

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON TUESDAY, MAY 28, 2024 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. PROCLAMATION - GOOD SAMARITAN RECOGNITION (RECEIVE)
6. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Regular Meeting May 13, 2024 (APPROVE)
 - c. Warrants \$195,743.36
 - d. MOTION - AMEND THE FY23-24 GENERAL FUND AND CAPITAL PROJECTS FUND BUDGET FOR EXPENDITURES FOR PROPERTY ACQUISITION (PASS)
 - e. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK REGARDING THE REVIEW OF CLOSED SESSION MINUTES (ADOPT)

NEW BUSINESS

7. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING PROPOSALS AND APPROVING THE PURCHASE OF CERTAIN EQUIPMENT AND FIXTURES FOR THE FARMINGDALE AND CREEKSIDER PARK IMPROVEMENT PROJECT AT A COST NOT TO EXCEED \$80,546.43 (ADOPT)
8. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL AND APPROVING THE PURCHASE OF AN OUTDOOR BATTING CAGE SYSTEM FOR THE FARMINGDALE AND CREEKSIDER PARK IMPROVEMENT PROJECT AT A COST NOT TO EXCEED \$25,201.00 (ADOPT)

9. RESOLUTION NO. - A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) LATERAL POLICE CANDIDATE FOR THE RANK OF PATROL OFFICER (ADOPT)

PRIOR BUSINESS

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

Village of Willowbrook

Proclamation

WHEREAS, on April 29th, 2024 Mr. Rich Scherer, while shopping in the 7-11 store located at 535 Joliet Road, in the Village of Willowbrook, observed a senior citizen who was about to be victimized as part of a gift card scam; and

WHEREAS, Mr. Scherer noticed the citizen purchasing approximately \$3,000 in gift cards, he decided to contact the Burr Ridge Police Department who relayed his call to the Willowbrook Police Department; and

WHEREAS, upon police response, Sergeant Darren Biggs of the Willowbrook Police Department was able to successfully thwart the ongoing scam and assist the senior citizen in necessary post-incident steps to better secure her financial information; and

WHEREAS, Mr. Scherer's intervention and concern to help a victim assisted Willowbrook officers in the prevention of a consumer financial scam; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that we hereby recognize and commend Mr. Rich Scherer for his proactive actions to help assist a senior citizen in need.

Proclaimed this 28th day of May 2024.

Attest:

Mayor

Village Clerk

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MAY 13, 2024, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: Trustee Umberto Davi, Chief Lauren Kaspar, Director of Public Works Rick Valent and Deputy Chief Ben Kadolph.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS

Visitors requesting to speak included:

Nizam Khatib	Adam Qaddoura	Enida Abdeen
Patty Droogan	Kareem Qaddoura	Mohanad Alhams
Shirin Shamsi	Seadra Rayal	Samer Odeh
Pastor Nathan Perrin	Jenna Ali	Dr. Shanab
Imam Hassan Aly	Layan Qaddoura	Omar Dweydari
Jad Qaddoura	Fayez Khozindar	

The speakers urged the Mayor and Board of Trustees to pass a resolution supporting a ceasefire in the conflict currently ongoing in Gaza and support humanitarian relief efforts in the region. Many of the speakers spoke from personal experiences and thanked the Board for their time and consideration.

Speaker Nizam Khatib asked if the Board could comment regarding their thoughts on passing such a resolution. Mayor Trilla asked if the Board could present any comments at the next board meeting.

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 April 22, 2024 (APPROVE)
- c. Warrants \$ 2,091,000.55
- d. RECEIVE - NATIONAL PUBLIC WORKS WEEK (NPWW) MAY 19-25, 2024 PROCLAMATION

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION NO. 24-R-26 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER, APPROVING AND AWARDING A CONTRACT TO LANDWORKS, LTD. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT, ON BEHALF OF THE VILLAGE, WITH LANDWORKS, LTD. FOR THE BORSE MEMORIAL COMMUNITY PARK PHASE II IMPROVEMENT PROJECT (ADOPT)

Director Kleefisch expressed excitement at beginning this phase of the Borse Park project. Two bids were received on April 2nd from Landworks Limited, which has worked in the Village previously, and from John Keno and Company. While the bids were competitive, the lower responsible bidder was Landworks Limited with a bid of \$877,705.20 for the recreational amenities plus \$573,523.77 for the pond and streambank restoration. The total bid of \$1,451,228.97 provides significant anticipated savings compared to staff's projected cost.

This portion of the project will include the following upgrades:

- Extension of the walking path along the west side of the park.
- Eight (8) new pickleball courts will be constructed where the sand volleyball nets are located.
- New softball batting cage, bullpen, and warm-up area.
- Streambank restoration and pond enhancement

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adopt Resolution 24-R-26 as presented.

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

MOTION DECLARED CARRIED

7. ORDINANCE NO. 24-O-14 - AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM TITLE 9 OF THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE PC 740 67th PLACE, WILLOWBROOK, ILLINOIS (PASS)

Director Krol reported the property owner is seeking Village approval for two zoning variations, increasing the maximum impervious surface coverage in the R-2 district from 40% to 41.5%, and to increase the maximum width of a single-slab driveway from 33 feet to 38.32 feet to allow the existing non-compliant driveway.

The Community Development Department staff has no objection to the zoning variation requests as proposed. The variation to the existing driveway will make the non-compliant driveway legal without having the resident remove the extension. Based on the applicant's letter of intent, department staff has no concern with the added detached garage nor with the proposed location based on the preliminary review and approval of Novotny Engineering.

Staff suggests adding a condition that all construction permits must be approved and issued prior to work beginning and the design shall generally conform with the site plan by Ridgeline Consultants, LLC and building elevation by Image by Design, Inc. A public hearing was held on Wednesday, May 1, 2024, before the Plan Commission, which voted 5-0 in favor of the proposed petition, as proposed, to forward a positive recommendation to the Village Board.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance 24-O-14 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 24-R-27 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS STATE POLICE FOR THE USE OF ILLINOIS STATE POLICE RANGE FACILITIES (ADOPT)

Deputy Wodka reported that many law enforcement agencies in Illinois, like the Willowbrook Police Department, do not have firearms range

facilities. The Illinois State Police maintains a range of facilities throughout the state and allows outside law enforcement agencies to use their facilities.

To use their range facilities, the Illinois State Police requires outside agencies to execute a memorandum of understanding (MOU) and agree to certain conditions and provisions, which outline the Illinois State Police responsibilities and outside agency responsibilities.

The general conditions of the memorandum define the purpose, term, definitions, responsibilities of the Illinois State Police, outside agency responsibilities, and general provisions.

Trustee Mistele asked the distance to the shooting range is. Deputy Wodka indicated it is located by Stateville Prison near Lockport.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adopt Resolution 24-R-27 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. TRUSTEE REPORTS

Trustee Neal has no report, apologized for her phone going off during the meeting.

Trustee Ruffolo had no report.

Trustee Mistele had no report but wished the Mayor a Happy Birthday.

Trustee Berglund had no report but wished the Mayor a Happy Birthday.

Trustee Davi was not present.

Trustee Astrella had no report.

10. ATTORNEY'S REPORT

Attorney Durkin had no report.

11. CLERK'S REPORT

Clerk Hahn had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halloran reported that Chief Kaspar, Deputy Chief Kadolph, and Deputy Chief Wodka received a \$77,000 grant for body worn cameras. Chief Kaspar found and executed the grant and deserves credit for this achievement.

He also provided a reminder that Cop on a Rooftop event will be held on Friday, May 17 from 5:00 AM to noon at the Dunkin' on Route 83.

13. MAYOR'S REPORT

Mayor Trilla reminded everyone that this is the first day of Police appreciation week.

14. EXECUTIVE SESSION

There is no need for an Executive Session this evening.

15. ADJOURNMENT

MOTION: Made by Trustee Berglund and seconded by Trustee Astrella to adjourn the Regular Meeting at the hour of 7:36p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

May 28, 2024

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

May 28, 2024

GENERAL CORPORATE FUND	-----	\$ 103,732.25
WATER FUND	-----	\$ 51,859.23
CAPITAL PROJECT FUND	-----	\$ 35,024.00
17 SERIES 2022 BOND	-----	\$ 5,127.88
TOTAL WARRANTS	-----	\$ 195,743.36

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/28/2024		APCH	101949#	AT & T MOBILITY II LLC	PHONE - TELEPHONES TELEPHONES	630-201 710-201	30 35	5,382.38 288.43 5,670.81
					CHECK APCHK 101949 TOTAL FOR FUND 01:			
05/28/2024		APCH	101950	AXON ENTERPRISE, INC	AMMUNITION	630-346	30	4,347.00
05/28/2024		APCH	101951	B & E AUTO REPAIR & TOWING	MAINTENANCE - BUILDING MAINTENANCE - BUILDING	630-228 630-228	30 30	150.00 267.80 417.80
					CHECK APCHK 101951 TOTAL FOR FUND 01:			
05/28/2024		APCH	101952	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	230.00
05/28/2024		APCH	101953	BILL KAY CHEVROLET	MAINTENANCE - BUILDING	630-228	30	501.13
05/28/2024		APCH	101954	BURR RIDGE PARK DISTRICT	ACTIVE ADULT PROGRAM	590-517	20	1,133.00
05/28/2024		APCH	101955#	COMED	MAINTENANCE - BUILDING MAINTENANCE - BUILDING MAINTENANCE - BUILDING ENERGY - STREET LIGHTS MAINTENANCE - TRAFFIC SIGNALS MAINTENANCE - TRAFFIC SIGNALS MAINTENANCE - TRAFFIC SIGNALS MAINTENANCE - TRAFFIC SIGNALS	630-228 630-228 630-228 745-207 745-224 745-224 745-224 745-224	30 30 30 35 35 35 35 35	35.11 85.26 46.23 46.21 379.74 1,155.95 737.95 976.15 3,462.60
					CHECK APCHK 101955 TOTAL FOR FUND 01:			
05/28/2024		APCH	101956	DUPAGE COUNTY COLLECTOR	PROPERTY TAXES PAYABLE	210-106	00	1,741.41
05/28/2024		APCH	101957	EDWIN H BENN	FEES - VILLAGE ATTORNEY	470-239	10	850.00
05/28/2024		APCH	101958*#	FALCO'S LANDSCAPING INC	STREET IMPROVEMENTS STREET IMPROVEMENTS	765-685 765-685	35 35	1,625.00 4,320.00 5,945.00
					CHECK APCHK 101958 TOTAL FOR FUND 01:			
05/28/2024		APCH	101959#	FOX TOWN PLUMBING INC	MAINTENANCE - EQUIPMENT MAINTENANCE - BUILDING MAINTENANCE MAINTENANCE	570-411 630-228 725-410 725-410	20 30 35 35	307.68 140.00 1,033.74 102.00 1,583.42
					CHECK APCHK 101959 TOTAL FOR FUND 01:			
05/28/2024		APCH	101960	GERI MATIASEK	ACTIVE ADULT PROGRAM	590-517	20	127.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/28/2024		APCH	101961	GOWER FOUNDATION	PUBLIC RELATIONS	475-365	10	1,000.00
05/28/2024		APCH	101963	HOUSEAL LAVIGNE ASSOCIATES LLC	SPECIAL PROJECTS	810-305	40	6,095.29
05/28/2024		APCH	101964	IRMA	SELF INSURANCE - DEDUCTIBLE	480-273	10	8,485.20
					SELF INSURANCE - DEDUCTIBLE	480-273	10	10,975.00
					CHECK APCHK 101964 TOTAL FOR FUND 01:			19,460.20
05/28/2024		APCH	101966	LIFTNOW AUTOMOTIVE EQUIPMENT COR	OPERATING SUPPLIES & EQUIPMENT	710-401	35	15,687.43
05/28/2024		APCH	101969	MARRIOTT THEATRE	ACTIVE ADULT PROGRAM	590-517	20	882.00
05/28/2024		APCH	101970	MARY MARTINEZ	ACTIVE ADULT PROGRAM	590-517	20	3,000.00
05/28/2024		APCH	101972	NATIONAL TESTING NETWORK	EXAMS - PHYSICAL	440-543	07	1,000.00
05/28/2024		APCH	101973#	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	1,373.55
					INFORMATIONAL TECH SERVICES	555-308	20	1,373.55
					OPERATING EQUIPMENT	630-401	30	800.00
					INFORMATIONAL TECH SERVICES	640-308	30	1,373.55
					OPERATING SUPPLIES & EQUIPMENT	710-401	35	600.00
					INFORMATIONAL TECH SERVICES	715-308	35	1,373.55
					INFORMATIONAL TECH SERVICES	815-308	40	1,373.55
					CHECK APCHK 101973 TOTAL FOR FUND 01:			8,267.75
05/28/2024		APCH	101974	P.F. PETTIBONE & CO.	OPERATING EQUIPMENT	630-401	30	18.00
05/28/2024		APCH	101975	PARVIN-CLAUSS SIGN CO	SPECIAL PROJECTS	810-305	40	2,687.00
05/28/2024		APCH	101976*#	RAGS ELECTRIC, INC	MAINTENANCE	725-410	35	3,901.05
05/28/2024		APCH	101977	RATHS, RATHS & JOHNSON, INC.	ENGINEERING SERVICES	820-262	40	1,143.75
					ENGINEERING SERVICES	820-262	40	157.50
					CHECK APCHK 101977 TOTAL FOR FUND 01:			1,301.25
05/28/2024		APCH	101978	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	100.61
					OPERATING EQUIPMENT	630-401	30	32.98
					CHECK APCHK 101978 TOTAL FOR FUND 01:			133.59
05/28/2024		APCH	101979	RUSSO'S POWER EQUIPMENT	OPERATING EQUIPMENT	755-401	35	1,005.87
05/28/2024		APCH	101980	SAINTE GENEVIEVE RIVERBOAT	ACTIVE ADULT PROGRAM	590-517	20	1,230.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/28/2024		APCH	101981#	SIGNS NOW	OFFICE SUPPLIES	455-301	10	120.66
					OFFICE SUPPLIES	455-301	10	43.90
					OFFICE SUPPLIES	630-301	30	80.44
					OFFICE SUPPLIES	810-301	40	96.25
					CHECK APCHK 101981 TOTAL FOR FUND 01:			341.25
05/28/2024		APCH	101982*#	TAMELING GRADING	MAINTENANCE - EQUIPMENT	570-411	20	1,175.00
					STREET IMPROVEMENTS	765-685	35	5,350.00
					CHECK APCHK 101982 TOTAL FOR FUND 01:			6,525.00
05/28/2024		APCH	101984	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	200.00
05/28/2024		APCH	101986	ULINE	MAINTENANCE	725-410	35	437.40
05/28/2024		APCH	101987*#	UNDERGROUND PIPE SOLUTIONS	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,550.00
					Total for fund 01 GENERAL FUND			103,732.25

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
05/28/2024		APCH	101946	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	61.94
05/28/2024		APCH	101947	ALARM DETECTION SYSTEMS INC	PHONE - TELEPHONES	401-201	50	377.88
					PHONE - TELEPHONES	401-201	50	224.94
					PHONE - TELEPHONES	401-201	50	261.27
					CHECK APCHK 101947 TOTAL FOR FUND 02:			864.09
05/28/2024		APCH	101948	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	780.00
05/28/2024		APCH	101958*#	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	9,900.00
					SPOILS HAULING SERVICES	430-280	50	4,400.00
					SPOILS HAULING SERVICES	430-280	50	4,400.00
					SPOILS HAULING SERVICES	430-280	50	6,600.00
					STREET IMPROVEMENTS SERVICES	430-281	50	4,600.00
					CHECK APCHK 101958 TOTAL FOR FUND 02:			29,900.00
05/28/2024		APCH	101962	HOME DEPOT CREDIT SERVICES	VEHICLE MAINTENANCE	401-350	50	71.50
					VEHICLE MAINTENANCE	401-350	50	1,547.81
					MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	788.49
					CHECK APCHK 101962 TOTAL FOR FUND 02:			2,407.80
05/28/2024		APCH	101971	METROPOLITAN INDUSTRIES INC	EDP LICENSES	417-263	50	138.00
05/28/2024		APCH	101982*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	6,997.15
05/28/2024		APCH	101983	TAMELING INDUSTRIES	STREET IMPROVEMENTS SERVICES	430-281	50	161.10
					MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	174.15
					CHECK APCHK 101983 TOTAL FOR FUND 02:			335.25
05/28/2024		APCH	101987*#	UNDERGROUND PIPE SOLUTIONS	STREET IMPROVEMENTS SERVICES	430-281	50	3,250.00
					STREET IMPROVEMENTS SERVICES	430-281	50	2,975.00
					STREET IMPROVEMENTS SERVICES	430-281	50	4,150.00
					CHECK APCHK 101987 TOTAL FOR FUND 02:			10,375.00
					Total for fund 02 WATER FUND			51,859.23

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 17 SERIES 2022 BOND								
05/28/2024		APCH	101968	MALLON AND ASSOCIATES, INC.	OTHER PROFESSIONAL SERVICE (WEDP)	540-425	80	5,127.88
					Total for fund 17 SERIES 2022 BOND			5,127.88
				TOTAL - ALL FUNDS				195,743.36

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

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



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.d.

DATE: May 28, 2024

SUBJECT:

MOTION – AMEND THE FY23-24 GENERAL FUND AND CAPITAL PROJECTS FUND BUDGET
FOR EXPENDITURES FOR PROPERTY ACQUISITION

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Village staff is requesting a FY2023-24 budget amendment to the General Fund and Capital Projects Fund for expenditures related to the property acquisition at 815 79th Street; Willowbrook, Illinois.

BACKGROUND/SUMMARY

At the February 12, 2024 Board of Trustees meeting, the Village Board approved a resolution authorizing the execution of a purchase and sale agreement of the real property commonly known as 815 79th Street, Willowbrook, Illinois in the County of DuPage.

The following are the expenditures incurred that relate to the purchase of the property:

- Land – \$275,000
- Title/Escrow Fees – \$1,850
- Real estate survey fees – \$2.350

FINANCIAL IMPACT

If the motion to amend the FY2023-24 General Fund and Capital Projects Fund budgets for the expenditures related to the acquisition of the property at 815 79th Street is approved, the Village will increase the FY2023-24 General Fund - Village Administrator's Office's expenditures as follows:

- 01-10-471-425 Other Professional Services – \$4,200
- 01-10-990-110 Transfer to Capital Projects – \$275,000

The Village will also increase the FY2023-24 Capital Projects Fund expenditures as follows:

- 10-68-545-409 Land Acquisition – \$275,000

RECOMMENDED ACTION:

Village staff recommends passing the motion to amend the FY2023-24 General Fund – Village Administrator's Office's and the Capital Projects Fund budgets for the expenditures related to the acquisition of the property at 815 79th Street.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.e.

DATE: May 28, 2024

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK REGARDING THE REVIEW OF
CLOSED SESSION MINUTES

STAFF REPORT

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

BACKGROUND/SUMMARY

The Village Board is being asked to approve a Resolution to authorize the Village Clerk to keep certain closed session minutes confidential.

The Open Meetings Act requires municipalities to conduct a semi-annual review of all closed-session minutes. Municipalities are required to make a public statement as to whether there is still a need to maintain such matters in confidence or whether minutes, or portions of minutes, from closed meetings no longer require confidential treatment. Such minutes no longer requiring confidential treatment are then made available for public inspection.

The Village Attorney recommends that the closed session minutes remain closed and confidential.

RECOMMENDED ACTION

Adopt the Resolution to maintain the confidential status of the closed session minutes.

RESOLUTION NO. 24-R- _____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK REGARDING THE
REVIEW OF CLOSED SESSION MINUTES**

BE IT RESOLVED by the Mayor and the Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that as a result of the semi-annual review of the minutes of closed session meetings, a determination has been made that a need for confidentiality still exists as to all of the minutes reviewed, and the closed session minutes reviewed shall, therefore, remain confidential.

PASSED and APPROVED this 28th day of May, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7

DATE: May 28, 2024

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING PROPOSALS AND APPROVING THE PURCHASE OF CERTAIN EQUIPMENT AND FIXTURES FOR THE FARMINGDALE AND CREEKSIDE PARK IMPROVEMENT PROJECT AT A COST NOT TO EXCEED \$80,546.43

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To pass a resolution to approve the purchase of certain equipment and fixtures for the Farmingdale and Creekside Park Improvement Projects not to exceed the amount of \$80,546.43.

BACKGROUND/SUMMARY

During the planning of the Creekside and Farmingdale Terrace Park projects, materials and services needed for the park improvement were itemized to help reduce the cost of the project. Many of these fixtures and equipment were unique and larger items such as shelters, athletic equipment, and other fixtures. These items were all identified during the concept development process. Pricing was secured through Sourcewell, or co-op purchasing from vendors, to ensure that the Village was getting the best prices for specific equipment.

This resolution covers the purchase of the shelters for both Farmingdale Terrace and Creekside Parks. The manufacturer is ICON Shelters provided by Parkreation, Inc..

The Creekside Park shelter is a 20' x 20' square shelter with metal roof, four (4) steel columns with powder coat gloss finish paint, 2" x 6" pine tongue and groove wood decking with surface mounts at a cost of \$29,930. The Sourcewell discount for this shelter provides a savings of \$3,220. The Farmingdale Terrace shelter is a 20' hexagonal shelter with six steel columns with powder coat gloss finish paint, 2" x 6" pine tongue and groove wood decking with surface mounts at a cost of \$30,935. The Sourcewell discount for this shelter provides a savings of \$3,332. In total the Village saves \$6,552 by purchasing these shelters independently through a Sourcewell vendor.

The Texas Metal Tanks will provide a cistern and related equipment for the gardens at Farmingdale Terrace at a cost of \$6,528.43. For this unique item/feature, Upland Design provided the vendor contact information and pricing for the tanks based on their prior experience with the Texas Metal Tanks serving this niche market.

Also included is a proposal for basketball and pickleball equipment from NuToys Leisure Products at a cost of \$13,153.



The equipment in this resolution are large amenities and focal points in the renovations of the parks. All of these amenities and equipment are made of durable components and have an extended expected lifetime. Overall, residents and park visitors should greatly appreciate these additions to the parks.



FINANCIAL IMPACT

The proposed cost for the purchase of the equipment and fixtures for the Creekside and Farmingdale Terrace Park Project is in the amount of \$80,546.43 if approved.

RECOMMENDED ACTION:

The staff's recommendation is to approve the purchase of the noted equipment and fixtures for the Farmingdale and Creekside Park Improvement Projects not to exceed the amount of \$80,546.43.

RESOLUTION NO. 24-R—

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING
PROPOSALS AND APPROVING THE PURCHASE OF CERTAIN EQUIPMENT AND
FIXTURES FOR THE FARMINGDALE AND CREEKSIDE PARK IMPROVEMENT
PROJECT AT A COST NOT TO EXCEED \$80,546.43**

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) have investigated the purchase of miscellaneous equipment and fixtures for the Farmingdale and Creekside Park Improvements Project (the “Project”); and

WHEREAS, the selected equipment and fixtures were bid through Sourcewell, a government purchasing cooperative.

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 foregoing recitals are found to be true and correct and are incorporated as if fully set forth herein.

SECTION 2. The purchase of certain park equipment and fixtures, as set forth in the proposals attached hereto as Exhibit “A” and made a part hereof, at a cost not to exceed Eighty Thousand Five Hundred Forty-Six and 43/100ths Dollars (\$80,546.43), is hereby approved.

SECTION 3. The Village Mayor be and is hereby authorized and directed to execute the purchase orders for the selected equipment and fixtures on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and APPROVED this 28th day of May, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**FARMINGDALE AND CREEKSIDE PARK EQUIPMENT
AND FIXTURE PURCHASE ORDERS**



INVOICE

Texas Metal Tanks

Texas Metal Tanks
 16299 Fitzhugh Road Bldg E
 Dripping Springs, TX 78620
 (512)565-0875
 accounting@texasmetaltanks.com
 http://www.TexasMetalTanks.com

BILL TO

Village of Willowbrook
 Willowbrook, IL 60527

SHIP TO

Village of Willowbrook
 Willowbrook, IL 60527

INVOICE # 24-147**DATE** 05/06/2024**DUE DATE** 05/06/2024**TERMS** 50% Dep. Remainder
upon pickup**SHIP VIA**

R + L Carriers

ACTIVITY	QTY	RATE	AMOUNT
4' X 5'8 GM Tank (500 gal) 500 Gallon Galvanized Metal Rainwater Cistern - with inverted "funnel" top	2	1,900.00	3,800.00
Paint - 4' Well Top Interior Paint for 4' Well Use Top	2	125.00	250.00
Fittings:8" Basket 8" Basket Inlet	2	40.00	80.00
Fittings:3/4 Inch Bulkhead 3/4" Bulkhead Outlet Fitting	2	35.00	70.00
Fittings:3 in Overflow 3" PVC Overflow Fitting	2	35.00	70.00
Accessory:Anchoring System Anchoring system for tank. Price per seismic anchor	4	200.00	800.00
Fittings:Bulkhead connection Additional 2" bulkhead connection for attaching seismic anchors to	4	35.00	140.00
Shipping Estimate Estimated Shipping Cost to Willowbrook, IL 60527	1	1,318.43	1,318.43

Texas Metal Tanks is speaking to Jessica Aguada and Elias Martin
 with uplanddesign.com about this

BALANCE DUE**\$6,528.43**



Box 7075
Westchester, IL 60154
708-579-9055
708-579-0109 (fax)
1-800-526-6197

ORDER FORM/PROPOSAL

Please verify the Bill To and Ship To address information when ordering.

May 9, 2024

BILL TO:
Village of Willowbrook
835 Midway Dr.
Willowbrook, IL 60527
Attention: John Fenske

SHIP TO:
(Please provide)

PROJECT NAME: Farmingdale, Borse and Creekside-Willowbrook

CALL 24 HOURS PRIOR TO DELIVERY: Please provide

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
Creekside Park and Farmingdale				
3	69441	4.5 FST 4-1/2" O.D. gooseneck post with 48" safe play area, Steel fan-shape backboard, and fixed double rim.	\$ 1,813	\$ 5,439

Pickleball

Douglas Sports

8	63071	Premier™ RD-36 Pickleball Posts 3" OD, Black, 36" Above Ground	570	4,560
8	63424	GS-24RD Galvanized Steel Ground Sleeves 24" Long for 3" OD Posts	77	616
8	63428	Center Pipe Anchor	16	128
8	20600	Deluxe ACS Adjustable Center Strap	14	112
8	20105	JTN-30 QuickStart/Pickleball Tennis Net - 36" x 21'9"	131	1,048
Subtotal				\$ 11,903.00
Shipping Cost				1,250.00
Douglas Total Delivered Price				\$ 13,153.00

Above prices are in effect for 45 days.

Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will

Above prices include shipping but not installation.

NOTE: Receiving Party is responsible for removing product from truck to ground upon delivery. Please keep this in mind when providing the Ship To Address, Contact Name and Phone Number. Liftgate and/or Inside delivery are available upon request at additional cost.

TERMS: Our terms are net 30 from date of shipment to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.

Signature	Title
------------------	--------------

Signature Printed	Date
--------------------------	-------------

WIL24WIL2.JLR

PARKREATION, INC c/o ICON Shelters
27 East Palatine Road, Prospect Heights, IL 60070

May 6, 2024

Quotation Number: P050624L
Project Name: Creekside Park
Quoted By: Paul Gozder 815-735-1497
Sourcwell #158488 #012621

Village of Willowbrook
835 Midway Dr.
Willowbrook, IL 60527
630-323-8125

<u>QTY.</u>	<u>Product #</u>	<u>Description</u>	<u>All pricing is valid for 30 days</u>	<u>Unit Price</u>	<u>Total Price</u>
01	SQ20TM-P4	20' Square shelter by ICON Shelters Steel (4) columns (4:12 pitch) 8' eave height Factory applied stained 2" x 6" pine tongue and groove wood decking. Pre-cut multi-rib metal roof over steel frame. E-coat / powder coat color / final gloss finish. Surface mount with rounded base covers Galvanized steel anchor bolts and necessary hardware included. Electric cuts outs – not required Total Material cost Sourcewell co-op discount Illinois stamped engineered drawings Shipping to Willowbrook IL with the other shelter for Farmingdale Total		\$ 32,200.00 \$ -3,220.00 \$ 250.00 \$ 700.00 \$ 29,930.00	

Frame Color Black Roof Color: Evergreen Stain for T&G : Cedar

Terms:

1. I/We understand that all accounts are payable to Parkreation, Inc. according to the terms of their invoice, and if not paid on or before said date, are then delinquent. I/We agree to pay any and all service charges added each month to past due invoices. Terms are Net 30 days upon delivery with approved credit. All charges are due and payable in full at Parkreation, Inc., 27 E. Palatine Rd., Prospect Heights, IL 60070 unless notified in writing to the contrary. To the extent the terms and conditions of any purchase order/contract and/or any purchase order/contract confirmations are inconsistent with the terms and conditions of this signed quote, the terms and conditions of this signed quote shall prevail.
2. All pricing is valid for 30 days from the date above.
3. The above pricing (if more than one item) is based upon a package purchase. Any adjustments may be subject to a price revision.
4. Customer is responsible for the off-loading of the equipment and an accurate inventory should be taken at the time and all missing or damaged parts should be noted to the Driver. You have 60 days to report any missing or damaged parts to your sales representative. Truck Driver will not unload equipment.
5. Nontaxable entities are required to provide copy of tax exempt certificate or be taxed upon invoice.
6. Installation not included unless specifically quoted

Date _____ Purchaser's Signature _____ Purchaser's Title _____

Email Address _____ Special Instructions _____

Ship to address _____

PARKREATION, INC c/o ICON Shelters
27 East Palatine Road, Prospect Heights, IL 60070

May 6, 2024

Quotation Number: P050624K
Project Name: Farmingdale Park
Quoted By: Paul Gozder 815-735-1497
Sourcwell #158488 #012621

Village of Willowbrook
835 Midway Dr.
Willowbrook, IL 60527
630-323-8215

<u>QTY.</u>	<u>Product #</u>	<u>Description</u>	<u>All pricing is valid for 30 days</u>	<u>Unit Price</u>	<u>Total Price</u>
01	HX20TM-P4	20' Hexagonal shelter by ICON Shelters Steel (6) columns (4:12 pitch) 8' eave height Factory applied stained 2" x 6" pine tongue and groove wood decking. Pre-cut multi-rib metal roof over steel frame. E-coat / powder coat color / final gloss finish. Surface mount with rounded base covers Galvanized steel anchor bolts and necessary hardware included. Electric cuts outs – not required Total Material cost Sourcewell discount applied Illinois stamped engineered drawings Shipping to Willowbrook IL with the other shelter for Creekside Total		\$ 33,317.00 \$ - 3,332.00 \$ 250.00 \$ 700.00 \$ 30,935.00	

Frame Color Black Roof Color: Evergreen Stain for T&G : Cedar

Terms:

1. I/We understand that all accounts are payable to Parkreation, Inc. according to the terms of their invoice, and if not paid on or before said date, are then delinquent. I/We agree to pay any and all service charges added each month to past due invoices. Terms are Net 30 days upon delivery with approved credit. All charges are due and payable in full at Parkreation, Inc., 27 E. Palatine Rd., Prospect Heights, IL 60070 unless notified in writing to the contrary. To the extent the terms and conditions of any purchase order/contract and/or any purchase order/contract confirmations are inconsistent with the terms and conditions of this signed quote, the terms and conditions of this signed quote shall prevail.
2. All pricing is valid for 30 days from the date above.
3. The above pricing (if more than one item) is based upon a package purchase. Any adjustments may be subject to a price revision.
4. Customer is responsible for the off-loading of the equipment and an accurate inventory should be taken at the time and all missing or damaged parts should be noted to the Driver. You have 60 days to report any missing or damaged parts to your sales representative. Truck Driver will not unload equipment.
5. Nontaxable entities are required to provide copy of tax exempt certificate or be taxed upon invoice.
6. Installation not included unless specifically quoted

Date _____ Purchaser's Signature _____ Purchaser's Title _____

Email Address _____ Special Instructions _____

Ship to address _____



Village of **WILLOWBROOK**

[Return to Agenda](#)

**Parks &
Recreation**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: May 28, 2024

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL AND APPROVING THE PURCHASE OF AN OUTDOOR BATTING CAGE SYSTEM FOR THE FARMINGDALE AND CREEKSIDE PARK IMPROVEMENT PROJECT AT A COST NOT TO EXCEED \$25,201.00

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To pass a resolution to approve the purchase of batting cages from Beacon Athletics for the Creekside Park Project and Farmingdale Terrace Park project not to exceed the amount of \$25,201.00.

BACKGROUND/SUMMARY

During the planning of the Creekside and Farmingdale Terrace Park projects, materials and services needed for the park improvement were itemized to help reduce the cost of the project. The batting cages are a new feature for both parks. During the Capital Improvement Project Open House meetings, residents were very excited about this new feature at the parks.

The Beacon Athletic TUFF frame Elite Outdoor Batting Cage is an ideal system for these parks. It requires no ladder for setup or takedown and the FuseLink Overload Protection System helps protect the poles from wind and ice overload. Each system is equipped with an easy-to-use winch system to set up the net on the structure.

The cages at Farmingdale Terrace Park will be located on half of the basketball court. At Creekside Park they will be located just north of the playground area. Both of these locations provide optimal utilization of the space and provide a new recreational activity that was not previously present in the parks.



FINANCIAL IMPACT

The cost for the purchase of batting cages from Beacon Athletics for the Creekside Park Project and Farmingdale Terrace Park project does not exceed the amount of \$25,201.00.

RECOMMENDED ACTION:

Staff recommendation is to approve the purchase of batting cages from Beacon Athletics for the Creekside Park Project and Farmingdale Terrace Park project not to exceed the amount of \$25,201.00.

RESOLUTION NO. 24-R—

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A
PROPOSAL AND APPROVING THE PURCHASE OF AN OUTDOOR BATTING
CAGE SYSTEM FOR THE FARMINGDALE AND CREEKSIDER PARK
IMPROVEMENT PROJECT AT A COST NOT TO EXCEED \$25,201.00**

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) have investigated the purchase of a certain outdoor batting cage system for the Farmingdale and Creekside Park Improvement Project (the “Project”); and

WHEREAS, the selected outdoor batting cage system was bid through Sourcewell, a government purchasing cooperative.

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 foregoing recitals are found to be true and correct and are incorporated as if fully set forth herein.

SECTION 2. The purchase of one (1) Tuff-Frame Elite 55” Double-Wire Outdoor Batting Cage System from Beacon Athletics, as set forth in the proposal attached hereto as Exhibit “A” and made a part hereof, at a cost not to exceed Twenty-Five Thousand Two Hundred One and 00/100ths Dollars (\$25,201.00), is hereby approved, subject to final approval by the Village Attorneys.

SECTION 3. The Village Mayor be and is hereby authorized and directed to execute the purchase order for the selected equipment on behalf of the Village, upon final approval by the Village Attorneys.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and APPROVED this 28th day of May, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

FARMINGDALE AND CREEKSIDE PARK OUTDOOR BATTING CAGE SYSTEM

Quote

Beacon Athletics
901 Deming Way, Suite 101
Madison, WI 53717
(800) 747-5985



visit our website at beaconathletics.com

Order Number: J2466A
Order Date: 5/8/2024
Salesperson: KD
Customer Number: B60527
Project Mgr:

Sold To:
VILLAGE O.W.P.&R. DEPT.
835 MIDWAY DR
WILLOWBROOK, IL 60527-5549

Ship To:
VILLAGE O.W.P.&R. DEPT.
835 MIDWAY DR
WILLOWBROOK, IL 60527-5549

Project name: CREEKSIDE PARK AND FARMINGDALE PARK RENOVATIONS - WILLOWBROOK, IL

Customer P.O.	Ship VIA	F.O.B.	Terms
	COMMERCIAL FRT		Terms not yet established

Special Instructions:

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
105-100-990	EACH	2.0	0.0	0.0	11,549.0000	23,098.00

TF ELITE 55-2 (DBL)
TUFF-FRAME ELITE 55' DOUBLE-WIDE OUTDOOR BATTING CAGE SYSTEM
MODEL #TFE55-2

COMPLETE PACKAGE INCLUDES:

- (10) 4" OD X 16' LONG GALV STEEL POSTS (UNPAINTED)
- (5) SETS WINCHES WITH ALL TENSIONING/ANCHORING HARDWARE
- (2) STANDARD 12' H X 14' W ELITE CAGE NET (INCLUDES SINGLE ENTRY FLAP ON END)
- (2) 8' X 12' HEAVY-DUTY MESH NET PROTECTOR
- (2) GROUND CABLE KIT

OPTIONAL GROUND SLEEVES SOLD SEPARATELY

SHIPPING (BATTING CAGES) - \$1,350.00

301-693-889	EACH	2.0	0.0	0.0	339.0000	678.00
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SOFT TOUCH® HOME PLATE FOR TURF (MFR #THP)
- FOR USE ON SYNTHETIC PLAYING FIELDS WITH A DEPTH OF 1"
- MADE IN THE U.S.A.

SHIPPING (PITCHING RUBBER + HOMEPLATE) - \$75.00

Note: For orders without tax exemption certificates on file, sales tax will be charged, where applicable, at the time of invoicing.

Net Order:	23,776.00
Discount:	0.00
Freight:	1,425.00
Sales Tax:	0.00
Order Total (USD):	25,201.00

Our promise to our customers...

- Prompt response to your inquiries from knowledgeable and courteous staff
- Quality products that meet your demanding requirements
- Commitment to continuous improvement to achieve an exceptional customer experience

Let me know if we have failed to achieve this promise - or if we have exceeded your expectations.

John Maher, CEO



BEACON ATHLETICS SALES ORDER TERMS AND CONDITIONS

These Terms and Conditions apply to all sales by Beacon Athletics, LLC, a Wisconsin limited liability company ("Seller") to the entity identified on the sales order ("Sales Order") issued by Seller to the entity ("Buyer") to whom Seller shall sell certain goods ("Goods"). These Terms and Conditions together with the applicable Sales Order(s) (collectively, the "Agreement") constitute the entire agreement relating to the subject matter hereof and supersedes all prior or contemporaneous understandings or statements. Any terms submitted by either party which are in addition to or inconsistent with the Agreement (including, without limitation, any terms in a purchase order, order acknowledgment, quotation, invoice, bill of lading or other instrument) are not binding and are expressly rejected, unless agreed to in writing and signed by both parties.

- 1. PRICES; PAYMENT.** The purchase price of the Goods will be as stated in the applicable Sales Order(s) ("Price"), which shall include any applicable sales tax unless Buyer first provides to Seller a valid tax exemption certificate. All Sales Orders are subject to credit approval by Seller. Unless specified otherwise in the relevant Sales Order(s), Buyer shall pay all amounts due for the Goods within thirty (30) days from the date of the applicable invoice, provided that Seller may require pre-payment of all or part of the Price as determined by Seller in Seller's sole and absolute discretion. All past due amounts shall bear interest at the lower of 1.50% monthly (18% annually) or the maximum amount allowed by applicable law. If Buyer fails to make payments or otherwise breaches a material obligation of the Agreement, Seller, may, at its option, by written notice to Buyer, terminate the Agreement or defer shipments or performance.
- 2. CUSTOM ORDERS.** Custom specifications for Goods, if any, shall be detailed in the applicable Sales Order. Buyer shall be solely responsible for confirming that such specifications are designed to meet Buyer's requirements. Upon execution of the applicable Sales Order, Buyer assumes sole responsibility for the full cost of the custom Goods, including product cost, any related service (including but not limited to installation), and shipping costs.
- 3. CHANGES AND CANCELLATIONS.** Buyer may not cancel or change a Sales Order without the written consent of Seller. In no event shall Buyer be entitled to cancel or change a Sales Order where Seller has scheduled shipment of the Goods within thirty (30) days of Buyer's request therefor. If Buyer desires to cancel or change an open Sales Order, Buyer must deliver a written request to Seller, which Seller may approve or reject in its sole and absolute discretion. Where Seller approves Buyer's request for cancellation or change to a Sales Order, Seller shall be entitled to charge Buyer, and Buyer shall be required to pay, a cancellation charge equal to the cost of work completed and/or charges for materials purchased for the Sales Order.
- 4. DELIVERY.** Unless otherwise specified in the Sales Order, all Goods shall be shipped at Buyer's expense and all shipments are F.O.B. Seller's or its suppliers' distribution centers. Seller has the right to select the mode and carrier of shipment.
- 5. INSPECTION FOR DAMAGES AND ACCEPTANCE.** Upon Buyer's receipt of the Goods, Buyer shall immediately inspect the Goods, confirm the receipt quantity and take photographs of the Goods and packaging condition. Unless Buyer provides Seller with written notice of claim for damaged Goods or shortages within five (5) business days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. Claims for damaged Goods due to shipping damages shall not be approved without photographic evidence of the Goods while on the shipping trailer.
- 6. WARRANTIES.** Seller warrants that Goods supplied shall conform to the description stated in the Sales Order and shall be free from defects in material or workmanship. This warranty shall be effective for a period of one (1) year from the date of delivery of the Goods to Buyer. Seller disclaims all other warranties, express or implied, oral or written, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Purely as an accommodation to Buyer, Seller may refer or suggest third parties for Buyer to independently hire and install the Goods (each such third party being an "Installer"). Seller makes no warranties, express or implied, and specifically disclaims all liability and disclaims and excludes any and all warranties of merchantability, fitness for a particular purpose or workmanship as to any construction means and methods or any other services performed by any Installer.
- 7. REMEDIES.** In the event that Buyer is in default or otherwise breaches this Agreement, Seller shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total Price, as well as its costs of enforcing the Sales Order, including, without limitation, its attorneys' fees. If Buyer alleges Seller to be in default under Section 6 hereof, Buyer shall give written notice to Seller stating the same and Seller shall repair or replace the defective or non-conforming Goods within a reasonable time period, which shall be Buyer's sole and exclusive remedy for such breach.
- 8. LIMITATION OF LIABILITY.** Neither party will be liable to the other party for any consequential, special, incidental, indirect, exemplary or punitive damages or losses, or any loss of profits, revenues, opportunities, goodwill or capital. Seller's total liability under the Agreement will be limited to the Price giving rise to the claim.



9. INDEMNITY. Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective officers, directors and employees, from and against any claims, liabilities, losses, damages or injuries of any kind (including, without limitation, reasonable attorneys' fees) caused by Buyer or the use or misuse of the materials by Buyer or any third party after Buyer's receipt thereof; provided, however, Buyer shall have no obligation to indemnify hereunder if and to the extent that the relevant claim or liability is caused by an indemnified party. This provision shall not relieve Buyer of any pro rata, proportional, contributory or other allocation of liability under applicable laws.

10. COPYRIGHTS AND LICENSES. Seller shall be deemed the author of the tangible and intangible creative work used to manufacture the Goods, including but not limited to drawings, specifications, models and other similar items ("Instruments of Service"). Upon Buyer's written request, Seller shall provide copies of the Instruments of Service to Buyer conditioned on Buyer's full payment of the Price and the terms hereof. Buyer (or its assigns as authorized by Seller in writing) shall have a perpetual, nonexclusive license to use the Instruments of Service for installation or maintenance of the Goods provided that Buyer agrees to indemnify and hold harmless Seller from all costs and expenses, including cost of defense, related to claims and causes of action asserted by any person or entity to the extent such costs and expenses arise from Buyer's (or its authorized assignee's) use of the Instruments of Service hereunder. Buyer shall not reproduce or make available to third parties the Instruments of Service without Seller's prior written consent (other than for installation or maintenance of the Goods). Buyer shall indemnify Seller for all costs and expenses incurred by Seller to enforce any copyright violations resulting from Buyer's breach of these obligations.

11. FORCE MAJEURE. Neither party will be responsible for failure or delay in performing hereunder (except for the payment of money) due to a cause or circumstance which is beyond that party's reasonable control, including, without limitation, wars or civil disorders, fires, earthquakes, floods, severe weather, acts of God, changes in law or governmental directives, delays in transportation, material shortages, strikes, lockouts, slowdowns or other similar labor disruption.

12. GOVERNING LAW. The Agreement is governed by the laws of, and each party submits to the exclusive venue and jurisdiction of the state or federal courts in, the State of Wisconsin.

13. ACCEPTANCE. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. Signatures may be evidenced by facsimile or electronic transmission, the same of which shall be treated as originals.

14. MISCELLANEOUS. The terms of the Agreement do not and are not intended to confer any rights or remedies upon any person or entity other than Buyer. Neither party may assign or transfer the Agreement, without the other party's prior written consent. No modification or amendment of the Agreement shall be binding unless it is in writing and signed by both parties. A party's waiver of any breach of, or failure to strictly enforce, the Agreement will not waive, limit or affect that party's right to do so thereafter. If any provision of the Agreement is invalid, illegal, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the order date specified in the Sales Order.

Sales Order Reference #: _____

Seller:

BEACON ATHLETICS, LLC

Buyer:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 9.**DATE: May 28, 2024****SUBJECT:**

A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) LATERAL POLICE CANDIDATE FOR THE RANK OF PATROL OFFICER

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

In September of 2020, the Village Board passed an ordinance allowing the Police Department to hire lateral candidates to fill vacancies in the rank of patrol officer. Title 5, Chapter 1, Section 5-1-14 specifies that a rotation of hiring lateral candidate and entry level candidates. A deviation from this rotation can be granted by the Village Board. Staff is proposing a resolution to allow deviation from the hiring rotation between lateral police officer candidates and entry level police officer candidates.

BACKGROUND/SUMMARY

The current composition of the Willowbrook Police Department as provided by Title 5, Chapter 1, Section 5-1-1 of the municipal code is as follows:

Chief of Police -1

Deputy Chief of Police -2

Sergeants – 4

Patrol Officers - in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total department composition not to exceed twenty-seven (27) members.

With the most recent hire, the total number of sworn officers is twenty-five (25) in the police department leaving two vacancies.

Over the past few years, recruitment and retention has become an increasingly difficult topic for law enforcement agencies all over the county. Staff have worked tirelessly to try and refine recruitment and retention procedures within the department to attract a more robust pool of applicants. Ultimately staff is seeing success in recruiting bigger candidate pools, however there are still hurdles in competing with other departments facing the same issues. The department's last entry level list was established this past July and has since been exhausted. Staff is currently in the process of establishing a new list with the intention of hiring one entry level and one lateral candidate to fill the remaining two vacancies. Since the Department's last hire was a lateral candidate, staff is seeking a deviation from the entry level/lateral rotation at this time.



There are currently interested candidates on the lateral hire list and this deviation would give the department the best opportunity to reach full staffing for the first time in almost a decade.

FINANCIAL IMPACT

None.

RECOMMENDED ACTION:

Adopt the Resolution, which will enable the Chief of Police to hire from the lateral hire candidate pool.

RESOLUTION NO. 24-R-_____

**A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE
VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING
ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF
ONE (1) LATERAL POLICE CANDIDATE FOR THE RANK OF PATROL OFFICER**

WHEREAS, Title 2, Chapter 4, Section 6 of the Village Code of Ordinances provides that the Board of Police Commissioners of the Village shall make original appointments in the Police Department upon written receipt of a written resolution to do so, duly adopted by a majority vote of the corporate authorities of the Village; and

WHEREAS, Title 5, Chapter 1, Section 5-1-14 authorizes lateral hiring of qualified police officers; and

WHEREAS, the Village Code provides that the original appointment of police officers shall be made on a rotating basis pursuant to Title 2, Chapter 4, Section 6 or Title 5, Chapter 1, Section 5-1-14 of the Village Code of Ordinances; and

WHEREAS, the provision of Section 5-1-14, notwithstanding the corporate authorities, are expressly authorized to deviate from the hiring rotation process and direct the Chief of Police of the Village to select qualified candidates from the lateral pool to be recommended for hire by the Village Administrator.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that a deviation from the “rotating hiring basis”, as provided in Title 5, Chapter 1, Section 5-1-14 of the Village Code of Ordinances, is hereby approved and the Chief of Police is hereby directed to select one (1) qualified candidate from the lateral pool of qualified candidates and shall further make a recommendation to the Village Administrator of the Village to extend a conditional offer of employment to such candidate, all in

accord with the provisions of the Village Code of Ordinances.

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

PASSED and APPROVED this 28th day of May, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk