

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, AUGUST 26, 2024 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. MOTION - Board Advice and Consent to the Mayor's Appointment of Gretchen Boerwinkle to Fill a Vacancy in the Office of Village Clerk (PASS)
5. OATH OF OFFICE
 - a. VILLAGE CLERK - GRETCHEN BOERWINKLE
 - b. PATROL OFFICER - ERICA CERVERA
6. PUBLIC HEARING - PUBLIC HEARING REGARDING THE EXPANSION OF THE ROUTE 83 / PLAINFIELD ROAD BUSINESS DISTRICT
7. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
8. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Regular Meeting August 12, 2024 (APPROVE)
 - c. Warrants \$213,928.62
 - d. EXPANSION OF THE ROUTE 83 / PLAINFIELD ROAD BUSINESS DISTRICT
 - i. ORDINANCE NO. _____ - AN ORDINANCE AMENDING THE BOUNDARIES OF THE ROUTE 83/PLAINFIELD ROAD BUSINESS DISTRICT IN THE VILLAGE OF WILLOWBROOK AND APPROVING A RELATED AMENDMENT TO THE BUSINESS DISTRICT PLAN (PASS)
 - ii. ORDINANCE NO. _____ - AN ORDINANCE IMPOSING A BUSINESS DISTRICT RETAILERS' OCCUPATION TAX AND A BUSINESS DISTRICT SERVICE OCCUPATION TAX WITHIN THE AMENDED BOUNDARIES OF THE ROUTE 83/PLAINFIELD ROAD BUSINESS DISTRICT IN THE VILLAGE OF WILLOWBROOK (PASS)

- e. MOTION - A MOTION FOR A BUDGET AMENDMENT TO THE GENERAL FUND FOR THE STORMWATER MASTER PLAN (PASS)
- f. ORDINANCE NO. _____ - AN ORDINANCE AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE SALE OF PROPERTY (815 79th Street) (PASS)
- g. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO AN AGREEMENT BY AND BETWEEN SB FRIEDMAN DEVELOPMENT ADVISORS, LLC AND THE VILLAGE OF WILLOWBROOK (ADOPT)

NEW BUSINESS

- 9. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM ORBIS SOLUTIONS, INC. TO PROVIDE CERTAIN TECHNOLOGY UPGRADES TO THE VILLAGE OF WILLOWBROOK FOR ITS EMERGENCY OPERATIONS CENTER AT A COST NOT TO EXCEED \$58,796.25 (ADOPT)
- 10. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING THE SUBMISSION OF AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS WITH THE REPLACEMENT OF THREE (3) PEDESTRIAN BRIDGES ON CREEKSIDER PARK NATURE TRAIL, BETWEEN MADISON STREET AND GRANT STREET, WILLOWBROOK, ILLINOIS (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
 - 5 ILCS 120/2(c)(2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees
- 17. ADJOURNMENT



Village of
WILLOWBROOK

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 4.

DATE: August 26, 2024

SUBJECT:

BOARD ADVICE AND CONSENT TO THE MAYOR'S APPOINTMENT OF GRETCHEN BOERWINKLE TO FILL A VACANCY IN THE OFFICE OF VILLAGE CLERK

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

The Mayor has the authority to appoint a resident to fill the vacant position of Village Clerk with the advice and consent of the Board of Trustees. This appointment would fill the uncompleted term of the current Village Clerk expiring November 2024.

BACKGROUND/SUMMARY

The Mayor recommends the appointment of Ms. Gretchen Boerwinkle to fill the Village Clerk position that became vacant as a result of the resignation of former Clerk Deborah Hahn. Ms. Boerwinkle is a long-time resident of the Village and a former public school teacher. She is a current small business owner working with the families of children with special needs and is active in the community.

Attached is a copy of Ms. Boerwinkle's resume.

FINANCIAL IMPACT

There is no financial impact to this motion.

RECOMMENDED ACTION:

A motion to approve the Mayor's recommendation to appoint Ms. Boerwinkle to the position of Village Clerk.

Gretchen S. Boerwinkle

Willowbrook, IL |  | 

I am a former teacher who's found a new calling as a Special Education Consultant. After 20 years in public schools, I now help families make sure their children with special needs get the support they deserve. I work with parents to navigate the sometimes confusing world of IEPs (individualized education plans) and school services, making sure every child has the chance to thrive both in and out of the classroom. My years in education taught me a lot about our community and how to bring people together to solve problems. Now, as a small business owner, I'm eager to use these skills to serve the Village of Willowbrook as Village Clerk.

Professional Organizations

Master IEP Coach Community
Willowbrook/Burr Ridge Chamber of Commerce
WESOS (Women Entrepreneur Secrets of Success)

Volunteer Experience

Nantucket Condo Association
Educational Surrogate Parent
The Nora Project (disability curriculum for educators)
Special Olympics
Christ Church Oak Brook

Employment

IEP Coach/Special Education Consultant

Gretchen Boerwinkle, LLC | 2022 - present

Special Education Resource Teacher (kindergarten through 5th grade)

Elmhurst School District 205, Elmhurst, IL | 2014 - 2022

- Golden Apple Teacher nominee
- Member of Building Leadership Team
- Led teacher trainings

Autism Coach (early childhood through transition)

Illinois Autism Training and Technical Assistance Project - IL | 2008 - 2018

- Lead coach

Elementary Teacher (kindergarten & 2nd grade)

Elmhurst School District 205, Elmhurst, IL | 2003 - 2014

- Received Star Educator Award
- Member of Technology Committee
- Led teacher trainings

Education

Dominican University, River Forest, IL | Endorsement, Elementary Education (K-9, ELA/SS)

Concordia University Chicago, River Forest, IL | LBS I, Learning Behavior Specialist

Concordia University Chicago, River Forest, IL | Master of Arts, Curriculum And Instruction

Ashland University, Ashland, OH | Teaching Certification, Early Childhood Ed (Birth - Grade 3)

Bradley University, Peoria, IL | Bachelor of Science, Communications/Public Relations



Village of **WILLOWBROOK**

Village Administrator's Office

PUBLIC HEARING

AGENDA ITEM NO: 6.

DATE: August 26, 2024

SUBJECT:

PUBLIC HEARING REGARDING THE EXPANSION OF THE ROUTE 83 / PLAINFIELD ROAD BUSINESS DISTRICT

STAFF REPORT

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

PREVIOUS ACTION TAKEN

The Board provided unanimous support at the June 24th Committee of the Whole meeting to amend the Route 83 / Plainfield Road Business District (Business District) boundaries. At the July 8th Board of Trustees meeting, the Board unanimously approved an ordinance proposing the expansion of the boundaries of the Route 83/Plainfield Road Business District.

PURPOSE AND ACTION REQUESTED

The purpose of this item is to pass an amendment to expand the existing Business District boundaries.

BACKGROUND/SUMMARY

In 2016, the Village Board adopted an ordinance creating a Business District that covered the properties east of Kingery Highway from Pete's Fresh Market to Portillo's (see map). The purpose of the request and subsequent approval was based on the feedback staff received at the time from commercial property owners who faced challenges finalizing redevelopment projects.

The public finance consultant Ehlers Associates was hired to review the financial data, including project pro formas and gap analysis reports. The final report concluded that a Business District was the best solution for the property owners and the Village. Since that time, the Village has seen incredible growth in sales tax revenue and continuous growth in business district tax revenue year over year. Lastly, the Board has subsequently approved three economic development deals within the Business District that have significantly improved and stabilized the Village's revenue base.



As mentioned in Budget Workshop #2, the Village Administrator's Office's strategic priorities included a review of amending the Business District's boundaries. Village staff commissioned SB Friedman Development Advisors, LLC to evaluate the eligibility of two proposed expansion areas for inclusion in the Illinois Route 83/Plainfield Road Business District (BD). The attached study examines the East Expansion Area and the West Expansion Area to determine their qualification as "blighted areas" under the Illinois Business District Development and Redevelopment Law. The findings of this study will guide the Village in its decision to expand the existing business district.

Overview of Expansion Areas

East Expansion Area:

- Location:** Bounded by 69th Street to the north and Plainfield Road to the south.
- Current Use:** Hosts a Chase Bank and a multi-tenant office building.
- Size:** Approximately 2.2 acres.



Aerial View of Business District

West Expansion Area:

- Location:** Nine parcels along Kingery Highway, bordered by Kingery Highway to the east, Crest Road to the west, Plainfield Road to the south, and 69th Street to the north.
- Size:** Approximately 4.0 acres.



Eligibility Criteria and Findings

To qualify as "blighted areas," the expansion areas must exhibit one or more of the following factors: defective street layout, unsanitary conditions, site deterioration, improper subdivision, or conditions endangering life or property. Additionally, these factors must contribute to economic or social liabilities, economic underutilization, or public health and safety risks.



East Expansion Area Findings:

1. Defective, Non-Existent, or Inadequate Street Layout:

- Difficulty in entering and exiting the site due to inadequate signage and access points.
- Increased traffic challenges and potential safety risks due to improper street layout.

2. Deterioration of Site Improvements:

- Observable deterioration of parking surfaces and building structures, including cracked asphalt and damaged facades.

These issues have led to the economic underutilization of the area, evidenced by a slower growth in property values compared to the rest of the Village.

West Expansion Area Findings:

1. Defective, Non-Existent, or Inadequate Street Layout:

- Multiple access points along Kingery Highway cause congestion and pose safety risks.
- Lack of sidewalks due to the presence of a stormwater ditch, reducing walkability.

2. Deterioration of Site Improvements:

- Deteriorated parking surfaces, walkways, and building exteriors.

The West Expansion Area also shows signs of economic underutilization, with property values growing more slowly than those in the rest of the Village.

Additional Findings and Compliance

Both expansion areas meet the following additional requirements for inclusion in the business district:

1. Lack of Growth and Development through Private Investment:

- Both areas have experienced lower growth rates and limited private investment compared to the rest of the Village.

2. "But For" Requirement:

- Redevelopment of these areas is unlikely without their inclusion in the business district, which would provide necessary public resources for improvements.

3. Contiguity and Substantial Benefit:

- The parcels in both expansion areas are contiguous with the existing business district and would benefit directly from the expansion.

4. Conformance to Village Plans:

- The inclusion of the expansion areas aligns with the Village's Comprehensive Plan, ensuring cohesive development.

**Recommendation**

The eligibility study concludes that both the East and West Expansion Areas qualify as "blighted areas" under the Illinois Business District Development and Redevelopment Law. Their inclusion in the Illinois Route 83/Plainfield Road Business District is expected to address the existing infrastructure and economic deficiencies, promoting redevelopment and economic growth. The Village of Willowbrook is recommended to proceed with the expansion to foster a more vibrant and economically viable business district.

FINANCIAL IMPACT

There is no additional financial impact at this time.

RECOMMENDED ACTION:

Staff is recommending approval of the ordinances to finalize the amendments to the business district.

CHICAGO SUN-TIMES

Certificate of Publication

On Behalf of:

VILLAGE OF WILLOWBROOK

Customer No: 100425

Ad No: 473

Amount: \$2,280.00

Amount: \$2,200.00

ATTESTATION OF PUBLIC LEGAL NOTICE

STATE OF ILLINOIS, COUNTY OF COOK:

Chicago Sun-Times does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991. CH100, Pl.

As published in Chicago Sun Times in the issue(s) of:

8/1/2024

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed by:

Robin Munoz
Manager | Recruitment
& Legals

Date: 8/1/2024

VILLAGE OF WILLOWBROOK

7760 S QUINCY ST
WILLOWBROOK IL 605275532

CHICAGO SUN★TIMES

Certificate of Publication

On Behalf of:

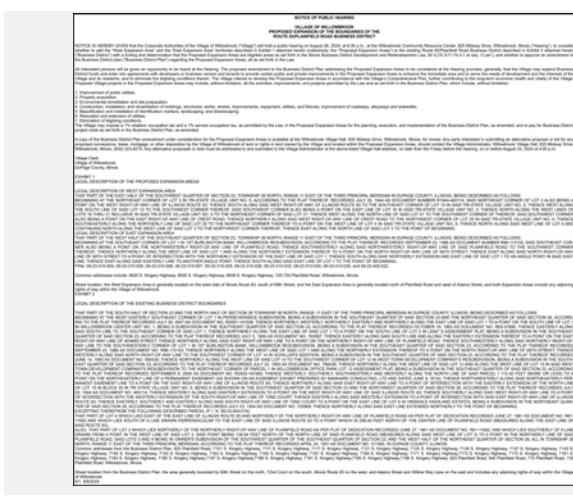
VILLAGE OF WILLOWBROOK

Customer No: 100425

Ad No: 92

Amount: \$2,436.00

PO Number: #PO_NUMBER#



ATTESTATION OF PUBLIC LEGAL NOTICE

STATE OF ILLINOIS, COUNTY OF COOK:

Chicago Sun-Times does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.

As published in Chicago Sun Times in the issue(s) of:

8/8/2024

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed by:

Robin Munoz
Manager | Recruitment
& Legals

Date: 8/8/2024

VILLAGE OF WILLOWBROOK

7760 S QUINCY ST
WILLOWBROOK, IL 605275532

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 12, 2024, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: Chief Lauren Kaspar and Deputy Chief Gerard Wodka.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Deputy Clerk Hahn to lead everyone in saying the Pledge of Allegiance.

Mayor asked for a moment of silence to honor the passing of our long-time Village Attorney Tom Bastian. He was not only a colleague but a dear friend.

4. VISITORS' BUSINESS

None present and no written comments were received.

5. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting July 22, 2024 (APPROVE)
- c. Warrants \$ 1,352,630.75
- d. RESOLUTION NO. 24-R-43 - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE BURR RIDGE PARK DISTRICT TO PROVIDE COOPERATIVE RECREATIONAL SERVICES TO THE VILLAGE OF WILLOWBROOK (ADOPT)

e. RESOLUTION NO. 24-R-44- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM ORBIS SOLUTIONS, INC. TO PROVIDE NETWORK INFORMATION TECHNOLOGY ("IT") UPGRADES TO THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$55,034.88 (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. MOTOR FUEL TAX APPROPRIATION FOR BULK ROCK SALT PURCHASE

a. RESOLUTION NO. 24-R-45 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK UNDER THE PROVISIONS OF THE ILLINOIS HIGHWAY CODE APPROPRIATING THE SUM OF \$165,315.00 OF MOTOR FUEL TAX FUNDS (ADOPT)

Director Valent explained that the Illinois Department of Transportation (IDOT) allows a local governmental agency to utilize Motor Fuel Tax (MFT) funds for the purposes of maintaining road surfaces, traffic control devices, and safety items. To utilize these funds, the Board must agree to specific IDOT requirements and follow bidding procedures to be approved for the appropriation of funds.

Staff has identified four areas of maintenance that qualify for MFT appropriation for the coming year: asphalt patching, asphalt crack filling, thermoplastic pavement marking, and bulk road salt. To determine the quantity of rock salt required for the 2024/205 winter season and other maintenance needs, staff worked with the Village's consulting engineers. Estimated costs for maintenance of paved surfaces are \$115,750, purchase of road salt - \$44,340, and engineering fees \$5,225, for a total fund appropriation \$165,315.00.

Concurrent with the Board's approval to appropriate the \$165,315 of MFT funds is the approval to expend \$44,340 for bulk road salt. As in years past, DuPage County has completed the bidding process on behalf of multiple municipalities. The bidding process follows procedures required by IDOT for MFT appropriation. The lowest responsive bidder is Morton Salt at \$73.90 per ton. Orders can be placed as early as April 2024. Staff estimates the need for 600 tons in the 2024-2025 winter season, equivalent to 100% of the Village's order. This is a reduction of 300 tons from the 2023-2024 winter season.

Mayor Trilla asked if anything different was being done in treating the salt. Director Valent said yes, that is the intention. At the next Committee of the Whole meeting, Director Valent will present ideas for pretreatment and anti-icing systems to retrofit Village trucks.

Trustee Mistle asked what the current inventory is and the storage capacity of the salt bin. Director Valent responded that the capacity is 500 tons which is approximately what is on hand, although some is treated as opposed to untreated bulk salt.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to adopt Resolution 24-R-45 as presented.

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

MOTION DECLARED CARRIED

b. RESOLUTION NO. 24-R-46 - A RESOLUTION AUTHORIZING THE PURCHASE OF UNTREATED BULK ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK FOR THE 2024/2025 WINTER SEASON (ADOPT)

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adopt Resolution 24-R-46 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION NO. 24-R-47 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CREATION OF A STORMWATER MASTER PLAN BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK (ADOPT)

Director Valent indicated that the Village's stormwater drainage system is within the Flagg Creek and Sawmill Creek watershed areas; Sawmill Creek flowing from north to south, west of Illinois Route 83, beginning at 67th Street and Flagg Creek and its tributaries, generally flowing from west to east through the Village.

To continue addressing long-term improvement planning for the stormwater drainage system, Christopher B. Burke Engineering, Ltd. (CBBEL) has prepared a scope of services proposal to draft a Stormwater Master Plan. This type of plan would be a useful tool for the Village.

The first focus area of the study will be the northwest portion of the Village, west of Route 83 and north of 67th Street, within the Flagg Creek watershed. This area, west of Clarendon Hills Road, has a rural cross section with open ditches to convey runoff from upstream areas,

making it an ideal candidate for enclosing these ditches and installing storm sewer piping for the conveyance.

CBBEL has identified additional areas of concern that will also be included in the Stormwater Master Plan. They will review these drainage concerns to determine if they are caused by insufficient stormwater storage, blocked overland flow routes, and/or limited storm sewer conveyance capacity. The tentative timeline for the project would be to begin in August/September of 2024, with the complete document available in April of 2025. Since this is not a budgeted item, it will require a \$152,080.00 budget amendment. A budget amendment will be presented at a future Board meeting.

Trustee Mistelle questioned whether the plan would consider areas beyond Willowbrook to encompass the watershed area. Would the plan be coordinated with surrounding suburbs, e.g. Burr Ridge, Westmont, and Clarendon Hills. Director Valent stated that any impact upstream or downstream in the watershed would be taken into consideration and would be coordinated with surrounding communities.

Trustee Mistelle added that historically the 63rd Street stormwater lines have been undersized from day one, creating a stormwater issue. Is there any concern for watershed territory not matching political territory? Director Valent stated that any plan is primarily based on hydraulic analysis, not on politics, or one community over another.

Mayor Trilla asked if having a master plan would benefit the Village in seeking grant monies. Director Valent indicated that it most certainly would. The more prepared the Village is in requesting funding, the more likely to be considered favorably in awarding a grant.

Administrator Halloran noted that, similar to other master plans that the Village has created, this would simply be an outline and direction for what could be done, prioritizing issues and providing feedback. Any actual projects to be initialized would be brought before the Board for funding and approval.

MOTION: Made by Trustee Davi and seconded by Trustee Mistelle to adopt Resolution 24-R-47 as presented.

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

MOTION DECLARED CARRIED

8. BORSE PHASE II - PARK EQUIPMENT PURCHASES

- a. RESOLUTION NO. 24-R-48- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM NUTOYS LEISURE PRODUCTS, INC. AND APPROVING THE PURCHASE OF A PYRAMID SHADE STRUCTURE FOR

THE BORSE MEMORIAL COMMUNITY PARK PROJECT AT A COST NOT TO EXCEED
\$27,190.00 (ADOPT)

Director Kleefisch noted that one of the major components of Phase II of the Borse project is the construction of the pickleball courts. Much of the feedback that has been received from pickleball players is the need for a seating area with shade and water near the courts. This 10' x 10' shade sail will fit nicely in the court area, will enable participants to get out of the sun between games, and provide a shaded area within the actual court location.

Trustee Berglund asked if the shade structure would be taken down in the fall. Director Kleefisch noted that the sail is easily replaceable and allows for an option to leave it up year-round or take it down. Based on the effects of weather, the sails have a 7- to 10-year life expectancy. Taking it down over the winter might extend the life slightly.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adopt Resolution 24-R-48 as presented.

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

MOTION DECLARED CARRIED

b. RESOLUTION NO. 24-R-49 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM BEACON ATHLETICS AND APPROVING THE PURCHASE OF CERTAIN EQUIPMENT FOR THE SOFTBALL WARM-UP AREA AT THE BORSE MEMORIAL COMMUNITY PARK AT AN ESTIMATED COST NOT TO EXCEED \$857.00 (ADOPT)

MOTION: Made by Trustee Berglund and seconded by Trustee Mistele to adopt Resolution 24-R-49 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. TRUSTEE REPORTS

Trustee Neal shared that she worked with Attorney Bastian though some of the best of times and he counseled us through the most challenging times. He was always very clear and patient in explaining what could and could not be done, and how it should be done. I learned a lot from him when we worked on the Law and Ordinances Committee. Tom will be missed but definitely not forgotten. He is considered a member of our administrative family in Willowbrook. When you lose a member of your

family, it is just not quite the same as before. There always will be a deep appreciation for everything Tom did for us from day one.

Trustee Ruffolo echoed Trustee Neal's sentiments and added that Tom will be missed and that he brought a lot to this organization over the years and it is greatly appreciated.

Trustee Mistele agreed that Trustee Neal expressed the sentiments well and noted that he will be missed and he always had a great sense of humor.

Trustee Berglund stated that she is going to miss Tom terribly.

She also wanted to add that there will be a new book on TWA Flight 529 [*aviation accident that occurred in Willowbrook in 1961*] that will be coming out in December. Don Porter, the author of *Flight Failure: Investigating the Nuts and Bolts of Air Disasters and Aviation Safety*, has written a new book, *Seventeen Days and Seventeen Miles Apart: The Crashes of TWA Flight 529 and Northwest Flight 706*. In speaking with the Clarendon Hills Historical Society about the book, they asked if the Village wanted any artifacts or memorabilia to display in Willowbrook at the Village Hall or Community Resource Center.

Trustee Davi expressed that this [*loss*] is incredibly sad. He enjoyed talking to Tom; there was an opportunity for one-on-one contact allowing you to get to know him. He thanked Trustee Neal for her kind words, well spoken. I think we all have the same sentiments in our hearts. The fondness with which we remember him is a tribute to who he was.

Trustee Astrella noted that although he had not known Tom long in his capacity as a Willowbrook Trustee, he knew Tom from the time when he was a young police officer in another community and Tom was the village prosecutor. As a prosecutor, Tom was fantastic. He was a gentleman and a comic. Tom always had a smile on his face and put one on ours as well.

10. ATTORNEY'S REPORT

Attorney Durkin thanked everyone for their comments here today and from over the past weekend. The messages will be relayed to Tom's family and wife Dana who will surely appreciate them.

Tom was a mentor and a friend [*to me*], and I have learned a lot from him over the seventeen years we worked together in offices right next to each other. He did a great job representing the Village, and he enjoyed working with the staff, Mayor, Trustees and Clerk. As a testament to his work ethic, he was concerned with what was going on in the Village as late as this past Wednesday. I assured him we had it taken care of, but his old-school character and work ethic showed his concern about his clients until the very end. Thanks to all for their comments.

11. CLERK'S REPORT

Clerk Hahn said that she had worked with Tom for many years, first at the police department and then at the Village. At first, she felt afraid of him and wasn't sure how to take him, but as time went on, she understood his humor. He will be dearly missed.

She also wanted to mention that tonight's meeting is her last. It has been a pleasure for the past 38 years working with the Village of Willowbrook. She has made some great friends, and people dear to her, but due to personal reasons and health, she needed to step down. She wants to wish the new clerk, Gretchen Boerwinkle, good luck and has no doubt that she will do a phenomenal job. She thanked each and every one for their inspiration, conversations, care, and concern. She will truly miss the Village of Willowbrook.

12. ADMINISTRATOR'S REPORT

Administrator Halloran thanked Clerk Hahn on behalf of staff for her contributions and stated that she will be missed. Everyone loved working with you.

On behalf of all staff, I want to send my condolences to Tom's family, co-workers, and friends. One of the most important decisions the Board can make is hiring a Village Attorney. Hiring Storino, Ramello & Durkin (SRD) twelve years ago was one of the best decisions this Board ever made. Tom was the face of SRD to this Village.

For his own personal connection, he noted they worked together almost daily, and, although they did not agree about everything, they always got along. He enjoyed working with him noting he was a great person, great mentor, and family man. He was generous and selfless. He genuinely cared about everyone he worked with; his goal was to make everyone better. On behalf of staff, this is a sad night and he will be missed.

13. MAYOR'S REPORT

Mayor Trilla began by thanking Clerk Hahn. He noted that he first met her almost 25 years ago as a vendor to the Village. Clerk Hahn was always nice to him, and her kindness is something he'll never forget. She's been a great friend ever since and dedicated to the Village.

As a newly elected Board, I, along with most of the Trustees, were anxious to arrange new representation. Our choice was Storino, Ramello & Durkin and Tom was our point man. Although our relationship started as vendor/boss, we quickly became friends and I realized he was also my mentor. I learned so much from Tom; his advice was invaluable to me. No one has had a greater impact on my twelve years of being a mayor than Tom. His advice often ran contrary to my instincts, but the greatest phrase I learned is "at the advice of counsel." Tom let me know that he

was always on our side and would back us up. Tom loved Willowbrook and gave his heart and soul to the Village. He was a steady hand in the eye of the storm. You could also count on Tom to make you laugh. Our relationship went beyond a business relationship. We talked almost every day on the phone for many years and I will miss that. Heaven is a better place with Tom in it, and he will be missed.

14. EXECUTIVE SESSION

There is no need for an Executive Session this evening.

15. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Ruffolo to adjourn the Regular Meeting at the hour of 7:06 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

August 26 , 2024

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

August 26, 2024

GENERAL CORPORATE FUND	-----	\$ 80,572.68
WATER FUND	-----	\$ 99,500.54
CAPITAL PROJECT FUND	-----	\$ 30,698.18
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$ 3,157.22
TOTAL WARRANTS	-----	\$ 213,928.62

Lora Flori, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/26/2024		APCH	102351	ACTIVE NETWORK, LLC	EDP EQUIPMENT/SOFTWARE	555-212	20	620.00
08/26/2024		APCH	102352	ADMINISTRATIVE CONSULTING SPECIA	FEES/DUES/SUBSCRIPTIONS	455-307	10	2,083.33
08/26/2024		APCH	102353	ALAN F. FRIEDMAN, PHD	EXAMS - PHYSICAL	440-543	07	830.45
08/26/2024		APCH	102354	ARROWHEAD SCIENTIFIC INC	OPERATING EQUIPMENT	630-401	30	92.27
08/26/2024		APCH	102356	BRIGHTER ELECTRIC	STREET IMPROVEMENTS	765-685	35	1,650.00
08/26/2024		APCH	102357	CAROL O'ROURKE	PRINTING & PUBLISHING	550-302	20	2,050.00
08/26/2024		APCH	102358	CAROL RAPACZ	ACTIVE ADULT PROGRAM	590-517	20	600.00
08/26/2024		APCH	102359*#	CARROLL CONSTRUCTION SUPPLY	STREET IMPROVEMENTS	765-685	35	642.52
08/26/2024		APCH	102360	CASE LOTS, INC	MAINTENANCE - BUILDING	466-228	10	966.10
					MAINTENANCE - BUILDING	466-228	10	238.80
					CHECK APCHK 102360 TOTAL FOR FUND 01:			1,204.90
08/26/2024		APCH	102361	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	455-303	10	32.83
08/26/2024		APCH	102362*#	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35	933.40
08/26/2024		APCH	102363	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	3,800.00
08/26/2024		APCH	102364*#	COMED	RED LIGHT - ADJUDICATOR	630-246	30	34.86
					RED LIGHT - ADJUDICATOR	630-246	30	43.48
					RED LIGHT - ADJUDICATOR	630-246	30	43.56
					ENERGY - STREET LIGHTS	745-207	35	701.40
					ENERGY - STREET LIGHTS	745-207	35	234.82
					ENERGY - STREET LIGHTS	745-207	35	41.07
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	80.06
					CHECK APCHK 102364 TOTAL FOR FUND 01:			1,179.25
08/26/2024		APCH	102368*#	ELROD FRIEDMAN LLP	FEES - VILLAGE ATTORNEY	470-239	10	2,248.50
					FEES - VILLAGE ATTORNEY	470-239	10	168.00
					FEES - VILLAGE ATTORNEY	470-239	10	665.00
					CHECK APCHK 102368 TOTAL FOR FUND 01:			3,081.50
08/26/2024		APCH	102370	FEDEX OFFICE	POSTAGE & METER RENT	630-311	30	29.73
08/26/2024		APCH	102371	FOREST AWARDS & ENGRAVING	OFFICE SUPPLIES	410-301	05	17.89
08/26/2024		APCH	102372	FOX TOWN PLUMBING INC	MAINTENANCE	725-410	35	1,782.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/26/2024	APCH	102373	GBJ SALES, LLC		STREET IMPROVEMENTS	765-685	35	1,804.75
08/26/2024	APCH	102374	HAYES MECHANICAL		BUILDING MAINTENANCE SUPPLIES	630-351	30	1,315.00
08/26/2024	APCH	102375	HIGH SPEED WELDING, INC		MAINTENANCE	725-410	35	2,614.00
08/26/2024	APCH	102376*	# HOME DEPOT CREDIT SERVICES		MAINTENANCE	725-410	35	621.53
					MAINTENANCE	725-410	35	508.00
					CHECK APCHK 102376 TOTAL FOR FUND 01:			1,129.53
08/26/2024	APCH	102377	ILLINOIS LEAP		FEES/DUES/SUBSCRIPTIONS	630-307	30	698.00
08/26/2024	APCH	102378	IRMA		SELF INSURANCE - DEDUCTIBLE	480-273	10	647.50
08/26/2024	APCH	102380*	KEVRON PRINTING & DESIGN INC		OFFICE SUPPLIES	410-301	05	54.01
					OFFICE SUPPLIES	455-301	10	209.71
					CHECK APCHK 102380 TOTAL FOR FUND 01:			263.72
08/26/2024	APCH	102381	KING CAR WASH		FUEL/MILEAGE/WASH	630-303	30	300.00
08/26/2024	APCH	102383	MICHELLE GIBBONS PRESENTS		ACTIVE ADULT PROGRAM	590-517	20	350.00
08/26/2024	APCH	102385*	NICOR GAS		NICOR GAS (835 MIDWAY)	466-236	10	44.56
					NICOR GAS (7760 QUINCY)	630-235	30	168.06
					NICOR GAS	725-415	35	53.55
					CHECK APCHK 102385 TOTAL FOR FUND 01:			266.17
08/26/2024	APCH	102386*	ODELSON, MURPHEY, FRAZIER		FEES - VILLAGE ATTORNEY	470-239	10	786.25
					FEES - FIELD COURT ATTORNEY	630-241	30	138.75
					CHECK APCHK 102386 TOTAL FOR FUND 01:			925.00
08/26/2024	APCH	102387*	ORBIS SOLUTIONS		CONSULTING SERVICES - IT	460-306	10	1,383.55
					CONSULTING SERVICES - IT	460-306	10	280.00
					INFORMATIONAL TECH SERVICES	555-308	20	1,383.55
					INFORMATIONAL TECH SERVICES	640-308	30	1,383.55
					INFORMATIONAL TECH SERVICES	715-308	35	1,383.55
					OFFICE SUPPLIES	810-301	40	200.00
					INFORMATIONAL TECH SERVICES	815-308	40	1,383.55
					CHECK APCHK 102387 TOTAL FOR FUND 01:			7,397.75
08/26/2024	APCH	102388	ORKIN EXTERMINATING		MAINTENANCE - BUILDING	630-228	30	90.99

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/26/2024	APCH	102389	PORTER LEE CORPORATION		OPERATING EQUIPMENT	630-401	30	108.92
08/26/2024	APCH	102390	POST TIME CATERING INC.		ACTIVE ADULT PROGRAM	590-517	20	1,003.60
08/26/2024	APCH	102391	PROMOS 911 INC		COMMODITIES	670-331	30	227.13
08/26/2024	APCH	102392	QUIK IMPRESSIONS GROUP		ACTIVE ADULT PROGRAM	590-517	20	3,400.23
08/26/2024	APCH	102393	RAGS ELECTRIC, INC		MAINTENANCE	725-410	35	5,436.46
					MAINTENANCE	725-410	35	141.00
					MAINTENANCE	725-410	35	282.00
					MAINTENANCE	725-410	35	547.20
					MAINTENANCE	725-410	35	363.00
					CHECK APCHK 102393 TOTAL FOR FUND 01:			6,769.66
08/26/2024	APCH	102394	SPORTSFIELD, INC.		BALLFIELD MAINTENANCE	570-280	20	492.50
08/26/2024	APCH	102397	THE FARMHOUSE RESTAURANT LLC.		ACTIVE ADULT PROGRAM	590-517	20	200.00
08/26/2024	APCH	102398	THE FIRESIDE THEATRE		ACTIVE ADULT PROGRAM	590-517	20	40.00
08/26/2024	APCH	102399	THOMPSON ELEV. INSPECT. SERVICE		ELEVATOR INSPECTION	830-117	40	100.00
					ELEVATOR INSPECTION	830-117	40	129.00
					CHECK APCHK 102399 TOTAL FOR FUND 01:			229.00
08/26/2024	APCH	102400	ULINE		OFFICE FURNITURE-REC COORDINATOR	595-611	20	2,453.09
					OFFICE FURNITURE-REC COORDINATOR	595-611	20	1,658.96
					CHECK APCHK 102400 TOTAL FOR FUND 01:			4,112.05
08/26/2024	APCH	102401*#	UNDERGROUND PIPE SOLUTIONS		JET CLEANING CULVERT	750-286	35	6,000.00
					JET CLEANING CULVERT	750-286	35	2,800.00
					JET CLEANING CULVERT	750-286	35	4,800.00
					JET CLEANING CULVERT	750-286	35	4,800.00
					JET CLEANING CULVERT	750-286	35	2,887.50
					STREET IMPROVEMENTS	765-685	35	2,100.00
					CHECK APCHK 102401 TOTAL FOR FUND 01:			23,387.50
08/26/2024	APCH	102402	VESTIS GROUP, INC.		BUILDING MAINTENANCE SUPPLIES	630-351	30	116.83
08/26/2024	APCH	102403	WAREHOUSE DIRECT, INC.		UNIFORMS	570-345	20	161.30
08/26/2024	APCH	102404	WEX HEALTH, INC		FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
08/26/2024	APCH	102405	WLBK BURR RIDGE CHAMBER OF COM		SCHOOLS/CONFERENCES/TRAVEL	410-304	05	60.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
08/26/2024		APCH	102406	WORD SYSTEMS LLC	MAINTENANCE - BUILDING	630-228	30	99.00
08/26/2024		APCH	394 (E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	52.55
					COMMISSARY PROVISION	455-355	10	90.64
					OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	114.53
					ACTIVE ADULT PROGRAM	590-517	20	413.92
					MAINTENANCE - BUILDING	630-228	30	7.98
					OFFICE SUPPLIES	630-301	30	400.82
					OPERATING EQUIPMENT	630-401	30	602.04
					CHECK APCHK 394(E) TOTAL FOR FUND 01:			1,682.48
					Total for fund 01 GENERAL FUND			80,572.68

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
08/26/2024		APCH	102350	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	70.85
08/26/2024		APCH	102355	BACKFLOW SOLUTIONS, INC.	EDP LICENSES	417-263	50	495.00
08/26/2024		APCH	102359*#	CARROLL CONSTRUCTION SUPPLY	WATER DISTRIBUTION REPAIRS/MAINTENANC STREET IMPROVEMENTS SERVICES	430-277 430-281	50 50	1,821.82 124.73
					CHECK APCHK 102359 TOTAL FOR FUND 02:			1,946.55
08/26/2024		APCH	102365	COMMERCIAL TIRE SERVICE, INC	VEHICLE MAINTENANCE	401-350	50	1,236.00
08/26/2024		APCH	102366	DMJ AUTOMOTIVE	VEHICLE MAINTENANCE	401-350	50	3,050.00
08/26/2024		APCH	102369	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC SPOILS HAULING SERVICES SPOILS HAULING SERVICES SPOILS HAULING SERVICES STREET IMPROVEMENTS SERVICES STREET IMPROVEMENTS SERVICES STREET IMPROVEMENTS SERVICES	430-277 430-280 430-280 430-280 430-281 430-281 430-281	50 50 50 50 50 50 50	6,300.00 7,700.00 6,050.00 13,200.00 9,875.00 4,100.00 5,220.00
					CHECK APCHK 102369 TOTAL FOR FUND 02:			52,445.00
08/26/2024		APCH	102376*#	HOME DEPOT CREDIT SERVICES	WELLHOUSE REPAIRS & MAIN - WB EXEC PL MATERIALS & SUPPLIES- STANDPIPE/PUMPH OPERATING EQUIPMENT	425-474 425-475 430-401	50 50 50	707.95 286.25 155.65
					CHECK APCHK 102376 TOTAL FOR FUND 02:			1,149.85
08/26/2024		APCH	102379	K FIVE CONSTRUCTION	STREET IMPROVEMENTS SERVICES	430-281	50	640.00
08/26/2024		APCH	102382	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC WATER DISTRIBUTION REPAIRS/MAINTENANC WATER DISTRIBUTION REPAIRS/MAINTENANC WATER DISTRIBUTION REPAIRS/MAINTENANC WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277 430-277 430-277 430-277 430-277	50 50 50 50 50	4,529.00 3,038.50 4,418.70 6,820.00 3,311.00
					CHECK APCHK 102382 TOTAL FOR FUND 02:			22,117.20
08/26/2024		APCH	102384	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION MATERIAL & SUPPLIES - DISTRIBUTION	430-476 430-476	50 50	4,416.20 704.00
					CHECK APCHK 102384 TOTAL FOR FUND 02:			5,120.20
08/26/2024		APCH	102395	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,113.49

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	77.40
					STREET IMPROVEMENTS SERVICES	430-281	50	541.08
					STREET IMPROVEMENTS SERVICES	430-281	50	(14.58)
					CHECK APCHK 102395 TOTAL FOR FUND 02:			2,717.39
08/26/2024		APCH	102401*#	UNDERGROUND PIPE SOLUTIONS	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	8,512.50
					Total for fund 02 WATER FUND			99,500.54

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 08/14/2024 - 08/28/2024

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
08/26/2024		APCH	102362*	CHRISTOPHER B. BURKE	EXECUTIVE DRIVE PROJECT BORSE PARK PHASE II	600-309 600-347	55 55	13,310.25 474.00 13,784.25
					CHECK APCHK 102362 TOTAL FOR FUND 10:			
08/26/2024		APCH	102367	DUPAGE COUNTY	BORSE PARK PHASE II	600-347	55	10,385.50
08/26/2024		APCH	102396	TEXAS METAL TANKS	FARMINGDALE TERRACE PROJECT	600-346	55	6,528.43
					Total for fund 10 CAPITAL PROJECT FUND			30,698.18

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CHECK DATE FROM 08/14/2024 - 08/28/2024

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
08/26/2024		APCH	102368*#	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	3,157.22
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			3,157.22
					TOTAL - ALL FUNDS			213,928.62

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

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



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.d.

DATE: August 26, 2024

SUBJECT:

EXPANSION OF THE ROUTE 83 / PLAINFIELD ROAD BUSINESS DISTRICT

- i. AN ORDINANCE AMENDING THE BOUNDARIES OF THE ROUTE 83/PLAINFIELD ROAD BUSINESS DISTRICT IN THE VILLAGE OF WILLOWBROOK AND APPROVING A RELATED AMENDMENT TO THE BUSINESS DISTRICT PLAN
- ii. AN ORDINANCE IMPOSING A BUSINESS DISTRICT RETAILERS' OCCUPATION TAX AND A BUSINESS DISTRICT SERVICE OCCUPATION TAX WITHIN THE AMENDED BOUNDARIES OF THE ROUTE 83/PLAINFIELD ROAD BUSINESS DISTRICT IN THE VILLAGE OF WILLOWBROOK

STAFF REPORT

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

THIS ITEM WAS PRESENTED UNDER AGENDA ITEM NUMBER 6

A PUBLIC HEARING REGARDING THE EXPANSION OF ROUTE 83 / PLAINFIELD ROAD BUSINESS DISTRICT.

IT IS INCLUDED IN ITEM 8.d. FOR REFERENCE

PREVIOUS ACTION TAKEN

The Board provided unanimous support at the June 24th Committee of the Whole meeting to amend the Route 83 / Plainfield Road Business District (Business District) boundaries. At the July 8th Board of Trustees meeting, the Board unanimously approved an ordinance proposing the expansion of the boundaries of the Route 83/Plainfield Road Business District.

PURPOSE AND ACTION REQUESTED

The purpose of this item is to pass an amendment to expand the existing Business District boundaries.

BACKGROUND/SUMMARY

In 2016, the Village Board adopted an ordinance creating a Business District that covered the properties east of Kingery Highway from Pete's Fresh Market to Portillo's (see map). The purpose of the request and subsequent approval was based on the feedback staff received at the time from commercial property owners who faced challenges finalizing redevelopment projects.

The public finance consultant Ehlers Associates was hired to review the financial data, including project pro formas and gap analysis reports. The final report concluded that a Business District was the best solution for the property owners and the Village. Since that time, the Village has seen incredible growth in sales tax revenue and continuous growth in business district tax revenue year over year. Lastly, the Board has subsequently approved



three economic development deals within the Business District that have significantly improved and stabilized the Village's revenue base.

As mentioned in Budget Workshop #2, the Village Administrator's Office's strategic priorities included a review of amending the Business District's boundaries. Village staff commissioned SB Friedman Development Advisors, LLC to evaluate the eligibility of two proposed expansion areas for inclusion in the Illinois Route 83/Plainfield Road Business District (BD). The attached study examines the East Expansion Area and the West Expansion Area to determine their qualification as "blighted areas" under the Illinois Business District Development and Redevelopment Law. The findings of this study will guide the Village in its decision to expand the existing business district.

Overview of Expansion Areas

East Expansion Area:

- Location:** Bounded by 69th Street to the north and Plainfield Road to the south.
- Current Use:** Hosts a Chase Bank and a multi-tenant office building.
- Size:** Approximately 2.2 acres.



Aerial View of Business District

West Expansion Area:

- Location:** Nine parcels along Kingery Highway, bordered by Kingery Highway to the east, Crest Road to the west, Plainfield Road to the south, and 69th Street to the north.
- Size:** Approximately 4.0 acres.



Eligibility Criteria and Findings

To qualify as "blighted areas," the expansion areas must exhibit one or more of the following factors: defective street layout, unsanitary conditions, site deterioration, improper subdivision, or conditions endangering life or property. Additionally, these factors must contribute to economic or social liabilities, economic underutilization, or public health and safety risks.



East Expansion Area Findings:

1. Defective, Non-Existent, or Inadequate Street Layout:

- Difficulty in entering and exiting the site due to inadequate signage and access points.
- Increased traffic challenges and potential safety risks due to improper street layout.

2. Deterioration of Site Improvements:

- Observable deterioration of parking surfaces and building structures, including cracked asphalt and damaged facades.

These issues have led to the economic underutilization of the area, evidenced by a slower growth in property values compared to the rest of the Village.

West Expansion Area Findings:

1. Defective, Non-Existent, or Inadequate Street Layout:

- Multiple access points along Kingery Highway cause congestion and pose safety risks.
- Lack of sidewalks due to the presence of a stormwater ditch, reducing walkability.

2. Deterioration of Site Improvements:

- Deteriorated parking surfaces, walkways, and building exteriors.

The West Expansion Area also shows signs of economic underutilization, with property values growing more slowly than those in the rest of the Village.

Additional Findings and Compliance

Both expansion areas meet the following additional requirements for inclusion in the business district:

1. Lack of Growth and Development through Private Investment:

- Both areas have experienced lower growth rates and limited private investment compared to the rest of the Village.

2. "But For" Requirement:

- Redevelopment of these areas is unlikely without their inclusion in the business district, which would provide necessary public resources for improvements.

3. Contiguity and Substantial Benefit:

- The parcels in both expansion areas are contiguous with the existing business district and would benefit directly from the expansion.

4. Conformance to Village Plans:

- The inclusion of the expansion areas aligns with the Village's Comprehensive Plan, ensuring cohesive development.



Recommendation

The eligibility study concludes that both the East and West Expansion Areas qualify as "blighted areas" under the Illinois Business District Development and Redevelopment Law. Their inclusion in the Illinois Route 83/Plainfield Road Business District is expected to address the existing infrastructure and economic deficiencies, promoting redevelopment and economic growth. The Village of Willowbrook is recommended to proceed with the expansion to foster a more vibrant and economically viable business district.

FINANCIAL IMPACT

There is no additional financial impact at this time.

RECOMMENDED ACTION:

Staff is recommending approval of the ordinances to finalize the amendments to the business district.

ORDINANCE NO. 24-O-__

AN ORDINANCE AMENDING THE BOUNDARIES OF THE ROUTE 83/PLAINFIELD ROAD BUSINESS DISTRICT IN THE VILLAGE OF WILLOWBROOK AND APPROVING A RELATED AMENDMENT TO THE BUSINESS DISTRICT PLAN

WHEREAS, the Village of Willowbrook (“*Village*”) is a home rule municipality pursuant to Section 6 of Article VII of the Constitution of the State of Illinois; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, Section 1 of the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.*, as amended (“**Business District Law**”) allows a municipality to determine that it is “essential to the economic and social welfare of the municipality that business districts be developed, redeveloped, improved, maintained, and revitalized, that jobs and opportunity for employment be created within the municipality, and that, if blighting conditions are present, blighting conditions be eradicated by assuring opportunities for development or redevelopment, encouraging private investment, and attracting sound and stable business and commercial growth;” and

WHEREAS, pursuant to its powers and in accordance with the Business District Law, on July 11, 2016, the Village adopted Ordinance No. 16-O-30 approving a business district plan (“**Business District Plan Ordinance**”), Ordinance No. 16-O-31 establishing the Illinois Route 83/Plainfield Road Business District (“**Business District Ordinance**”), and Ordinance No. 16-O-32 imposing an additional retailers' occupation tax and service occupation tax (“**Business District Tax**”) therein (“**Business District Tax Ordinance**”), both at the rate of 1%; and

WHEREAS, the Village desires to expand the boundaries of the Illinois Route 83/Plainfield Road Business District (“**Business District**”) to include properties within the “West Expansion Area” and the “East Expansion Area,” as each are legally described in **EXHIBIT A** and depicted in **EXHIBIT B** attached to this Ordinance (collectively, the “**Expansion Areas**”), to induce the revitalization of the Expansion Areas with desired uses; and

WHEREAS, the Village commissioned a study by SB Friedman Development Advisors, LLC (“**SB Friedman**”), to determine whether the Expansion Areas meet the qualifications for inclusion within the Business District as blighted areas under the Business District Law; and

WHEREAS, after extensive review of the Expansion Areas, SB Friedman delivered a report to the Village in which SB Friedman concludes that the Expansion Areas qualify as blighted areas under the Business District Law (“**Eligibility Report**”); and

WHEREAS, in light of SB Friedman’s review of the Expansion Areas and pursuant to extensive discussions with Village officials and others interested in the Expansion Areas, the Village prepared amendments to the plan for the Business District (“**Business District Plan**”) for the redevelopment of the Expansion Areas within the Business District (“**Business District Plan**”)

Amendments”). A copy of the Business District Plan Amendments is attached to the Ordinance as **EXHIBIT C**; and

WHEREAS, on July 8, 2024, the Mayor and Board of Trustees approved Ordinance 24-____, entitled “AN ORDINANCE PROPOSING THE EXPANSION OF THE BOUNDARIES OF THE ROUTE 83/PLAINFIELD ROAD BUSINESS DISTRICT IN THE VILLAGE OF WILLOWBROOK AND THE SCHEDULING OF A RELATED PUBLIC HEARING” in which the Village set a public hearing on August 26, 2024 regarding the proposed Business District Plan Amendments and the addition of the Expansion Areas to the Business District; and

WHEREAS, the Village caused notice of a hearing on the proposed Business District Plan Amendments and the addition of the Expansion Areas to the Business District in the *Chicago Sun-Times*, a newspaper of general circulation in the Village, on August 1, 2024 and August 8, 2024. A publisher’s affidavit with newspaper clipping attached evidencing such publications is attached to this Ordinance as **EXHIBIT D**; and

WHEREAS, on August 26, 2024, the Mayor and Board of Trustees held and finally adjourned a hearing on the proposed Business District Plan Amendments and the addition of the Expansion Areas to the Business District; and

WHEREAS, it is in the public interest that the Mayor and Board of Trustees approve the Business District Plan Amendments and expand the boundaries of the Business District to include the Expansion Areas, so that the boundaries of the Business District include the properties legally described in **EXHIBIT E** attached to this Ordinance and depicted in **EXHIBIT F** attached to this Ordinance.

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

SECTION 1. Incorporation. The recitals above are incorporated into this Ordinance.

SECTION 2. Findings. The Village Board finds that the “Findings” made in Section 3 of the Business District Plan Ordinance, including the finding that there “exist conditions which cause the area proposed to be designated as the Business District to be classified as a ‘blighted area’ as defined in Section 11-74.3-5 of the Act,” all apply to the Expansion Areas as legally described and depicted in **EXHIBITS A** and **B** to this Ordinance. Specifically, the Village Board finds that:

- a) The Expansion Areas on the whole have not been subject to growth and development by private enterprises or would not reasonably be anticipated to be developed or redeveloped without adoption of the Business District Plan therein;
- b) The Business District Plan Amendments conform to the Village’s Comprehensive Plan for the development of the Village as a whole;
- c) The Expansion Areas and the Business District qualify as a blighted area business district as defined in the Business District Law and the Village

finds that the Expansion Areas and the Business District are “blighted areas” as defined in the Business District Law;

- d) The Expansion Areas constitute an economic liability to the Village in its present condition and use; and
- e) The Expansion Areas will be a contiguous area when added to the Business District.

In light of the findings above, the Village should impose a Business District Retailers’ Occupation Tax upon all persons engaged in the business of selling tangible personal property at retail within the Expansion Areas at the rate of 1% of the gross receipts of sales made in the course of said business, pursuant to and in accordance with Section 6 of the Business District Law, 65 ILCS 5/11-74.3-6.

In light of the findings above, the Village should impose a Business District Service Occupation Tax upon all persons engaged in the business of making sales of service within the Expansion Areas who, as an incident to making those sales of service, transfer tangible personal property within the Expansion Areas, either in the form of tangible personal property or real estate, as an incident to a sale of service, at the rate of 1% of the selling price of tangible personal property so transferred, pursuant to and in accordance with Section 6 of the Business District Law, 65 ILCS 5/11-74.3-6.

SECTION 3. Approval of Business District Plan Amendments. The Business District Plan Amendments, as set forth in **EXHIBIT C** to this Ordinance, which were the subject matter of the public hearing held on August 26, 2024, are hereby approved as the business district plan for the Business District and the Expansion Areas.

SECTION 4. Amendments to Business District Plan Ordinance. The Business District Plan Ordinance is amended as follows:

Amendment One. Section 2(b) of the Business District Plan Ordinance is hereby amended in its entirety to read as follows:

The Village desires to impose a retailers’ occupation tax and a service occupation tax within a business district for the planning, execution, and implementation of business district plans and to pay for business district project costs pursuant to the Act for a proposed business district located within the corporate limits of the Village (the “Business District”) legally described in **Exhibit E** to Ordinance No. 24-0-__.

The boundaries of the Business District are generally described as a contiguous area bounded by 69th Street on the north, 72nd Court on the south, Illinois Route 83 on the west and Adams Street and Willow Way Lane on the east, and includes adjacent rights of way and also including the West Expansion Area which is generally located on the west side of Illinois Route 83, south of 69th Street, and the East Expansion Area which is generally located north of Plainfield Road and west of Adams Street, and

both Expansion Areas include any adjoining rights of way within the Village of Willowbrook. A map of the boundaries of the Business District is in **Exhibit F** to Ordinance No. 24-O-__.

A list of the parcel identification numbers (“PINS”) for each property within the Business District is in **Exhibit E** to Ordinance No. 24-O-__.

Amendment Two. Section 2(c) of the Business District Plan Ordinance is hereby amended in its entirety to read as follows:

The proposed plan and project are fully described in the document entitled “Village of Willowbrook, Illinois Route 83/Plainfield Road Business District Plan” dated June, 2016, prepared by Ehlers (the “Plan Consultant”), a copy of which is attached to this Ordinance as **Exhibit D** and made a part of this Ordinance, as amended by the Business District Plan Amendments dated June 2024, approved by and attached to Ordinance No. 24-O-__ as **Exhibit C** (the “Business District Plan”). The Business District Plan includes a section which documents the eligibility and qualifications of the proposed Business District for designation as a “blighted area” as those terms are defined in the Act.

Amendment Three. Section 2(d) of the Business District Plan Ordinance is hereby amended in its entirety to read as follows:

Pursuant to Section 11-74.3-2 of the Act, the Village caused public hearings to be held relative to the proposed Business District Plan and the designation of the proposed Business District commencing at the following times: (1) 6:30 p.m. on July 11, 2016, at the Burr Ridge Police Department Training Room, 7700 County Line Road, Burr Ridge, Illinois, with respect to the original Business District Plan; and (2) 6:30 p.m. on August 26, 2024, at the Willowbrook Community Resource Center, 825 Midway Drive, Willowbrook, Illinois, with respect to the Business District Plan Amendments. At the public hearings, all interested persons were given the opportunity to file written objections to, and were heard orally in respect to, any issues embodied in the notices of the public hearing mentioned in paragraph (e) below.

Amendment Four. Section 2(e) of the Business District Plan Ordinance is hereby amended in its entirety to read as follows:

Due notice of such public hearings was given by publication in the *Suburban Life* on July 1, 2016 and July 8, 2016, through a notice of public hearing in substantially the form attached to this Ordinance as **Exhibit E** and in the *Chicago Sun-Times* on August 1, 2024 and August 8, 2024, through a notice of public hearing in substantially the form attached to Ordinance No. 24-O-__. A publisher's affidavits with newspaper clipping attached evidencing such publications is attached to this Ordinance as

Exhibit F and to Ordinance No. 24-0-__ as **Exhibit D**.

Amendment Five. Section 4 of the Business District Plan Ordinance is hereby amended in its entirety and to read as follows:

The Business District Plan, which was the subject matter of the public hearings held on July 11, 2016 and August 26, 2024 is hereby approved.

SECTION 5. Amendments to Business District Boundaries. The boundaries of the Business District are amended to include the Expansion Areas with a blighted area business district designation.

SECTION 6. Amendments to Business District Ordinance. The Business District Ordinance is hereby amended as follows:

Amendment One. Section 2(b) of the Business District Ordinance is hereby amended in its entirety to read as follows:

The Mayor and Village Board of Trustees (the “Village Board”) of the Village previously adopted Ordinance No. 16-0-30 approving a Business District Plan for the Village of Willowbrook, Illinois Route 83/Plainfield Road Business District with respect to which a public hearing was held on July 11, 2016, which was subsequently amended by Ordinance No. 24-0-__ approving amendments to the Business District Plan with respect to which a public hearing was held on August 26, 2024 (the “Business District Plan”).

Amendment Two. Section 2(c) of the Business District Ordinance is hereby amended in its entirety to read as follows:

The Village Board, pursuant to Ordinance No. 16-0-30 and Ordinance No. 24-0-__ made findings of the existence of conditions which cause the area legally described in **Exhibit A** to Ordinance No. 16-0-30, attached hereto, and made a part of this Ordinance, and the area legally described in **Exhibit A** to Ordinance No. 24-0-__ to be collectively classified as a “blighted area” and a “business district” pursuant to the Act.

Amendment Three. Section 4 of the Business District Ordinance is hereby amended in its entirety to read as follows:

The area legally described in **Exhibit E** to Ordinance No. 24-0-__ is hereby designated as the “Village of Willowbrook, Illinois Route 83/Plainfield Road Business District,” (the “Business District”) pursuant to Section 11-74.3-2 and Section 11-74.3-5 of the Act.

The boundaries of the Business District are generally described as a contiguous area bounded by 69th Street on the north, 72nd Court on the south, Illinois Route 83 on the west, and Adams Street and Willow Way

Lane on the east, and includes adjacent rights of way and also including the West Expansion Area which is generally located on the west side of Illinois Route 83, south of 69th Street, and the East Expansion Area which is generally located north of Plainfield Road and west of Adams Street, and both Expansion Areas include any adjoining rights of way within the Village of Willowbrook. A map of the boundaries of the Business District is attached as Exhibit F to Ordinance No. 24-0-___. A list of the parcel identification numbers ("PINS") for each property within the Business District is in Exhibit E to Ordinance No. 24-0-___.

SECTION 7. Authorization for Other Action. The Village Board hereby authorizes and directs the Village Administrator to take any and all other statutorily required steps in connection with the Business District designation.

SECTION 8. Invalid Portions are Severable. If any section, paragraph or provision of this Ordinance is held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision will not affect the validity or enforceability of any of the remaining provisions of this Ordinance.

SECTION 9. Superceder. All ordinances, resolutions, motions and orders in conflict with this Ordinance are repealed to the extent of such conflict.

SECTION 10. Effective Date. This Ordinance will be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 26th day of August, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 26th day of August, 2024, by the Mayor of the Village of Willowbrook, and attested by the Village Clerk, on the same day.

Mayor

APPROVED and FILED in my office this 26th day of August, 2024 and published in pamphlet form in the Village of Willowbrook, DuPage County, Illinois.

ATTEST:

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF WEST EXPANSION AREA

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 IN TRI-STATE VILLAGE UNIT NO. 5, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 20, 1944 AS DOCUMENT NUMBER R1944-465114, SAID NORTHEAST CORNER OF LOT 3 ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83; THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY OF ILLINOIS ROUTE 83 TO THE SOUTHEAST CORNER OF LOT 10 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 10 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE EAST LINE OF LOT 18 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE NORTH ALONG THE WEST LINES OF LOTS 18 THRU 21 INCLUSIVE IN SAID TRI-STATE VILLAGE UNIT NO. 5 TO THE NORTHEAST CORNER OF SAID LOT 21; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 21 TO THE SOUTHWEST CORNER OF THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF CREST ROAD; THENCE NORtherly ALONG SAID WEST RIGHT-OF-WAY LINE OF CREST ROAD TO THE NORTHWEST CORNER OF LOT 25 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE SOUTHEASTERLY ALONG THE NORtherly LINE OF SAID LOT 25 TO THE NORTHEAST CORNER THEREOF TO A POINT ON THE WEST LINE OF LOT 4 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE NORTH ALONG SAID WEST LINE OF LOT 4 AND CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF EAST EXPANSION AREA

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN 1ST BURLINGTON BANK, WILLOWBROOK RESUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 23, 1986 AS DOCUMENT NUMBER R86-115152, SAID SOUTHEAST CORNER ALSO BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID PLAINFIELD ROAD TO THE SOUTHWEST CORNER THEREOF; THENCE NORtherly ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE NORtherly EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 69TH STREET; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 69TH STREET TO A POINT OF INTERSECTION WITH THE NORtherly EXTENSION OF THE EAST LINE OF SAID LOT 1; THENCE SOUTH ALONG SAID

NORTHERLY EXTENSION AND EAST LINE OF SAID LOT 1 TO AN ANGLE POINT IN SAID EAST LINE; THENCE EAST ALONG SAID EASTERLY LINE TO ANOTHER ANGLE POINT; THENCE SOUTH ALONG SAID EAST LINE OF LOT 1 TO THE POINT OF BEGINNING.

PINs: 09-23-310-004, 09-23-310-005, 09-23-310-006, 09-23-310-007, 09-23-310-029, 09-23-310-030, 09-23-310-033, 09-23-310-034, 09-23-310-035, and 09-23-405-022.

Common addresses include: 6920 S. Kingery Highway, 6930 S. Kingery Highway, 6938 S. Kingery Highway, 720-730 Plainfield Road, Willowbrook, Illinois.

Street location: the West Expansion Area is generally located on the west side of Illinois Route 83, south of 69th Street, and the East Expansion Area is generally located north of Plainfield Road and west of Adams Street, and both Expansion Areas include any adjoining rights of way within the Village of Willowbrook.

EXHIBIT B
DEPICTION OF EXPANSION AREAS

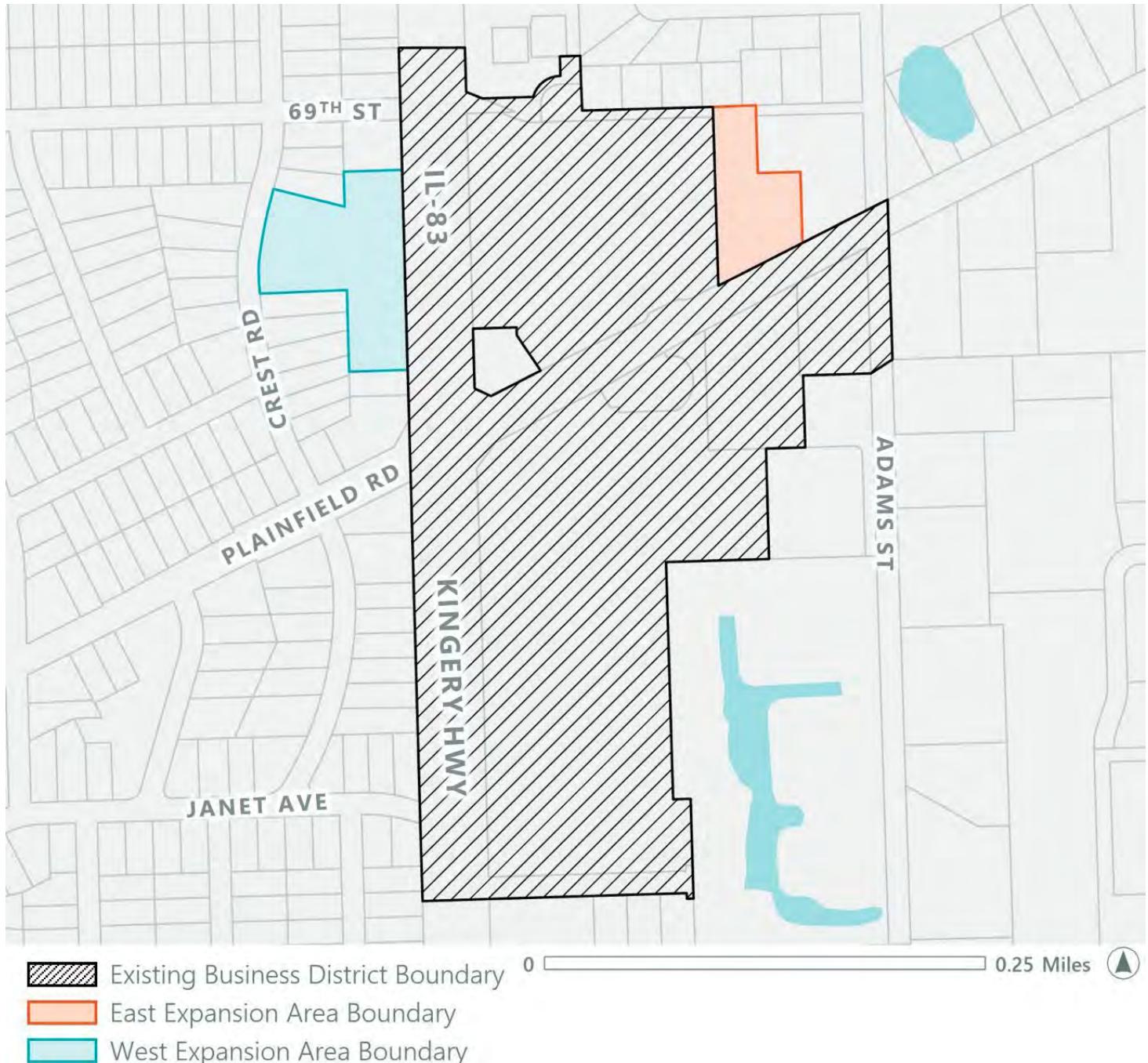


EXHIBIT C

BUSINESS DISTRICT PLAN AMENDMENTS

**Village of Willowbrook
Route 83/Plainfield Road Business
First Amendment to Business District Plan
June 2024**

Prepared by the Village of Willowbrook

On July 11, 2016, the Mayor and Board of Trustees of the Village of Willowbrook (“*Village*”) approved a Business District plan (“*Plan*”) for the Route 83/Plainfield Road Business District (“*Business District*”), designated the Business District as a blighted area, and imposed a 1% business district retailers’ occupation tax and a 1% business district service occupation tax within the Business District, all pursuant to the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.* (“*Law*”)

Pursuant to Section VIII of the Business District Plan, and Section 2(f) of the Law, the Village amends the Business District Plan as follows, with additions **bold and double-underlined** and deletions ~~struck through~~, with page references being to the pages and exhibits of the Business District Plan:

- 1) Page 1, Section I, first paragraph:

Municipalities are authorized to create Business Districts by the Illinois Municipal Code, Business District Development and Redevelopment Law, specifically in 65 ILCS 5/11-74.3 *et seq.*, as amended (the “Business District Act” or the “Act”). This document, entitled, *Village of Willowbrook, Illinois, Route 83/Plainfield Road Business District, Business District Plan, June, 2016* (the “Business District Plan”), is to serve as a Business District Plan for the area generally bounded by 69th Street to the north, 72nd Court on the south, Illinois Route 83 on the west, and Adams Street and Willow Way Lane on the east in Willowbrook, Illinois, along with the “West Expansion Area” and the “East Expansion Area” as both are depicted and legally described in the Expansion Areas Eligibility Study dated June 20, 2024 by SB Friedman Development Advisors, LLC attached as Exhibit 1 and made a part of, and incorporated into, this Business District Plan (the “Expansion Area Study”). The area includes all adjoining rights-of-way and a portion of PIN 09-23-400-035 for easement access but does not include PIN 09-23-405-019. The Village of Willowbrook (the “Village”) has determined that this area would benefit from designation as a Business District, as specifically provided for in the Business District Act. This area, including the West Expansion Area and the East Expansion Area, is subsequently referred to in this Business District Plan as the “Route 83/Plainfield Road Business District,” or the “Business District”. For the avoidance of doubt, all references in this Business District Plan to the

Route 83/Plainfield Road Business District and the Business District include, without limitation, the West Expansion Area and the East Expansion Area.

- 2) Plan exhibits are amended as follows:
 - a) The map in **Exhibit A** is replaced with Map 1 on page 2 of the Expansion Area Study.
 - b) The legal description in **Exhibit B** is replaced with the legal description in Appendix 1 of the Expansion Area Study.
 - c) The PINs in **Exhibit C** are supplemented by adding the PINs in Appendix 2 of the Expansion Area Study.
 - d) The street address in **Exhibit D** are supplemented by adding the street addresses of the West Expansion Area and East Expansion Area as determined by the Village staff.

- 3) Page 3, Section I.B, first paragraph:

The Business District is located in the center of Willowbrook at the intersections of the two heavily traveled roads, Illinois Route 83 (also known as Illinois 83 and as Kingery Highway), a Strategic Regional Arterial (SRA) route as defined by the Illinois Department of Transportation and Plainfield Road, a minor arterial road. The Business District includes the following PINs, among others ~~consist of six PINs and a portion of PIN 09-23-400-035 for easement access, and currently has 30 tenant businesses:~~

- 4) Page 3, Section I.B, add the following to the bullet point list:

- **The PINs in the West Expansion Area are west of Illinois Route 83 and south of 69th Street and are occupied by a vacant commercial building, a quick service restaurant with a drive-through, and a small one-story commercial center.**
- **The PINs in the East Expansion Area are to the north of Plainfield Road and west of Adams Street and are occupied by a Chase Bank and a two-story commercial building.**

- 5) Page 14, Section III, add the following new Section III.F:

F. Qualifications and Eligibility of West Expansion Area and East Expansion Area

The Expansion Area Study is incorporated in this Section III.F and the qualifications and eligibility findings for the West Expansion Area and East Expansion Area.

6) Page 17, Section IV.C, add the following to the list of specific sites targeted for redevelopment:

3. The West Expansion Area.

4. The East Expansion Area.

7) Page 21, Section IV.H, first paragraph:

A rate of one percent (1.0%) shall be imposed as a retailers' occupation tax and service occupation tax within the Route 83/Plainfield Road Business District, **including, without limitation, within the West Expansion Area and the East Expansion Area.** Such shall be imposed for up to, but not more than, twenty-three (23) years pursuant to the provisions of the Business District Act.

8) Page 25, Section VII, add the following to the list of formal findings and determinations:

6. All references in this Section VII to the Route 83/Plainfield Road Business District, and Business District, include and apply to the West Expansion Area and the East Expansion Area. The findings and determinations in the Expansion Area Study are incorporated into this Section VII. For the avoidance of doubt, the Village finds that the West Expansion Area and the East Expansion Area are each a "blighted area" under the Act.

EXHIBIT 1 TO EXHIBIT C
EXPANSION AREA STUDY



VILLAGE OF WILLOWBROOK, ILLINOIS

Illinois Route 83/Plainfield Road Business District

Expansion Areas Eligibility Study

FINAL REPORT | June 20, 2024



VILLAGE OF WILLOWBROOK, IL
Illinois Route 83/Plainfield Road Business District
Expansion Areas Eligibility Study

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1. Introduction

The Village of Willowbrook, Illinois (the "Village") engaged SB Friedman Development Advisors, LLC (SB Friedman) to conduct eligibility studies for two potential expansion areas: the "East Expansion Area" and the "West Expansion Area" (together, the "Expansion Areas") to be amended into the existing Illinois Route 83/Plainfield Road Business District (the "Existing BD") under the provisions of the Illinois Business District Development and Redevelopment Law (65 ILCS 5/11-74.3-1 et seq., as amended the "Law"). The Existing BD and the Expansion Areas are illustrated in **Map 1**.

This document (the "Eligibility Study") summarizes the eligibility findings for the Expansion Areas. SB Friedman has prepared this Eligibility Study with the understanding that: 1) the Village would rely on the findings and conclusions of this Eligibility Study in proceeding with the expansion of the Existing BD in compliance with the Law, and 2) the Expansion Areas would adopt the redevelopment objectives outlined in the Existing BD's original business district plan (the "Original Plan") once amended into the Existing BD.

The East Expansion Area

The East Expansion Area encompasses one parcel bounded by 69th Street to the north and Plainfield Road to the south. There is currently a Chase Bank and a multi-tenant office building on site.

The East Expansion Area contains approximately 2.2 acres of land, of which approximately 0.1 acres are rights-of-way.

The legal description of the East Expansion Area and a list of Property Index Numbers (PINs) are included in **Appendix 1** and **Appendix 2**, respectively.

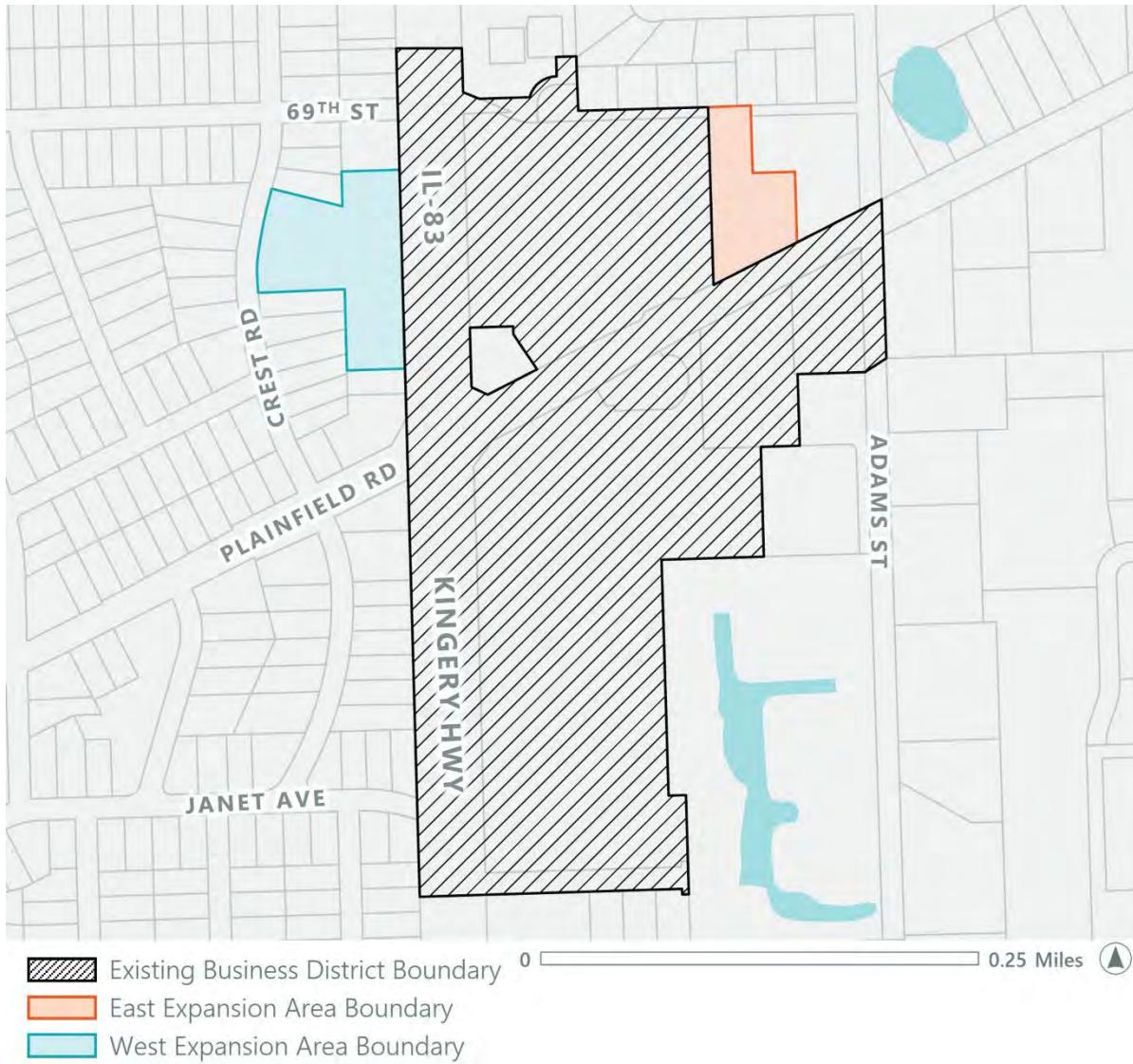
The West Expansion Area

The West Expansion Area consists of a total of nine parcels along Kingery Highway. It is roughly bounded by Kingery Highway to the east, Crest Road to the west, Plainfield Road to the south and 69th Street to the north.

The West Expansion Area contains approximately 4.0 acres of land.

The legal description of the West Expansion Area and a list of PINs are included in **Appendix 1** and **Appendix 2**, respectively.

Map 1: Existing BD & Expansion Areas



Sources: DuPage County, Esri, SB Friedman, Village of Willowbrook

2. Eligibility Study – East Expansion Area

The East Expansion Area suffers from deteriorated site improvements and a defective and inadequate street layout. The East Expansion Area will benefit from a strategy to improve physical conditions and address deteriorating infrastructure, allowing for economic growth and redevelopment.

The eligibility findings presented herein cover events and conditions that were determined to support a finding that the East Expansion Area qualifies as a "blighted area" under the Law.

Eligibility Provisions of the Illinois Business District Development and Redevelopment Act

In order to impose taxes within a business district, a municipality must find that the area meets the "blighted area" provision under the Law and satisfies several other findings and tests. These eligibility criteria are summarized below.

BLIGHTED AREA DEFINITION

A business district can be considered a blighted area under the Law by the predominance of at least one of the following five factors:

- Defective, Non-Existent or Inadequate Street Layout
- Unsanitary or Unsafe Conditions
- Deterioration of Site Improvements
- Improper Subdivision or Obsolete Platting
- Existence of Conditions which Endanger Life or Property by Fire or Other Causes

In addition, the presence of the factor(s) must have at least one of the following four effects on the business district:

- Retard(s) the Provision of Housing Accommodations
- Constitute(s) an Economic or Social Liability
- Constitute(s) an Economic Underutilization of the Area
- Constitute(s) a Menace to the Public Health, Safety, Morals or Welfare

OTHER REQUIRED FINDINGS AND TESTS

Four additional findings and tests are required to be satisfied to add land into an existing business district:

1. **Lack of growth and development through private investment.** The Village is required to evaluate whether a proposed business district or proposed business district expansion area has been subject to growth and development through investment by private enterprises and must substantiate a finding of lack of such investment prior to establishing a business district or adding land to an existing business district.

2. **"But for" the creation or expansion of a business district, the area would not be redeveloped.** The Village must find that the area would not reasonably be anticipated to be developed or redeveloped without the adoption of the business district plan.
3. **Contiguity and substantial benefit.** The boundary of a proposed business district or proposed business district expansion area must contain contiguous parcels that are directly and substantially benefited by the plan.
4. **Conformance to the plans of the Village.** A business district plan must conform to the Village's most recent comprehensive plan and any master plans applicable to the proposed business district or proposed business district expansion area.

Methodology Overview

SB Friedman conducted the following analyses to determine whether the East Expansion Area qualifies as a blighted area, as defined by the Law:

- Parcel field observations and photography in March 2024 documenting external conditions of properties and infrastructure;
- Analysis of historic trends in equalized assessed value (EAV) for the last six years (five year-to-year periods) for which data are available and final (2017-2022) from the DuPage County Supervisor of Assessments Office and the Downers Grove Township Assessor's Office;
- Review of a memo from the Village dated April 5th, 2024 (the "Village Memo"); and
- Review of the Village's current Comprehensive Plan (the "1993 Comprehensive Plan").

All properties were examined for qualification factors consistent with the blighted area requirements of the Law.

Eligibility Findings

BLIGHTED AREA FINDING

SB Friedman's research indicates the East Expansion Area qualifies as a blighted area due to the predominance of the following two factors:

1. Defective, Non-Existent or Inadequate Street Layout
2. Deterioration of Site Improvements

Defective, Non-Existent or Inadequate Street Layout

SB Friedman conducted fieldwork and collected data from the Village to assess the street layout and transportation challenges within the East Expansion Area.

The Village Memo indicates that it is challenging to enter and exit the site from the two access points at Plainfield Road, especially from the eastbound lanes. Due to a lack of signage, drivers assume they can enter and exit from either access point as well as turn left to exit the East Expansion Area and go east on Plainfield Road. This makes it difficult to exit the site at all times of day. The Village Memo describes the current level of

access as defective and inadequate. These defects and inadequacies in street layout are present throughout the East Expansion Area.

Deterioration of Site Improvements

Physical deterioration of surface improvements and buildings was observed throughout the parcel. The most common form of deterioration was on surface improvements, especially parking surfaces. Catalogued surface improvement deterioration included cracking and crumbling asphalt. Catalogued building deterioration included damage to the façade, fascia and soffit.

This factor was found to be meaningfully present and reasonably distributed throughout the East Expansion Area.

Effect of Blighting Factors on the East Expansion Area

It appears the present blighting factors have the following effect on the East Expansion Area:

- Constitute an Economic Underutilization of the Area

ECONOMIC UNDERUTILIZATION OF THE AREA

An evaluation of change in property values over time is one of the clearest indicators of whether an area is meeting its economic potential. SB Friedman analyzed the change in the equalized assessed of the parcel in the East Expansion Area from 2017 to 2022 in comparison to the remainder of the Village.

The East Expansion Area has grown more slowly than the balance of the Village over the last five years. During that time, the East Expansion Area grew by 13.4%, while the balance of the Village grew by 18.7%. The compound annual growth rate (CAGR) of the EAV for the East Expansion Area was approximately 2.5% from 2017 to 2022, whereas the CAGR of the EAV for the balance of the Village over the same period was approximately 3.5%. These results are shown in **Table 1** below.

Table 1: Overall Growth in EAV of East Expansion Area and Balance of the Village (2017 – 2022)

	2017	2022
East Expansion Area Parcel EAV	\$655 K	\$742 K
Percent Change	---	13.4%
CAGR	---	2.5%
Village EAV Less East Expansion Area Parcel	\$438.3 M	\$520.3 M
Percent Change	---	18.7%
CAGR	---	3.5%

Sources: Downers Grove Township Assessor's Office, DuPage County Supervisor of Assessments, SB Friedman

Compared to the remainder of the Village, the East Expansion Area's property values have grown more slowly from 2017 to 2022. The fact that the East Expansion Area has not attained property value growth on par with the remainder of the Village indicates that the area is economically underutilized.

Other Required Findings and Tests

In addition to the finding of blight, the Law requires that four required findings and tests be satisfied for the designation or expansion of an existing business district. SB Friedman's research, as described below, indicates that the East Expansion Area satisfies these requirements.

1. LACK OF GROWTH AND DEVELOPMENT THROUGH PRIVATE INVESTMENT

As described above and shown in **Table 1**, overall growth in property value within the East Expansion Area has been substantially lower than the remainder of the Village from 2017 to 2022. This indicates a lack of growth and private investment in the East Expansion Area.

Finding: *The East Expansion Area as a whole has not been subject to growth and development through investment by private enterprises.*

2. "BUT FOR" ITS ADDITION TO THE EXISTING BD, THE EAST EXPANSION AREA WOULD NOT ACHIEVE DESIRED REDEVELOPMENT GOALS

Without the support of public resources, the Original Plan's redevelopment objectives would most likely not be realized in the East Expansion Area. The improvements and development assistance needed to upgrade existing infrastructure and support new development and redevelopment are extensive and costly. The private market, on its own, has shown little ability to absorb all such costs. The Village has limited capacity to fund capital improvements of the sort that appear necessary to remove blighting factors.

Given the relative lack of growth in property value, defective and inadequate street layout, and existing surface and building deterioration, substantial redevelopment and economic growth in the East Expansion Area is unlikely to occur without the addition of the East Expansion Area to the Existing BD.

Finding: *The East Expansion Area would not reasonably be anticipated to be redeveloped without its addition to the Existing BD.*

3. CONTIGUITY OF PARCELS

Finding: *All parcels in the Expansion Areas are contiguous with the parcels in the Existing BD and are expected to directly and substantially benefit from inclusion in the Existing BD.*

4. CONFORMANCE TO THE PLANS OF THE VILLAGE

Finding: *The addition of the Expansion Areas to the Existing BD would not affect the Original Plan's conformance to the 1993 Comprehensive Plan.*

Summary of Findings

SB Friedman found that the East Expansion Area qualifies to be designated as a "blighted area." The East Expansion Area is blighted due to the predominance of defective and inadequate street layout and

deterioration of site improvements and buildings, which constitutes an economic underutilization of the area. The East Expansion Area also satisfies the four separate findings and tests required for inclusion in the Existing BD.

3. Eligibility Study – West Expansion Area

The West Expansion Area suffers from deteriorated site improvements and defective and inadequate street layout. The West Expansion Area will benefit from a strategy to improve physical conditions and address deteriorating infrastructure, allowing for economic growth and redevelopment.

The eligibility findings presented herein cover events and conditions that were determined to support a finding that the West Expansion Area qualifies as a "blighted area" under the Law.

Eligibility Provisions of the Illinois Business District Development and Redevelopment Act

In order to impose taxes within a business district, a municipality must find that the area meets the "blighted area" provision under the Law and satisfies several other findings and tests. These eligibility criteria are summarized below.

BLIGHTED AREA DEFINITION

A business district can be considered a blighted area under the Law by the predominance of at least one of the following five factors:

- Defective, Non-Existent or Inadequate Street Layout
- Unsanitary or Unsafe Conditions
- Deterioration of Site Improvements
- Improper Subdivision or Obsolete Platting
- Existence of Conditions which Endanger Life or Property by Fire or Other Causes

In addition, the presence of the factor(s) must have at least one of the following four effects on the business district:

- Retard(s) the Provision of Housing Accommodations
- Constitute(s) an Economic or Social Liability
- Constitute(s) an Economic Underutilization of the Area
- Constitute(s) a Menace to the Public Health, Safety, Morals or Welfare

OTHER REQUIRED FINDINGS AND TESTS

Four additional findings and tests are required to be satisfied to add land into an existing business district:

1. **Lack of growth and development through private investment.** The Village is required to evaluate whether a proposed business district or proposed business district expansion area has been subject to growth and development through investment by private enterprises and must substantiate a finding of lack of such investment prior to establishing a business district or adding land to an existing business district.

2. **"But for" the creation or expansion of a business district, the area would not be redeveloped.** The Village must find that the area would not reasonably be anticipated to be developed or redeveloped without the adoption of the business district plan.
3. **Contiguity and substantial benefit.** The boundary of a proposed business district or proposed business district expansion area must contain contiguous parcels that are directly and substantially benefited by the plan.
4. **Conformance to the plans of the village.** A business district plan must conform to the Village's most recent comprehensive plan and any master plans applicable to the proposed business district or proposed business district expansion area.

Methodology Overview

SB Friedman conducted the following analyses to determine whether the West Expansion Area qualifies as a blighted area, as defined by the Law:

- Parcel field observations and photography in March 2024 documenting external conditions of properties and infrastructure;
- Analysis of historic trends in equalized assessed value (EAV) for the last six years (five year-to-year periods) for which data are available and final (2017-2022) from the DuPage County Supervisor of Assessments Office and the Downers Grove Township Assessor's Office;
- Review of a memo from the Village dated April 5th, 2024 (the "Village Memo"); and
- Review of the Village's current Comprehensive Plan (the "1993 Comprehensive Plan").

All properties were examined for qualification factors consistent with the blighted area requirements of the Law.

Eligibility Findings

BLIGHTED AREA FINDING

SB Friedman's research indicates the West Expansion Area qualifies as a blighted area due to the predominance of the following two factors:

1. Defective, Non-Existent or Inadequate Street Layout
2. Deterioration of Site Improvements

Defective, Non-Existent or Inadequate Street Layout

SB Friedman conducted fieldwork and collected data from the Village to assess the street layout and transportation challenges within the West Expansion Area.

The Village Memo states that the large number of access points along Kingery Highway is considered defective relative to current design standards. There are five (5) access points across all adjoining parcels in the West Expansion Area, despite there being auto access across the properties. This makes it difficult to enter or exit in a motorized vehicle, as Kingery Highway gets very congested.

In addition, there are no sidewalks along Kingery Highway within the West Expansion Area, as this space is currently occupied by a stormwater ditch. Other areas along Kingery Highway to the north and south of the West Expansion Area have underground stormwater pipes, which allows for public sidewalks. Therefore, the Village Memo concludes that the lack of walkability is considered defective and inadequate compared to current design standards.

Based on the Village Memo, we found defective and inadequate street layouts to be present throughout the West Expansion Area.

Deterioration of Site Improvements

Physical deterioration of surface improvements and buildings was observed on all nine (9) parcels (100% of all parcels). The most common form of deterioration was on surface improvements, including parking surfaces and walkways. Catalogued surface improvement deterioration included cracking, alligatoring, and crumbling asphalt and concrete. Catalogued building deterioration included deteriorating shingles.

This factor was found to be meaningfully present and reasonably distributed throughout the West Expansion Area.

Effect of Blighting Factors on the West Expansion Area

It appears the present blighting factors have the following effect on the West Expansion Area:

- Constitute an Economic Underutilization of the Area

ECONOMIC UNDERUTILIZATION OF THE AREA

An evaluation of change in property values over time is one of the clearest indicators of whether an area is meeting its economic potential. SB Friedman analyzed the change in the equalized assessed value of the parcels in the West Expansion Area from 2017 to 2022 in comparison to the remainder of the Village.

The West Expansion Area has grown more slowly than the balance of the Village over the last five years. During that time, the West Expansion Area grew by 6.7%, while the balance of the Village grew by 18.7%. The CAGR of the EAV for the West Expansion Area was approximately 1.3% from 2017 to 2022, whereas the CAGR of the EAV for the balance of the Village over the same period was approximately 3.5%. These results are shown in **Table 2** below.

Table 2: Overall Growth in EAV of West Expansion Area and Balance of the Village (2017 – 2022)

	2017	2022
West Expansion Area Parcels EAV	\$1.2 M	\$1.3 M
Percent Change	---	6.7%
CAGR	---	1.3%
Village EAV Less West Expansion Area Parcels	\$437.8 M	\$519.8 M
Percent Change	---	18.7%
CAGR	---	3.5%

Sources: Downers Grove Township Assessor's Office, DuPage County Supervisor of Assessments, SB Friedman

The West Expansion Area's property values have grown more slowly from 2017 to 2022 compared to the remainder of the Village. The fact that the West Expansion Area has not attained property value growth on par with the remainder of the Village indicates that the area is economically underutilized.

Other Required Findings and Tests

In addition to the finding of blight, the Law requires that four required findings and tests be satisfied for the designation or expansion of an existing business district. SB Friedman's research, as described below, indicates that the West Expansion Area satisfies these requirements.

1. LACK OF GROWTH AND DEVELOPMENT THROUGH PRIVATE INVESTMENT

As described above and shown in **Table 2**, overall growth in property value within the West Expansion Area has been substantially lower than the remainder of the Village from 2017 to 2022. This indicates a lack of growth and private investment in the West Expansion Area.

Finding: *The West Expansion Area as a whole has not been subject to growth and development through investment by private enterprises.*

2. "BUT FOR" ITS ADDITION TO THE EXISTING BD, THE WEST EXPANSION AREA WOULD NOT ACHIEVE DESIRED REDEVELOPMENT GOALS

Without the support of public resources, the Original Plan's redevelopment objectives would most likely not be realized in the West Expansion Area. The improvements and development assistance needed to upgrade existing infrastructure and support new development and redevelopment are extensive and costly. The private market, on its own, has shown little ability to absorb all such costs. The Village has limited capacity to fund capital improvements of the sort that appear necessary to remove blighting factors.

Given the relative lack of growth in property value, defective and inadequate street layout, and existing surface and building deterioration, substantial redevelopment and economic growth in the West Expansion Area is unlikely to occur without the addition of the West Expansion Area to the Existing BD.

Finding: *The West Expansion Area would not reasonably be anticipated to be redeveloped without its addition to the Existing BD.*

3. CONTIGUITY OF PARCELS

Finding: *All parcels in the Expansion Areas are contiguous with the Existing BD and are expected to directly and substantially benefit from their addition to the Existing BD.*

4. CONFORMANCE TO THE PLANS OF THE VILLAGE

Finding: *The addition of the Expansion Areas to the Existing BD would not affect the Original Plan's conformance to the 1993 Comprehensive Plan.*

Summary of Findings

SB Friedman found that the West Expansion Area qualifies to be designated as a "blighted area." The West Expansion Area is blighted due to the predominance of defective and inadequate street layout and deterioration of site improvements and buildings, which constitutes a social liability and an economic underutilization of the area. The West Expansion Area also satisfies the four separate findings and tests required for inclusion in the Existing BD.

Appendix 1: Existing BD & Expansion Areas

Boundary Legal Descriptions

THAT PART OF THE SOUTH HALF OF SECTION 23 AND THE NORTH HALF OF SECTION 26 TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN PERSEVERANCE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23 AND THE NORTHEAST QUARTER OF SAID SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 2007 AS DOCUMENT NO. R2007-141528; THENCE NORTHERLY, WESTERLY, NORTHERLY, EASTERNLY AND NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO A POINT ON THE SOUTH LINE OF LOT 1 IN WILLOWBROOK CENTER UNIT NO. 1, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1963 AS DOCUMENT NO. R63-37895; THENCE EASTERNLY ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO A POINT ON THE SOUTH LINE OF LOT 2 IN LENZ' S ASSESSMENT PLAT, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JULY 5, 1955 AS DOCUMENT NO. 763597; THENCE EASTERNLY ALONG SAID SOUTH LINE AND ALONG THE EASTERNLY EXTENSION THEREOF TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ADAMS STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY CORNER OF LOT 1 IN 1ST BURLINGTON BANK, WILLOWBROOK RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1986 AS DOCUMENT NO. R86-115152; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 69TH STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 14 IN SCHILLER'S ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1950 AS DOCUMENT NO. 595530; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 14 TO THE SOUTHWEST CORNER OF LOT 12 IN WEST TOWN DEVELOPMENT COMPANY'S RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1955 AS DOCUMENT NO. 766039; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 12 AND ALONG THE WEST LINE OF LOT 13 IN SAID WEST TOWN DEVELOPMENT COMPANY'S RESUBDIVISION TO THE NORTHEAST CORNER OF PARCEL 1 IN WILLOWBROOK OFFICE PARK LOT 12 ASSESSMENT PLAT, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 2005 AS DOCUMENT NO. R2005-197465; THENCE WESTERLY, SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE NORTH LINE OF SAID PARCEL 1 115.50 FEET (MORE OR LESS) TO A POINT ON THE NORTHEASTERLY LINE OF A PERMANENT EASEMENT (AS SHOWN ON AN EASEMENT EXHIBIT PREPARED BY MANHARD CONSULTING, LTD AND DATED JUNE 9, 2016); THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY PERMANENT EASEMENT LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERNLY EXTENSION OF THE NORTH LINE OF LOT 15 IN BLOCK 35 IN TRI STATE VILLAGE UNIT NO. 5, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 23 AND THE NORTHWEST QUARTER OF SAID SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT NO. 465114; THENCE WESTERLY ALONG SAID EASTERNLY EXTENSION TO A POINT ON THE

WEST RIGHT-OF-WAY LINE OF SAID ILLINOIS ROUTE 83; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF 72ND COURT; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO A POINT OF INTERSECTION WITH SAID EAST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83; THENCE EASTERLY, SOUTHERLY AND EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 72ND COURT TO A POINT ON THE EAST LINE OF LOT 6 IN HINSDALE HIGHLAND ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1954 AS DOCUMENT NO. 720969; THENCE NORTHERLY ALONG SAID EAST LINE EXTENDED NORTHERLY TO THE POINT OF BEGINNING.

INCLUDING THE FOLLOWING DESCRIBED LAND (West Expansion Area):

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 IN TRI-STATE VILLAGE UNIT NO. 5, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 20, 1944 AS DOCUMENT NUMBER R1944-465114, SAID NORTHEAST CORNER OF LOT 3 ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83; THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY OF ILLINOIS ROUTE 83 TO THE SOUTHEAST CORNER OF LOT 10 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 10 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE EAST LINE OF LOT 18 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE NORTH ALONG THE WEST LINES OF LOTS 18 THRU 21 INCLUSIVE IN SAID TRI-STATE VILLAGE UNIT NO. 5 TO THE NORTHEAST CORNER OF SAID LOT 21; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 21 TO THE SOUTHWEST CORNER OF THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF CREST ROAD; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF CREST ROAD TO THE NORTHWEST CORNER OF LOT 25 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 25 TO THE NORTHEAST CORNER THEREOF TO A POINT ON THE WEST LINE OF LOT 4 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE NORTH ALONG SAID WEST LINE OF LOT 4 AND CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

ALSO INCLUDING THE FOLLOWING DESCRIBED PARCEL OF LAND (East Expansion Area):

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN 1ST BURLINGTON BANK, WILLOWBROOK RESUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 23, 1986 AS DOCUMENT NUMBER R86-115152, SAID SOUTHEAST CORNER ALSO BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID PLAINFIELD ROAD TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 69TH STREET; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 69TH STREET TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID

LOT 1; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND EAST LINE OF SAID LOT 1 TO AN ANGLE POINT IN SAID EAST LINE; THENCE EAST ALONG SAID EASTERN LINE TO ANOTHER ANGLE POINT; THENCE SOUTH ALONG SAID EAST LINE OF LOT 1 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL (P. I. N. 09-23-405-019):

THAT PART OF LOT 4 WHICH LIES EAST OF THE EAST LINE OF ILLINOIS ROUTE 83 AND NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD AS PER PLAT OF DEDICATION RECORDED JUNE 27, 1961 AS DOCUMENT NO. R61-11952 AND WHICH LIES SOUTH OF A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SAID ILLINOIS ROUTE 83 TO A POINT WHICH IS 298.40 FEET NORTH OF THE CENTER LINE OF PLAINFIELD ROAD (MEASURED ALONG THE EAST LINE OF SAID ROUTE 83),

ALSO, THAT PART OF LOT 3 WHICH LIES NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD AS PER PLAT OF DEDICATION RECORDED JUNE 27, 1961 AS DOCUMENT NO. R61-11952, AND WHICH LIES SOUTHERLY OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 3, SAID POINT BEING 138.94 FEET NORTH OF THE NORTH LINE OF SAID PLAINFIELD ROAD (MEASURED ALONG SAID WEST LINE OF LOT 3) TO A POINT IN THE NORTHERLY LINE OF SAID PLAINFIELD ROAD, SAID LOTS 3 AND 4 BEING IN OWNER'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1931 AS DOCUMENT NO. 311500, IN DUPAGE COUNTY, ILLINOIS.

Appendix 2: List of PINs in Expansion Areas

East Expansion Area	West Expansion Area
09-23-405-022	09-23-310-004
	09-23-310-005
	09-23-310-006
	09-23-310-007
	09-23-310-029
	09-23-310-030
	09-23-310-033
	09-23-310-034
	09-23-310-035

Sources: DuPage County Supervisor of Assessments, SB Friedman

Appendix 3. Limitations of Engagement

The Eligibility Study covers events and conditions that were determined to support the inclusion of both the East Expansion Area and West Expansion Area in the existing Illinois Route 83/Plainfield Road Business District under the Law at the completion of our field research in March 2024 and not thereafter. SB Friedman's findings do not consider events or conditions that may have occurred after completion of field research, including, without limitation, governmental actions and additional development.

The Eligibility Study summarizes the analysis and findings of the consultant's work, which, unless otherwise noted, is solely the responsibility of SB Friedman. The Village is entitled to rely on the findings and conclusions of the Eligibility Study in amending the existing Illinois Route 83/Plainfield Road Business District to include the East Expansion Area and/or the West Expansion Area under the Law.

The Eligibility Study is based on estimates, assumptions, and other information developed from research of the market, knowledge of the industry, and meetings during which we obtained certain information. The sources of information and bases of the estimates and assumptions are stated in the Eligibility Study. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur. Therefore, actual results achieved will necessarily vary from those described in the Eligibility Study, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise the Eligibility Study to reflect events or conditions which occur subsequent to the date of the Eligibility Study. These events or conditions include, without limitation, economic growth trends, governmental actions, additional competitive developments, interest rates, and other market factors. However, we will be available to discuss the necessity for revision in view of changes in economic or market factors.

Neither the Eligibility Study nor its contents, nor any reference to SB Friedman, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors, without prior written consent.

EXHIBIT D

PUBLISHER'S AFFIDAVITS

CHICAGO SUN-TIMES

Certificate of Publication

On Behalf of:

VILLAGE OF WILLOWBROOK

Customer No: 100425

Ad No. 473

Amount: \$2,289.00

PO Number: #PO_NUMBER#

ATTESTATION OF PUBLIC LEGAL NOTICE

STATE OF ILLINOIS, COUNTY OF COOK:

Chicago Sun-Times does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991. CH100, Pl.

As published in Chicago Sun Times in the issue(s) of:

8/1/2024

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed by:

Robin Munoz
Manager | Recruitment
& Legals

Date: 8/1/2024

VILLAGE OF WILLOWBROOK

7760 S QUINCY ST
WILLOWBROOK IL 605275532

CHICAGO SUN★TIMES

Certificate of Publication

On Behalf of:

VILLAGE OF WILLOWBROOK

Customer No: 100425

Ad No: 92

Amount: \$2,436.00

PO Number: #PO_NUMBER#



ATTESTATION OF PUBLIC LEGAL NOTICE

STATE OF ILLINOIS, COUNTY OF COOK:

Chicago Sun-Times does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.

As published in Chicago Sun Times in the issue(s) of:

8/8/2024

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed by:

Robin Munoz
Manager | Recruitment
& Legals

Date: 8/8/2024

VILLAGE OF WILLOWBROOK

7760 S QUINCY ST
WILLOWBROOK, IL 605275532

EXHIBIT E

BUSINESS DISTRICT NEW BOUNDARIES **LEGAL DESCRIPTION**

THAT PART OF THE SOUTH HALF OF SECTION 23 AND THE NORTH HALF OF SECTION 26 TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN PERSEVERANCE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23 AND THE NORTHEAST QUARTER OF SAID SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 2007 AS DOCUMENT NO. R2007-141528; THENCE NORTHERLY, WESTERLY, NORTHERLY, EASTERLY AND NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO A POINT ON THE SOUTH LINE OF LOT 1 IN WILLOWBROOK CENTER UNIT NO. 1, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1963 AS DOCUMENT NO. R63-37895; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO A POINT ON THE SOUTH LINE OF LOT 2 IN LENZ'S ASSESSMENT PLAT, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JULY 5, 1955 AS DOCUMENT NO. 763597; THENCE EASTERLY ALONG SAID SOUTH LINE AND ALONG THE EASTERLY EXTENSION THEREOF TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ADAMS STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY CORNER OF LOT 1 IN 1ST BURLINGTON BANK, WILLOWBROOK RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1986 AS DOCUMENT NO. R86-115152; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 69TH STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 14 IN SCHILLER'S ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1950 AS DOCUMENT NO. 595530; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 14 TO THE SOUTHWEST CORNER OF LOT 12 IN WEST TOWN DEVELOPMENT COMPANY'S RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1955 AS DOCUMENT NO. 766039; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 12 AND ALONG THE WEST LINE OF LOT 13 IN SAID WEST TOWN DEVELOPMENT COMPANY'S RESUBDIVISION TO THE NORTHEAST CORNER OF PARCEL 1 IN WILLOWBROOK OFFICE PARK LOT 12

ASSESSMENT PLAT, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 2005 AS DOCUMENT NO. R2005-197465; THENCE WESTERLY, SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE NORTH LINE OF SAID PARCEL 1 115.50 FEET (MORE OR LESS) TO A POINT ON THE NORTHEASTERLY LINE OF A PERMANENT EASEMENT (AS SHOWN ON AN EASEMENT EXHIBIT PREPARED BY MANHARD CONSULTING, LTD AND DATED JUNE 9, 2016); THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY PERMANENT EASEMENT LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 15 IN BLOCK 35 IN TRI STATE VILLAGE UNIT NO. 5, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 23 AND THE NORTHWEST QUARTER OF SAID SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT NO. 465114; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID ILLINOIS ROUTE 83; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF 72ND COURT; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO A POINT OF INTERSECTION WITH SAID EAST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83; THENCE EASTERLY, SOUTHERLY AND EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 72ND COURT TO A POINT ON THE EAST LINE OF LOT 6 IN HINSDALE HIGHLAND ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1954 AS DOCUMENT NO. 720969; THENCE NORTHERLY ALONG SAID EAST LINE EXTENDED NORTHERLY TO THE POINT OF BEGINNING.

INCLUDING THE FOLLOWING DESCRIBED LAND (West Expansion Area):

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 IN TRI-STATE VILLAGE UNIT NO. 5, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 20, 1944 AS DOCUMENT NUMBER R1944-465114, SAID NORTHEAST CORNER OF LOT 3 ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83; THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY OF ILLINOIS ROUTE 83 TO THE SOUTHEAST CORNER OF LOT 10 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 10 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE EAST LINE OF LOT 18 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE NORTH ALONG THE WEST LINES OF LOTS 18 THRU 21 INCLUSIVE IN SAID TRI-STATE VILLAGE UNIT NO. 5 TO THE NORTHEAST CORNER OF SAID LOT 21; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 21 TO THE SOUTHWEST CORNER OF THEREOF, SAID SOUTHWEST

CORNER ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF CREST ROAD; THENCE NORtherly along said west right-of-way line of crest road to the northwest corner of lot 25 in said tri-state village unit no. 5; thence southeasterly along the northerly line of said lot 25 to the northeast corner thereof to a point on the west line of lot 4 in said tri-state village unit no. 5; thence north along said west line of lot 4 and continuing north along the west line of said lot 3 to the northwest corner thereof; thence east along the north line of said lot 3 to the point of beginning.

ALSO INCLUDING THE FOLLOWING DESCRIBED PARCEL OF LAND (East Expansion Area):

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN 1ST BURLINGTON BANK, WILLOWBROOK RESUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 23, 1986 AS DOCUMENT NUMBER R86-115152, SAID SOUTHEAST CORNER ALSO BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID PLAINFIELD ROAD TO THE SOUTHWEST CORNER THEREOF; THENCE NORtherly ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE NORtherly EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 69TH STREET; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 69TH STREET TO A POINT OF INTERSECTION WITH THE NORtherly EXTENSION OF THE EAST LINE OF SAID LOT 1; THENCE SOUTH ALONG SAID NORtherly EXTENSION AND EAST LINE OF SAID LOT 1 TO AN ANGLE POINT IN SAID EAST LINE; THENCE EAST ALONG SAID EASTERLY LINE TO ANOTHER ANGLE POINT; THENCE SOUTH ALONG SAID EAST LINE OF LOT 1 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL (P. I. N. 09-23-405-019):

THAT PART OF LOT 4 WHICH LIES EAST OF THE EAST LINE OF ILLINOIS ROUTE 83 AND NORtherly OF THE NORtherly RIGHT-OF-WAY LINE OF PLAINFIELD ROAD AS PER PLAT OF DEDICATION RECORDED JUNE 27, 1961 AS DOCUMENT NO. R61-11952 AND WHICH LIES SOUTH OF A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SAID ILLINOIS ROUTE 83 TO A POINT WHICH IS 298.40 FEET NORTH OF THE CENTER LINE OF PLAINFIELD ROAD (MEASURED ALONG THE EAST LINE OF SAID ROUTE 83),

ALSO, THAT PART OF LOT 3 WHICH LIES NORtherly OF THE NORtherly RIGHT-OF-WAY LINE OF PLAINFIELD ROAD AS PER PLAT OF DEDICATION RECORDED

JUNE 27, 1961 AS DOCUMENT NO. R61-11952, AND WHICH LIES SOUTHERLY OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 3, SAID POINT BEING 138.94 FEET NORTH OF THE NORTH LINE OF SAID PLAINFIELD ROAD (MEASURED ALONG SAID WEST LINE OF LOT 3) TO A POINT IN THE NORTHERLY LINE OF SAID PLAINFIELD ROAD, SAID LOTS 3 AND 4 BEING IN OWNER'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1931 AS DOCUMENT NO. 311500, IN DUPAGE COUNTY, ILLINOIS.

PINs: 09-23-310-004, 09-23-310-005, 09-23-310-006, 09-23-310-007, 09-23-310-029, 09-23-310-030, 09-23-310-033, 09-23-310-034, 09-23-310-035, 09-23-405-022, 09-23-400-035*, 09-23-405-018, 09-23-405-026, 09-23-406-003, 09-23-406-015, 09-23-406-018, and 09-26-200-010.

*A portion of this parcel is included for easement access only.

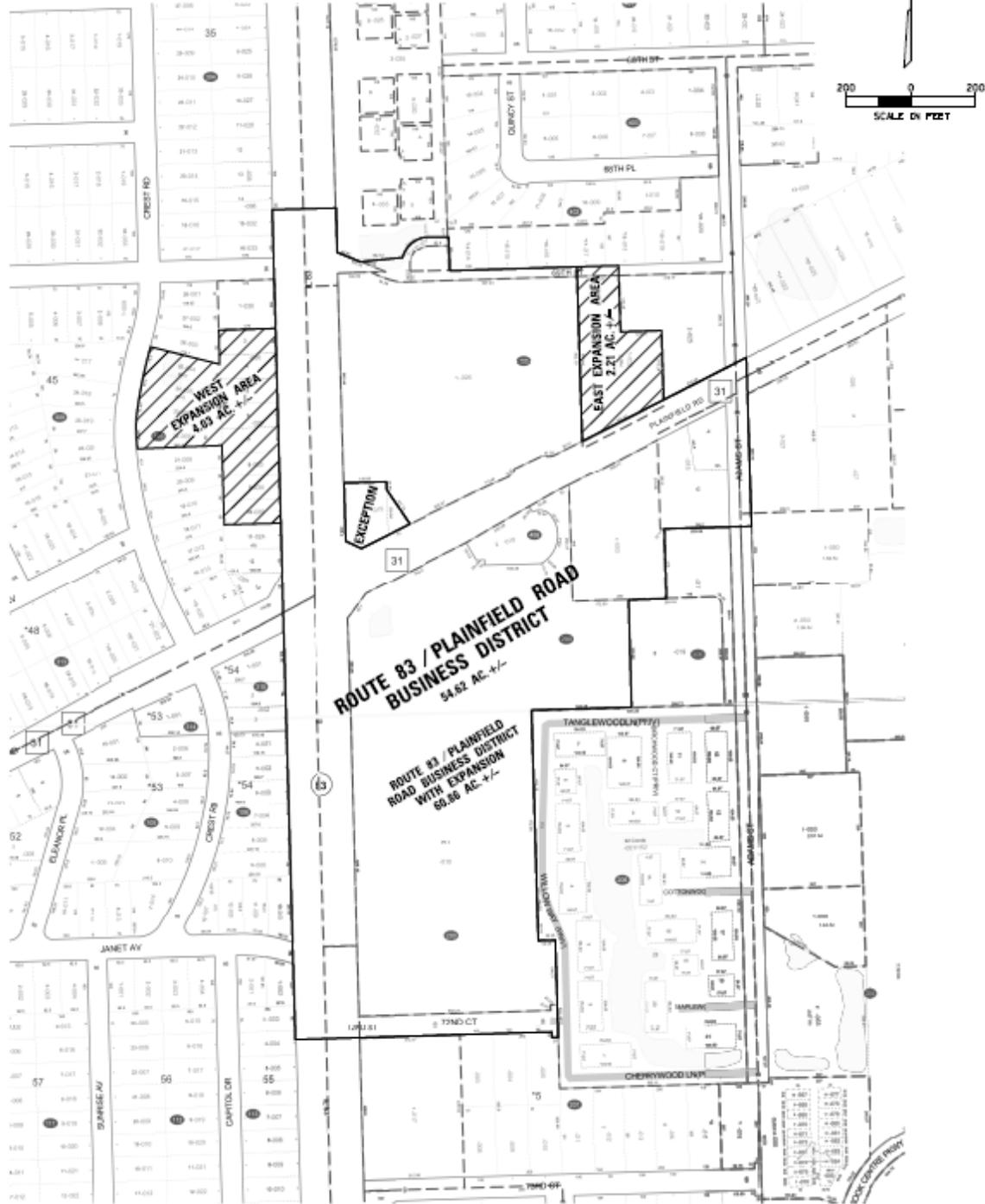
Common addresses: 825 Plainfield Road, 7101 S. Kingery Highway, 7111 S. Kingery Highway, 7117 S. Kingery Highway, 7121 S. Kingery Highway, 7125 S. Kingery Highway, 7135 S. Kingery Highway, 7137 S. Kingery Highway, 7143 S. Kingery Highway, 7145 S. Kingery Highway, 7155 S. Kingery Highway, 7163 S. Kingery Highway, 7165 S. Kingery Highway, 7167 S. Kingery Highway, 7169 S. Kingery Highway, 7171 S. Kingery Highway, 7173 S. Kingery Highway, 7175 S. Kingery Highway, 7181 S. Kingery Highway, 7183 S. Kingery Highway, 7185 S. Kingery Highway, 7187 S. Kingery Highway, 7189 S. Kingery Highway, 7191 S. Kingery Highway, 7195 S. Kingery Highway, 7199 S. Kingery Highway, 820 Plainfield Road, 840 Plainfield Road, 715 Plainfield Road, 735 Plainfield Road, 6920 S. Kingery Highway, 6930 S. Kingery Highway, 6938 S. Kingery Highway, 720-730 Plainfield Road, Willowbrook, Illinois.

Street location: the area generally bounded by 69th Street on the north, 72nd Court on the south, Illinois Route 83 on the west, and Adams Street and Willow Way Lane on the east, along with the area generally located on the west side of Illinois Route 83, south of 69th Street, along with the area generally located north of Plainfield Road and west of Adams Street, and along with all any adjoining rights of way within the Village of Willowbrook.

EXHIBIT F

BUSINESS DISTRICT NEW BOUNDARIES
DEPICTION

**ROUTE 83 / PLAINFIELD ROAD
BUSINESS DISTRICT**



ORDINANCE NO. 24-O-__**AN ORDINANCE IMPOSING A BUSINESS DISTRICT RETAILERS' OCCUPATION TAX AND A BUSINESS DISTRICT SERVICE OCCUPATION TAX WITHIN THE AMENDED BOUNDARIES OF THE ROUTE 83/PLAINFIELD ROAD BUSINESS DISTRICT IN THE VILLAGE OF WILLOWBROOK**

WHEREAS, the Village of Willowbrook (“*Village*”) is a home rule municipality pursuant to Section 6 of Article VII of the Constitution of the State of Illinois; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, Section 1 of the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.*, as amended (“**Business District Law**”) allows a municipality to determine that it is “essential to the economic and social welfare of the municipality that business districts be developed, redeveloped, improved, maintained, and revitalized, that jobs and opportunity for employment be created within the municipality, and that, if blighting conditions are present, blighting conditions be eradicated by assuring opportunities for development or redevelopment, encouraging private investment, and attracting sound and stable business and commercial growth;” and

WHEREAS, pursuant to its powers and in accordance with the Business District Law, on July 11, 2016, the Village adopted Ordinance No. 16-O-30 approving a business district plan (“**Business District Plan Ordinance**”), Ordinance No. 16-O-31 establishing the Illinois Route 83/Plainfield Road Business District (“**Business District**”), and Ordinance No. 16-O-32 imposing an additional Business District Retailers’ Occupation Tax and Business District Service Occupation Tax therein (“**Business District Tax Ordinance**”), both at the rate of 1%; and

WHEREAS, the Village previously adopted Ordinance 24-O-__ approving the “Business District Plan Amendments” and adding the “West Expansion Area” and the “East Expansion Area” (collectively, the “**Expansion Areas**”) to the boundaries of the Business District, as defined in Ordinance 24-O-__, with a finding that the Expansion Areas are “blighted areas” as defined in the Business District Law; and

WHEREAS, amendments to the Business District Tax Ordinance are needed to impose the additional Business District Retailers’ Occupation Tax and the Business District Service Occupation Tax on properties in the Expansion Areas which are now part of the Business District, and the boundaries of the Expansion Areas are legally described in **EXHIBIT A** and depicted in **EXHIBIT B** attached to this Ordinance; and

WHEREAS, it is in the public interest that the Mayor and Board of Trustees approve the imposition of the Business District Retailers’ Occupation Tax and the Business District Service Occupation Tax within the Expansion Areas and approve the amendments to the Business District Tax Ordinance as set forth herein.

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

SECTION 1. Incorporation. The recitals above are incorporated into this Ordinance.

SECTION 2. Imposition of Business District Retailers' Occupation Tax. On July 11, 2016, in the Business District Tax Ordinance, the Village Board imposed the Business District Retailers' Occupation Tax at the rate of 1% within the then-existing boundaries of the Business District. On August 26, 2024, the Village Board expanded the boundaries of the Business District to include the Expansion Areas in Ordinance 24-O-__. The Village Board, pursuant to Section 6(b) of the Business District Law hereby imposes a Business District Retailers' Occupation Tax upon all persons engaged in the business of selling tangible personal property within the Expansion Areas, such that the Business District Retailers' Occupation Tax is imposed within the entirety of the Business District, including the Expansion Areas, as legally described in **EXHIBIT C** and depicted in **EXHIBIT D** attached to this Ordinance, other than an item of tangible personal property titled or registered with an agency of the State of Illinois, at retail within the Expansion Areas at the rate of 1% of the gross receipts from the sales made in the course of such business, in accordance with, and as limited by, the Business District Law. The tax imposed herein is in addition to all other applicable taxes, however, the tax imposed herein may not be imposed on tangible personal property taxed at the rate of 1% under the Retailers' Occupation Tax Act and the Service Occupation Tax Act.

SECTION 3. Imposition of Business District Service Occupation Tax. On July 11, 2016, in the Business District Tax Ordinance, the Village Board imposed the Business District Service Occupation Tax at the rate of 1% within the Business District. On August 26, 2024, the Village Board expanded the boundaries of the Business District to include the Expansion Areas in Ordinance 24-O-__. The Village Board, pursuant to Section 6(c) of the Business District Law hereby imposes a Business District Service Occupation Tax upon all persons engaged in the business of making sales of service within the Expansion Areas, such that the Business District Retailers' Occupation Tax is imposed within the entirety of the Business District, including the Expansion Areas, as legally described in **EXHIBIT C** and depicted in **EXHIBIT D** to this Ordinance, who, as an incident to making those sales of service, transfer tangible personal property within the Expansion Areas, either in the form of tangible personal property or in the form of real estate as an incident to a sale of service, at the rate of 1% of the selling price of tangible personal property so transferred within the Expansion Areas in accordance with, and as limited by, the Business District Law. The tax imposed herein may not be imposed on tangible personal property taxed at the rate of 1% under the Retailers' Occupation Tax Act and the Service Occupation Tax Act. The tax imposed herein is in addition to all other applicable taxes, however, the tax imposed herein may not be imposed on tangible personal property taxed at the rate of 1% under the Retailers' Occupation Tax Act and the Service Occupation Tax Act.

SECTION 4. Collection and Distribution. The Illinois Department of Revenue (“IDOR”) will collect, administer, distribute, and enforce the taxes imposed pursuant to Sections 2 and 3 above in accordance with the terms, conditions and requirements set forth in the Business District Law, including all civil penalties that may be assessed as an incident thereof. The IDOR has the full power to administer and enforce the provisions of this Ordinance.

SECTION 5. Amendments to Business District Tax Ordinance. The Business District Tax Ordinance is hereby amended as follows:

Amendment One. Section 2(B) of the Business District Tax Ordinance is hereby amended in its entirety to read as follows:

The Mayor and the Village Board of Trustees (the “Village Board”) of the Village previously adopted Ordinance No. 16-0-30 and Ordinance No. 16-0-31, as amended by Ordinance 24-O-__, approving a “business district plan” and designating a “business district,” respectively, pursuant to the provisions of the Act with respect to the Village of Willowbrook, Illinois Route 83/Plainfield Road Business District and has otherwise complied with all other conditions precedent required by the Act.

Amendment Two. Section 3(A) of the Business District Tax Ordinance is hereby amended in its entirety to read as follows:

A Business District Retailers’ Occupation Tax and a Business District Service Occupation Tax, as those concepts are defined and set out in the Act, are hereby imposed with respect to the Village of Willowbrook, Illinois Route 83/Plainfield Road Business District adopted and approved pursuant to Ordinance No. 16-0-30, as amended by Ordinance No. 24-O-__ (the “Business District Plan”) with respect to the Village of Willowbrook, Illinois Route 83/Plainfield Road Business District legally described in **Exhibit E** to Ordinance No. 24-O-__, which was designated pursuant to Ordinance No. 16-0-31, as amended by Ordinance No. 24-O-__ (the “Business District”), for the purposes of (i) paying for the planning, execution and implementation of the Business District and Business District Plan and to pay for “business district project costs” as set forth in the Business District Plan approved by the Village and (ii) paying debt service on obligations of the Village issued under the Act for the purpose of paying such business district project costs.

The boundaries of the Business District are generally described as the contiguous area generally bounded by 69th Street on the north, 72nd Court on the south, Illinois Route 83 on the west, and Adams Street and Willow Way Lane on the east, along with the area generally located on the west side of Illinois Route 83, south of 69th Street, along with the area generally located north of Plainfield Road and west of Adams Street, and along with all any adjoining rights of way within the Village of Willowbrook. A map of the boundaries of the Business District is attached in **Exhibit F** to Ordinance No. 24-0-__. A list of the parcel identification numbers (“PINS”) for each property within the Business District is in **Exhibit E** to Ordinance No. 24-0-__.

SECTION 6. Authorization for Transmittal and Other Action. The Village Board hereby authorizes and directs the Village Administrator to take any and all other statutorily

required steps in connection with the imposition of the taxes imposed in Sections 2 and 3 above, including filing a certified copy of this Ordinance with the IDOR before October 1, 2024. The IDOR is directed to begin collecting, administering, distributing, and enforcing the taxes imposed in this Ordinance beginning January 1, 2025.

SECTION 7. Additional Information. The Village Board directs the Village Administrator to provide the IDOR with information as may be required by the IDOR to determine the addresses and locations of all businesses within the Business District, including the Expansion Areas, along with any other information required by the IDOR for the collection, administration, and enforcement of the taxes imposed in Sections 2 and 3 above.

SECTION 8. Authorization for Other Action. The Village Board hereby authorizes and directs the Village Administrator to take any and all other statutorily required steps in connection with the imposition of the Business District Retailers' Occupation Tax and the Business District Service Occupation Tax.

SECTION 9. Invalid Portions are Severable. If any section, paragraph or provision of this Ordinance is held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision will not affect the validity or enforceability of any of the remaining provisions of this Ordinance.

SECTION 10. Superceder. All ordinances, resolutions, motions and orders in conflict with this Ordinance are repealed to the extent of such conflict.

SECTION 11. Effective Date. This Ordinance will be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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ADOPTED this 26th day of August, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 26th day of August, 2024, by the Mayor of the Village of Willowbrook, and attested by the Village Clerk, on the same day.

Mayor

APPROVED and FILED in my office this 26th day of August, 2024 and published in pamphlet form in the Village of Willowbrook, DuPage County, Illinois.

ATTEST:

Village Clerk

EXHIBIT A
LEGAL DESCRIPTION OF EXPANSION AREAS

WEST EXPANSION AREA

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 IN TRI-STATE VILLAGE UNIT NO. 5, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 20, 1944 AS DOCUMENT NUMBER R1944-465114, SAID NORTHEAST CORNER OF LOT 3 ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83; THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY OF ILLINOIS ROUTE 83 TO THE SOUTHEAST CORNER OF LOT 10 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 10 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE EAST LINE OF LOT 18 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE NORTH ALONG THE WEST LINES OF LOTS 18 THRU 21 INCLUSIVE IN SAID TRI-STATE VILLAGE UNIT NO. 5 TO THE NORTHEAST CORNER OF SAID LOT 21; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 21 TO THE SOUTHWEST CORNER OF THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF CREST ROAD; THENCE NORtherly ALONG SAID WEST RIGHT-OF-WAY LINE OF CREST ROAD TO THE NORTHWEST CORNER OF LOT 25 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE SOUTHEASTERLY ALONG THE NORtherly LINE OF SAID LOT 25 TO THE NORTHEAST CORNER THEREOF TO A POINT ON THE WEST LINE OF LOT 4 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE NORTH ALONG SAID WEST LINE OF LOT 4 AND CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

EAST EXPANSION AREA

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN 1ST BURLINGTON BANK, WILLOWBROOK RESUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 23, 1986 AS DOCUMENT NUMBER R86-115152, SAID SOUTHEAST CORNER ALSO BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID PLAINFIELD ROAD TO THE SOUTHWEST CORNER THEREOF; THENCE NORtherly ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE NORtherly EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 69TH STREET; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 69TH STREET TO A POINT OF INTERSECTION WITH THE NORtherly EXTENSION OF THE EAST LINE OF SAID LOT 1; THENCE SOUTH ALONG SAID NORtherly EXTENSION AND EAST LINE OF SAID LOT 1 TO AN ANGLE POINT IN

SAID EAST LINE; THENCE EAST ALONG SAID EASTERLY LINE TO ANOTHER ANGLE POINT; THENCE SOUTH ALONG SAID EAST LINE OF LOT 1 TO THE POINT OF BEGINNING.

PINs: 09-23-310-004, 09-23-310-005, 09-23-310-006, 09-23-310-007, 09-23-310-029, 09-23-310-030, 09-23-310-033, 09-23-310-034, 09-23-310-035, and 09-23-405-022.

Common addresses include: 6920 S. Kingery Highway, 6930 S. Kingery Highway, 6938 S. Kingery Highway, 720-730 Plainfield Road, Willowbrook, Illinois.

Street location: the West Expansion Area is generally located on the west side of Illinois Route 83, south of 69th Street, and the East Expansion Area is generally located north of Plainfield Road and west of Adams Street, and both Expansion Areas include any adjoining rights of way within the Village of Willowbrook.

EXHIBIT B
DEPICTION OF EXPANSION AREAS

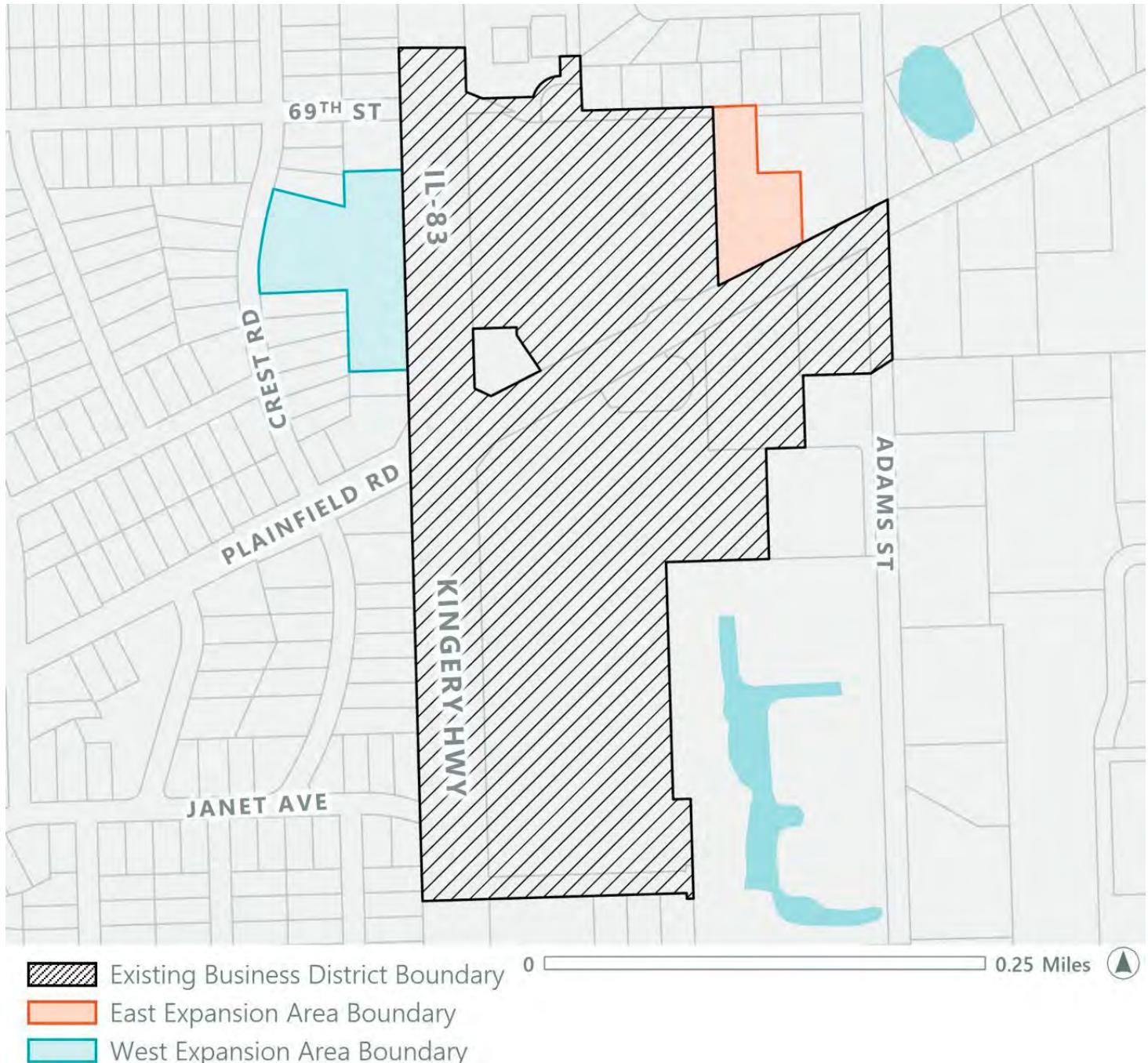


EXHIBIT C

BUSINESS DISTRICT BOUNDARIES LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 23 AND THE NORTH HALF OF SECTION 26 TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN PERSEVERANCE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23 AND THE NORTHEAST QUARTER OF SAID SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 2007 AS DOCUMENT NO. R2007-141528; THENCE NORTHERLY, WESTERLY, NORTHERLY, EASTERLY AND NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO A POINT ON THE SOUTH LINE OF LOT 1 IN WILLOWBROOK CENTER UNIT NO. 1, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1963 AS DOCUMENT NO. R63-37895; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO A POINT ON THE SOUTH LINE OF LOT 2 IN LENZ'S ASSESSMENT PLAT, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JULY 5, 1955 AS DOCUMENT NO. 763597; THENCE EASTERLY ALONG SAID SOUTH LINE AND ALONG THE EASTERLY EXTENSION THEREOF TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ADAMS STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY CORNER OF LOT 1 IN 1ST BURLINGTON BANK, WILLOWBROOK RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1986 AS DOCUMENT NO. R86-115152; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 69TH STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 14 IN SCHILLER'S ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1950 AS DOCUMENT NO. 595530; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 14 TO THE SOUTHWEST CORNER OF LOT 12 IN WEST TOWN DEVELOPMENT COMPANY'S RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1955 AS DOCUMENT NO. 766039; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 12 AND ALONG THE WEST LINE OF LOT 13 IN SAID WEST TOWN DEVELOPMENT COMPANY'S RESUBDIVISION TO THE NORTHEAST CORNER OF PARCEL 1 IN WILLOWBROOK OFFICE PARK LOT 12 ASSESSMENT PLAT, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 2005 AS DOCUMENT NO. R2005-197465; THENCE WESTERLY, SOUTHERLY,

SOUTHWESTERLY AND WESTERLY ALONG THE NORTH LINE OF SAID PARCEL 1 115.50 FEET (MORE OR LESS) TO A POINT ON THE NORTHEASTERLY LINE OF A PERMANENT EASEMENT (AS SHOWN ON AN EASEMENT EXHIBIT PREPARED BY MANHARD CONSULTING, LTD AND DATED JUNE 9, 2016); THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY PERMANENT EASEMENT LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 15 IN BLOCK 35 IN TRI STATE VILLAGE UNIT NO. 5, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 23 AND THE NORTHWEST QUARTER OF SAID SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT NO. 465114; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID ILLINOIS ROUTE 83; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF 72ND COURT; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO A POINT OF INTERSECTION WITH SAID EAST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83; THENCE EASTERLY, SOUTHERLY AND EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 72ND COURT TO A POINT ON THE EAST LINE OF LOT 6 IN HINSDALE HIGHLAND ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1954 AS DOCUMENT NO. 720969; THENCE NORTHERLY ALONG SAID EAST LINE EXTENDED NORTHERLY TO THE POINT OF BEGINNING.

INCLUDING THE FOLLOWING DESCRIBED LAND (West Expansion Area):

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 IN TRI-STATE VILLAGE UNIT NO. 5, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 20, 1944 AS DOCUMENT NUMBER R1944-465114, SAID NORTHEAST CORNER OF LOT 3 ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83; THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY OF ILLINOIS ROUTE 83 TO THE SOUTHEAST CORNER OF LOT 10 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 10 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE EAST LINE OF LOT 18 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE NORTH ALONG THE WEST LINES OF LOTS 18 THRU 21 INCLUSIVE IN SAID TRI-STATE VILLAGE UNIT NO. 5 TO THE NORTHEAST CORNER OF SAID LOT 21; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 21 TO THE SOUTHWEST CORNER OF THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF CREST ROAD; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF CREST ROAD TO THE NORTHWEST CORNER OF LOT 25 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 25 TO THE NORTHEAST CORNER THEREOF TO A POINT ON THE WEST LINE OF LOT 4 IN SAID TRI-STATE VILLAGE UNIT NO. 5; THENCE NORTH ALONG SAID WEST LINE OF LOT

4 AND CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

ALSO INCLUDING THE FOLLOWING DESCRIBED PARCEL OF LAND (East Expansion Area):

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN 1ST BURLINGTON BANK, WILLOWBROOK RESUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 23, 1986 AS DOCUMENT NUMBER R86-115152, SAID SOUTHEAST CORNER ALSO BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID PLAINFIELD ROAD TO THE SOUTHWEST CORNER THEREOF; THENCE NORtherLY ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE NORtherLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 69TH STREET; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 69TH STREET TO A POINT OF INTERSECTION WITH THE NORtherLY EXTENSION OF THE EAST LINE OF SAID LOT 1; THENCE SOUTH ALONG SAID NORtherLY EXTENSION AND EAST LINE OF SAID LOT 1 TO AN ANGLE POINT IN SAID EAST LINE; THENCE EAST ALONG SAID EASTERLY LINE TO ANOTHER ANGLE POINT; THENCE SOUTH ALONG SAID EAST LINE OF LOT 1 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL (P. I. N. 09-23-405-019):

THAT PART OF LOT 4 WHICH LIES EAST OF THE EAST LINE OF ILLINOIS ROUTE 83 AND NORtherLY OF THE NORtherLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD AS PER PLAT OF DEDICATION RECORDED JUNE 27, 1961 AS DOCUMENT NO. R61-11952 AND WHICH LIES SOUTH OF A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SAID ILLINOIS ROUTE 83 TO A POINT WHICH IS 298.40 FEET NORTH OF THE CENTER LINE OF PLAINFIELD ROAD (MEASURED ALONG THE EAST LINE OF SAID ROUTE 83),

ALSO, THAT PART OF LOT 3 WHICH LIES NORtherLY OF THE NORtherLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD AS PER PLAT OF DEDICATION RECORDED JUNE 27, 1961 AS DOCUMENT NO. R61-11952, AND WHICH LIES SOUTHERLY OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 3, SAID POINT BEING 138.94 FEET NORTH OF THE NORTH LINE OF SAID PLAINFIELD ROAD (MEASURED ALONG SAID WEST LINE OF LOT 3) TO A POINT IN THE NORtherLY LINE OF SAID PLAINFIELD ROAD, SAID LOTS 3 AND 4 BEING IN OWNER'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE

PLAT THEREOF RECORDED APRIL 24, 1931 AS DOCUMENT NO. 311500, IN DUPAGE COUNTY, ILLINOIS.

PINs: 09-23-310-004, 09-23-310-005, 09-23-310-006, 09-23-310-007, 09-23-310-029, 09-23-310-030, 09-23-310-033, 09-23-310-034, 09-23-310-035, 09-23-405-022, 09-23-400-035*, 09-23-405-018, 09-23-405-026, 09-23-406-003, 09-23-406-015, 09-23-406-018, and 09-26-200-010.

*A portion of this parcel is included for easement access only.

Common addresses: 825 Plainfield Road, 7101 S. Kingery Highway, 7111 S. Kingery Highway, 7117 S. Kingery Highway, 7121 S. Kingery Highway, 7125 S. Kingery Highway, 7135 S. Kingery Highway, 7137 S. Kingery Highway, 7143 S. Kingery Highway, 7145 S. Kingery Highway, 7155 S. Kingery Highway, 7163 S. Kingery Highway, 7165 S. Kingery Highway, 7167 S. Kingery Highway, 7169 S. Kingery Highway, 7171 S. Kingery Highway, 7173 S. Kingery Highway, 7175 S. Kingery Highway, 7181 S. Kingery Highway, 7183 S. Kingery Highway, 7185 S. Kingery Highway, 7187 S. Kingery Highway, 7189 S. Kingery Highway, 7191 S. Kingery Highway, 7195 S. Kingery Highway, 7199 S. Kingery Highway, 820 Plainfield Road, 840 Plainfield Road, 715 Plainfield Road, 735 Plainfield Road, 6920 S. Kingery Highway, 6930 S. Kingery Highway, 6938 S. Kingery Highway, 720-730 Plainfield Road, Willowbrook, Illinois.

Street location: the area generally bounded by 69th Street on the north, 72nd Court on the south, Illinois Route 83 on the west, and Adams Street and Willow Way Lane on the east, along with the area generally located on the west side of Illinois Route 83, south of 69th Street, along with the area generally located north of Plainfield Road and west of Adams Street, and along with all any adjoining rights of way within the Village of Willowbrook.

EXHIBIT D

BUSINESS DISTRICT BOUNDARIES DEPICTION



CHRISTOPHER B. BURKE
ENGINEERING, LTD.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

ROUTE 83 / PLAINFIELD ROAD BUSINESS DISTRICT
IN
VILLAGE OF WILLOWBROOK, ILLINOIS
PREPARED FOR
VILLAGE OF WILLOWBROOK

CALC.	JRM	PROJECT NO. 240362
DRAW.	AJK	
CHKD.	KJR	SHEET 1 OF 1
SCALED	1" = 200'	DRAWING NO. B0240362A
DATED	05-24-2024	



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.e.

DATE: August 26, 2024

SUBJECT:

A MOTION FOR A BUDGET AMENDMENT TO THE GENERAL FUND FOR THE STORMWATER MASTER PLAN

STAFF REPORT

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

PREVIOUS ACTION TAKEN

At the August 12, 2024 Board of Trustees meeting, the Village Board approved an agreement with Christopher B. Burke Engineering for the development of a Stormwater Master Plan in the amount of \$152,080. By having the information provided by the plan, staff will be able to continue addressing long-term capital improvement planning for the Village's stormwater conveyance system.

PURPOSE AND ACTION REQUESTED

Staff is asking for a budget amendment to account for the cost of the Stormwater Master Plan with Christopher B. Burke Engineering that was approved by the Board of Trustees.

FINANCIAL IMPACT

If approved, the Village will increase the General Fund budget by \$152,080.

RECOMMENDED ACTION:

Staff recommends passing the motion for a budget amendment.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.f.

DATE: August 26, 2024

SUBJECT:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT
FOR THE SALE OF PROPERTY (815 79th Street)

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff requests approval of the contract to sell the property at 815 79th St. for \$225,000.

FINANCIAL IMPACT

If approved, the proceeds of the sale will be deposited into the Opportunity Reserve Fund

RECOMMENDED ACTION:

Staff recommends approval of the ordinance authorizing the sale of the property at 815 79th Street.

CHICAGO SUN★TIMES

Certificate of Publication

On Behalf of:

VILLAGE OF WILLOWBROOK

Customer No: 100425

Ad No: 91

Amount: \$273.00

PO Number: #PO_NUMBER#

ATTESTATION OF PUBLIC LEGAL NOTICE

STATE OF ILLINOIS, COUNTY OF COOK:

Chicago Sun-Times does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.

As published in Chicago Sun Times in the issue(s) of:

8/15/2024

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed by:

Robin Munoz
Manager | Recruitment
& Legals

Date: 8/15/2024

**PUBLIC NOTICE
PURSUANT TO 65 ILCS 5/11-74.4-4(c)**
The Mayor and Board of Trustees of the Village of Willowbrook, at a meeting on August 26, 2024 at 6:30 p.m., at the Willowbrook Community Resource Center Boardroom, 825 Midway Drive, Willowbrook, IL 60527, will consider adopting an ordinance authorizing the Village Mayor and Village Clerk to execute a Purchase and Sale Agreement which will involve the conveyance of the below-described Village-owned property:

LOT 2 IN GOWER ASSESSMENT PLAT OF PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1945, AS DOCUMENT 480834, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-35-201-002
Common address: 815 79th Street,
Willowbrook, Illinois 60527

The Purchase and Sale Agreement is in furtherance of the redevelopment objectives of the Willowbrook Redevelopment Corridor TIF District. A copy of the latest draft of the proposed Purchase and Sale Agreement is available for review at the Village Hall at 835 Midway Drive, Willowbrook, IL 60527. Any party interested in submitting an alternative proposal or bid should contact Willowbrook Village Administrator Sean Halloran at Village Hall or by telephone at (630) 323-8215. Any alternative proposals should be submitted to the Village Administrator no later than Friday, August 23, 2024, at 4:00 p.m.

VILLAGE OF WILLOWBROOK
Deborah A. Hahn, Village Clerk
8/15/2024

VILLAGE OF WILLOWBROOK

7760 S QUINCY ST
WILLOWBROOK, IL 605275532

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A
PURCHASE AND SALE AGREEMENT FOR THE SALE OF PROPERTY
(815 79th Street)

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

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

- A. The Village of Willowbrook (“*Village*”) is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time (“*TIF Act*”).
- C. Pursuant to its powers and in accordance with the TIF Act, and pursuant to Ordinance Nos. 22-O-19, 22-O-20, and 22-O-21, adopted April 25, 2022, the Willowbrook Redevelopment Corridor TIF District (“*TIF District*”) was formed as a TIF district for a 23-year period. Ordinance Nos. 22-O-19, 22-O-20, and 22-O-21 are incorporated herein by reference.
- D. Pursuant to and in accordance with the TIF Act, the Ordinances establishing the TIF District, and the Village’s home rule authority, the Corporate Authorities of the Village are empowered under Sections 4(c) of the TIF Act, 65 ILCS 5/11-74.4-4(c), to convey real property owned by the Village within the TIF District in furtherance of the Redevelopment Plan and Project for the TIF District, including for the conveyance of the “Property,” as defined in Section I.E. below.
- E. The Village is the owner of the real estate and appurtenances attached thereto for the property commonly known as 815 79th Street, Willowbrook, Illinois, with parcel identification number 09-35-201-002 (“*Property*”).
- F. The Village desires to convey the Property in furtherance of the Redevelopment Plan and Project for the TIF District to 815 Willowbrook, LLC (“*Buyer*”).
- G. It is the desire of the Village to convey the Property to the Buyer on the terms set forth in the “Purchase and Sale Agreement,” and its accompanying exhibits, attached hereto as **EXHIBIT A** and made a part hereof (“*Agreement*”).
- H. Prior to adoption of this Ordinance, the Village published notice of the proposed conveyance of the Property, made public disclosure of the terms of the disposition, and invited alternative bids and proposals.

I. It is in the best interest of the Village to convey the Property to the Buyer, to ensure that redevelopment within the TIF District continues.

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

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

ADOPTED this 26th day of August, 2024, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED this 26th day of August, 2024, by the Mayor of the Village of Willowbrook, and attested by the Village Clerk, on the same day.

Mayor

APPROVED and FILED in my office this ___ day of August, 2024 and published in pamphlet form in the Village of Willowbrook, DuPage County, Illinois.

ATTEST:

Village Clerk

EXHIBIT A

PURCHASE AND SALE AGREEMENT

(attached)

**PURCHASE AND SALE AGREEMENT
(815 79th Street)**

THIS PURCHASE AND SALE AGREEMENT (“*Agreement*”) is made as of the Effective Date (as defined in Section 25 below) between VILLAGE OF WILLOWBROOK, an Illinois home rule municipal corporation (“*Seller*”) and 815 WILLOWBROOK, LLC, an Illinois limited liability company (“*Buyer*”).

A G R E E M E N T:

1. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT SELLER IS A MUNICIPAL ENTITY AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE MAYOR AND BOARD OF TRUSTEES OF SELLER.

2. **SALE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, fee simple title to certain real property commonly known as 815 79th Street, Willowbrook, Illinois, permanent real estate index number 09-35-201-002, located in the County of DuPage (“*Property*”), which Property is legally described in **EXHIBIT A** attached hereto and made a part hereof, together with (i) all privileges, rights, easements, hereditaments and appurtenances thereto belonging, (ii) all right, title and interest of Seller in and to any streets, alleys, passages and other rights of way included therein or adjacent thereto (before or after the vacation thereof), (iii) all buildings, structures and improvements located upon the Property including, without limitation, Seller’s interest in all systems, facilities, fixtures, machinery, equipment and conduits to provide fire protection, security, heat, exhaust, ventilation, air conditioning, electrical power, light, plumbing, refrigeration, gas, sewer and water thereto, and (iv) Seller’s interest in tangible personal property located on the Property and used in connection with operation and maintenance of the improvements.

3. **PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is \$225,000.00 (“*Purchase Price*”). The Purchase Price will be paid by Buyer to Seller on the Closing Date (as defined in Section 5 below) after crediting the Earnest Money and subject to the prorations and adjustments set forth herein.

4. **EARNEST MONEY.** Within five business days after the Effective Date, Buyer will deposit \$22,500.00 (“*Earnest Money*”) with the Title Company (as defined in Section 5 below), pursuant to mutually acceptable strict joint order escrow instructions. The Earnest Money will be applied to the Purchase Price on the Closing Date, if the Closing occurs.

5. **CLOSING DATE.** The closing (“*Closing*”) of the contemplated purchase and sale of the Property will take place through a deed and money escrow on or before the date that is 15 days after the Inspection Date (as defined in Section 6 below) (“*Closing Date*”) at an office of First American Title Insurance Company (“*Title Company*”), or at such other time and place, as mutually agreed to by the parties. The parties need not physically attend the Closing. Seller will pay the costs charged by the Title Company for the title policy with extended coverage and half of the escrow costs. Buyer will pay the costs charged by the Title Company for the Title Commitment,

any title endorsements requested by Buyer, costs of recording the Deed, half of the escrow costs, and the cost of any Survey it may obtain. Buyer and Seller will each pay their respective attorney's fees.

6. **“AS IS/WHERE IS” TRANSACTION; BUYER’S INSPECTION.** This Agreement is for the sale and purchase of the Property in its “**AS IS/WHERE IS**” condition as of the Effective Date. Buyer acknowledges that no representations, warranties or guarantees of any kind with respect to the condition of the Property, the buildings, structures and improvements located upon the Property, the systems, facilities, fixtures, machinery, equipment and conduits to provide fire protection, security, heat, exhaust, ventilation, air conditioning, electrical power, light, plumbing, refrigeration, gas, sewer and water, have been made by Seller other than those known defects, if any, disclosed by Seller. Seller expressly disclaims any representations and warranties with respect to the environmental condition of the Property. Within five business days after the Effective Date, Seller will deliver to Buyer title report(s), relevant recorded documents, available surveys, site plans and environmental and/or other reports, studies and documents in its possession regarding or related to the Property. Buyer will have until 5:00 p.m. Central prevailing time on the date which is 30 days after the Effective Date (“**Inspection Date**”) in which to make such investigations and studies with respect to the Property as Buyer deems appropriate and to terminate this Agreement, by written notice delivered to Seller, if Buyer is not, for any reason, satisfied with the Property. Buyer’s inspections will be at Buyer’s expense, and may include, without limitation, Phase I and II Environmental Site Assessments and other inspections of the soil, groundwater, and other aspects of the Property and any structures thereon. In that event, Seller will make the Property available to Buyer’s inspector prior to the Inspection Date at reasonable times. Buyer will indemnify and hold harmless Seller from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection. Failure of Buyer to notify Seller of cancellation on or before the Inspection Date, or to conduct said inspection will operate as a waiver of Buyer’s right to terminate this Agreement (except as set forth in Section 7 below).

7. **BUYER’S OPTION TO TERMINATE CONTRACT.** Buyer will not be obligated to take title to the Property if, in Buyer’s sole and exclusive judgment, for any reason whatsoever or for no reason at all, Buyer determines prior to the Inspection Date to not acquire the Property. If, in the sole and exclusive judgment of Buyer, Buyer determines to not acquire the Property Buyer will have the right to revoke its acceptance of the Agreement, and to declare the Agreement and related Closing documents, if any, null and void. Said termination and revocation will only be valid if written notice is tendered to Seller on or before 5:00 p.m. Central prevailing time on the Inspection Date. Failure of Buyer to notify Seller within the timeframe stated herein, or to conduct said inspection, will operate as a waiver of Buyer’s right to terminate this Agreement as provided for in this Section 7.

8. **TITLE INSURANCE.** Within 10 business days of the Effective Date, Seller will obtain a title commitment issued by the Title Company, in the amount of the Purchase Price (“**Title Commitment**”), together with copies of all underlying title documents listed in the Title Commitment (“**Underlying Title Documents**”), subject only to those matters described in **EXHIBIT B**, attached hereto and made a part hereof (“**Permitted Exceptions**”). If the Title Commitment, Underlying Title Documents or the Survey disclose exceptions to title, which are not acceptable to Buyer (“**Unpermitted Exceptions**”), Buyer will have 10 business days from the

later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions; provided, however, Buyer shall have no right to object to any matters of title which constitute Permitted Exceptions. Buyer will provide Seller with an objection letter (“***Buyer’s Objection Letter***”) listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller will have until the Closing (“***Seller’s Cure Period***”) to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, as evidence by Buyer’s receipt of a proforma title policy (“***Proforma Title Policy***”) reflecting the Title Company’s commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, Buyer may elect to either (i) terminate this Agreement and this Agreement will become null and void without further action of the parties, or (ii) upon notice to Seller before the Closing, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, will be included within the definition of Permitted Exceptions. The Proforma Title Policy will be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. Buyer will pay the cost for any later date title commitments, and the cost of the later date to its Proforma Title Policy.

9. **SURVEY.** Prior to the Closing, Buyer may, but is not obligated to obtain an update to Seller’s existing survey (dated March 5, 2024) or a new ALTA/NSPS as-built survey of the Property (“***Survey***”). Any Survey will (a) be completed in accordance with the minimum standard detail requirements for as built ALTA/NSPS Land Title Surveys; (b) will be certified to Seller, Buyer, and the Title Company by such surveyor, and (c) will include ALTA/NSPS Standard Optional Table A Items: 2, 3, 4, 6(b), 7(a), 7(b)(i), 7(c), 8, 9, 14, 16, 17, 18.

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

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

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

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

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

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

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

C. Seller will prepare the Closing documents.

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

12. **POSSESSION.**

- A. Possession of the Property has been with Seller prior to the Effective Date.
- B. If the Closing occurs, possession of the Property will be finally and fully delivered to Buyer on the Closing Date, free and clear of any other parties.
- C. Seller agrees to deliver the Property to Buyer in broom clean condition.

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

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

A. **Real Estate Taxes.** General real estate taxes for 2023 and 2024 and subsequent years, special assessments and all other public or governmental charges against the Property, if any, which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced

on or prior to the Closing Date) will be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known at Closing, the proration will be based on 110% of the most recent full year tax bill, and will be conclusive, with no subsequent adjustment.

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

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

15. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller covenants, represents and warrants to Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

A. Violations of Zoning and Other Laws. Seller has received no written notice from any governmental agency alleging any violations of any statute, ordinance, regulation or code affecting the Property.

B. Authority of Signatories; No Breach of Other Agreements. Except as otherwise set forth in Section 1 above, the execution, delivery of and performance under this Agreement by Seller is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not, to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.

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

Seller hereby indemnifies and holds Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of such breach of the above representations or warranties made hereunder which are incurred within six months of the Closing. Notwithstanding the foregoing, the total amount of Seller's indemnification hereunder will not

exceed the Purchase Price, and Seller shall in no event be responsible for any consequential or punitive damages resulting from such breach. When used in this Section, the expression "to the best knowledge and belief of Seller," or words to that effect, is deemed to mean that Seller, without duty of examination, investigation or inquiry, is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

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

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

A. It is a condition precedent to Closing that:

- i. the Title Company will be prepared to issue a title policy at Closing, insuring Buyer's interest in the Property, subject only to the Permitted Exceptions, and other additional exceptions created by or on behalf of Buyer;
- ii. the covenants, representations and warranties of Seller contained in Section 15 hereof and elsewhere in this Agreement are true and accurate on the Closing Date or waived by Buyer in writing on the Closing Date; and
- iii. Seller has performed under the Agreement and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Agreement in order to close on the Closing Date.

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

- i. elect to enforce the terms hereof by action for specific performance (but no other action, for damages or otherwise, will be permitted); provided that any action by Buyer for specific performance must be filed, if at all, within thirty (30) days of Seller's default, and the failure to file within such period will constitute a waiver by Buyer of such right and remedy; or
- ii. terminate this Agreement, whereupon Buyer will receive a refund of the Earnest Money from Title Company and neither party hereto will have any

further obligation or liability to the other (except with respect to those provisions of this Agreement which expressly survive the termination hereof), Buyer hereby waiving any right or claim to damages for Seller's breach; or

III. proceed to Closing notwithstanding such breach or nonperformance.

C. In the event of a default by Buyer, Seller may (i) elect to terminate this Agreement, or (ii) seek specific enforcement of Buyer's obligations hereunder. If Seller terminates this Agreement as provided in the previous sentence, the Title Company will disburse the Earnest Money to Seller, and Seller will be entitled to retain the Earnest Money for such default of Buyer, whereupon this Agreement will terminate and the parties will have no further rights or obligations hereunder, except for those which expressly survive any such termination. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as liquidated damages. This provision will expressly survive the termination of this Agreement.

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

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

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

20. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement will be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express) for guaranteed next business day delivery, or (C) by e-mail transmission on the day of transmission, or (D) by personal delivery, if addressed to the parties as follows:

To Seller: Village of Willowbrook
835 Midway Drive

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

With a copy to: Elrod Friedman LLP
325 North LaSalle Street, Suite 450
Chicago, Illinois 60654
Attn: Gregory T. Smith
E-Mail: gregory.smith@elrodfriedman.com

To Buyer: 815 Willowbrook, LLC
C/O Compass Real Estate Holding, LLC
15W580 N. Frontage Road
Burr Ridge, Illinois 60527

With a copy to: Arleesia L. McDonald
General Counsel
815 Willowbrook, LLC
115 55th Street, 4th Floor
Clarendon Hills, Illinois 60514
Telephone: 630-560-4890
Email: legal@compassholding.net

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

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

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

23. **ASSIGNMENT.** Buyer may not assign its rights under this Agreement without Seller's written consent, which consent may be granted or withheld in Seller's sole and absolute discretion; provided, however, that Buyer may, upon five days prior written notice to Seller, assign this Agreement to an entity controlled by, controlling, or under common control with, Buyer; provided, however, (i) Buyer's assignee assumes in writing all of Buyer's obligations hereunder pursuant to an assignment and assumption agreement in form and content acceptable to Seller in the exercise of Seller's reasonable judgment, and (ii) no assignment of this Agreement will relieve Buyer of its obligations hereunder.

24. **MISCELLANEOUS.**

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

B. This Agreement provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, will be governed by the applicable statutory and common law of the State of Illinois. The parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue will be in the Circuit Court in the county where the Property is located and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A Legal Description of the Property

EXHIBIT B Permitted Exceptions

EXHIBIT C Disclosure Affidavit

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

BUYER:

815 WILLOWBROOK, LLC,
Illinois limited company

Compass Management, LLC, an Illinois limited liability company
Its Manager

Name: Roy Dobrasinovic
Title: Manager

Date Buyer executed: 7/11/2024

SELLER:

VILLAGE OF WILLOWBROOK,
an Illinois home rule municipal corporation

By _____ Frank Trilla, Mayor

ATTEST:

By _____ Gretchen Boerwinkle, Village Clerk

Date Seller executed: 8/26/2024

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 2 IN GOWER ASSESSMENT PLAT OF PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1945, AS DOCUMENT 480834, IN DUPAGE COUNTY, ILLINOIS.

Property Address: 815 79th Street, Willowbrook, Illinois 60527

PIN: 09-35-201-002

EXHIBIT B

PERMITTED EXCEPTIONS

1. 2023 and 2024 real estate taxes and subsequent years, not due and payable for the Property.
2. Rights of the public, the State of Illinois and the municipality in and to that part of the land falling within 79th Street.
3. License Agreement by and between MCKC, Inc. and Louis M. McCaig and Kent L. McCaig recorded October 14, 1982 as document R82-47271, and the terms, provisions and conditions contained therein.
4. Terms, conditions and provisions of Ordinance No. 07-0-26 entitled an Ordinance Annexing Property to The Village of Willowbrook approximately 4.3 Acres, located generally at the Northeast corner of Joliet Road and Route 83 recorded as document R2007-213639.
5. Survey prepared by Carl J. Cook on behalf of Jacob & Hefner Associates, Inc., dated March 5, 2024, last revised March 6, 2024, under Job No. G636c, shows the following:
 - (a) Rights of utility companies to maintain the underground gas mains located across the northern portion of the Land.

EXHIBIT C
DISCLOSURE AFFIDAVIT
(attached)

State of Illinois)
)ss.
County of DuPage)

DISCLOSURE AFFIDAVIT

I, Roy Dobrasinovic, ("Affiant") am the manager of 815 Willowbrook LLC, an entity interested in the property located at 815 79th Street, Willowbrook, in DuPage County, State of Illinois, being first duly sworn and having personal knowledge of the matters contained in this Affiant, swear to the following:

1. That I am over the age of eighteen and the [] owner or [] authorized trustee or [X] corporate official or [] managing agent or [] _____ of the grantee ("Grantee") of the Real Estate (as defined below).
2. That the Real Estate (as defined herein) being conveyed to the "Grantee," as defined below, is described as:
LOT 2 IN GOWER ASSESSMENT PLAT OF PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1945, AS DOCUMENT 480834, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 09-35-201-002
Commonly known as: 815 79th Street, Willowbrook, Illinois ("Real Estate").
3. That I understand that, pursuant to 50 ILCS 105/3.1, Illinois State Law requires the owner, authorized trustee, corporate official or managing agent of Grantee to submit a sworn affidavit to the Village of Willowbrook, an Illinois municipal corporation ("Grantor"), disclosing the identity of every owner and beneficiary having *any* interest, real or personal, in the Real Estate, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any interest, real or personal, in Grantee.
4. As the [] owner or [] authorized trustee or [X] corporate official or [] managing agent or [] _____ of the Grantee, I declare under oath that (choose one):

or [] The owners or beneficiaries of the trust are _____

or [X] The shareholders with more than 7 1/2% interest are: Compass Real Estate Holding, LLC (holding 100%)

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

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

SUBSCRIBED AND SWORN to before me
this 16th day of July, 2024.

AFFIANI

NOTARY PUBLIC





Village of **WILLOWBROOK**

**Village Administrator's
Office**

BOARD OF TRUSTEES

AGENDA ITEM NO: 8.g.

DATE: August 26, 2024

SUBJECT:

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

STAFF REPORT

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

PREVIOUS ACTION TAKEN

After reviewing the report provided by SB Friedman Development Advisors, LLC (“SB Friedman”) evaluating the eligibility of the proposed expansion, the Board provided unanimous support at the June 24th Committee of the Whole meeting to amend the Route 83 / Plainfield Road Business District (Business District) boundaries. At the July 8th Board of Trustees meeting, the Board unanimously approved an ordinance proposing the expansion of the boundaries of the Route 83/Plainfield Road Business District.

PURPOSE AND ACTION REQUESTED

The purpose of this item is to approve an amendment to the contract with SB Friedman for the preparation and finalization of the formal eligibility study report.

BACKGROUND/SUMMARY

Overview:

SB Friedman has been engaged by the Village of Willowbrook to conduct consulting services related to the potential expansion of the Illinois Route 83/Plainfield Road Business District (BD). As part of their engagement, SB Friedman has completed preliminary research that indicates the identified expansion areas meet the criteria for inclusion in the existing BD as blighted areas.

Request for Additional Fee Authorization:

The authorization of \$7,700 in addition to the original SB Friedman contract costs, would be over the Village Administrator's limit of \$20,000. To finalize the project, staff is requesting additional authorization of up to \$7,700. This additional fee covered the following tasks:

**1. Drafting a Formal Eligibility Study Report:**

SB Friedman will prepare a detailed report that formally establishes the eligibility of the proposed expansion areas. This report is a critical component of the legal process required to amend the Business District.

2. Revisions and Consultation:

The report will be revised based on feedback from Village staff and legal counsel to ensure accuracy and compliance with statutory requirements.

FINANCIAL IMPACT

These costs will be covered in the contingency fund within the Village Administrator's office budget.

RECOMMENDED ACTION:

Staff is recommending approval of the resolution to authorize the additional costs.

RESOLUTION NO. 24-R-__

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

WHEREAS, on February 20, 2024, the Village entered into an Agreement with SB Friedman Development Advisors, LLC to conduct consulting services related to the potential expansion of the Illinois Route 83/Plainfield Road Business District, for a total cost of Fourteen Thousand Two Hundred Twenty-Five and 00/100ths Dollars (\$14,225.00); and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village to approve a First Amendment to the Agreement with SB Friedman Development Advisors, LLC for the preparation and finalization of the formal eligibility study report for an additional cost to the Village of Seven Thousand Seven Hundred and 00/100ths Dollars (\$7,700.00), for a total cost of Twenty-One Thousand Nine Hundred Twenty-Five and 00/100ths Dollars (\$21,925.00).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the First Amendment to the Agreement between SB Friedman Development Advisors, LLC and the Village of Willowbrook, attached hereto as Exhibit "A", is hereby approved.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and APPROVED this 26th day of August, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**FIRST AMENDMENT TO SB FRIEDMAN DEVELOPMENT ADVISORS, LLC
AGREEMENT**

May 20, 2024

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

Dear Mr. Halloran:

SB Friedman Development Advisors, LLC ("SB Friedman") has been working on behalf of the Village of Willowbrook (the "Village") to provide Business District (BD) consulting services. We have completed our eligibility research regarding a potential expansion to the existing Illinois Route 83/Plainfield Road Business District (the "Existing BD"). The Existing BD was adopted in 2016. That research found that the two potential expansion areas (the "Expansion Areas") are eligible for inclusion in the Existing BD as blighted areas.

We request additional fee authority to draft a formal eligibility study report that would cover the Expansion Areas. This report will be utilized as the Village proceeds with the legal requirements for approving a business district expansion amendment. We anticipate: (1) drafting the report, revising it per comments from you and the Village attorney, (2) supporting the preparation of the list of businesses to be added to the BD for transmittal to the Illinois Department of Revenue and (3) presenting our eligibility findings at the required Public Hearing.

To authorize up to \$7,700 of additional fees for this work, please sign below and return a copy to us. Please note that we anticipate that the surveyor will be contracted directly by the Village. Thus, we have not included any assumed cost for their work in our fee estimate.

Sincerely,
SB Friedman Development Advisors, LLC

Geoffrey Dickinson, AICP
Senior Vice President

Accepted: _____
Signature _____ Date _____

Sean Halloran Village Admininistrator
Printed Name Title



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 9**DATE: August 26, 2024****SUBJECT:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM ORBIS SOLUTIONS, INC. TO PROVIDE CERTAIN TECHNOLOGY UPGRADES TO THE VILLAGE OF WILLOWBROOK FOR ITS EMERGENCY OPERATIONS CENTER AT A COST NOT TO EXCEED \$58,796.25

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Benjamin Kadolph, Deputy Chief
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is seeking Village Board approval of the resolution to accept the proposal with Orbis Solutions for \$58,796.25 for the upgrade to the Village's Emergency Operations Center (EOC) located within the Willowbrook Police Department at 7760 Quincy Street.

BACKGROUND/SUMMARY

The current Emergency Operation Center (EOC) shares use as the designated training room at the Willowbrook Police Department. With the increase in technology in emergency operations, EOC's reliance upon space gives operators the ability to view multiple monitors for live information from multiple sources. The current space is limited with a single monitor in a classroom type of setting. This proposal will include significant technological improvements and will be scalable for possible expansion if deemed necessary. Some of the major upgrades include:

- Three monitors at the front of the room capable of three different inputs.
- Four speakers in the ceiling to help with sound for monitor inputs.
- Control device for monitor inputs like the wall control devices in the CRC.
- Barco conferencing equipment like the installation in the CRC.
- All network, cables, and equipment to manage upgrades and expansion needs.

These upgrades will give the EOC a better capability of monitoring live information and the ability to work more efficiently as a Crisis Management Team across Village Departments.

The Crisis Management Team consists of key Village department heads and staff designated to manage the EOC upon activation during a prolonged Village critical incident. The Crisis Management Team has begun to meet regularly at the EOC to test the capabilities in the event of a critical incident. Upgrades to the EOC will serve to improve the team's capabilities during a Village critical incident.

The space will maintain its shared use as a training room for the Police Department.

FINANCIAL IMPACT

The technology upgrades were budgeted in the 24/25 Fiscal Year Budget in the Capital Improvements Plan (CIP) under Emergency Operations Center acct. #10-55-600-343.

RECOMMENDED ACTION:

Pass the Resolution to accept the proposal with Orbis Solutions to upgrade the Village's EOC.

RESOLUTION NO. 24-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A
PROPOSAL FROM ORBIS SOLUTIONS, INC. TO PROVIDE CERTAIN
TECHNOLOGY UPGRADES TO THE VILLAGE OF WILLOWBROOK FOR ITS
EMERGENCY OPERATIONS CENTER AT A COST NOT TO EXCEED \$58,796.25**

WHEREAS, the corporate authorities of the Village of Willowbrook (“Village”) have determined it is necessary and in the best interest of the Village to upgrade the computer technology infrastructure hardware in the Emergency Operation Center, including the purchase and installation of additional computer monitors, speakers, control devices, Barco conferencing equipment, and all network, cables and equipment to manage the upgrades efficiently (“certain technological upgrades”); and

WHEREAS, Orbis Solutions, Inc. has made an acceptable proposal to the Village to provide the required certain technological upgrades; and

WHEREAS, the corporate authorities of the Village of Willowbrook have a past satisfactory relationship with Orbis Solutions, Inc. with respect to the provision of IT managed services; and

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

SECTION 1: The proposal submitted by Orbis Solutions, Inc. to provide certain professional technological upgrades to the Village, is hereby accepted and approved upon the terms and conditions set forth in that certain proposal attached hereto as Exhibit “A”, and made a part hereof, at a total cost not to exceed Fifty-Eight Thousand Seven Hundred Ninety-Six and 25/100ths Dollars (\$58,796.25).

SECTION 2: The Village Mayor is hereby authorized and directed to execute that certain proposal, on behalf of the Village, with Orbis Solutions, Inc., a copy of which is attached hereto as Exhibit "A" and made a part hereof.

SECTION 3: The Village Clerk is hereby directed to attest to the signature of the Mayor.

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

PASSED and APPROVED this 26th day of August, 2024, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

Orbis Solutions, Inc.’s Technology Upgrades Proposal



Proposal To:

Village Of Willowbrook

For:

PD EOC r2

August 15, 2024

CONFERENCE ROOM

SCOPE

Scope of Work:

1. **Mounting and Installation of Sony Displays:**

- Mount and install Q3 - 85" Sony Displays.
- Provide Q3 - wall mount brackets.

2. **Installation of Sonance In-Ceiling Speakers:**

- Mount and install Q4 - Sonance in-ceiling 70v speakers.
- Run Q4 - 16/2 speaker cabling.

3. **Installation and Configuration of Control Devices:**

- Install and configure Atlona 10" touchscreen.
- Install and configure Q1 - Atlona TX Wall plate with USB-C and HDMI support USB Host.

4. **AV Distribution Setup:**

- Install and configure Q3 - Atlona OMNI-121 single-channel AV over IP Decoders for Sony displays.

5.. **Cabling and Connectivity:**

- Provide HDMI cables for displays and wall plates.

Completion Criteria:

- All devices mounted securely and in accordance with manufacturer specifications.
- All cables neatly terminated and tested for functionality.
- Control devices configured and functioning correctly.
- AV distribution setup operational with seamless display on Sony displays.
- Client satisfaction achieved with the completed installation.

Note:

- Prior to commencing any work, ensure all necessary materials and tools are available.
- Follow safety protocols during installation procedures.
- Test all equipment thoroughly before finalizing installation.
- Provide necessary training to the client on operating the installed AV system.

AUDIO

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	4	Sonance 45131 PRO SERIES PS-C63RT MEDIUM IN-CEILING SPEAKER WHITE (1 EACH)	\$215.00	\$860.00	\$0.00	\$0.00	\$860.00
	4	Orbis SPK-WIRE Single run 16/2 speaker wire from head end location to speaker location	\$160.00	\$640.00	\$0.00	\$0.00	\$640.00
AUDIO TOTAL							\$1,500.00

CONTROL

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	1	Atlona AT-VTP-1000VL-BL Velocity System 10" VESA Mount Touch Panel with LED (Black) includes Wall Mount Kit	\$2,204.00	\$2,204.00	\$0.00	\$0.00	\$2,204.00
CONTROL TOTAL							\$2,204.00

LABOR

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	1	Orbis Labor- Whole Project Orbis Labor- Whole Project Orbis Labor to install, program, and test all equipment in the proposal.	\$0.00	\$0.00	\$9,800.00	\$9,800.00	\$9,800.00
LABOR TOTAL							\$9,800.00

VIDEO DISTRIBUTION

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	3	Sony XR85X90L XR85X90L	\$2,499.99	\$7,499.97	\$0.00	\$0.00	\$7,499.97
	3	Sanus LT25-B1 Tilting TV Mount: fits TVs 37" - 90"	\$135.00	\$405.00	\$0.00	\$0.00	\$405.00
	4	Orbis Cat6-Data Single run of Cat6 from head end to remote device, installed and terminated at both ends.	\$160.00	\$640.00	\$0.00	\$0.00	\$640.00
	1	Orbis Cat6a-Shielded Single run of Cat6a-Shielded from head end to remote device, installed and terminated at both ends.	\$160.00	\$160.00	\$0.00	\$0.00	\$160.00
	1	Atlona AT-OME-SW21-TX-WPC Single Gang TX Wall Plate with USB-C and HDMI supporting USB data	\$1,124.00	\$1,124.00	\$0.00	\$0.00	\$1,124.00
	3	Atlona AT-OMNI-121 Single Channel OmniStream AV over IP Decoder	\$1,990.00	\$5,970.00	\$0.00	\$0.00	\$5,970.00
	4	Xantech XT-EX-HDMI-4 Xantech EX Series High-speed HDMI Cable with X-GRIP Technology (4m)	\$58.00	\$232.00	\$0.00	\$0.00	\$232.00
	1	C2G 28829 10ft USB MALE C TO C MALE 2.0 5A	\$19.99	\$19.99	\$0.00	\$0.00	\$19.99

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	1	C2G 28103 3M USB 2.0 A/B CBL BLK	\$3.99	\$3.99	\$0.00	\$0.00	\$3.99
VIDEO DISTRIBUTION TOTAL							\$16,054.95
CONFERENCE ROOM TOTAL							\$29,558.95

EQUIPMENT ROOM

SCOPE

Scope of Work:

1. **Wireless Conferencing Systems Setup:**

- Install and configure Q1 - Barco Clickshare conference CX-50 wireless conferencing systems.
- Install and configure Shure P300-IMX Audio conferencing Processor.

2. **Room Control Integration:**

- Install and configure Atlona Velocity Hardware gateway for control of up to 20 rooms.
- Terminate and install Atlona Omega HDMI over HDBaseT receiver.
- Terminate, install, and configure Atlona AT-VCC-IR3-Kit for cable box control.

3. **AV Distribution and Encoding:**

- Terminate, install, and configure Q3 - Atlona OMNI-111 Single-channel Omnistream AV over IP encoder for various sources:
 - Cable box
 - Clickshare devices (1)
 - Wallplate sources (1)
- Terminate, install, and configure Q2- Atlona OMNI-311 Host Side USB to IP Adapter for video conferencing at any wall plate or Clickshare device.
- Terminate, install, and configure Atlona OMNI-324 Device side IP to USB Adapter for Shure P300 USB audio control.

4. **Audio Integration:**

- Terminate, install, and configure Atlona AT-GAIN-120 amplifier to drive in-ceiling speakers.
- Provide mounting hardware for the amplifier.

5. **Network and Connectivity:**

- Install and configure Netgear switch for A/V gear.
- Provide necessary HDMI, patch, and USB interconnect cables.

6. **Equipment Rack Installation:**

- Install Strong 27u rack.

7. **Power Management:**

- Install and configure Q1 - Panamax controllable power strips.
- Install and configure Panamax Mb1500 battery backup with BlueBolt card for remote monitoring.

Completion Criteria:

- Successful installation and configuration of all AV and conferencing equipment.
- Smooth functionality of wireless conferencing systems and audio processors.
- Room control system operational for all connected devices.
- Reliable AV distribution and encoding for seamless content sharing.
- Clear audio transmission and amplification through in-ceiling speakers.
- Robust network infrastructure supporting A/V gear.
- Organized and secure equipment rack installation.
- Efficient power management and backup solutions in place.

****Note:****

- Prioritize safety measures during installation procedures.
- Thoroughly test all equipment and connections before finalizing installation.
- Provide comprehensive training to end-users on operating the integrated AV system.
- Ensure all components are installed neatly and securely for optimal performance and longevity.

AUDIO

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	1	Shure P300-IMX Audio Conferencing Processor	\$2,590.00	\$2,590.00	\$0.00	\$0.00	\$2,590.00
	1	Atlona ATNO-AT-GAIN-120 Atlona AT-GAIN-120 Stereo / Mono Audio Power Amplifier - 120 Watts	\$980.00	\$980.00	\$0.00	\$0.00	\$980.00
	1	Atlona AT-OMNI-324 Device Side IP to USB Adapter	\$615.00	\$615.00	\$0.00	\$0.00	\$615.00
AUDIO TOTAL							\$4,185.00

CONTROL

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	1	Atlona AT-VGW-HW-20 Atlona Velocity Hardware Gateway for Control 20 Rooms	\$4,600.00	\$4,600.00	\$0.00	\$0.00	\$4,600.00
	1	Atlona AT-VCC-IR3-KIT Velocity Control Converter POE kit with one AT-VCC and one IR cable with three independently assignable IR emitters	\$185.00	\$185.00	\$0.00	\$0.00	\$185.00
CONTROL TOTAL							\$4,785.00

NETWORKING

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	1	Atlona NETGEAR-GSM4248PX Netgear M4250, 40x 1G PoE+, 8x 10G SFP+, 960W	\$4,600.00	\$4,600.00	\$0.00	\$0.00	\$4,600.00
NETWORKING TOTAL							\$4,600.00

RACK

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	3	Atlona AT-OMNI-1XX-RACK-1RU 1U Rack Mount Shelf for OmniStream 1xx Devices	\$161.00	\$483.00	\$0.00	\$0.00	\$483.00
	1	Atlona AT-RACK-1RU 1 RU rack for GAIN and SW Families	\$139.00	\$139.00	\$0.00	\$0.00	\$139.00

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	3	Cables Matters 160001-BLK-7x10 Cable Matters 10-Pack, Cat6 Snagless Ethernet Patch Cable in Black 7 Fee	\$24.00	\$72.00	\$0.00	\$0.00	\$72.00
	1	Strong SR-FS-SYSTEM-DC-27U Strong FS Series Rack System with DC Fans - 24IN Depth 27U	\$1,184.35	\$1,184.35	\$0.00	\$0.00	\$1,184.35
	1	Panamax MB1500 Panamax MB1500 Battery backup with Internet control BlueBolt Capability included	\$1,290.00	\$1,290.00	\$0.00	\$0.00	\$1,290.00
	1	Panamax BlueBolt-CV2 The BlueBOLT-CV2 Interface Card plugs in to select Panamax/Furman products and provides access to BlueBOLT™ cloud based remote power management technology.	\$249.00	\$249.00	\$0.00	\$0.00	\$249.00
	1	Panamax VT1512-IP Vertical strip style power distribution unit (PDU) / surge protector with local area network and BlueBOLT cloud control	\$675.00	\$675.00	\$0.00	\$0.00	\$675.00
RACK TOTAL							\$4,092.35

VIDEO DISTRIBUTION

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	1	Barco CX-50-G2 Barco Clickshare Conference CX-50 Generation 2 Wireless Conferencing for Large Meeting Rooms	\$3,450.00	\$3,450.00	\$0.00	\$0.00	\$3,450.00
	3	Atalona AT-OMNI-111 Single Channel OmniStream AV over IP Encoder	\$1,990.00	\$5,970.00	\$0.00	\$0.00	\$5,970.00
	1	Atalona AT-OME-EX-RX Omega 4K/UHD HDMI Over HDBaseT Receiver with USB, Control and PoE	\$803.00	\$803.00	\$0.00	\$0.00	\$803.00
	3	Xantech XT-EX-HDMI-1 Xantech EX Series High-speed HDMI Cable with X-GRIP Technology (1m)	\$37.99	\$113.97	\$0.00	\$0.00	\$113.97
	2	Atalona AT-OMNI-311 Host Side USB to IP Adapter	\$615.00	\$1,230.00	\$0.00	\$0.00	\$1,230.00
	2	C2G 28103 3M USB 2.0 A/B CBL BLK	\$3.99	\$7.98	\$0.00	\$0.00	\$7.98
VIDEO DISTRIBUTION TOTAL							\$11,574.95
EQUIPMENT ROOM TOTAL							\$29,237.30

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
 To be determined

EQUIPMENT TOTAL	\$48,996.25
SHIPPING TOTAL	\$0.00
LABOR TOTAL	\$9,800.00
SUBTOTAL	\$58,796.25
TOTAL SALES TAX	\$0.00
PROJECT TOTAL	\$58,796.25

TERMS

I accept this proposal and hereby authorize Orbis Solutions Inc to proceed with the delivery of the included systems at the facilities of Village Of Willowbrook at Willowbrook, IL as described in the totality of this document. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until Village Of Willowbrook and Orbis Solutions Inc agree to such additional or alternate understandings in writing. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by Village Of Willowbrook and Orbis Solutions Inc. This proposal is valid only if accepted in writing by Village Of Willowbrook.

ACCEPTANCE

VILLAGE OF WILLOWBROOK

 SIGNED

 DATE

 PRINT NAME

 TITLE

ORBIS SOLUTIONS INC

 SIGNED

 DATE

 PRINT NAME

 TITLE



Village of **WILLOWBROOK**

**Parks &
Recreation**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 10.

DATE: August 26, 2024

SUBJECT:

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS WITH THE REPLACEMENT OF THREE (3) PEDESTRIAN BRIDGES ON CREEKSIDER PARK NATURE TRAIL, BETWEEN MADISON STREET AND GRANT STREET, WILLOWBROOK, ILLINOIS

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To pass a resolution authorizing the submission of an Illinois Transportation Enhancement Program (ITEP) grant application for the Creekside Park Renovation Project.

BACKGROUND/SUMMARY

As part of the Creekside Park Redevelopment Project, there are three pedestrian bridges that require replacement. There is an opportunity to submit an ITEP grant through the Illinois Department of Transportation (IDOT). The ITEP grant will provide, if awarded, up to \$240,000 in funds from IDOT for the project's completion. This grant program is for a cost sharing of up to an 80/20 split between IDOT and local funds. At the start of the Creekside Park Renovation Project, the Village's engineer estimated that the three pedestrian bridges would cost \$100,000 each to replace, for a total of \$300,000.

The Illinois General Assembly allocated one hundred million dollars for the ITEP this year. The ITEP grant application window for 2024 is August 1 to September 30, 2024. Passing this resolution is the first step in the process of applying for the ITEP grant from IDOT for the pedestrian bridges portion of the Creekside Park project.

FINANCIAL IMPACT

There is no financial expenditure associated with this resolution.

RECOMMENDED ACTION:

Staff recommends approving the resolution authorizing the submission of an Illinois Transportation Enhancement Program (ITEP) grant application for the pedestrian bridges portion of the Creekside Park Renovation Project.

RESOLUTION NO. 24-R-__

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN ILLINOIS
TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT APPLICATION
FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS WITH THE REPLACEMENT
OF THREE (3) PEDESTRIAN BRIDGES ON CREEKSIDER PARK NATURE TRAIL,
BETWEEN MADISON STREET AND GRANT STREET, WILLOWBROOK, ILLINOIS**

WHEREAS, the Village of Willowbrook, DuPage County, Illinois (the “Village”) is a home rule unit of government duly organized, existing and created under the provisions of the laws of the State of Illinois; and

WHEREAS, the Village desires to participate in the construction of bicycle and pedestrian facilities with bridge improvements, with the replacement of three (3) pedestrian bridges on Creekside Park Nature Trail, between Madison Street and Grant Street (the “Project”), to complete the network in the area and enhance non-motorized transportation along the Rogers Farm and Waterford Subdivisions; and

WHEREAS, the Village has participated in the Creekside Park Improvement Plan, and has determined that the Project is consistent with the strategic priorities identified in the plan; and

WHEREAS, the total projected cost for the Project is estimated to be approximately Three Hundred Thousand and 00/100ths Dollars (\$300,000.00); and

WHEREAS, an Illinois Transportation Enhancement Program (ITEP) Grant will fund eighty percent (80%) of eligible preliminary engineering, design, construction, and construction engineering of the proposed improvements with the remaining costs and ineligibles to be paid for with local funds; and

WHEREAS, the Village Board has determined that it has, on hand, one hundred percent (100%) of the funds necessary to complete the contemplated pending ITEP Project, including all

ineligible costs, within a time frame specified for the Project execution at any time on and after the date of this Resolution.

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

SECTION 1. The above recitals are incorporated herein as the findings of the corporate authorities of the Village of Willowbrook as express provisions of this Resolution.

SECTION 2. The Director of Parks and Recreation of the Village of Willowbrook, with the assistance of the Village Administrator of the Village of Willowbrook, is directed and authorized to prepare and submit, on behalf of the Village of Willowbrook, an ITEP Grant Application for the replacement of three (3) pedestrians bridge at Creekside Park.

SECTION 3. The Village Administrator is authorized to utilize consultants and attorneys on a priority basis for the preparation and presentation of the Application.

SECTION 4. The corporate authorities have determined that it has, on hand, one hundred percent (100%) of the funds necessary to complete the pending ITEP Project, including all ineligible costs, within the time frames herein, for Project execution, and, therefore, commit to paying up to the twenty percent (20%) required local match to complete the design, construction, and construction engineering for the Project.

SECTION 5. The corporate authorities of the Village of Willowbrook fully understand that an ITEP Grant Application requires it to comply with all terms, conditions and regulations of the Illinois Transportation Enhancement Program (ITEP).

SECTION 6. This resolution shall be in full force and effect from and after its passage of approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 26th day of August, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk