend the homeowner in a lawsuit.

Trustee Davi also asked what Tri-State's assessment was. Director Krol indicated had met with the fire inspectors and inspected the site of the fire hydrant. Their assessment, based on the location of the water main and the gas line, is that there is nowhere else for it to be located. The inspectors also indicated that a fire hydrant is required in that location.

Mayor Trilla asked Ms. Fransen to confirm that it is the corner lot that would be sold. She indicated it was. The Mayor noted that if the builder intended to cut a driveway across the easement, that could create an additional set of issues.

Trustee Mistele thanked Ms. Fransen for coming in and indicated he was familiar with the original easement resolution. The original intention, at the time of passage, was for that easement area, including the sidewalk, water main and fire hydrant, to become the responsibility of the Village of Willowbrook as part of the public right-of-way. His understanding is that anything that occurs in the public right-of-way is the responsibility of the Village and that the easement widens the public right-of-way.

The Mayor clarified that Trustee Mistele is not an attorney and, as such, cannot present a legal opinion for the Village. If you wanted to explore the issue from that standpoint, you could explore it through the Village attorney.

6. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to adjourn the Special Meeting at the hour of 5:51 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.

_____, 2023.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

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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, Village Clerk Deborah Hahn, Mayor Frank Trilla, Village Trustees Umberto Davi, Michael Mistele, Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Chief Benjamin Kadolph, Deputy Clerk Christine Mardegan and Public Works Foreman AJ Passero.

ABSENT: Chief Financial Officer Lora Flori.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. OATHS OF OFFICE

The Honorable Judge Linda E. Davenport administered the Oath of Office to the following:

- a. VILLAGE TRUSTEE MARK L. ASTRELLA
- b. VILLAGE TRUSTEE SUZANNE BERGLUND
- c. VILLAGE TRUSTEE HELEN "GAYLE" NEAL

5. PRESENTATION – MAYOR'S PRESENTATION

OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER:

- a. Brian Farrell

Clerk Hahn had the honor of swearing in the new patrol officer. Mayor welcomed Officer Farrell to the Village.

RETIREMENT RECOGNITION

Chief Robert Schaller is a twenty-eight-year veteran of the Willowbrook Police Department. Chief Schaller has been with the Village since May 15th, 1995. Prior to being appointed Chief of Police for the Village of Willowbrook in March of 2018, Chief Schaller rose through the ranks. Chief Schaller has served as a Patrol Officer, Tactical Officer, Detective and Deputy Chief. Chief Schaller was assigned to the Federal Drug Enforcement Administration as a task force officer.

Chief Schaller was a recipient of the 2004 Illinois Law Enforcement Medal of Honor, 2008 Award of Valor from the Hundred Club of DuPage County and the Illinois Fraternal Order of Police Labor Council's award for bravery in the line of duty in 2009.

Chief Schaller holds a Bachelor of Arts in Criminal Justice from Governors State University, FBI-LEEDA Supervisor Leadership Institute and is a graduate of Northwestern University Center for Public Safety Staff and Command. He is an active member of the Illinois Association of Chiefs of Police and the International Association of Police. We thank you for your service to our Village, Chief Schaller.

Mayor Trilla presented the Chief with an award and mentioned how proud he was of the Chief.

6. VISITORS' BUSINESS

Valentino Mancini, participating via zoom, from Norr Architects, is available for questions that may arise on behalf of Panda Express regarding an ordinance slated for discussion under new business.

Mr. Bill Jagielski, a resident at 5875 Virginia, congratulated the new Trustees and Chief Schaller on his retirement. He indicated that he was at the last meeting where the development of the property at 61st and Bentley was under discussion. His question is whether this project has been approved and been finalized by the Board to move forward.

Director Krol responded that the preliminary plan for the subdivision was approved by the Village Board. There are some engineering comments to address, and the developer has not submitted a final plat of the subdivision.

Mr. Jagielski commented that there is demolition work being done on the site and questioned whether New Horizon owned the property and if they could begin demolition even though the final issues had not been resolved. Director Krol indicated that yes, New Horizon is the current

owner of the property. He noted that since the work being done is not related to the subdivision issues, the work could continue.

Mr. Jagielski also expressed his concern with the number of homes being built and its impact on the traffic in the area. He wondered whether the Village had considered reducing the number of homes being built. He felt with the number of homes being built it would increase the number of residents by at least 20 and most likely 20 more vehicles. He asked if any considerations were made for the change in traffic patterns. Director Krol responded that traffic concerns were addressed during earlier public hearings on the subdivision and the project was approved by the Plan Commission and the Village Board.

Mayor Trilla added that when the Village was approached by the developer, as their project plan met the current restrictions, no additional options were discussed.

Mr. Jagielski also questioned if the existing pond and additional water overflow during heavy rains were taken into consideration and the possibility of flooding. Director Krol indicated that a 69,000 square foot retention area was being built on the property.

The Mayor noted that this issue was addressed at the last meeting by the DuPage County stormwater engineer. The engineer assured and reassured the Board and residents present, that everything is being constructed and engineered to prevent additional stormwater flooding in the area.

7. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Committee of the Whole Meeting April 24, 2023 (APPROVE)
- c. Minutes - Board of Trustees Regular Meeting April 24, 2023 (APPROVE)
- d. Warrants \$481,024.24

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

8. ORDINANCE NO. 23-O-13 - AN ORDINANCE GRANTING A SPECIAL USE EXTENSION REQUEST FOR ORDINANCE NO. 21-O-25, A SPECIAL USE PERMIT FOR A FAST-FOOD ESTABLISHMENT AND DRIVE-THROUGH USE AND GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE-PC 21-01:7505 KINGERY HIGHWAY-PANDA EXPRESS (PASS)

Director Krol indicated that under Ordinance 21-O-25, Panda Express, Inc. (the "Applicant"), was granted a Special Use for the construction of a 2,300 square foot Panda Express fast-food restaurant with a drive-through, associated site improvements, and fourteen (14) zoning variations. The special use permit was granted to allow for both the fast-food establishment and a proposed drive-through within the Village of Willowbrook's B-2 Community Shopping Zoning District.

A six (6) month Special Use extension was granted by the Village Board on October 10, 2022, per Ordinance 22-O-39, moving Special Use Ordinance 21-O-25 to a new expiration date of May 10, 2023.

The applicant is seeking another six (6) month extension, maximizing the Special Use extension allowable by Village code. The previously approved six (6) month extension under Ordinance 22-O-39 is expiring on May 10th, 2023, and Norr, the project architect, has formally requested another extension of six (6) months, making the new expiration date of the Special Use for a drive-through Panda Express Restaurant Nov 10, 2023. No further extensions can be granted beyond a total of twelve (12) months per the Village code.

The current open items that need to be submitted prior to permit approval are:

- A copy of the Approved IDOT ROW permit approval.
- Provide NOI letter filed with the IEPA
- Provide NFR letter from the IEPA
- Draft of the plat of grant of easement (PoGoE)
- Provide a copy of the cross-access easement agreement with Red Roof Inn signed by both parties once it has been recorded.

If the Village Board is to consider another six-month (6) extension, staff will request a formal update in three (3) months by the applicant if the permit has not been issued. Village staff supports the proposal of extending Ordinance 21-O-25 by six (6) more months, moving the deadline to November 10, 2023, which is the last possible extension date permitted by the Village Code.

Mayor Trilla asked that we follow-up with them monthly to see where they are at with the State of Illinois to keep track of their progress.

Trustee Davi commented that in the past we have had a full discussion on this project, but wondered if there is anything new to report. Director Krol indicated there is no new information.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Davi to adopt Ordinance 23-O-13 as presented.

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

MOTION DECLARED CARRIED

9. FINANCE MOTIONS

- a. MOTION - MOTION TO APPROVE THE *WIRE TRANSFER AUTHORIZED REPRESENTATIVE FORM* DATED APRIL 20, 2023, CHANGING THE TRANSFER AUTHORIZATION OF FRANK TRILLA, VILLAGE MAYOR, AND PROVIDING SEAN HALLORAN, VILLAGE ADMINISTRATOR, AND LORA FLORI, CHIEF FINANCIAL OFFICER, AUTHORITY TO INITIATE AND CONFIRM HINSDALE BANK & TRUST COMPANY WIRE TRANSFERS ON BEHALF OF THE VILLAGE OF WILLOWBROOK. (PASS)

Administrator Halloran presented that item 9a and 9b are due to staffing changes. This is just to update some of the names on the accounts.

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to pass the motion to update the wire transfer authorized representatives for Hinsdale Bank & Trust.

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

MOTION DECLARED CARRIED

- b. MOTION - MOTION TO APPROVE THE *LETTER OF DIRECTION*, DATED MAY 8, 2023, PROVIDING HINSDALE BANK & TRUST COMPANY AUTHORIZATION TO PROVIDE LORA FLORI, CHIEF FINANCIAL OFFICER, WITH BANK INFORMATION, AS NEEDED. (PASS)

MOTION: Made by Trustee Ruffolo and seconded by Trustee Berglund to pass the motion to approve the letter of direction to add Lora Flori as authorized to receive banking information from Hinsdale Bank & Trust.

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

MOTION DECLARED CARRIED

10. RESOLUTION NO. 23-R-21- A RESOLUTION APPROVING OF THE VILLAGE OF WILLOWBROOK CREATING THE VILLAGE OF WILLOWBROOK COMPREHENSIVE PLAN COMMITTEE (ADOPT)

Administrator Halloran requested that a Comprehensive Plan steering committee be formed to update the current plan, structuring the committee similar to what was done to the update the Village zoning code. This will be conducted in partnership with Houseal and Lavigne.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution No. 22-R-21 as presented.

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

MOTION DECLARED CARRIED

11. MOTION - HARLEM-IRVING ESCROW DEPOSIT (PASS)

Administrator Halloran outlined that on October 4, 2006, an escrow account was created for Harlem-Irving that was related to public improvements within the bowling alley property. At the time of the town center improvement, the Village created an SSA for the project. Therefore, to ensure the bowling alley received a benefit from the available TIF funds, a condition was added in the approving Zoning Ordinance requiring that the developer fund \$250,000 in improvements.

In January 2013, the Village recommended a change of scope regarding the escrow deposit with Harlem Irving. Rather than use the funds to improve the bowling alley site, it was to be used for further public improvements at Plainfield Road. At that time, Village staff agreed to release \$76,354.05 from the escrow because Harlem-Irving had satisfied a portion of the agreement for parking lot improvements.

Per the agreement, if the funds are not used, they will be returned to the developer. The Village has executed annual agreements approved by the Village Board and agreed to by Harlem Irving on the remaining balance of \$173,645.95. The last agreement expired in August 2021 and has not been disbursed to Harlem Irving. Staff recommends following the agreement with Harlem Irving and approving the motion to allow the release of the remaining \$173,645.95 from escrow to Harlem Irving.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Davi to pass the motion to approve Harlem-Irving Escrow Deposit the 2023/2024 Annual Budget as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

12. TRUSTEE REPORTS

Trustee Neal stated on behalf of the Public Safety Committee thank you to Chief Schaller. You were outstanding in your leadership of the committee. We accomplished a lot. Congratulations on your retirement and thank you again.

Trustee Ruffolo thanked Chief Schaller for his service, we appreciate all that you have done, and you will be missed.

Trustee Mistele said, Bob [Chief Schaller], we have known you for a long time, thank you for everything.

Trustee Berglund thanked the Chief [Schaller] for everything he has done for the community and board over the years; you've been phenomenal.

Trustee Davi thanked the Chief [Schaller] and wished him well.

Trustee Astrella congratulated the Chief [Schaller] and felt as if he had known him for years, although it was just a short time.

13. ATTORNEY'S REPORT

Attorney Durkin congratulated the three Trustees that were sworn in this evening and Bob [Chief Schaller], it was great working with you. Good luck with the future.

14. CLERK'S REPORT

Clerk Hahn wanted to congratulate all the Trustees that were reelected and congratulated Chief Schaller and stated he will be missed.

15. ADMINISTRATOR'S REPORT

Administrator Halloran congratulated the Trustees on their re-election. He also thanked Chief Schaller for all his help and support over the past two and half years, although it feels like twenty with the amount we have accomplished.

He also announced the receipt of a police grant in the amount of \$182,000 from the Illinois Attorney General's office for combating organized retail crime. I thank Chief Schaller, Deputy Chief Kaspar, and Deputy Chief Kadolph.

We will have the open house for Midway Park and Borse Park on Thursday evening at the Community Resource Center at 5:30 p.m. We will have another open house on May 25th, for the Executive Drive Project. Lastly, Senator John Curran's staff will be at the Community Resource Center

on May 17, 2023, from 1:00 p.m. to 3:00 p.m. conducting their travelling office hours.

16. MAYOR'S REPORT

Mayor Trilla congratulated the three Trustees that ran a fantastic campaign, very disciplined and well done. I am glad to have everyone back.

Chief Schaller, you have done an incredible job. It has been great working with you. It was a pleasure. I would also like to welcome the new officer to the team and family. Thank you, Justice Davenport, we appreciate your being here, and thank you to all of our guests this evening.

17. EXECUTIVE SESSION

There was no need for an Executive Session this evening.

18. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Neal to adjourn the Regular Meeting at the hour of 7:00 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.

_____, 2023.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

May 22, 2023

GENERAL CORPORATE FUND	-----	\$	110,471.36
WATER FUND	-----	\$	24,904.46
CAPITAL PROJECT FUND	-----	\$	242,629.71
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	54,334.99
17 SERIES 2022 BOND	-----	\$	51,522.05
TOTAL WARRANTS	-----	\$	483,862.57

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/22/2023	APCH	100169#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	1,892.91
				INTERNET/WEBSITE HOSTING	460-225	10	121.38
				INTERNET/WEBSITE HOSTING	640-225	30	3,060.77
				INTERNET/WEBSITE HOSTING	715-225	35	122.15
				INTERNET/WEBSITE HOSTING	715-225	35	121.38
				INTERNET/WEBSITE HOSTING	715-225	35	121.38
				INTERNET/WEBSITE HOSTING	715-225	35	121.38
				CHECK APCHK 100169 TOTAL FOR FUND 01:			5,561.35
05/22/2023	APCH	100171#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	267.89
				TELEPHONES	710-201	35	295.63
				CHECK APCHK 100171 TOTAL FOR FUND 01:			563.52
05/22/2023	APCH	100172	B & E AUTO REPAIR & TOWING	MAINTENANCE - VEHICLES	630-409	30	506.26
05/22/2023	APCH	100173	BARNWOOD SPORTS DESIGN	EMPLOYEE RECOGNITION	630-309	30	350.00
05/22/2023	APCH	100174	BENJAMIN KADOLPH	UNIFORMS	630-345	30	253.94
05/22/2023	APCH	100175	BRW SOFTBALL	CONTINGENCIES	490-799	10	1,608.21
05/22/2023	APCH	100176	CAR REFLECTIONS	BIKE PROGRAM	660-205	30	510.00
05/22/2023	APCH	100177	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	455-303	10	12.25
05/22/2023	APCH	100178*#	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35	1,594.00
				FEES - ENGINEERING	720-245	35	361.24
				ENGINEERING SERVICES	820-262	40	1,615.10
				CHECK APCHK 100178 TOTAL FOR FUND 01:			3,570.34
05/22/2023	APCH	100180	CITI CARDS	ACTIVE ADULT PROGRAM	590-517	20	541.18
05/22/2023	APCH	100181	CIVIC PLUS	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	750.00
				INTERNET/WEBSITE HOSTING	460-225	10	2,150.75
				EDP LICENSES	460-263	10	320.00
				EDP LICENSES	460-263	10	160.00
				CHECK APCHK 100181 TOTAL FOR FUND 01:			3,380.75
05/22/2023	APCH	100182	COMCAST CABLE	FEES/DUES/SUBSCRIPTIONS	630-307	30	235.71
05/22/2023	APCH	100183#	COMED	RED LIGHT - COM ED	630-248	30	44.52
				RED LIGHT - COM ED	630-248	30	36.43
				RED LIGHT - COM ED	630-248	30	19.66

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				ENERGY - STREET LIGHTS	745-207	35	44.80
				ENERGY - STREET LIGHTS	745-207	35	1,057.42
				CHECK APCHK 100183 TOTAL FOR FUND 01:			1,202.83
05/22/2023	APCH	100185#	CONNECTA SATELLITE SOLUTIONS LLC	PHONE - TELEPHONES	455-201	10	72.79
				PHONE - TELEPHONES	630-201	30	72.79
				CHECK APCHK 100185 TOTAL FOR FUND 01:			145.58
05/22/2023	APCH	100186	DUPAGE MAYORS AND MGRS. CONF.	FEES/DUES/SUBSCRIPTIONS	455-307	10	6,257.87
05/22/2023	APCH	100187*#	ESRI	EDP LICENSES	460-263	10	7,500.00
05/22/2023	APCH	100189	GEWALT HAMILTON ASSOCIATES INC	CONTINGENCIES	490-799	10	3,700.00
05/22/2023	APCH	100191	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	455-201	10	504.00
				PHONE - TELEPHONES	455-201	10	5,195.37
				CHECK APCHK 100191 TOTAL FOR FUND 01:			5,699.37
05/22/2023	APCH	100192	HINSDALE NURSERIES, INC.	STREET IMPROVEMENTS	765-685	35	182.25
				STREET IMPROVEMENTS	765-685	35	1,409.00
				CHECK APCHK 100192 TOTAL FOR FUND 01:			1,591.25
05/22/2023	APCH	100193*#	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE SUPPLIES	466-351	10	66.66
				BUILDING MAINTENANCE SUPPLIES	466-351	10	346.98
				BUILDING MAINTENANCE SUPPLIES	466-351	10	41.93
				OFFICE SUPPLIES	710-301	35	274.90
				MAINTENANCE	725-410	35	20.36
				MAINTENANCE	725-410	35	36.74
				MAINTENANCE	725-410	35	349.00
				MAINTENANCE	725-410	35	22.02
				CHECK APCHK 100193 TOTAL FOR FUND 01:			1,158.59
05/22/2023	APCH	100194	I-PAC	FEES/DUES/SUBSCRIPTIONS	630-307	30	100.00
05/22/2023	APCH	100195	IDEOA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	600.00
05/22/2023	APCH	100196	ILLINOIS DEPT. OF TRANSPORTATION	MAINTENANCE - TRAFFIC SIGNALS	745-224	35	1,929.63
05/22/2023	APCH	100197	INT. INST.OF MUNICIPAL CLERKS	FEES/DUES/SUBSCRIPTIONS	410-307	05	310.00
05/22/2023	APCH	100198	INTOXIMETERS	OPERATING EQUIPMENT	630-401	30	74.00
05/22/2023	APCH	100199	INTOXIMETERS	OPERATING EQUIPMENT	630-401	30	235.75

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/22/2023	APCH	100200	KLOEPFER CONSTRUCTION, INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,860.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,875.00
				CHECK APCHK 100200 TOTAL FOR FUND 01:			3,735.00
05/22/2023	APCH	100201	KRAMER TREE SPECIALISTS INC.	BRUSH PICKUP	755-284	35	12,075.00
05/22/2023	APCH	100202*#	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	12,060.00
05/22/2023	APCH	100205	METROPOLITAN EMER RESP & INV TEA	FEES/DUES/SUBSCRIPTIONS	630-307	30	6,500.00
05/22/2023	APCH	100206	MIDWEST LEADERSHIP INSTITUTE	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	750.00
05/22/2023	APCH	100207	MUNICIPAL CLERKS OF DUPAGE CNTY	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	35.00
05/22/2023	APCH	100208	NCPERS GROUP LIFE INSURANCE	EMP DED - SUPPLEMENTAL LIFE INSURANCE	210-213	00	32.00
05/22/2023	APCH	100209#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	213.40
				NICOR GAS (825 MIDWAY)	570-235	20	165.09
				NICOR GAS (7760 QUINCY)	630-235	30	375.48
				CHECK APCHK 100209 TOTAL FOR FUND 01:			753.97
05/22/2023	APCH	100210	NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	250.00
05/22/2023	APCH	100211*#	NOVOTNY ENGINEERING	SPECIAL PROJECTS	720-230	35	3,801.53
				FEES - ENGINEERING	720-245	35	173.75
				FEES - ENGINEERING	720-245	35	450.00
				FEES - ENGINEERING	720-245	35	90.00
				FEES - ENGINEERING	720-245	35	540.00
				CHECK APCHK 100211 TOTAL FOR FUND 01:			5,055.28
05/22/2023	APCH	100212*#	NOVOTNY ENGINEERING	ENGINEERING SERVICES	820-262	40	1,326.00
				ENGINEERING SERVICES	820-262	40	187.50
				ENGINEERING SERVICES	820-262	40	62.50
				CHECK APCHK 100212 TOTAL FOR FUND 01:			1,576.00
05/22/2023	APCH	100213	P.F. PETTIBONE & CO.	OPERATING EQUIPMENT	630-401	30	71.00
05/22/2023	APCH	100214	PIOTR OPACIAN	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	128.65
05/22/2023	APCH	100215	PUBLIC SAFETY DIRECT INC	MAINTENANCE - VEHICLES	630-409	30	401.53
05/22/2023	APCH	100216	RATHS, RATHS & JOHNSON, INC.	ENGINEERING SERVICES	820-262	40	472.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND				ENGINEERING SERVICES	820-262	40	2,877.50
				CHECK APCHK 100216 TOTAL FOR FUND 01:			3,350.00
05/22/2023	APCH	100217	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	746.28
				UNIFORMS	630-345	30	735.00
				OPERATING EQUIPMENT	630-401	30	2,021.66
				OPERATING EQUIPMENT	630-401	30	130.98
				OPERATING EQUIPMENT	630-401	30	58.62
				CHECK APCHK 100217 TOTAL FOR FUND 01:			3,692.54
05/22/2023	APCH	100218	RYAN, LLC	CONTINGENCIES	490-799	10	225.00
05/22/2023	APCH	100219	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	1,196.00
				BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	2,902.50
				CHECK APCHK 100219 TOTAL FOR FUND 01:			4,098.50
05/22/2023	APCH	100220	SECRETARY OF STATE	MAINTENANCE - VEHICLES	630-409	30	151.00
05/22/2023	APCH	100221	TAMELING INDUSTRIES	ROUTE 83 BEAUTIFICATION	755-281	35	75.60
				ROUTE 83 BEAUTIFICATION	755-281	35	302.40
				ROUTE 83 BEAUTIFICATION	755-281	35	73.08
				ROUTE 83 BEAUTIFICATION	755-281	35	198.00
				ROUTE 83 BEAUTIFICATION	755-281	35	226.80
				ROUTE 83 BEAUTIFICATION	755-281	35	1,611.00
				STREET IMPROVEMENTS	765-685	35	306.90
				STREET IMPROVEMENTS	765-685	35	599.62
				CHECK APCHK 100221 TOTAL FOR FUND 01:			3,393.40
05/22/2023	APCH	100222	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	43.00
05/22/2023	APCH	100223	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	209.91
05/22/2023	APCH	100224	TRANSUNION RISK AND ALTERNATIVE	FEES/DUES/SUBSCRIPTIONS	630-307	30	75.00
05/22/2023	APCH	100225	UNDERGROUND PIPE & VALVE, CO.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	400.00
05/22/2023	APCH	100226	USABBLUEBOOK	OPERATING SUPPLIES & EQUIPMENT	710-401	35	464.57
05/22/2023	APCH	100227	VESCO OIL CORPORATION	MAINTENANCE - BUILDING	630-228	30	994.95
05/22/2023	APCH	100228	WAREHOUSE DIRECT	UNIFORMS	630-345	30	408.08
05/22/2023	APCH	100229	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
05/22/2023	APCH	100231	WORD SYSTEMS LLC	EDP LICENSES	640-263	30	1,893.60

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND				Total for fund 01 GENERAL FUND			110,471.36

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
05/22/2023	APCH	100168	A&W TRAILER LLC	VEHICLE MAINTENANCE	401-350	50	337.92
05/22/2023	APCH	100170	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	78.17
05/22/2023	APCH	100179	CINTAS CORPORATION NO 2	VEHICLE MAINTENANCE	401-350	50	30.00
05/22/2023	APCH	100184	COMMERCIAL TIRE SERVICE, INC	VEHICLE MAINTENANCE	401-350	50	497.40
				VEHICLE MAINTENANCE	401-350	50	741.96
				CHECK APCHK 100184 TOTAL FOR FUND 02:			1,239.36
05/22/2023	APCH	100187*#	ESRI	FEES DUES SUBSCRIPTIONS	401-307	50	7,500.00
05/22/2023	APCH	100188	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	2,500.00
05/22/2023	APCH	100190	H AND R CONSTRUCTION INC.	VEHICLE MAINTENANCE	401-350	50	650.00
05/22/2023	APCH	100193*#	HOME DEPOT CREDIT SERVICES	OPERATING EQUIPMENT	430-401	50	584.49
				NEW METERING EQUIPMENT	435-461	50	7.98
				CHECK APCHK 100193 TOTAL FOR FUND 02:			592.47
05/22/2023	APCH	100202*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	8,040.00
05/22/2023	APCH	100211*#	NOVOTNY ENGINEERING	SPECIAL PROJECTS	401-310	50	3,801.54
				FEES - ENGINEERING	405-245	50	90.00
				FEES - ENGINEERING	405-245	50	45.00
				CHECK APCHK 100211 TOTAL FOR FUND 02:			3,936.54
				Total for fund 02 WATER FUND			24,904.46

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
05/22/2023	APCH	100203	LYONS ELECTRIC COMPANY, INC.	BORSE PARK LIGHTING PROJECT	600-327	55	12,175.55
05/22/2023	APCH	100204	M & J ASPHALT PAVING COMPANY INC	RESURFACING	600-313	55	102,602.77
				RESURFACING	600-313	55	67,906.14
				CHECK APCHK 100204 TOTAL FOR FUND 10:			170,508.91
05/22/2023	APCH	100211*#	NOVOTNY ENGINEERING	ROAD PROGRAM DESIGN	600-310	55	11,996.59
				ROAD PROGRAM DESIGN	600-310	55	11,891.25
				ROAD PROGRAM DESIGN	600-310	55	14,086.84
				RESURFACING	600-313	55	3,305.15
				RESURFACING	600-313	55	1,729.42
				COMMUNITY CENTER CONSTRUCTION	600-326	55	630.00
				CHECK APCHK 100211 TOTAL FOR FUND 10:			43,639.25
05/22/2023	APCH	100212*#	NOVOTNY ENGINEERING	ROAD PROGRAM DESIGN	600-310	55	1,570.00
				ROAD PROGRAM DESIGN	600-310	55	13,588.50
				BORSE PARK LIGHTING PROJECT	600-327	55	1,147.50
				CHECK APCHK 100212 TOTAL FOR FUND 10:			16,306.00
				Total for fund 10 CAPITAL PROJECT FUND			242,629.71

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
05/22/2023	APCH	100230	WILLOWBROOK TOWN CENTER LLC	SALES TAX REBATE PAYABLE	210-114	00	54,334.99
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			54,334.99

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 17 SERIES 2022 BOND							
05/22/2023	APCH	100178*#	CHRISTOPHER B. BURKE	DESIGN SERVICES	540-426	85	51,522.05
				Total for fund 17 SERIES 2022 BOND			51,522.05
TOTAL - ALL FUNDS							483,862.57

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

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

VILLAGE OF WILLOWBROOK**BOARD MEETING****AGENDA ITEM - HISTORY/COMMENTARY****ITEM TITLE:**DISCUSSION – MIDWAY PARK IMPROVEMENT PROJECT AND
PHASE I OF THE BORSE PARK IMPROVEMENT PROJECT**AGENDA NO.** 7.**AGENDA DATE:** 5/22/2023**STAFF REVIEW:** Dustin Kleefisch, Director of Parks and Recreation**SIGNATURE:**

Sean Halloran, Village Administrator

SIGNATURE:**LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Sean Halloran, Village Administrator**SIGNATURE:****ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

In 2022, the Village completed a community-wide survey with regard to the condition of the parks and programs offered by the Village. While the results from the survey showed that most residents who submitted their opinion held the department in high regard, there was a lack of amenities or programs available. For example:

- 39% of residents surveyed asked for improved parks and playgrounds, primarily more amenities (e.g., benches, lighting), allowing leashed dogs, better upkeep, or more plants/trees/landscaping.
- 26% of residents surveyed desire more programs and events in general or across specific age groups (both youth and adults). A few want to see more programs conducted locally in town (without having to go to Burr Ridge).
- 21% of residents surveyed asked for more facilities, the majority for outdoor tennis and pickleball courts, or basketball courts. This also includes 6% who want a community swimming pool.

Furthermore, the findings and takeaways from the survey were as follows: 1) Increase community events (family/special events, concerts in the park, movies in the park, etc.), 2) Improved outdoor facilities, specifically walking trails, outdoor venue space, restrooms, and playground equipment, 3) Pickleball courts, 4) Adult programming (ages 19-55 years old), and 5) Senior programming and activities (ages 55+).

While the Village isn't able to incorporate all of the results or suggestions into Midway Park and Borse Memorial Community Park, staff is planning on reviewing other parks in the near future to make further recommendations with support from residents.

After the survey and Master Plan were completed, staff began the process of evaluating where some of these amenities and components could be added to parks within the community. Borse Memorial Community Park and Midway Park were identified as ideal locations because of the current park lot sizes, the potential for additional park amenities, and due to the fact that Borse Memorial Community Park is a Community Park. From there, staff developed a timeline and gathered information about a potential park project.

In January 2023, staff discussed a timeline and options with the Board of Trustees and received direction to begin communicating with the neighboring residents. As part of that Board presentation, staff proposed completing the Midway Park Improvement Project in 2023 and creating a three-year development phase for the Borse Memorial Community Park.

On March 15, 2023, the Village hosted an Open House to gather feedback from the residents within the area. Below are the original proposals for Midway Park and Borse Memorial Community Park:

MARCH 15, 2023 OPEN HOUSE – MIDWAY PARK IMPROVEMENT PROJECT DRAWING



MARCH 15, 2023 OPEN HOUSE – BORSE MEMORIAL COMMUNITY PARK IMPROVEMENT PROJECT DRAWING



RESIDENT FEEDBACK

The comments that were received from the first open house were the following (See Attachment A):

- The pickleball sound will be too loud and is too close to my property.
- The pavilion and bathrooms are too close to my property.
- Looks great! Make the hockey rink bigger! 25x25 is too small! Please fund the project. Its needed in that area.
- Love the new proposed 8 pickleball courts. Very much needed. Design looks great and first class use of materials. Environmentally friendly. Sound barriers will be great. Pavilion is also needed and welcomed in plans. Keep up the excellent work in providing recreational opportunities.
- I would like a football field at Borse.
- I really like the project for Midway Park. It will be such an improvement compared to a relatively little-used area.
- Appears that the needed drainage material is going to be beneficial for all. Hoping the new parking lot on Eleanor doesn't attract pedestrians in the late evening. Cameras in the new parking lot on Eleanor might be a plus for safety.
- Looks great! Would love if the walking path made a loop or went all around the perimeter.
- The information provided is first class. The details demonstrate the planning that has been done. The facilities look great and with consideration of the neighbors need. The parking, court layout and sound suppression is excellent. Great job!
- Look forward to pickleball courts. Please move forward with this. Will be a great addition to our community. Would like a couple concerts in park.
- Add a community garden with accessible ramps. Zipline. We fully support this project.
- Very nice new CRC, like the handicap door opener. Concerned about non-residents using pickleball courts at no charge.
- I'm excited for the official wiffleball field and the pickleball courts.
- Speed enforcement on Midway please.
- I'm excited for the hockey rink and the pickleball courts.

After the March 15, 2023 Open House, staff was contacted by the residents at 215 Midway Drive and 205 Midway Drive. This was the second time staff sat down with these property owners. At that meeting, only the neighbors from 205 Midway Drive were able to attend and discussed their opposition to the project which was mainly focused on the pickleball courts, parking, and the overall concern for public nuisance if these improvements were made. During that meeting, staff offered the property owners the option to present their own plan at the next Open House in May.

While the majority of the feedback was positive from the Open House on March 15th, staff asked a sound engineer to also evaluate the concerns of the neighboring residents with regard to the sound made from the pickleball courts. The engineer recommended relocating the pickleball courts to Borse Memorial Community Park since the sound made can be higher than the 55-decibel baseline level for an activity near residences. Staff agreed with the recommendation of the engineer and the neighboring residents and moved the pickleball courts to Borse Memorial Community Park.

After receiving several questions and concerns from residents, staff sent out a letter (Attachment B) to inform the residents of the timeline of the project, additional background, and the date for the next Open House in May.

MAY 11, 2023 OPEN HOUSE – MIDWAY PARK IMPROVEMENT PROJECT DRAWING

Since the feedback from the first Open House in March, staff worked on making changes that were reflective of resident and staff safety concerns. As part of those changes, staff recommended removing the pickleball courts from Midway Park, moving the bathroom away from 205 Midway Drive, adding a walk path, and installing three traffic calming devices and three pedestrian crossings. At the May 11, 2023, Open House, staff presented two options based on resident feedback from the first Open House. The residents from 205 Midway Drive also presented an option as well, which is Concept C. The residents from 215 Midway Drive did not produce a concept.

CONCEPT A –



CONCEPT B –



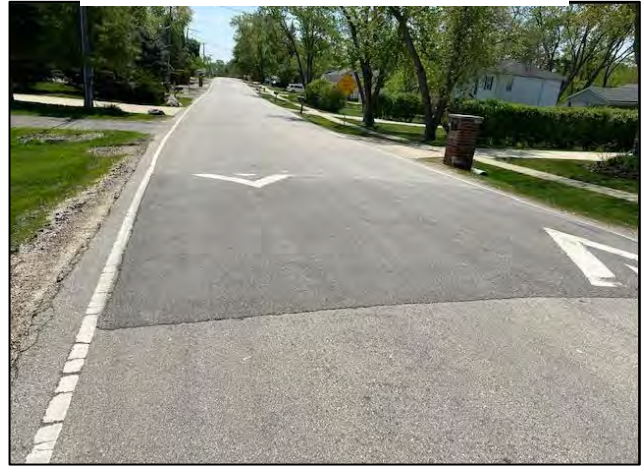
CONCEPT C – 205 MIDWAY DRIVE

On May 16th, 2023, staff asked for a copy from the residents at 205 Midway Drive to include in this Board report, but did not receive a copy by Friday, May 19th.

TRAFFIC SAFETY

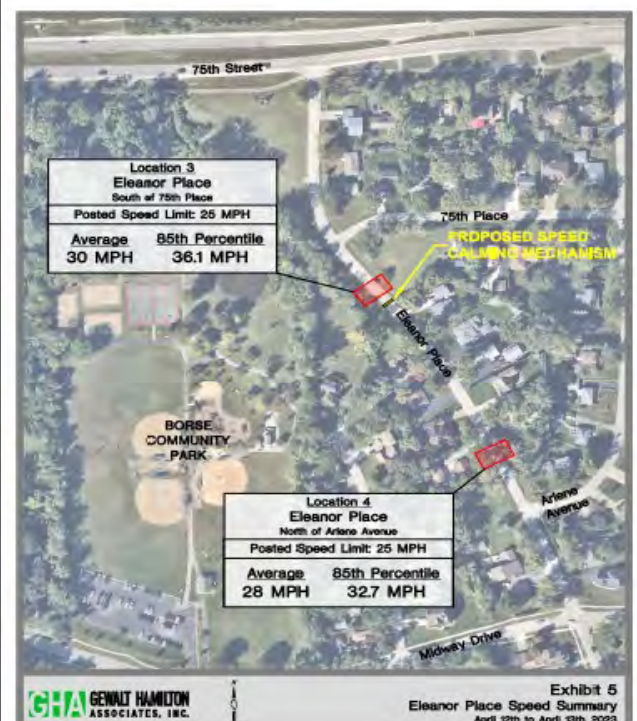
Since 2020, the Village has installed traffic calming devices in the neighborhood, specifically the installation of speed tables along Eleanor Place, speed monitors at Eleanor Place near 75th Street, and along Midway Drive between Borse Memorial Community Park and Midway Park. As part of the Midway Park Improvement Project, based on the traffic study provided by Gewalt Hamilton, the Village will install three-speed tables and pedestrian crossings at the following locations:

Existing Speed Table on Eleanor Place



Speed Tables:

1. Slightly west of Midway and Borse Park on Midway Drive
2. Slightly east of Midway and Borse Park on Midway Drive
3. South of 75th Place and Eleanor Place on Eleanor Place



Pedestrian Crossings:

1. Brookbank Road and Midway Drive on Midway Drive
2. Virginia Court and Midway Drive on Midway Drive
3. Eleanor Place and Midway Drive on Midway Drive



RESIDENT FEEDBACK (Attachment C)

At the May 11th Open House, staff asked residents to vote on which option they prefer and provide additional feedback for Midway and Borse Memorial Community Park. 72% of participants preferred Concept A or B, specifically, there were 20 votes for A and 1 vote for B. There were 8 “no” votes for Concept A or B. The “no” votes preferred a passive approach which is Concept C, the residents from 205 Midway Drive’s recommendation. There were also 5 “no” votes for the parking lot at the northeast acre of Borse Memorial Community Park. Lastly, there was a petition (Attachment D) in support of the project that gathered an additional 15 signatures. Please note that staff did not count the green stickers on the board and not every vote included a comment. Below are the comments from the May 11th, Open House:

Supports the Project: (All resident comments transcribed as presented)

- Looks good.
- Thank you 1,000 times for caring about our Village!
- Concept A maximizes the space and offers more options for residents. Thank you!
- Please consider taking down the no dog signs. We have few sidewalks in our neighborhoods. Burr Ridge, Hinsdale, Downers Grove, Darien all allow leashed dogs. A walkable path would be nice too.
- Please allow leashed dog walking in the park. Super excited! Please there will be a place for hockey!
- The hockey/ice rink really sets apart the designs for me. Love the use of space and all the variety of activities.
- I like that you made a whiffleball field. I will have a lot of fun with it.
- Go big or go home! We are extremely supportive of the additions at Midway Park. My sons and friends will be there all the time. We live on Brookbank. It’s a great space, lets use it. Please make the sports court as big as possible. Thank you for all you are doing!
- Cover pickleball courts in Borse to the geese. Ensure Borse kid’s playground has shade. Ensure Midway plan B fitness has shade. 2-speed tables on Midway Drive. Add crosswalk between Midway and Borse. Add low-impact walking around the perimeter of Borse or Midway. Add bandshell/stage/movie area (covered). Ensure trash receptacles have separate recycling.

- Will the little kids playground be fenced in? Would be nice if it is since its so close to Midway Road?
 - I like the nature path. There are coyotes that live back there. Best for them to be removed. At dusk they have been seen where the pickleball courts are.
 - Lots of great activities for all ages. Would like to see the bandshell be re-added. Please make multi-sport flex sports court as large as possible. Will there be lights on it? Would like lights on it for the winter when it is ice. Gets dark early.
 - I would like to see the shelter area expanded. It will allow for programs – appears there is room on both sides. If not possible, I will vote for Concept B with the larger picnic area.
 - Concept A – it has more activities.
 - Either concept doesn't matter to me. Please build pickleball courts.
 - Can the pond be cleaned up and made deeper? It would be nice if it could get stocked with fish and be somewhat of a nature experience.
 - Community garden, ice cream shop, and soccer fields
 - Great boards. Smart to limit to two options. Keep the parks "no pet" areas. Consider adding solar lighting around potential walking path (low-impact surface material preferred – e.g. no concrete, asphalt, etc...)
- Thank you!

Against Midway Park Project

- Leave it more green for older people to relax, young can play across the street. I like independent idea. For more of a "relaxation place" instead of activities.
- It should be more of a passive use.
- Neither A or B. Please leave as is!
- None of the above [*referring to Concept A or B*]. Not enough green space – too much concrete.
- There are other concepts like the neighbors brought to consideration.
- None of the above. Not enough policing the area as is only opens more space for bad actors.
- Midway Park should be green space, walking trails, potentially a water feature. Current concepts appear "busy" cramming many amenities into one space.

Feedback from Borse Memorial Community Park

- Kids playground "too offset", too close to Midway. Basketball courts are not utilized (one enough). Expand existing parking lot towards baseball fields (Borse).
- On Borse Park I would eliminate the nature trail. Its really a nuisance to the neighboring property. I question the placement of the kids area close to the street.
- We really like the park the way it is. It is beautiful. If really needed, move the parking lot to where the playground is proposed at. It is too close to the street.
- Playground is too close to the street.
- Will you fence the nature trail to the west to protect the 215 property?
- Park too close to street. Will it be completely fenced off?
- Concern of people crossing over property line.
- Coyotes in forest, add fences to the park.

Against/Feedback Parking Lot at Eleanor Place at Borse Memorial Community Park

- I oppose the parking lot on the corner of Eleanor Pl and 75th st. on the basis of increased traffic on Eleanor Pl. There are multiple families with small children on Eleanor Pl between 75th and Midway and the cars are already too much and too fast.
- Against parking @ Eleanor and 75th – will be used for Fields @ HS – lots of people crossing 75th st and increased traffic on Eleanor.
- Please consider the consequence of the lot on 75th and Eleanor. It will likely become overflow high school parking.
- I do not like expanding the parking lot at Eleanor Pl. It will be too crowded.
- Are we sacrificing our neighborhood for more parking spaces?
- I oppose 110%. If this parking lot is made I definitely recommend the proposed evergreen buffer trees on Eleanor Place. I do suggest instead of parking on Eleanor to remove the baseball field or playground and

turn it into a parking lot. Its the only remaining nature field is on Eleanor/75th. It would make sense to leave that field as is!

- Put all the parking at Midway and forget the extra fields/pavilion.

Other

- Pavilion events posted with cracked plexiglass improve event Board for posted events.
- No wood chips in Park. Add either rubber soft ground or soft green grass-looking turf. Canopy for shade too.

CONCLUSION:

Based on resident feedback, staff is recommending moving forward with Concept A for Midway Park and Phase I of Borse Memorial Community Park. The only additions to the projects include the following:

Midway Park:

- Solar lighting will be added around the parking lot and the walking paths.
- There will also be a fence installed at the south end of the project to preclude any visitors from entering from that direction of the park.

Borse Memorial Community Park:

- Gates will be installed at the Eleanor Place parking lot to prevent the use of Hinsdale South students.
- Staff will also ask the Board to review a request for no right turn out of the parking lot onto Eleanor Place.
- While construction for the nature trail is one year away, a fence will be installed along the trail.

The timeline below is for Midway Park and Borse Memorial Community Park:

- Midway – Project is estimated to be completed by the end of 2023.
- Borse Memorial Community Park
 - Phase I – Stormwater improvements and permeable paver parking lot at Eleanor Place will be completed by the end of 2023
 - Phase II – replacement of current asphalt parking lot, installation of pickleball courts, installation of softball batting cages, pitching area and synthetic turf warm up area, walking path extension, and pavilion replacement will be completed by the end of 2024
 - Phase III – installation of new playground, splash pad, fencing, and landscape beautification will be completed by the end of 2025.

Finally, the schedule for upcoming future projects is below. Please keep in mind that Open Houses for each park will be scheduled in the fall of 2023.

- FY 24/25 (Summer of 2024)
 - Phase II of Borse Memorial Community Park
 - Phase I of Creekside Park
 - Farmingdale Park
- FY 25/26 (Summer of 2025)
 - Phase III of Borse Memorial Community Park
 - Phase II of Creekside Park

ACTION PROPOSED: Provide Feedback and Direction

ATTACHMENT A



FEEDBACK FORM

Please provide feedback based on tonight's materials.

Looks great! Make the hockey rink bigger! 25x25 is too small!

Provide Additional Comments

Please find the project. It's needed in that area



FEEDBACK FORM

Please provide feedback based on tonight's materials.

LOVE The new proposal for Pickleball
(Court). Very much needed. Design
Looks great & first class use
of materials. Environmentally
friendly. Sound barriers will be
great. Pavilion is also needed
& welcomed in plans. Keep
up the excellent work in providing
recreational opportunities!

Provide Additional Comments

Pickleball is the fastest growing
sport in the county for all ages!



FEEDBACK FORM

Please provide feedback based on tonight's materials.

I would like a Football
Field at Borse.

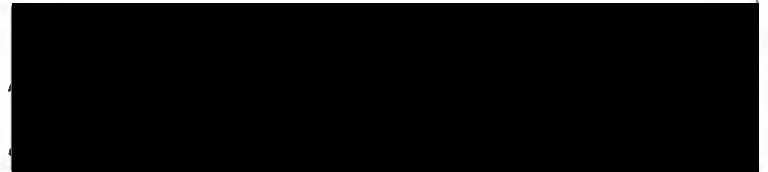
Provide Additional Comments



FEEDBACK FORM

Please provide feedback based on tonight's materials.

I really like the project for Midway Park. It will be such an improvement compared to a relatively little-used area.



Willow brook, IL 60527

Provide Additional Comments



FEEDBACK FORM

Please provide feedback based on tonight's materials.

APPEARS THAT THE NEEDED DRAINAGE
MATERIAL IS GOING TO BE BENEFICIAL FOR ALL.
HOPING THE NEW PARKING LOT ON
ELGANOR DOESN'T ATTRACT PEDESTRIANS
IN THE LATE EVENING. CAMERAS IN THE
NEW PARKING LOT ON ELGANOR MIGHT BE
A PLUS FOR SAFETY.

Provide Additional Comments



FEEDBACK FORM

Please provide feedback based on tonight's materials.

Looks great! Would love if the walking path made a loop or went all around the perimeter.

Provide Additional Comments



FEEDBACK FORM

Please provide feedback based on tonight's materials.

The information provided is first class. The details demonstrate the planning that has been ~~done~~. The facilities look great and with consideration of the neighbors need. The parking, court layout and sound suppression is excellent!
Great job!

Provide Additional Comments



FEEDBACK FORM

Please provide feedback based on tonight's materials.

Look Forward To Pickle Ball Courts
Please Move Forward with this.

Will Be a great Addition TO
Our Community

Provide Additional Comments

Would Like a couple Concerts
in Park



FEEDBACK FORM

Please provide feedback based on tonight's materials.

• add a community garden
• Zip line
With accessible ramps

- we fully support this project!!

Provide Additional Comments



FEEDBACK FORM

Please provide feedback based on tonight's materials.

Very nice new CRC & liked
the handicapped ~~op~~ door opener.

Provide Additional Comments

Concerned about non-residents using
pickle ball courts at no charge.



FEEDBACK FORM

Please provide feedback based on tonight's materials.

I'm excited for the official
wiffleball field and the pickleball courts.

Provide Additional Comments



FEEDBACK FORM

Please provide feedback based on tonight's materials.

Speed enforcement on
Midway
Please

Provide Additional Comments



FEEDBACK FORM

Please provide feedback based on tonight's materials.

I'm excited for the hockey rink
and the pickball center.

Provide Additional Comments

ATTACHMENT B



Village of WILLOWBROOK

Mayor

Frank A. Trilla

March 30, 2023

Village Clerk

Deborah Hahn

Village Trustees

Mark L. Astrella

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Gregory Ruffolo

Village Administrator

Sean Halloran

Chief of Police

Robert Schaller



Proud Member of the
Illinois Route 66 Scenic Byway

Dear Residents,

This letter is a follow-up to last month's correspondence with you regarding the Midway Park Improvement Project and the Borse Community Park Improvement Project. In response to the feedback that has been received from the Open House on March 15th, 2023, two letters from residents, several emails from four property owners, and the 20 residents that have attended the Board meeting opposing some of the changes, the Village would like to give further background on the project.

In 2022, the Village conducted a community survey specifically for parks and recreation, which was administered by aQity Research & Insights, Inc. Staff received a topline and final report of the findings in January 2023. In this survey, three hundred and fifteen residents responded and provided their feedback. This survey provided community-wide observations on the current conditions of the parks, current rating of programs/services rendered, and what wants or needs the community would like to see staff focus on and bring to Willowbrook. ([Willowbrook Parks and Rec Community Survey Results*](#))

The findings and takeaways from the survey were as follows: 1) Increase community events (family/special events, concerts in the park, movies in the park etc.), 2) Improved outdoor facilities, specifically walking trails, outdoor venue space, restrooms, and playground equipment, 3) Pickleball courts, 4) Adult programming (ages 19-55 years old), and 5) Senior programming and activities (ages 55+). From these survey results a Parks and Recreation Master Plan was developed. This document identifies and evaluates the current park infrastructure and prioritizes what projects need to be completed and where.

After the survey and Master Plan were completed, staff began the process of evaluating where some of these amenities and components could be added to parks within the community. Borse Community Park and Midway Park were identified as ideal locations because of the current park lot sizes, and the potential for additional park amenities. From there, staff developed a timeline and gathered information about a potential park project.

*Willowbrook Parks and Rec Community Survey Results

<https://www.willowbrookil.org/DocumentCenter/View/2812>

On the Village website, willowbrookil.org

Select Departments menu, then Parks and Recreation page. The link to the survey is available in the fifth paragraph, "Parks and Recreation Community Survey Results."

PROJECT TIMELINE:

Project planning and development is a long and carefully managed process. These steps are imperative to every project's success because it's important that your voice is heard, and the Village receives community feedback.

Below are the typical steps that are followed during a large capital project:

- ✓ 1. Gather community-wide feedback, data, and information to justify staff-time spent researching the subject (i.e., community survey) – **Completed**
- ✓ 2. Develop a concept rendering of the project as completed to give a visual cue to what a potential project may entail. – **Completed.**
- ✓ 3. Develop a proposed and estimated budget, outlining any potential cost for the project. – **Completed.**
- ✓ 4. Present the concept rendering and budget to the Mayor and Board of Trustees for approval to move forward and explore bringing the project to fruition. **Completed.**
- ✓ 5. Host a Community Open House, Capital Improvement Project meeting to receive feedback from residents in the community (This event was held on Thursday, March 15th at 5:30pm at the Community Resource Center. Meeting notices were mailed to homes surrounding the proposed project area.) – **Completed.**
- 6. Interpret community feedback and finalize project details ***Current phase of this project timeline***
- 7. Present amended and finalized project details to community at an Open House meeting (date of next meeting will be Thursday, May 11th at 5:30pm at the Community Resource Center, 825 Midway Drive.)
- 8. Interpret community feedback and present it to the Mayor and Board of Trustees for final approval. (This step may be delayed based on overall feedback)
- 9. Create and release Requests for Proposals (RFPs) for contractors to perform the duties specified for the project
- 10. Review bids submitted, present the best bid to the Mayor and Board of Trustees and award proposal for the project to begin.
- 11. Set project timeline and inform community members

TRAFFIC SAFETY:

Since 2020, the Village has installed traffic calming devices in the neighborhood, specifically with the installation of speed tables along Eleanor Place, speed monitors at Eleanor Place near 75th Street, and along Midway Drive in between Borse Community Park and Midway Park. As part of the Midway Park Improvement Project, the Village would like to increase traffic calming measures, which would include a raised crosswalk and potential stop signs in between Midway Park and Borse Community Park along Midway Drive. The Village has also asked representatives from Gewald Hamilton, a traffic engineering firm, to review further measures which could include stop signs at the following intersections:

1. Eleanor Place and Midway Drive (4-way stop intersection)
2. Brookbank Road and Midway Drive
3. Virginia Court and Midway Drive

The proposed additional parking lots (122 spots) at Midway Park and Borse Community Park are a necessity to alleviate congestion in the neighborhood. It's imperative that emergency vehicles can pass through the neighborhood without being blocked by parked vehicles. As of right now, the Village is conducting a traffic study in the neighborhood based on data for the last year.

NEXT STEPS:

As part of the process, the Village will present alternative options at the next Open House Meeting on **Thursday, May 11th at 5:30 pm at the Community Resource Center (825 Midway Drive.)** At this meeting, the Village will offer different choices based on the feedback received from the Open House on March 15th, 2023, and additional correspondence from residents. Based on the comments received, the initial proposal for pickleball courts have been **removed** from the Midway Park Improvement Project. The updated amenities are below and will vary by option.

Village staff is asking for your input. At the May 11th Open House, another choice, consisting of recommendations from the public, specifically from the neighboring property owners of Midway Park, will be available.

Midway Park Improvement Project Amenities

- ~~Pickleball Court~~
- Wiffleball field (Summer/Fall 2023)
- Permeable paver parking lot (51 spaces) (Summer/Fall 2023)
- Outdoor fitness equipment (Added after 3/27 Board meeting after receiving resident comment) (Summer/Fall 2023)
- Restroom facility (Summer/Fall 2023)
- Multi-sport court (Summer/Fall 2023)
- Arborvitaes and native tree planting along with landscape beautification. (Estimated 50 trees installation - Fall 2023)



Borse Community Park Improvement Project Amenities

- New permeable paver parking lot off of Eleanor Place (71 spaces and an estimated 50 trees installation, project estimated for Summer/Fall of 2023)
- Expanded concrete walking path (increase pathway by 0.4 miles, from .027 miles to 0.67 miles) (Spring 2024)
- Replacement of current pavilions (Spring 2024)
- Replacement and conversion of the current asphalt parking lot to permeable paver (86 parking spaces) (Summer/Fall 2024)
- Softball game field enhancements (outfield fence, scoreboard, and stands) (Spring 2024)
- Softball field training and warm-up area (Summer 2024)
- Pedestrian bridge over (connecting Eleanor lot to the north pathway in the park) (Summer 2024)
- Tree plantings and beautification (Estimated 40 trees installation – Fall 2024)
- New playground with pour-in-place ADA accessible surface. (Summer 2025)
- New Splash Pad (Summer 2025)
- Band shelter (Summer 2025)
- Pickleball courts (Added after residents' suggestion – Summer 2025)

The Village encourages all residents, especially those in the Midway and Borse Park neighborhood, to attend the next Open House meeting on **Thursday, May 11th at 5:30 pm at the Community Resource Center (825 Midway Drive.)** At that time, there will be alternatives for this project presented, and your feedback and comments will decide what options are selected for the project and presented to the Village Board for approval.

The Village is encouraging you to voice your opinion and participate in this meeting. Ultimately, the purpose of this project is to improve the recreational facilities and opportunities for you and your families in your community. We have enjoyed wonderful partnerships and relationships with our surrounding communities, but we want to take pride in and provide Willowbrook residents with facilities, events, and activities in Willowbrook. The Village believes these improvements will create a marquee park, similar to Harvester Park (Burr Ridge) or Community Park (Darien), for Willowbrook and our residents.

If you have any questions or comments about the project you can contact Mayor Frank Trilla at frilla@willowbrook.il.us, Sean Halloran, Village Administrator at shalloran@willowbrook.il.us or Dustin Kleefisch, Director of Parks and Recreation at dkleefisch@willowbrook.il.us, or please call 630-323-8215 if you would like to speak with one of us about the project.

We look forward to hosting you and discussing these exciting improvements coming to our community!

Sincerely,

Frank Trilla
Mayor

Sean Halloran
Village Administrator

Dustin Kleefisch
Director of Parks and Recreation

ATTACHMENT C



SECTION 1 – VOTES

Section includes slips where preference was indicated, with and without feedback and comments.

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

Look great!

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

concept A maximizes
the space and offers
more options for
residents

Thank you!

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

Thank you 1,000

times for caring

about our village!

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

Please consider
taking down the
no dog signs -
We have few side-
walks in our neighbor-
hood.
Burr Ridge, Hinsdale
Darien, Oak Brook, Naperville
all allow leashed dogs.

(I don't even have a dog)
any more
*environmentally friendly
A walkable path would be nice too.

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

PLEASE ALLOW LEASHED
DOG WALKING IN THE PARK.
SUPER EXCITED!
PLEASED THERE WILL
BE A PLACE FOR HOCKEY!

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

The Hockey/ice rink really sets
apart the designs for me. Love
the use of space and all the variety of
activities.

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

I like that you
made a basketball field
I will have a lot of
fun

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

Go Big or Go Home!

We are extremely supportive of
the additions at Midway
Park. My sons & friends will
be there all the time!
We live on Brookbank
It's a great space, let's use it.
Please make the sports court as big
as possible.

Thank you for all you are
doing!

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

Public Input Meeting - Ballot
Midway & Borse Park, Village of Willowbrook
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

cover pickle ball courts in Borse due to geese
ensure Borse kid's playground has shade
ensure Midway Plant's fitness has shade
2 speed tables on Midway Drive
Add crosswalk between Midway & Borse
Add low impact walking path around
perimeter of Borse or Midway
Add bird shell/stage/nook area (covered)
Ensure trash receptacles have separate
recycling

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

Will the little kids
playground be fenced
in? would be nice
if it is since it's
so close to Midway
Road.

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

Lots of great activities
for all ages. Would
like to see the band shell
be re-added. Please make
multi-sport flex sports
court as large as possible.
Will there be light on
it? would like lights on
it for the winter when
it is ice. Gets dark
so early.

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

I like the nature path.
There are coyotes that
live back there. Best
for them to be removed.
At dusk they have
been seen where the
pickle ball courts are.

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

Concept A -
I would like to see the
shelter area expanded -
it will allow for programs -
appears there is room on
both sides.
if not possible, I will
vote for Concept B with
larger picnic area.

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

It has more activities

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

Please build pickleball
courts

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

Can the pond be
cleaned up and
made deeper? It would
be nice if it could
get stocked with fish
and be somewhat
of a nature experience.

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

SECTION 2 – NIL VOTE

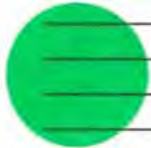
Section includes slips where no preference was indicated, with and without feedback and comments.

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:



None

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

None of the
Above
Not enough Potomac
the area as is
only opens more
space for Bad Ideas

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

None of the Above
Not enough Green
Space -
Too Much Concrete

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B



None of the
above.
It should
Be more
Passive use

Please provide any comments, thoughts,
and/or feedback below:

- On Borse Park I would eliminate the nature trail. It's really a nuisance to the neighboring property
- I question the placement of the kids area close to the street
- Please consider the consequence of the lot on 75th & Eleanor. It will all become over flow High school

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

~~CONCEPT A~~

~~CONCEPT B~~

Please provide any comments, thoughts,
and/or feedback below:

Midway Park should be green
space, walking trails, potentially
a water feature. Current concepts
appear "busy". Cramming many
amenities into one space.

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

~~CONCEPT A~~

~~CONCEPT B~~

Please provide any comments, thoughts,
and/or feedback below:

HELLO,
my name is [REDACTED]
ORIGINALLY I DO
NOT LIKE EXPANDING
THE PARKING LOT
ELEANOR ST WILL BE
TOO CROWDED
NEITHER FOR US
PLEASE LEAVE AS IS!

yes to speed bumps

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A leave it

more green

CONCEPT B

For older people
to relax, young

Please provide any comments, thoughts,
and/or feedback below: across the street

- against parking @ Eleanor & 75th
will be used for fields @ HS → lots of
people crossing 75th St & increased
traffic on Eleanor
- kids playground too "off set" closer
too close to Midway
- basketball courts are not utilized (one enough)
- I like independent idea for more
of a "relaxation place" instead of
activities
- expand existing parking lot towards



Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

None

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

We really like the park.
the way it is. It is
beautiful. If really needed,
move the parking lot to
playground 16 because

FRONT

playground 16. it is too
close to the street.

There are other concepts,
like the one the
neighbours brought to
consideration.

Are we sacrificing our
neighbourhood for more
parking places?

BACK



SECTION 3 – FEEDBACK / COMMENTS ONLY

Section includes feedback and comments submitted.



FEEDBACK FORM

Please provide feedback based on tonight's materials.

PERMEABLE PARKING LOT 6 I OPPOSE 110%
ON ELEANOR PLACE. IF THIS PARKING LOT
IS MADE I DEFINITELY RECOMMEND THE
PROPOSED EVERGREEN BUFFER TREES ON ELEANOR PL.
I DO SUGGEST INSTEAD OF PARKING 6 ON ELEANOR TO
REMOVE EXISTING BASEBALL FIELD #4, OR #16 PLAYGROUND
AND TURN INTO A PARKING LOT. THE ONLY REMAINING

Provide Additional Comments

↳ NATURE FIELD IS ON ELEANOR / 95TH, IT WOULD
MAKE SENSE TO LEAVE THAT FIELD AS IT IS!



FEEDBACK FORM

Please provide feedback based on tonight's materials.

community
ice cream shop garden
soccer fields

Provide Additional Comments



FEEDBACK FORM

Please provide feedback based on tonight's materials.

████ would like a "trampoline zipline and art area."

Provide Additional Comments



FEEDBACK FORM

Please provide feedback based on tonight's materials.

Great boards

Smart to limit to two options

Provide Additional Comments

Keep the parks "no pet" areas

Consider adding solar lighting around potential walking path (low-impact surface material preferred - e.g. no concrete, asphalt, etc...)

Thank you!

Playground
is too
close to
the street

pavilion events
posted

W/ CRACKED PLEXIGLASS/
IMPROVE EVENT BOARD
FOR POSTED EVENTS

Will you
fence the Native
Trail to the
west to
protect the
215 property?

CONCERN OF
PEOPLE CROSSING
OVER PROPERTY LINE

No wood chips in
Park. Add either
rubber soft ground
or soft green
grass looking turf.
Canopy for shade too

Park too close to
street.
Will it be completely
fenced off?

Coyotes in forest,
add fences to
the park

Which Midway Park concept do you prefer?
(Please circle one)

CONCEPT A

CONCEPT B

Please provide any comments, thoughts,
and/or feedback below:

I oppose the parking lot
on the corner of Eleanor Pl and
75th St. on the basis of increased
traffic on Eleanor Pl. There are
multiple families with small children
on Eleanor Pl between 75th and Midway
and the cars are already too much
and too fast. Put all the parking
on Midway and forget the extra
fields/pavilions.

Public Input Meeting - Ballot
Midway & Borse Park
5/11/2023

ATTACHMENT D

PETITION IN SUPPORT OF MIDWAY PARK DEVELOPMENT

Whereas, the undersigned we are all residents within short walking distance to Midway Park within the Village of Willowbrook, IL.

Whereas, we as residents support development and improvement to Midway Park, which we see as an underutilized community space. We support the addition of pickleball courts (the fastest growing sport in our country), a wiffleball diamond, restrooms, additional parking, and other amenities deemed appropriate by the Village of Willowbrook. These improvements provide benefits for all age groups.

Whereas we, as residents, support additional improvements to Borse Community Park as well. We believe parks are for the benefit of the entire community and would enjoy seeing enhancements to Midway Park beyond the undeveloped grassy field it is now. We support the Village of Willowbrook recommendations to develop Midway Park based on the 2022 community survey results.



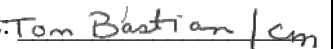
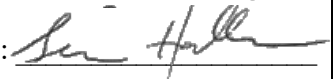
Note: all addresses are in Willowbrook, IL 60527

Signature	Address
<i>Zoltan Baksay</i>	[REDACTED]
<i>A. Beren</i>	[REDACTED]
<i>Mark Aspin</i>	[REDACTED]
<i>Vivessa Ortega</i>	[REDACTED]
<i>[Signature]</i>	[REDACTED]
<i>[Signature]</i>	[REDACTED]

Signature	Address
Matthew [Signature]	[Redacted]
[Signature]	[Redacted]
[Signature]	[Redacted]
Delma Jambhe	[Redacted]
Mike Seld	[Redacted]
Eva Grumbli	[Redacted]
Peter Grumbly	[Redacted]
David M. Ham	[Redacted]
Edward Ham	[Redacted]

VILLAGE OF WILLOWBROOK**BOARD MEETING****AGENDA ITEM - HISTORY/COMMENTARY****ITEM TITLE:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF THE SOUTHEAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION ("SEASPAR") ANNUAL LEVY RATE ASSESSMENT

AGENDA NO. 8**AGENDA DATE:** 5-22-2023**STAFF REVIEW:** Dustin Kleefisch, Director of Parks & RecreationSIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Sean Halloran, Village AdministratorSIGNATURE: **REVIEWED & APPROVED BY A COMMITTEE:** YES ☐ NO ☐ N/A ☒**ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)**

PREVIOUS DISCUSSION: With the approval of the SEASPAR Joint Agreement, the Village of Willowbrook is now moving forward in transitioning to becoming a member of SEASPAR. Logistically, after withdrawal from Gateway SRA (Special Recreation Association), the earliest date that the Village will be able to join SEASPAR as a member entity will be September 1st, 2024. As an organization, SEASPAR functions on a calendar fiscal year schedule from January 1 to December 31st. As a result, all membership contributions must be paid within the calendar year. Upon entry into SEASPAR on September 1st, 2024, the Village of Willowbrook will be responsible for payment of 4/12th or 33% of its annual member contribution. SEASPAR assesses member contributions using a standard formula. The formula used to calculate the contribution is the EAV (Equalized Assessed Value) of the community multiplied by the contribution rate of 0.0135%. Therefore, using 2022 data, Willowbrook's EAV was \$501,288,420 x 0.0135% equaling a member contribution of \$67,674. This is the estimated annual contribution that the Village will be responsible for as a member of SEASPAR. With fluctuation in the EAV of the community will come fluctuation in the precise dollar amount paid each year for the member contribution, SEASPAR staff and Village staff will present those changes on an annual basis to inform the Board.

DISCUSSION UPDATE: This resolution if adopted would approve the initial payment terms agreement with SEASPAR as the special recreation provider for the Village of Willowbrook. Given the time of the year and where it falls within the fiscal calendar for SEASPAR, the first-year contribution will be 33% of the Villages annual contribution, which is an approximate expense of \$22,340 for fiscal 2024/25. After January 1st, 2025, the Village will pay its normal contribution amount.

For fiscal year 23/24 the Village of Willowbrook will make its two normal contribution payments to Gateway SRA. In 2024 the Village will make one full payment and one prorated payment to Gateway SRA, plus the 33% payment to SEASPAR. In 2025 all special recreation payments will go to SEASPAR

RECOMMENDATIONS: Staff's recommendation is for the acceptance and approval of the Agreement**ACTION PROPOSED:**

Adopt the Resolution

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
AUTHORIZING THE EXECUTION OF THE SOUTHEAST ASSOCIATION FOR
SPECIAL PARKS AND RECREATION (“SEASPAR”) ANNUAL LEVY RATE
ASSESSMENT**

WHEREAS, the Southeast Association for Special Parks and Recreation (“SEASPAR”) is an intergovernmental special recreation association organized under the Illinois Municipal Code and the Illinois Park District Code; and

WHEREAS, the Village of Willowbrook previously applied to become a member of SEASPAR; and

WHEREAS, on January 17, 2023, SEASPAR accepted the Village as a new member; and

WHEREAS, the corporate authorities of the Village of Willowbrook previously approved the SEASPAR Joint Agreement.

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

SECTION 1: Recitals. The above-stated recitals are incorporated into this Section 1 as if fully set forth herein.

SECTION 2: The certain initial terms of the agreement with SEASPAR and assessment calculations, a copy of which is attached hereto as Exhibit “A”, be and is hereby approved.

SECTION 3: The Mayor be and is hereby directed to sign said agreement on behalf of the Village and the Village Clerk is hereby directed to attest to said signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4: This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 22nd day of May, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**AGREEMENT WHEREBY THE VILLAGE OF WILLOWBROOK IS ADMITTED AS MEMBER
ENTITY OF THE SOUTH EAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION
AND INITIAL TERMS OF AGREEMENT**

WHEREAS, the Village of Willowbrook has heretofore elected to enter into a Joint Agreement for South East Association for Special Parks And Recreation (SEASPAR), as amended, under powers granted to it by Section 8-10b of the Illinois Park District Code, and whereas their request for admission to said Joint Agreement had been approved by the Board of Directors of said Association operating under the authority of said Joint Agreement

NOW, THEREFORE, it is hereby agreed as follows:

Section 1. Said Association hereby formally accepts and admits said Village into membership in said Association as a participating entity under said Joint Agreement with full rights of membership therein effective September 1, 2024.

Section 2. The assessment against said Village from SEASPAR's remaining 2024 fiscal year, September 1, 2024–December 31, 2024, is 4/12th or 33% of the approved levy rate by the SEASPAR Board to be paid in accord with Par. IV of said Joint Agreement, and that for the fiscal years thereafter the assessments to be allotted to said Village shall continue to be in accordance with Par. IV of the said Joint Agreement.

DATED this ____ day of _____, 2023

DATED this ____ day of _____, 2023

South East Association for
Special Parks And Recreation

Village of Willowbrook

BY: _____
President

BY: _____
Mayor

Attest: _____
Secretary

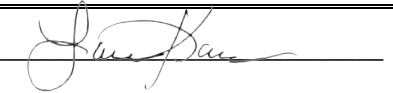
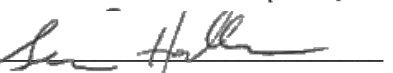
Attest: _____
Village Clerk

(SEAL)

(SEAL)

VILLAGE OF WILLOWBROOK**BOARD MEETING****AGENDA ITEM - HISTORY/COMMENTARY****ITEM TITLE:**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF ILLINOIS FOR THE ORGANIZED RETAIL CRIME GRANT PROGRAM

AGENDA NO: 9**AGENDA DATE: 05/22/2023****STAFF REVIEW:** Lauren Kaspar, Chief of Police**SIGNATURE:****LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Sean Halloran, Village Administrator**SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:** YES ☐NO ☐N/A ☒**ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.):**

The Attorney General (AG) of the State of Illinois has offered a grant for participation in their Organized Retail Crime Program (ORC). The AG office has recognized that organized retail crime is a major impact upon retail merchants in the state and throughout the Village. Addressing this ongoing and growing problem requires working together among agencies in different jurisdictions and even regions of the state. The AG's office formed a task force of both law enforcement and prosecutors to address this problem. As part of their collaboration, the AG's office has begun offering a grant to local police agencies to assist in this effort.

The Organized Retail Crime Grant Program has been established to provide funds to police departments to pay for technology such as cameras or forcible stop equipment to identify and apprehend organized retail criminals. Funds have also been made available for personnel costs to investigate organized retail crime and provide prevention in the form of saturation of retail centers.

The Willowbrook Police Department applied for the AG's ORC grant in late March of 2023 and was awarded in April 2023. The scope of the grant is as follows:

- Mobile Pro Sentry Cameras for \$150,000
- Starchase Handheld GPS Launcher for \$7,000
- Overtime Pay for \$25,000

This grant is a reimbursement grant with no matching fund requirement. The obligation of funds must be completed by June 30, 2023. The award of this grant will provide valuable equipment, resources, and reimbursed personnel costs to address the growing problem of organized retail crime in Willowbrook.

Since the deadline is June 30, 2023, and the Village was recently notified of the award, staff is asking for approval to enter into an intergovernmental agreement with the AG's office. At the next Committee of the Whole meeting in June, staff will present the awarded equipment in a presentation and seek Board approval to spend these funds on the equipment.

ACTION PROPOSED: Adopt the Resolution

RESOLUTION NO. 23 R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND THE OFFICE OF THE ATTORNEY GENERAL OF
THE STATE OF ILLINOIS FOR THE ORGANIZED RETAIL CRIME GRANT PROGRAM**

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

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

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

WHEREAS, the Village of Willowbrook has determined that it is in the best interest of the residents of the Village, for the Village and the Office of the Attorney General of the State of Illinois to enter into an Intergovernmental Grant Agreement for funding to assist the Village Police Department to investigate and prosecute retail crime upon the terms and conditions contained in that certain Intergovernmental Agreement, attached hereto as Exhibit “A” and made a part hereof.

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

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

BE IT FURTHER RESOLVED that the Intergovernmental Agreement by and between the Village of Willowbrook and the Office of the Attorney General of the State of Illinois, is hereby approved. The Mayor of the Village of Willowbrook is hereby directed and authorized to execute said Agreement on behalf of the Village of Willowbrook and the Village Clerk is hereby directed to attest to said signature. A copy of said Intergovernmental Agreement is attached hereto as Exhibit “A” and made a part hereof.

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

PASSED and **APPROVED** this 22nd day of May, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND THE OFFICE OF THE ATTORNEY GENERAL OF
THE STATE OF ILLINOIS**



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

KWAME RAOUL
ATTORNEY GENERAL

ORGANIZED RETAIL CRIME GRANT PROGRAM
GRANT AGREEMENT
Grant 23-0190ORC

This agreement, made this _____ day of _____, 2023, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and, the Village of Willowbrook, an Illinois governmental agency hereinafter referred to as Grantee, witnesseth:

WHEREAS, pursuant to Article 44, Section 85 of Public Act 102-0698, effective July 1, 2022 (Public Act 102-0698, effective July 1, 2022) (the Public Act), the Illinois General Assembly has appropriated from the General Revenue Fund to the Attorney General the sum of \$5,000,000, or so much thereof as may be necessary, for grants to law enforcement agencies to investigate and prosecute organized retail crime.

WHEREAS, Grantee has submitted to the Administrator a grant proposal dated, March 28, 2023, together with plans and specifications State of Illinois, as contemplated by the Public Act; and

WHEREAS, the grant proposal is acceptable to the Administrator and appears to comport with all applicable standards and procedures; and

WHEREAS, the Administrator desires that Grantee perform services as hereinafter set forth in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Public Act and in consideration of Grantee's representations contained in its grant proposal dated, March 28, 2023, and of the benefits to accrue to the People of the State of Illinois from the accomplishment of the project detailed in said grant proposal, the parties hereto mutually promise and agree as follows:

1. TERM. The term of this Agreement is for a period of 6 (six) months, commencing January 1, 2023, and ending June 30, 2023, unless sooner terminated as herein provided.

2. PROVISION OF SERVICES AND GRANT ADMINISTRATION. Grantee agrees as follows:

(a) Grantee shall operate a program in accordance with "Program Description and "Clients Served" of the application submitted to the Administrator;

(b) Grantee shall use \$182,000.00 as outlined in the Budget of the application. Funds are available to program expenditures as shown in the Budget, Exhibit A.

(c) Grantee shall maintain an accounting system that substantially comports with the requirements set forth in the provisions of Title 89, Section 1100.200 of the Illinois Administrative Code (89 Ill. Adm. Code §1100.200);

(d) Grantee shall submit to the Administrator financial and activity reports by July 15, 2023 or at the completion of the funded project, whichever comes first. Such reports shall be on forms specified by the Administrator. All reporting forms must be received by the Administrator no later than July 15, 2023. Such reports shall substantially comport with Title 89, Section 1100.270 (a) and (b) of the Illinois Administrative Code (89 Ill. Adm. Code §1100.270 (a) and (b)). Failure to comply with the deadlines for filing reports may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

(e) Grantee shall permit agents of the Administrator to inspect the financial records of Grantee as they relate to this Agreement; and

(f) Grantee shall permit agents of the Administrator to enter the premises of Grantee to observe the operation of Grantee's program. The Administrator shall give Grantee reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of Grantee in the providing of its services.

3. GRANT AWARD. Administrator agrees to contribute and provide financial support to Grantee in the amount of \$182,000.00. Grantee agrees to use such funds solely for the provision of services as specified in paragraph 2 of this Agreement and strictly in accordance with the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein, unless Grantee has otherwise modified the program or provision of services, in accordance with paragraph four (4) of this Grant Agreement. Administrator shall complete processing before August 30, 2023, on the conditions that sufficient funds have been deposited and that such funds have been appropriated for the purposes of this Agreement by the General Assembly of the State of Illinois and are available to the Administrator for disbursement for purposes of this Grant Agreement.

4. MODIFICATION OF PROGRAM. Grantee shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend

the time constraints for the provision of such services as provided herein unless it shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Administrator. Furthermore, unless Grantee obtains the prior written consent of the Administrator, Grantee shall not do or cause to be done any of the following:

(a) Incur any expense or financial obligation from the grant award except as authorized by and provided in paragraph 2 and the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein;

(b) Incur expenses or financial obligations from such grant award in any line item category of such project budget in excess of the amount provided in such line item category; or

(c) Transfer any money from one line item category of such project budget to another line item category of such project budget except that a total amount of less than \$1,000 may be transferred within the budget without prior consent if done substantially in accordance with the requirements and restrictions of Title 89, Sections 1100.230 (e) (2) (A) – (E) of the Illinois Administrative Code (89 Ill. Adm. Code §1100.230 (e)(2)(A) – (E)).

5. ASSIGNMENT. Grantee shall make no assignment of this Agreement or of any right accruing under this Agreement or of any monies granted to Grantee pursuant to this Agreement without the written consent of the Administrator.

6. TERMINATION OF AGREEMENT. This Agreement may be terminated and canceled for cause by the Administrator, by giving written notice to Grantee thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Grantee as hereinafter provided. In the event that this Agreement is terminated prior to the expiration date, Grantee shall promptly return to Administrator all unexpended or lapsed funds, as provided in the rules promulgated by the Administrator for the implementation of the Violent Crime Victims Assistance Fund.

7. EXPENDITURE OF GRANT FUNDS.

(a) All grant funds awarded hereunder shall be expended within the term of this Grant Agreement. Any grant funds not expended or legally obligated by the end of the term of this Grant Agreement must be returned to the Administrator within forty-five (45) days after the end of the term of this Grant Agreement. This Grant Agreement is not subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.) because the funds to be provided to Grantee pursuant hereto are required to be disbursed by the Comptroller to a named person or entity. (30 ILCS 705/2(b)).

(b) Grantee agrees that neither it nor its employees shall:

1) knowingly use grant funds, or good or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity; or

2) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

For purposes of this paragraph, "prohibited political activity" has the meaning established in Section 1-5 of the State Officials and Employees Ethics Act (5 ILCS 430/1-5). Grantee acknowledges that a knowing violation of this paragraph is a business offense and that Grantee may be fined up to \$5,000.

8. SEVERABILITY. This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any party hereto.

9. CHARITABLE ORGANIZATION STATUS. Grantee certifies that it is not a charitable organization subject to Illinois' Charitable Trust Act (760 ILCS 55/1 et seq.) and the Solicitation For Charity Act (225 ILCS 460/0.01 et seq.), and, if subject to either of these Acts, that all appropriate registration materials and annual reports have been filed with the Attorney General's Charitable Trust Bureau. Grantee, if subject to either of these Acts, agrees to notify the Administrator of the filing of appropriate registration materials and annual reports with the Attorney General's Charitable Trust Bureau that occurs after the date of this Agreement. Failure to timely submit all appropriate materials and reports to the Charitable Trust Bureau may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

CONFLICT OF INTEREST. Grantee agrees to comply with the provisions of the Illinois Procurement Code (Procurement Code) prohibiting conflicts of interest (30 ILCS 500/50-13) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§1300.5013 through 1300.5035); and all the terms, conditions, and provisions of those sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.

10. DISCRIMINATION.

(a) The provisions of Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.) are applicable to this contract.

(b) Grantee hereby agrees to:

1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

2) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and

3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request. 775 ILCS 5/2-105.

(c) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the regulations promulgated thereunder (28 C.F.R. §35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Special Project Grant Agreement, Grantee certifies that services, programs, activities provided under this Special Project Grant Agreement are and will continue to be in compliance with the ADA.

11. SEXUAL HARASSMENT POLICIES. Grantee agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of "sexual harassment" under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/6-101). 775 ILCS 5/2-105(A)(4).

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Grantee hereby certifies that, to the extent applicable to this Agreement, Grantee has complied with the provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986).

13. BRIBERY. Grantee hereby certifies that neither it nor any of its authorized agents has been convicted or made an admission as a matter of record of having bribed or attempted to bribe an officer or employee of any federal, State, or local governmental entity. 30 ILCS 500/50-5. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

14. FELONY CONVICTION. Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-10 of the Procurement Code (30 ILCS 500/50-10), which prohibits a person or business convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for that felony, unless the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

15. SARBANES-OXLEY ACT. Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5 of the Procurement Code (30 ILCS 500/50-10.5), which prohibits a business from bidding on or entering into a contract or subcontract under the Procurement Code, if the business or any officer, director, partner, or other managerial agent of

the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. §7201 et seq.) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five (5) years prior to the date of the bid or contract. Grantee acknowledges that the Administrator shall declare this contract void if this certification is false.

16. NON-ASSISTANCE CERTIFICATION. Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5(e) of the Procurement Code (30 ILCS 500/50-10.5(e)), which prohibits a person or business from bidding on or entering into a contract with the State if the person or business:

(a) assisted the State or the Administrator in determining whether there is a need for the contract except as part of a response to a publicly issued request for information; or

(b) assisted the State or the Administrator by reviewing, drafting, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance, except as part of a publicly issued opportunity to review drafts of all or part of these documents.

For purposes of this Certification, "business" includes all individuals with whom a business is affiliated, including, but not limited to, any officer, agent, employee, consultant, independent contractor, director, partner, manager, or shareholder of business.

17. DEBT DELINQUENCY. Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-11 of the Procurement Code (30 ILCS 500/50-11), which prohibits any person who knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State from entering into a contract with a State agency, unless that person or affiliate of that person, has entered into a deferred payment plan to pay off the debt. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

18. USE TAX. Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-12 of the Procurement Code (30 ILCS 500/50-12), which prohibits a person from entering into a contract with a State agency, unless the person and all of the person's affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person or affiliate is a "retailer maintaining a place of business within Illinois." Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

19. ENVIRONMENTAL PROTECTION ACT. Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-14 of the Procurement Code (30 ILCS 500/50-14), which prohibits for a period of five (5) years a person or business from doing business with the State of Illinois, including any State agency if the person or business has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act and unless the person or business can show that no

person involved in the violation continues to have any involvement with the business or there is no practicable contractual alternative available to the State. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

20. **FORCED LABOR.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

21. **CHILD LABOR CERTIFICATION.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (30 ILCS 584/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

22. **EDUCATIONAL LOANS.** To the extent that the Educational Loan Default Act (5 ILCS 385/0.01 et seq.) applies hereto, Grantee certifies that it is not in default on an educational loan.

23. **BID RIGGING AND BID ROTATING.** Grantee certifies that it has not been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/33E-3, 33E-4).

24. **DUES TO CLUBS WHICH DISCRIMINATE.** Grantee certifies that it is not prohibited from providing goods or services to the State of Illinois or from receiving any award or grant from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates. 775 ILCS 25/2.

25. **INTERNATIONAL ANTI-BOYCOTT.** Grantee certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 (50 U.S.C. §4601 et seq.) or the regulations of the United States Department of Commerce promulgated under that Act.

26. **DRUG FREE WORKPLACE CERTIFICATION.** This Grant Agreement may be subject to the Drug Free Workplace Act (30 ILCS 580/1 et seq.). If it meets the definition of

"grantee" under section 2 of the aforementioned Act (30 ILCS 580/2), Grantee certifies and agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act (30 ILCS 580/3) by:

(a) Publishing a statement:

i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Grantee's or contractor's workplace;

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

iii) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

A) Abide by the terms of the statement; and

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

(b) Establishing a drug free awareness program to inform employees about:

i) The dangers of drug abuse in the workplace;

ii) Grantee's or contractor's policy of maintaining a drug free workplace;

iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

iv) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Administrator within ten (10) days after receiving notice under part (B) of paragraph (iii) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

27. REVOLVING DOOR PROHIBITION CERTIFICATION. Grantee certifies that it is not barred from engaging in any procurement activities under Section 50-30 of the Procurement Code (30 ILCS 500/50-30).

28. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION. Grantee certifies, under penalty of perjury, that its Federal Taxpayer Identification Number listed herein is accurate and true. Grantee further certifies that it is not subject to backup withholding because: (a) Grantee is exempt from backup withholding; or (b) Grantee has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified Grantee that it is no longer subject to backup withholding. Grantee also certifies that it is a U.S. citizen or other U.S. person.

Name of Grantee: Willowbrook, Village of
(This should match the exact name on file with the IRS for the TIN Number provided below)

TIN Number (Federal Employer Identification Number): 36-6097046

Grantee certifies that it is performing the services covered by this Agreement as a(n):
(please check one)

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Single-Member Limited Liability Company
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Estate or trust
- ☐ Limited Liability Company (select applicable tax classification)
 - ☐ C Corporation
 - ☐ S Corporation
 - ☐ Partnership
- ☐ Other:
 - ☒ Governmental Entity—Political Subdivision of the State of Illinois
 - ☐ Nonprofit corporation exempt under IRS Code Section 501(c)(3)

29. BOARD OF ELECTIONS REGISTRATION CERTIFICATION. Grantee certifies that either (check applicable box):

☒ The Grantee is not required to register as a business entity with the State Board of Elections pursuant to sections 20-160 of the Procurement Code (30 ILCS 500/20-160) and Title 44, Section 1300.08 of the Attorney General's Procurement rules with respect to its contracts, bids, and proposals with the Office of the Attorney General; or

☐ The Grantee has registered as a business entity with the State Board of Elections with respect to its contracts, bids, and proposals with the Office of the Attorney General and acknowledges a continuing duty to update the registration.

This contract is voidable in accordance with the provisions of section 50-60 of the Procurement Code (30 ILCS 500/50-60) for Grantee's failure to comply with section 20-160 with respect to the Grantee's contracts, bids, and proposals with the Attorney General.

30. EXPATRIATED ENTITY CERTIFICATION. As a condition of this Contract, Grantee certifies that it is not barred from bidding or entering into a contract with the State of Illinois as an "expatriated entity," as that term is defined in Section 1-15.120 of the Procurement Code (30 ILCS 500/1-15.120), or a member of a "unitary business group," as that phrase is defined in the Illinois Income Tax Act (35 ILCS 5/1501(a)(27)) with an expatriated entity as a member. 30 ILCS 500/50-17.

31. NOTICES. All notices required to be served shall be served by certified mail, return receipt requested, duly addressed and postage prepaid. Notices shall be sent to the parties at the addresses given below, unless otherwise instructed:

ADMINISTRATOR:

Attorney General of the State of Illinois
Violent Crime Victims Assistance Program
100 West Randolph Street, 12th Floor
Chicago, Illinois 60601

GRANTEE:

Village of Willowbrook,
835 Midway Dr.
Willowbrook, IL 60527

In all correspondence between the parties hereto with respect to this Grant Agreement, the grant number shall be clearly identified and referred to. The grant number of this Grant Agreement is 23-0190ORC.

32. MAINTENANCE OF RECORDS. Grantee shall maintain and preserve all books, records, or papers relating to the programs or projects for which funds were provided under this contract, including the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract for a period of five (5) years after the completion of the contract. Grantee shall make available the contract and all books, records, and papers related to the contract for review and audit by the Auditor General of the State of Illinois or the Administrator.

Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full and free access to all relevant materials. Grantee's failure to maintain the books, records, and papers required by this paragraph shall establish a presumption in favor of the Administrator for the recovery of any funds paid under the Special Project Grant Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

33. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this Agreement, Grantee shall act as and shall be deemed at all times to be an independent contractor.

34. MODIFICATION OF AGREEMENT. No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

35. APPLICABLE LAWS. The Grant Agreement and the Grantee's obligations and services under the Grant Agreement are hereby made subject to and must be performed in compliance with all Federal and State laws. The Grant Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

Administrator:

By: _____
Kwame Raoul, Illinois Attorney General

Date

Grantee: _____

Signature: _____

Type or print name and title _____

Date _____

GRANTEE CERTIFICATION:

I, _____, _____,
(Print Name) (Print Title)

hereby certify under oath, that all information in this Grant Agreement is true and correct to the best of my knowledge, information and belief. I further certify, under oath, that the funds shall be used only for the purposes set forth in this Grant Agreement and that the award of grant funds is conditioned upon this certification.

(Signature)

Subscribed and sworn before me on this ____ day of ____, 2023

Notary Public

EXHIBIT A
Grant Award
PROJECT BUDGET
Grant 23-0190ORC

Equipment	
Mobile Pro Sentry Cameras-15	\$150,000.00
Starchase Hand Held GPS Launcher	\$7,000.00
Other	
Overtime Pay	
Officers @\$92/hr	\$25,000.00
Total	\$182,000.00

VILLAGE OF WILLOWBROOK

VILLAGE BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A ONE-YEAR INDEPENDENT CONTRACTOR AGREEMENT FOR CODE ENFORCEMENT INSPECTION SERVICES

AGENDA NO. 10**AGENDA DATE:** 5/22/23**STAFF REVIEW:** Michael Krol, Director of Community DevelopmentSIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Sean Halloran, Village AdministratorSIGNATURE: **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

Since 2000, the Village has partnered with Karyn Byrne for code enforcement services. The contract from 2000 has been extended on an as-needed. In February 2023, Mrs. Byrne notified staff that she will be ending her services this Spring and decided to renew. Since April, Community Development staff has begun performing code enforcement duties while looking for a new code enforcement officer. Staff within the Village Administrator's Office also contacted neighboring municipalities to seek interest in shared services, but there is no interest as of right now.

In May 2023, staff was notified that a former colleague of Karyn Byrne and current code enforcement officer for the Village of Hinsdale, Lourdes Garcia, was interested in the position for the Village of Willowbrook. Ms. Garcia has worked as a code enforcement consultant with Karyn Byrne for more than five (5) years in surrounding municipalities including managing several of Karyn's clients.

Lourdes currently holds an International Code Council (ICC) certification in property maintenance and brings over 20 years of code enforcement experience to the Village of Willowbrook. Karyn Byrne has made a positive recommendation to the Community Development staff about bringing Lourdes Garcia on board as a code enforcement consultant. Lourdes has one employee, Mark Randall, who will also assist with code enforcement duties with the Village. Lourdes and Mark will take over all code enforcement duties and will respond to inquiries provided by staff beginning Tuesday, May 23, 2023. The contract will need to be evaluated and renewed on an annual basis.

Code Enforcement Representative	Hourly Rate
Karyn Byrne	\$45/hour
Lourdes Garcia & Mark Randall	\$45/hour

Lastly, staff did evaluate other firms for these services and the costs per hour were nearly 50% higher.

ACTION PROPOSED: Adopt the Resolution.

LOURDES GARCIA

• Bilingual in Spanish

PROFESSIONAL STATEMENT: Established municipal employee seeking supervisory position

BUILDING INSPECTOR, PLAN EXAMINER, & CODE ENFORCEMENT OFFICER • VILLAGE OF HINSDALE

MARCH 2014 – PRESENT

HINSDALE, IL

- Construction plan reviews per the 2006 ICC Building Codes and local Zoning codes
- Processes of building permits
- Conducts daily inspections related to code and zoning compliance
- Conducts daily inspections to ensure building construction meets ICC Building Codes
- Daily interaction with residents and contractors as it relates to building construction and property maintenance

BUILDING INSPECTOR & CODE ENFORCEMENT OFFICER • CODE ENFORCEMENT REPRESENTATIVES

MARCH 2014 – PRESENT

LOMBARD, IL

- Conducts building inspections per the Village of Woodridge Multi-Family License Ordinance and the Property Maintenance Code

PRESIDENT • SUBURBAN BUILDING CODE OFFICIALS CONFERENCE

JANUARY 2019 – DECEMBER 31, 2019

- Conducted monthly meetings and special events
- Coordinated various speaking engagements for municipal employees and members
- Responsible for International Code Council annual reports
- Responsible for attending yearly International Code Council Convention

BUILDING INSPECTOR, PLAN EXAMINER, & CODE ENFORCEMENT OFFICER • VILLAGE OF WOODRIDGE

1992 - 2002

WOODRIDGE, IL

- Reviewed construction plans for the issuance of building permits
- Conducted daily inspections related to code compliance
- Performed daily interactions with residents and contractors

BOARD OF POLICE COMMISSIONERS • VILLAGE OF WOODRIDGE

1990 - 1994

WOODRIDGE, IL

- Appointed board member responsible for the hiring and disciplinary action of all police officers

EDUCATION

GRADUATED 1989

BACHELOR OF SCIENCE, EASTERN ILLINOIS UNIVERSITY

CERTIFICATIONS

- ICC Property Maintenance Certification
- ICC Residential and Commercial Building Certification
- ICC Plans Examiner Certification
- FEMA Certification

RESOLUTION NO. 23-R-____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
ONE-YEAR INDEPENDENT CONTRACTOR AGREEMENT FOR
CODE ENFORCEMENT INSPECTION SERVICES**

WHEREAS, the Village of Willowbrook (the “Village”) has previously contracted with outside code enforcement professionals to perform code inspection and code enforcement services on behalf of the Village; and

WHEREAS, the Village has determined that it is in the best interest of the Village to continue its contracting with outside code enforcement professionals by entering into a one (1) year Independent Contractor Agreement with Lourdes Garcia and Mark Randall to perform code inspection and code enforcement services on behalf of the Village.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Independent Contractor Agreement by and between the Village of Willowbrook and Lourdes Garcia and Mark Randall to perform code inspection and code enforcement services on behalf of the Village is hereby approved. A copy of said Agreement, attached hereto as Exhibit “A” and made a part hereof.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and **APPROVED** this 22nd day of May, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

INDEPENDENT CONTRACTOR AGREEMENT FOR
CODE ENFORCEMENT SERVICES

This AGREEMENT, by and between the VILLAGE OF WILLOWBROOK, DuPage County, Illinois (the "VILLAGE"), and LOURDES GARCIA and MARK RANDALL (the "INSPECTORS"), made as of the 22nd day of May, 2023, for Code Enforcement Services in the VILLAGE OF WILLOWBROOK, shall be and is as follows:

WITNESSETH

WHEREAS, LOURDES GARCIA and MARK RANDALL have extensive experience in code enforcement of property maintenance, construction site inspections, zoning, and municipal codes of ordinances, including all adopted codes; and

WHEREAS, the VILLAGE is desirous of having its VILLAGE codes, including all adopted codes and ordinances, enforced.

NOW, THEREFORE, in consideration of the mutual undertakings and promises contained herein, the VILLAGE and INSPECTORS agree as follows:

1. INDEPENDENT CONTRACTORS: There is no employee/employer relationship between INSPECTORS and the VILLAGE. INSPECTORS shall perform all services on behalf of the VILLAGE, as independent contractors, and not as VILLAGE's employees, for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, *et seq.*). The VILLAGE shall not (i) provide any form of insurance coverage, including, but not limited to, health, workmen's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to INSPECTORS. The VILLAGE shall not control the manner or method by which the INSPECTORS perform their duties.
2. DUTIES: INSPECTORS shall act as authorized Code Enforcement Officers of the VILLAGE and shall enforce all violations of each VILLAGE code and ordinance, including all adopted codes, within the scope of their responsibilities with the VILLAGE as may be directed by the VILLAGE building official. If necessary, such services shall include, but not be limited to, issuing notices of violations, or ordinance violation citations and include testifying in court on behalf of the VILLAGE. INSPECTORS shall provide code enforcement assistant services, which will include responding to and managing code enforcement cases for the VILLAGE, and other duties at the direction of the building official. The performance of the work described herein shall not be construed as creating any joint venture or employer/employee relationship between INSPECTORS and the VILLAGE. The VILLAGE is not and shall not be liable for any obligations incurred by INSPECTORS, including, but not limited to, unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the VILLAGE and INSPECTORS.

It is acknowledged that at all times that INSPECTORS are separate and independent from the VILLAGE, INSPECTORS have the right to secure other business opportunities during the term of this Agreement. INSPECTORS shall utilize a high level of skill necessary to perform the work assigned to them.

3. INSURANCE: During the entire term of this Agreement, INSPECTORS shall maintain and keep in full force and effect general liability insurance in an amount no less than one million dollars (1,000,000.00). The VILLAGE, its officers, elected officials and employees, shall be named as additional insureds on said policy. A copy of the required certificate of insurance shall be deposited with the VILLAGE prior to the commencement of services to be provided to the VILLAGE by INSPECTORS.
4. COMPENSATION: The VILLAGE shall pay each INSPECTOR based on an hourly basis of forty-five dollars (\$45.00) per hour during normal business hours. Any work that the VILLAGE shall request or require that occurs on a weekend, holiday or between the hours of 5:00 P.M. and 7:00 A.M. shall be based on an hourly basis of sixty dollars (\$60.00) per hour. The services provided to the VILLAGE by INSPECTORS shall be on an as-needed basis at the discretion of the building official.
5. TERM: The term of this Agreement shall commence on May 23, 2023 and terminate on May 24, 2024.

This Agreement shall be automatically renewed for an additional one (1) year term, unless the VILLAGE serves INSPECTORS with written notice of nonrenewal, no less than sixty (60) days prior to the expiration of this Agreement. Either party may terminate this Agreement at any time during the original term of any renewal term by providing thirty (30) day written Notice of Termination to the other.

6. PAYMENT: A detailed statement for services rendered by INSPECTORS shall be made monthly, and payment by the VILLAGE for such services shall be made to INSPECTORS in accord with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*), upon receipt of said statement. Said Statement for Services Rendered shall identify the following:
 - A. Specific date and number of hours of inspection services; and
 - B. Court time specific to each property/complaint.
7. INDEMNIFICATION: To the fullest extent permitted by law, INSPECTORS hereby agree to defend, indemnify and hold harmless the VILLAGE, its officials, agents, and employees, against all injuries, deaths, loss, damages claims, patent claims, suits, liabilities, judgments, cost, and expenses which may in anywise accrue against the VILLAGE, its officials, agents and employees, arising in whole or in part or in consequence of the performance of work contemplated herein by either or both INSPECTORS, or which may in anywise result therefore, except that arising out of the negligent or wilful conduct of the VILLAGE, its agents, officials or employees. INSPECTORS shall, at their own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall

be rendered against the VILLAGE, its officials, agents, and employees, in any such action, INSPECTORS shall, at their own expense, satisfy and discharge the same.

8. NOTICES:

IF TO LOURDES GARCIA:

Email: lourdesbacke@gmail.com

IF TO MARK RANDALL:

Email: mmran55@aol.com

IF TO VILLAGE OF WILLOWBROOK:

Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527
Attn: Village Administrator

Dated this 22nd day of May, 2023.

READ, APPROVED AND AGREED:

LOURDES GARCIA

MARK RANDALL

READ, APPROVED AND AGREED:

VILLAGE OF WILLOWBROOK
DuPage County, Illinois

BY _____

Frank A. Trilla, Mayor

Attest _____

Deborah A. Hahn, Village Clerk