

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, FEBRUARY 24, 2025 AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Regular Meeting February 10, 2025 (APPROVE)
 - c. Minutes - Board of Trustees Budget Workshop #2 February 13, 2025 (APPROVE)
 - d. Warrants \$348,203.68

NEW BUSINESS

6. RESOLUTION NO. - A RESOLUTION AUTHORIZING THE VILLAGE OF WILLOWBROOK TO REQUEST THE VILLAGE OF BURR RIDGE TO ADD THE VILLAGE OF WILLOWBROOK TO ANY IMPACT ASSESSMENTS THE VILLAGE OF BURR RIDGE IS REQUESTING THE DEVELOPER OF THE CNH INDUSTRIAL REDEVELOPMENT PROJECT TO CONDUCT (ADOPT)
7. RESOLUTION NO. - A RESOLUTION AUTHORIZING THE EXECUTION OF CONSENTS AND AGREEMENTS TO COLLATERAL ASSIGNMENTS (Willowbrook Town Center) (ADOPT)

PRIOR BUSINESS

8. TRUSTEE REPORTS
9. ATTORNEY'S REPORT
10. CLERK'S REPORT
11. ADMINISTRATOR'S REPORT

12. MAYOR'S REPORT

13. EXECUTIVE SESSION

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

14. ADJOURNMENT

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

1. CALL TO ORDER

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

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele and Gayle Neal, Village Attorney Andy Acker, 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 and Chief Lauren Kaspar.

ABSENT: Village Clerk Gretchen Boerwinkle, Village Attorney Michael Durkin, Trustee Greg Ruffolo, Deputy Chief Gerard Wodka, Deputy Chief Ben Kadolph, and Deputy Clerk Christine Mardegan.

QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Village Attorney Andy Acker to lead everyone in saying the Pledge of Allegiance.

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 January 27, 2025 (APPROVE)
- c. Warrants \$ 506,063.94

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. CUSTODIAL SERVICES

a. RESOLUTION NO. 25-R-06 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO A CONTRACT WITH MULTISYSTEM MANAGEMENT COMPANY TO PERFORM CUSTODIAL SERVICES AT VILLAGE OF WILLOWBROOK FACILITIES, GOWER WEST SCHOOL, GOWER MIDDLE SCHOOL AND THE INDIAN PRAIRIE PUBLIC LIBRARY (ADOPT)

Mr. Arteaga shared that this agenda item is pertaining to a new Intergovernmental Agreement (IGA) with the Indian Prairie Public Library (IPPL) for custodial services to be performed at the library. This is the fourth time we amend our current custodial service agreement with Multisystem Management Company. The first amendment was for the CRC services, the second amendment was to add West Gower School and Gower Middle School, the third amendment was to expand the CRC services, and this is the fourth amendment for custodial services at the library.

In November 2024, library staff reached out to the Village to meet with administrative staff at IPPL to discuss shared custodial services. IPPL demonstrated interest in utilizing the Village's current custodial services vendor (Multisystem Management Company) for custodial services provided to the library, similar to the Village's existing IGA with Gower Schools for custodial services. Services should start March.

Trustee Berglund asked why we would be taking this on for library located Darien. Mayor Trilla responded that although the library is located in Darien, it services the Willowbrook residents as well. The Mayor feels it is always a good idea to participate in an IGA as it opens doors. Willowbrook wants to work with as many people and other government entities as possible within the surrounding community.

Trustee Mistele added that these facilities do not have to hire additional staff to do the work that we provide for them.

Administrator Halloran stated that although the library is located in Darien by the thought process in this case is to support any entity that supports Willowbrook residents. The taxes of Willowbrook residents support the library. Anything Willowbrook can do will only improve the great relationship already established.

Trustee Berglund asked what happens when there is a problem or IPPL is not satisfied with service. Administrator Halloran indicated that there has been a successful relationship with the school district since September 2023 and any issues that have come up have been resolved. Mr.

Arteaga has been coordinating the contract and will handle all the communication with the library district as well.

Trustee Berglund wanted assurance that this partnership would not be expanded to include Hinsdale South. The Mayor indicated no such assurance could be given as staff seeks efficiencies wherever it can.

Trustee Davi thinks this is a wonderful partnership, and the library is well utilized by Willowbrook residents. The Mayor noted that this is a strategic partnership where everyone wins. Trustee Berglund is not happy with this agreement.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution 25-R-06 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Davi, Mistele and Neal. NAYS: Berglund. ABSENT: Ruffolo.

MOTION DECLARED CARRIED

b. RESOLUTION NO. 25-R-07 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE INDIAN PRAIRIE PUBLIC LIBRARY DISTRICT FOR CUSTODIAL SERVICES AT THE INDIAN PRAIRIE PUBLIC LIBRARY (ADOPT)

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution 25-R-07 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Davi, Mistele and Neal. NAYS: Berglund. ABSENT: Ruffolo.

MOTION DECLARED CARRIED

7. VILLAGE VEHICLE PURCHASES

a. ORDINANCE NO. 25-O-01 - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF THREE (3) NEW 2025 FORD EXPLORER INTERCEPTOR MOTOR VEHICLES, PLUS STRIPING, UPFITTING, AND EXTENDED WARRANTIES, AT A TOTAL COST NOT TO EXCEED \$201,237.57 (PASS)

Chief Kaspar reported this agenda item has to do with the vehicles we discussed at the Budget Workshop #2 for public works and the police department vehicle purchases.

After researching how best to purchase vehicles, a partnership with Willowbrook Ford was sought. Their pricing is comparable to the state bidding. Additionally, they have the vehicles in stock and on the lot. Both police vehicles will be available for pick up in March 2025.

The police vehicles are currently budgeted for replacement in the FY25/26 Capital Improvement Projects in the amount of \$210,000. Purchasing vehicles this fiscal year will not only aid in improving the fleet replacement outlook, but it will also help lower maintenance costs, reducing the budgeted amount by \$8,762.43 in the next fiscal year.

Director Valent added that vehicle purchases are generally made through the Suburban Purchasing Cooperative (SPC), however the local dealer pricing is comparable to the state bid, with the added benefit that the revenue will stay in the community, and delivery is in only a few weeks as opposed to a few months.

With the public works vehicles, due to their low resale value, these vehicles will not be sold or auctioned but rather kept in the Village fleet as operational backup units, creating a dedicated watering and anti-icing/de-icing liquids unit, and providing vehicles for seasonal employee use.

Administrator Halloran added that these purchases, if approved by the Board, are being moved up as there are still supply issues in obtaining vehicles and these vehicles are available now.

Trustee Davi wanted to know if there was a reason for the color change. Administrator Halloran noted that in keeping with the logo standardization throughout the Village, the logo is generally displayed on a white background. Director Valent also noted that a red truck is generally an upcharge. Chief Kaspar reminded the Board that these purchases were budgeted on the FY 25/26 CIP program and by purchasing now, additional savings can be realized.

Trustee Neal also wanted to know if the move might help avoid any additional tariffs that might be in effect in the coming year. As no dates have been set yet for the tariffs, it is unknown what effect this might have. Director Valent also noted that if the Village needed additional vehicles, Willowbrook Ford has the inventory that would be readily available.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance 25-0-01 as presented.

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

MOTION DECLARED CARRIED

b. ORDINANCE NO. 25-0-02 - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) NEW 2025 FORD F250 PICKUP AND ONE (1) NEW 2025 FORD F350 PICKUP MOTOR VEHICLES, PLUS UPFITTING, AT A TOTAL COST NOT TO EXCEED \$137,608.00 (PASS)

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to pass Ordinance 25-0-02 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. TRUSTEE REPORTS

Trustee Neal wanted to extend her gratitude to Public Works for an event over the past weekend that required an emergency response in cold weather, and early in the morning.

Trustee Ruffolo was not present.

Trustee Mistele had no report.

Trustee Berglund wanted to know if the Village was now using beet juice on the streets. Director Valent stated yes.

Trustee Davi had no report.

Trustee Astrella had no report.

9. ATTORNEY'S REPORT

Attorney Acker had no report.

10. CLERK'S REPORT

Clerk Boerwinkle was not present.

11. ADMINISTRATOR'S REPORT

Administrator Halloran had no report.

12. MAYOR'S REPORT

Mayor Trilla has received input from multiple residents in the Waterford neighborhood regarding concerns with the CNH development (CNH Industrial Redevelopment Project) in Burr Ridge. He shares their concerns and as does Trustee Neal who has been attending all the meetings being held regarding this development which includes several industrial uses which directly impacts Willowbrook residents.

Currently Burr Ridge has not addressed Willowbrook's residents' concerns related to noise, pollution or emission assessments in their planning process. The Mayor has instructed Administrator Halloran to prepare a resolution to support Willowbrook residents to formally request Burr Ridge to amend its memo to the developer. This amendment would ensure assessments are made not only for Burr Ridge residents, but Willowbrook residents as well. With the results being made publicly accessible.

Although not publicly opposed, more specific information needs to be made public to make an informed decision. The Mayor wants the concerns of Willowbrook residents to be heard, acknowledged, and respected

We do have an executive session this evening.

13. EXECUTIVE SESSION

5 ILCS 120/2(c) (11) - Pending litigation.

14. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to adjourn the Regular Meeting and recess to closed session at the hour of 6:53 p.m.

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

MOTION DECLARED CARRIED

Meeting adjourned and recessed into Closed Session.

PRESENTED, READ, and APPROVED.

February 24, 2025

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK FOR BUDGET WORKSHOP #2 HELD ON THURSDAY, FEBRUARY 13, 2025, AT 5:30 P.M. AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS .

1. CALL TO ORDER

The meeting was called to order at 5:31 p.m. by Mayor Frank A. Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank Trilla, Village Clerk Gretchen Boerwinkle, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, and Gayle Neal, 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, Chief Lauren Kaspar, and Deputy Chief Gerard Wodka.

PRESENT VIA ZOOM: Trustee Greg Ruffolo

Absent: Deputy Chief Benjamin Kadolph, and Deputy Clerk Christine Mardegan.

A QUORUM WAS DECLARED

MOTION TO APPROVE - A MOTION TO ALLOW TRUSTEE GREGORY RUFFOLO TO ATTEND THE MEETING REMOTELY. (PASS)

Trustee Neal advised that a motion was necessary to allow Trustee Greg Ruffolo to attend the meeting remotely.

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

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

MOTION DECLARED CARRIED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Mr. Arteaga to lead the group in the Pledge of Allegiance.

4. VISITORS' BUSINESS

No visitors were present.

5. BUDGET WORKSHOP #2

a. 2024/2025 General Fund Budget Update

Administrator Halloran noted he would provide a brief update on the 2024/2025 General Fund budget as the bulk of the information was covered in Workshop #1 and then go on to the proposed 2025/2026 budget. He will present the Village's current overall financial picture and then the

department heads will review accomplishments for the current fiscal year and then their goals for the coming year.

In fiscal year 24/25, a surplus of \$2 million is expected. Part of that surplus however is in the form of matching grants which are not provided until the project is completed. Even though the work will be completed within the next 6 months, the funds may not be available for almost two years.

The budget surplus has been strong from 2020 to 2025; the lowest being in the coming fiscal year. Overall, the Village is in a good financial position. The Opportunity Reserve Fund, established by the Board in the past couple of years, has been growing steadily. For the current fiscal year, the amount to be transferred to this fund is approximately \$1.6 million, creating a fund balance of \$10 million, projected to grow to \$14.8 million by fiscal year 28/29.

In general, financial and budgeting discipline has been strong in maintaining operating expenses. Staff continues to work to keep expenditures down, not increasing staff, nor adding any superfluous expenses. Within the budget planning process, there are two pressure points that the Administrator and staff need to keep in mind. Additionally, in presenting the budget, revenue generation is kept at a very conservative level, revenue numbers are not inflated.

Administrator Halloran then reviewed the 2024/2025 Capital Improvement Projects (CIP) and highlights of the projects:

- Executive Drive Stormwater Improvements - came in under budget by \$100,000
- Brookbank Road Stormwater Project - came in slightly under budget and made residents happy
- Midway Drive and Eleanor Street Speed Tables - unbudgeted expense, much needed, highly successful with designed results in reducing speeds
- Street Sign replacements - expected completion of installation by July 2025
- Park Grill replacements - budgeted expense, equipment on hand to be replaced at a later date
- Police Mobile Livescan - enabling police to comply with laws regarding fingerprinting and collect data as well
- Public Works replacement of 410J Combo Loader - came in under budget and has benefited the department with increased reliability

- Borse Memorial Community Park Improvement Project - Phase II - included parking lot replacement, completion of walkway path, renovation of softball practice area, installation of eight pickleball courts
- Creekside Park Improvement Project - open to the public with anticipation of a grand opening in April/May 2025. Final cost under budget
- Farmingdale Terrace Park Improvement Project - completed end of September/October 2024
- Willow Pond Fishing Pier Replacement - under budget by \$11,000
- Police Emergency Operations Center - dedicated emergency center with upgraded technology
- Public Works Kitchen Improvements - completion of a long sought after project
- Water Tower Maintenance - completed overdue maintenance tasks. Project included a cleaning, to the delight of staff and the public as well

Administrator Halloran continued his presentation with a review of the Village's property tax advantage. He noted that of three local DuPage communities with Park Departments as opposed to Park Districts, Willowbrook by far has the lowest rate property tax, with park expenses paid by the Village as opposed funded by property taxes.

In the property tax distribution between the taxing bodies, the Village's rate is .32%. The only lower is the DuPage Airport Authority at .30%. The top three, accounting for 85% of each tax dollar paid, are Gower West and Hinsdale South school districts and the Tri-State Fire Department.

b. 2025/2026 General Fund Proposed Budget Discussion

In outlining the 2025/2026 Village expenditures, Administrator Halloran identified the dollar amount increase or decrease in spending by department:

Village Administrator's Office (VAO) - a reduction of \$244,977

Community Development - a reduction of \$44,241

Parks and Recreation - will see an increase of \$120,376 with a corresponding increase in events and programs

Police - an increase of \$404,415 primarily due to an increase in personnel and police pension costs

Public Works - an increase of \$162,564 with the implementation of annual maintenance programs, such as concrete flatwork, tree replacement and maintenance.

CIP expenditures - an increase of \$1.49 million due primarily to Phase III of the Borse Park renovation

With no significant operating cuts, no revenue increases, no staff increases, the fiscal year 2024/2025 is still expecting a balanced budget with a \$502,000 surplus.

The two major operational pressures facing the Village are the rising personnel and insurance costs. Personnel costs will increase 6% for 25/26. Forty-nine percent of the increase is due to the actuarial recommendation for the police pension funding. Police personnel expenditures over the past 7 years have risen \$1.4 million, of which is an increase of \$771,076 in police pension costs.

The health insurance increase is also expected to be 6%. Some of the additional costs are due to the increase of serious disease and/or illness among the pool participants.

With the General Fund revenues, staff is providing a conservative estimate, particularly with the general sales taxes and home rule taxes. For 2025/2026, staff is estimating an increase of 2.5% for sales tax and home rule sales tax. For the building permit fees, staff is predicting a 47% decrease. 2024/2025 saw \$800,000 revenue collected in building permits which staff does not feel is sustainable.

An increase in the interest income will be due in part to the reallocation of the ARPA (American Rescue Plan Act of 2021) funds and G.O. (General Obligation) Bond interest income to the General Fund based on the legalities of these funds.

The top revenue generating areas continue to be, Sales Tax, Home Rule Sales Tax, Illinois Income Tax, Red Light Fines, Utility Tax and the Places of Eating Tax.

Administrator Halloran asked Chief Financial Officer Flori to review the Village's debt obligations. She began by reviewing the actuarial value of the Police Pension Fund. The fund is currently 63.74% funded. For fiscal year 2024/2025, using the statutory minimum contribution method assumes 90% funded by 2040, with a contribution amount of \$1,218,876 or 45.78% of expected payroll. The method commonly used by the Village is the recommended contribution rate, assuming 100% funded by 2040, requiring a contribution amount of \$1,887,426, or 70.89 of expected payroll. The historical rates of payroll, as of 5/1/2024, there

are 27 inactive members with expected annual benefit payments of \$2.41 million for fiscal year 2023/2024 and \$2.24 million for fiscal year 2024/2025.

The IMRF is a well-funded pension system, with a current funded ratio of 86.40%, up slightly from the prior year.

The debt update includes the Series 2015 G.O. bonds, with a final payment 12/30/2034, and a current remaining balance of \$2,945,000. For fiscal year 2025/2026, the debt service payment for year 9 of 20 is \$343,350, which includes \$323,745 from the General Fund and \$19,605 from the Water Fund.

IEPA loan's final payment is due 7/31/2036, and a current remaining balance of \$561,380. For fiscal year 2025/2026, the debt service payment for year 9 of 20 is \$54,448, which includes a principal payment of \$44,211 and interest of \$10,237.

Regarding the Business District Sales Tax Incentive with Harlem Irving, the original note was issued 5/1/2019 with a \$2.0 million maximum and a 20-year term. In fiscal year 2024/2025, \$500,000 was paid toward the principal in accordance with the First Amendment to the Agreement. The current outstanding balance on the note is \$1,119,600.

The second Business District Sales Tax Incentive with Pete's Fresh Market with a maximum on the note of \$5.0 million and a 20-year term or the expiration of the business district 7/11/2039. The amount paid to date is \$631,185.

The Series 2007 Special Service Area (SSA) bonds has a current balance of \$1,085,000, with a final payment due 1/1/2029. This is a no-commitment debt of the Village secured by property tax revenues levied on the benefitted properties.

The final payment of \$165,000 on the Series 2022B G.O. (General Obligation) Bond was made December 2024. The Series 2022A G.O. Bond, a 20-year bond with a final payment due date of 12/30/2041, has a current balance of \$8,725,000, to be repaid with available revenue sources. The debt service payment for fiscal year 2025/2026 is \$708,530, which includes a principal payment of \$370,000 and interest of \$338,530.

Mr. Arteaga continued the budget presentation with an overview of the Administrator's office accomplishments and highlights for 2024/2025:

- Implemented Business District Safety Program in collaboration with the Police Department.

- Implemented a Village facility-wide Beautification Plan in collaboration with Public Works.
- Established an extension to the Village's Business District Tax.
- Completed an IT Server Upgrade, better protecting the Village's electronic infrastructure from external threats.
- Established a Vacant Building Ordinance.
- Extended the Village's Refuse/Recycling agreement with Groot for an additional 6-year term while increasing Senior Discount to 15%.
- Researched and finalized the Borse Park Veteran's Memorial.
- Completed a leasing analysis for the Village's vehicle fleet, ultimately determining to continue the Village's current practice of purchasing vehicles.
- Continued Village-wide Employee Engagement Activities, bringing staff from all departments together.
- Local Administrative Adjudication continues with hearings monthly since April 2024.
 - Administrator Halloran added that in addition to the revenue from the collection of fines, it has also been an easier process to come to agreements and elicit cooperation from local business than when the issues were handled in the DuPage County courts.
- Implemented a Water Utility Customer Portal (Dropcountr), live in November 2024, to allow residents to create profiles and track their individual water usage.
- Completed Comprehensive Plan Update workshops alongside the Community Development Department.
- Continued several staff training programs that span all departments.
- Secured one IGA (Intergovernmental) partnership for shared services: Custodial Services Agreement with Indian Prairie Public Library.
- Completed the Tree City USA application for the second consecutive year. Awaiting final confirmation of the Village's Tree City status from the Arbor Day Foundation in March 2025.
- The Village's Mayors' Monarch 2024 Pledge was approved, thus recognizing our community as a signatory.
- Received the DuPage Mayors and Managers Conference (DMMC) Best Innovation Award.

He continued by outlining the VAO's 2025/2026 goals:

- Local Tax review of fees.
- Employee Handbook updates.
- Review of Boundary Agreements.
- Website redesign.
- Additional Insurance Program(s) review.
- 2025 Citizen/Community Survey.
- Pension Fund Stabilization research.
- Veteran's Memorial Brick Program.
- NIMEC (Northern Illinois Municipal Electric Cooperative) research.
- Conduct Park Traffic and Improvement Studies for all Village parks.
- Policy review on the use of Artificial Intelligence (AI) in the professional environment.
- Sidewalk policy & recommendation.
- Water Tower leasing research.
- Economic Development Program/Façade Grant.
- Assist Public Works in the creation of an update to the Water Infrastructure Master Plan.
- Assist Finance/Community Development in the Local Fee and Fine update.
- Assist Public Works in a Performance Management Program.
- Assist Police in ordinance updates: (a) Public Camping, (b) Electronic Scooters.
- Assist Public Works in a Water Meter Plan.
- Assist Public Works in creating a 5-year Water Infrastructure Plan.
- Assist Public Works in creating a 5-year Stormwater Infrastructure Plan.

In the Finance department, the 2024/2025 accomplishments and highlights included:

- For the third consecutive year, received the coveted GFOA Triple Crown Award (GFOA's Certificate of Achievement for Excellence in Financial Reporting, Popular Annual Financial Reporting Award, and the Distinguished Budget Presentation Award)
- Expanded VAO staff members roles in Village Finance and Accounting, and Payroll procedures.

- For the third consecutive year, the Village utilized our reserve fund from IRMA to withhold annual premium amount as well as the monthly deductibles.

The 2025/2026 budget and project highlights include:

- Assist with the Water Meter plan
- Oversee the update to the Village's Investment Policy.

Director Krol reviewed the 2024/2025 accomplishments and highlights in the Community Development department:

- Implementing online permitting software, LAMA, in conjunction with the Davenport Group. Expected live date end of May 2025.
- Finalize the Comprehensive Plan for Village Board approval.
- All planning services continuing to be performed in-house by staff.
- Adjudication implementation with code enforcement consultants. Citation fees come to the Village, no longer DuPage County.
- \$48,325 in citation revenue collected.
- To date: 455 permits issued with \$850,000 in permit revenue.
- 11 new single-family house permits were issued with a valuation of \$8.3 Million, in addition to multiple commercial projects.

He continued with the 2025/2026 budget highlights:

- Increase proficiency in new online permit software. Train contractors and residents on how to utilize the software for better efficiency.
- Go completely digital - Plan review, inspections, planning cases.
- Keep permit review times consistent and on track with specified metrics and goals.
- Review newer building codes for end of year update, recommended every 6-9 years, last updated in 2020.
- Reduce SafeBuilt plan review and inspection billable hours.
- 2025-2026 proposed budget decreased by \$44,241 from the 2023-2024 budget, including a 4% rate increase for all consultants, and the addition of the annual subscription for the Lama permit software.

Director Kleefisch reviewed the 2024/2025 accomplishments and highlights in the Parks and Recreation department:

- Grand Opening of Midway Park in May 2024

- Increased registrations to 4,767 for FY 24/25 (115.9% increase from FY 23/24). Current run rate for programs is at 65.2% which is above our goal of 60% and higher than the National average of 50%
- Developed new special events such as Willowbrook Pumpkin Hunt, Elsa's Cookie Creations, Igloo Building, Winter Break Family Bingo, SEASPAR's Wiffleball Classic, and Wiffleball League (Youth and Adult)
- Managed the transition to Southeast Area Special Parks and Recreation (SEASPAR). Participation as a sitting Board member
- Oversaw the construction projects for Farmingdale Terrace Park and assisted the new Village Engineer with Creekside Park and Borse Community Park Phase II
- Increased resident participation rate by 94% for Active Adult program from 1,039 registrations in FY 23/24 to 2016 registrations in FY 24/25 (through Jan 2025)
- Awarded three separate grants for the Borse Memorial Community Park Redevelopment Project Phase III: Green Infrastructure Grant Opportunity (GIGO) \$574,000, Open Space Land Acquisition Development (OSLAD) \$600,000 (second grant award), Water Quality Improvement from DuPage County \$99,000 for a total of \$1,273,000

He also provided some of highlights to the current fiscal year, 2024/2025, budget:

- Department is projected to generate \$400,000 in revenue as of (Jan 30, 2025).
- Awarded three separate grants for the Borse Memorial Community Park Redevelopment Project Phase III for a total of \$1,273,000

The goals in the Parks and Recreation department for the 2025/2026 fiscal year include:

- Execute Phase III of the Borse Park Redevelopment Project.
- Provide 250+ unique program offerings for the year and achieve a 60% run rate
- Achieve 4,800 registrations for the FY 25/26.
- Implement pickleball leagues and lessons for Spring/Summer 2026.
- Create business plan model and analysis for potential rental revenue.
- Implement Winter Wonderland.
- Park Leasing and Pricing Analysis.
- Three-Year Rental Income Analysis

- Implement Village-wide Santa Trips.
- Three-year Community Event plan.
- Implement new park inspections and documentation utilizing LAMA software to score higher on IRMA assessment.
- Develop community programming/event opportunities with SEASPAR.
- Research opportunities to create efficiencies within department operations.

Director Kleefisch continued with the 2025/2026 budget highlights:

- Generate \$500,000 in revenue.
- Continued growth in Active Adults programming and other recreational programming.
- Continued development of community and special events for the residents.

Chief Kaspar reviewed the 2024/2025 accomplishments in the Police department:

- Established a standardized procedure for records destruction and expungements in accordance with state statute.
- Completed a full evidence audit, standardized evidence procedures, and completed an evidence destruction in accordance with state statute.
- Collaborated with Parks and Recreation to complete numerous children's and senior programs such as Cops & Bobbers, Pages with the Police, and Senior Safety Seminars.
- Developed a Citizen's Police Academy to take place in April/May of 2025.
- Partnered with the College of DuPage Homeland Security and Training Institute to complete all state mandated training. Willowbrook is one of the few agencies in the state who are up to date on all state mandated training. Kudos to Deputy Chiefs Kadolph and Wodka.
- Successfully completed year 3 annual web-based CALEA online assessment (October 2024) thanks to DC Kadolph. The results produced no deficiencies and very few change recommendations.

The 2024/2025 budget highlights included:

- Developed and designed the Village's first Emergency Operations Center in the Police Department.
- Purchased and implemented the iTouch Mobile booking tablet.

- Acquired \$77,124 in reimbursement grant funding for the purchase of squad car and body worn cameras through the Illinois Law Enforcement Training and Standards Board.
- Acquired a third disbursement of \$79,250 for a total of \$351,250 in grant funding for the Organized Retail Crime grant over fiscal years 23/24 and 24/25.
- Acquired the Illinois Department of Transportation's Selective Traffic Enforcement Program (STEP) grant (\$22,080) in summer of 2024.
- Acquired additional grant funding for ISP FOID Revocation Enforcement, Tobacco Enforcement Program, IRMA Safety Grant, Dobbs Scholarship, and the Bullet Proof Vest Grant.

She continued with the 2025/2026 department goals:

- Complete 4-year Job Analysis Profile review.
- Complete update of last 13 of 119 antiquated Police Department General Orders in preparation for CALEA reaccreditation.
- Prepare for and complete year 4 CALEA reaccreditation assessment in October 2025.
- Cross train civilian personnel as Crime Scene Investigators.
- Review and recommend potential ordinances on public camping, prostitution/solicitation, e-bicycles, and administrative tow fees.
- Implement traffic enforcement program to traffic liaison officers, training, and truck enforcement.
- Reestablish Bicycle Patrol Unit including the training of and implementation of Crisis Intervention Team Program.
- Implementation of DuPage County Peer Support program through IMAT.
- Explore options to increase recruitment of high school and college aged individuals into public safety career paths.
- Implement neighborhood roll calls.
- Organize Public Safety Open House with Tri-State.
- Explore Child Safety Seat Installation Program
- Deployment of new bike officers.

Chief Kaspar concluded with the Police department 2025/2026 budget highlights:

- Expected reduction in overtime expenses due to 12-hour shift continuation and achieving full staffing.

- Expected increase in personnel costs with 12-hours shifts and as the department achieves full staffing.
- Explore additional grant options for equipment purchases and recruitment/retention.
- Update administrative job tasks and organizational chart to identify potential improvements or deficits.
- Expected increases in accreditation costs due to 4-year on-site assessment and reaccreditation process

Director Valent reviewed the 2024/2025 accomplishments and budget highlights in the Public Works department:

- Completed the Executive Drive Flood Control Project.
- New John Deere backhoe loader was put into service.
- Revised the Snow Operations Manual and implemented anti-icing/de-icing liquids into operations.
- Assisted in the completion of Midway and Farmingdale Parks and Midway, Eleanor, and Borse permeable paver parking lots.
- Introduced a Stormwater Master Plan and Water Model and Master Plan for CIP planning.
- Began installation of the redesigned Village street name signage. Expected completion by July 2025.
- Completed exterior cleaning and interior inspection of the three water storage structures.
- Transitioned ArcGIS mapping to the GIS Consortium and Municipal GIS Partners.
- Completed the Adams Street LED Lighting Project.
- Assisted the VAO in implementing a beautification plan at the Municipal Campus.
- Executive Drive Flood Control Project completed under budget and nearly four weeks early.
- Reduced salt, overtime, and contractual expenses with the implementation of anti-icing/de-icing liquids.
- Stormwater maintenance increased due to aging infrastructure.
- Consulting engineering fees increased due to the number of traffic and pedestrian related requests.

He continued with the 2025/2026 Public Works goals:

- Complete Creekside and Borse Parks projects including new pedestrian bridges being installed.

- Coordinate repairs to the pour-in-play surfaces at Waterford and Willow Pond Parks.
- Finalize the Stormwater Master Plan and Water Model and Master Plan and begin developing CIP planning.
- Complete the installation of redesigned Village street name signage.
- Replace aging drinking fountains at Ridgemoor, Farmingdale, and Waterford Parks.
- Design and construct street resurfacing improvements for Bentwood, Meadow, and Hiddenbrook in the Waterford community.
- Develop a pavement management and multi-year road program following the finalization of the stormwater and water master plans.
- Complete comprehensive traffic studies around Farmingdale, Prairie Trail, Waterford and Willow Pond parks.
- Introduce a modified emergency response for brush pick up.
- Present a water meter replacement program.
- Landscape maintenance of Municipal Complex beautification.
- Continued reduction in snow and ice operations.
- Increase in stormwater infrastructure maintenance.
- Continuing with year three of the four-year concrete flatwork program. With the largest scope of the multi-year program, the budget has been increased proportionally.
- Enhanced training and professional development for employees.
- Increase in community and park tree maintenance.

Administrator Halloran indicated that was the conclusion of the staff presentations. In late December 2025, early January 2025, Administrator Halloran asked the Board to provide him with specific budget requests, requirements or areas of particular interest on which to focus. Trustee Neal made the following points to address:

[Transcriber note: Audio was unavailable for the following section and was added based on the agenda, the PowerPoint presentation, and attendee notes.]

- Increase to the Meritorious Service Award from \$100 to \$250
- Update to the various Titles within the Village of Willowbrook Code of Ordinance
- Rental property registration

- Soundwall for the west side of Route 83

Staff took the suggestions under advisement and requested additional specifics and direction on the changes to the Village Code of Ordinances.

[Transcriber note: Audio once again available.]

Regarding the soundwall, some discussion was had on the feasibility not only regarding construction, but also project funding, cooperation between the various communities and government agencies involved, and utilities in the right-of-way. The Mayor felt it was not a project that should be done piecemeal, if unable to complete the entire project from Plainfield Road to I55.

With the list of suggestions, the Mayor suggested it might be better to work on the items one by one, rather than tackling the list all at once.

With the discussion concluded, the Mayor entertained a motion for adjournment.

6. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to adjourn the Special Meeting at the hour of 7:03 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

February 24 _____, 2024.

Frank A. Trilla, Mayor

Minutes transcribed by Administrative Assistant Jody Wegrzynski.

W A R R A N T S

February 24, 2025

GENERAL CORPORATE FUND	-----	\$ 165,077.64
WATER FUND	-----	\$ 65,956.82
MOTOR FUEL TAX FUND	-----	\$ 52,086.95
CAPITAL PROJECT FUND	-----	\$ 65,082.27
TOTAL WARRANTS	-----	\$ 348,203.68

Lora Flori, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/18/2025	APCHK	103168	ASPEN AUTO BODY INC.	REIMB EXP - IRMA CLAIMS			** VOIDED **
02/18/2025	APCHK	103169	ASPEN AUTO BODY INC.	REIMB EXP - IRMA CLAIMS	480-277	10	4,151.95
02/24/2025	APCHK	103172	ALOHA CHICAGO ENTERTAINMENT	ACTIVE ADULT PROGRAM	590-517	20	300.00
02/24/2025	APCHK	103173	AMERICAN LEGAL PUBLISHING	PRINTING, PUBLISHING & TRANSCRIPTION INTERNET/WEBSITE HOSTING	455-302 460-225	10 10	538.31 500.00
				CHECK APCHK 103173 TOTAL FOR FUND 01:			1,038.31
02/24/2025	APCHK	103175	B & E AUTO REPAIR & TOWING	MAINTENANCE - BUILDING MAINTENANCE - BUILDING MAINTENANCE - BUILDING	630-228	30 30 30	193.36 54.41 63.06
				CHECK APCHK 103175 TOTAL FOR FUND 01:			310.83
02/24/2025	APCHK	103176	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM ACTIVE ADULT PROGRAM	590-517	20 20	855.00 855.00
				CHECK APCHK 103176 TOTAL FOR FUND 01:			1,710.00
02/24/2025	APCHK	103178	BUCKEYE POWER SALES CO INC	MAINTENANCE - BUILDING	466-228	10	305.00
02/24/2025	APCHK	103179	BUTTREY RENTAL SERVICE, INC.	MAINTENANCE - BUILDING	630-228	30	380.00
02/24/2025	APCHK	103180	CAROL O'ROURKE	PRINTING & PUBLISHING	550-302	20	4,700.00
02/24/2025	APCHK	103181	CASE LOTS, INC	MAINTENANCE - BUILDING MAINTENANCE - BUILDING	466-228 466-228	10 10	589.80 366.45
				CHECK APCHK 103181 TOTAL FOR FUND 01:			956.25
02/24/2025	APCHK	103182*#	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35	986.49
02/24/2025	APCHK	103183#	COMED	RED LIGHT - ADJUDICATOR RED LIGHT - ADJUDICATOR RED LIGHT - ADJUDICATOR ENERGY - STREET LIGHTS ENERGY - STREET LIGHTS MAINTENANCE - TRAFFIC SIGNALS MAINTENANCE - TRAFFIC SIGNALS	630-246 630-246 630-246 745-207 745-207 745-224 745-224	30 30 30 35 35 35 35	43.76 53.63 59.32 378.08 1,599.61 63.70 1,839.71
				CHECK APCHK 103183 TOTAL FOR FUND 01:			4,037.81

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/24/2025	APCHK	103186#	COMPLIANCE POSTER COMPANY	OFFICE SUPPLIES	455-301	10	41.34
				OFFICE SUPPLIES	630-301	30	41.33
				OFFICE SUPPLIES	710-301	35	41.34
				CHECK APCHK 103186 TOTAL FOR FUND 01:			124.01
02/24/2025	APCHK	103188	CRITICAL REACH INC	EDP LICENSES	640-263	30	415.00
02/24/2025	APCHK	103189	DACRA ADJUDICATION LLC	EDP LICENSES	460-263	10	2,500.00
02/24/2025	APCHK	103190	DIAMOND TOURS INC.	ACTIVE ADULT PROGRAM	590-517	20	34,479.00
02/24/2025	APCHK	103191	DRURY LANE THEATRE	ACTIVE ADULT PROGRAM	590-517	20	157.50
02/24/2025	APCHK	103192	DUPAGE COUNTY PUBLIC WORKS	SANITARY (835 MIDWAY)	466-251	10	49.67
02/24/2025	APCHK	103193	DUPAGE COUNTY RECORDER	PRINTING & PUBLISHING	810-302	40	81.00
				PRINTING & PUBLISHING	810-302	40	81.00
				CHECK APCHK 103193 TOTAL FOR FUND 01:			162.00
02/24/2025	APCHK	103194	ELROD FRIEDMAN LLP	FEES - VILLAGE ATTORNEY	470-239	10	109.50
				FEES - VILLAGE ATTORNEY	470-239	10	562.50
				FEES - VILLAGE ATTORNEY	470-239	10	1,555.50
				CHECK APCHK 103194 TOTAL FOR FUND 01:			2,227.50
02/24/2025	APCHK	103198	GROUP TIX & TOURS	ACTIVE ADULT PROGRAM	590-517	20	1,340.00
02/24/2025	APCHK	103199	HAYES MECHANICAL	MAINTENANCE - BUILDING	466-228	10	701.00
02/24/2025	APCHK	103201	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	630-201	30	120.00
02/24/2025	APCHK	103202	HUUSO BIO	MAINTENANCE - BUILDING	630-228	30	285.00
02/24/2025	APCHK	103203	IRMA	SELF INSURANCE - DEDUCTIBLE	480-273	10	850.00
				SELF INSURANCE - DEDUCTIBLE	480-273	10	13,824.83
				CHECK APCHK 103203 TOTAL FOR FUND 01:			14,674.83
02/24/2025	APCHK	103204	K FIVE CONSTRUCTION	STREET IMPROVEMENTS	765-685	35	222.08
				STREET IMPROVEMENTS	765-685	35	320.00
				CHECK APCHK 103204 TOTAL FOR FUND 01:			542.08
02/24/2025	APCHK	103205	KAREN PITTR	ACTIVE ADULT PROGRAM	590-517	20	200.00
02/24/2025	APCHK	103206	KEVIN WEBB	STREET IMPROVEMENTS	765-685	35	225.00
02/24/2025	APCHK	103207	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/24/2025	APCHK	103209	LAUTERBACH & AMEN LLP	CONTINGENCIES	490-799	10	3,000.00
02/24/2025	APCHK	103210	LAW OFFICES STORINO RAMELLO&DURKIN FEES - VILLAGE ATTORNEY		470-239	10	15,014.51
02/24/2025	APCHK	103211	LORI RINELLA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	215.07
02/24/2025	APCHK	103213	NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	6,142.50
				TREE MAINTENANCE	750-338	35	14,571.00
				TREE MAINTENANCE	750-338	35	6,200.00
				CHECK APCHK 103213 TOTAL FOR FUND 01:			26,913.50
02/24/2025	APCHK	103214#	ODELSON, MURPHEY, FRAZIER	FEES - VILLAGE ATTORNEY	470-239	10	647.50
				FEES - FIELD COURT ATTORNEY	630-241	30	92.50
				LEGAL FEES	820-239	40	138.75
				CHECK APCHK 103214 TOTAL FOR FUND 01:			878.75
02/24/2025	APCHK	103215#	ORBIS SOLUTIONS	OFFICE SUPPLIES	610-301	25	310.00
				INFORMATIONAL TECH SERVICES	640-308	30	609.00
				CHECK APCHK 103215 TOTAL FOR FUND 01:			919.00
02/24/2025	APCHK	103216	PARTS AUTHORITY LLC	MAINTENANCE - EQUIPMENT	570-411	20	125.89
02/24/2025	APCHK	103217	PREMIER WORLD DISCOVERY	ACTIVE ADULT PROGRAM	590-517	20	27,174.00
02/24/2025	APCHK	103218	RACHEL BUSTER	ACTIVE ADULT PROGRAM	590-517	20	61.45
02/24/2025	APCHK	103219	RAGS ELECTRIC, INC	MAINTENANCE	725-410	35	4,639.00
02/24/2025	APCHK	103220	RATHS, RATHS & JOHNSON, INC.	ENGINEERING SERVICES	820-262	40	2,258.75
				ENGINEERING SERVICES	820-262	40	971.25
				CHECK APCHK 103220 TOTAL FOR FUND 01:			3,230.00
02/24/2025	APCHK	103221	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	282.72
02/24/2025	APCHK	103222	STARVED ROCK LODGE	ACTIVE ADULT PROGRAM	590-517	20	275.00
02/24/2025	APCHK	103223	THE JACOB HENRY MANSION ESTATE	ACTIVE ADULT PROGRAM	590-517	20	200.00
02/24/2025	APCHK	103224	THORNTON HISTORICAL SOCIETY	ACTIVE ADULT PROGRAM	590-517	20	1,400.00
02/24/2025	APCHK	103226	VALENTINO VINEYARDS INC.	ACTIVE ADULT PROGRAM	590-517	20	456.00
02/24/2025	APCHK	103227	WAREHOUSE DIRECT, INC.	OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	63.52
02/24/2025	APCHK	103228	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK

CHECK DATE FROM 02/12/2025 - 02/26/2025

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/24/2025	APCHK	103229	WOODLAND VALUATION SERVICES, LLC	CONTINGENCIES	490-799	10	2,800.00
Total for fund 01 GENERAL FUND							165,077.64

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
02/12/2025	APCHK	103167	VARIVERGE LLC	PRINTING & PUBLISHING POSTAGE & METER RENT	401-302 401-311	50 50	910.56 889.18 1,799.74
				CHECK APCHK 103167 TOTAL FOR FUND 02:			
02/24/2025	APCHK	103170	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	67.03
02/24/2025	APCHK	103171	ACLARA TECHNOLOGIES LLC	EDP LICENSES	417-263	50	18,505.99
02/24/2025	APCHK	103174	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	740.00
02/24/2025	APCHK	103177	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC	425-474	50	500.00
02/24/2025	APCHK	103182*#	CHRISTOPHER B. BURKE	SPECIAL PROJECTS SPECIAL PROJECTS	401-310 401-310	50 50	1,080.00 720.00 1,800.00
				CHECK APCHK 103182 TOTAL FOR FUND 02:			
02/24/2025	APCHK	103184	COMMERCIAL TIRE SERVICE, INC	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	401-350 401-350	50 50	488.48 620.20 1,108.68
				CHECK APCHK 103184 TOTAL FOR FUND 02:			
02/24/2025	APCHK	103187	CORE & MAIN LP	NEW METERING EQUIPMENT	435-461	50	335.00
02/24/2025	APCHK	103195	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES SPOILS HAULING SERVICES SPOILS HAULING SERVICES	430-280 430-280 430-280	50 50 50	5,500.00 5,500.00 4,950.00 15,950.00
				CHECK APCHK 103195 TOTAL FOR FUND 02:			
02/24/2025	APCHK	103196	FOX TOWN PLUMBING INC	WELLHOUSE REPAIRS & MAIN - WB EXEC	425-474	50	520.00
02/24/2025	APCHK	103197	GRAINGER	NEW METERING EQUIPMENT	435-461	50	196.39
02/24/2025	APCHK	103200	HBK WATER METER SERVICE	METERS FLOW TESTING	435-278	50	1,257.00
02/24/2025	APCHK	103208	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	5,540.41
02/24/2025	APCHK	103212	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION MATERIAL & SUPPLIES - DISTRIBUTION MATERIAL & SUPPLIES - DISTRIBUTION	430-476 430-476 430-476	50 50 50	2,761.16 451.50 631.67 3,844.33
				CHECK APCHK 103212 TOTAL FOR FUND 02:			
02/24/2025	APCHK	103225	UNDERGROUND PIPE SOLUTIONS	WATER DISTRIBUTION REPAIRS/MAINTENANCE WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277 430-277	50 50	2,900.00 5,515.25

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

CHECK DATE FROM 02/12/2025 - 02/26/2025

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	5,377.00
				CHECK APCHK 103225 TOTAL FOR FUND 02:			13,792.25
				Total for fund 02 WATER FUND			65,956.82

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

CHECK DATE FROM 02/12/2025 - 02/26/2025

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 04 MOTOR FUEL TAX FUND							
02/24/2025	APCHK	103182*	CHRISTOPHER B. BURKE	ROAD PROGRAM DESIGN	600-310	56	19,806.78
02/24/2025	APCHK	103185	COMPASS MINERALS AMERICA	ROCK SALT	410-371	56	11,459.89
				ROCK SALT	410-371	56	20,820.28
				CHECK APCHK 103185 TOTAL FOR FUND 04:			32,280.17
				Total for fund 04 MOTOR FUEL TAX FUND			52,086.95

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
02/24/2025	APCHK	103182*#	CHRISTOPHER B. BURKE	STORMWATER MASTER PLAN	600-306	55	10,559.00
				CREEKSIDER PARK IMPROVEMENTS	600-345	55	1,106.00
				CREEKSIDER PARK IMPROVEMENTS	600-345	55	3,984.25
				BORSE PARK PHASE II	600-347	55	11,278.87
				BORSE PARK PHASE II	600-347	55	237.00
				BORSE PARK PHASE II	600-347	55	21,584.15
				BORSE PARK - PHASE III	600-355	55	2,185.00
				BORSE PARK - PHASE III	600-355	55	14,148.00
				CHECK APCHK 103182 TOTAL FOR FUND 10:			65,082.27
				Total for fund 10 CAPITAL PROJECT FUND			65,082.27
			TOTAL - ALL FUNDS				348,203.68

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

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



Village of **WILLOWBROOK**

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.

DATE: February 24, 2025

SUBJECT:

A RESOLUTION AUTHORIZING THE VILLAGE OF WILLOWBROOK TO REQUEST THE VILLAGE OF BURR RIDGE TO ADD THE VILLAGE OF WILLOWBROOK TO ANY IMPACT ASSESSMENTS THE VILLAGE OF BURR RIDGE IS REQUESTING THE DEVELOPER OF THE CNH INDUSTRIAL REDEVELOPMENT PROJECT TO CONDUCT

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

The purpose of this report is to present a resolution for the Village Board's consideration that formally requests the Village of Burr Ridge to address concerns raised by Willowbrook residents regarding the CNH development.

BACKGROUND/SUMMARY

The Village has received multiple communications from residents of the Waterford subdivision expressing concerns regarding the proposed CNH development in Burr Ridge. These concerns primarily relate to potential impacts on noise levels, pollution, and emissions that could affect Willowbrook residents.

Currently, the planning process in Burr Ridge has not incorporated an assessment of these impacts on Willowbrook residents. Given the industrial nature of the development, there is a need for a comprehensive review to ensure all affected communities are considered.

In response to these concerns, Mayor Trilla has directed staff to draft a resolution requesting Burr Ridge to amend its letter to the developer. This amendment would require the developer to conduct noise, pollution, and emission assessments that include the potential effects on Willowbrook residents. Additionally, the resolution requests that the results of these assessments be made publicly accessible.

FINANCIAL IMPACT

There is no financial impact for this item.

RECOMMENDED ACTION:

It is recommended that the Village Board approve the resolution requesting Burr Ridge incorporate the concerns of Willowbrook residents into their development review process and ensure that appropriate impact assessments are conducted and shared publicly.

RESOLUTION NO. 25-R-_____

**A RESOLUTION AUTHORIZING THE VILLAGE OF WILLOWBROOK TO
REQUEST THE VILLAGE OF BURR RIDGE TO ADD THE VILLAGE OF
WILLOWBROOK TO ANY IMPACT ASSESSMENTS THE VILLAGE OF BURR
RIDGE IS REQUESTING THE DEVELOPER OF THE CNH INDUSTRIAL
REDEVELOPMENT PROJECT TO CONDUCT**

WHEREAS, the Village of Willowbrook, DuPage County, Illinois (“Village”) shares a border with the neighboring municipality of the Village of Burr Ridge; and

WHEREAS, the Village of Willowbrook and the Village of Burr Ridge have a strong relationship that shares borders and ensure their communities are healthy places within which to live and conduct business; and

WHEREAS, the Village of Burr Ridge is currently evaluating the Planned Unit Development of Midwest RE Acquisitions, LLC (the “Developer”), for 6900 Veteran’s Boulevard, Burr Ridge, DuPage County, Illinois, commonly known as the CNH Industrial Redevelopment Project (“Project”); and

WHEREAS, 6900 Veteran’s Boulevard, Burr Ridge (“Property”) is located in Burr Ridge and borders areas of Willowbrook, particularly the Waterford Subdivision, which may be potentially impacted by the CNH Industrial Redevelopment Project; and

WHEREAS, it is in the best interest of the Village of Willowbrook that the planning process in Burr Ridge provide a comprehensive review and assessment of the CNH Industrial Redevelopment Project’s effects on the neighboring community of Willowbrook, particularly with regard to the Project’s impact on noise levels, pollution, emissions and “cut-through” traffic; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook have determined that it is in the best interest of the Village to request that the Village of Burr Ridge ensure that any impact assessment, including environmental studies, being conducted by the

Developer, at the request of the Village of Burr Ridge, include the affected areas of Willowbrook, particularly the Waterford Subdivision, and that the findings of said impact assessments be made publicly accessible.

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 facts and statements contained in the preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: The Mayor of the Village of Willowbrook be and is hereby authorized and directed to formally request Mayor Gary Grasso and the Board of Trustees of the Village of Burr Ridge to include the Village of Willowbrook, particularly the Waterford Subdivision, in any impact assessments, including environmental studies, being conducted by the Developer of the CNH Redevelopment Project, at the request of the Village of Burr Ridge, and said findings be made publicly accessible.

SECTION 3: The Mayor of the Village of Willowbrook be and is hereby authorized and directed to formally request Mayor Gary Grasso and the Board of Trustees of the Village of Burr Ridge to amend its January 24, 2025 correspondence, from the Community Development Director, to the Developer of the Project to include the Village of Willowbrook, particularly Waterford Subdivision, in any environmental study, referenced in paragraph number 3, and traffic study, referenced in paragraph 14(b) of said correspondence.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval, as required by law.

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk



Village of **WILLOWBROOK**

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.

DATE: February 24, 2025

SUBJECT:

A RESOLUTION AUTHORIZING THE EXECUTION OF CONSENTS AND AGREEMENTS TO COLLATERAL ASSIGNMENTS (Willowbrook Town Center)

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

The purpose of this report is to present a resolution for the Village Board's consideration to approve and execute Consents and Agreements to Collateral Assignments related to the Willowbrook Town Center development.

BACKGROUND/SUMMARY

Representatives from the Willowbrook Town Center have approached Village staff with a request related to their pending loan agreement with Huntington National Bank. As the Board will recall, the Village has entered into two agreements with the Willowbrook Town Center:

- A Redevelopment Agreement dated September 24, 2018, as amended April 12, 2024
- An Economic Incentive and Redevelopment Agreement dated April 12, 2024

As a condition of the loan, Huntington National Bank requires the property owner to collaterally assign their interests in these agreements to the bank. The existing agreements contemplate such assignments, and the Village has prepared the necessary consent documents to facilitate this process.

The proposed consents include:

- Consent and Agreement to Collateral Assignment of the Redevelopment Agreement and Developer Note
- Consent and Agreement to Collateral Assignment of the Redevelopment Agreement and Developer Incentive

This request is a procedural requirement for Willowbrook Town Center and Huntington National Bank. If the Board approves of this resolution, it will not impact or alter the existing agreement.

FINANCIAL IMPACT

There is no financial impact for this item.

RECOMMENDED ACTION:

It is recommended that the Village Board approve the resolution authorizing the execution of the Consents and Agreements to Collateral Assignments for the Willowbrook Town Center development, as such action is in the best interest of the Village.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF CONSENTS AND
AGREEMENTS TO COLLATERAL ASSIGNMENTS**
(Willowbrook Town Center)

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

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

- A. The Village of Willowbrook (“*Village*”) is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. Willowbrook Town Center LLC (“*Assignor*”) owns property in the Village commonly known as the Willowbrook Town Center, located at 7185 South Kingery Highway (“*Property*”).
- C. Assignor is entering into a loan agreement (“*Loan*”) with Huntington National Bank (“*Lender*”).
- D. Assignor and the Village entered into a Redevelopment Agreement dated September 24, 2018, as amended by the First Amendment dated April 12, 2024 (collectively, the “*Redevelopment Agreement*”), and an Economic Incentive and Redevelopment Agreement dated April 12, 2024 (“*Economic Incentive Agreement*”), related to the development of the Property (collectively, “*Agreements*”).
- E. Lender requires as a condition precedent to it making the Loan to Assignor that Assignor collaterally assigns to Lender all of their interest in, to and under the Agreements.
- F. The Agreements contemplate Assignor’s assignment of Assignor’s interests therein to Lender.
- G. The Village approves the Consent and Agreement to Collateral Assignment of the Redevelopment Agreement and Developer Note by and between Borrower, Lender, and Village with respect to the Redevelopment Agreement, attached hereto as **Exhibit A** and incorporated herein, and the Consent and Agreement to Collateral Assignment of the Redevelopment Agreement and Developer Incentive, by and between Borrower, Lender, and Village with respect to the Economic Incentive Agreement, attached hereto as **Exhibit B** and incorporated herein (collectively, “*Consents*”).
- H. It is in the best interest of the Village to approve and execute the Consents.

SECTION 2: The Mayor and Village Clerk are authorized and directed to execute the Consents in substantially the attached forms.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

Mayor

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

ATTEST:

Village Clerk

EXHIBIT A

**CONSENT AND AGREEMENT TO COLLATERAL ASSIGNMENT OF
REDEVELOPMENT AGREEMENT AND DEVELOPER NOTE**

(attached)

**COLLATERAL ASSIGNMENT OF
REDEVELOPMENT AGREEMENT AND DEVELOPER NOTE**

THIS COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND DEVELOPER NOTE (the “*Collateral Assignment*”) is made and delivered as of February ___, 2025, by **WILLOWBROOK TOWN CENTER LLC**, an Illinois limited liability company (“**Borrower**” or “**Assignor**”), to and for the benefit of **THE HUNTINGTON NATIONAL BANK**, its successors and assigns (“**Lender**”).

RECITALS

A. Pursuant to that certain Term Loan Agreement dated as of even date hereof, by and between Assignor and Lender (the “*Loan Agreement*”), Lender has agreed to make a loan to Assignor in the stated principal amount of \$29,000,000.00 (the “*Loan*”). The Loan Agreement and all instruments evidencing, securing or guarantying obligations of any party under the Loan, each as the same may be amended, supplemented or modified from time to time, are collectively referred to herein as the “*Loan Documents*”.

B. Assignor and the Village of Willowbrook, DuPage County, Illinois (the “*Village*”) have entered into that certain Redevelopment Agreement dated as of September 24, 2018, as amended by that certain First Amendment to Redevelopment Agreement dated April 12, 2024 (as amended, the “*Redevelopment Agreement*”), which was entered into in connection with the redevelopment of certain real property located in the County of DuPage, State of Illinois as more particularly described on Exhibit A attached hereto and made a part hereof (the “*Property*”).

C. Pursuant to the terms and conditions of the Redevelopment Agreement, the Village issued to Assignor a promissory note in the maximum principal amount of \$2,000,000.00 (the “*Developer Note*”).

D. Lender requires as a condition precedent to its making the Loan to Assignor that Assignor collaterally assigns to Lender all of their interests in, to and under the Redevelopment Agreement and Developer Note.

E. Capitalized terms not otherwise defined herein shall have the meanings given thereto in the Loan Agreement.

NOW, THEREFORE, in consideration of adding the Property as an Eligible Property and as an inducement to Lender to do so, and for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, Assignor and Lender agree as follows:

1. **Creation of Security Interest.** Assignor hereby grants to Lender a security interest in, and does hereby collaterally assign, pledge, mortgage, convey and set over unto Lender, any and all of Assignor’s right, title and interest in, to and under the Redevelopment Agreement and the Developer Note (collectively, the “*Collateral*”). Within thirty (30) days after the occurrence of an Event of Default, if in Borrower’s possession, the original Developer Note, if any, together with an executed allonge thereto transferring ownership of the Developer Note to Lender. If such Event of Default is cured, within thirty (30) days after the date of such cure, Lender shall return

such Developer Note to Assignor, together with an executed allonge thereto transferring ownership of the Developer Note to Assignor.

2. **Assignor's Liabilities.** This Collateral Assignment is made and given as collateral security for the payment and performance when due of any and all indebtedness, obligations and liabilities of Assignor to Lender, and evidenced by or secured by or otherwise provided in the Loan Agreement and/or any of the other Loan Documents, whether such indebtedness, obligations or liabilities are now existing or hereafter created, direct or indirect, absolute or contingent, joint or several, due or to become due, howsoever created, evidenced or arising and howsoever acquired by Lender, and any and all renewals, extensions or refinancings thereof (all of the foregoing are hereinafter collectively referred to as "***Liabilities***"). Upon full payment, performance and observance by Assignor of all Liabilities, this Collateral Assignment and the lien or charge created hereby or resulting herefrom shall automatically terminate.

3. **Representations, Warranties and Covenants of Assignor.** Assignor represents, warrants and covenants to Lender that:

(a) Assignor shall not sell, transfer, assign, pledge, encumber or mortgage all or any portion of the Collateral or any interest therein without the prior written consent of Lender, or permit anything to be done that may materially impair the value of any of the Collateral or the security intended to be afforded by this Collateral Assignment. Assignor shall not amend, modify or terminate any of the documents or instruments constituting part of the Collateral without the prior written consent of Lender.

(b) Assignor shall sign and execute alone or with Lender any other document or procure any documents and pay any connected costs, expenses and fees, including court costs and reasonable attorneys' fees, necessary to protect the security interest under this Collateral Assignment against the rights, interests or claims of third parties.

(c) Assignor shall reimburse Lender for all reasonable costs, expenses and fees, including court costs and reasonable attorneys' fees, incurred for any action taken by Lender to remedy an Event of Default (as such term is hereinafter defined) of Assignor under this Collateral Assignment, including without limitation, expenses incurred pursuant to Sections 6(c) and 6(d) below, together with interest on all said amounts at an annual rate equal to the Default Rate from and after the date Lender demands reimbursement until the date reimbursed by Assignor.

(d) Assignor will timely perform all covenants, agreements and conditions required to be performed by it under this Collateral Assignment and all of the documents, instruments, agreements and contracts constituting the Collateral.

(e) Assignor represents, warrants and covenants to Lender that it is the sole owner of all right, title and interest of the Assignor under the Collateral.

(f) Assignor agrees to take reasonable efforts to enforce performance by the Village of each and every material obligation, covenant, condition and agreement to be performed by the Village under each document, instrument, agreement or contract constituting the Collateral to the extent permitted by such documents.

(g) Assignor has not performed any act which might prevent Assignor from performing its obligations hereunder or which might prevent Lender from enforcing its rights pursuant to the terms and provisions hereof.

(h) [Intentionally omitted].

(i) Assignor shall not enter into any amendment of the Redevelopment Agreement without the prior written consent of Lender.

4. **Limitation of Lender's Liability.** Notwithstanding anything to the contrary contained in any of the Collateral, the interest of Assignor therein is assigned and transferred to Lender by way of collateral security only, and the Lender by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the Collateral, whether provided for by the terms thereof, arising by operation of law or otherwise, unless and until Lender exercises its rights hereunder with respect to the Collateral. Assignor hereby acknowledges that Assignor shall remain liable for the due performance of Assignor's obligations under the Collateral to the same extent as though this Collateral Assignment had not been made. It is expressly intended, understood and agreed that this Collateral Assignment, the Loan Agreement, and the other Loan Documents are made and entered into for the sole protection and benefit of Lender and Assignor, and their respective successors and assigns (but in the case of assigns of Assignor, only to the extent expressly permitted under the Loan Documents), and no other person or persons shall have any right of action hereunder or rights to the proceeds of the Loan at any time; that no third party shall under any circumstances be entitled to any equitable lien on the undisbursed proceeds of the Loan at any time. The relationship between Lender and Assignor is solely that of a lender, borrower and/or pledgor, and nothing contained herein shall in any manner be construed as making the parties hereto partners or joint venturers or creating any other relationship other than lender, borrower and/or pledgor.

5. **Events of Default.** An "Event of Default" shall occur under this Collateral Assignment upon the occurrence of a breach by Assignor of any of the covenants and agreements contained herein not cured within thirty (30) days after written notice from Lender.

6. **[Intentionally Omitted].**

7. **Waiver and Indemnity.** Assignor hereby agrees that no liability shall be asserted or enforced by Assignor against Lender in its exercise of the powers and rights herein granted, all such liability being hereby expressly waived and released by Assignor; provided such release and waiver shall not extend to any liability (a) arising from acts of fraud, gross negligence or willful misconduct by the Lender, or (b) of the Lender arising from and after, and as a result of, Lender succeeding to the interests of the Assignor as the "developer" under, and in accordance with, the requirements of the Redevelopment Agreement. Assignor hereby agrees to indemnify, defend and hold Lender harmless from and against any and all liability, expense, cost or damage which Lender may incur by reason of any act or omission of Assignor under any of the documents, instruments, or agreements constituting the Collateral other than (a) arising from acts of fraud, gross negligence or willful misconduct by the Lender, or (b) arising from and after, and as a result of, Lender succeeding to the interests of the Assignor as the "developer" under, and in accordance with, the requirements of the Redevelopment Agreement.

8. **Notices.** All notices and demands which are required or permitted to be given or served hereunder shall be deemed sufficiently served when delivered or mailed in the manner and to the persons described in the Loan Agreement.

9. **Counterparts; Facsimile Signatures.** This Collateral Assignment may be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Receipt of an executed signature page to this Collateral Assignment by facsimile or other electronic transmission shall constitute effective delivery thereof.

10. **Miscellaneous.** This Collateral Assignment and all rights and liabilities hereunder and in and to any and all Collateral shall inure to the benefit of Lender and its successors and assigns, and shall be binding upon Assignor and its successors and permitted assigns. This Collateral Assignment and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Illinois. All provisions of this Collateral Assignment shall be deemed valid and enforceable to the extent permitted by law. Any provision or provisions of this Collateral Assignment which are held unenforceable, invalid or contrary to law by a court of competent jurisdiction, shall be of no force or effect, and in such event each and all of the remaining provisions of this Collateral Assignment shall subsist and remain and be fully effective according to the terms of this Collateral Assignment as though such invalid, unenforceable or unlawful provision or provision had not been included in this Collateral Assignment. Time is of the essence of this Collateral Assignment. The headings of sections in this Collateral Assignment are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

11. **WAIVER OF RIGHT TO TRIAL BY JURY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY TO THIS COLLATERAL ASSIGNMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS COLLATERAL ASSIGNMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

12. **VENUE; JURISDICTION.** ASSIGNOR AND LENDER HEREBY AGREE THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS. ASSIGNOR AND LENDER HEREBY EXPRESSLY SUBMIT AND CONSENT IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY THE OTHER PARTY IN ANY OF

SUCH COURTS. BORROWER AND LENDER EACH WAIVE ANY CLAIM THAT COOK COUNTY, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER AND LENDER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND ASSIGNOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

13. **WAIVER OF SPECIAL DAMAGES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST LENDER, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS COLLATERAL ASSIGNMENT, UNLESS THE SAME ARE PAYABLE TO A THIRD PARTY.

14. **Non-Recourse.** The Loan is non-recourse to Assignor. Notwithstanding anything to the contrary contained in any of the Loan Documents, (a) in no event shall any person or entity holding a direct or indirect legal or beneficial ownership interest in Assignor at any level, or any principal officer, director, agent, beneficiary, trustee, real estate investment advisor or similar fiduciary shareholder, employee or of any of the foregoing, or any of their respective successors or assigns (but in each case expressly excluding Guarantor, but only to the extent of its obligations under any Loan Documents to which it is a party), have any liability under or pursuant to any of the Loan Documents or any liability for any of the payment or performance of any obligations thereunder, and (b) in no event shall any of the persons or entities described in clause (a) above be required to make any equity contribution, loan or advance to Assignor, whether to enable Assignor to perform its obligations under the Loan Documents or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has caused this Collateral Assignment to be executed as of the date first above written.

ASSIGNOR:

WILLOWBROOK TOWN CENTER LLC, an Illinois limited liability company

By: The Harlem Irving Companies, Inc., an Illinois corporation, its Administrative Manager

By: _____

Name: Vincent G. Forgione
Title: Vice President

**CONSENT AND AGREEMENT TO COLLATERAL ASSIGNMENT OF
REDEVELOPMENT AGREEMENT AND DEVELOPER NOTE**

DATE: February ___, 2025

This **CONSENT AND AGREEMENT TO COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND DEVELOPER NOTE** is made by and between the **VILLAGE OF WILLOWBROOK**, an Illinois municipal corporation (the “*Village*”), on the date first set forth above, **WILLOWBROOK TOWN CENTER LLC**, an Illinois limited liability company (“*Borrower*”), and **THE HUNTINGTON NATIONAL BANK**, its successors and assigns (“*Lender*”). The Village consents to the foregoing and attached Collateral Assignment of Redevelopment Agreement and Developer Note by and between Borrower and Lender.

Upon the occurrence of an event of default under the Redevelopment Agreement, the Lender shall have the right (but not the obligation) to assume all obligations of the Borrower under the Redevelopment Agreement. Nothing herein contained shall be deemed to affect or impair any rights which the Lender may have under the Redevelopment Agreement.

With the understanding and intention that Lender, its successors and assigns are entitled to, and will, rely on the following information, the Village certifies to Lender and its successors and assigns and agrees as follows:

- (a) The Redevelopment Agreement is in full force and effect;
- (b) To the Village’s present knowledge, there are no defaults, violations, failures to comply by the Borrower of its obligations under the Redevelopment Agreement, however, this Village certification does not apply to any default, violation, or failure to comply by the Borrower of its obligations under the Redevelopment Agreement of which the Village is unaware as of the date of this Consent and Agreement;
- (c) There are no events or circumstances which, with the giving of notice or the passage of time, or both, would constitute a default under the Redevelopment Agreement with respect to the Borrower;
- (d) There are no outstanding amounts currently owed in relation to the Property for any expenses under the Redevelopment Agreement;
- (e) The Redevelopment Agreement has not been modified, changed, altered or amended in any manner except as provided for in the recitals of the foregoing Collateral Assignment;
- (f) In the event of a default by the Borrower under the Redevelopment Agreement, the Village will use best efforts to deliver notice of such default to the Lender at the address specified below, but the failure of the Village to deliver notice to the Lender will not invalidate the effectiveness of the notice;

(g) Prior to terminating the Redevelopment Agreement by reason of a default by the Borrower thereunder, Lender shall have fifteen (15) days after the expiration of the Borrower's cure rights under the Redevelopment Agreement; and

(h) At Borrower's written direction to the Village, on which the Village may rely without further inquiry or investigation, the Village shall deposit all funds arising out of the Developer Note into an account with and designated by Lender.

Notices under this Consent and Agreement to Collateral Assignment of Redevelopment Agreement and Developer Note shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by overnight express carrier, addressed in each case as follows:

To Borrower:

Willowbrook Town Center LLC
c/o The Harlem Irving Companies, Inc.
4104 N. Harlem Avenue
Norridge, Illinois 60706
Attn: Vincent G. Forgione

With a copy to:

DLA Piper LLP
444 West Lake Street
Suite 900
Chicago, Illinois 60606
Attn: Erica Sitkoff, Esq.

With a copy to:

Willowbrook Town Center LLC
c/o The Harlem Irving Companies, Inc.
4104 N. Harlem Avenue
Norridge, Illinois 60706
Attn: Giovanna M. Marchese

To Village:

Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527
Attention: Village Mayor

With a copy to:

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

And:

Elrod Friedman LLP
325 North LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Gregory T. Smith

To Lender: The Huntington National Bank
222 North LaSalle Street
Suite 1200
Chicago, Illinois 60601
Attn: Andrew Jon Nelson, Vice President

With a copy to: Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
Attn: Michael S. Kurtzon

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next Business Day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third Business Day following the day sent or when actually received.

Borrower will not approve a modification or amendment of the Redevelopment Agreement without the prior written consent of Lender.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned has executed this Consent and Agreement to Collateral Assignment of Redevelopment Agreement and Developer Note as of the date first written above.

VILLAGE:

ATTEST:

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation

By: _____

Name: _____

Title: Village Clerk

By: _____

Name: Frank Trilla

Title: Village President

ASSIGNOR:

WILLOWBROOK TOWN CENTER LLC, an Illinois limited liability company

By: The Harlem Irving Companies, Inc., an Illinois corporation, its Administrative Manager

By: _____

Name: Vincent G. Forgione

Title: Vice President

ASSIGNEE:

THE HUNTINGTON NATIONAL BANK

By: _____

Name: Andrew Jon Nelson

Title: Vice President

(Signature Page to Consent and Agreement to Collateral Assignment of
Redevelopment Agreement and Developer Note)

IN WITNESS WHEREOF, the undersigned has executed this Consent and Agreement to Collateral Assignment of Redevelopment Agreement and Developer Note as of the date first written above.

VILLAGE:

ATTEST:

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation

By: _____

Name: _____

Title: Village Clerk

By: _____

Name: Frank Trilla

Title: Village President

ASSIGNOR:

WILLOWBROOK TOWN CENTER LLC, an Illinois limited liability company

By: The Harlem Irving Companies, Inc., an Illinois corporation, its Administrative Manager

By: _____

Name: Vincent G. Forgione

Title: Vice President

ASSIGNEE:

THE HUNTINGTON NATIONAL BANK

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

LOTS 1 AND 2 IN AMENDED AND RESTATED PERSEVERANCE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 23 AND PART OF THE NORTHEAST QUARTER OF SECTION 26, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7 AND 8 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTIONS 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1,2 AND 3 IN HINSDALE HIGHLANDS ESTATES, ACCORDING TO THE PLAT OF HINSDALE HIGHLANDS ESTATES, RECORDED JULY 23, 1954 AS DOCUMENT 720969 AND AMENDED BY CERTIFICATE OF CORRECTION DATED AUGUST 18, 1954 AND RECORDED AUGUST 23, 1954 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE AMENDED AND RESTATED PLAT OF SAID PERSEVERANCE SUBDIVISION RECORDED OCTOBER 9, 2007, AS DOCUMENT NUMBER R2007-183986, IN DUPAGE COUNTY, ILLINOIS.

PARCEL B:

EASEMENT APPURTEnant FOR THE BENEFIT OF PARCEL A ABOVE FOR GRADING, PLANTING AND LANDSCAPING AS CREATED BY EASEMENT AGREEMENT DATED JANUARY 12, 2007 AND RECORDED JANUARY 25, 2007 AS DOCUMENT NUMBER R2007-016036.

PARCEL C:

EASEMENT APPURTEnant FOR THE BENEFIT OF PARCEL A ABOVE FOR UTILITY EASEMENTS AS CREATED BY DECLARATION OF EASEMENTS DATED OCTOBER 30, 2007 AND RECORDED NOVEMBER 20, 2007 AS DOCUMENT NUMBER R2007-207439.

ADDRESS: 7185 South Kingery Highway, Willowbrook, IL 60527

PINS: 09-26-200-010 (Lot 1) and 09-23-406-018 (Lot 2)

EXHIBIT B

**CONSENT AND AGREEMENT TO COLLATERAL ASSIGNMENT OF
REDEVELOPMENT AGREEMENT AND DEVELOPER INCENTIVE**

(attached)

**COLLATERAL ASSIGNMENT OF
REDEVELOPMENT AGREEMENT AND DEVELOPER INCENTIVE**

THIS COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND DEVELOPER INCENTIVE (the “*Collateral Assignment*”) is made and delivered as of February ___, 2025, by **WILLOWBROOK TOWN CENTER LLC**, an Illinois limited liability company (“**Borrower**” or “**Assignor**”), to and for the benefit of **THE HUNTINGTON NATIONAL BANK**, its successors and assigns (“**Lender**”).

RECITALS

A. Pursuant to that certain Term Loan Agreement dated as of even date hereof, by and between Assignor and Lender (the “**Loan Agreement**”), Lender has agreed to make a loan to Assignor in the stated principal amount of \$29,000,000.00 (the “**Loan**”). The Loan Agreement and all instruments evidencing, securing or guarantying obligations of any party under the Loan, each as the same may be amended, supplemented or modified from time to time, are collectively referred to herein as the “**Loan Documents**”.

B. Assignor and the Village of Willowbrook, DuPage County, Illinois (the “**Village**”) have entered into that certain Economic Incentive and Redevelopment Agreement dated as of April 12, 2024 (as amended, the “**Redevelopment Agreement**”), which was entered into in connection with the redevelopment of certain real property located in the County of DuPage, State of Illinois as more particularly described on Exhibit A attached hereto and made a part hereof (the “**Property**”).

C. Pursuant to the terms and conditions of the Redevelopment Agreement, the Village issued to Assignor a certain incentive in the form of reimbursement for up to \$1,000,000.00 for certain work costs as further described in the Redevelopment Agreement (the “**Developer Incentive**”).

D. Lender requires as a condition precedent to its making the Loan to Assignor that Assignor collaterally assigns to Lender all of their interests in, to and under the Redevelopment Agreement and Developer Incentive.

E. Capitalized terms not otherwise defined herein shall have the meanings given thereto in the Loan Agreement.

NOW, THEREFORE, in consideration of adding the Property as an Eligible Property and as an inducement to Lender to do so, and for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, Assignor and Lender agree as follows:

1. **Creation of Security Interest.** Assignor hereby grants to Lender a security interest in, and does hereby collaterally assign, pledge, mortgage, convey and set over unto Lender, any and all of Assignor’s right, title and interest in, to and under the Redevelopment Agreement and the Developer Incentive (collectively, the “**Collateral**”). Within thirty (30) days after the occurrence of an Event of Default, upon written notice to Borrower, Borrower agrees to promptly deliver to Lender all reasonably requested information in connection with the Developer Incentive.

2. **Assignor's Liabilities.** This Collateral Assignment is made and given as collateral security for the payment and performance when due of any and all indebtedness, obligations and liabilities of Assignor to Lender, and evidenced by or secured by or otherwise provided in the Loan Agreement and/or any of the other Loan Documents, whether such indebtedness, obligations or liabilities are now existing or hereafter created, direct or indirect, absolute or contingent, joint or several, due or to become due, howsoever created, evidenced or arising and howsoever acquired by Lender, and any and all renewals, extensions or refinancings thereof (all of the foregoing are hereinafter collectively referred to as "***Liabilities***"). Upon full payment, performance and observance by Assignor of all Liabilities, this Collateral Assignment and the lien or charge created hereby or resulting herefrom shall automatically terminate.

3. **Representations, Warranties and Covenants of Assignor.** Assignor represents, warrants and covenants to Lender that:

(a) Assignor shall not sell, transfer, assign, pledge, encumber or mortgage all or any portion of the Collateral or any interest therein without the prior written consent of Lender, or permit anything to be done that may materially impair the value of any of the Collateral or the security intended to be afforded by this Collateral Assignment. Assignor shall not amend, modify or terminate any of the documents or instruments constituting part of the Collateral without the prior written consent of Lender.

(b) Assignor shall sign and execute alone or with Lender any other document or procure any documents and pay any connected costs, expenses and fees, including court costs and reasonable attorneys' fees, necessary to protect the security interest under this Collateral Assignment against the rights, interests or claims of third parties.

(c) Assignor shall reimburse Lender for all reasonable costs, expenses and fees, including court costs and reasonable attorneys' fees, incurred for any action taken by Lender to remedy an Event of Default (as such term is hereinafter defined) of Assignor under this Collateral Assignment, including without limitation, expenses incurred pursuant to Sections 6(c) and 6(d) below, together with interest on all said amounts at an annual rate equal to the Default Rate from and after the date Lender demands reimbursement until the date reimbursed by Assignor.

(d) Assignor will timely perform all covenants, agreements and conditions required to be performed by it under this Collateral Assignment and all of the documents, instruments, agreements and contracts constituting the Collateral.

(e) Assignor represents, warrants and covenants to Lender that it is the sole owner of all right, title and interest of the Assignor under the Collateral.

(f) Assignor agrees to take reasonable efforts to enforce performance by the Village of each and every material obligation, covenant, condition and agreement to be performed by the Village under each document, instrument, agreement or contract constituting the Collateral to the extent permitted by such documents.

(g) Assignor has not performed any act which might prevent Assignor from performing its obligations hereunder or which might prevent Lender from enforcing its rights pursuant to the terms and provisions hereof.

(h) [Intentionally omitted].

(i) Assignor shall not enter into any amendment of the Redevelopment Agreement without the prior written consent of Lender.

4. **Limitation of Lender's Liability.** Notwithstanding anything to the contrary contained in any of the Collateral, the interest of Assignor therein is assigned and transferred to Lender by way of collateral security only, and the Lender by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the Collateral, whether provided for by the terms thereof, arising by operation of law or otherwise, unless and until Lender exercises its rights hereunder with respect to the Collateral. Assignor hereby acknowledges that Assignor shall remain liable for the due performance of Assignor's obligations under the Collateral to the same extent as though this Collateral Assignment had not been made. It is expressly intended, understood and agreed that this Collateral Assignment, the Loan Agreement, and the other Loan Documents are made and entered into for the sole protection and benefit of Lender and Assignor, and their respective successors and assigns (but in the case of assigns of Assignor, only to the extent expressly permitted under the Loan Documents), and no other person or persons shall have any right of action hereunder or rights to the proceeds of the Loan at any time; that no third party shall under any circumstances be entitled to any equitable lien on the undisbursed proceeds of the Loan at any time. The relationship between Lender and Assignor is solely that of a lender, borrower and/or pledgor, and nothing contained herein shall in any manner be construed as making the parties hereto partners or joint venturers or creating any other relationship other than lender, borrower and/or pledgor.

5. **Events of Default.** An "Event of Default" shall occur under this Collateral Assignment upon the occurrence of a breach by Assignor of any of the covenants and agreements contained herein not cured within thirty (30) days after written notice from Lender.

6. **[Intentionally Omitted].**

7. **Waiver and Indemnity.** Assignor hereby agrees that no liability shall be asserted or enforced by Assignor against Lender in its exercise of the powers and rights herein granted, all such liability being hereby expressly waived and released by Assignor; provided such release and waiver shall not extend to any liability (a) arising from acts of fraud, gross negligence or willful misconduct by the Lender, or (b) of the Lender arising from and after, and as a result of, Lender succeeding to the interests of the Assignor as the "developer" under, and in accordance with, the requirements of the Redevelopment Agreement. Assignor hereby agrees to indemnify, defend and hold Lender harmless from and against any and all liability, expense, cost or damage which Lender may incur by reason of any act or omission of Assignor under any of the documents, instruments, or agreements constituting the Collateral other than (a) arising from acts of fraud, gross negligence or willful misconduct by the Lender, or (b) arising from and after, and as a result of, Lender succeeding to the interests of the Assignor as the "developer" under, and in accordance with, the requirements of the Redevelopment Agreement.

8. **Notices.** All notices and demands which are required or permitted to be given or served hereunder shall be deemed sufficiently served when delivered or mailed in the manner and to the persons described in the Loan Agreement.

9. **Counterparts; Facsimile Signatures.** This Collateral Assignment may be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Receipt of an executed signature page to this Collateral Assignment by facsimile or other electronic transmission shall constitute effective delivery thereof.

10. **Miscellaneous.** This Collateral Assignment and all rights and liabilities hereunder and in and to any and all Collateral shall inure to the benefit of Lender and its successors and assigns, and shall be binding upon Assignor and its successors and permitted assigns. This Collateral Assignment and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Illinois. All provisions of this Collateral Assignment shall be deemed valid and enforceable to the extent permitted by law. Any provision or provisions of this Collateral Assignment which are held unenforceable, invalid or contrary to law by a court of competent jurisdiction, shall be of no force or effect, and in such event each and all of the remaining provisions of this Collateral Assignment shall subsist and remain and be fully effective according to the terms of this Collateral Assignment as though such invalid, unenforceable or unlawful provision or provision had not been included in this Collateral Assignment. Time is of the essence of this Collateral Assignment. The headings of sections in this Collateral Assignment are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

11. **WAIVER OF RIGHT TO TRIAL BY JURY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY TO THIS COLLATERAL ASSIGNMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS COLLATERAL ASSIGNMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

12. **VENUE; JURISDICTION.** ASSIGNOR AND LENDER HEREBY AGREE THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS. ASSIGNOR AND LENDER HEREBY EXPRESSLY SUBMIT AND CONSENT IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY THE OTHER PARTY IN ANY OF SUCH COURTS. BORROWER AND LENDER EACH WAIVE ANY CLAIM THAT COOK COUNTY, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER AND LENDER SET FORTH IN

THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND ASSIGNOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

13. **WAIVER OF SPECIAL DAMAGES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST LENDER, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS COLLATERAL ASSIGNMENT, UNLESS THE SAME ARE PAYABLE TO A THIRD PARTY.

14. **Non-Recourse.** The Loan is non-recourse to Assignor. Notwithstanding anything to the contrary contained in any of the Loan Documents, (a) in no event shall any person or entity holding a direct or indirect legal or beneficial ownership interest in Assignor at any level, or any principal officer, director, agent, beneficiary, trustee, real estate investment advisor or similar fiduciary shareholder, employee or of any of the foregoing, or any of their respective successors or assigns (but in each case expressly excluding Guarantor, but only to the extent of its obligations under any Loan Documents to which it is a party), have any liability under or pursuant to any of the Loan Documents or any liability for any of the payment or performance of any obligations thereunder, and (b) in no event shall any of the persons or entities described in clause (a) above be required to make any equity contribution, loan or advance to Assignor, whether to enable Assignor to perform its obligations under the Loan Documents or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has caused this Collateral Assignment to be executed as of the date first above written.

ASSIGNOR:

WILLOWBROOK TOWN CENTER LLC, an Illinois limited liability company

By: The Harlem Irving Companies, Inc., an Illinois corporation, its Administrative Manager

By: _____

Name: Vincent G. Forgione
Title: Vice President

**CONSENT AND AGREEMENT TO COLLATERAL ASSIGNMENT OF
REDEVELOPMENT AGREEMENT AND DEVELOPER INCENTIVE**

DATE: February ___, 2025

This **CONSENT AND AGREEMENT TO COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND DEVELOPER INCENTIVE** is made by and between the **VILLAGE OF WILLOWBROOK**, an Illinois municipal corporation (the “*Village*”), on the date first set forth above, **WILLOWBROOK TOWN CENTER LLC**, an Illinois limited liability company (“*Borrower*”), and **THE HUNTINGTON NATIONAL BANK**, its successors and assigns (“*Lender*”). The Village consents to the foregoing and attached Collateral Assignment of Redevelopment Agreement and Developer Incentive by and between Borrower and Lender.

Upon the occurrence of an event of default under the Redevelopment Agreement, the Lender shall have the right (but not the obligation) to assume all obligations of the Borrower under the Redevelopment Agreement. Nothing herein contained shall be deemed to affect or impair any rights which the Lender may have under the Redevelopment Agreement.

With the understanding and intention that Lender, its successors and assigns are entitled to, and will, rely on the following information, the Village certifies to Lender and its successors and assigns and agrees as follows:

- (a) The Redevelopment Agreement is in full force and effect;
- (b) To the Village’s present knowledge, there are no defaults, violations, failures to comply by the Borrower of its obligations under the Redevelopment Agreement, however, this Village certification does not apply to any default, violation, or failure to comply by the Borrower of its obligations under the Redevelopment Agreement of which the Village is unaware as of the date of this Consent and Agreement;
- (c) There are no events or circumstances which, with the giving of notice or the passage of time, or both, would constitute a default under the Redevelopment Agreement with respect to the Borrower;
- (d) There are no outstanding amounts currently owed in relation to the Property for any expenses under the Redevelopment Agreement;
- (e) The Redevelopment Agreement has not been modified, changed, altered or amended in any manner except as provided for in the recitals of the foregoing Collateral Assignment;
- (f) In the event of a default by the Borrower under the Redevelopment Agreement, the Village will use best efforts to deliver notice of such default to the Lender

at the address specified below, but the failure of the Village to deliver notice to the Lender will not invalidate the effectiveness of the notice;

(g) Prior to terminating the Redevelopment Agreement by reason of a default by the Borrower thereunder, Lender shall have fifteen (15) days after the expiration of the Borrower's cure rights under the Redevelopment Agreement; and

(h) At Borrower's written direction to the Village, on which the Village may rely without further inquiry or investigation, the Village shall deposit all funds arising out of the Developer Incentive into an account with and designated by Lender.

Notices under this Consent and Agreement to Collateral Assignment of Redevelopment Agreement and Developer Incentive shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by overnight express carrier, addressed in each case as follows:

To Borrower:

Willowbrook Town Center LLC
c/o The Harlem Irving Companies, Inc.
4104 N. Harlem Avenue
Norridge, Illinois 60706
Attn: Vincent G. Forgione

With a copy to:

DLA Piper LLP
444 West Lake Street
Suite 900
Chicago, Illinois 60606
Attn: Erica Sitkoff, Esq.

With a copy to:

Willowbrook Town Center LLC
c/o The Harlem Irving Companies, Inc.
4104 N. Harlem Avenue
Norridge, Illinois 60706
Attn: Giovanna M. Marchese

To Village:

Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527
Attention: Village Mayor

With a copy to:

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

And:

Elrod Friedman LLP

325 North LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Gregory T. Smith

To Lender: The Huntington National Bank
222 North LaSalle Street
Suite 1200
Chicago, Illinois 60601
Attn: Andrew Jon Nelson, Vice President

With a copy to: Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
Attn: Michael S. Kurtzon

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next Business Day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third Business Day following the day sent or when actually received.

Borrower will not approve a modification or amendment of the Redevelopment Agreement without the prior written consent of Lender.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned has executed this Consent and Agreement to Collateral Assignment of Redevelopment Agreement and Developer Incentive as of the date first written above.

VILLAGE:

ATTEST:

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation

By: _____

Name: _____

Title: Village Clerk

Name: Frank Trilla

Title: Village President

ASSIGNOR:

WILLOWBROOK TOWN CENTER LLC, an Illinois limited liability company

By: The Harlem Irving Companies, Inc., an Illinois corporation, its Administrative Manager

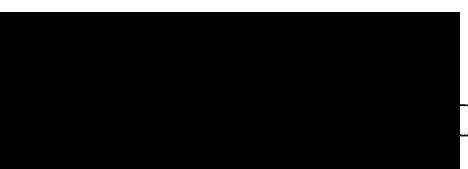
By: _____

Name: Vincent G. Forgione

Title: Vice President

ASSIGNEE:

THE HUNTINGTON NATIONAL BANK



By: _____

Name: Andrew Jon Nelson

Title: Vice President

(Signature Page to Consent and Agreement to Collateral Assignment of
Redevelopment Agreement and Developer Incentive)

IN WITNESS WHEREOF, the undersigned has executed this Consent and Agreement to Collateral Assignment of Redevelopment Agreement and Developer Incentive as of the date first written above.

VILLAGE:

ATTEST:

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation

By: _____

Name: _____

Title: Village Clerk

By: _____

Name: Frank Trilla

Title: Village President

ASSIGNOR:

WILLOWBROOK TOWN CENTER LLC, an Illinois limited liability company

By: The Harlem Irving Companies, Inc., an Illinois corporation, its Administrative Manager

By: _____

Name: Vincent G. Forgione

Title: Vice President

ASSIGNEE:

THE HUNTINGTON NATIONAL BANK

By: _____

Name: _____

Title: _____

(Signature Page to Consent and Agreement to Collateral Assignment of
Redevelopment Agreement and Developer Incentive)

EXHIBIT A
LEGAL DESCRIPTION

PARCEL A:

LOTS 1 AND 2 IN AMENDED AND RESTATED PERSEVERANCE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 23 AND PART OF THE NORTHEAST QUARTER OF SECTION 26, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7 AND 8 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTIONS 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1,2 AND 3 IN HINSDALE HIGHLANDS ESTATES, ACCORDING TO THE PLAT OF HINSDALE HIGHLANDS ESTATES, RECORDED JULY 23, 1954 AS DOCUMENT 720969 AND AMENDED BY CERTIFICATE OF CORRECTION DATED AUGUST 18, 1954 AND RECORDED AUGUST 23, 1954 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE AMENDED AND RESTATED PLAT OF SAID PERSEVERANCE SUBDIVISION RECORDED OCTOBER 9, 2007, AS DOCUMENT NUMBER R2007-183986, IN DUPAGE COUNTY, ILLINOIS.

PARCEL B:

EASEMENT APPURTEnant FOR THE BENEFIT OF PARCEL A ABOVE FOR GRADING, PLANTING AND LANDSCAPING AS CREATED BY EASEMENT AGREEMENT DATED JANUARY 12, 2007 AND RECORDED JANUARY 25, 2007 AS DOCUMENT NUMBER R2007-016036.

PARCEL C:

EASEMENT APPURTEnant FOR THE BENEFIT OF PARCEL A ABOVE FOR UTILITY EASEMENTS AS CREATED BY DECLARATION OF EASEMENTS DATED OCTOBER 30, 2007 AND RECORDED NOVEMBER 20, 2007 AS DOCUMENT NUMBER R2007-207439.

ADDRESS: 7185 South Kingery Highway, Willowbrook, IL 60527

PINS: 09-26-200-010 (Lot 1) and 09-23-406-018 (Lot 2)